

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.
6. SEE ORDERLY CONDUCT OF MEETINGS POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – February 21, 2013 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Joe Miller, Director of Pray for Pensacola and State Director for the "National Day of Prayer."
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. Proclamations.

Recommendation: That the Board take the following action concerning adoption/ratification of the following five Proclamations:

A. Adopt the Proclamation extending special thanks from both the Board and the citizens of Escambia County to Florida Department of Law Enforcement Special Agent Chris Webster for his heroism and bravery in the face of extreme danger, his services to the citizens, and for his ongoing service ensuring the safety of the population of Escambia County;

B. Adopt the Proclamation extending special thanks from both the Board and the citizens of Escambia County to Florida Department of Law Enforcement Special Agent Chris Williams for his heroism and bravery in the face of extreme danger, his services to the citizens, and for his ongoing service ensuring the safety of the population of Escambia County;

C. Adopt the Proclamation proclaiming March 2013 as "American Red Cross Month" and encouraging the citizens of Escambia County to support the American Red Cross and its noble humanitarian mission;

D. Adopt the Proclamation proclaiming February 21, 2013, as "Military Appreciation Day in Escambia County" and joining the Navy League and the citizens of Escambia County in expressing appreciation to the men and women of the United States Armed Forces stationed in Northwest Florida not only for their contributions to our community during their tours of duty here, but also for their service to our great county; and

E. Ratify the Proclamation dated February 14, 2013, welcoming retired Israeli Ambassador Yoram Ettinger as he visits Pensacola, Florida, during his ambassadorial visits and encouraging the citizens of Escambia County to attend the series of events co-sponsored by the B'nai Israel Synagogue and the First Pentecostal Church.

7. 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.

8. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of a 20-foot-wide alleyway, Block 21, Hazlehurst Subdivision, as petitioned by Linh Le.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of a 20-foot-wide alleyway, Block 21, Hazlehurst Subdivision (approximately 0.04 acre), as petitioned by Linh Le:

A. Approve the Petition to Vacate a portion of a 20-foot-wide alleyway, Block 21, Hazlehurst Subdivision (approximately 0.04 acre), as petitioned by Linh Le;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

Petitioner owns Lots 5 through 10, Block 21, Hazlehurst Subdivision and Lots 1 through 5, Block A, Blount Re-Subdivision of Kupfrian Park. There is a platted 20-foot-wide alleyway extending east to west through said Block 21, as recorded in Plat Deed Book 55, at Page 262, of the public records of Escambia County, Florida. Petitioner is requesting that the Board vacate any interest it has in that portion of said 20-foot-wide alleyway (approximately 0.04 acre), which abuts her property. Staff has made no representations to the Petitioner or to the Petitioners' agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

9. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance to establish two public parks on Pensacola Beach specifically designated for dogs and to establish parks on Perdido Key specifically designated for dogs.

Recommendation: That the Board adopt an Ordinance of Escambia County, Florida, amending Volume I, Chapter 10, Article I, Section 10-11, relating to animal control, creating Section 10-25 of the Escambia County Code of Ordinances to establish two public parks on Pensacola Beach specifically designated for dogs, and creating Section 10-26 of the Escambia County Code of Ordinances to establish parks on Perdido Key specifically designated for dogs.

10. 5:33 p.m. TEFRA Public Hearing for consideration of adopting the Resolution authorizing the issuance of approximately \$53,000,000 Escambia County, Florida, Industrial Development Revenue Bonds, Series 2013, for construction of a wood biomass pellet manufacturing facility to be located in Century, Florida.

Recommendation: That the Board take the following action concerning the issuance of approximately \$53,000,000 Escambia County, Florida, Industrial Development Revenue Bonds, Series 2013 (Century Wood Pellet Project) (herein, the "Bonds"), on behalf of North Florida Biomass Fuels, LLC (the "Borrower"), for construction of a wood biomass pellet manufacturing facility to be located in Century, Florida:

A. Ratify the scheduling of the 5:33 p.m. Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds and advertising of the Notice of Public Hearing; and

B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of the Bonds upon the terms established therein.

[The Bonds will not obligate the credit of the County or pose any obligation or liability for the County.]

11. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the February 14, 2013, C/W Workshop, recommends that the Board take the following action:

A. Approve appointing Lumon J. May to the Escambia County Transportation Disadvantaged Coordinating Board (TDCB) to chair the meetings of the TDCB (C/W Item 6);

B. Take the following action concerning the City of Pensacola (*d/b/a Pensacola Energy, f/k/a Energy Services of Pensacola [ESP]*) and Gulf Breeze Agreement for Natural Gas Franchise Assignment (C/W Item 8):

(1) Approve obtaining the releases from the two municipalities (*the City of Pensacola and the City of Gulf Breeze*); and

(2) Schedule the following three Public Hearings:

(a) A Public Hearing for consideration of authorizing the *Agreement for Natural Gas Franchise Assignment* between the City of Pensacola and the City of Gulf Breeze;

(b) A Public Hearing for consideration of adopting a new Ordinance to provide natural gas services to Pensacola Beach, to repeal and replace the existing Ordinance (*Number 2012-7, granting the City of Gulf Breeze, Florida, a non-exclusive franchise to construct, maintain, and operate a natural gas distribution system on the portion of Santa Rosa Island located in Escambia County, Florida*); and

(c) Schedule a Public Hearing for consideration of the City of Pensacola's request for reaffirmation (*of its exclusive gas franchise for all portions of Escambia County except the previously excepted areas within the Town of Century and Santa Rosa Island*);

C. Approve, relative to raising chickens accessory to single-family dwellings, reverting to the County's former policy that property must be properly zoned for farm animals (C/W Item 9); and

D. Approve allowing Commissioner Valentino, Assistant County Administrator Larry M. Newsom, and staff to continue to go forward with the Regional Transportation Finance Authority (RTFA), which will create funding strategies, on a case-by-case basis, for projects on the TPO (Transportation Planning Organization) project priority list, as well as other projects (C/W Item 10).

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
Escambia County Governmental Complex, Suite 130

I. Consent Agenda

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

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

A. Payroll Expenditures for Pay Date February 15, 2013, in the amount of \$2,097,164.58;

B. The following two Disbursement of Funds:

(1) January 31, 2013, to February 6, 2013, in the amount of \$2,073,617.72; and

(2) February 7, 2013, to February 13, 2013, in the amount of \$2,183,869.10;

C. Tourist Development Tax Collections Data for the December 2012 returns received in the month of January 2013; this is the fourth month of collections for Fiscal Year 2012-2013; total collected for the December 2012 returns was \$276,156, which is a 2.38% decrease over the December 2011 returns; total collections year to date are 7.26% higher than the comparable time frame in Fiscal Year 2011-2012; and

D. The Investment Report for the month ended January 31, 2013, as required by Ordinance 95-13.

2. Recommendation Concerning Returned Check Write-Off

That the Board adopt the Resolution authorizing the write-off of \$986.00 in returned checks in various funds of the County that have been determined to be uncollectible bad debts.

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 four documents regarding Escambia Co., FL v McCall and Associates, Inc. Architects, et al., as approved by the Board on November 1, 2012, and received in the Clerk to the Board's Office on January 10, 2013:

A. The original *Settlement Agreement and Release* between Speegle Construction, Inc., Carolina Casualty Insurance Company, Berkley Insurance Company, All-South Subcontractors, Inc., and Escambia County;

B. The original *General Release of All Claims* between Speegle Construction, Inc., Carolina Casualty Insurance Company, Berkley Insurance Company, All-South Subcontractors, Inc., and Escambia County;

C. A color copy of the *General Release of All Claims* between McCall and Associates, Inc. Architects and Escambia County; and

D. A copy of the *Settlement Agreement* (and General Mutual Release) between Samuel Johnson, Inc., Samuel F. Johnson, Jr., and Escambia County.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 7, 2013; and

B. Approve the Minutes of the Regular Board Meeting held February 7, 2013.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Article 6

That the Board of County Commissioners review and adopt an Ordinance to the Land Development Code (LDC) amending Article 6, Zoning Districts.

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

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

Thursday, March 21, 2013

5:45 p.m. - A Public Hearing - Comprehensive Plan Text Amendment CPA 2013-01

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning CRA Meeting Minutes, January 17, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the January 17, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

2. Recommendation Concerning the Escambia County Enterprise Zone Development Agency Board Appointments - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency, concerning the Escambia County Enterprise Zone Development Agency (EZDA) Board:

A. Reappointing Steve Littlejohn, Lead Land Development Officer, Escambia County Environmental Code Enforcement Division, to serve a four-year term, as a local code enforcement representative, effective February 21, 2013, until February 2017; and

B. Reappointing Nita Freeman, President, Bell Acres Neighborhood Watch Group, to serve a four-year term, as a resident living within the Enterprise Zone, effective February 21, 2013, until February 2017.

3. Recommendation Concerning a Memorandum of Understanding between the National Park Service-Gulf Islands National Seashore and Escambia County - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Memorandum of Understanding between the National Park Service-Gulf Islands National Seashore and Escambia County for the Provision of Emergency Medical Services:

A. Approve the Memorandum of Understanding (MOU) to establish the terms and conditions under which Escambia County, through the Emergency Medical Services Division of the Department of Public Safety, and the National Park Service (NPS), will cooperate to jointly provide emergency medical services within and near the boundaries of the Gulf Islands National Seashore (GINS); and

B. Authorize the Chairman to sign the MOU.

4. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department, Fire Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, Fire Services Division, for property which is described and listed on the Request Form, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed.

5. Recommendation Concerning a Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Wedding Reception to be Held at the Pensacola Country Club - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the ending time from 10:00 p.m., to 10:30 p.m., for an outdoor wedding reception, to be held at the Pensacola Country Club on Saturday, April 13, 2013.

6. Recommendation Concerning Community Center License and Management Agreement with Barrineau Park Historical Society, Inc. - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between Escambia County and Barrineau Park Historical Society, Inc., for the Barrineau Park Community Center and Historical Society, with an effective date of February 9, 2013.

7. Recommendation Concerning a 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 indicating two items to be properly disposed of, which are described and listed on the Request Form, with reason for disposition stated.

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

That the Board authorize the scheduling of a Public Hearing for March 21, 2013, at 5:31 p.m., to consider the Petition to Vacate a portion of Sinton Drive, approximately 0.17 acres, as petitioned by Marvin Woodruff.

The Petitioner owns property bordering on both sides of Sinton Drive (60-foot-wide right-of-way), a paved County-maintained road as dedicated and shown on the Plat of Quinavista Subdivision, recorded in Plat Book 2, at Page 68, of the Public Records of Escambia County, Florida. Quinavista Subdivision (portions of which have been re-subdivided into Southwind Subdivision, as recorded in Plat Book 11, at Page 23, of the Public Records of said County), lies south of Gulf Beach Highway and east of Casa Maria Lane. The petitioner owns and operates the Southwind Marina facility located on Big Lagoon. The petitioner's property lying north of Sinton Drive is being used as a dry storage facility for boats, and the petitioner's property lying south of Sinton Drive is where the marina and boat launch facility are located. To move the boats from the dry storage facility to the boat launch area requires crossing Sinton Drive using a large forklift machine. The Petitioner is requesting the Board vacate any interest the County has in this portion of Sinton Drive, approximately 0.17 acres, which abuts his property and is the portion of Sinton Drive being used as a crossing area. Staff has made no representations to the Petitioner or to the Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

9. Recommendation Concerning the Conveyance of a Parcel of Real Property to the Florida Department of Transportation (FDOT) for the State Road 296 (Beverly Parkway) Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a parcel of real property, approximately 12,695 square feet, to Florida Department of Transportation (FDOT) for their planned improvement project for the portion of State Road 296 (Beverly Parkway) at the County Road 453 ("W" Street) Intersection:

A. Adopt a Resolution authorizing the conveyance of a parcel of real property, approximately 12,695 square feet, to FDOT for their planned improvement project for the portion of Beverly Parkway at the "W" Street Intersection; and

B. Authorize the Chairman to execute the Deed, the Resolution, and all other documents related to the transfer without further action of the Board.

FDOT has a project designed to make improvements to Beverly Parkway, which includes adding turn lanes and upgrading the related stormwater drainage system at the intersection of "W" Street. The County owns a large parcel of property at the southwest corner of Beverly Parkway and 'W' Street. FDOT is requesting that the County convey a portion of this property, approximately 12,695 square feet, to facilitate the addition of a turn lane and upgrade of the stormwater drainage.

Staff has reviewed this request and determined that the conveyance of this property to FDOT will have no adverse impact to the County's use of this property and has no objection to the conveyance of this parcel.

10. Recommendation Concerning the Conveyance of an Underground Distribution Easement to Gulf Power Company in Deerfield Estates Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of an Underground Distribution Easement (approximately 10 foot x 10 foot = 100 square feet) to Gulf Power Company on County-owned property in Deerfield Estates Subdivision:

A. Approve granting an Underground Distribution Easement (approximately 10 foot x 10 foot = 100 square feet) to Gulf Power Company on County-owned property in Deerfield Estates Subdivision; and

B. Authorize the Chairman to execute the Easement document and any other documents associated with the granting of the Underground Distribution Easement to Gulf Power Company.

Escambia County owns a parcel of property, currently being utilized as a stormwater retention pond, located at the northern terminus of Erika Court in Deerfield Estates Subdivision. Deerfield Estates Subdivision is located north off of Mobile Highway and lies adjacent to the Escambia County Equestrian Center. Deerfield Estates Subdivision is recorded in Plat Book 16, at Page 36, of the Public Records of Escambia County, Florida.

Gulf Power is doing some upgrades to their electrical system in Deerfield Estates Subdivision, and has determined the need for a small portion of the County pond parcel abutting Erika Court. Therefore, Gulf Power is requesting that the County convey to them an Underground Distribution Easement (approximately 10 foot x 10 foot = 100 square feet) on the County retention parcel in Deerfield Estates Subdivision. Public Works Department Staff has reviewed this request and has determined that the granting of this easement will not adversely affect the County's use of this property, and has no objections to granting the easement.

11. Recommendation Concerning the Assignment of Advertising Agreements between Martin Mercy of Escambia County, LLC, and the Board of County Commissioners of Escambia County to Provide Exterior Advertising Services for Fixed-Route Buses - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the State of Florida, County of Escambia, Assignment of Advertising Agreements between Martin Mercy of Escambia County, LLC, and the Board of County Commissioners of Escambia County.

In May 2011, the two parties entered into a License Advertising Agreement to provide exterior advertising services for fixed-route buses operated by Escambia County Area Transit (ECAT), granting a License to Martin Mercy of Escambia County, LLC, to sell third party advertising Contracts. The parties mutually agreed to terminate the License Advertising Agreement, effective October 1, 2012. As part of this termination, Martin Mercy of Escambia County, LLC, agrees to transfer all third-party Contracts to the Board of County Commissioners of Escambia County. The following are referred to as Exhibits A-C:

Third Party Advertiser/Contract Term

Exhibit A – Thomas Ueberschaer, PA, 6/24/2012 – 6/24/2013

Exhibit B – Levin Law, 1/5/2012 – 1/5/2013

Exhibit C – Law Office of JJ Talbott, P.A., 5/29/2012 – 5/28/2013

No new Contracts will be issued. Staff is working with ECAT to acquire a new vendor to provide exterior advertising services.

12. Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve a Request for Disposition of Property Form for the Public Works Department indicating one item to be properly disposed of, which is described and listed on the Request Form, with reason for disposition stated.

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

13. Recommendation Concerning a Resolution Supporting the Second Amendment to the Constitution of the United States - Commissioner Wilson B. Robertson, District 1

That the Board adopt and authorize the Chairman to sign the Resolution supporting the Second Amendment to the Constitution of the United States.

14. Recommendation Concerning an Appointment to the Early Learning Coalition of Escambia County - Commissioner Steven L. Barry, District 5

That the Board confirm the appointment of Robert Cothran to replace Commissioner Steven L. Barry on the Early Learning Coalition of Escambia County, to serve as Commissioner Barry's designee, with the term of office to begin February 21, 2013, and to run concurrent with Commissioner Barry's term of office (November 2016) or at his discretion.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #080 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #080, State Housing Initiatives Partnership Program (SHIP) Fund (120) in the amount of \$119,618, to recognize the award of 2013 SHIP funds by Florida Housing Finance Corporation (FHFC) and to appropriate these funds for the 2013 SHIP Program.

2. Recommendation Concerning Supplemental Budget Amendment #097 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #097, Local Option Sales Tax III Fund (352) in the amount of \$116,372, to recognize reimbursements received from Emerald Coast Utilities Authority (ECUA) under cost sharing agreements for the Beach Haven Northeast Drainage project and Ensley Drainage Improvements project, and to appropriate these funds back to the Local Option Sales Tax III Fund (352).

3. Recommendation Concerning the Surplus and Sale of Real Property Located at 721 West Lee Street that has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 721 West Lee Street that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 14-4014-000, Reference Number 00-0S-00-9050-009-033;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$43,164, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

C. Authorize the Chairman to sign all documents related to the sale.

4. Recommendation Concerning the Sale and the Waiver and Release on Real Property Located at 5100 Commerce Park Circle - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the sale and the Waiver and Release on real property located at 5100 Commerce Park Circle, Account Number 04-0861-851, Reference Number 39-1S-30-0200-012-002:

A. Adopt the Waiver and Release, which was approved by the Escambia County Legal Department, concerning the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, recorded in Official Records Book 4029, at Page 87, which expired on January 1, 2010; and

B. Waive its right to repurchase Lot 12, Block B, Marcus Point Commerce Park and authorize the sale from its current owner to Cumulus Broadcasting, LLC.

5. Recommendation Concerning the Termination of Contract PD 11-12.064, Jaunita Williams Park Parking Lot & Dock - Amy Lovoy, Management and Budget Services Department Director

That the Board terminate the Contract, PD 11-12.064, Jaunita Williams Park Parking Lot & Dock, between Starfish, Inc., of Alabama and Escambia County, and prohibit the participation of Starfish, Inc., of Alabama in the re-bid of the Project. The Contract was awarded on November 1, 2012, to Starfish, Inc., of Alabama, for the amount of \$136,626.25, based on the bid received on October 17, 2012.

[Funding: Fund 151, Community Redevelopment Fund, Cost Center 220516, Object Code 56301]

6. Recommendation Concerning the Purchase of Two Special Needs Transit Vehicles - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida Department of Transportation Public Transit Office Contract #TRIPS-12-SNV-CBS, in accordance with the Escambia County Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64, Board approval, and award a Purchase Order for two Special Needs Transit Vehicles, models VPG DX, with CNG, and REI reverse camera and monitor system backup options, PD 12-13.021, to Transit Plus, Inc., in the amount of \$119,046.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320410, Object Code 56401]

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

That the Board take the following action concerning three Off-System Project Agreements between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of Bayou Grande Bridge on CR 292A (#480096), Unnamed Branch Bridge on Stefani Road (#480041), and Unnamed Branch Bridge on Brickyard Road (#484053):

A. Approve the State of Florida Department of Transportation Off-System Project Agreements between FDOT and Escambia County, related to the replacement and maintenance of Bayou Grande Bridge #480096, Unnamed Branch Bridge #480041, and Unnamed Branch Bridge #484053;

B. Adopt the Resolutions authorizing the Agreements; and

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

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

The following three bridges located in Escambia County, and not on the State Highway System, will be replaced by FDOT: Bayou Grande Bridge #480096, Unnamed Branch Bridge #480041, and Unnamed Branch Bridge #484053. According to FDOT criteria, these bridges have reached a level of deterioration to warrant replacement and are next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreements as "Exhibit A," (blank page is marked "APPENDIX A") are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreements have been intentionally excluded. Upon Board approval of the Agreements, adoption of the Resolutions, and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges.

8. Recommendation Concerning Renaming the Escambia County Equestrian Center - Commissioner Wilson B. Robertson, District 1

That the Board adopt and authorize the Chairman to sign the Resolution naming the Escambia County Equestrian Center as the "James C. Robinson Escambia County Equestrian Center."

[Funding Source: Fund 352, LOST III, Cost Center 350231 – Equestrian Center LOST, Project 08PR0031 – Equestrian Center]

9. Recommendation Concerning Collection of an Outstanding Debt from Titan Waste Services, Inc. – George Touart, Interim County Administrator

That the Board authorize the County Attorney's Office to pursue the County's legal remedies to collect an outstanding debt from Titan Waste Services, Inc., totaling \$105,483.44, through negotiation and, if unsuccessful, through the filing of a lawsuit in the Circuit Court of Escambia County, Florida.

[The amount totaling \$105,483.44 will be placed in Fund 401, Solid Waste, Account Number 343405, when collected]

10. Recommendation Concerning Approval of the Transitional Housing Ownership Transfer Agreement with The Children's Home Society of Florida and Hope Center for Teens, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Transitional Housing Ownership Transfer Agreement (Children's Home Society) with The Children's Home Society of Florida and Hope Center for Teens, Inc.:

A. Approve the Transitional Housing Ownership Transfer Agreement with The Children's Home Society of Florida and Hope Center for Teens, Inc., detailing requirements for the transfer of the Hurricane Housing Recovery Program (HHRP) assisted property and facility located at 51 East Pinestead Road (Property Reference #271S301202008001), from Hope Center for Teens, Inc., to The Children's Home Society of Florida; and

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the transfer of the property, including any actions that may be required of the County Attorney's Office.

[Funding: Not Applicable]

11. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 205 Rue Max Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 205 Rue Max Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Whitney Vaughan Fike, the owner of residential property located at 205 Rue Max Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$950 representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and

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

12. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3700 North Palafox Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3700 North Palafox Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Underwood Group I, LLC, owner of commercial property located at 3700 North Palafox Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing existing soffit and trim and painting the building exterior; and

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

13. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 2 Victoria Place - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 2 Victoria Place:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Karen S. Kriegel, the owner of residential property located at 2 Victoria Place, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$2,400, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and

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

14. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 123 Southeast Gilliland Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 123 Southeast Gilliland Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Richard C. and Anita G. Hyder, the owners of residential property located at 123 Southeast Gilliland Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$650 representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and

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

15. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 132 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 132 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edrina L. Brown, the owner of residential property located at 132 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,238, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and

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

16. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 2102 West Town Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 2102 West Town Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Family Practice Clinic, Inc., owner of commercial property located at 2102 West Town Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for parking lot improvements to include pervious pavers; and

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

17. Recommendation Concerning Approval of the 2012/2013 Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2012/2013 Emergency Solutions Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve an Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of \$87,690, to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street; and

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the project.

[Funding: Fund 110, Other Grants and Projects Fund, Emergency Solutions Grant (ESG), Cost Center 220556]

18. Recommendation Concerning the Renewal of the Navy Park Plaza Lease, for the Lease of Property for the Escambia County Health Department - David W. Wheeler, CFM, Facilities Management Director

That the Board take the following action concerning the renewal of the Navy Park Plaza Lease between Escambia County and Navy Park Partnership for the property located at 3960 Navy Boulevard, Units 1 and 2, Building "A", for the Escambia County Health Department:

A. Authorize exercising the option to renew the Navy Park Plaza Lease for the term of two years, at the rate of \$2,165 a month, to be paid by the Escambia County Health Department; and

B. Authorize the Interim County Administrator or his designee to complete the necessary documents required.

[No impact to Escambia County Board of Commissioners' Budget; lease payments to be made by the Escambia County Health Department]

19. Recommendation Concerning the Perdido Landfill Forest Biomass Sale -
Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Perdido Landfill Forest Biomass Sale:

A. Accept the Request for Quote, submitted by Easterling Bros. & Sons, Inc., the highest apparent responsive and responsible bidder, in the amount of \$0.55 per ton, for the harvesting and purchase of understory/timber on approximately 262 acres of Escambia County property, located on certain tracts of land belonging to the County and described as follows:

Section 32, Township 1 North, Range 31 West, 1401-000-000

Section 32, Township 1 North, Range 31 West, 1101-000-000

Section 32, Township 1 North, Range 31 West, 1201-000-000

Section 32, Township 1 North, Range 31 West, 2202-000-000

B. Approve the Agreement for Sale of Biomass Material between Escambia County and Easterling Bros. & Sons, Inc.; and

C. Authorize the Chairman to sign the Agreement and all necessary legal documents relating to the sale of the biomass material.

[Funding: Fund 401, Solid Waste]

20. Recommendation Concerning Acquisition of Property Located on Blue Angel Parkway from 21st Century Marble, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.58 acres), located on Blue Angel Parkway, from 21st Century Marble, Inc.:

A. Authorize the purchase of a parcel of real property located in the 6100 Block of Blue Angel Parkway (approximately 0.58 acres), for the appraised value of \$61,000, from 21st Century Marble, Inc., in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located in the 6100 Block of Blue Angel Parkway (approximately 0.58 acres); and

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

[Funding Source: Fund 352, "LOST III," Accounts 210107/56101/56301, Project No. 11EN1141]

Barefoot Estates Subdivision, east of Blue Angel Parkway, has a history of stormwater drainage issues which include flooding of houses and infrastructure. An effort to alleviate some of these problems will require acquisition of additional property for stormwater retention. The property (approximately 0.58 acres) owned by 21st Century Marble, Inc., lies adjacent to an existing County retention pond that is in need of expansion to allow more capacity for stormwater retention.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with 21st Century Marble, Inc., to acquire their property located in the 6100 Block of Blue Angel Parkway. Staff had an appraisal performed by Brantley & Associates, dated September 29, 2011, which placed a value of \$61,000 on the parcel. The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to, the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the appraised value of \$61,000, with the owners/sellers being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

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

That the Board take the following action concerning three Resolutions reaffirming three Off-System Project Agreements between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of the Bridge on the West Fork of Boggy Creek on CR 97A (#480106), Brushy Creek Bridge on Pineville Road (#484007), and an Unnamed Branch Bridge on Becks Lake Road (#484036):

A. Adopt the three Resolutions reaffirming approval of the Off-System Project Agreements between FDOT and Escambia County, related to the replacement and maintenance of the Bridge on the West Fork of Boggy Creek on CR 97A (#480106), Brushy Creek Bridge on Pineville Road (#484007), and an Unnamed Branch Bridge on Becks Lake Road (#484036), which were executed by the Chairman of the Board on October 18, 2012, executed by FDOT on November 7, 2012, and recorded in the Clerk's Official Records on December 11, 2012; and

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

Three Off-System Agreements executed by the Chairman of the Board on October 18, 2012, and by FDOT on November 7, 2012, and recorded in the Clerk's Official Records on December 11, 2012, were processed without adoption of Resolutions. FDOT has requested the Board's adoption of the Resolutions.

22. Recommendation Concerning the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks & Recreation Department Director

That the Board approve the Agreement between Escambia County Board of County Commissioners and Mervyn Leroy Simmons for the Management of the Lake Stone Campground Facility and authorize the Interim County Administrator to sign the Agreement.

[Funding Source: Fund 001, General Fund, Lake Stone Cost Center 350204 = \$10,200, paid via 12 monthly installments of \$850]

III. For Discussion

1. Recommendation Concerning Appointments to the West Florida Public Library Board of Governance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board appoint to the West Florida Public Library Board of Governance (Library Board of Governance), from the following list of ten applicants, two individuals to serve for an initial three-year term, effective March 1, 2013, through April 30, 2016, and one individual to serve for an initial two-year term, effective March 1, 2013, through April 30, 2015:

- A. Alexa Canady-Davis, M.D.;
- B. David J. Bryant;
- C. Frances Yeo;
- D. Grant Erbach;
- E. Joe Vinson;
- F. Lynne C. Tobin;
- G. Rodney P. Guttman, Ph.D.;
- H. Rodney L. Kendig;
- I. Steve Marvin; and
- J. Tristessa C. Osborne.*

*Ineligible for appointment as a non-resident of Escambia County, Section 1-20(c)(1), Escambia County Code of Ordinances

2. Recommendation Concerning the Award of the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Interim County Administrator to sign the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act, PD 12-13.009, to SCG Governmental Affairs, LLC, (Southern Consulting Group) for a period of 6 months, for a fee of \$4,000 per month, with options to extend for a maximum period of 36 months.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Settlement of Workers Compensation Claim Involving Eric Williamson

That the Board approve a washout workers compensation settlement for former corrections officer Eric Williamson in the amount of \$167,146.00. In exchange for this settlement, Mr. Williamson will execute a general release of liability on behalf of Escambia County.

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3883

Proclamations 6.

BCC Regular Meeting

Meeting Date: 02/21/2013

Issue: Adoption/Ratification of Proclamations

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action concerning adoption/ratification of the following five Proclamations:

- A. Adopt the Proclamation extending special thanks from both the Board and the citizens of Escambia County to Florida Department of Law Enforcement Special Agent Chris Webster for his heroism and bravery in the face of extreme danger, his services to the citizens, and for his ongoing service ensuring the safety of the population of Escambia County;
- B. Adopt the Proclamation extending special thanks from both the Board and the citizens of Escambia County to Florida Department of Law Enforcement Special Agent Chris Williams for his heroism and bravery in the face of extreme danger, his services to the citizens, and for his ongoing service ensuring the safety of the population of Escambia County;
- C. Adopt the Proclamation proclaiming March 2013 as "American Red Cross Month" and encouraging the citizens of Escambia County to support the American Red Cross and its noble humanitarian mission;
- D. Adopt the Proclamation proclaiming February 21, 2013, as "Military Appreciation Day in Escambia County" and joining the Navy League and the citizens of Escambia County in expressing appreciation to the men and women of the United States Armed Forces stationed in Northwest Florida not only for their contributions to our community during their tours of duty here, but also for their service to our great county; and
- E. Ratify the Proclamation dated February 14, 2013, welcoming retired Israeli Ambassador Yoram Ettinger as he visits Pensacola, Florida, during his ambassadorial visits and encouraging the citizens of Escambia County to attend the series of events co-sponsored by the B'nai Israel Synagogue and the First Pentecostal Church.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, Florida Department of Law Enforcement (FDLE) Special Agent Chris Webster began his career with law enforcement in 1996, as a Reserve Deputy in Tallahassee, Florida, with the Leon County Sheriff's Office; and

WHEREAS, there he became a Field Training Officer, and eventually obtained a position with the Criminal Investigative Division working homicide, rape, and conspiracy, just to mention a few examples; and

WHEREAS, Special Agent Webster began working for the FDLE as a Special Agent in 2002, where he was placed on a Drug Enforcement Administration Drug Task Force for five years, which had him working large drug cases all over the U.S., Colombia, South America, the jungles of Cali, Medellin, and Bogota; and

WHEREAS, in 2007, he transferred to Pensacola to continue his work in the narcotics field, when he was accepted into the Special Operations Team North, which is the State of Florida's Special Weapons and Tactics Team. During the same time, he was assigned to the U.S. Marshal's Task Force in Pensacola; and

WHEREAS, on December 9, 2011, Special Agent Webster and his partner Special Agent Chris Williams were tasked to make the arrest of a perpetrator on multiple, active, violent felony warrants. The perpetrator had been sought by the FDLE for over six months; and

WHEREAS, for two and one-half hours, two deputies tried to establish a dialogue with the perpetrator in order to convince him to come out of his residence, all to no avail; and

WHEREAS, Special Agent Webster did not see the perpetrator exiting his house, but heard the two deputies onsite giving the perpetrator commands. When the perpetrator did exit, Special Agent Webster heard him say "you want me to come out - I'm coming out," followed by multiple shots fired. The perpetrator exited his residence firing two weapons, resulting in approximately 20 rounds from both guns being fired at the officers; and

WHEREAS, Special Agent Webster was unable to fire from his position due to the angle of fire towards the two deputies; however, while taking on heavy friendly fire, he utilized his ballistic shield as cover and advanced into the front yard in order to obtain a better angle of fire on the perpetrator; and

WHEREAS, Special Agent Webster fired one well-placed shot at the perpetrator from a distance of seven to ten yards and was able to hit him; and

WHEREAS, through the heroic actions taken by Special Agent Webster he participated in removing a dangerous criminal from society.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, on this 21st day of February, 2013, extends special thanks from both the Board and the Citizens of Escambia County, to FDLE Special Agent Chris Webster for his heroism and bravery in the face of extreme danger, his services to the citizens, and for his ongoing service ensuring the safety of the population of Escambia County.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: February 21, 2013

PROCLAMATION

WHEREAS, Florida Department of Law Enforcement (FDLE) Special Agent Chris Williams began his law enforcement career in 2003, with the Santa Rosa County Sheriff's Office; and

WHEREAS, from 2003 through 2008, Special Agent Williams served with the Santa Rosa County Sheriff's Office in Patrol, Traffic Enforcement, and Narcotics Investigations; and

WHEREAS, Special Agent Williams was appointed Special Agent with the FDLE in 2008 and has served in the Pensacola Region in the Organized Crime Squad since then; and

WHEREAS, while at the FDLE, he has been assigned to the Escambia County Sheriff's Office Gang Unit, the Northwest Florida Healthcare Fraud Taskforce, and the U.S. Marshal's Service Florida Regional Fugitive Taskforce; and

WHEREAS, Special Agent Williams has had the opportunity to investigate a wide range of crimes including public corruption, major drug offenses, violent crimes, gang crimes, and healthcare fraud, which includes investigating pill-mill physicians; and

WHEREAS, on December 9, 2011, Special Agent Williams and his partner Special Agent Chris Webster were tasked to make the arrest of a perpetrator on multiple, active, violent felony warrants. The perpetrator had been sought by the FDLE for over six months; and

WHEREAS, after a two and one-half hour stand-off where two deputies attempted to get the perpetrator to exit his residence, he finally exited while making the statement, "you want me to come out – I'm coming out"; and

WHEREAS, Special Agent Williams had taken cover behind the driver side of his FDLE vehicle near the front hood and observed the perpetrator walking across the front yard while firing two pistols simultaneously towards the two deputies; and

WHEREAS, Special Agent Williams then repositioned himself over the hood of the car while taking heavy friendly fire when he noticed the two deputies were in his line of fire. He then repositioned himself again across the trunk where he was able to shoot twice at the perpetrator causing him to drop to the ground; and

WHEREAS, through the heroic actions undertaken by Special Agent Chris Williams, he was able to participate in removing a dangerous criminal from society.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, on this 21st day of February, 2013, extends special thanks from both the Board and the Citizens of Escambia County, to FDLE Special Agent Chris Williams for his heroism and bravery in the face of extreme danger, his services to the citizens, and for his ongoing service ensuring the safety of the population of Escambia County.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: February 21, 2013

PROCLAMATION

WHEREAS, March is "American Red Cross Month" – a special time to recognize and thank the heroes – those who volunteer, donate blood, take life-saving courses, or provide financial donations to support an organization whose mission is to help those in need; and

WHEREAS, we would like to remember those who helped the Red Cross here in Escambia County by giving their time to help their neighbor, and thank the heroes – those volunteers, blood donors, class takers, and financial supporters who help the Red Cross assist those in need; and

WHEREAS, in Escambia County, the Red Cross works tirelessly through its six employees and hundreds of volunteers to help when disaster strikes, providing 24-hour support to members of the military, veterans, and their families, and providing training in CPR, aquatics safety, and first aid; and

WHEREAS, in Fiscal Year 2012, the Red Cross assisted 378 community members and 119 families affected by fires and other single-family disasters, such as the June 2012 Floods. During those floods, the Red Cross assisted 163 families, providing \$59,705 in direct financial assistance. In addition to client assistance, the Red Cross of Northwest Florida supports first responders for search and rescues and wildfires; and

WHEREAS, across the country, the American Red Cross responds to nearly 70,000 disasters a year and provides some 400,000 services to military members, veterans, and civilians. The organization collects and distributes about 40 percent of the nation's blood supply and trains more than 7,000,000 people in first aid, water safety, and other life-saving skills every year; and

WHEREAS, our community depends on the American Red Cross, which relies on donations of time, money, and blood to fulfill its humanitarian mission. Despite these challenging economic times, the American Red Cross continues to offer help and comfort to those in need.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim March 2013 as

"American Red Cross Month"

in Escambia County and commends the American Red Cross of Northwest Florida's contributions to making our community a stronger, safer, and healthier place in which to live.

BE IT FURTHER PROCLAIMED, the Board encourages the citizens of Escambia County to support this organization and its noble humanitarian mission.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: February 21, 2013

PROCLAMATION

WHEREAS, the men and women of the United States Armed Forces stationed in Northwest Florida participate actively and enthusiastically in the civic, business, public affairs, educational institutions and recreational opportunities throughout Escambia County; and

WHEREAS, military personnel, their civilian co-workers and neighbors enjoy a close bond of friendship and spirit of cooperation for the common good of our community; and

WHEREAS, on February 21, 2013, the Pensacola Council of the Navy League will hold its annual "Military Appreciation Day" to recognize military personnel for their contributions to the community.

NOW THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim February 21, 2013, as

"MILITARY APPRECIATION DAY IN ESCAMBIA COUNTY"

BE IT FURTHER PROCLAIMED, that the Board joins the Navy League and the citizens of Escambia County in expressing appreciation to these outstanding military men and women, not only for their contributions to our community during their tours of duty here, but also for their service to our great country.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

*Gene M. Valentino, Chairman
District Two*

*Lumon J. May, Vice Chairman
District Three*

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: *Pam Childers
Clerk of the Circuit Court*

Deputy Clerk

Adopted: February 21, 2013

PROCLAMATION

WHEREAS, retired Israeli Ambassador Yoram Ettinger is an insider on US-Israel relations, Mideast politics, and overseas investments in Israel's high tech arena; and

WHEREAS, Ambassador Ettinger will be visiting Pensacola, Florida, to speak at a series of events co-sponsored by the B'nai Israel Synagogue and the First Pentecostal Church from February 15th through the 17th; and

WHEREAS, Ambassador Ettinger's topics for this event will include the impact of the new Israeli government on US relations and the Middle East, President Obama's visit to Israel in March and what that means for US-Israeli relations, and the Iranian nuclear situation; and


WHEREAS, Ambassador Ettinger, while on his ambassadorial visit, will attend the B'nai Israel Synagogue to witness the starting of a Torah project involving a hand-written version, which is a very important, major event in the life of a synagogue; and

WHEREAS, Ambassador Ettinger will have a public speaking opportunity at the First Pentecostal Church on Sunday, February 17, 2013; and

WHEREAS, Ambassador Ettinger will also visit Downtown Pensacola with local community leaders to discuss why Israeli investors need to consider Pensacola, Florida, for their industrial opportunities.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, welcomes retired Israeli Ambassador Yoram Ettinger as he visits Pensacola, Florida, during his ambassadorial visits and encourages the citizens of Escambia County to attend these events.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Gene M. Valentino, Chairman
District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court


Deputy Clerk

Dated: February 14, 2013





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3838

Public Hearings 8.

BCC Regular Meeting

Meeting Date: 02/21/2013

Issue: 5:31 p.m. Public Hearing - Vacate a Portion of a 20-Foot-Wide Alleyway, Block 21, Hazlehurst Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of a 20-foot-wide alleyway, Block 21, Hazlehurst Subdivision, as petitioned by Linh Le.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of a 20-foot-wide alleyway, Block 21, Hazlehurst Subdivision (approximately 0.04 acre), as petitioned by Linh Le:

A. Approve the Petition to Vacate a portion of a 20-foot-wide alleyway, Block 21, Hazlehurst Subdivision (approximately 0.04 acre), as petitioned by Linh Le;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

Petitioner owns Lots 5 through 10, Block 21, Hazlehurst Subdivision and Lots 1 through 5, Block A, Blount Re-Subdivision of Kupfrian Park. There is a platted 20-foot-wide alleyway extending east to west through said Block 21, as recorded in Plat Deed Book 55, at Page 262, of the public records of Escambia County, Florida. Petitioner is requesting that the Board vacate any interest it has in that portion of said 20-foot-wide alleyway (approximately 0.04 acre), which abuts her property. Staff has made no representations to the Petitioner or to the Petitioners' agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

BACKGROUND:

Petitioner owns Lots 5 through 10, Block 21, Hazlehurst Subdivision and Lots 1 through 5, Block A, Blount Re-Subdivision of Kupfrian Park. There is a platted 20-foot wide alleyway extending east to west through said Block 21 as recorded in Plat Deed Book 55 at Page 262 of the public records of Escambia County, Florida. Petitioner is requesting that the Board vacate any interest it has in that portion of said 20-foot wide alleyway (approximately 0.04 acres) which abuts her property. Staff has made no representations to the Petitioner or to the Petitioners' agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

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

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Petition

Hold Harmless Agreement

Resolution

Notice of Adoption

Plat Book 55 Page 262

Aerial Map

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

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

Alleyway

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

1. That the Petitioner(s), Linh Le
presently ✓ own(s) _____ do/does not own an interest in the real property, which
adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-
way, alleyway, or other land being more particularly described as follows:

Please see attachment.

2. That the Petitioner(s), Linh Le
desire(s) that the Board of County Commissioners surrender, renounce and disclaim
any right of the County and the public in and to that portion of the public road rights-of-
way, alleyway, or other land described above and lying and being in Section(s) 31
Township 2 South Range 30 West and recorded in Deed Book 55 At Page 262
of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Linh Le

Petitioner(s) Name

4772 Mallard Creek Rd.

Street Address

Pensacola

City

FL

State

32526

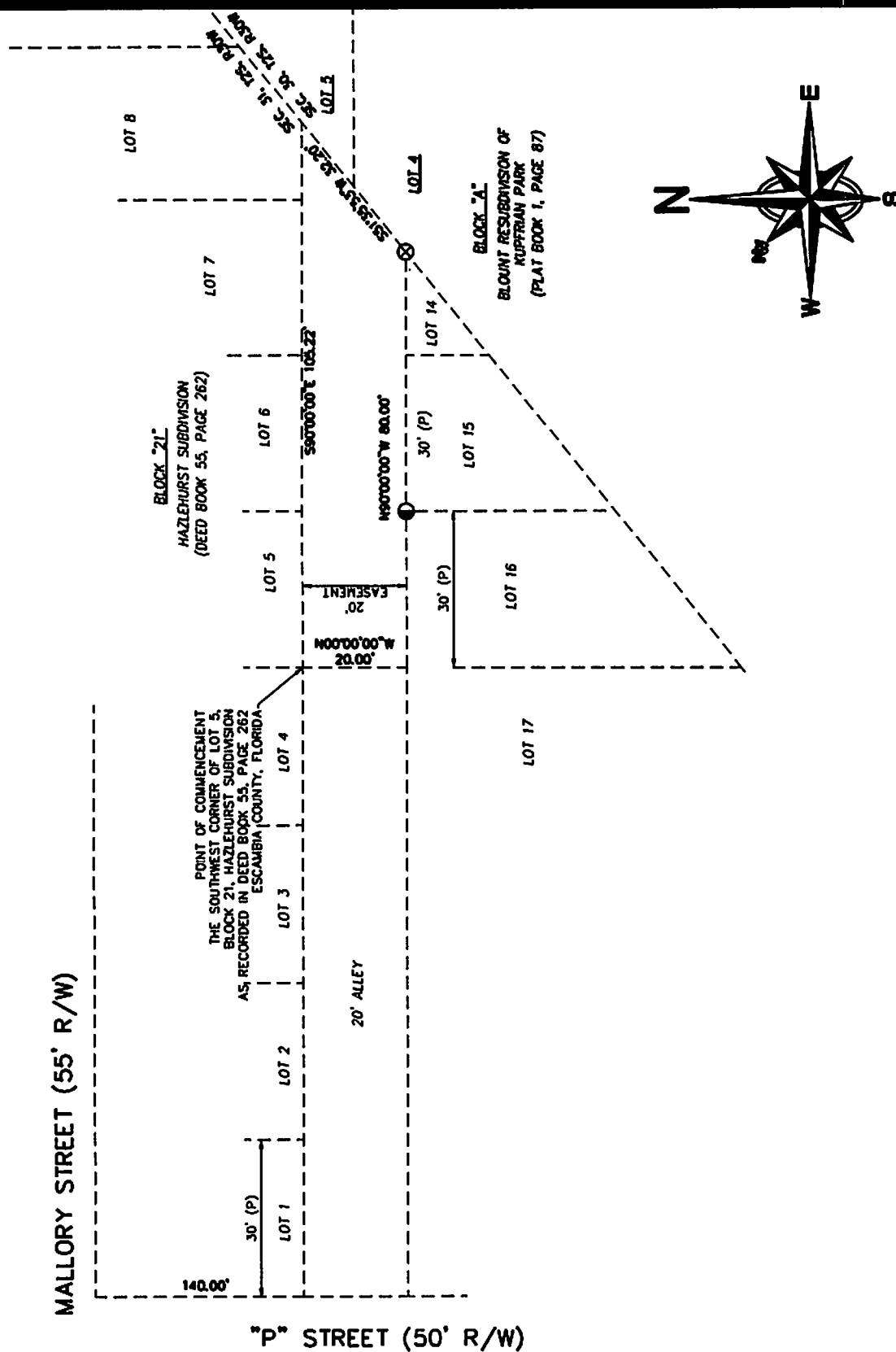
850 417-9640

Phone Number

Agent's Name

Agent's Phone Number

Date



SCALE: 1" = 30'

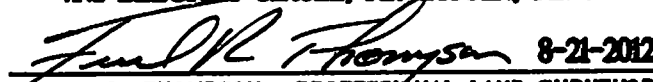
DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

A 20 FOOT WIDE EASEMENT CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 21, HAZLEHURST SUBDIVISION AS RECORDED IN DEED BOOK 55 AT PAGE 262 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5 AND A PROJECTION THEREOF FOR A DISTANCE OF 105.22 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 51 DEGREES 35 MINUTES 53 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID SECTION 31 FOR A DISTANCE OF 32.20 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 14, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 14 AND A PROJECTION THEREOF FOR A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF LOT 16, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMIBA COUNTY, FLORIDA AND CONTAINS 0.04 ACRES MORE OR LESS.

NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FL. 32526

 8-21-2012
FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE: 1" = 30'



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

SHEET 2 OF 2
7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

HOLD/HARMLESS AGREEMENT

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

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

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

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

Please see attachment

2. Petitioner(s), hereby covenant(s) and agree(s) that _____ has s complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

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

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

Executed in the presence of:

Brenda L Wilson

Witness

Brenda L Wilson

Print or type name

Judith Cantrell

Witness

Judith Cantrell

Print or type name

Whyte

Petitioner(s)

Linh Le

Print or type name(s)

Date: 1/3/13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

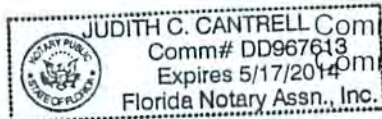
The foregoing instrument was acknowledged before me this 3rd day of Jan, 2013, by Linh Le. He/She is () personally known to me, () produced current Florida/Other ✓ driver's license as identification, and/or () produced current _____ as identification.

Judith C. Cantrell

Notary Public

(Notary Seal must be affixed)

Print or type name



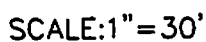
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

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



RESOLUTION NUMBER R _____ - _____

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

WHEREAS, Linh Le
has s petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 21, HAZLEHURST SUBDIVISION AS RECORDED IN DEED BOOK 55 AT PAGE 262 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5 AND A PROJECTION THEREOF FOR A DISTANCE OF 105.22 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 51 DEGREES 35 MINUTES 53 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID SECTION 31 FOR A DISTANCE OF 32.20 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 14, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 14 AND A PROJECTION THEREOF FOR A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF LOT 16, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.04 ACRES MORE OR LESS.

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

WHEREAS, Petitioner(s), Linh Le,
has s caused to be published on _____, A.D., 20____, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at _____ on _____ in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

1. That the motion to vacate is hereby adopted and approved.

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

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 21, HAZLEHURST SUBDIVISION AS RECORDED IN DEED BOOK 55 AT PAGE 262 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5 AND A PROJECTION THEREOF FOR A DISTANCE OF 105.22 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 51 DEGREES 35 MINUTES 53 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID SECTION 31 FOR A DISTANCE OF 32.20 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 14, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 14 AND A PROJECTION THEREOF FOR A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF LOT 16, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.04 ACRES MORE OR LESS

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

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

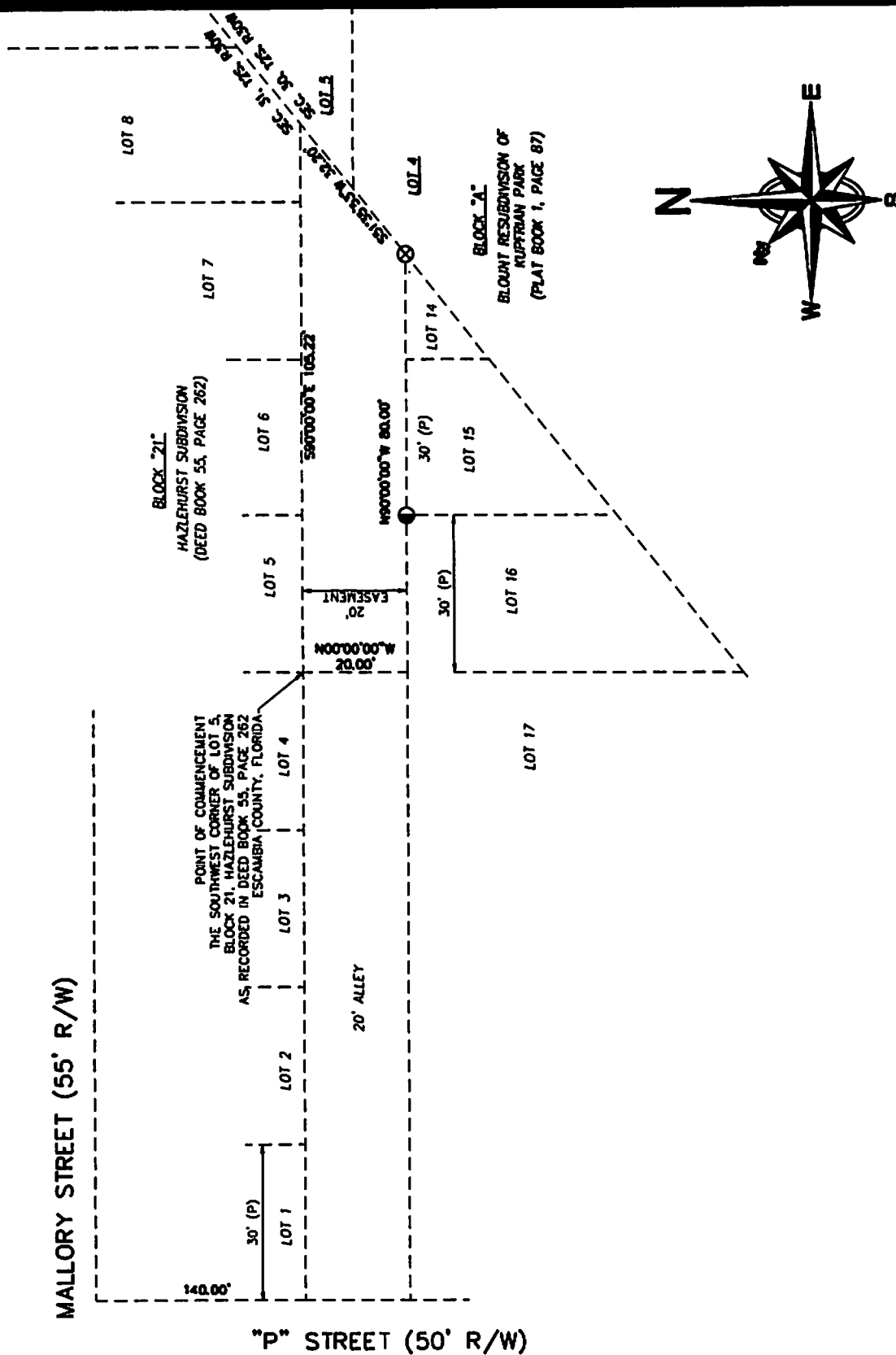
NOTICE IS HEREBY GIVEN that on _____,
A.D., 20____, in accordance with Sections 336.09 and 336.10, Florida Statutes and
Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual,
the Board of County Commissioners of Escambia County, Florida, adopted a resolution
vacating, abandoning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

Please see attachment.

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

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

Board of County Commissioners
Escambia County, Florida



SCALE: 1" = 30'


DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

A 20 FOOT WIDE EASEMENT CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 21, HAZLEHURST SUBDIVISION AS RECORDED IN DEED BOOK 55 AT PAGE 262 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5 AND A PROJECTION THEREOF FOR A DISTANCE OF 105.22 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 51 DEGREES 35 MINUTES 53 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID SECTION 31 FOR A DISTANCE OF 32.20 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 14, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 14 AND A PROJECTION THEREOF FOR A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF LOT 16, BLOCK 21 HAZLEHURST SUBDIVISION; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.04 ACRES MORE OR LESS.

NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FL. 32526

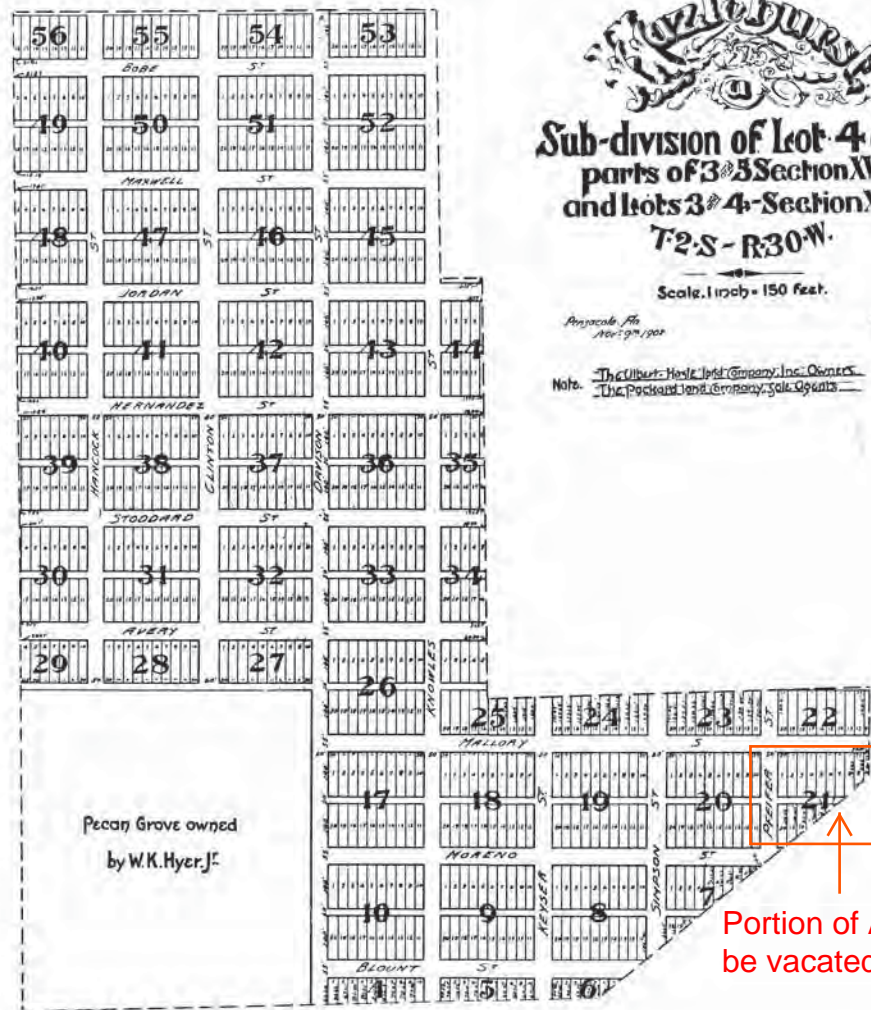
 8-21-2012
FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE: 1" = 30'



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

SHEET 2 OF 2
7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052



Maplehurst
**Sub-division of Lot 4 and
 parts of 3 & 5 Section XVII
 and Lots 3 & 4-Section XXXI.**

T-2-S-R-30-W.

Scale, 1 inch = 150 feet.

Perpetual Pl.
Nov. 9th, 1902

L.E. Thomson
Civil Engineer

Note. ~~The Gilbert-Hale Lumber Company, Inc. Owners~~
~~The Peckham Lumber Company, sole agents~~

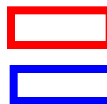
REQUEST TO VACATE PORTION OF A 20 WIDE FOOT ALLEYWAY, BLOCK 21, HAZLEHURST SUBDIVISION

Petitioner: Linh Le



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 09/13/12 DISTRICT 3



Portion of 20' Wide Alleyway, Hazlehurst Subdivision be Vacated

Petitioners' Property



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3898

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 02/21/2013

Issue: 5:32 p.m. Public Hearing to Establish Public Parks on Pensacola Beach and Perdido Key Specifically Designated for Dogs (Ordinance)

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance to establish two public parks on Pensacola Beach specifically designated for dogs and to establish parks on Perdido Key specifically designated for dogs.

Recommendation: That the Board adopt an Ordinance of Escambia County, Florida, amending Volume I, Chapter 10, Article I, Section 10-11, relating to animal control, creating Section 10-25 of the Escambia County Code of Ordinances to establish two public parks on Pensacola Beach specifically designated for dogs, and creating Section 10-26 of the Escambia County Code of Ordinances to establish parks on Perdido Key specifically designated for dogs.

BACKGROUND:

At its Regular Meeting held on January 9, 2013, the Santa Rosa Island Authority Board voted in favor of recommending to the Board of County Commissioners a proposed amendment to the Animal Control Ordinance to establish two public parks on Pensacola Beach specifically designated for dogs.

At its Regular Meeting held on January 17, 2013, the Board of County Commissioners approved a recommendation authorizing the scheduling of a public hearing to consider amending the Escambia County Code of Ordinances to allow dogs on certain portions of Pensacola Beach.

Prior to the public hearing, previously scheduled to occur on February 7, 2013, the Board of County Commissioners voted to revise the proposed Ordinance to include a provision establishing dog parks on Perdido Key. Consequently, the public hearing was postponed and rescheduled to occur on February 21, 2013.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was drafted by Kristin Hual, Assistant County Attorney, and advertised in the Saturday Edition of the Pensacola News Journal on February 9, 2013.

PERSONNEL:

The ordinance will be administered by the Escambia County Sheriff's Office, Escambia County Animal Control, and the Santa Rosa Island Authority.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the ordinance by a majority vote.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NUMBER 2013-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-11 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ANIMAL CONTROL; CREATING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-25 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH TWO PUBLIC PARKS ON PENSACOLA BEACH SPECIFICALLY DESIGNATED FOR DOGS; CREATING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-26 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH PARKS ON PERDIDO KEY SPECIFICALLY DESIGNATED FOR DOGS; PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR HOURS OF OPERATION; REQUIRING THE POSTING OF SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare to regulate land use planning and development in the County; and

WHEREAS, the Board of County Commissioners finds that the County's ordinances relating to animal control require amendment to promote the health, safety and welfare of the public by providing protection for, regulation and control of animals on public beaches in the County; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment modifying the provision relating to animal control, creating a provision to establish two public parks on Pensacola Beach specifically designated for dogs, and creating a provision to establish public parks on Perdido Key specifically designated for dogs serves an important public purpose.

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

Section 1. That Volume 1, Chapter 10, Article I, Section 10-11 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 10-11. Animal Control.

- (a) *Generally.* Animals are prohibited from roaming freely on any public or private property without the consent of the owner or lessee unless such animal is specifically excepted as further set out in this section.
- (b) *Public places.* Animals are prohibited from public places in the county such as airports, hotels, restaurants, theaters, public conveyances, grocery stores, or other establishments serving food, beverages or staple foods, and at public gatherings

such as outdoor festivals, fairs, etc. Animals so found, whether roaming or on direct control by the owner, may be impounded.

- (1) It shall be unlawful for the owner of an animal to allow his animal in public places of the county such as school grounds, school bus stops, public parks, beaches, and playgrounds.
 - (2) It shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority, or on that portion of any beach, public or private, lying seaward of the coastal construction setback line for land southward of the right-of-way of State Road 292 or lying seaward of the line of vegetation for land northward of the right-of-way for State Road 292 on the portion of the county known as Perdido Key which is bordered to the west by the Alabama state line, to the south by the waters of the Gulf of Mexico, to the east by the property of the U.S. Government, and to the north by the waters of the Intracoastal Waterway.
 - (3) Provided, however, no animal owner shall be prohibited from permitting his animal within 50 feet of a building which the animal owner owns or leases.
- (c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches and recreational areas shall not apply to:
- (1) Animals utilized by law enforcement agencies, while engaged in law enforcement activity.
 - (2) Animals trained to assist the blind or hearing impaired, provided such animal is in the company of such person.
 - (3) The showing and training of dogs and the use of animals in educational presentations in appropriate locations of auditoriums, schools, parks, parking lots, armories, theaters, and similar public or privately owned areas.
 - (4) The transportation of animals by airlines at the airport in the county.
 - (5) Special events as authorized by a vote of the majority of the board of county commissioners with any conditions set forth by the board as reasonable under the circumstances.
 - (6) Designated portions of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority as provided in section 10-25.
 - (7) Designated portions of Perdido Key under the jurisdiction of the county as provided in section 10-26.
- (d) *Female animals in season.* The owner of any female animal in heat shall keep such animal confined in a building or secure enclosure, veterinary hospital, or boarding kennel in such a manner that such female animal cannot come in contact with another animal, except for intentional breeding purposes. An owner who does not keep the female animal confined while in season shall be guilty of a civil infraction

and punished as provided in section 10-23. This section shall not apply to female animals entered in organized shows.

(e) *Animal nuisances prohibited.* Any animal or animals which shall do any of the following are declared to be an animal nuisance:

- (1) Molests passersby or passing vehicles.
- (2) Attacks other animals.
- (3) Trespasses on school grounds.
- (4) Is repeatedly at large.
- (5) Damages private or public property.
- (6) Defecates or urinates upon the property of others.
- (7) Repetitively barks, whines, howls or otherwise produces any noise in an excessive, continuous or untimely fashion for a period of five minutes or more except that caused by intentional human provocation.
- (8) Has a communicable or contagious disease that is untreated or does not respond to treatment.
- (9) Causes or emits an offensive odor which can be detected off the property of its owner.
- (10) Is kept in a manner which causes a breeding place for flies, lice, fleas or other vermin or disease.
- (11) Unreasonably interferes with a person's use and enjoyment of his property.

Any person who keeps, harbors, or maintains an animal nuisance, as defined above, shall be guilty of a civil infraction and punishable as provided in section 10-23.

(f) *Removal of canine waste and requirement for possession of device for removal in the county.*

- (1) It shall be the duty of each person who is in the company of or responsible for a dog on areas other than the property of such person to remove any feces left by his dog on any yard, sidewalk, gutter, street, right-of-way, or other public or private place.
- (2) It shall further be the duty of any person while in direct control of a dog to have in his possession a plastic bag or "pooper scooper" or other such device sufficient for his use in the removal of canine waste.
- (3) Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23.
- (4) This section may be enforced by the county sheriff or county animal control officers. The provisions of Rule 3.125, Florida Rules of Criminal Procedure, providing that violators of county ordinances may be served with a notice to appear, shall be applicable to violations of this section. Failure of a person

receiving a notice to appear to comply with the requirements on the notice shall be deemed a separate violation of this chapter for which a warrant for the violator's arrest may be issued.

(g) *Animal enclosures.*

- (1) The owner or keeper of an animal enclosure shall not sell, trade or give away any dog or cat, over four months of age, unless the dog or cat has been vaccinated. Appropriate records shall be maintained in accordance with F.S. § 828.31 (Laws of Fla., ch. 93-13(1993)).
- (2) Animal control shall be permitted to inspect any animal enclosure, animal records, and all animals and the premises where such animals are kept at any reasonable time during normal business hours where the officer has probable cause to believe a violation of this chapter exists to ensure compliance with all provisions of this chapter.

Section 2. That Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances is hereby created to read as follows:

(1) Short Title. This section shall be known as the “Pensacola Beach Dog Park Ordinance.”

(2) Legislative Intent. The intent of this section is to establish two parks on Pensacola Beach where dogs are permitted subject to the regulations provided herein that will promote a pet-friendly atmosphere while enhancing the health, safety and welfare of the public by providing protection for, regulation and control of animals on designated public beaches in Escambia County.

(3) Dog parks, requirements, hours.

(a) Except as specifically provided herein, it shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority.

(b) Dogs shall be permitted on that portion of Pensacola Beach on the Gulf of Mexico adjacent to Parking Lot B (“Park West”) extending south from the dune vegetation line to the Gulf of Mexico and 100 yards to the west of the dune walkover and Parking Lot E (“Park East”) extending south from the dune vegetation line to the Gulf of Mexico and 150 feet to the east and 150 feet to the west of the dune walkover.

(c) From May 1st through September 30th, the hours of operation shall be from 7:00 a.m. until 10:00 a.m. CST. From October 1st through April 30th, the hours of operation shall be from the time of sunrise until 10:00 a.m. CST.

(d) The Santa Rosa Island Authority shall provide appropriate signage designating the park boundaries and rules of operation.

(e) All dogs shall be prohibited from roaming freely within the boundaries of the park. Each dog must be fastened to a suitable leash of dependable strength not to exceed eight (8) feet in length, and the leash must be held at all times by the person maintaining supervision and control over the dog.

(f) Any person having a dog on the beach during the above enumerated hours must carry with and on such person suitable materials with which to remove from the beach any fecal matter deposited by the dog. Any fecal matter must be removed immediately upon its deposit by the person maintaining supervision and control over the dog.

(g) Each dog must have the proper license tags affixed to its collar or harness at all times.

(h) No person maintaining supervision and control over a dog on the beach may deliberately disobey a reasonable command to ensure compliance with the rules and regulations provided in this section. A reasonable command shall only be made by the executive director, the director of public safety, the water safety supervisor and senior lifeguards of the Santa Rosa Island Authority while in the performance of their official duties. A reasonable command shall be preceded by a verbal warning to cease the prohibited activity and such person shall be permitted a reasonable opportunity to comply with the warning. A reasonable command shall be made in the presence of the county sheriff or his or her deputies.

(i) The executive director and the director of public safety of the Santa Rosa Island Authority shall have the authority to close the parks when deemed necessary to ensure the health, safety and welfare of the general public.

(4) Enforcement and penalty. This section may be enforced by the county sheriff and his or her deputies or county animal control officers as provided in this chapter. Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23.

(5) Sunset provision. This provision shall stand repealed one year from the date of enactment unless reviewed and saved from repeal through reenactment by the Board of County Commissioners.

Section 3. That Volume 1, Chapter 10, Article I, Section 10-26 of the Escambia County Code of Ordinances is hereby created to read as follows:

(1) Short Title. This section shall be known as the “Perdido Key Dog Park Ordinance.”

(2) Legislative Intent. The intent of this section is to establish parks on Perdido Key where dogs are permitted subject to the regulations provided herein that will promote a pet-friendly atmosphere while enhancing the health, safety and welfare of the public by providing protection for, regulation and control of animals on designated beaches in Escambia County.

(3) Dog parks, requirements, hours.

(a) Except as specifically provided herein, it shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of any beach, public or private, lying seaward of the coastal construction setback line for land southward of the right-of-way of State Road 292 or lying seaward of the line of vegetation for land northward of the right-of-way for State Road 292 on the portion of the county known as Perdido Key which is bordered to the west by the Alabama state line, to the south by the waters of the Gulf of Mexico, to the east by the property of the U.S. Government, and to the north by the waters of the Intracoastal Waterway.

(b) Dogs shall be permitted on that portion of Perdido Key on the Gulf of Mexico...

(c) From May 1st through September 30th, the hours of operation shall be from 7:00 a.m. until 10:00 a.m. CST. From October 1st through April 30th, the hours of operation shall be from the time of sunrise until 10:00 a.m. CST.

(d) The County shall provide appropriate signage designating the park boundaries and rules of operation.

(e) All dogs shall be prohibited from roaming freely within the boundaries of the park. Each dog must be fastened to a suitable leash of dependable strength not to exceed eight (8) feet in length, and the leash must be held at all times by the person maintaining supervision and control over the dog.

(f) Any person having a dog on the beach during the above enumerated hours must carry with and on such person suitable materials with which to remove from the beach any fecal matter deposited by the dog. Any fecal matter must be removed immediately upon its deposit by the person maintaining supervision and control over the dog.

(g) Each dog must have the proper license tags affixed to its collar or harness at all times.

(h) No person maintaining supervision and control over a dog on the beach may deliberately disobey a reasonable command to ensure compliance with the rules and regulations provided in this section. A reasonable command shall only be made by county animal control officers while in the performance of their official duties.

A reasonable command shall be preceded by a verbal warning to cease the prohibited activity and such person shall be permitted a reasonable opportunity to comply with the warning. A reasonable command shall be made in the presence of the county sheriff or his or her deputies.

(i) The director of public safety shall have the authority to close the parks when deemed necessary to ensure the health, safety and welfare of the general public.

(4) Enforcement and penalty. This section may be enforced by the county sheriff and his or her deputies or county animal control officers as provided in this chapter. Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23.

(5) Sunset provision. This provision shall stand repealed one year from the date of enactment unless reviewed and saved from repeal through reenactment by the Board of County Commissioners.

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 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 6. Effective Date.

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

DONE AND ENACTED THIS ____ DAY OF _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

DRAFT



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3872

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 02/21/2013

Issue: Approximately \$53,000,000 Escambia County, Florida Industrial Development Revenue Bonds, Series 2013 (Century Wood Pellet Project)

From: Richard Lott, Partner

Organization: McGuireWoods LLP

CAO Approval:

RECOMMENDATION:

5:33 p.m. TEFRA Public Hearing for consideration of adopting the Resolution authorizing the issuance of approximately \$53,000,000 Escambia County, Florida, Industrial Development Revenue Bonds, Series 2013, for construction of a wood biomass pellet manufacturing facility to be located in Century, Florida.

Recommendation: That the Board take the following action concerning the issuance of approximately \$53,000,000 Escambia County, Florida, Industrial Development Revenue Bonds, Series 2013 (Century Wood Pellet Project) (herein, the "Bonds"), on behalf of North Florida Biomass Fuels, LLC (the "Borrower"), for construction of a wood biomass pellet manufacturing facility to be located in Century, Florida:

A. Ratify the scheduling of the 5:33 p.m. Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds and advertising of the Notice of Public Hearing; and

B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of the Bonds upon the terms established therein.

[The Bonds will not obligate the credit of the County or pose any obligation or liability for the County.]

BACKGROUND:

The Borrower, a Florida limited liability company, has requested the County issue the above-referenced Bonds to finance the design, construction and equipping of a solid waste disposal and wood biomass pellet manufacturing facility (the "Project") within the territorial limits of the County and pay certain costs of issuance in connection therewith.

The Bonds will be industrial development revenue bonds within the meaning of Chapter 159, Part II, Florida Statutes, and will require a private activity bond allocation from the State of Florida. A public hearing with respect to the Bonds is required by federal law and has been scheduled to be held on February 21, 2013, following published notice as required by federal law for private activity bond issues, the proceeds of which which are used to finance

projects owned and operated by private companies. Under the terms of the standard financing documents, the Borrower is responsible for use and operation of the Project, and the Bonds will not obligate the credit of the County or pose any obligation or liability for the County.

BUDGETARY IMPACT:

The County will not be required to make any payments or incur any costs for the Bonds. The County shall be also be reimbursed by the Borrower for out of pocket expenses as outlined in the Conduit Bonds Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

Richard Lott, McGuireWoods LLP, the County's Bond Counsel, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds, and the County's Disclosure Counsel, Mr. Mustian of Nabors, Giblin & Nickerson, P.A., will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure the County's interests are protected.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in Chapter 46, Article VII, Code of Ordinances, as amended (the "Conduit Bonds Ordinance").

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the letter of intent will be required after adoption of the Resolution, and the execution by the authorized officers of the Board of the final financing and closing documents will be required at or prior to the Closing.

Attachments

Resolution

RESOLUTION NO. R2013-__

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY, BY ESCAMBIA COUNTY, FLORIDA, FROM TIME TO TIME OR AT ONE TIME, IN ONE OR MORE SERIES OR ISSUES OF ITS REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY \$53,000,000 TO BE DESIGNATED “ESCAMBIA COUNTY, FLORIDA INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2013 (CENTURY WOOD PELLET PROJECT)”; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS;AND APPROVING AND AUTHORIZING OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Escambia County, Florida (the “County”), is authorized and empowered by the provisions of the Florida Industrial Development Financing Act, being Part II of Chapter 159, Florida Statutes, as amended (the “Act”), to issue revenue bonds for the purpose of providing funds to pay all or any part of the cost of a “project”; as defined in the Act; and

WHEREAS, North Florida Biomass Fuels, LLC (the “Company”), requests the County approve the issuance, from time to time or at one time, in one or more issues or series, of its Industrial Development Revenue Bonds, Series 2013 (Century Wood Pellet Project), in an aggregate principal amount of approximately \$53,000,000 (the “Bonds”) to finance the design, construction and equipping of a solid waste disposal and wood biomass pellet manufacturing facility on an approximately 25 acre site located at 600 Tedder Road, Century, Florida 32535, within the County (the “Project”); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires public approval of certain revenue bonds by an applicable elected representative of the governmental unit on behalf of which such bonds are to be issued, and any plan of finance therefor, following a public hearing; and

WHEREAS, following publication of notice, the Bonds and the plan of finance have been submitted to a public hearing held by the Board of County Commissioners of the County (the “Board”) on this date, as required pursuant to Section 147 of the Code; and

WHEREAS, the Board has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views; and

WHEREAS, the Board desires to approve the Bonds and the plan of finance pursuant to the requirements of Section 147 of the Code;

WHEREAS, it is the intent of this resolution to also satisfy the requirements of Treasury Regulation Section 1.150-2 for the County to declare its intent to use proceeds of the Bonds to

reimburse prior capital expenditures;

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

Section 1. Bonds in one or more series in an aggregate principal amount of approximately \$53,000,000 are hereby authorized to be issued under and pursuant to the Act, and the proceeds thereof are authorized to be loaned to the Borrower, for the purposes of financing the Project, subject to the final approval of the terms and conditions thereof by the County.

Section 2. The Board hereby ratifies and approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the County on February 7, 2013. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record, a copy of which is attached as Exhibit "A" hereto. After diligent and conscientious consideration of the comments and concerns expressed by the persons appearing at the public hearing, and after diligent and conscientious consideration of any written correspondence, the Board, for the purposes of Section 147(f) of the Code, hereby approves the Bonds, the financing of the Project described herein and in the Notice, and further approves the plan of finance for the issuance by the County from time to time of approximately \$53,000,000 of the Bonds, for the purposes herein described.

Section 3. The Bonds shall be sold at negotiated sale to a purchaser or underwriter selected by the Borrower and approved by the County, as purchaser or underwriter with respect to the Bonds. The purchaser or underwriter is hereby authorized at the appropriate time to distribute a preliminary official statement, preliminary placement agreement or other offering document to potential purchasers of the Bonds, upon approval of the form thereof by the Chairman or the CountyAdministrator or his designee.

Section 4. The Chairman, the Vice-Chairman, the Clerk and her Deputy Clerks, the County Attorney, the County Administrator, McGuireWoods LLP, as Bond Counsel to the County, and such other officials of the County as may be appropriate are hereby authorized and directed, jointly and severally, to take such actions as they may deem necessary or advisable to assist in the marketing, sale, issuance and administration of the Bonds and otherwise effectuate the purposes of this resolution, including the execution, delivery and filing for and on behalf of the County any and all certificates, documents or other papers, including without limitation, tax certifications, applications and certifications with respect to Private Activity Bond Volume Cap and Internal Revenue Service Form 8038, and to perform any and all acts as they may deem necessary or appropriate in order to carry out the intent of this Resolution and the matters herein authorized. All actions heretofore taken by the officers of the County for such purposes are hereby confirmed and ratified.

Section 5. Prior to the issuance of the Bonds, an appropriate public agency or agencies must determine, with respect to the Project that:

- (i) The Project is appropriate to the needs and circumstances of, and will make a significant contribution to the economic growth of the County, will provide gainful employment, will promote commerce with the State of Florida and will serve a

public purpose by advancing the economic prosperity and the general welfare of the State of Florida and its people.

- (ii) The Borrower is the financially responsible party which is fully capable and willing to fulfill (A) its obligations under the financing documents, including the obligation of the Borrower to make loan repayments under one or more loan agreements in the amounts and at the times required to provide for the timely payment of the principal of, premium, if any, and interest on the Bonds herein authorized, and (B) all other obligations and responsibilities imposed under the financing documents.
- (iii) The County will be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the acquisition, construction, development, furnishing, equipping, operation, repair and maintenance of the Project and on account of any increase in population or other circumstances resulting therefrom.
- (iv) Adequate provision will be made in the financing documents for the operation, repair and maintenance of the Project at the expense of the Borrower and in the financing documents for the payment by the Borrower of certain fees and expenses incurred in connection with the issuance of the Bonds, and the loan repayments under one or more loan agreements sufficient to pay the principal of, premium, if any, and interest on the Bonds herein authorized.
- (v) The Project constitutes a "Project" within the meaning of the Act.
- (vi) The Project will be financed with tax exempt bonds under applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") as well as any necessary taxable bonds.

Section 6. Nothing herein shall obligate the County to issue the Bonds if, at any time prior to the sale thereof by the County to the purchaser or underwriter thereof, the County shall determine that it is not in the public interest or the interest of the County to proceed with the issuance of the Bonds for any reason whatsoever, including, without limitation, the marketing plan for the sale of the Bonds to investors.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the County that any particular action or proposed action is required, authorized or permitted under the laws of the State of Florida or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the Bonds for suitability of investment. The Borrower shall comply with the applicable provisions of Chapter 46, Article VII, Escambia County Code of Ordinances, as amended. The County's conduit bond fee shall be applied toward payment of the fee of the County's Bond Counsel.

Section 7. It is the intention of the County to issue the Bonds pursuant to the Act to create a financing program to make loans to assist in financing projects meeting the criteria set forth

in the Act, which loans shall mature not later than the final maturity of the applicable series of the Bonds. The amounts to be held in any reserve fund, any loan fund, amounts to be received from the repayment of principal of and interest on the loans, the income to be derived from the investment thereof and any other available moneys under the financing program for the Project is expected to be sufficient to pay the debt service on the Bonds for such Project.

Section 8. The Chairman or Vice-Chairman of the County is hereby authorized to execute the County's letter or letters of intent addressed to the Borrower in substantially the form attached hereto as Exhibit "B" and incorporated herein, with such changes therein, whether made prior to the execution thereof or thereafter, as shall be approved from time to time by the officer executing the same on behalf of the County.

Section 9. The County hereby authorizes Bond Counsel and the County Attorney, to take all necessary action to validate the Bonds under Chapter 75, Florida Statutes, if such shall be deemed necessary or appropriate by such counsel. The appropriate officials of the County are hereby authorized to provide such assistance, take such action, and execute and deliver on behalf of the County such documents or instruments as may be necessary or required in connection with any validation of the Bonds or satisfaction of any conditions therefor.

Section 10. Effective Date

This Resolution shall be in full force and effect immediately upon its passage.

Passed and approved this 21st day of February, 2013.

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

By: _____
Gene M. Valentino, Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

Approved as to form and legality:

By: _____
Deputy Clerk

By:  _____
Alison Rogers, County Attorney

[SEAL]

EXHIBIT "A"

PROOF OF PUBLICATION OF NOTICE OF PUBLIC HEARING

[Follows]

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Roshundia Gillis** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:


NOTICE OF PUBLIC HEARING

Was published in said newspaper in the issue(s) of:

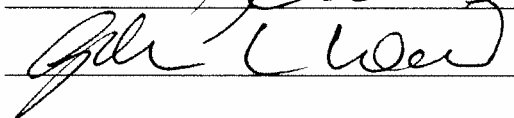
FEBRUARY 7, 2013

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this **8th Day of February, 2013**, by **Roshundia Gillis**, who is personally known to me.



Affiant



Notary Public

GILLIAN L. WARD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #EE835572
MY COMMISSION EXPIRES SEPT. 17, 2016

NOTICE OF PUBLIC HEARING

The Board of County Commissioners of Escambia County, Florida (the "County") will meet on Thursday, February 21, 2013, in the meeting room of the Board of County Commissioners, located at 221 Palafox Place, Pensacola, Florida, 32502 at 5:33 p.m., for the purpose of conducting a public hearing on the proposed plan of finance to issue from time to time or at one time, in one or more issues or series, up to \$53,000,000 in aggregate principal amount of Industrial Development Revenue Bonds, the proceeds of which will be made available to North Florida Biomass Fuels, LLC (the "Company"), and used to finance the design, construction and equipping of a solid waste disposal and wood biomass pellet manufacturing facility on an approximately 25 acre site located at 600 Tedder Road, Century, Florida 32535, within the County. The principal of and interest on all bonds described in this notice shall be payable solely out of the revenues derived from the financing agreement between the County and the Company. All such bonds and interest thereon shall never constitute the debt or indebtedness of the County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers. The Project will be owned by the Company or one of its corporate affiliates.

At the time and place fixed for said public hearing, all who appear will be given an opportunity to express their views for or against the proposal to issue said bonds. Prior to said public hearing, written comments may be delivered to the Clerk of the Circuit Court, ex officio Clerk to the Board of County Commissioners, at the Escambia County Courthouse, 221 Palafox Place, Pensacola, Florida 32502.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

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

Legal No 1590440 1T February 7, 2013

EXHIBIT "B"

FORM OF LETTER OF INTENT

[COUNTY LETTERHEAD]

[DATE]

North Florida Biomass Fuels, LLC
1637 SE 12th Court
Fort Lauderdale, Florida 33316

Re: Proposed design, construction and equipping by North Florida Biomass Fuels, LLC, of a solid waste disposal and wood biomass pellet manufacturing facility on an approximately 25 acre site located at 600 Tedder Road, Town of Century, Escambia County, Florida, and the financing thereof with revenue bonds issued by the County (as herein defined).

Gentlemen:

Based upon recent discussions with representatives of North Florida Biomass Fuels, LLC (the "Borrower"), it is the understanding of the officials and representatives of Escambia County, Florida (the "County"), that the Borrower is currently undertaking the above-referenced project (the "Project") for the purpose of acquiring, constructing, developing, furnishing and equipping of the Project; that the Project to be known as North Florida Biomass Fuels Wood Pellet Manufacturing Project will cost approximately \$53 Million; and that the construction thereof by the Borrower will provide for disposal of solid waste, manufacturing of renewable fuels, advance the health, safety and welfare of the residents of the County and provide and preserve employment in the jurisdiction of the County, and that the willingness of the County to issue and sell its industrial development revenue bonds for the purpose of financing the Project is an important fact under consideration by the Borrower in determining the extent of the feasibility of the Project.

Based upon representations of the Borrower, the County has determined that the issuance of its bonds to assist the Borrower by financing such Project will provide for the disposal of solid waste, provide manufacturing facilities, advance the health, safety and welfare of the residents of the County and provide and preserve employment in such community and the County's issuance of such bonds will serve a public purpose by promoting and advancing the economic prosperity and the health, safety and welfare of the State of Florida and its people. Neither this letter nor the inducement resolution constitutes final authorization to issue the bonds. Final approval will be in the form of an authorizing resolution that must be approved upon receipt of the finalized plan of finance and substantially complete offering documents acceptable to the County.

Accordingly, in order to induce the Borrower to incur expenses for the initiation of such Project and its financing, the County hereby makes the following proposal:

1. The County will, subject to the requirements of applicable law and financial feasibility, issue its revenue bonds in one or more series or installments totaling in the aggregate principal amount of approximately \$53,000,000 (the "Bonds") for the purpose of paying or financing the cost of the Project. The Bonds will be secured by the revenues of such Project, and will be issued in one or more series, in such aggregate principal amount, mature at such times, bear interest at such rates and be subject to such other terms and have such security as shall be agreed upon between the County and the Borrower.

2. The County and the Borrower will enter one or more Loan Agreements (the "Agreement") which shall provide for the loan of Bond proceeds to the Borrower or its corporate affiliates, for the construction, development, furnishing and equipping of the Project (including eligible reimbursement to the Borrower for costs of the Project incurred prior to the delivery of the Agreement) and repayment of the loan by the Borrower. The installment payments to be made by the Borrower in repayment of the loan pursuant to the Agreement shall be pledged to the payment of the principal of, interest on and redemption premium, if any, applicable to the Bonds and the fees and expenses of the trustee. The Agreement shall contain such terms and provisions which are acceptable to the County or its representatives, and the Borrower. The loan installments shall be fully sufficient to pay the cost of the Project, the cost and expenses of financing the same and the fees and expenses of the Borrower, the trustee and the County related thereto.

3. The County will cooperate in the prompt preparation of the Agreement and the necessary authorizations and resolutions for the authorization and sale of the Bonds and will promptly proceed with validation of the Bonds in the Circuit Court of the County, pursuant to the provisions of Chapter 75, Florida Statutes, if, in the opinion of bond counsel, review Bond Counsel for the County or the County Attorney, such validation proceedings are necessary or desirable.

4. Except as otherwise expressly provided in Sections 5 and 6 below, upon delivery of the Bonds and payments of all amounts due to the County in connection therewith, the provisions of this proposal and the agreement resulting from its acceptance by the Borrower shall have no further effect, and in the event of any inconsistency between the terms of this proposal and the terms of the Agreement in the form in which it shall be finally approved by resolution of the County, the provisions of the Agreement as so approved shall control.

5. Upon acceptance by the Borrower, the County shall keep open and outstanding this commitment and inducement to the Borrower for a reasonable time so long as the Borrower shall be proceeding with appropriate efforts toward conclusion of any arrangements necessary to the financing of the Project; provided, however, if for any reason (other than that which shall be the fault of the County) the Bonds are not delivered to the purchaser or purchasers thereof by February 21, 2014, then the provisions of this proposal and the agreement resulting from its acceptance by the Borrower may be cancelled at any time thereafter, at the option of the County and without notice to the Borrower, by resolution of the County, duly adopted. In such event, or in the event of its earlier cancellation by agreement between the Borrower and the County, neither party shall have any rights against the other and no third party shall have any rights against either party except:

(a) The Borrower and its members will pay to the County the amount of all expenses which shall have been incurred by the County in connection with the Project;

(b) The Borrower will assume and be responsible for all contracts entered into by the County at the request of the Borrower or its corporate affiliates in connection with the Project; and

(c) The Borrower and its members will pay the out-of-pocket expenses of officials and representatives of the County and counsel for the County incurred in connection with the financing of the Project and will pay McGuireWoods LLP, Bond Counsel for the County, reasonable retainer and legal fees for legal services related to the issuance of the Bonds, the financing of the Project, or the financing thereof, whether or not the financing actually closes. The Borrower will also pay any fees and out-of-pocket expenses incurred by the County to Nabors, Giblin & Nickerson, P.A., in accordance with their contract as disclosure counsel for the County, whether or not the financing actually closes.

6. The Borrower shall have responsibility to arrange for the purchase of the Bonds by investors or an underwriter acceptable to the County and the payment of all costs of issuing the Bonds, and such Bonds shall be only be offered and marketed in accordance with the applicable securities laws and such offering limitations as may be approved by the County.

7. The County shall not be obligated to pay any of the Bonds or the interest thereon from any funds of the County derived from any source other than the Agreement, and each Bond shall contain a statement to that effect upon its face. The County shall not be required to incur any expense with respect to the Project or the Bonds unless requested to do so by the Borrower, in which event the Borrower and its members hereby agree to reimburse the full amount of such expense to the County; and the County may require payment to it of such amount as a prerequisite to its incurring any such expense. The Borrower and its members, in accepting this proposal, hereby agree to indemnify and defend the County and its officials, employees, attorneys and agents and the members of the governing board of the County, and hold the County and its officials, employees, attorneys and agents and the members of the governing board of the County, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the construction, developing, furnishing, equipping and operation of the Project by or on behalf of the Borrower, or in any way growing out of or resulting from this proposal (upon its becoming an agreement if accepted) or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities arising under the Code, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State of Florida, including, without limitation, all costs and expenses of the County, including reasonable attorneys' fees, incurred in the enforcement of any agreement of the Borrower herein contained or in the Agreement. Any provision hereof to the contrary notwithstanding, the obligations of the Borrower, its members and applicable corporate affiliates, under this section or Section 8 hereof shall survive the termination of this agreement.

8. The Borrower's obligations shall in all respects be subject to Chapter 46, Article VII, Escambia County Code of Ordinances, as amended.

9. The Borrower shall comply with all requirements and pay all costs and expenses

as may be required of the Borrower or the County pursuant to all applicable approvals by the County and the Town of Century, Florida.

If this proposal shall be satisfactory to the Borrower, please have the acceptance statement which follows this proposal executed by the proper officers of the Borrower on behalf of itself duly authorized and provide an executed copy to the County, whereupon this proposal will constitute an agreement in principle with respect to the matters herein contained.

Yours very truly,

ESCAMBIA COUNTY, FLORIDA

(SEAL)

By: _____
Chairman

The terms and conditions contained in the foregoing proposal by the Board of County Commissioners of the County are hereby accepted as obligations of the Borrower, as of this ____ day of _____, 2013.

NORTH FLORIDA BIOMASS FUELS, LLC, a
Florida limited liability company

By: _____

Phillip L. Sellers

Its: Managing Manager

Witness:



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

AI-3918

11.

BCC Regular Meeting

Meeting Date: 02/21/2013

Issue: Committee of the Whole Recommendation

From: Doris Harris, Deputy Clerk to the Board

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the February 14, 2013, C/W Workshop, recommends that the Board take the following action:

A. Approve appointing Lumon J. May to the Escambia County Transportation Disadvantaged Coordinating Board (TDCB) to chair the meetings of the TDCB (C/W Item 6);

B. Take the following action concerning the City of Pensacola (*d/b/a Pensacola Energy, f/k/a Energy Services of Pensacola [ESP]*) and Gulf Breeze Agreement for Natural Gas Franchise Assignment (C/W Item 8):

(1) Approve obtaining the releases from the two municipalities (*the City of Pensacola and the City of Gulf Breeze*); and

(2) Schedule the following three Public Hearings:

(a) A Public Hearing for consideration of authorizing the *Agreement for Natural Gas Franchise Assignment* between the City of Pensacola and the City of Gulf Breeze;

(b) A Public Hearing for consideration of adopting a new Ordinance to provide natural gas services to Pensacola Beach, to repeal and replace the existing Ordinance (*Number 2012-7, granting the City of Gulf Breeze, Florida, a non-exclusive franchise to construct, maintain, and operate a natural gas distribution system on the portion of Santa Rosa Island located in Escambia County, Florida*); and

(c) Schedule a Public Hearing for consideration of the City of Pensacola's request for reaffirmation (*of its exclusive gas franchise for all portions of Escambia County except the previously excepted areas within the Town of Century and Santa Rosa Island*);

C. Approve, relative to raising chickens accessory to single-family dwellings, reverting to the County's former policy that property must be properly zoned for farm animals (C/W Item 9); and

D. Approve allowing Commissioner Valentino, Assistant County Administrator Larry M.

Newsom, and staff to continue to go forward with the Regional Transportation Finance Authority (RTFA), which will create funding strategies, on a case-by-case basis, for projects on the TPO (Transportation Planning Organization) project priority list, as well as other projects (C/W Item 10).

Attachments

#11



ESCAMBIA
COUNTY

INTER-OFFICE MEMORANDUM

TO: Larry Newsom, Assistant County Administrator
Judy Witterstaeter, Program Coordinator

FROM: Charles V. Peppler, Deputy County Attorney *CVP*

DATE: January 30, 2013

RE: Appointment of Commissioner to the Transportation
Disadvantaged Coordinating Board

You have asked me to look into whether the Board needs to appoint one of the Commissioners to the Transportation Disadvantaged Coordinating Board (TDCB). The TDCB advises the Alabama-Florida Transportation Planning Organization. According to F.A.C. Ch. 41-2.012, the purpose of the Coordinating Board is to identify local service needs and to provide information, advice, and direction. According to this rule, the Alabama-Florida TPO shall appoint one elected official to serve as the official chairperson for all TDCB meetings. The elected official who serves as the chairperson shall serve until the elected term of his or her office has expired or is otherwise replaced by the Alabama-Florida TPO. TDCB meets quarterly and performs various duties as set forth in §427.0157, Fla. Stat.

From the information provided to me by Judy and Julie Pearsall with the Alabama-Florida TPO, Ms. Marie Young had served as the chairperson of TDCB for the past 12 years due to her service as a City Council member and as a member of the Board of County Commissioners. It is my recommendation that Larry bring this before the next Committee of the Whole meeting for the Board to discuss whom among the County Commissioners would be willing to serve as chairperson. Because many of the Board members are on various committees, it will require discussion among the Board members as to whom would be the appropriate Commissioner to serve as Chair. Should the Board decide at the Committee of the Whole to submit one of its members for selection as Chair, then it can be ratified at the next regular Board meeting on February 21st. Judy can submit the name of the Commissioner to Ms. Pearsall at the Alabama-Florida TPO. The next meeting of the TDCB is February 26, 2013 and the Alabama-Florida TPO would want to appoint a chairperson at this meeting.

CVP/el

ESCAMBIA COUNTY TRANSPORTATION DISADVANTAGED COORDINATING BOARD

The Escambia County Transportation Disadvantaged Coordinating Board is a public body appointed by the Designated Official Planning Agency (DOPA), the Florida-Alabama TPO, as authorized by Section 427.015 Florida Statutes. The membership of the Coordinating Board represents the appropriate parties pursuant to Rule 41-2 012(3), Florida Administration Code.

The purpose of the Coordinating Board is to develop local service needs and provide information, advice, and direction to the Community Transportation Coordinator on the coordination of service to be provided to the transportation disadvantaged.

The Florida-Alabama TPO shall appoint an elected official from the county which the Coordinating Board serves, to serve as the official Chairperson to preside at all Coordinating Board meetings. The Chairperson shall be appointed to serve the length of his or her term. The Planning Agency shall replace the Chairperson at the end of his or her term.

The Florida-Alabama TPO serves multiple counties and defers to each county to select the local elected official for their county.

Vice-Chairperson

The Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board present and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting with the first meeting after the election. The Vice Chairman may serve more than one term.

Local Coordinating Board composition

The local coordinating board consists a local elected official, a variety of State and Local agency representatives, citizens represent the elderly, the disabled, economically disadvantaged, a user of the system, a citizen to represent the community in general, mass transit, local medical community and children at risk.

A commissioner is appointed to the Board by the Board of County Commissioners Chairperson.

Voting Members of the Local Coordinating Board, required by 41-2 Florida Administrative Code:

An elected official from the service area, serving as the chairperson;
A representative of the Florida Department of Transportation;
A representative of the Florida Department of Children and Families;
A representative of the Public Education Community which could include, but not be limited to, a representative of the District School Board, School Board Transportation Office, or Head Start Program in areas where the School District is responsible;
In areas where they exist, a local representative of the Florida Division of Vocation Rehabilitation or the Division of Blind Services, representing the Department of Education;
A person who is recognized by the Florida Department of Veterans' Affairs as a representative of the veterans in the service area;
A person who represents the economically disadvantaged and is recognized by the Commission's Community Action Representative;
A person over sixty years of age representing the elderly in the service area;
A person with a disability representing the disabled in the county;
Two citizen advocates representatives, one must be a user of the system;
A local representative for children at risk;
The Chairperson or designee of the local Mass Transit or Public Transit System's Board, except in cases where they are also the Community Transportation Coordinator;
A local representative of the Florida Department of Elder Affairs, and
An experienced representative of the local private for profit transportation industry. In areas where such representative is not available, a local private non-profit representative will be appointed, except where said representative is also the Community Transportation Coordinator.
A local representative of the Florida Agency for Health Care Administration, Medicaid Program;
A representative of the Regional Workforce Development Board established in Chapter 455, Florida Statutes; and
A representative of the local medical community, which may include, but not be limited to kidney dialysis centers, long term care facilities, assisted living facilities, hospitals, local health department or other home or community based services, etc.

COORDINATING BOARD MEMBERSHIP CERTIFICATION

Escambia County, Florida

Name: Florida Alabama Transportation Planning Organization Address: P. O. Box 11399, Pensacola, FL 32524-1399

The Metropolitan Planning Organization named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

REPRESENTATION	MEMBER'S NAME	ALTERNATE'S NAME	TERM
(1) Chair (Elected Official)	Marie Young	Larry Vickrey (Vice Chair)	
(2) Elderly	John Clark	Ann Brown	2011-2014
(3) Disabled	Warren Jernigen	Frank Cherry	2010-2013
(4) Citizen Advocate	Sarah Johnson	Barbara Mayall	2010-2013
(5) Citizen Advocate/User	Cynthia Barnes	Jonita Taylor	2011-2014
(6) Veteran Services	Mark Brooks	Aleshia Hall	2011-2014
(7) Community Action	Larry Vickrey	Orlando Woodard	2012-2015
(8) Local Public Education	Vacant		2011-2014
(9) Florida Department of Transportation	Kathy Rudd	Vanessa Strickland	
(10) Department of Children and Families	Randy Fleming	Malva Weaver	
(11) Florida Department of Education	Michael Whitehead	Lisa O' Quinn	
(12) Department of Elder Affairs	Gwendolyn Rhodes	Voncile Goldsmith	
(13) Agency for Health Care Administration	John Vinski	John Maraldo	
(14) Children at Risk	Linda Harris	Patricia Parker	2012-2015
(15) Private Transportation Industry	Karen Locklear		2010-2013
(16) Mass/Public Transit	Mary Lou Franzoni	Tonya Ellis	
(17) Local Medical Community	Cheryl Henrichs	Wendy Perry	2012-2015
(18) Workforce Development Board	Susan Nelms	Bill Barron	

SIGNATURE: *K White* TITLE: TPO Chair DATE: 6/28/2012

ESCAMBIA Member Certification 2012-2013

**AGREEMENT FOR
NATURAL GAS FRANCHISE ASSIGNMENT**

THIS AGREEMENT is made and entered into as of the 4th day of February, 2013, between THE CITY OF PENSACOLA, a Florida municipal corporation ("**Pensacola**"), and THE CITY OF GULF BREEZE, a Florida municipal corporation ("**Gulf Breeze**"), sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Pensacola, doing business under the name of Pensacola Energy (f/k/a Energy Services of Pensacola), owns and operates facilities for the distribution and sale of natural gas in Escambia County, Florida; and,

WHEREAS, pursuant to certain resolutions and ordinances enacted by the Board of County Commissioners of Escambia County, Florida, including but not limited to Escambia County Ordinance 95-7, (hereinafter all such ordinances and resolutions are collectively referred to as the "Franchise Ordinance") Pensacola (i) has conducted certain of its natural gas operations in portions of Escambia County, or (ii) has the right to conduct its natural gas operations in portions of Escambia County where it may not heretofore have engaged in and/or is not currently engaging in natural gas operations (e.g., Santa Rosa Island); and,

WHEREAS, Pensacola is willing to sell and Gulf Breeze is willing to purchase any and all natural gas franchise rights, interests, or authority that Pensacola has or may have with respect to the portion of Santa Rosa Island located in Escambia County ("**Santa Rosa Island**"), including those provided in the Franchise Ordinance;

NOW, THEREFORE, based upon the above recitals and for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties hereby agree as follows:

1. **Purchase Price:** Subject to the terms and conditions set forth in this Agreement, within fifteen (15) days after the date of satisfaction or written waiver of all conditions stated in Paragraph 3 of this Agreement ("**the Effective Date**"), Gulf Breeze agrees to pay to Pensacola the sum of Four Hundred Seventy Thousand and XX/100 Dollars (\$470,000.00) (hereinafter the "Purchase Price") for the conveyance, transfer, and assignment of all rights, benefits, authorizations, and privileges to provide natural gas utility service, including those contemplated in the Franchise Ordinance, as they pertain to Santa Rosa Island (hereinafter the "Pensacola Beach Franchise Rights").

2. **Conveyances, Etc:** Subject to the terms hereof, including the conditions precedent set forth in Paragraph 3, below, and Pensacola's right of first refusal set forth in Paragraph 4, below, Pensacola does hereby:

(a) Convey, transfer and assign to Gulf Breeze the Pensacola Beach Franchise Rights and any and all of Pensacola's rights to erect, install, extend, maintain, and operate on Santa Rosa Island a system of works, pipes, pipelines, apparatus, equipment, machinery, structures, infrastructure and other improvements reasonably necessary or appropriate for a natural gas utility; and

(b) Waive in favor of and release unto Gulf Breeze any and all rights, claims and causes of action Pensacola now has and in the future might have to own, operate and maintain a natural gas utility on Santa Rosa Island.

Pensacola covenants and warrants unto Gulf Breeze that: (i) Pensacola is the lawful owner of the Pensacola Beach Franchise Rights; (ii) Pensacola has not assigned, conveyed, sold or encumbered any right or interest in or to the Pensacola Beach Franchise Rights; and, (iii) Subject to any required approvals to assign the rights (e.g., from Escambia County), Pensacola has good right and lawful authority to assign, transfer, and convey the Pensacola Beach Franchise Rights to Gulf Breeze; and (iv) Pensacola has taken all actions necessary to authorize execution and performance of the terms of this Agreement.

3. **Conditions Precedent:** The Parties' obligations in and under this Agreement are subject to satisfaction or prior written waiver of each of the following conditions precedent:

(a) Unconditional approval of all terms of this Agreement, without modification, by the Board of County Commissioners of Escambia County, Florida ("**the County Commission**");

(b) The County Commission's adoption of an ordinance: (1) re-affirming Pensacola's exclusive gas franchise for all portions of Escambia County, Florida, except the previously excepted areas within the Town of Century and Santa Rosa Island; and (2) releasing and discharging Pensacola from all obligations to observe, comply with, or perform the requirements of the Franchise Ordinance with respect to Santa Rosa Island;

(c) The County Commission adopting an ordinance and Gulf Breeze's acceptance thereof granting unto Gulf Breeze a franchise to conduct natural gas utility operations to, at, and upon Santa Rosa Island which franchise ordinance must contain terms that are substantially similar to those set forth in the Franchise Ordinance (save and except that the ordinance need not contain any cap or limitation upon the amount or percentage of franchise fees that may be assessed by Escambia County provided that such franchise fees are uniformly imposed upon all utility franchisees);

(d) Performance or satisfaction of such conditions as Escambia County may reasonably require in connection with or as conditions for the actions contemplated in subparagraphs (a) through (c), above in this paragraph 3; and

(e) A mutual release of all claims, in a form acceptable to both Parties, relating in any manner to the subject matter or disputes which gave rise to this Agreement or the Gas Supply Contract which either Party may currently have or which arises as a result of actions that occurred prior to the Effective Date.

The Parties will cooperate with each other and will jointly pursue the County Commission's approvals, with the goal that such approvals are obtained as soon as practicable.

4. **Right of First Refusal:** In the event Gulf Breeze should during the term of this Agreement solicit or receive an offer from a third party that includes or seeks the sale or conveyance of the Pensacola Beach Franchise Rights, Gulf Breeze shall require such offer to separately itemize and apportion the terms, conditions, and considerations thereof applicable to the conveyance of the Pensacola Beach Franchise Rights. Before Gulf Breeze may accept any such offer, it must submit to Pensacola the separately itemized terms, conditions, and consideration applicable to the sale or conveyance of the Pensacola Beach Franchise Rights. Pensacola shall then have thirty (30) days within which to exercise a right of first refusal to purchase and acquire the Pensacola Beach Franchise Rights on and for the same terms, conditions, and considerations as set forth in the separate itemization. If Pensacola elects to exercise its right of first refusal, it must do so in writing and the written acceptance must be received by Gulf Breeze within thirty (30) days of the date that Gulf Breeze furnishes to Pensacola the separately itemized terms, conditions, and considerations proposed by or offered to a third party for purchase or acquisitions of the Pensacola Beach Franchise Rights. If for any reason Pensacola fails to provide such written acceptance to Gulf Breeze within this thirty (30) day time period, Pensacola's right of first refusal as contemplated in this paragraph shall immediately upon expiration of this thirty (30) day time period be deemed to have been waived, terminated, expired, and for no further force and effect.

Notwithstanding the provisions of the preceding paragraph, Pensacola's right of first refusal as set forth in the preceding paragraph shall not apply, and Gulf Breeze shall be free to sell or convey the Pensacola Beach Franchise Rights without regard to, being subject to, or complying with the provisions of the preceding paragraph, if the Pensacola Beach Franchise Rights are sold or conveyed (i) to a governmental or quasi-governmental entity, an interlocal agency as contemplated in Florida Statutes Chapter 163, a partnership or other business organization as to whom Gulf Breeze maintains an ownership interest, or a nonprofit organization recognized as tax-exempt under Section 501(c) of the Internal Revenue Code; or (ii) pursuant to a sealed bid basis; provided, however, in the event of a sale or conveyance of the Pensacola Beach Franchise Rights to an entity described in the preceding clause (i) without Pensacola being offered the right of first refusal as

contemplated in the preceding paragraph, the entity purchasing or receiving such conveyance shall remain subject to the terms, conditions, and limitations of Pensacola's right of first refusal as contemplated in this Paragraph 4.

5. **Fees and Costs:** The Parties will share equally the mediation fees due to Clark Partington Hart Larry Bond & Stackhouse.

6. **Joint Defense:** As of the Effective Date, Pensacola and Gulf Breeze will jointly and severally defend and equally share the costs and expenses relating to any and all legal or administrative challenges related to or arising out of the matters set forth in Paragraphs 1 and 2, above.

7. **Entire Agreement:** The Parties agree and acknowledge that the terms and conditions set forth herein contain the entire understandings and agreements of the Parties with respect to the subject matter hereof and supersede all prior proposals, agreements, and understandings between the Parties. Other than those set forth in this Agreement, there are no promises, covenants, or undertakings contained in any other written or oral agreement, communication, or document.

8. **Territorial Agreement:** The Parties hereby agree and declare as follows:

(a) The areas of south Santa Rosa County where Gulf Breeze either currently provides or is able to provide natural gas utility service or which are not served by Okaloosa Gas District together with Santa Rosa Island (hereinafter collectively the "Gulf Breeze Service Territory") shall be deemed to be part of Gulf Breeze's exclusive territory for purposes of natural gas utility service and shall not be part of Pensacola's natural gas utility service territory;

(b) All other areas of Escambia County as contemplated in the Franchise Ordinance excluding Santa Rosa Island (hereinafter the "Pensacola Service Territory") shall be deemed to be part of Pensacola's exclusive territory for purposes of natural gas utility service and shall not be part of Gulf Breeze's natural gas utility service territory;

(c) Pensacola will not in any manner, directly or indirectly, provide or attempt to provide any natural gas utility services or similar utility services to or within the Gulf Breeze Service Territory;

(d) Gulf Breeze will not in any manner, directly or indirectly, provide or attempt to provide any natural gas utility services or similar utility services to or within the Pensacola Service Territory;

(e) Pensacola relinquishes unto Gulf Breeze all rights, privileges, and authorizations to provide natural gas utility service or similar utility service to or within the Gulf Breeze Service Territory;

(f) Gulf Breeze relinquishes unto Pensacola all rights, privileges, and authorizations to provide natural gas utility service or similar utility service to or within the Pensacola Service Territory;

(g) Pensacola will not in any manner, directly or indirectly, compete against Gulf Breeze with respect to natural gas utility service to or within the Gulf Breeze Service Territory; and

(h) Gulf Breeze will not in any manner, directly or indirectly, compete against Pensacola with respect to natural gas utility service to or within the Pensacola Service Territory.

9. **Exclusion of Gas Sales:** Except as otherwise expressly stated herein, this Agreement concerns only the purchase and assignment of the Pensacola Beach Franchise Rights does not include, extend to or address any claims, issues or other matters concerning the purchase and sale of the natural gas between Gulf Breeze and Pensacola.

10. **Notices:** Any notice or other communication required or permitted to be given by this Agreement or by applicable law shall be in writing and shall be deemed received (a) on the date delivered, if sent by hand delivery (to the person or department if one is specified below) with receipt acknowledged by the recipient thereof, (b) five (5) business days after the date deposited in the U.S. mail, certified or registered, with return receipt requested, or (c) one (1) business day after the date deposited with Federal Express or other nationally recognized overnight carrier, and in each case addressed as follows:

To Pensacola: Pensacola Energy
 ATTN: Director
 1625 Atwood Drive
 Pensacola, Florida 32514
 Facsimile: (850) 474-5331

To Gulf Breeze: City of Gulf Breeze
 ATTN: City Manager
 P.O. Box 640
 1070 Shoreline Drive
 Gulf Breeze, Florida 32562-0640
 Facsimile: (850) 934-5114

11. **Successors and Assigns:** Whenever in this Agreement any party is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements of the Parties which are contained in this Agreement shall bind each Party's successors and assigns and shall inure to the benefit of the successors and assigns of each of the other Parties.

12. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida (without regard to conflict of laws principles).

13. **Non-Waiver:** Neither any failure nor any delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.

14. **Modification and Amendment:** No modification, amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

15. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement, and any Party may execute this Agreement by executing any one or more of such counterparts.

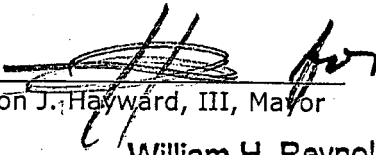
16. **Section Titles:** The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the Parties.

17. **Enforcement Costs:** If any Party to this Agreement employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing Party in any litigation, arbitration or mediation shall be entitled to recover, in addition to all other available relief, its reasonable attorneys' fees, costs, expert witness fees, investigatory costs and all other related expenses in all proceedings (including but not limited to pre-trial, mediation, arbitration, trial, and appellate proceedings).

18. EACH PARTY HAS READ THIS AGREEMENT AND INTENDS TO BE LEGALLY BOUND BY ITS TERMS.

CITY OF PENSACOLA, FLORIDA

By: P.C. Wu
P.C. Wu, President of
City Council

By: 
Ashton J. Hayward, III, Mayor
William H. Reynolds
City Administrator
City of Pensacola

ATTEST:

By: Ericka L. Burnett
Ericka L. Burnett, City Clerk

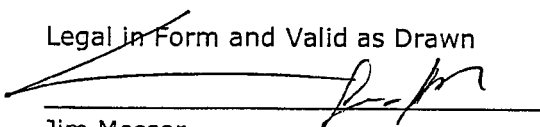
CITY OF GULF BREEZE, FLORIDA

By: Beverly H. Zimmer
Beverly Zimmer, Mayor

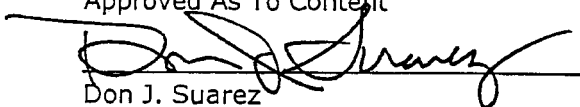
ATTEST:

By: Marita Rhodes
Marita Rhodes, City Clerk

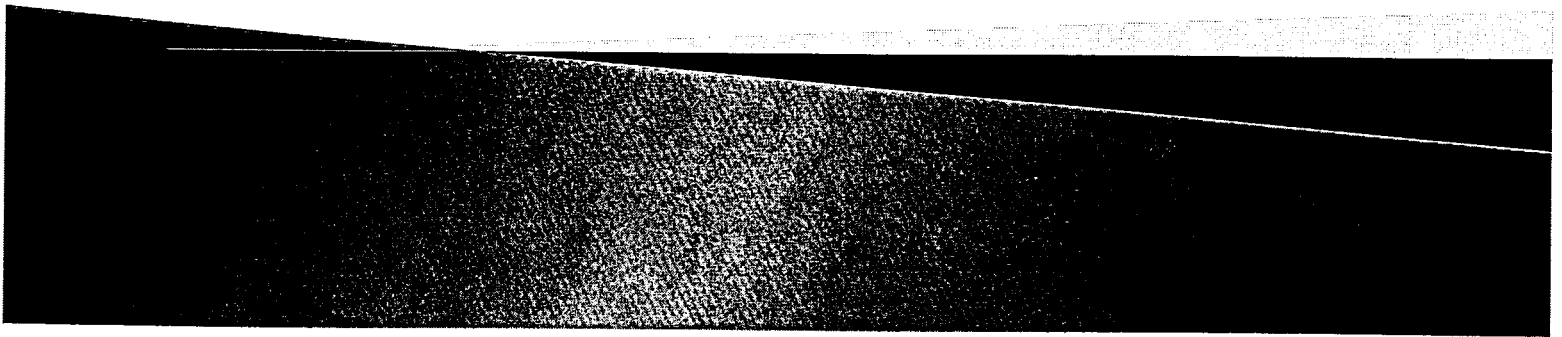
Legal in Form and Valid as Drawn


Jim Messer
City Attorney

Approved As To Content


Don J. Suarez
Pensacola Energy Director

Chickens



LDC Current Regulations

- ▶ Farm animals. Any animal that customarily is raised and/or bred on farms and has the potential of causing a nuisance if not properly maintained, including, but not limited to: dairy animals, poultry, and livestock such as beef cattle, bison, goats, horses, sheep, and swine.
- ❖ 6.04.01. Unless otherwise authorized as provided herein, land uses not listed or included as permitted uses in a given zoning classification shall be considered prohibited uses in such zoning classification.

Zoning Districts

AG 1.5 ac.

VAG-1 20 ac.

VAG-2 5ac.

	Allowed with 2 acres.
VR-1	Villages Rural Residential
VR-2	Villages Rural Residential
VR-3	Villages Rural Residential
RR	Rural Residential District

LDC Proposed Regulations

- ▶ **6.03.01. Accessory uses.** Activities or uses customarily associated with and appropriately incidental and subordinate to the principal use when located on the same lot as such principal use shall be considered an accessory use and shall adhere to the conditions set forth in this section. Such accessory uses shall be controlled in the same manner as the principal use within the district where such uses are located, except as otherwise provided in section 2.10.06. Accessory uses include, but are not limited to, the following:
- ▶ I. Raising Chickens (*Gallus Domesticus*) Accessory to Single Family Dwellings. This use is accessory for all single family residential. Regardless of any prohibition of farm animals or minimum lot area for such animals, the raising of chickens is allowed in all zoning districts provided the following standards must be met:
 - ▶ Property must be a minimum of one acre in size
 - ▶ No more than eight chickens to a single residence
 - ▶ Chickens must be kept in coops, pens or enclosures to prevent access from predators
 - ▶ All pens, coops, or enclosure must a minimum of 50 feet from an adjacent dwelling, school or public building.
 - ▶ Roosters are prohibited
 - ▶ Prohibits keeping chickens for sale unless allowed by zoning
 - ▶ Property line setback of 30 feet.

Costs Involved

- ▶ Three New Animal Control Officers
 - Cost per officer - \$38,475 each; totaling \$115,425
- ▶ Each new ACO will be required to be FACA certified.
 - Training and associated travel is approximately \$1,000 per ACO
- ▶ Three Additional AC Vehicles with Rescue Units
 - Cost \$23,920/truck; \$20,915/Rescue Unit =\$44,835 per vehicle totaling \$134,505.
- ▶ No provision for chickens at the animal shelter

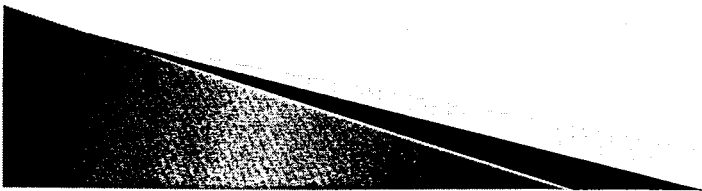
Funding Source

- ▶ General Fund
 - Code Enforcement



City Ordinance

- ▶ Coops, pens or enclosures required
- ▶ Free ranging is allowed on your property
- ▶ Not within 30 feet of an adjacent dwelling, church, hospital, school, public building or park.
- ▶ Prohibits roosters or more than 8 at a single residence.
- ▶ Prohibits keeping for sale unless allowed by zoning





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-3889

Clerk & Comptroller's Report 12. 1.

BCC Regular Meeting

Consent

Meeting Date: 02/21/2013

Issue: Acceptance of Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Payroll Expenditures for Pay Date February 15, 2013, in the amount of \$2,097,164.58;

B. The following two Disbursement of Funds:

(1) January 31, 2013, to February 6, 2013, in the amount of \$2,073,617.72; and

(2) February 7, 2013, to February 13, 2013, in the amount of \$2,183,869.10;

C. Tourist Development Tax Collections Data for the December 2012 returns received in the month of January 2013; this is the fourth month of collections for Fiscal Year 2012-2013; total collected for the December 2012 returns was \$276,156, which is a 2.38% decrease over the December 2011 returns; total collections year to date are 7.26% higher than the comparable time frame in Fiscal Year 2011-2012; and

D. The Investment Report for the month ended January 31, 2013, as required by Ordinance 95-13.

Background:

Regarding the January 2013 Investment Report:

The total portfolio earnings for the month of January equaled \$276,569. The short term portfolio achieved an average yield of .17%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .05%. The core portfolio achieved an average Yield to Maturity at Cost of 1.17% and should be compared to the benchmark of the Merrill Lynch 1-5 Year Treasury Index yielding -.128%. All investments included in the County's portfolio are in compliance with the County's Investment Policy.

Attachments

[Payroll Expenditures February 15, 2013](#)

[Disbursements January 31-February 6, 2013](#)

[Disbursements February 7-13, 2013](#)

[December 2012 TDT Collections Data](#)

[January 2013 Investment Report](#)



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

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

Pay Date: February 15, 2013

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 FEB 14 A 8:44
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

Check No:	\$0.00
Direct Deposits:	\$1,084,768.89
Total Deductions and Matching Costs:	\$1,012,395.69
Total Expenditures:	\$2,097,164.58



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

Escambia County, Florida
Disbursement of Funds From:

01/31/13 to 02/06/13

DISBURSEMENTS

Computer check run of:

02/06/13

\$ 1,570,334.75

L-Vendor

\$ 478,282.97

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

SMG

\$ 25,000.00

Total Disbursement by Wire

\$ 25,000.00

TOTAL DISBURSEMENTS

\$ 2,073,617.72

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

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

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 FEB -7 A 7:50
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

Escambia County, Florida
Disbursement of Funds From:

02/07/13 to 02/13/13

DISBURSEMENTS

Computer check run of:

02/13/13

\$ 2,153,001.17

L-Vendor

\$ 0.00

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims

\$ 30,867.93

Total Disbursement by Wire

\$ 30,867.93

TOTAL DISBURSEMENTS

\$ 2,183,869.10

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

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

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 FEB 13 P 3:24
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS



Pam Childers

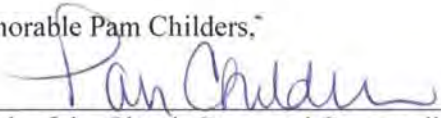
Clerk of the Circuit Court and Comptroller, Escambia County

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

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers,*


Clerk of the Circuit Court and Comptroller

DATE: February 7, 2013

SUBJECT: Tourist Development Tax (TDT) Collections

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY
2013 FEB 12 P 4:00
CLERK OF THE
COUNTY COMPTROLLER

RECOMMENDATION:

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

- ✓ Total collected for the December 2012 returns was \$276,156. This is a 2.38% decrease over the December 2011 returns.
- ✓ Total collections year to date are 7.26% higher than the comparable time frame in Fiscal Year 2012.

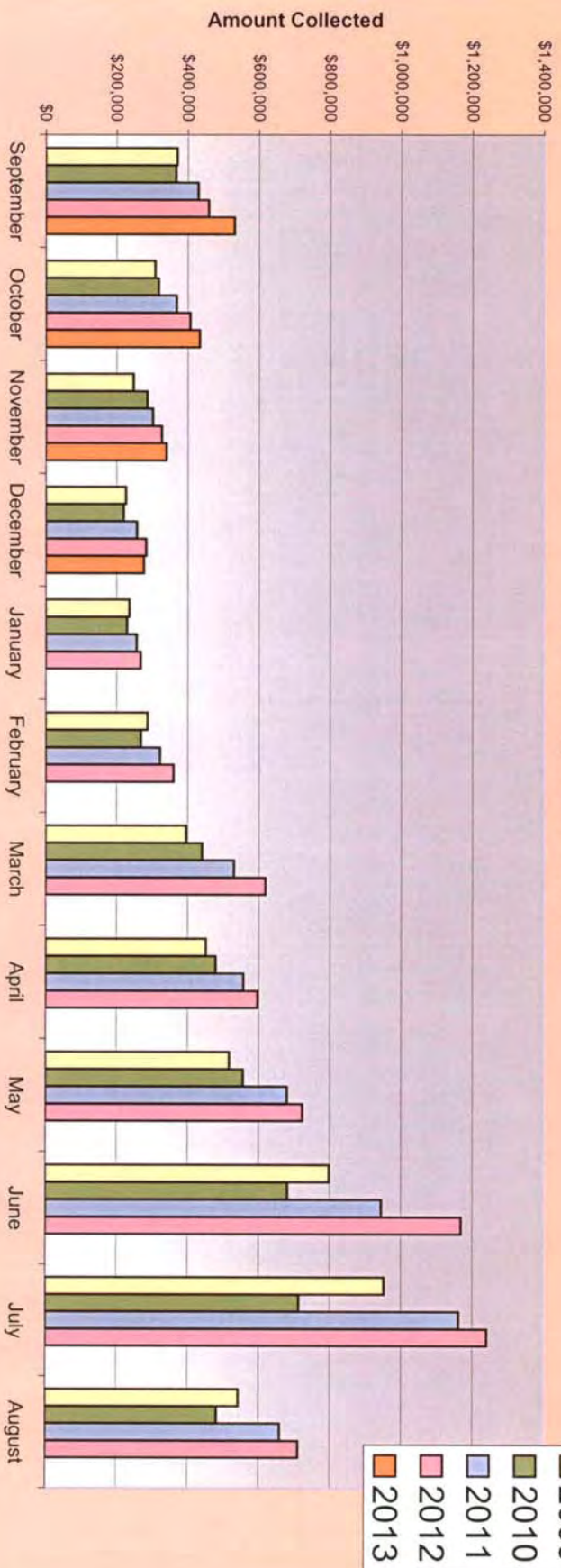
Please feel free to call me if you have any questions

PC/jc

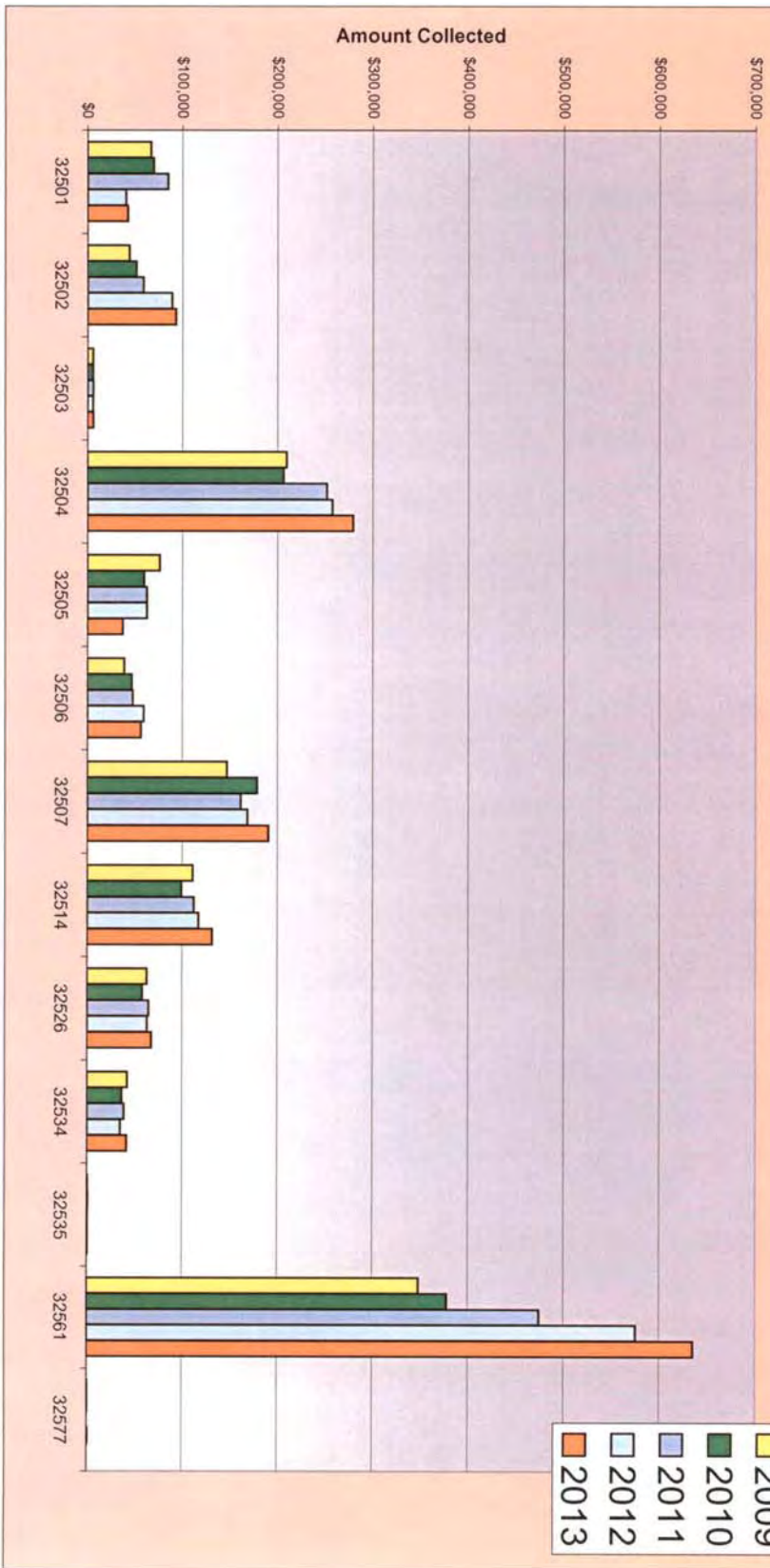
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF JANURAY 2013

Zip Code	Fiscal Year 2013	Fiscal Year 2012	Difference	% Change
	YTD Collected	YTD Collected		
32501	42,324	40,366	1,958	5%
32502	93,056	88,755	4,301	5%
32503	5,957	5,723	234	4%
32504	278,994	257,239	21,755	8%
32505	37,260	62,465	(25,205)	-40%
32506	56,328	59,392	(3,064)	-5%
32507	190,299	168,326	21,973	13%
32514	131,376	116,872	14,504	12%
32526	67,578	63,166	4,412	7%
32534	41,725	34,835	6,890	20%
32535	516	731	(215)	-29%
32561	635,271	575,239	60,032	10%
32562	-	-	-	0%
32577	-	525	(525)	100%
Total	\$ 1,580,684	\$ 1,473,634	\$ 107,050	7%

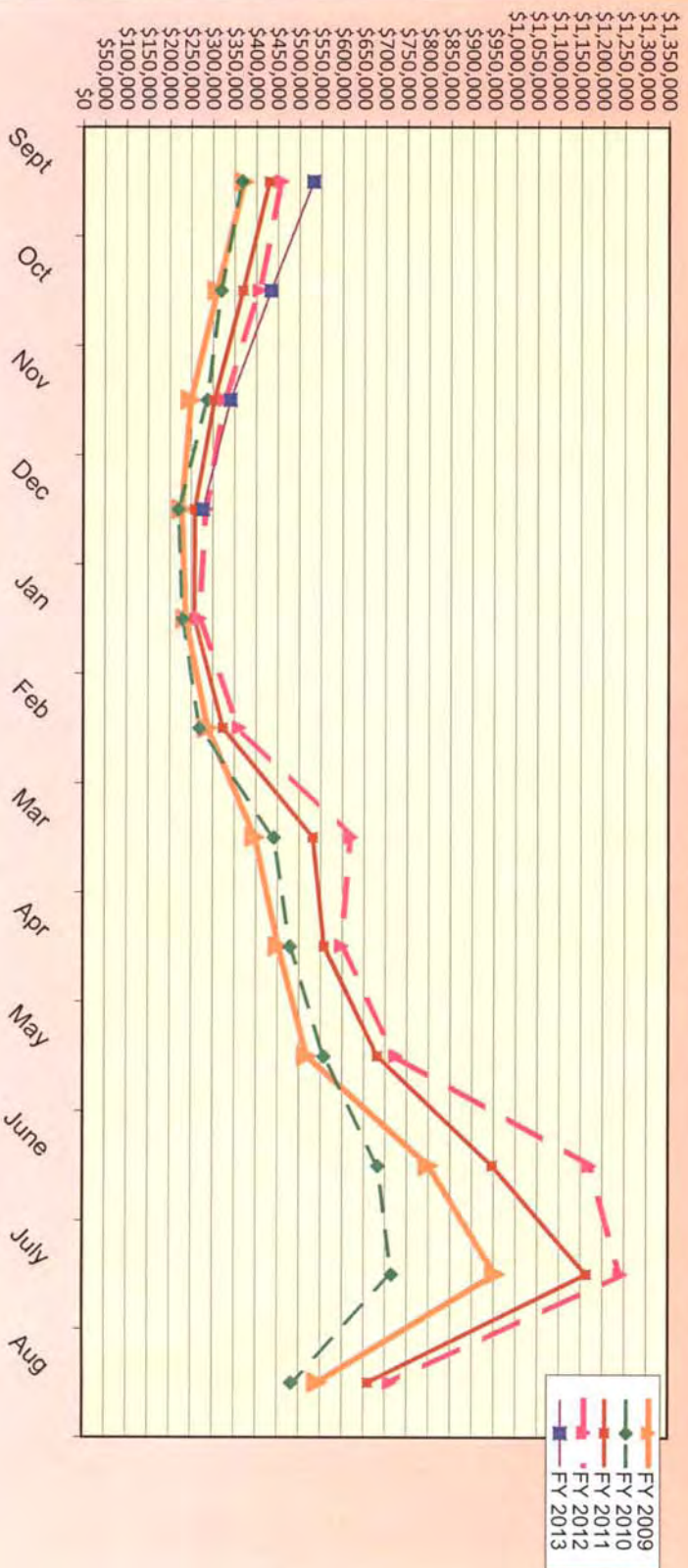
Tourist Development Tax Collections
5-Year Comparison
Returns through December 31, 2012



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



TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2009 - FY 2013
Returns through December 31, 2012



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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,661	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,148	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,987	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
Total	\$ 42,324	3%	\$ 93,056	6%	\$ 5,957	0%	\$ 278,994	18%	\$ 37,260	2%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
01/13	9,207	3%	27,025	10%	28,530	10%	20,208	7%	8,008	3%
Total	\$ 56,328	4%	\$ 190,299	12%	\$ 131,376	8%	\$ 67,578	4%	\$ 41,725	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/12	110	0%	247,757	47%	-	0%	-	0%	531,066	100%
11/12	267	0%	176,827	41%	-	0%	-	0%	433,598	100%
12/12	102	0%	117,258	35%	-	0%	-	0%	339,864	100%
01/13	37	0%	93,429	34%	-	0%	-	0%	276,156	100%
Total	\$ 516	0%	\$ 635,271	40%	\$ -	0%	\$ -	0%	1,580,684	100%

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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
11/11	11,569	3%	26,077	6%	1,654	0%	67,517	17%	13,639	3%
12/11	10,117	3%	23,673	7%	1,669	1%	65,599	20%	16,934	5%
01/12	8,427	3%	17,418	6%	780	0%	57,653	20%	13,662	5%
Total	\$ 40,366	3%	\$ 88,755	6%	\$ 5,723	0%	\$ 257,239	17%	\$ 62,465	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
11/11	15,074	4%	45,371	11%	30,181	7%	15,055	4%	8,914	2%
12/11	14,538	4%	27,295	8%	29,083	9%	15,684	5%	8,510	3%
01/12	11,748	4%	26,916	10%	27,933	10%	17,104	6%	8,774	3%
Total	\$ 59,392	4%	\$ 168,326	11%	\$ 116,872	8%	\$ 63,166	4%	\$ 34,835	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/11	162	0%	199,210	43%	-	0%	244	0%	458,183	100%
11/11	359	0%	170,514	42%	-	0%	180	0%	406,106	100%
12/11	141	0%	113,216	35%	-	0%	1	0%	326,460	100%
01/12	70	0%	92,299	33%	-	0%	100	0%	282,885	100%
Total	\$ 731	0%	\$ 575,239	39%	\$ -	0%	\$ 525	0%	\$ 1,473,634	100%

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

THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013												
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	
OCT	SEP	\$224,446	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	
NOV	OCT	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	
DEC	NOV	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	
JAN	DEC	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	
TOTAL		\$762,281	\$904,071	\$993,246	\$862,507	\$896,538	\$863,907	\$892,551	\$1,017,069	\$1,105,225	\$1,185,513	

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013											
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013		
OCT	SEP	\$72,025	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767		
NOV	OCT	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399		
DEC	NOV	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966		
JAN	DEC	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039		
TOTAL		\$246,614	\$298,488	\$330,273	\$287,502	\$298,846	\$287,969	\$297,517	\$339,023	\$368,408	\$395,171		



Pam Childers


Clerk of the Circuit Court and Comptroller, Escambia County

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

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers


Clerk of the Circuit Court and Comptroller

DATE: February 12, 2013

SUBJECT: January 2013 Investment Report

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended January 31, 2013 as required by Ordinance 95-13.

The total portfolio earnings for the month of January equaled \$276,569. The short term portfolio achieved an average yield of .17%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .05%. The core portfolio achieved an average Yield to Maturity at Cost of 1.17% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Year Treasury Index yielding -.128%.

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

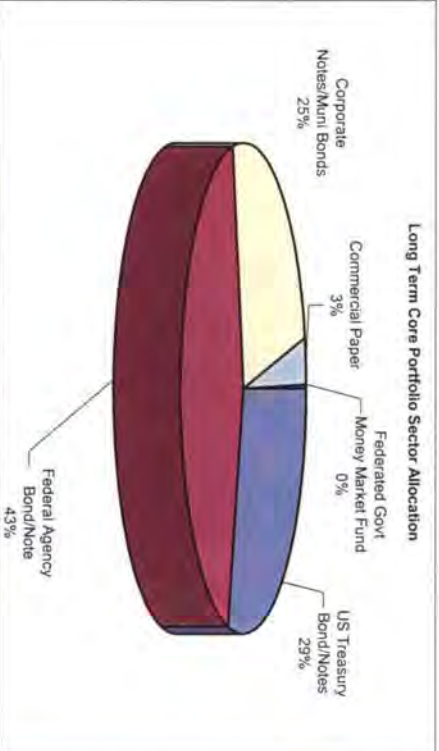
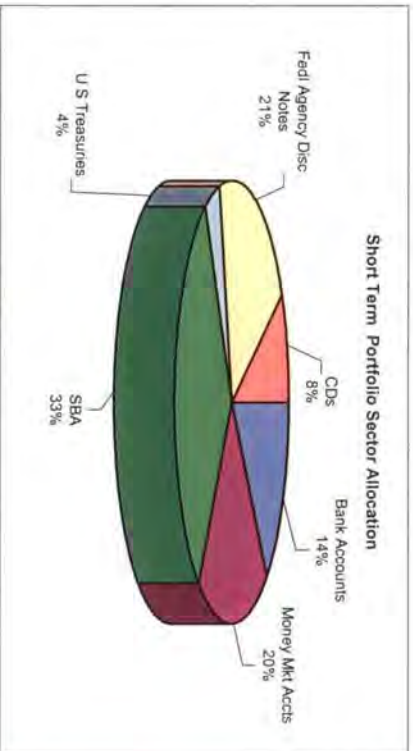
If you have any questions or comments, please do not hesitate to call me at 595-4310.

PLS/nac



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2012-2013
January 31, 2013

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year):			
	Par Value	Market Value	Percent
Bank Accounts	\$ 17,535,394	\$ 17,535,394	14%
Money Market Accounts	24,892,619	24,892,619	20%
State Board of Administration	39,106,414	39,106,414	33%
U S Treasuries	5,000,000	4,996,240	4%
Federal Agency/Discount Notes	25,000,000	24,986,505	21%
Certificates of Deposit	10,000,000	10,000,000	8%
Total Short Term Portfolio Assets:	\$ 121,534,428	\$ 121,517,173	100%
Short Term Portfolio Yield:	0.17%	YTD Earnings:	52,113
Benchmark S&P GIP Index 30 Day:	0.05%		

LONG TERM CORE PORTFOLIO (Maturities > 1 Year):			
	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 29,485,000	\$ 30,010,411	29%
Federal Agency Bond/Note	44,245,000	45,618,990	43%
Corporate Notes/Muni Bonds	25,025,000	26,134,638	25%
Commercial Paper	3,050,000	3,046,953	3%
Federated Govt Money Market Fund	325,682	325,682	0%
Total Managed CORE Assets:	\$ 102,130,682	\$ 105,136,674	100%
CORE Portfolio Yield to Maturity at Cost:	1.17%	YTD Earnings:	\$ 630,640
CORE Portfolio Yield to Maturity at Market:	0.52%		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	0.011%		
Benchmark Merrill Lynch 1-5 Yr Treasury Index:	-0.128%		

\$ 223,665,110	\$ 226,653,847
\$ 276,569	
\$ 682,754	

INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBA COUNTY, FLORIDA
January 31, 2013

Security Description	Number	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 1/31/2013	Book Value 1/31/2013	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit
BANK ACCOUNTS:												
BANK OF AMERICA (DEPOSITORY)				ECR .45%	NA	16,804,356	16,804,356	16,804,356				
BANK OF AMERICA (SHIP)				ECR .45%	NA	706,909	706,909	706,909				
BANK OF AMERICA (DDA)				ECR .45%	NA	24,129	24,129	24,129				
TOTAL BANK ACCOUNT						17,535,394	17,535,394	17,535,394	14.43%			
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT												
SUNTRUST NOW (MONEY MKT) ACCOUNT				0.16%	NA	9,770,997	9,770,997	9,770,997			8.04%	10.00%
SERVISFIRST (MONEY MKT) ACCOUNT				0.10%	NA	5,103,931	5,103,931	5,103,931			4.20%	10.00%
TOTAL MONEY MARKET ACCOUNT				0.30%	NA	10,017,691	10,017,691	10,017,691	20.45%	20.00%	8.24%	10.00%
STATE BOARD OF ADMINISTRATION ACCT #141071												
TOTAL STATE BOARD OF ADMINISTRATION				0.22%	NA	39,106,414	39,106,414	39,106,414	32.18%	25.00%		
U. S. TREASURIES:												
CANTOR FITZGERALD-TBILL	9/27/95Z87	11/30/2012	10/17/2013	0.13%	0.13%	5,000,000	4,996,240	4,995,342				
MATURED UNITED STATES TREASURIES						5,000,000	4,996,240	4,995,342	4.11%	100.00%		
FEDERAL INSTRUMENTALITIES:												
CANTOR-FHLB	313389LR5	12/17/2012	9/13/2013	0.13%	0.13%	5,000,000	4,997,200	4,995,956			4.11%	25.00%
TOTAL CANTOR						5,000,000	4,997,200	4,995,956				
MSSB-FHLB	313389LN4	11/30/2012	9/10/2013	0.15%	0.15%	5,000,000	4,997,240	4,995,396				
MSSB-FHLB	313389LJF4	12/17/2012	7/17/2013	0.11%	0.11%	5,000,000	4,998,155	4,997,464				
MSSB-FHLB	313389KX1	12/17/2012	8/14/2013	0.12%	0.12%	5,000,000	4,997,575	4,996,767				
MSSB-FHNA	313389NH2	12/17/2012	10/23/2013	0.13%	0.13%	5,000,000	4,996,335	4,995,234				
TOTAL MSSB						20,000,000	19,989,305	19,984,860	16.45%		16.45%	25.00%
TOTAL FEDERAL INSTRUMENTALITIES												
						25,000,000	24,986,505	24,980,816	20.56%	100.00%		
CERTIFICATES OF DEPOSITS:												
BVYA COMPASS	6702284714	11/16/2012	8/16/2013	0.25%	0.25%	5,000,000	5,000,000	5,000,000				
TOTAL BVYA COMPASS BANK						5,000,000	5,000,000	5,000,000	4.11%		4.11%	10.00%
SERVISFIRST	171033	8/24/12	8/23/13	0.45%	0.45%	5,000,000	5,000,000	5,000,000				
TOTAL SERVISFIRST BANK						5,000,000	5,000,000	5,000,000	4.11%		4.11%	10.00%
TOTAL CERTIFICATES OF DEPOSITS						10,000,000	10,000,000	10,000,000	8.23%	20.00%		
TOTAL INVESTMENTS												
INTEREST RECEIVABLE AS OF:	1/31/2013					121,534,428	121,517,173	121,510,585	100.00%			
TOTAL EQUITY IN INVESTMENTS AS OF:	1/31/2013							12,544				
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:	1/31/2013							121,523,129				
TOTAL EQUITY IN INVESTMENTS AS OF:	1/31/2013							104,027,925				
								225,551,053				



Managed Account Issuer Summary

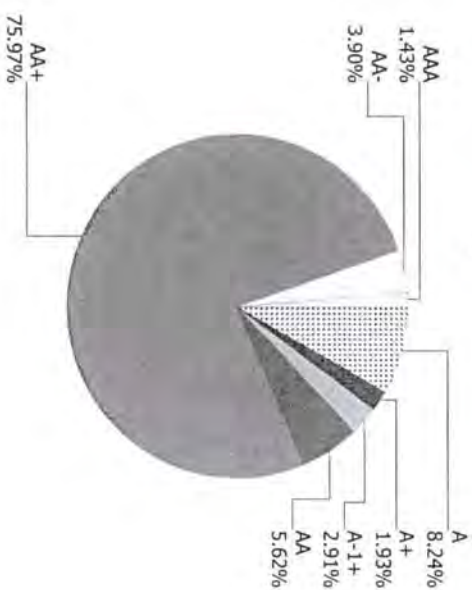
For the Month Ending **January 31, 2013**

ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

Issuer Summary

Issuer	Market Value of Holdings	Percent
ANHEUSER-BUSCH INBEV NV	2,003,868.00	1.91
BANK OF NEW YORK	2,022,938.00	1.93
CALLEGUA WTR DIST, CA	1,500,390.00	1.43
DEERE & COMPANY	2,517,449.13	2.40
FANNIE MAE	24,439,105.09	23.32
FEDERAL HOME LOAN BANKS	1,846,532.98	1.76
FREDDIE MAC	19,333,352.42	18.45
GENERAL ELECTRIC CO	4,008,845.10	3.82
JP MORGAN CHASE & CO	3,003,168.00	2.87
MCDONALD'S CORPORATION	1,107,357.90	1.06
PROCTER & GAMBLE CO	3,017,820.00	2.88
RABOBANK NEDERLAND	3,046,953.05	2.91
STATE OF MICHIGAN	1,067,102.40	1.02
STATE OF PENNSYLVANIA	5,885,700.00	5.62
UNITED STATES TREASURY	30,010,411.03	28.62
Total	\$104,810,993.10	100.00%

Credit Quality (S&P Ratings)



PFM Asset Management LLC



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-3908

Clerk & Comptroller's Report 12. 2.

BCC Regular Meeting

Consent

Meeting Date: 02/21/2013

Issue: Returned Check Write-Off

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Returned Check Write-Off

That the Board adopt the Resolution authorizing the write-off of \$986.00 in returned checks in various funds of the County that have been determined to be uncollectible bad debts.

Background:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs of returned checks as detailed in Attachment A to the Resolution. All phases of the collection process have been attempted and have been determined to be uncollectible.

Attachments

Resolution Write-Off Returned Checks



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

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers


Clerk of the Circuit Court and Comptroller

DATE: February 8, 2013

SUBJECT: Write Off Return Checks

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 FEB 12 P 4:00
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FL

RECOMMENDATION:

That the Board adopt the Resolution authorizing the write off of **\$986.00** in returned checks in various funds of the County that have been determined to be uncollectible bad debts.

DISCUSSION:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write offs of returned checks as detailed in the attached listing. All phases of the collection process have been attempted and have been determined to be uncollectible.

PC/lmh

Attachment



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-3890

Clerk & Comptroller's Report 12. 3.

BCC Regular Meeting

Consent

Meeting Date: 02/21/2013

Issue: Acceptance of Documents

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the following four documents regarding Escambia Co., FL v McCall and Associates, Inc. Architects, et al., as approved by the Board on November 1, 2012, and received in the Clerk to the Board's Office on January 10, 2013:

A. The original *Settlement Agreement and Release* between Speegle Construction, Inc., Carolina Casualty Insurance Company, Berkley Insurance Company, All-South Subcontractors, Inc., and Escambia County;

B. The original *General Release of All Claims* between Speegle Construction, Inc., Carolina Casualty Insurance Company, Berkley Insurance Company, All-South Subcontractors, Inc., and Escambia County;

C. A color copy of the *General Release of All Claims* between McCall and Associates, Inc. Architects and Escambia County; and

D. A copy of the *Settlement Agreement* (and General Mutual Release) between Samuel Johnson, Inc., Samuel F. Johnson, Jr., and Escambia County.

Attachments

McCall & Associates Settlement Documents



ESCAMBIA
COUNTY

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk to the Board

FROM: Beth Larried, Administrative Assistant to
Charles V. Peppler, Deputy County Attorney

DATE: January 10, 2013

RE: *Escambia Co., FL v. McCall and Associates, Inc. Architects, et al.*
Case No. 2011 CA 001127
BCC Attorney-Client Session 11/1/2012

Attached are the copies or originals of the following documents signed by the parties in the above-referenced litigation pursuant to the Board's action at the Attorney-Client Session held November 1, 2012. (BCC Resume page also attached).

1. Original Settlement Agreement and Release between Speegle Construction, Inc., Carolina Casualty Insurance Company, Berkley Insurance Company, All-South Subcontractors, Inc., and Escambia County.
2. Original General Release of All Claims between Speegle Construction, Inc., Carolina Casualty Insurance Company, Berkley Insurance Company, All-South Subcontractors, Inc., and Escambia County.
3. Color Copy of the General Release of All Claims between McCall and Associates, Inc. Architects and Escambia County.
4. Copy of the Settlement Agreement (and General Mutual Release) between Samuel Johnson, Inc., Samuel F. Johnson, Jr., and Escambia County.

If you have any questions concerning the above, do not hesitate to give me a call. Thank you for your assistance in this matter.

/el
Attachments

RECEIVED
JAN 10 2013
CLERK OF COURT
JAN 10 2013

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

AGENDA NUMBER – Continued

3. Continued...



Motion made by Commissioner Young, seconded by Commissioner Valentino, and carried 3-0, with Commissioner White absent and Commissioner Robinson abstaining (and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers), taking the following action:

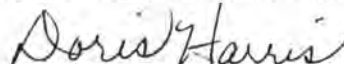
- A. Accepting the sum of \$425,000.00 from McCall and Associates, Inc. Architects, in exchange for a general release of all claims, to be executed by the Chairman in a form approved by the County Attorney's Office;
- B. Accepting the sum of \$132,279.81 from Samuel Johnson, Inc., and Samuel F. Johnson, Jr., individually, in exchange for a general release of all claims, to be executed by the Chairman in a form approved by the County Attorney's Office;
- C. Accepting the sum of \$105,000.00 from Speegle Construction, Inc., Carolina Casualty Insurance Company, Berkley Insurance Company, and All-South Subcontractors, Inc., in exchange for a general release of all claims, to be executed by the Chairman in a form approved by the County Attorney's Office; and
- D. Approving that the County Attorney's Office, upon receipt of the settlement proceeds from the parties named above, will take the necessary steps to cooperate in the dismissal of the pending litigation as to those parties, with each party bearing its own attorney's fees and costs.

ADJOURNMENT

There being no further business to come before the Board, Chairman Robertson declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:15 p.m.


ATTEST:

Ernie Lee Magaha
Clerk of the Circuit Court & Comptroller


Doris Harris
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By 
Wilson B. Robertson, Chairman

Approved: November 15, 2012



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-3888

Clerk & Comptroller's Report 12. 4.

BCC Regular Meeting

Consent

Meeting Date: 02/21/2013

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 7, 2013; and

B. Approve the Minutes of the Regular Board Meeting held February 7, 2013.

Attachments

February 7, 2013, Agenda Work Session Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD FEBRUARY 7, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:07 a.m. – 11:42 a.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., February 7, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Sandra F. "Sam" Slay, Code Enforcement Division Manager, Corrections Department, reviewed the agenda cover sheet, and Karen Sindel and W. A. "Buck" Lee commented concerning the 5:31 p.m. Public Hearing;
 - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, Interim County Administrator Touart, County Attorney Rogers, Wesley J. "Wes" Moreno, Director, Infrastructure Branch, Public Works Department, Amy Lovoy, Director, Management and Budget Services Department, Larry M. Newsom, Assistant County Administrator, and Patrick T. "Pat" Johnson, Director, Solid Waste Management, reviewed the County Administrator's Report, and W. A. "Buck" Lee commented concerning Item III-1;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Robinson reviewed his add-on item.

REPORT OF THE AGENDA WORK SESSION – Continued

2. FOR INFORMATION: The following two disclosures were entered into the record:
 - A. Interim County Administrator Touart disclosed that he and his wife, and he and his partner, have two pending BP claims and the County Attorney has advised that he should disclose each time BP issues are discussed; and
 - B. County Attorney Rogers disclosed that her husband's business has pending BP claims.
3. FOR INFORMATION: County Attorney Rogers advised, during discussion concerning the possibility that the City of Pensacola plans to utilize its share of the four-cent Local Option Gas Tax (LOGT) to fund its portion of the bonding incentives related to "Project Stallion," that if the City and County do not enter into an interlocal Agreement by October 1, 2013, allocation of the LOGT proceeds will occur according to the default formula.

AGENDA WORK SESSION: February 7, 2013

NAME

DEPARTMENT/AGENCY

1	Susan A. Woolf	Clerk of Court
2	Doris Harris	Clerk to the Board
3	Jan Childs	Clerk of Court & Comptroller
4	Rev. Jordan J	CAO
5	Quincy Witterstaeter	CAO
6	Ann McVahuta	BCC
7	Laura May	BCC
8	Grover Robinson	BCC
9	Steven Barry	BCC
10	Wilson Robinson	BCC
11	AS	City Atty.
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February 7, 2013

NAME

DEPARTMENT/AGENCY

1	Nes Moreno	2/7/13
2	Jay Black	2/7/13
3	Mike Rodas	2/7/13
4	Deana Holloway	Community Affairs
5	Carla Jones	Community Affairs
6	Sandra Slay	ENO ENFOR
7	Borden St. Pierre	Lawrence
8	Andrew Blemer	TAXPAYER
9	Mr Perkins	CCNA
10	Dianne Jumper	Co. Atty Office
11	Deon Kestner	BCC-2
12	Shawna Brumfield	BCC 01
13	Rawn Jocke	BCC 0.5
14	Nes M	PWJ
15	Ron Ellington	Lanifree
16	Matt Mooneyham	PW
17	Dodie Dubuison	IOH
18	Larry M. Jones	Admin
19	Kathleen Dough-Castro	PID
20	BRANDI ZIGLAR	PID
21	Bill Pearson	PID
22	KEISTEN HUAL	County Attorney (ASSISTANT)
23	SWAN HOET	SWM/CCD/PER
24		
25		
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27		
28		
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30		

February 7, 2013

NAME

DEPARTMENT/AGENCY

1	Amy Lora	MBS
2	David Musselwhite	I.T.
3	Buck Lee	SRIA
4	Russell Scawt	SRIA
5	Paolo Gibbo	SRIA
6	Colin Brown	Esc Co Traffic
7	Dianne Hall	ECAT
8	Mary Lou Franzoni	ECAT - First Transit
9	Tim McCann	ECAT - FT
10	Mike Weaver	RS
11	Tosco Caswell	SELF
12	Chris Frieschler	C+E
13	H. Jones	
14	TRAY	C+E
15	GREG JONES	WCT
16	LARRY GOODWIN	PTW
17	Karen Sindel	Self
18	Barbara Nagel	Self
19	Joseph Herrin	ATU
20	Michael Lowery	ATU
21	James Smith	ECAT
22	Netta Rhee	BCCB
23	David Wince	Facilities Mgt
24	Henrique Diaz	ECSD
25	Charles Simmon	Person
26	Jim	DM
27	Gary Rann	ATU
28	Tom Turner	HR
29		
30		



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3802

Growth Management Report 12. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/21/2013

Issue: 5:45 p.m. - Public Hearing -LDC Ordinance - Article 6, Zoning District, Perdido Key

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Article 6

That the Board of County Commissioners review and adopt an Ordinance to the Land Development Code (LDC) amending Article 6, Zoning Districts.

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

BACKGROUND:

With the pending approval of the Perdido Key Habitat Conservation Plan, buildable acreage on the key will become more limited. Staff is seeking ways to increase density within smaller footprints. The current Floor Area Ratio (FAR) and building heights limit the ability to concentrate density.

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 Stephen West, Assistant 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

Ordinance Draft

Ordinance Clean Copy

Legal Sign-Off

ORDINANCE NUMBER 2013- _____

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, "ZONING DISTRICTS," SECTION 6.05.15.01, CCPK (PERDIDO KEY) COMMERCIAL CORE DISTRICT, TO REMOVE CERTAIN STANDARDS FOR LOT COVERAGE, REVISE STANDARDS TO ALLOW GREATER BUILDING HEIGHTS AND REMOVE STANDARDS FOR FOOTPRINT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 6, "Zoning Districts", Section 6.05.15.01 is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.15.01. CCPK (Perdido Key) commercial core district.

A. *Intent and purpose of district.* This district is composed of lands and structures used primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed use development, including high density residential, hotels and motels, and commercial uses associated with resort areas. The maximum density is 13 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy 7.A.4.7.f.(4), 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.~~

B. *Permitted uses.*

1. Any use permitted in the C-1PK district.
2. Hotels and motels. Maximum density shall be 25 units per acre.
3. Commercial amusement and commercial recreational facilities, including miniature golf courses.
4. Arcade amusement centers and bingo facilities.

5. Any uses which are similar or compatible to the uses permitted herein that promote the intent and purpose of this district. Determination shall be made by the planning board (LPA).
- C. *Off-street parking and loading requirements.* See section 7.02.00.
- D. *Traffic requirements.* See section 7.11.09.
- E. *Screening adjacent to residential districts.* See section 7.01.06.E.
- F. *Site and building requirements.*
1. *Lot coverage.*
 - a. ~~The lot coverage for residential single-family, two-family (duplex), three-family (triplex), four-family (quadruplex), and townhouse buildings shall be the same as for the R-1PK district. At least 20 percent of each lot or parcel shall remain pervious 80 percent maximum impervious cover ratio for multifamily dwelling and commercial buildings. (See section 12.01.01.B.)~~
 - b. ~~The maximum combined area occupied by all principal and accessory buildings shall not exceed the percentage (%) allowed under the "footprint" regulations for the number of stories proposed.~~
 2. *Lot width.* The minimum lot width for residential single-family, two-family (duplex), three-family (triplex), four-family (quadruplex), and townhouse buildings shall be the same as for the R-1PK district. Multifamily dwelling and commercial buildings shall have no minimum lot width.
 3. *Yards.* The front and yard shall be the same as the R-3PK district. The rear yard shall be the same as the C-1PK district. The side yards shall be the same as the R-3PK district. Required side yard setbacks shall not be less than five feet on each side, except where a commercial district is contiguous to a residential district there shall be a minimum side yard of ten feet on the side abutting the residential district, unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer, in which case no side yard is required. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provisions of this Code (Article 7) or 30 feet, whichever is greater.
 4. *Building heights.* Building heights shall not exceed ~~18~~ 20 stories with the exception of hotels which shall not exceed 30 stories. stories plus two additional stories for parking and/or storage. See article 11 for additional height restrictions within four miles of the Pensacola Naval Air Station.
 5. ~~*Footprint.*~~
 - a. ~~If the lot or parcel is proposed to be improved with, or contains an existing building of two and one-half or more stories, but less than five stories, the footprint of both proposed and existing buildings shall not exceed 25 percent of lot coverage.~~
 - b. ~~If the lot or parcel is proposed to be improved with, or contains an existing building of five or more stories, but less than seven stories, the~~

1 footprint of both proposed and existing buildings shall not exceed 23
2 percent of lot coverage.
3 c. ~~If the lot or parcel is proposed to be improved with, or contains an~~
4 ~~existing building of seven or more stories, but less than nine stories,~~
5 ~~the footprint of both proposed and existing buildings shall not exceed~~
6 ~~21 percent of lot coverage.~~
7 d. ~~If the lot or parcel is proposed to be improved with, or contains an~~
8 ~~existing building of nine or more stories up to and including 18 stories,~~
9 ~~the footprint of both proposed and existing buildings shall not exceed~~
10 ~~19 percent of lot coverage.~~
11 e. ~~The lot or parcel used in computing the area required to satisfy~~
12 ~~footprint restrictions on buildings two and one-half stories or greater~~
13 ~~may not be crossed, intersected or divided by any public road or right-~~
14 ~~of-way. If a lot or parcel is divided, crossed, intersected or divided by~~
15 ~~any public road or right-of-way, footprint restrictions shall be applied to~~
16 ~~each portion of the divided lot or parcel as if the divided lot or parcel~~
17 ~~were two separate lots or parcels. In the event a public road or right-of-~~
18 ~~way splits a lot or parcel and creates public access to a waterway, then~~
19 ~~the lot coverage for both divisions of the lot or parcel shall be used to~~
20 ~~determine whether footprint restrictions have been satisfied.~~

21 22 **Section 2. Severability.**

23
24 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
25 or unconstitutional by any Court of competent jurisdiction, then said holding shall
26 in no way affect the validity of the remaining portions of this Ordinance.
27

28 29 **Section 3. Inclusion in Code.**

30
31 It is the intention of the Board of County Commissioners that the provisions of
32 this Ordinance shall be codified as required by 125.68, Fla. Stat. (2012); and that
33 the sections, subsections and other provisions of this Ordinance may be
34 renumbered or relettered and the word "ordinance" may be changed to "section,"
35 "article," or such other appropriate word or phrase in order to accomplish such
36 intentions.
37

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39 **INTENTIONALLY LEFT BLANK**
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1 **Section 4. Effective Date.**

2
3 This Ordinance shall become effective upon filing with the Department of State.

4
5 **DONE AND ENACTED** this _____ day of _____, 2013.

6
7 **BOARD OF COUNTY COMMISSIONERS**
8 **OF ESCAMBIA COUNTY, FLORIDA**

9
10 By: _____
11 **Gene M. Valentino, Chairman**

12
13 **ATTEST: PAM CHILDERS**
14 **Clerk of the Circuit Court**

15
16 By: _____
17 **Deputy Clerk**

18
19 **(SEAL)**

20
21 **ENACTED:**

22
23 **FILED WITH THE DEPARTMENT OF STATE:**

24
25 **EFFECTIVE DATE:**
26
27
28
29

ORDINANCE NUMBER 2013- _____

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, "ZONING DISTRICTS," SECTION 6.05.15.01, CCPK (PERDIDO KEY) COMMERCIAL CORE DISTRICT, TO REMOVE CERTAIN STANDARDS FOR LOT COVERAGE, REVISE STANDARDS TO ALLOW GREATER BUILDING HEIGHTS AND REMOVE STANDARDS FOR FOOTPRINT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 6, "Zoning Districts", Section 6.05.15.01 is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.15.01. CCPK (Perdido Key) commercial core district.

A. *Intent and purpose of district.* This district is composed of lands and structures used primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed use development, including high density residential, hotels and motels, and commercial uses associated with resort areas. The maximum density is 13 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy 7.A.4.7.f.(4), 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.~~

B. *Permitted uses.*

1. Any use permitted in the C-1PK district.
2. Hotels and motels. Maximum density shall be 25 units per acre.
3. Commercial amusement and commercial recreational facilities, including miniature golf courses.
4. Arcade amusement centers and bingo facilities.

5. Any uses which are similar or compatible to the uses permitted herein that promote the intent and purpose of this district. Determination shall be made by the planning board (LPA).
- C. *Off-street parking and loading requirements.* See section 7.02.00.
- D. *Traffic requirements.* See section 7.11.09.
- E. *Screening adjacent to residential districts.* See section 7.01.06.E.
- F. *Site and building requirements.*
1. *Lot coverage.*
 - a. ~~The lot coverage for residential single-family, two-family (duplex), three-family (triplex), four-family (quadruplex), and townhouse buildings shall be the same as for the R-1PK district. At least 20 percent of each lot or parcel shall remain pervious 80 percent maximum impervious cover ratio for multifamily dwelling and commercial buildings. (See section 12.01.01.B.)~~
 - b. ~~The maximum combined area occupied by all principal and accessory buildings shall not exceed the percentage (%) allowed under the "footprint" regulations for the number of stories proposed.~~
 2. *Lot width.* The minimum lot width for residential single-family, two-family (duplex), three-family (triplex), four-family (quadruplex), and townhouse buildings shall be the same as for the R-1PK district. Multifamily dwelling and commercial buildings shall have no minimum lot width.
 3. *Yards.* The front and yard shall be the same as the R-3PK district. The rear yard shall be the same as the C-1PK district. The side yards shall be the same as the R-3PK district. Required side yard setbacks shall not be less than five feet on each side, except where a commercial district is contiguous to a residential district there shall be a minimum side yard of ten feet on the side abutting the residential district, unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer, in which case no side yard is required. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provisions of this Code (Article 7) or 30 feet, whichever is greater.
 4. *Building heights.* Building heights shall not exceed ~~18~~ 20 stories with the exception of hotels which shall not exceed 30 stories. stories plus two additional stories for parking and/or storage. See article 11 for additional height restrictions within four miles of the Pensacola Naval Air Station.
 5. ~~*Footprint.*~~
 - a. ~~If the lot or parcel is proposed to be improved with, or contains an existing building of two and one-half or more stories, but less than five stories, the footprint of both proposed and existing buildings shall not exceed 25 percent of lot coverage.~~
 - b. ~~If the lot or parcel is proposed to be improved with, or contains an existing building of five or more stories, but less than seven stories, the footprint of both proposed and existing buildings shall not exceed 23 percent of lot coverage.~~

~~c. If the lot or parcel is proposed to be improved with, or contains an existing building of seven or more stories, but less than nine stories, the footprint of both proposed and existing buildings shall not exceed 21 percent of lot coverage.~~

~~d. If the lot or parcel is proposed to be improved with, or contains an existing building of nine or more stories up to and including 18 stories, the footprint of both proposed and existing buildings shall not exceed 19 percent of lot coverage.~~

~~e. The lot or parcel used in computing the area required to satisfy footprint restrictions on buildings two and one-half stories or greater may not be crossed, intersected or divided by any public road or right-of-way. If a lot or parcel is divided, crossed, intersected or divided by any public road or right-of-way, footprint restrictions shall be applied to each portion of the divided lot or parcel as if the divided lot or parcel were two separate lots or parcels. In the event a public road or right-of-way splits a lot or parcel and creates public access to a waterway, then the lot coverage for both divisions of the lot or parcel shall be used to determine whether footprint restrictions have been satisfied.~~

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 125.68, Fla. Stat. (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

Section 4. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2013.

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

By: _____
Gene M. Valentino, Chairman

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

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CCPK text changes for lot coverage and building height

Date: 09/06/12

Date requested back by: 09/14/12 for Oct. 8 PB

Requested by: Andrew Holmer

Phone Number: 595-3466

.....

(LEGAL USE ONLY)

Legal Review by 

Date Received: _____

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

I made changes to the title.

Karla N Moreno

From: Stephen G. West
Sent: Tuesday, November 06, 2012 3:09 PM
To: Karla N Moreno
Cc: Tara D. Cannon
Subject: RE: Ordinance to Approve Comp Plan Amendment - CPA 2012-06

Karla:

The title for the Comp Plan ordinance is OK to advertise.

The title for the LDC ordinance will need to be changed. Specifically, on page 1, lines 10 and 11, change "REMOVE STANDARDS FOR LOT COVERAGE, BUILDING HEIGHT, AND FOOTPRINT" to "REMOVE CERTAIN STANDARDS FOR LOT COVERAGE, REVISE STANDARDS TO ALLOW GREATER BUILDING HEIGHTS, AND REMOVE STANDARDS FOR FOOTPRINT."

I don't see any problem with scheduling the second hearing on the LDC ordinance after you get DEO's response.

Please feel free to call if you have any questions.

From: Karla N Moreno
Sent: Tuesday, November 06, 2012 2:29 PM
To: Stephen G. West
Subject: RE: Ordinance to Approve Comp Plan Amendment - CPA 2012-06

Hi Steve,

I just spoke to Lloyd, and he said we should be able to proceed with both Ordinances. On the first (CPA 2012-06), the Planning Board just made a motion to forward to the BCC for transmittal to the DEO. On the second (LDC Ordinance – Article 6), the Planning Board made a motion to forward to the BCC, to include the change in height for CCPK (20 stories for residential and 30 stories for hotels, as recommended by the Perdido Key Association). Staff is in the process of making those changes and will also delete the strike-thru on Page 2, Line 4 (1. Lot Coverage). As far as the title blocks for the Ordinances, it doesn't appear those will change. Once I have your approval, I will forward to the Pensacola News Journal for advertisement. Since the Article 6 Ordinance requires two Public Hearings, Lloyd advised it would be permissible to proceed with the first Public Hearing on December 6th, with the second to be scheduled, at a later time, once we hear back from DEO. If that is not correct, please let me know that as well. Thanks so much.

*Karla N. Moreno, Assistant to
T. Lloyd Kerr, AICP, Director
Escambia County Development Services Department
Phone: (850) 595-3597
FAX: (850) 595-3512*

From: Stephen G. West
Sent: Tuesday, November 06, 2012 1:39 PM
To: Karla N Moreno
Cc: Tara D. Cannon
Subject: RE: Ordinance to Approve Comp Plan Amendment - CPA 2012-06

Karla:

I can't remember whether the Planning Board directed staff to amend the Comp Plan ordinance or the LDC ordinance. Please send the entire ordinance that will be presented to the BCC.

From: Karla N Moreno
Sent: Tuesday, November 06, 2012 1:24 PM
To: Stephen G. West
Subject: Ordinance to Approve Comp Plan Amendment - CPA 2012-06

Good Afternoon,

Following the recommendation of the Planning Board at its Monday, November 5, 2012, Meeting to forward to the Board of County Commissioners (BCC) for review and consideration of adoption, the Ordinance to amend the Escambia County Comprehensive Plan: 2030, is it permissible to proceed with advertisement of the Ordinance with the Pensacola News Journal? The title currently reads, as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030; AMENDING FUTURE LAND USE ELEMENT MU-PK; REMOVING CERTAIN RESTRICTIONS ON DEVELOPMENT, HEIGHT, AND DENSITY; INCREASING THE FLOOR AREA RATIO; AND ADDING MINIMUM PERVIOUS AND MAXIMUM IMPERVIOUS AREA STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

*Karla N. Moreno, Assistant to
T. Lloyd Kerr, AICP, Director
Escambia County Development Services Department
Phone: (850) 595-3597
FAX: (850) 595-3512*



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3834

Growth Management Report 12. 1.

BCC Regular Meeting

Consent

Meeting Date: 02/21/2013

Issue: Schedule of Public Hearing

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

Thursday, March 21, 2013

5:45 p.m. - A Public Hearing - Comprehensive Plan Text Amendment CPA 2013-01



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3846

County Administrator's Report 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: CRA Minutes January 17, 2013

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes, January 17, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the January 17, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

BACKGROUND:

On January 17, 2013, a Community Redevelopment Agency Board meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration/sign-off is required.

PERSONNEL:

CED/CRA staff compiles all meeting minutes. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

There are no implementation/coordination tasks associated with this recommendation.

Attachments

CRA Minutes January 17, 2013



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
January 17, 2013
8:45 a.m.

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

Present: Chair Lumon J. May
Vice Chair Gene M. Valentino
Commissioner Steven L. Barry
Commissioner Wilson Robertson
Commissioner Grover Robinson, IV

Staff Present: George Touart, Interim County
Administrator
Alison Rogers, County Attorney
David Forte, Urban Planner
Keith Wilkins, Department Director

Call to Order.

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

Proof of publication

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

I. Technical/Public Service

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

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

Vote: 5 - 0 - Unanimously

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

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

Vote: 5 - 0 - Unanimously

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

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

Vote: 5 - 0 - Unanimously

II. Budget/Finance

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

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

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

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

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 700 West Truman Avenue:

A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and DM Oakwood Terrace, LLC, owner of commercial property located at 700 Truman Avenue, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$5,250, representing an in-kind match through the Palafox Tax Increment Financing (TIF) Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for removing barbed and metal wire fence; and

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 3 Bell Court:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert H. and Dorothy A. Thompson, the owners of residential property located at 3 Bell Court, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,153 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

4 Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 9 Bell Court - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 9 Bell Court:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Haariet F. Laton, the owner of residential property located at 9 Bell Court, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,005 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 909 Rue Max.

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Dennis Kamin, the owner of residential property located at 909 Rue Max, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,050 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 124 Reed Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Carlton E. and June H. McCullough, the owners of residential property located at 124 Reed Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$900 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 31 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Isaiah and Avis Morrison, the owners of residential property located at 31 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,550 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 100 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Randall S. and Clara A. Speigle, the owners of residential property located at 100 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$845 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 226 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Alan A. Tschirgi, the owner of residential property located at 226 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$932 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County

Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 106 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Randall S. Speigle, the owner of residential property located at 106 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$870 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 102 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Clara A. Speigle, the owner of residential property located at 102 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$857 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

12 Recommendation Concerning Commercial Sign Grant Program Funding and Lien Agreements for 4000 North Palafox Street - Keith Wilkins, Community and Environment Department Director

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 4000 North Palafox Street:

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

Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing an existing free-standing sign; and

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

Vote: 5 - 0 - Unanimously

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

That the Board ratify the following January 17, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 1303 Poppy Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Ian C. and Teresa Skelley, the owners of residential property located at 1303 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,100 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 5 - 0 - Unanimously

14 Recommendation Concerning Cancellation of Six Commerical Grant Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Program:

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

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

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

Vote: 5 - 0 - Unanimously

III. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3858

County Administrator's Report 12. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Enterprise Zone Development Agency Board Appointments

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Enterprise Zone Development Agency Board Appointments - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency, concerning the Escambia County Enterprise Zone Development Agency (EZDA) Board:

A. Reappointing Steve Littlejohn, Lead Land Development Officer, Escambia County Environmental Code Enforcement Division, to serve a four-year term, as a local code enforcement representative, effective February 21, 2013, until February 2017; and

B. Reappointing Nita Freeman, President, Bell Acres Neighborhood Watch Group, to serve a four-year term, as a resident living within the Enterprise Zone, effective February 21, 2013, until February 2017.

BACKGROUND:

On January 23, 2013, the EZDA Board recommended Steven Littlejohn, Lead Land Development Officer, Escambia County Environmental Code Enforcement Division, and Nita Freeman, President, Bell Acres Neighborhood Association be reappointed to the EZDA Board; each for a four year term beginning immediately until February 2017. Resumes are attached for both appointees.

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff has attached a copy of the EZDA Board membership list.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

There were no legal documents to be considered.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2003-48 provides that the Board of County Commissioners shall appoint a board of commissioners to serve as the EZDA Board.

IMPLEMENTATION/COORDINATION:

CED/CRA staff convenes quarterly meetings and coordinates with the EZDA Board to solicit their input and assistance in implementing the EZ Strategic Plan.

Attachments

EZDA Board List

EZDA Board Member Resumes-Freeman and Littlejohn

ESCAMBIA COUNTY ENTERPRISE ZONE DEVELOPMENT AGENCY BOARD

Board Members	CATEGORY	TERM EXPIRES				
Scott Luth	Local Chamber	10/30/2015	P.O. Box 550 Pensacola, FL 32591	Pensacola Bay Area Chamber of Commerce	438-4081	scottl@pensacolachamber.com
Larry Strain	At-Large	7/21/2015	401 E. Chase St, Suite 100 Pensacola, FL 32502	UWF Small Business Development Center	473-7830	lstrain@uwf.edu
Meredith Nunnari, Chair	Non Profit Organization located in EZ	3/18/2014	P.O. Box 18178 Pensacola, FL 32523	Escambia County Neighborhood Enterprise Foundation, Inc.	458-0466	meredith@nefi.gccoxmail.com
Jaunita Williams	Residents living in EZ	10/30/2015	318 Frisco Road Pensacola, FL 32507	Edgewater Homeowners' Association & Neighborhood Watch	455-6993	haucho@aol.com
Teresa Frye, Vice Chair	Local Finance Entity	7/21/2015	9070 W. Hwy. 98 Pensacola, FL 32506	Navy Federal Credit Union	529-4007 cell 912-2973 wk	teresa_frye@navyfederal.org
Steven Littlejohn	Local Code Enforcement	12/11/2012	3363 West Park Place Pensacola, FL	Environmental Code Enforcement	471-6161 cell 554-2759	steven_littlejohn@co.escambia.fl.us
Chief Deputy Larry Aiken	Local Law Enforcement	10/30/2015	1700 W. Leonard St Pensacola, FL 32501	Escambia County Sheriff's Office	436-9162	laiken@escambiaso.com
Susan Nelms	Local Workforce Development Board	10/30/2015	9111 Sturdevant St, Suite A Pensacola, FL 32514	Workforce Escarosa	473-0939	snelms@escarosa.org
Lumon May	At-Large	1/21/2014	1525 North J Street Pensacola, FL 32503	Mays Construction	433-7319	lumonmay@bellsouth.net
Nita Freeman	Residents living in EZ	10/20/2012	420 Norris Avenue Pensacola, FL 32505	Bell Acres Neighborhood Watch	292-3879	nl.freeman@cox.net
Ruth McKinon	At-Large	7/21/2015	4416 Cedarbrook Drive Pensacola, FL 32526	Coordinator Training Development - Pensacola State College	484-1363	rmckinon@pensacolastate.edu
Dr. Andrew Armani	Business located in EZ	3/18/2014	3840 West Navy Blvd Pensacola, FL 32507	Owner/Veterinarian - Navy Boulevard Animal Hospital		andrew.armani@gmail.com
County Staff						
Ms. Clara Long	Urban Planner II		221 Palafox Pl, Suite 305 Pensacola, FL	Escambia County CRA	595-3596	cflong@myescambia.com

For Changes or Updates to Information, Please email: cflong@myescambia.com

Revised 2/4/2013

NITA FREEMAN
420 Norris Avenue
Pensacola, FL 32505

MARITAL STATUS:

Married to Paul Freeman

EMPLOYMENT:

Retired Customer Service Representative from AT&T Wireless, Oklahoma City, OK - 2005

ORGANIZATION:

President, Bell Acres Neighborhood Watch Group

2008 - Present

My husband, Paul and I decided to start an organization so our neighborhood could become a safer place to live. The Group works hard and continues to make positive changes through the effort of our members and support from the sheriff's department, code enforcement and other local agencies.

INTERESTS/HOBBIES:

Enjoy doing Tai Chi several times a week, spend time at the beach and occasionally take my metal detector around the area in the illusive pursuit of buried treasure.

MEMBERSHIP:

Member of a Literary Group for Memoir Writers in Pensacola

Steve Littlejohn
Environmental Enforcement Officer II

RESUME

CURRENT JOB TITLE IS LEAD LAND DEVELOPMENT OFFICER, LEAD LDC SPECIALIST. DUTIES INCLUDE SUPERVISING ELEVEN OFFICERS INCLUDING FOUR SWORN LAW ENFORCEMENT OFFICERS AND SEVEN ENVIRONMENTAL CODE ENFORCEMENT OFFICERS. I REVIEW SITE PLANS FOR COMMERCIAL PROJECTS AND RESIDENTIAL SUBDIVISIONS FOR COMPLIANCE ISSUES RELATING TO BOTH NEW CONSTRUCTION AND NEW PROPERTY USES. I DO ON SITE INSPECTIONS AND ISSUE NOTICES OF VIOLATION AS WELL AS CIVIL CITATIONS. I REPRESENT THE COUNTY IN SPECIAL HEARING MASTER CASES AND ANSWER ANY QUESTIONS RELATED TO THE PROSECUTION OF ANY CASE NOT PRESENTED BY THE COUNTY ATTORNEYS OFFICE. I WORK CLOSELY WITH OTHER DEPARTMENTS INCLUDING ENGINEERING, PLANNING AND ZONING, NEIGHBORHOOD ENVIRONMENTAL SERVICES AND THE ROAD DEPARTMENT REGARDING ANY AND ALL LAND DEVELOPMENT CODE VIOLATIONS. I REVIEW AND ADVISE THE OTHER OFFICERS ON THEIR CASES. I HAVE TWENTY-ONE YEARS WITH THE COUNTY SEVEN WITH THIS DEPARTMENT INCLUDING TWO AS A SUPERVISOR. MY PREVIOUS WORK EXPERIENCE WITH THE COUNTY INCLUDES ROAD BUILDING AND MAINTENANCE, HEAVY EQUIPMENT OPERATION MOSQUITO AND ANTHROPOD PEST CONTROL AND PARKS MAINTENANCE. I HAVE A CLASS B D.O.T CDL LICENSE, A DEPARTMENT OF AGRICULTURE PEST CONTROL LICENSE AND AM RECOGNIZED AS AN INDUSTRIAL HYGIENIST BY THE AMERICAN ASSOCIATION OF INDUSTRIAL HYGIENIST BECAUSE OF MY CERTIFICATION IN AIR QUALITY TESTING, MOLD TESTING AND MOLD REMEDIATION CONTRACTING. I HAVE A 50% OWNERSHIP IN THE COMPANY ENVIROFIRST SERVICES INC. UTILIZING THOSE LISTED CERTIFICATIONS. MY PREVIOUS WORK HISTORY INCLUDES CONSTRUCTION TRADES FRAMING, ROOFING SHEETROCK HANGING AND MASONARY WORK AS WELL AS ROUGHNECKING ON URANIUM DRILLING RIGS. I WAS ALSO A CORPORAL IN THE MARINE CORPS.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3839

County Administrator's Report 12. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Memorandum of Understanding Between the National Park Service-Gulf Islands National Seashore and Escambia County

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding between the National Park Service-Gulf Islands National Seashore and Escambia County - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Memorandum of Understanding between the National Park Service-Gulf Islands National Seashore and Escambia County for the Provision of Emergency Medical Services:

A. Approve the Memorandum of Understanding (MOU) to establish the terms and conditions under which Escambia County, through the Emergency Medical Services Division of the Department of Public Safety, and the National Park Service (NPS), will cooperate to jointly provide emergency medical services within and near the boundaries of the Gulf Islands National Seashore (GINS); and

B. Authorize the Chairman to sign the MOU.

BACKGROUND:

The purpose of the recommended MOU is to establish the terms and conditions under which Escambia County, through the Emergency Medical Services Division of the Department of Public Safety, and the NPS will cooperate to jointly provide emergency medical services within and near the boundaries of GINS. The County and NPS-GINS have been parties to such agreements since February 2002.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the MOU and approved it as to form and legal sufficiency on January 25, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve all Memorandums of Understanding.

IMPLEMENTATION/COORDINATION:

The Escambia County Public Safety Department will ensure that two original documents, executed by the County, are provided to GINS for signature by the Superintendent of NPS-GINS, and that one fully executed original is returned to the Clerk's Office for the record. Implementation of this MOU will be coordinated through the Department's Emergency Medical Services Division.

Attachments

MOU w/NPS-GINS for EMS

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NATIONAL PARK SERVICE-GULF ISLANDS NATIONAL SEASHORE
AND ESCAMBIA COUNTY FOR THE PROVISION OF EMERGENCY
MEDICAL SERVICES**

This Agreement is made and entered into this ___ day of _____, 2013, by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of the Gulf Islands National Seashore (hereinafter collectively referred to as "NPS-GINS"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter "County"), acting through its Board of County Commissioners.

WITNESSETH:

WHEREAS, the NPS administers and manages the Gulf Islands National Seashore (hereinafter "Park") as a unit of the national park system in accordance with the Act of January 8, 1971 (84 Stat. 1967) authorizing the establishment of the Park in FL and MS for administration by the US Department of the Interior, NPS, and the laws applicable generally to units of the national park system; and

WHEREAS, portions of the Park, including, but not limited to, Santa Rosa Island, Fort Pickens, Johnson Beach, and surrounding lands, are located within the jurisdictional boundaries of Escambia County; and

WHEREAS, pursuant to 16 U.S.C. §12, the NPS through the Secretary of the Interior is authorized to render emergency assistance to visitors within the national park system; and

WHEREAS, pursuant to 16 U.S.C. §1b(1), the NPS through the Secretary of the Interior is authorized to render emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the national park system; and

WHEREAS, the NPS-GINS and the County may cooperatively utilize their powers and resources in the most efficient manner possible to provide emergency medical services for visitors within and near their respective jurisdictions; and

WHEREAS, the parties find that the provision of such joint emergency medical services for visitors within and near the parties' respective jurisdictions serves a valid public purpose.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein the Parties agree as follows:

Article 1. Purpose.

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

1.2 The purpose of this Agreement is to establish the terms and conditions under which the parties will cooperate to jointly provide emergency medical services within and near the parties' respective jurisdictional boundaries.

Article 2. Statement of Work.

2.1 The NPS-GINS agrees:

(a) To automatically dispatch personnel and emergency medical service equipment to all emergency medical incidents within the boundaries of the Park.

(b) To coordinate with County EMS to provide emergency medical services and to fully cooperate with other emergency service organizations as necessary for the purpose of providing emergency medical services within and near the Park.

(c) Upon the County's request, to dispatch NPS-GINS emergency medical service personnel to emergency medical incidents within the County limits. NPS-GINS emergency medical service personnel will provide emergency medical care commensurate with their level of training, and within the confines of standing GINS medical protocols, until relieved by appropriate emergency responders.

(d) To allow the County to monitor and use radio frequencies assigned to the Park for the purpose of carrying out the actions covered by the agreement.

(e) Designate all cooperating physicians and staff representing the Medical Director(s) as volunteers of the NPS-GINS while they are present in the Park for training, area orientation, emergency medical service orientation or participation in the emergency medical program and not otherwise covered by liability/malpractice insurance.

(f) Ensure compliance with the certification, documentation and disciplinary requirements noted in DO/RM-51, as well as the protocols, standing orders, and SOP-s established by the Medical Director(s).

(g) Provide all run reports and associated emergency medical service documents to the Medical Director(s) or the Medical Director's proxy as required by the Medical Director(s). The purpose of this will be for quality assurance, training, and research. NPS-GINS also agrees to provide summary statements as required by the Medical Director(s).

(h) Maintain appropriate records as required by the Medical Director(s). This will include training and experience records of NPS-GINS emergency medical service personnel.

2.2 The County, by and through the Emergency Medical Services Division of the Department of Public Safety (hereinafter "County EMS"), agrees:

(a) Upon the request of NPS-GINS personnel, or by any other reporting means, the County shall dispatch personnel and emergency medical service equipment to emergency medical incidents within the Park to provide emergency medical services for Park visitors.

(b) To coordinate NPS-GINS personnel to provide emergency medical services and to fully cooperate with other emergency service organizations as necessary for the purpose of providing emergency medical services within the Park.

(c) To allow NPS-GINS personnel to monitor and, during an emergency, transmit on the County's radio frequency. This will be coordinated through the County Emergency Communications Center dispatcher.

(d) To maintain care, or transfer care to a receiving hospital, of all NPS-GINS equipment used for patient transport; furthermore, to return to NPS-GINS personnel or notify NPS-GINS personnel of the location of such equipment in a timely manner. This shall only apply when County EMS provides patient transport. NPS-GINS understands and agrees that should such equipment be lost, damaged, or stolen, while under the reasonable care of the County, that the NPS-GINS will not be recompensed.

(e) To allow NPS-GINS personnel to replace in-kind medical supplies used by NPS-GINS personnel during pre-hospital patient care. (e.g. oxygen delivery devices, c-collars, 4x4's, etc.)

(f) Upon request, to provide NPS-GINS personnel with completed reports (FL EMS Run Reports) concerning each patient treated and/or transported by County EMS from the Park. This section shall serve as an official standing request by the Park's Chief Law Enforcement Officer, pursuant to FS 401.304(4), for all completed reports.

(g) At the discretion of the Medical Director(s), to assign the QA/Training Coordinator of the County as a proxy for continuing quality improvement with the review of EMS Run Reports.

(h) To ensure compliance with all necessary protocols, standing orders, and standard operating procedures (SOP's) and administer a quality assurance program.

(i) To provide endorsement for certification of acceptable applicants for the National Registry of Emergency Medical Technician (NREMT) and National Registry of Emergency Medical Responder certification.

2.3 The NPS-GINS and the County further agree:

(a) That there shall be no monetary obligation on the part of the NPS-GINS or County, one to the other, under this agreement.

(b) That County will bill the individual(s) receiving the emergency service and will make the customary and usual attempts to collect their established fees. In the event all attempts to collect the above fees are not successful, the NPS-GINS shall not be liable for any outstanding debt.

(c) To cooperate in the formulation and application of practical plans and programs for the handling of emergency medical situations.

(d) To cooperate in on-site training programs whenever practical and mutually beneficial; including, but not limited to:

1) Quarterly in-services and/or additional training opportunities.

2) CEU opportunities (i.e. conferences).

3) Certification courses (i.e. BTLS, ACLS, BLS, PALS, etc...).

4) To allow the other agency's personnel to attend the training activities at the same cost charged to their own personnel.

5) To provide a list of participants to the other agency in a timely manner.

6) To participate as a third-rider with the other agency and assisting in the providing of emergency medical care.

7) Other activities as are mutually agreed upon, by the NPS-GINS Superintendent and the Director of the Escambia County Department of Public Safety, or their respective designees.

8) Prior approval to use/enact any article and/or section within this understanding, except as required within said article and/or section, is not required. However, each agency must coordinate with each other to facilitate the attendance of the other agency's personnel at training activities. Upon request and to the full extent permitted by applicable law, the parties shall share with each other final run reports of incidents.

(e) That each agency shall be responsible for providing their own equipment unless otherwise agreed to in writing by the parties. Any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS-GINS to the County shall be used and disposed of as set forth in the NPS Property Management Regulations.

Article 3. General Provisions.

3.1 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, as amended. In the event either party fails to abide by the provisions referenced in this paragraph, the other party may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period the noticed party still fails to allow access to such documents, terminate this Agreement.

3.2 HIPAA compliance. The parties agree that Appendix "A", attached hereto and incorporated by reference herein, shall document the parties compliance with the conditions of the Health Information Portability and Accountability Act (HIPAA).

3.3 Indemnification. To the extent permitted by law, and subject to any claim of sovereign immunity, the parties understand and agree that each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents while said employees and agents are acting within the scope of their employment in the performance of this agreement.

3.4 Assignment. This Agreement shall not be transferred or assigned by either party without prior written approval of the other party.

3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties stipulate that venue for any state or federal court action shall be in the County of Escambia, State of Florida.

3.6 Term. The term of this Agreement shall be for a period of five (5) years unless earlier terminated by either party. This agreement may be extended or renewed upon mutual agreement of the parties.

3.7 Termination. The parties reserve the right at any time during the term, and for any reason whatsoever in their sole discretion, to terminate this Agreement. Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination of convenience shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type.

3.8 Non-Discrimination. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, or national origin. This provision 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.

3.9 Notices. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To NPS-GINS:
Superintendent
Gulf Islands National Seashore
1801 Gulf Breeze Pkwy
Gulf Breeze, Florida 32563

To County:
County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

All notices required or to be given hereunder shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. 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 ten (10) days prior notice of the address change.

3.10 Miscellaneous. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If either party 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 this Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

3.11 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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.12 Entire Agreement. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations,

representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.

3.13 Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of either party.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____ 2013, and the National Park Service-Gulf Islands National Seashore, by and through its Superintendent, duly authorized to execute same on the _____ day of _____ 2013.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Chairman
Date: 1/25/13

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

**NATIONAL PARK SERVICE-GULF ISLANDS
NATIONAL SEASHORE**

By: _____
Daniel R. Brown, Superintendent

Witness

Witness

Appendix A

HIPAA Compliance. The NPS-GINS shall comply with the applicable provisions of the Administrative Simplification sections of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") and the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), no later than the effective date of each such requirement.

Use and Disclosure of Protected Health Information. NPS-GINS shall not use or disclose, and shall ensure that its directors, officers, employees, agents or sub-contractors not use or disclose, any Protected Health Information, as defined in 45 CFR § 164.591, other than as permitted by this Agreement or as required by law.

Safeguards. NPS-GINS shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted by this Agreement or as required by law.

Reporting. NPS-GINS shall, within five days of becoming aware of a use or disclosure of Protected Health Information in violation of this Agreement by NPS-GINS, its directors, officers, employees, agents or sub-contractors, or any third party to which NPS-GINS disclosed Protected Health Information, report any such use or disclosure to Florida.

Mitigation. NPS-GINS shall maintain a procedure for mitigating, to the maximum extent practicable, any adverse impact on individuals from NPS-GINS's use or disclosure of Protected Health Information in violation of this Agreement.

Agents and Sub-contractors. In the event NPS-GINS provides Protected Health Information received from Florida, or created or received by NPS-GINS on behalf of County, to NPS-GINS's agent or sub-contractors, NPS-GINS shall enter into a contract with such agent or sub-contractor that includes provisions under which the agent or sub-contractor agrees to the same restrictions and conditions that apply to NPS-GINS with respect to Protected Health Information.

Availability of Books and Records. NPS-GINS shall make available to the Secretary of the Department of Health and Human Services NPS-GINS's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Florida. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by NPS-GINS or County by virtue of this Section.

Access to Protected Health Information. Within five days of receipt of notice from County that an individual has requested access to Protected Health Information held by NPS-GINS, NPS-GINS shall forward the original or copies of such Protected Health Information to County, so long as NPS-GINS still maintains such Protected Health Information. In the event an individual directly requests NPS-GINS for access to Protected Health Information, NPS-GINS shall within two days forward such request to County. Any grant or denial of access to an individual of his or her Protected Health Information shall be

the responsibility of County.

Amendment of Protected Health Information. Within ten days of receipt of notice from Florida that Protected Health Information held by County is inaccurate or incomplete, NPS-GINS shall provide the Protected Health Information to Florida for amendment or shall incorporate such amendment to Protected Health Information as instructed by County.

Accounting of Disclosures. NPS-GINS shall keep a record of any disclosure made to its agents, sub-contractors or other third part for a purpose other than for Treatment, Payment or Health Care Operations, all as defined in 45 CFR § 164.501. For such disclosures, NPS-GINS shall record and maintain the following information: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information, and if know, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis of the disclosure. Within ten days of notice by County to NPS-GINS that County has received a request for accounting by an individual, NPS-GINS shall make its record of disclosures available to County for the six years before the date on which the individual requested the accounting. In the event an individual requests an accounting directly from NPS-GINS, NPS-GINS shall forward such request to County within two days of NPS-GINS's receipt of such request, and shall make its record of disclosures available to County within ten (10) days of NPS-GINS's receipt of such request. It shall be County's responsibility to prepare and deliver an accounting to an individual."



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3851

County Administrator's Report 12. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Request for Disposition of Property

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department, Fire Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, Fire Services Division, for property which is described and listed on the Request Form, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed.

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statute 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Public Safety Department will remove the appropriate property tag(s) and return them with a copy of the associated disposition form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

Attachments

Property Disposition Form

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety

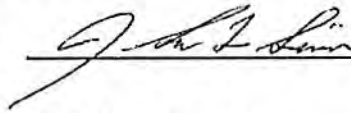
COST CENTER NO: 330206

John Sims

DATE: 1/31/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	502098	Ford F 150 Pick up truck	1FTRX17LXYN828471	F150	2000	Poor

Disposal Comments: To be auctioned off.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☐ Dispose-Bad Condition-Send for recycling-Unusable

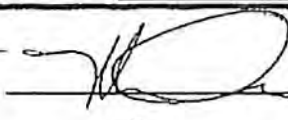
Computer is Ready for Disposition

Date: Information Technology Technician Signature:

TO: County Administration

Date: 2/01/13

FROM: Escambia County Department Director (Signature):



Director (Print Name):

Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date:


George Touart
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

rev. sh 07.11.12



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-1283

County Administrator's Report 12. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Limited Waiver of the Noise Abatement Ordinance for Pensacola Country Club

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Wedding Reception to be Held at the Pensacola Country Club - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the ending time from 10:00 p.m., to 10:30 p.m., for an outdoor wedding reception, to be held at the Pensacola Country Club on Saturday, April 13, 2013.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions.(g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon approval, the Escambia County Sheriff's Office will be notified of the date, time, and location of this proposed noise waiver.

Attachments

Application

Location Site Map

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

Development Services Department
3383 West Park Place, Pensacola, FL 32505
(850) 595-3580 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT**Waiver to Noise Ordinance**

Permit Number:

SE 130201125

Building Permit Number:

Approved By:

Date:

Applicant: Pensacola Country Club

Phone Number: 850.455.7364

Owner's Name: GM - Randy Delaney

Phone Number:

Owner's Address: 1500 Bayshore Drive

City: Pensacola

State: FL

Zip Code: 32507

Job Address: same

Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 04.13.13

Description of Activity: Indoor/ Outdoor wedding reception involving music and dancing.

Beginning Time: 5:30

Ending Time:

10:30pm

Appx 125 guests.

Remarks or Comments:

Driving Directions: From Barancas Ave, turn south on to Country Club Drive, turn right on to Bayshore Dr.

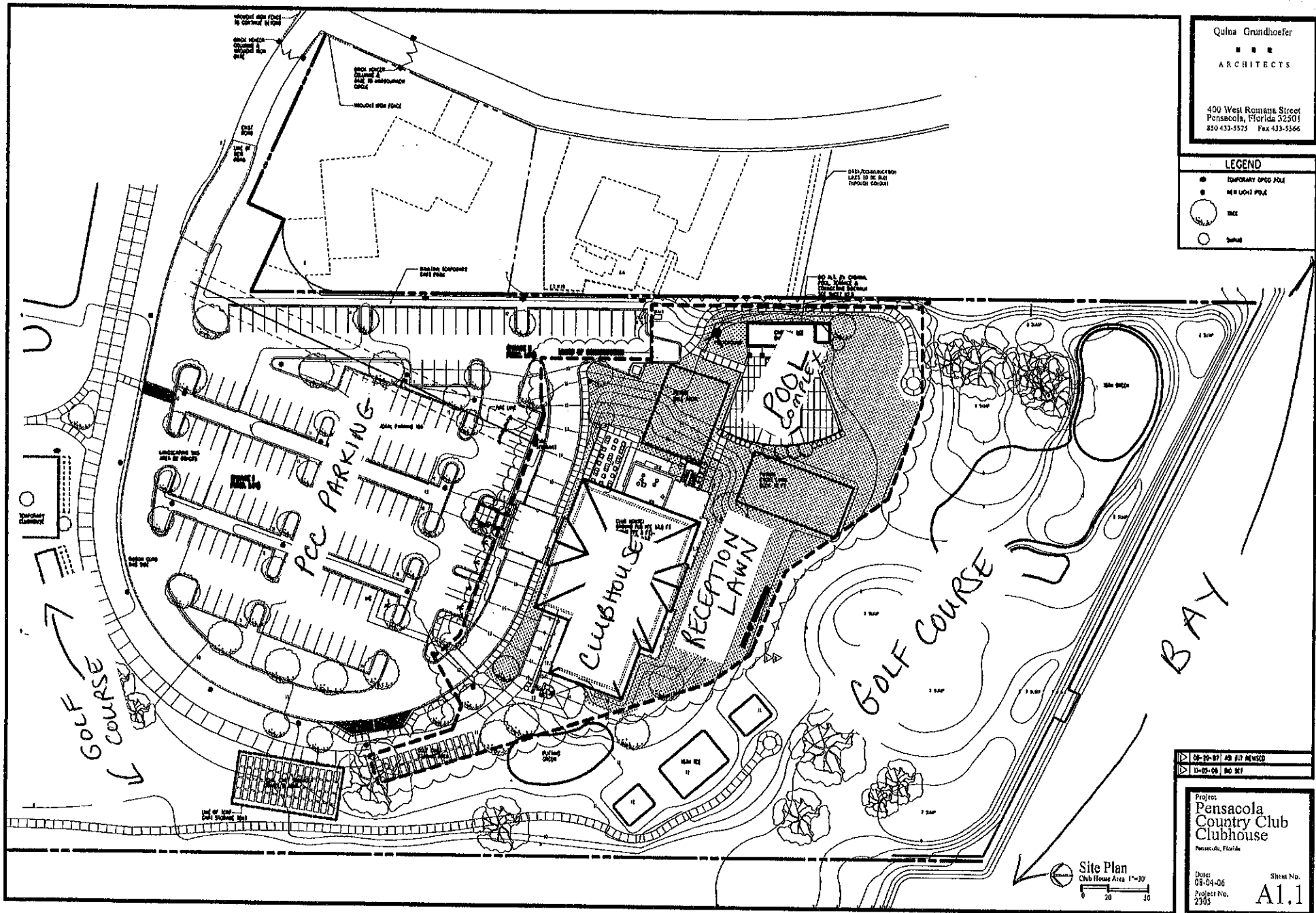
The country club is located at the end of Country Club Drive.

Escrow Account Number:

Date:

12/10/12

Applicant Signature:



Quina Grundhoefer
ARCHITECTS
400 West Romana Street
Pensacola, Florida 32501
850 433-5575 Fax 433-5366

LEGEND
● TEMPORARY OPEN POLE
● NEW LIGHT POLE
○ TREE
○ SHRUB

08-20-97 AD 817 REVISION
11-05-06 BO 817
Project
Pensacola
Country Club
Clubhouse
Pensacola, Florida
Date:
08-04-06
Project No.
2395
Sheet No.
A1.1



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3848

County Administrator's Report 12. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Community Center License and Management Agreement with Barrineau Park Historical Society, Inc.

From: Marilyn Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Center License and Management Agreement with Barrineau Park Historical Society, Inc. - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between Escambia County and Barrineau Park Historical Society, Inc., for the Barrineau Park Community Center and Historical Society, with an effective date of February 9, 2013.

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 Barrineau Park Historical Society is the current management partner of the Barrineau Park Community Center and Historical Society.

The majority of the County-owned community centers operate under Community Center License and Management Agreements. A partially executed copy of the agreement has been attached to the recommendation for reference purposes.

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 approved as to form and legal sufficiency.

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:

The Department of Community Affairs will coordinate all efforts on behalf of the County with the respective organization regarding the agreement.

Attachments

Community Center License and Management Agreement - Barrineau Park

**COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 9th day of February, 2013 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 Barrineau Park Historical Society, Inc., a Florida not-for-profit corporation whose address is P. O. Box 508, Molino, FL 32577 (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **Barrineau Park Community Center and Historical Society**, (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 interests; 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

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.

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 9th day of February, 2013 and ends on the 8th day of February, 2016.

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**

TO THE ORGANIZATION

**Barrineau Park Historical Society, Inc.
P. O. Box 508
Molino, FL 32577**

With a copy to:

**County Attorney's Office
221 Palafox Place, 430
Pensacola, Florida 32502**

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 complied 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 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.

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 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.

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.

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

Deputy Clerk

(SEAL)

Gene M. Valentino, Chairman

This document approved as to form
and legal sufficiency.

By: *Mustardhead*

Title: *Att*

Date: *1/25/13*

ORGANIZATION:

Barrineau Park Historical Society, Inc.
P. O. Box 508
Molino, FL 32577

Witness: *Lelia E Miranda*
Print Name: *Lelia E. Miranda*

Witness: *Ernest P Miranda*
Print Name: *Ernest P. Miranda*

By: *Craig C Exner*
Its: *President*

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of January, 2013, by Craig Exner, as President of Barrineau Park Historical Society, Inc. He is ☐ personally known to me, or ☒ produced identification. Type of identification produced *FL Driver License*.

(Notary Seal)



[Signature]
Signature of Notary Public

Deana Stallworth
Printed Name of Notary Public



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3786

County Administrator's Report 12. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Facilities Management's Request for Disposition of Property

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a 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 indicating two items to be properly disposed of, which are described and listed on the Request Form, with reason for disposition stated.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Property Disposition Form

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Facilities Management

COST CENTER NO: 310201

David W. Wheeler, CFM, Director

DATE: 1/23/2013

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	48609	Chevrolet 2500	1GBGC24R7YR210620	2500	2000	Fair
N	52123	Ford F250 Super Duty	1FDNFF20L43ED85009	F-250	2003	Fair

Disposal Comments: Items to be Auctioned

Fleet Manager

William M. Turner, Division Manager

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 1-23-2013

Fleet Manager Signature




TO: County Administration

Date: 1-23-2013

FROM: Facilities Management Dept

Department Director (Signature):



Department Director (Print Name): David W. Wheeler, CFM

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date:

2-8-13

George Touart

Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers/Clerk of the Circuit Court

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 08-03-11



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3764

County Administrator's Report 12. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion of Sinton Drive

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board authorize the scheduling of a Public Hearing for March 21, 2013, at 5:31 p.m., to consider the Petition to Vacate a portion of Sinton Drive, approximately 0.17 acres, as petitioned by Marvin Woodruff.

The Petitioner owns property bordering on both sides of Sinton Drive (60-foot-wide right-of-way), a paved County-maintained road as dedicated and shown on the Plat of Quinavista Subdivision, recorded in Plat Book 2, at Page 68, of the Public Records of Escambia County, Florida. Quinavista Subdivision (portions of which have been re-subdivided into Southwind Subdivision, as recorded in Plat Book 11, at Page 23, of the Public Records of said County), lies south of Gulf Beach Highway and east of Casa Maria Lane. The petitioner owns and operates the Southwind Marina facility located on Big Lagoon. The petitioner's property lying north of Sinton Drive is being used as a dry storage facility for boats, and the petitioner's property lying south of Sinton Drive is where the marina and boat launch facility are located. To move the boats from the dry storage facility to the boat launch area requires crossing Sinton Drive using a large forklift machine. The Petitioner is requesting the Board vacate any interest the County has in this portion of Sinton Drive, approximately 0.17 acres, which abuts his property and is the portion of Sinton Drive being used as a crossing area. Staff has made no representations to the Petitioner or to the Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

BACKGROUND:

The Petitioner owns property bordering on both sides of Sinton Drive (60-foot-wide right-of-way), a paved County-maintained road as dedicated and shown on the plat of Quinavista Subdivision, recorded in Plat Book 2 at Page 68 of the public records of Escambia County, Florida. Quinavista Subdivision (portions of which have been re-subdivided into Southwind Subdivision as recorded in Plat Book 11 at Page 23 of the public records of said County), lies south of Gulf Beach Highway and east of Casa Maria Lane. The petitioner owns and operates the Southwind Marina facility located on Big Lagoon. The petitioner's property lying north of Sinton Drive is being used as a dry storage facility for boats, and the petitioner's property lying south of Sinton

Drive is where the marina and boat launch facility are located. To move the boats from the dry storage facility to the boat launch area requires crossing Sinton Drive using a large forklift machine. Petitioner is requesting the Board vacate any interest the County has in this portion of Sinton Drive, approximately 0.17 acres, which abuts his property and is the portion of Sinton Drive being used as a crossing area. Staff has made no representations to the Petitioner or to the Petitioners' agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed this request and has no objections to the proposed vacation provided that a public access easement be retained over the vacated portion of Sinton Drive, with the understanding that the County will not be responsible for maintenance of the easement. All utility companies concerned have been contacted and have no objections to the requested vacation provided that a utility easement is retained over the area being vacated, with the understanding that the County will not be responsible for the maintenance of the easement. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Staff has been in contact with Tom Hammond, agent for the Petitioner. It is the responsibility of the Petitioner or the Petitioner's agent to advertise the Notice of Public Hearing.

Attachments

Petition

Quinavista S/D Plat Book 2 Page 68

Southwind S/D Plat Book 11 Page 23

Aerial Map

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

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

PORTION OF SIMTON DR.

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

1. That the Petitioner(s), DR. MARVIN WOODRUFF
presently ✓ own(s) do/does not own an interest in the real property, which
adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-
way, alleyway, or other land being more particularly described as follows:

SEE ATTACHMENTS 'A'

2. That the Petitioner(s), MARVIN WOODRUFF
desire(s) that the Board of County Commissioners surrender, renounce and disclaim
any right of the County and the public in and to that portion of the public road rights-of-
way, alleyway, or other land described above and lying and being in Section(s) 24
Township 25 Range 31 West and recorded in
of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

MARVIN WOODRUFF
Petitioner(s) Name
2921 W. Michigan Ave
Street Address
Pensacola FL 32526
City State
850 572 5464
Phone Number
Tom Hammond
Agent's Name
850 434 2603
Agent's Phone Number
11/19/12
Date:

Attachment "A"


DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEY, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

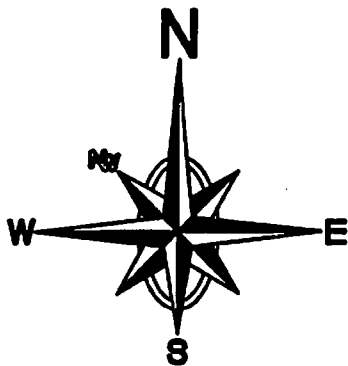
COMMENCE AT THE NORTHEAST CORNER OF LOT 8, BLOCK 3, SOUTHWIND SUBDIVISION, AS RECORDED IN PLAT BOOK 11 AT PAGE 23 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 47 DEGREES 34 MINUTES 25 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SINTON DRIVE (60' R/W) FOR A DISTANCE OF 214.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 805.79 FEET; THENCE GO SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 805.79 FEET FOR AN ARC DISTANCE OF 49.04 FEET (DELTA= 03 DEGREES 29 MINUTES 12 SECONDS , CHORD BEARING= SOUTH 49 DEGREES 17 MINUTES 31 SECONDS WEST, CHORD DISTANCE= 49.03) TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 805.79 FEET FOR AN ARC DISTANCE OF 129.20 FEET (DELTA= 09 DEGREES 11 MINUTES 12 SECONDS, CHORD BEARING= SOUTH 55 DEGREES 37 MINUTES 43 SECONDS WEST, CHORD DISTANCE= 129.06 FEET); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF SINTON DRIVE GO NORTH 25 DEGREES 51 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 60.15 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SINTON DRIVE SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 745.79 FEET; THENCE GO NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 745.79 FEET FOR AN ARC DISTANCE OF 111.81 FEET (DELTA= 08 DEGREES 35 MINUTES 25 SECONDS, CHORD BEARING= NORTH 55 DEGREES 36 MINUTES 41 SECONDS EAST, CHORD DISTANCE= 111.71 FEET); THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO SOUTH 42 DEGREES 27 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 60.13 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.17 ACRES MORE OR LESS.

NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE PENSACOLA, FLORIDA 32526

 11-19-2012
FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE: 1" = 40'

Page 1 of 2



POINT OF COMMENCEMENT
THE NORTHEAST CORNER
OF LOT 8, BLOCK 3,
SOUTHWIND SUBDIVISION,
PLAT BOOK 11, PAGE 23

LOT 5

1 inch = 40 ft.

PROPERTY LINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C3	49.04'	805.79'	5°29'12"	24.55	49.03'	S49°17'31"W
C6	129.20'	805.79'	4°11'12"	64.74	129.06'	S55°57'43"W
C7	111.81'	745.79'	8°35'25"	56.01	111.71'	N55°36'41"E

Page 2 of 2

THIS IS TO CERTIFY that I have surveyed and subdivided the land shown hereon; that permanent reference monuments, (P.R.M.) have been placed in accordance with the laws of the State of Florida and that the survey is true and correct to the best of my knowledge and belief.

R.D. Comstock
Registered Surveyor #57
State of Florida.

DESCRIPTION.

All of the west 1456.0' of the east 2212.0' of Lot 1, Sec. 24, Twp. 3 South, Rge. 31 West except that portion thereof lying between the north line of the said Lot 1 and Gulf Beach Highway, formerly State Road #93.

DEDICATION.

We, I. C. Quina, and Bertha N. Quina, husband and wife, and owners of the land subdivided as shown hereon, hereby dedicate to the use of the public the roads, streets, avenues or thoroughfares as designated, reserving to ourselves, our heirs and assigns, the reversion or reversions thereof whenever discontinued by law.

I. C. Quina (Seal)
Bertha N. Quina (Seal)

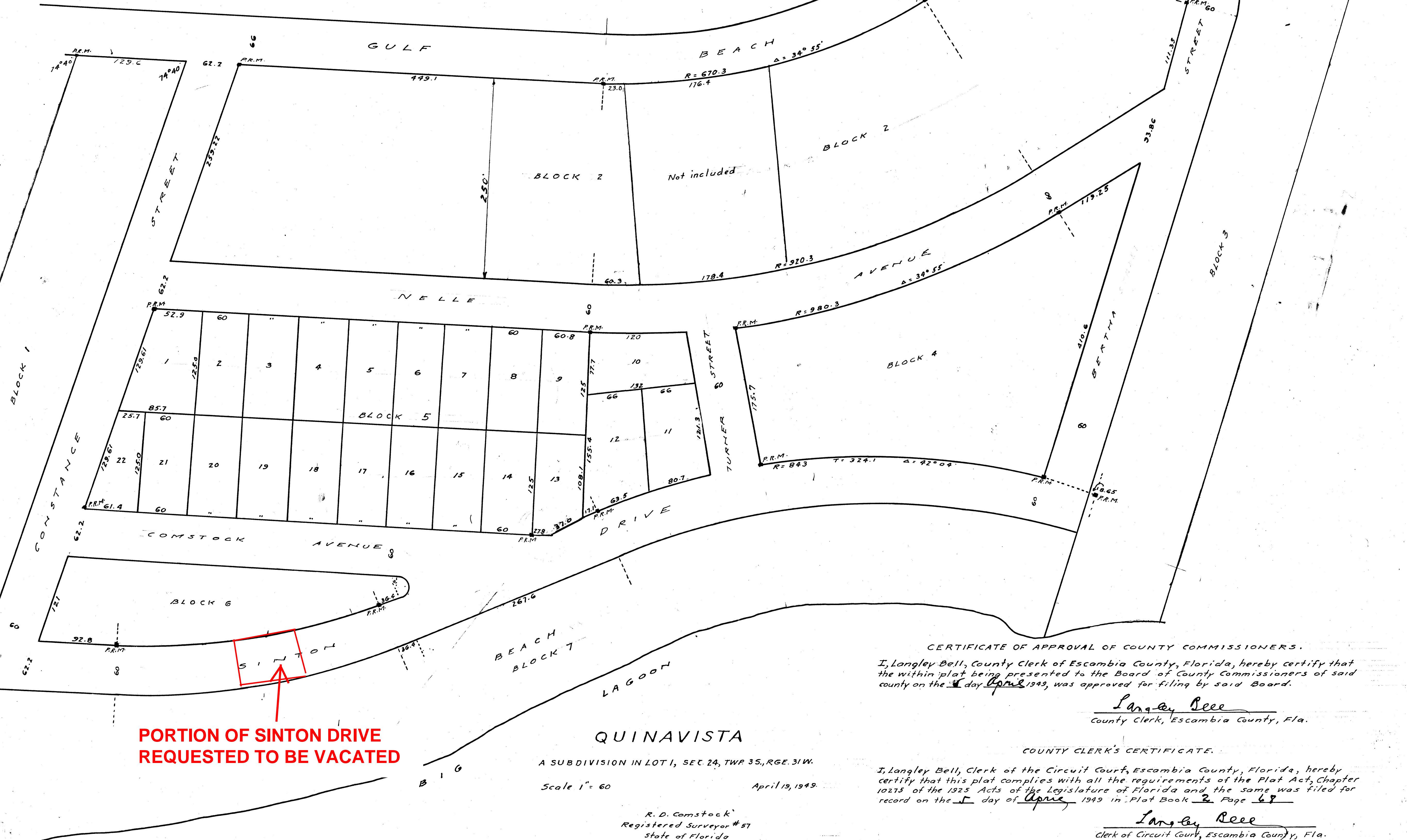
Signed, sealed and delivered in the presence of

R.D. Comstock
H. J. Davis

Before the subscriber, a notary public in and for the State of Florida, personally appeared I. C. Quina and Bertha N. Quina, known to me to be the individuals described in and who executed the "DEDICATION" shown hereon, and they acknowledged that they executed the same for the uses and purposes therein set forth; and the said Bertha N. Quina, wife of the said I. C. Quina, on a private examination held by me, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, without fear, apprehension, compulsion or constraint of or from her said husband for the uses and purposes therein set forth.

Given under my hand and seal this 26 day of April, 1949.

H. J. Davis
Notary Public, State of Florida at Large
My commission expires 8-10-50



CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS.

I, Langley Bell, County Clerk of Escambia County, Florida, hereby certify that the within plat being presented to the Board of County Commissioners of said county on the 1 day of April, 1949, was approved for filing by said Board.

Langley Bell
County Clerk, Escambia County, Fla.

COUNTY CLERK'S CERTIFICATE.

I, Langley Bell, Clerk of the Circuit Court, Escambia County, Florida, hereby certify that this plat complies with all the requirements of the Plat Act, Chapter 10275 of the 1925 Acts of the Legislature of Florida and the same was filed for record on the 1 day of April, 1949 in Plat Book 2 Page 68

Langley Bell
Clerk of Circuit Court, Escambia County, Fla.

PORTION OF SINTON DRIVE
REQUESTED TO BE VACATED

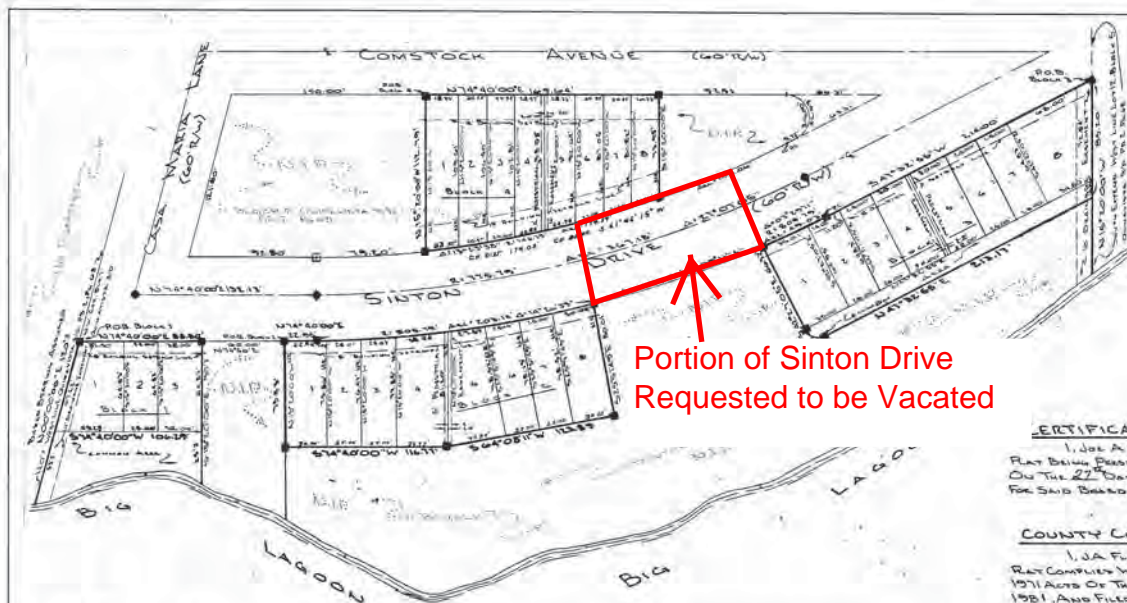
QUINAVISTA

A SUBDIVISION IN LOT 1, SEC 24, TWP 3S, RGE. 31W.

Scale 1" = 60

April 19, 1949.

R. D. Comstock
Registered Surveyor #57
State of Florida



SURVEYOR'S NOTES

■----- DENOTES PERMANENT CONTROL POINT (P.C.P.)
 □----- DENOTES PERMANENT REFERENCE MONUMENT EXISTING UNNUMBERED.
 ■----- DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) NUMBER 2892.
 THE SIGN (P) MEANS DEGREES AND THE SIGN (') MEANS FEET OR MINUTES.
 ALL DIMENSIONS SHOWN ON CURVES ARE ARC DIMENSIONS.
 ALL SIDE LOT LINES ARE 90° ANGLES OR RADIAL UNLESS SHOWN OTHERWISE.
 ALL DIMENSIONS SHOWN ON CORNER LOTS ARE TO INTERSECTION OF RIGHT-OF-WAY LINES.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN AND SHOWN; THAT SAID LAND HAS BEEN SUBDIVIDED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND STAKED AND INDICATED; THAT PERMANENT REFERENCE MONUMENTS (INDICATED P.R.M.) HAVE BEEN PLACED, AND THAT THE SURVEY DATA COMPLY WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CH. 11-335, SEC. 171.011 THRU 171.013) OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE.

SIGNED THIS 24 DAY OF JUNE 1980

[Signature]
 FLORIDA REGISTERED LAND SURVEYOR NO. 2892

CERTIFICATE OF APPROVAL BOARD OF COUNTY COMMISSIONERS

I, JOE A. FLOWERS, COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE VOTING PLAT BEING SUBMITTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 27 DAY OF JUNE 1981, WAS APPROVED FOR FILING BY SAID BOARD AND I, AS COMPTROLLER FOR SAID BOARD WAS INSTRUCTED TO SO CERTIFY HEREOF.

COUNTY COMPTROLLER

I, JOE A. FLOWERS, COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE VOTING PLAT COMPLIED WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 11-335, SECTIONS 171.011 THRU 171.013) OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE AND THE SAME WAS FILED FOR RECORD ON THE 27 DAY OF JUNE 1981, AND FILED IN PLAT BOOK 11 AT PAGE 23 OF THE SAID COUNTY.

[Signature]
 COUNTY COMPTROLLER, ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBDIVIDER PERSONALLY APPEARED K. GERALD THARP, PRESIDENT, REPRESENTATIVE OF SOUTHWIND CORPORATION OF PENSACOLA, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBE IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE UNOS AND PURPOSES HEREIN SET FORTH ON BEHALF OF THE SAID CORPORATION. GIVEN UNDER MY HAND AND OFFICE SEAL THIS 24 DAY OF JUNE, 1980.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA
 MY COMMISSION EXPIRES: 4-10-81

LEGAL DESCRIPTIONS

Block 1 Description: BEGIN AT THE NORTHWEST CORNER OF BLOCK 7, QUINAVISTA SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF SAID COUNTY, FOR THE POINT OF BEGINNING, THENCE NORTH 74°40'00" EAST ALONG THE NORTHERN LINE OF SAID BLOCK 7 A DISTANCE OF 88.50 FEET, THENCE SOUTH 87°20'00" EAST A DISTANCE OF 30.17 FEET TO THE WATER EDGE OF BIG LAGOON; THENCE WESTERLY ALONG THE WATER EDGE OF BIG LAGOON TO THE WEST LINE OF QUINAVISTA SUBDIVISION; THENCE SOUTHWEST A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING. SECTION 2A, T-3S, R-31W, CONTAINING 0.215 ACRES.
Block 2 Description: BEGIN AT THE NORTHWEST CORNER OF BLOCK 7, QUINAVISTA SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 74°40'00" EAST ALONG THE NORTHERN LINE OF SAID BLOCK 7 A DISTANCE OF 148.50 FEET TO THE POINT OF BEGINNING, THENCE SOUTHWEST A DISTANCE OF 22.95 FEET TO THE POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 806.75 FEET; THENCE SOUTHWEST ALONG SAID CURVE A DISTANCE OF 203.14 FEET; THENCE SOUTH 25°51'45" EAST A DISTANCE OF 80.01 FEET; THENCE SOUTHWEST 05°11' WEST A DISTANCE OF 123.85 FEET; THENCE SOUTHWEST A DISTANCE OF 116.71 FEET; THENCE NORTH 87°20'00" EAST A DISTANCE OF 76.83 FEET TO THE POINT OF BEGINNING. SECTION 2A, T-3S, R-31W, CONTAINING 0.458 ACRES.
Block 3 Description: BEGIN AT THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WEST LINE OF LOT 12, BLOCK 4, AT ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SINTON DRIVE (60' RW) QUINAVISTA SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF SAID COUNTY, FOR THE POINT OF BEGINNING, THENCE SOUTH 41°32'55" WEST A DISTANCE OF 214.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 806.75 FEET; THENCE SOUTHWEST ALONG SAID CURVE A DISTANCE OF 49.05 FEET; THENCE SOUTH 42°15'05" EAST A DISTANCE OF 64.32 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 1100 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 173.35 FEET TO THE P.T. OF SAID CURVE, THENCE NORTH 41°32'55" EAST A DISTANCE OF 213.17 FEET TO THE PROJECTION OF THE WEST LINE OF LOT 12, BLOCK 4; THENCE NORTH 15°20'00" WEST ALONG SAID LINE A DISTANCE OF 88.20 FEET TO THE POINT OF BEGINNING. SECTION 2A, T-3S, R-31W, CONTAINING 0.24 ACRES.

Block 4 Description: BEGIN AT THE NORTHWEST CORNER OF BLOCK 4, QUINAVISTA SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 74°40'00" EAST ALONG THE NORTH LINE OF SAID BLOCK 4 A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 74°40'00" EAST A DISTANCE OF 169.64 FEET; THENCE SOUTHWEST 05°11' WEST A DISTANCE OF 73.95 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE ON SINTON DRIVE (60' RW) SAID RIGHT-OF-WAY BEING A NON-TANGENT CURVE CURVE TO THE NORTHWEST HAVING A RADIUS OF 745.75 FEET; THENCE SOUTHWEST ALONG SAID CURVE A DISTANCE OF 174.34 FEET; THENCE NORTH 15°20'00" WEST A DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING. SECTION 2A, T-3S, R-31W, CONTAINING 0.34 ACRES.

THIS SUBDIVISION IN ITS ENTIRETY IS LOCATED WITHIN THE 100 YEAR FLOOD PRAIRIE AREA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT SOUTHWIND CORPORATION OF PENSACOLA, A F.C.O.R.P., THE OWNER OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON KNOWING AND SOUTHWIND HEREBY DEDICATES THE DRAINAGE EASEMENTS AS SHOWN HEREON TO THE PUBLIC.

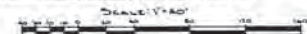
SOUTHWIND CORPORATION OF PENSACOLA

[Signature] WITNESS
 [Signature] WITNESS
 [Signature] PRESIDENT



A RESUBDIVISION OF A PORTION OF BLOCKS 6 & 7 QUINAVISTA SUBDIVISION,

A SUBDIVISION OF A PORTION OF LOT 1
 SECTION 24, TOWNSHIP 3-SOUTH, RANGE 31-WEST
 ESCAMBIA COUNTY, FLORIDA
 JUNE 1980



DAVID R. BUTLER
 REGISTERED FLA LAND SURVEYOR NO. 2892
 PENSACOLA, FLORIDA

PLAT BOOK 11 PAGE 23

EXHIBIT A

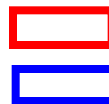
PORTION OF SINTON DRIVE REQUESTED TO BE VACATED

Petitioner: Marvin Woodruff



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 11/28/12 DISTRICT 2



Portion of Sinton Drive Requested to be Vacated

Marvin Woodruff Property



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3864

County Administrator's Report 12. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Conveyance of a Parcel of Real Property to the Florida Department of Transportation (FDOT) for the SR 296 (Beverly Parkway) Improvement Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Parcel of Real Property to the Florida Department of Transportation (FDOT) for the State Road 296 (Beverly Parkway) Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a parcel of real property, approximately 12,695 square feet, to Florida Department of Transportation (FDOT) for their planned improvement project for the portion of State Road 296 (Beverly Parkway) at the County Road 453 ("W" Street) Intersection:

A. Adopt a Resolution authorizing the conveyance of a parcel of real property, approximately 12,695 square feet, to FDOT for their planned improvement project for the portion of Beverly Parkway at the "W" Street Intersection; and

B. Authorize the Chairman to execute the Deed, the Resolution, and all other documents related to the transfer without further action of the Board.

FDOT has a project designed to make improvements to Beverly Parkway, which includes adding turn lanes and upgrading the related stormwater drainage system at the intersection of "W" Street. The County owns a large parcel of property at the southwest corner of Beverly Parkway and 'W' Street. FDOT is requesting that the County convey a portion of this property, approximately 12,695 square feet, to facilitate the addition of a turn lane and upgrade of the stormwater drainage.

Staff has reviewed this request and determined that the conveyance of this property to FDOT will have no adverse impact to the County's use of this property and has no objection to the conveyance of this parcel.

BACKGROUND:

FDOT has a project designed to make improvements to Beverly Parkway, which includes adding turn lanes and upgrading the related stormwater drainage system at the intersection of 'W' Street. The County owns a large parcel of property at the southwest corner of Beverly Parkway and 'W' Street. FDOT is requesting that the County convey a portion of this Property, approximately 12,695 square feet, to facilitate the addition of a turn lane and upgrade of the stormwater drainage.

Staff has reviewed this request and determined that the conveyance of this property to FDOT will have no adverse impact to the County's use of this property and have no objection to the conveyance of this parcel.

BUDGETARY IMPACT:

All costs associated with accepting and recording of documents will be borne by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Deed and Resolution were approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on February 7, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, 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

Deed

Resolution

FDOT Sketch

Parcel Info

Aerial View Map

03-BSD.03-11/00

October 9, 2012

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,
Brian Moore

Parcel	100.1
Item/Segment No.	4276481
Managing District	3
S.R. No.	296
County	Escambia

COUNTY DEED

THIS DEED, 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, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

A parcel of land being in Section 46, Township 1 South, Range 30 West, being in the Fermine De Viller Grant and also being a portion of Golf Course and Recreational Grounds, Brentwood Park, as per plat recorded in Plat Book 1, Page 11 of the Public Records of Escambia County, Florida described as follows: Commence at a 5/8 inch iron rod and cap (F.D.O.T) marking the northeast corner of Lot 10, Block 51, said Brentwood Park; thence North 16°01'39" West 50.00 feet to the centerline of survey of State Road 296 (Beverly Parkway), as shown on Florida Department of Transportation (F.D.O.T) Right of Way map F.P.No. 4276481(said map being on file at F.D.O.T District 3 Office, Chipley, Florida); thence South 73°59'11" West 419.14 feet to a point on a tangent curve to the right (concave northerly); thence southwesterly along said centerline and said curve, having a radius of 1,909.86 feet, for a distance of 432.98 feet, through a central angle of 12°59'22" to end of curve; thence departing said centerline, run South 03°01'27" East 50.00 feet to the existing southerly right of way line of said State Road 296 and POINT OF BEGINNING; said point being on a non-tangent curve to the left (concave northerly); thence (from a tangent bearing of North 86°58'33" East) northeasterly along said right of way line and said curve, having a radius of 1,959.86 feet, for a distance of 444.32 feet, through a central angel of 12°59'22" to end of curve; thence North 73°59'11" East 11.14 feet; thence South 46°29'22" East 19.73 feet along said southerly right of way line to the existing westerly right of way line of County Road 453 (W Street), as shown on said Right Of Way Map; thence South 16°01'39" East 108.00 feet along said

westerly right of way line; thence departing said right of way line, run South 73°58'21" West 5.00 feet; thence North 16°01'39" West 20.98 feet to a point on a tangent curve to the left (concave southwesterly); thence northwesterly, westerly and southwesterly along said curve, having a radius of 79.00 feet, for a distance of 121.67 feet, through a central angle of 88°14'33" to a point of reverse curve to the right (concave northerly); thence southwesterly along said curve, having a radius of 1,985.86 feet, for a distance of 301.39 feet, through a central angle of 08°41'45" to end of curve; thence North 77°48'25" West 91.56 feet to POINT OF BEGINNING.

Containing 12,695 square feet, more or less

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple 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 first above written.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to
and legal sufficiency.

By [Signature]
Title Att. County Attorney
Date Feb. 7, 2013

October 9, 2012

This instrument prepared by,
or under the direction of,
Everett F. Jones
Department of Transportation
P.O Box 607
Chipley, FL 32428

Parcel	100.1
Item/Segment No.	4276481
Managing District	3
S.R. No.	296
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. 296, Financial Project No. 4276481, in Escambia County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Escambia County be acquired by the State of Florida Department of Transportation: and

WHEREAS, said property is not needed for County purposes: 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 deed, or deeds, in favor of the State of Florida Department of Transportation, conveying all rights, titles and interests that said County has in and to said lands required for transportation purposes, 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 deed, or deeds, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for county purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of Escambia County in and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be One Dollar (\$1.00), with all costs associated with accepting the deed and recording of documents in the public records being borne by FDOT.

BE IT FURTHER RESOLVED that a certified copy of the Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Hwy 90, Chipley, Florida 32428.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.
By [Signature]
Title Asst. County Attorney
Date Feb. 7, 2013

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2012 Certified Roll Assessment	
Reference:	461S301105000000	Improvements:	\$73,725
Account:	042392000	Land:	\$1,648,012
Owners:	ESCAMBIA COUNTY PARK		
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Total:	\$1,721,737
Situs:	4711 N W ST 32505	Save Our Homes:	\$0
Use Code:	COUNTY OWNED	Disclaimer	
Taxing Authority:	COUNTY MSTU	Amendment 1 Calculations	
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector			
Sales Data		2012 Certified Roll Exemptions	
Sale Date Book Page Value Type	Official Records (New Window)	COUNTY OWNED	
None		Legal Description	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of Courts		ALL THAT PORTION OF BRENTWOOD S/D ACCORDING TO PB 1 P 11 LYING E OF FRISCO RR W OF PARK AVE N...	
		Extra Features	
		BLOCK/BRICK BUILDING LIGHTS MISC OPEN PORCH PAVILION	
Parcel Information		Restore Map Launch Interactive Map	
Section Map Id: 46-1S-30-1			
Approx. Acreage: 37.5300			
Zoned: C-2 R-2			
Evacuation & Flood Information Open Report			

FDOT IMPROVEMENT PROJECT SR296 (BEVERLY PARKWAY) AT CR 453 ('W' STREET)



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
SSW 11/26/12 DISTRICT 3



PORTION OF COUNTY PROPERTY FDOT IS REQUESTING



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3877

County Administrator's Report 12. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Conveyance of an Underground Distribution Easement to Gulf Power Company in Deerfield Estates Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of an Underground Distribution Easement to Gulf Power Company in Deerfield Estates Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of an Underground Distribution Easement (approximately 10 foot x 10 foot = 100 square feet) to Gulf Power Company on County-owned property in Deerfield Estates Subdivision:

A. Approve granting an Underground Distribution Easement (approximately 10 foot x 10 foot = 100 square feet) to Gulf Power Company on County-owned property in Deerfield Estates Subdivision; and

B. Authorize the Chairman to execute the Easement document and any other documents associated with the granting of the Underground Distribution Easement to Gulf Power Company.

Escambia County owns a parcel of property, currently being utilized as a stormwater retention pond, located at the northern terminus of Erika Court in Deerfield Estates Subdivision. Deerfield Estates Subdivision is located north off of Mobile Highway and lies adjacent to the Escambia County Equestrian Center. Deerfield Estates Subdivision is recorded in Plat Book 16, at Page 36, of the Public Records of Escambia County, Florida.

Gulf Power is doing some upgrades to their electrical system in Deerfield Estates Subdivision, and has determined the need for a small portion of the County pond parcel abutting Erika Court. Therefore, Gulf Power is requesting that the County convey to them an Underground Distribution Easement (approximately 10 foot x 10 foot = 100 square feet) on the County retention parcel in Deerfield Estates Subdivision. Public Works Department Staff has reviewed this request and has determined that the granting of this easement will not adversely affect the County's use of this property, and has no objections to granting the easement.

BACKGROUND:

Escambia County owns a parcel of property, currently being utilized as a stormwater retention pond, located at the northern terminus of Erika Court in Deerfield Estates Subdivision. Deerfield Estates Subdivision is located north off Mobile Highway and lies adjacent to the Escambia County Equestrian Center. Deerfield Estates Subdivision is recorded in Plat Book 16 at Page 36 of the public records of Escambia County, Florida.

Gulf Power is doing some upgrades to their electrical system in Deerfield Estates Subdivision, and have determined the need for a small portion of the County pond parcel abutting Erika Court. Therefore, Gulf Power is requesting that the County convey to them an Underground Distribution Easement (approximately 10' x 10' = 100 square feet) on the County retention parcel in Deerfield Estates Subdivision. Public Works Department Staff have reviewed this request and have determined that the granting of this easement will not adversely affect the County's use of this property, and have no objections to granting the easement.

BUDGETARY IMPACT:

All costs associated with accepting and recording the easement will be borne by Gulf Power Company.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Underground Distribution Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on February 7, 2013. The conveyance of the easement is authorized pursuant to Section 125.38, Florida Statutes.

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 and upon execution of the documents by the Chairman, staff will present the documents to Gulf Power for acceptance and recording in the Public Records of Escambia County.

Staff has been in contact with Mark Davidson, Gulf Power Company.

Attachments

Underground Distribution Easement

Plat Book 16 Page 36

Aerial Map



This Legal Document
Prepared by William Maudlin
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0093

UNDERGROUND DISTRIBUTION EASEMENT

WO# 55A4U6 (Deerfield Estates Retention)
TAX ID# 17-1S-31-1000-000-003
EN# 99125

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 duly authorized Board of County Commissioners (Grantor), whose address is 221 Palafox Pl, Pensacola, FL 32502 for and in consideration of One And 00/100 Dollars (\$1.00) and other good and valuable considerations 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 Grantee, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground electrical distribution system and necessary related overhead facilities, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment, necessary or convenient in connection therewith from time to time, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom, along, under and across the following described property in Escambia County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

for the transmission, distribution, supply and sale to the public for power, heat and light; and also the perpetual right to lay, bury, construct, operate, maintain, dig up and repair such an underground electrical system on Grantor's adjoining property to serve present and future customers of Grantee, its successors and assigns with electric energy.

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 _____, 20____.

ESCAMBIA COUNTY, FLORIDA, a political
subdivision of the State of Florida acting by
and through its authorized Board of County
Commissioners.

By: _____
Gene M. Valentino, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Feb. 7, 2013

Exhibit "A"

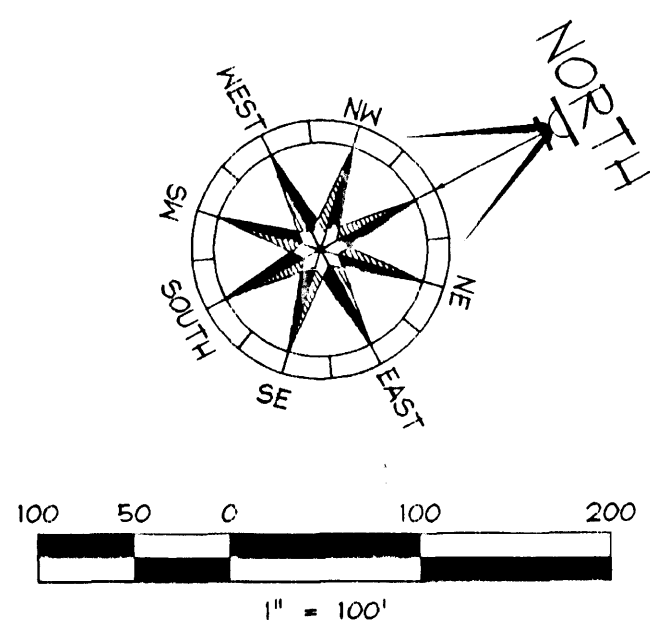
An approximately 10' x 10' Underground Distribution Easement being described as follows:

Beginning at the Northwest corner of Lot 30, Block 'B', Deerfield Estates, a subdivision of a portion of Section 17, Township 1 South, Range 31 West, Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 16 at Page 36 of the public records of said County; thence go North $51^{\circ}30'47''$ East along the common lot line between Lot 30, Block B and the retention pond parcel as shown on said Deerfield plat a distance of 10.00 feet; thence departing said northeast line deflect $90^{\circ}00'00''$ left a distance of 10.00 feet to a point; thence deflect $90^{\circ}00'00''$ left a distance of 10.00 feet more or less to a point on the north right-of-way line of Erika Court (50' R/W), said point being on a curve concave to the south having a radius of 50.00 feet; thence go southeasterly along the arc of said curve and right-of-way line to the point of beginning.

Deerfield Estates

A SUBDIVISION OF A PORTION OF
SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

JULY 1998
ZONED RR, FUTURE LAND USE MU-1



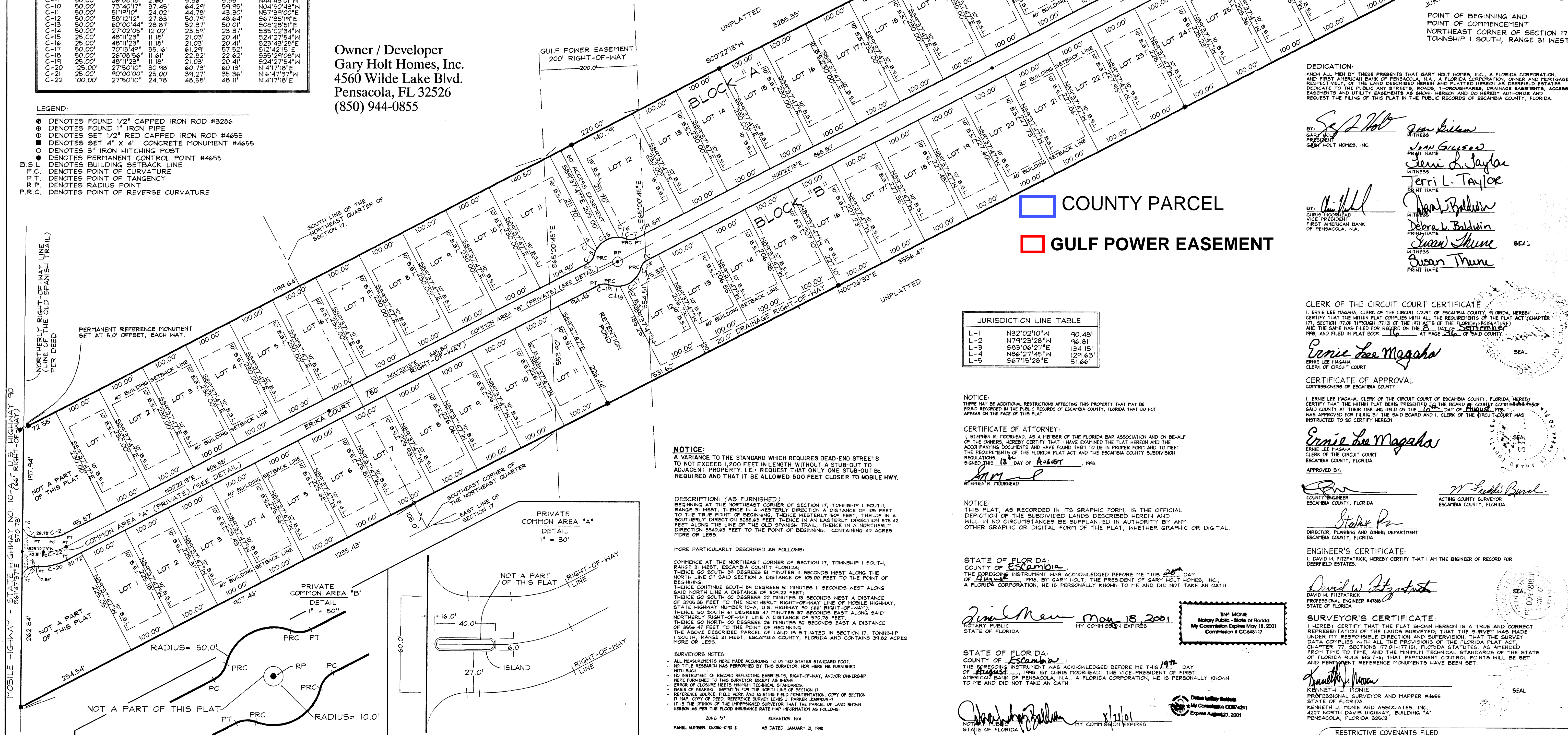
CURVE	RADIUS	DELTA	TANGENT LENGTH	CHORD	BEARING
1	25.00'	90°00'00"	25.00'	36.27'	N73°12'23"E
2	25.00'	27°50'10"	18.59'	36.00'	N41°17'15"E
3	25.00'	48°11'23"	11.18'	20.41'	N23°43'29"W
4	25.00'	18°11'23"	8.00'	15.81'	N38°43'20"W
5	50.00'	60°00'00"	28.87'	50.00'	N00°22'19"E
6	50.00'	18°11'23"	8.00'	15.81'	N39°27'54"E
7	25.00'	48°11'23"	11.18'	20.41'	N24°27'55"E
8	25.00'	48°11'23"	11.18'	20.41'	N23°43'29"W
9	50.00'	06°06'18"	2.68'	5.36'	N44°45'01"W
10	50.00'	73°40'17"	37.45'	64.29'	N04°50'43"W
11	50.00'	51°19'10"	24.02'	44.78'	N57°39'00"E
12	50.00'	58°12'12"	28.87'	50.00'	N67°35'19"E
13	50.00'	60°00'44"	29.83'	50.79'	N00°22'19"E
14	50.00'	27°02'05"	12.02'	23.59'	S35°02'34"W
15	50.00'	48°11'23"	11.18'	20.41'	S24°27'54"W
16	25.00'	48°11'23"	11.18'	20.41'	S24°27'54"W
17	25.00'	48°11'23"	11.18'	20.41'	S24°27'54"W
18	25.00'	48°11'23"	11.18'	20.41'	S24°27'54"W
19	25.00'	48°11'23"	11.18'	20.41'	S24°27'54"W
20	25.00'	48°11'23"	11.18'	20.41'	S24°27'54"W
21	25.00'	48°11'23"	11.18'	20.41'	S24°27'54"W
22	25.00'	48°11'23"	11.18'	20.41'	S24°27'54"W

LEGEND:
● DENOTES FOUND 1/2" CAPPED IRON ROD #3286
○ DENOTES FOUND 1" IRON PIPE
■ DENOTES SET 1/2" RED CAPPED IRON ROD #4655
■ DENOTES SET 4" X 4" CONCRETE MONUMENT #4655
○ DENOTES 3" IRON HITTING POST
● DENOTES PERMANENT CONTROL POINT #4655
B.B. DENOTES BUILDING SETBACK LINE
P.C. DENOTES POINT OF CURVATURE
P.T. DENOTES POINT OF TANGENCY
P.R.C. DENOTES POINT OF REVERSE CURVATURE



Owner / Developer
Gary Holt Homes, Inc.
4560 Wilde Lake Blvd.
Pensacola, FL 32526
(850) 944-0855

David W. Fitzpatrick P.E./P.A.
Professional Engineer
10250 North Palafox Street
Pensacola, FL 32534
(850) 476-8677



JURISDICTION LINE TABLE		
L-1	N32°02'10"W	90.48'
L-2	N79°23'28"W	96.81'
L-3	S83°06'12"E	134.15'
L-4	N86°27'45"W	129.63'
L-5	S67°15'28"E	51.66'

NOTICE:
I, STEPHEN R. MOOREHEAD, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREIN AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY SUBDIVISION REGULATIONS.

CERTIFICATE OF ATTORNEY:
I, STEPHEN R. MOOREHEAD, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREIN AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY SUBDIVISION REGULATIONS.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND SHALL IN NO CIRCUMSTANCES BE SUPPLANTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL.

STATE OF FLORIDA:
COUNTY OF Escambia
I, David W. Fitzpatrick, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR DEERFIELD ESTATES.

NOTARY PUBLIC
STATE OF FLORIDA
My Commission Expires May 18, 2001

STATE OF FLORIDA:
COUNTY OF Escambia
I, David W. Fitzpatrick, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR DEERFIELD ESTATES.

NOTARY PUBLIC
STATE OF FLORIDA
My Commission Expires May 18, 2001

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS THAT GARY HOLT HOMES, INC., A FLORIDA CORPORATION, AND FIRST AMERICAN BANK OF PENNSACOLA, N.A., A FLORIDA CORPORATION, OWNER AND MORTGAGEE, RESPECTIVELY, OF THE LAND DESCRIBED HEREIN AND PLATTED HEREON AS DEERFIELD ESTATES, DEDICATE TO THE PUBLIC ANY STREETS, ROADS, THOROUGHFARES, DRAINAGE EASEMENTS, ACCESS EASEMENTS AND UTILITY EASEMENTS AS SHOWN HEREON AND DO HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

BY: Gary Holt
PRESIDENT
GARY HOLT HOMES, INC.
WITNESS:
Terri L. Taylor
PRINT NAME
Terri L. Taylor
PRINT NAME
Debra L. Baldwin
WITNESS
Susan Thune
WITNESS
Susan Thune
PRINT NAME

CLERK OF THE CIRCUIT COURT CERTIFICATE
I, ERNIE LEE MAGAÑA, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS SAID COUNTY AT THEIR MEETING HELD ON THE 16th DAY OF August, 1998, AND THE SAME WAS FILED FOR RECORD IN THE 16th DAY OF August, 1998, AND FILED IN PLAT BOOK 16 AT PAGE 36 OF SAID COUNTY.

Ernie Lee Magaña
CLERK OF CIRCUIT COURT

CERTIFICATE OF APPROVAL
COMMISSIONERS OF ESCAMBIA COUNTY
ERNE LEE MAGAÑA, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS SAID COUNTY AT THEIR MEETING HELD ON THE 16th DAY OF August, 1998, AND THE SAME WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREON.

Ernie Lee Magaña
CLERK OF CIRCUIT COURT

APPROVED BY:
COUNTY ENGINEER
ESCAMBIA COUNTY, FLORIDA
ACTING COUNTY SURVEYOR
ESCAMBIA COUNTY, FLORIDA

ENGINEER'S CERTIFICATE:
I, DAVID W. FITZPATRICK, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR DEERFIELD ESTATES.

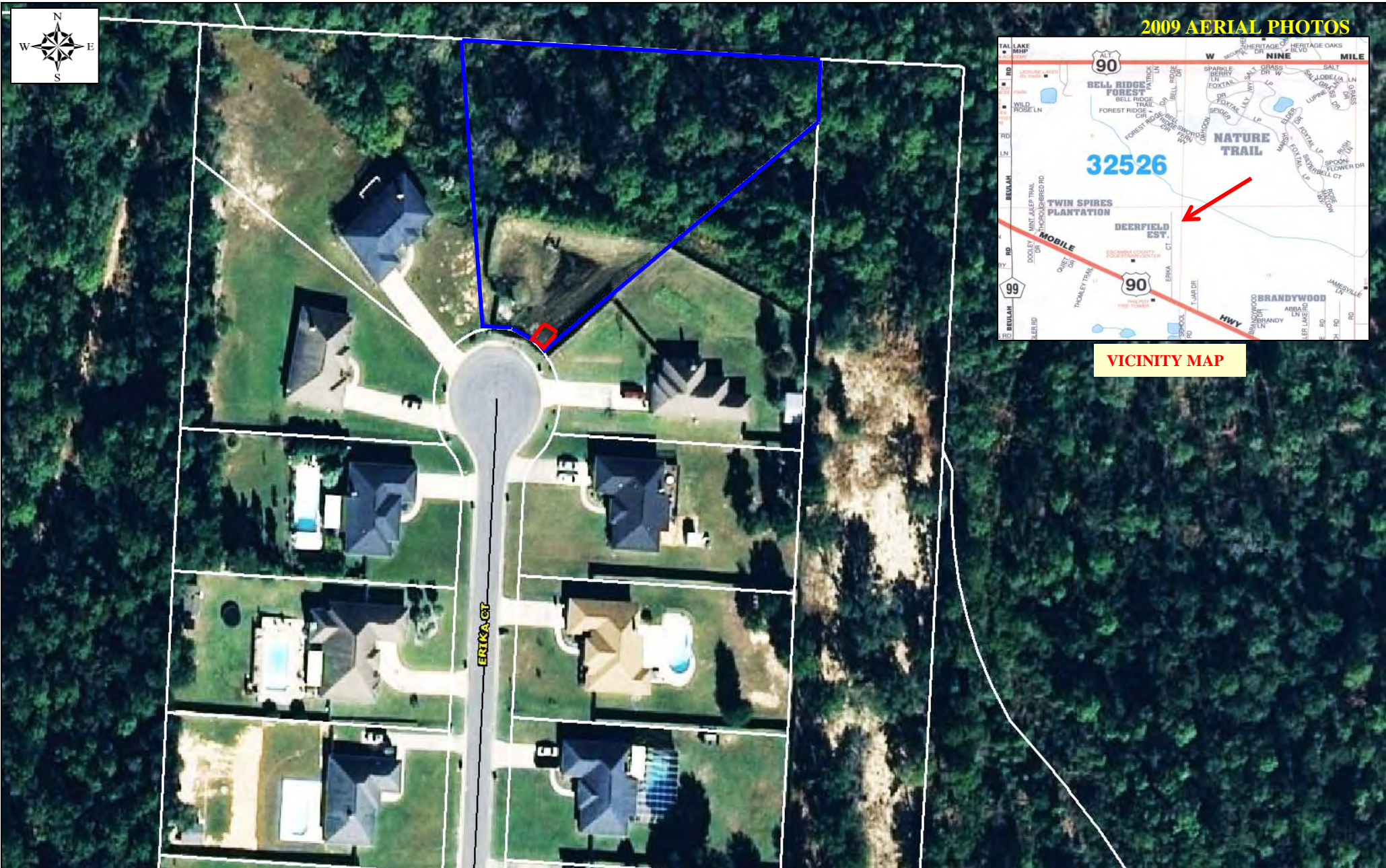
David W. Fitzpatrick
PROFESSIONAL ENGINEER #4788
STATE OF FLORIDA

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 SUPERVISION AND THAT THE SURVEY DATA COMPLES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.01(1)-(7), FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, AND THE MINIMUM TECHNICAL STANDARDS OF THE STATE OF FLORIDA RULE 61G-14, THAT PERMANENT CONTROL POINTS WILL BE SET AND PERMANENT REFERENCE MONUMENTS HAVE BEEN SET.

Kenneth J. Monie
PROFESSIONAL SURVEYOR AND MAPPER #4655
STATE OF FLORIDA
KENNETH J. MONIE AND ASSOCIATES, INC.
4227 NORTH DAVIS HIGHWAY, BUILDING "A"
PENSACOLA, FLORIDA 32503

RESTRICTIVE COVENANTS FILED
OFFICIAL RECORDS BOOK 4303 PAGE 1631
PLAT BOOK 16 PAGE 36

GULF POWER COMPANY UNDERGROUND DISTRIBUTION EASEMENT



2009 AERIAL PHOTOS



VICINITY MAP



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 01/25/13 DISTRICT 1

- COUNTY RETENTION POND PARCEL / DEERFIELD ESTATES S/D
- PROPOSED GULF POWER EASEMENT / APPROX. 10' X 10'



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3878

County Administrator's Report 12. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Assignment of Agreements between Martin Mency of Escambia County, LLC and Escambia County providing Exterior Advertising Services on Fixed-Route Buses

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment of Advertising Agreements between Martin Mency of Escambia County, LLC, and the Board of County Commissioners of Escambia County to Provide Exterior Advertising Services for Fixed-Route Buses - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the State of Florida, County of Escambia, Assignment of Advertising Agreements between Martin Mency of Escambia County, LLC, and the Board of County Commissioners of Escambia County.

In May 2011, the two parties entered into a License Advertising Agreement to provide exterior advertising services for fixed-route buses operated by Escambia County Area Transit (ECAT), granting a License to Martin Mency of Escambia County, LLC, to sell third party advertising Contracts. The parties mutually agreed to terminate the License Advertising Agreement, effective October 1, 2012. As part of this termination, Martin Mency of Escambia County, LLC, agrees to transfer all third-party Contracts to the Board of County Commissioners of Escambia County. The following are referred to as Exhibits A-C:

Third Party Advertiser/Contract Term

Exhibit A – Thomas Ueberschaer, PA, 6/24/2012 – 6/24/2013

Exhibit B – Levin Law, 1/5/2012 – 1/5/2013

Exhibit C – Law Office of JJ Talbott, P.A., 5/29/2012 – 5/28/2013

No new Contracts will be issued. Staff is working with ECAT to acquire a new vendor to provide exterior advertising services.

BACKGROUND:

In May 2011, the two parties entered into a License Advertising Agreement to provide exterior advertising services for fixed-route buses operated by Escambia County Area Transit (ECAT), granting a license to Martin Mercy of Escambia County, LLC, to sell third party advertising contracts. The parties mutually agreed to terminate the License Advertising Agreement effective October 1, 2012. As part of this termination, Martin Mercy of Escambia County, LLC agrees to transfer all third-party contracts to the Board of County Commissioner of Escambia County. These are referred to as Exhibits A-C:

Third Party Advertiser Contract Term
Exhibit A Thomas Ueberschaer, PA 6/24/12 – 6/24/13
Exhibit B Levin Law 1/5/12 – 1/5/13
Exhibit C Law Office of JJ Talbott, P.A. 5/29/12 – 5/28/13

No new contracts will be issued. Staff is working with ECAT to acquire a new vendor to provide exterior advertising services.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the State of Florida, County of Escambia, Assignment of Advertising Agreements on 2/4/13.

PERSONNEL:

Additional staff will not be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Transportation and Traffic Operations staff will work with Martin Mercy of Escambia County, LLC to finalize the transfer.

Attachments

Assignment of Agreements

Exhibit A_Ueberschaer

Exhibit B_Levin Law

Exhibit C_Talbott

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

ASSIGNMENT OF ADVERTISING AGREEMENTS

This ASSIGNMENT OF AGREEMENTS is made and entered into on the ____ day of _____, 2013, by and between MARTIN MENCY OF ESCAMBIA COUNTY, LLC, a Foreign Limited Liability Company authorized to transact business in the State of Florida, with administrative offices at 150 NW 70th Avenue, Suite 3, Plantation Florida 33317, and whose Federal Tax Identification Number is 27-3197045, (hereinafter referred to as Assignor), and the BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, a political subdivision of the state of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as Assignee).

WITNESSETH:

WHEREAS, on or about May 19, 2011, the Parties previously entered into a Licensee Advertising Agreement to Provide Exterior Advertising Services for Fixed Route Buses Operated by Escambia County Area Transit (hereinafter referred to as "License Advertising Agreement"), granting a license to Martin Mency of Escambia County, LLC, to sell third party bus advertising contracts; and

WHEREAS, the Parties mutually agreed to terminate the License Advertising Agreement effective October 1, 2012; and

WHEREAS, Assignor now desires to assign all right, title and interest in the third party bus advertising contracts described herein; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's right title and interest to the third party bus advertising contracts described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Effective October 1, 2012, Assignor hereby assigns, transfers and sets over to the Board of County Commissioners of Escambia County Florida all rights, title and interest held by Assignor in and to the following described third party advertising contracts (hereinafter referred to collectively as "third-party contracts"), copies of which are attached hereto as Exhibits A-C:

	Third Party Advertiser	Contract Term
A.	Thomas Ueberschaer, PA	6/24/12 – 6/24/13
B.	Levin Law	1/5/12 – 1/5/13
C.	Law Office of JJ Talbott, P.A.	5/29/12 – 5/28/13

Assignor warrants and represents that it has not heretofore assigned, transferred or hypothecated its interest, or any part thereof, in said third party contracts to any person or entity.

2. Assignee consents to such assignment of said third party contracts, subject to the terms and conditions set forth in this assignment, and agrees to the assumption of the performance of said third party contracts and to the release of Assignor from further performance under the third party contracts.

3. Assignor shall not be entitled to payment of any advertising revenue from any third party advertising contract that may extend beyond October 1, 2012.

4. This assignment shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this agreement on the respective dates under each signature:

ASSIGNEE:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

(Seal) _____
Deputy Clerk


This document approved as to form and legal sufficiency.

By: 

Title: HCA

Date: 2/4/13

ASSIGNOR: Martin Mency of Escambia County, LLC, a Foreign Limited Liability Company.


Witness

By: 
Scott Martin, President


Witness



150 NW 70 Ave, Suite 3
Plantation, FL 33317
Phone: 888-867-2194
Fax: 954-581-6925

File
Date
City/County
New Contract
Renewal Contract

4/25/12
ESCAMBIA

AN ADVERTISING AGREEMENT between MARTIN-MENCY OF ESCAMBIA COUNTY, LLC, hereinafter called The COMPANY, and

THOMAS WEBERSCHAEER Hereinafter called ADVERTISER.

Said parties hereto, covenant and agree: The COMPANY agrees to place certain advertising matter for the ADVERTISER on the following type of media BUS WRAP for a period of 1YR beginning 6/25 2012 and ending 6/24 2013

Advertiser THOMAS WEBERSCHAEER Corp. Indiv. Other Other

Address 601 N. BAYLEN ST.

City PENSACOLA State FL Zip 32501

Production Contact THOMAS WEBERSCHAEER Accounts Payable Contact THOMAS WEBERSCHAEER/GINGER MILSAP

Phone: 850-433-4494 Fax 850-433-4494 Mobile: 850-433-4494

E-Mail Contact ginger@weberschaeerlaw.com

The ADVERTISER agrees to pay the COMPANY for said services according tot the following schedule:

Advertisement	# of Ads	<u>1</u>	x	Cost per Ad	<u>\$ 500</u>	# months	<u>12</u>	Total Ads	=	<u>\$ 6000.00</u>
Production	# of Ads	<u>N/A</u>	x	Cost per Ad	<u>\$ -</u>	# months	<u>-</u>	Total Production	=	<u>\$ -</u>
Permits	# of Ads	<u>N/A</u>	x	Cost per Ad	<u>\$ -</u>	# months	<u>-</u>	Total Permit	=	<u>\$ -</u>
Posting	# of Ads	<u>N/A</u>	x	Cost per Ad	<u>\$ -</u>	# months	<u>-</u>	Total Posting	=	<u>\$ -</u>
Design Fee				Cost Per Hour	<u>\$ -</u>	# Hours	<u>-</u>	Total Design Fee	=	<u>\$ -</u>
Location/ Vehicle List	Fixed			Rotary				TOTAL DUE =		<u>\$ 6000.00</u>

Bus # 9930 FULL WRAP. DATE
BILLING TO COMMENCE ON 6/25 PENDING
BUS REPAIRS ARE COMPLETE AND BUS IS
BACK IN SERVICE. *MONTHLY BILLING WILL
COMMENCE ONE MONTH AFTER "ON ROAD"

DEPOSITS	
First/Last Month Rent	<u>\$ 1000.00</u>
Production Fee	<u>\$ -</u>
Permit Fee	<u>\$ -</u>
Posting Fee	<u>\$ -</u>
Design Fee	<u>\$ -</u>
Total Down Payment	<u>\$ 1000.00</u>
To Be Billed Monthly	<u>\$ 500.00</u>
Billing Start Date	<u>*</u>

Locations Approved By: THOMAS WEBERSCHAEER

Contract Accepted By: THOMAS WEBERSCHAEER Date 4/25/12

Martin-Mency THOMAS WEBERSCHAEER Date 4/25/12

Method of Payment	Credit Card: <u>Discover</u> <u>Visa</u> <u>Mastercard</u> <u>American Express</u>
NAME ON CARD	SEC. CODE
CARD NUMBER	EXPIRATION DATE
CREDIT CARD BILLING ADDRESS	
AUTHORIZATON SIGNATURE	DATE

1. This Contract shall continue and shall automatically renew itself at the sole discretion of Martin-Mency of Escambia County, LLC for a like period unless cancelled in writing by Advertiser thirty (30) days prior to the anniversary date hereof.
2. The Advertiser will supply the Company in advanced all copy, illustrations and photographs to be used in the production of outdoor media copy. Any advertising matter supplied by the Advertiser is subject to approval of the Company and the appropriate Municipal, County, State and Federal authorities. The Company reserves the right to reject any submitted production items, which it deems objectionable or undesirable in its sole discretion. Any and all of the above artwork and graphics shall become property of Martin-Mency of Escambia County, LLC. This shall include any signs prepared or furnished by either party.
3. Should the Advertiser breach this contract, the Advertiser shall be liable to the Company for any and all costs and fees of any kind incurred by the Company in preparing the submitted advertisements for posting. The Company shall also be entitled to any and all other remedies provided under Florida Law.
4. Once produced, any graphics or artwork on any outdoor media structure is only intended to last for the original length of this contract. Should this contract automatically renew itself as described above and graphics or artwork is needed to be replaced, the Advertiser shall be responsible for the costs and fees for the production or replacement of such artwork or graphics. The decision of whether or not replacement artwork or graphics is needed shall be at the sole discretion of the Company.
5. It is understood and agreed between the parties that in the event that any governmental entity of any kind requires for any reason the removal or alteration of any bench or shelter upon which the subject advertising is located, then the Company shall be free to make any alteration, change of location or substitution reasonably required in order to comply with same for the remainder of the contract.
6. In the event that any of the outdoor advertisements become damaged by the elements, vandalism, terrorism or crime, the Company agrees reprint for the term of the contract. The Company shall be given reasonable time upon notification of damage to replace such advertisement, not to exceed 10 business days, without any penalty or breach of contract.
7. It is expressly agreed that the Company is not to be held liable to the Advertiser for any damages or loss of use of any kind including consequential or otherwise resulting from any failure to perform this contract in any manner because of circumstances beyond its control of any kind which shall include but not be limited to that arising from or caused by strikes, fires, breakage, war conditions, terrorism, shortages of material, national emergencies, changes in the law, etc.
8. All payments for each month are due by the payment due date listed on the monthly invoice. If the Advertiser has authorized monthly payment via credit card, the designated credit card will automatically be charged within 10 days of the due date or by the 10th day of each month.
9. In the event that any payment under this contract is not made by the Advertiser within Ten (10) days from the due date, the Company has the right in its sole discretion to declare the contract breached and to insist that the entire remaining unpaid contract balance become immediately due and payable in full. Should such entire balance not be paid in full, and then the Company has the right in its sole discretion to remove the subject advertising and to replace it in its sole discretion with other advertising of another client. The failure to insist upon strict performance shall not constitute a waiver on the part of the Company. Any reinstatement shall be at the sole discretion of the Company upon its terms and conditions. If the contract is reinstated, the Advertiser may be placed at the original location or the closest available location if the original location has been reassigned.
10. The Advertiser agrees to pay, whether suit is brought or not, for collection of any payments due hereunder or if same is collected on the demand of an attorney, any and all reasonable attorneys fees and costs. Florida Law shall govern this agreement.
11. Interest at the rate of 1 1/2% per month and/or a \$25.00 late fee per advertising location (whichever is greater) will be charged against all unpaid balances.
12. There are no representations oral or otherwise other than set forth herein.
13. In the event that Advertiser issues a check or checks, which are dishonored, for any reason, the Advertiser shall pay a service charge to the Company in the amount of Twenty-Five Dollars (\$25.00) for each such item dishonored. The Company is also free to pursue all remedies under the Florida Worthless Check Statute.
14. The Advertiser may cancel this contract only upon thirty (30) day advance notice in writing accompanied by payment of two (2) month's cancellation fee. The Advertiser will also be liable for the costs of removal of the subject advertisements. The Company may cancel this contract upon a thirty (30) day written advance notice to Advertiser at no fee or cost to Advertiser. Company shall not be liable to the Advertiser for any cost incurred by the Advertiser.
15. Deposit for first and last month plus production and posting costs are due at time of purchase.
16. Political advertising must be paid in advance of contract post date and carry the copy line "Paid Political Advertising" and name of sponsoring group.
17. As used in this Agreement, the term ADVERTISER shall include ADVERTISER as well as Advertising agencies or any other agent or licensee of ADVERTISER.
18. Advertiser agrees to pay an additional fee for any transfer of ad locations which decision whether to grant same and at what fee shall be sole discretion of Company.
19. The person signing this agreement on behalf of the Advertiser acknowledges that they have the actual authority to do so and that they are personally guaranteeing the obligations of any advertising entity. The consideration for this guaranty is such that the Company would not be agreeing to provide advertising but for same.
20. Advertiser agrees to indemnify and hold Company harmless from any Trademark or Copyright infringement claims including attorney's fees and court costs.
21. ADVERTISER agrees that payment by credit card, if selected, is authorized by the signing of the contract by the client. No further authorization is necessary to charge monthly or as instructed on the face of this contract.

Initials: _____



150 NW 70 Ave., Suite 5
Plantation, FL 33317
Phone: 888-867-2194
Fax: 954-581-6925

Exhibit B
Page 1

Date: 1/5/12
City / County: ESCAMBIA
New Contract: ✓
Renewal Contract: ✓

AN ADVERTISING AGREEMENT between MARTIN-MENCY OF ESCAMBIA COUNTY, LLC, hereinafter called The COMPANY, and LEVIN LAW hereinafter called ADVERTISER. Said parties hereto, covenant and agree.

The COMPANY agrees to place certain advertising matter for the ADVERTISER on the following type of media BUS WRAPPING
for a period of 12 MONTHS beginning 1/5 2012 and ending 1/5/2013

Advertiser: LEVIN LAW / BRETT VIGODSKY Corp. ✓ Indiv. Other
Address: 316 SOUTH BAYLEN ST. STE 600
City: PENSACOLA State: FL Zip: 32501
Production Contact: BOBBY BLANCHARD Accounts Payable Contact: BOBBY BLANCHARD
Phone: 850-435-7075 Fax: 850-436-6085 Mobile:
E-Mail Contact: bblanchard@levinlaw.com

The ADVERTISER agrees to pay the COMPANY for said services according to the following schedule:

Advertisement # of Ads	<u>2 (FULL WRAPS)</u>	x	Cost per Ad	\$ <u>450</u>	# months	<u>12</u>	Total Ads	=	\$ <u>900</u>	<u>10,800</u>
Production # of Ads	<u> </u>	x	Cost per Ad	\$ <u> </u>	# months	<u> </u>	Total Production	=	\$ <u> </u>	<u> </u>
Posting # of Ads	<u> </u>	x	Cost per Ad	\$ <u> </u>	# months	<u> </u>	Total Posting	=	\$ <u> </u>	<u> </u>
Design Fee	<u> </u>	Cost Per Hour	\$ <u> </u>	# Hours	<u> </u>	Total Design Fee	=	\$ <u> </u>	<u> </u>	<u> </u>
TOTAL DUE =								\$ <u>10,800</u>	<u> </u>	<u> </u>

* IF WRAPPING IS BAD - NEGOTIATE PRODUCTION CHARGES THEN.

Location List: 9415-0633
9823

Locations Approved By: Tom / J Fizer

Contract Accepted By:

Advertiser: Date: 1-5-2012

Salesperson: Date: 1/5/2012

Martin-Mency: Date: 1/6/12

DEPOSITS:
First/Last Month Rent: \$ 1800.00
Production Fee: \$ SEE NOTE
Permit Fee: \$
Posting Fee: \$
Design Fee: \$
Total Down Payment: \$ 1800.00
To Be Billed Monthly: \$ 900.00
Billing Start Date: 2/5/12

Method of Payment:

Check: Please make checks payable to: Martin Mency of Escambia County, LLC

Online Payment: if selected, include email address for billing

Credit Card: Discover Visa Mastercard

CHECK ONE: ☐ Recurring monthly charge in the amount of \$

☐ Bi-annual charge of \$ for the first six month period and \$ for the second six month period

NAME ON CARD: SEC. CODE:

CARD NUMBER: EXPIRATION DATE:

CREDIT CARD BILLING ADDRESS:

AUTHORIZED SIGNATURE: DATE:

* Terms and Conditions of Service are printed on the reverse side hereof and are agreed to by the Parties. All contracts must be approved by an authorized officer of the company.

OFFICE - White Copy • CUSTOMER - Yellow Copy • SALES - Pink Copy

1. This Contract shall continue and shall automatically renew itself at the sole discretion of Martin-Mency of Escambia County, LLC for a like period unless cancelled in writing by Advertiser thirty (30) days prior to the anniversary date hereof.
2. The Advertiser will supply the Company in advanced all copy, illustrations and photographs to be used in the production of outdoor media copy. Any advertising matter supplied by the Advertiser is subject to approval of the Company and the appropriate Municipal, County, State and Federal authorities. The Company reserves the right to reject any submitted production items, which it deems objectionable or undesirable in its sole discretion. Any and all of the above artwork and graphics shall become property of Martin-Mency of Escambia County, LLC. This shall include any signs prepared or furnished by either party.
3. Should the Advertiser breach this contract, the Advertiser shall be liable to the Company for any and all costs and fees of any kind incurred by the Company in preparing the submitted advertisements for posting. The Company shall also be entitled to any and all other remedies provided under Florida Law.
4. Once produced, any graphics or artwork on any outdoor media structure is only intended to last for the original length of this contract. Should this contract automatically renew itself as described above and graphics or artwork is needed to be replaced, the Advertiser shall be responsible for the costs and fees for the production or replacement of such artwork or graphics. The decision of whether or not replacement artwork or graphics is needed shall be at the sole discretion of the Company.
5. It is understood and agreed between the parties that in the event that any governmental entity of any kind requires for any reason the removal or alteration of any bench or shelter upon which the subject advertising is located, then the Company shall be free to make any alteration, change of location or substitution reasonably required in order to comply with same for the remainder of the contract.
6. In the event that any of the outdoor advertisements become damaged by the elements, vandalism, terrorism or crime, the Company agrees reprint for the term of the contract. The Company shall be given reasonable time upon notification of damage to replace such advertisement, not to exceed 10 business days, without any penalty or breach of contract.
7. It is expressly agreed that the Company is not to be held liable to the Advertiser for any damages or loss of use of any kind including consequential or otherwise resulting from any failure to perform this contract in any manner because of circumstances beyond its control of any kind which shall include but not be limited to that arising from or caused by strikes, fires, breakage, war conditions, terrorism, shortages of material, national emergencies, changes in the law, etc.
8. All payments for each month are due by the payment due date listed on the monthly invoice. If the Advertiser has authorized monthly payment via credit card, the designated credit card will automatically be charged within 10 days of the due date or by the 10th day of each month.
9. In the event that any payment under this contract is not made by the Advertiser within Ten (10) days from the due date, the Company has the right in its sole discretion to declare the contract breached and to insist that the entire remaining unpaid contract balance become immediately due and payable in full. Should such entire balance not be paid in full, and then the Company has the right in its sole discretion to remove the subject advertising and to replace it in its sole discretion with other advertising of another client. The failure to insist upon strict performance shall not constitute a waiver on the part of the Company. Any reinstatement shall be at the sole discretion of the Company upon its terms and conditions. If the contract is reinstated, the Advertiser may be placed at the original location or the closest available location if the original location has been reassigned.
10. The Advertiser agrees to pay, whether suit is brought or not, for collection of any payments due hereunder or if same is collected on the demand of an attorney, any and all reasonable attorneys fees and costs. Florida Law shall govern this agreement.
11. Interest at the rate of 1 1/2% per month and/or a \$25.00 late fee per advertising location (whichever is greater) will be charged against all unpaid balances.
12. There are no representations oral or otherwise other than set forth herein.
13. In the event that Advertiser issues a check or checks, which are dishonored, for any reason, the Advertiser shall pay a service charge to the Company in the amount of Twenty-Five Dollars (\$25.00) for each such item dishonored. The Company is also free to pursue all remedies under the Florida Worthless Check Statute.
14. The Advertiser may cancel this contract only upon thirty (30) day advance notice in writing accompanied by payment of two (2) month's cancellation fee. The Advertiser will also be liable for the costs of removal of the subject advertisements. The Company may cancel this contract upon a thirty (30) day written advance notice to Advertiser at no fee or cost to Advertiser. Company shall not be liable to the Advertiser for any cost incurred by the Advertiser.
15. Deposit for first and last month plus production and posting costs are due at time of purchase.
16. Political advertising must be paid in advance of contract post date and carry the copy line "Paid Political Advertising" and name of sponsoring group.
17. As used in this Agreement, the term ADVERTISER shall include ADVERTISER as well as Advertising agencies or any other agent or licensee of ADVERTISER.
18. Advertiser agrees to pay an additional fee for any transfer of ad locations which decision whether to grant same and at what fee shall be sole discretion of Company.
19. The person signing this agreement on behalf of the Advertiser acknowledges that they have the actual authority to do so and that they are personally guaranteeing the obligations of any advertising entity. The consideration for this guaranty is such that the Company would not be agreeing to provide advertising but for same.
20. Advertiser agrees to indemnify and hold Company harmless from any Trademark or Copyright infringement claims including attorney's fees and court costs.
21. ADVERTISER agrees that payment by credit card, if selected, is authorized by the signing of the contract by the client. No further authorization is necessary to charge monthly or as instructed on the face of this contract.

Initials: _____



MARTIN MENCY

160 NW 70 Ave, Suite 3
Plantation, FL 33317
Phone: 888-867-2194
Fax: 954-881-6925

File
Date
City/County
New Contract
Renewal Contract

5/8/12
ESCAMBIA

AN ADVERTISING AGREEMENT between MARTIN-MENCY OF ESCAMBIA COUNTY, LLC, hereinafter called The COMPANY, and
LAW OFFICE OF JEREMIAH J. TALBOT, P.A. Hereinafter called ADVERTISER.

Said parties hereto, covenant and agree: The COMPANY agrees to place certain advertising matter for the ADVERTISER on
the following type of media BUSES for a period of 12 MONTH beginning 5/29 2012
and ending 5/28 2013

Advertiser LAW OFFICE OF JEREMIAH J. TALBOT Corp. ☐ Indiv. ☐ Other ☐
Address 245 EAST INTENDENCIA ST.
City PENSACOLA State FL Zip 32502
Production Contact CARRIE TALBOT Accounts Payable Contact CARRIE TALBOT
Phone: 850-427-9600 Fax 850-427-0906 Mobile:
E-Mail Contact carrie@talbotlawfirm.com

The ADVERTISER agrees to pay the COMPANY for said services according tot the following schedule:

Advertisement	# of Ads	<u>2</u>	x	Cost per Ad	<u>\$ 475.00</u>	# months	<u>12</u>	Total Ads	=	<u>\$ 11,400.00</u>	
Production	# of Ads	<u>2</u>	x	Cost per Ad	<u>\$ 3500.00</u>	# months	<u>-</u>	Total Production	=	<u>\$ 7,000.00</u>	
Permits	# of Ads	<u>-</u>	x	Cost per Ad	<u>\$ -</u>	# months	<u>-</u>	Total Permit	=	<u>\$ -</u>	
Posting	# of Ads	<u>-</u>	x	Cost per Ad	<u>\$ -</u>	# months	<u>-</u>	Total Posting	=	<u>\$ -</u>	
Design Fee				Cost Per Hour	<u>\$ -</u>	# Hours	<u>-</u>	Total Design Fee	=	<u>\$ -</u>	
Location/ Vehicle List										TOTAL DUE =	<u>\$ 18,400.00</u>

FULL BUS WRAP - BUS # 0635 X
FULL BUS WRAP - BUS # 0631 X
per mark stark
9619 half wrap goes away.

DEPOSITS
First/Last Month Rent \$ 1,900.00
Production Fee \$ 7,000.00
Permit Fee \$ -
Posting Fee \$ -
Design Fee \$ -
Total Down Payment \$ 8,900.00
To Be Billed Monthly \$ 950.00
Billing Start Date 6/29/12

Locations Approved By:
Contract Accepted By:
Advertiser Date 5/18/12
Martin-Mency Date

Method of Payment	Credit Card: <input type="checkbox"/> Discover <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> American Express <input type="checkbox"/>
NAME ON CARD	SEC. CODE
CARD NUMBER	EXPIRATION DATE
CREDIT CARD BILLING ADDRESS	
AUTHORIZATION SIGNATURE	DATE

1. This Contract shall continue and shall automatically renew itself at the sole discretion of Martin-Mency of Escambia County, LLC for a like period unless cancelled in writing by Advertiser thirty (30) days prior to the anniversary date hereof.
2. The Advertiser will supply the Company in advanced all copy, illustrations and photographs to be used in the production of outdoor media copy. Any advertising matter supplied by the Advertiser is subject to approval of the Company and the appropriate Municipal, County, State and Federal authorities. The Company reserves the right to reject any submitted production items, which it deems objectionable or undesirable in its sole discretion. Any and all of the above artwork and graphics shall become property of Martin-Mency of Escambia County, LLC. This shall include any signs prepared or furnished by either party.
3. Should the Advertiser breach this contract, the Advertiser shall be liable to the Company for any and all costs and fees of any kind incurred by the Company in preparing the submitted advertisements for posting. The Company shall also be entitled to any and all other remedies provided under Florida Law.
4. Once produced, any graphics or artwork on any outdoor media structure is only intended to last for the original length of this contract. Should this contract automatically renew itself as described above and graphics or artwork is needed to be replaced, the Advertiser shall be responsible for the costs and fees for the production or replacement of such artwork or graphics. The decision of whether or not replacement artwork or graphics is needed shall be at the sole discretion of the Company.
5. It is understood and agreed between the parties that in the event that any governmental entity of any kind requires for any reason the removal or alteration of any bench or shelter upon which the subject advertising is located, then the Company shall be free to make any alteration, change of location or substitution reasonably required in order to comply with same for the remainder of the contract.
6. In the event that any of the outdoor advertisements become damaged by the elements, vandalism, terrorism or crime, the Company agrees reprint for the term of the contract. The Company shall be given reasonable time upon notification of damage to replace such advertisement, not to exceed 10 business days, without any penalty or breach of contract.
7. It is expressly agreed that the Company is not to be held liable to the Advertiser for any damages or loss of use of any kind including consequential or otherwise resulting from any failure to perform this contract in any manner because of circumstances beyond its control of any kind which shall include but not be limited to that arising from or caused by strikes, fires, breakage, war conditions, terrorism, shortages of material, national emergencies, changes in the law, etc.
8. All payments for each month are due by the payment due date listed on the monthly invoice. If the Advertiser has authorized monthly payment via credit card, the designated credit card will automatically be charged within 10 days of the due date or by the 10th day of each month.
9. In the event that any payment under this contract is not made by the Advertiser within Ten (10) days from the due date, the Company has the right in its sole discretion to declare the contract breached and to insist that the entire remaining unpaid contract balance become immediately due and payable in full. Should such entire balance not be paid in full, and then the Company has the right in its sole discretion to remove the subject advertising and to replace it in its sole discretion with other advertising of another client. The failure to insist upon strict performance shall not constitute a waiver on the part of the Company. Any reinstatement shall be at the sole discretion of the Company upon its terms and conditions. If the contract is reinstated, the Advertiser may be placed at the original location or the closest available location if the original location has been reassigned.
10. The Advertiser agrees to pay, whether suit is brought or not, for collection of any payments due hereunder or if same is collected on the demand of an attorney, any and all reasonable attorneys fees and costs. Florida Law shall govern this agreement.
11. Interest at the rate of 1 1/2% per month and/or a \$25.00 late fee per advertising location (whichever is greater) will be charged against all unpaid balances.
12. There are no representations oral or otherwise other than set forth herein.
13. In the event that Advertiser issues a check or checks, which are dishonored, for any reason, the Advertiser shall pay a service charge to the Company in the amount of Twenty-Five Dollars (\$25.00) for each such item dishonored. The Company is also free to pursue all remedies under the Florida Worthless Check Statute.
14. The Advertiser may cancel this contract only upon thirty (30) day advance notice in writing accompanied by payment of two (2) month's cancellation fee. The Advertiser will also be liable for the costs of removal of the subject advertisements. The Company may cancel this contract upon a thirty (30) day written advance notice to Advertiser at no fee or cost to Advertiser. Company shall not be liable to the Advertiser for any cost incurred by the Advertiser.
15. Deposit for first and last month plus production and posting costs are due at time of purchase.
16. Political advertising must be paid in advance of contract post date and carry the copy line "Paid Political Advertising" and name of sponsoring group.
17. As used in this Agreement, the term ADVERTISER shall include ADVERTISER as well as Advertising agencies or any other agent or licensee of ADVERTISER.
18. Advertiser agrees to pay an additional fee for any transfer of ad locations which decision whether to grant same and at what fee shall be sole discretion of Company.
19. The person signing this agreement on behalf of the Advertiser acknowledges that they have the actual authority to do so and that they are personally guaranteeing the obligations of any advertising entity. The consideration for this guaranty is such that the Company would not be agreeing to provide advertising but for same.
20. Advertiser agrees to indemnify and hold Company harmless from any Trademark or Copyright infringement claims including attorney's fees and court costs.
21. ADVERTISER agrees that payment by credit card, if selected, is authorized by the signing of the contract by the client. No further authorization is necessary to charge monthly or as instructed on the face of this contract.

Initials: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3887

County Administrator's Report 12. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Request for Disposition of Property

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve a Request for Disposition of Property Form for the Public Works Department indicating one item to be properly disposed of, which is described and listed on the Request Form, with reason for disposition stated.

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

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

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

Attachments

Property Disposition

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Mass Transit

COST CENTER NO: 340506

Mary Lou Franzoni - General Manager

DATE: 2/4/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Mary Lou Franzoni

Phone No:

850-595-3228 Ext. 214

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48801	Van Dodge Handicap	2B6LB31Z04K179712	3500 Maxi	2000	Bad

Disposal Comments:

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:

TO: County Administration

Date: 2/11/13

FROM: Escambia County Department Director (Signature):

J.D. Blackmon

Director (Print Name):

Joy D. Blackmon, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date:

George Touart

George Touart
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

rev. sh 07.11.12



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3903

County Administrator's Report 12. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Resolution Supporting The Second Amendment To The Constitution Of The United States

From: Wilson Robertson, District 1 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting the Second Amendment to the Constitution of the United States - Commissioner Wilson B. Robertson, District 1

That the Board adopt and authorize the Chairman to sign the Resolution supporting the Second Amendment to the Constitution of the United States.

BACKGROUND:

The Second Amendment to the Constitution of the United States and Article One, Section Eight, of the Florida Constitution protect the right of the people to keep and bear arms. The Supreme Court of the United States has found that the Second Amendment protects the right of individuals to possess arms commonly used for lawful purposes. It is the duty of the members of the Board of County Commissioners to uphold the Constitution of the State of Florida and the Constitution of the United States, including its commitment to the Second Amendment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution supporting this Recommendation has been prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

resolution concerning second amendment

RESOLUTION NUMBER R2013-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA, CONCERNING THE SECOND
AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES;
PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Second Amendment to the Constitution of the United States and Article One, Section Eight of the Florida Constitution protect the right of the people to keep and bear arms; and

WHEREAS, the Supreme Court of the United States has found that the Second Amendment protects the right of individuals to possess arms commonly used for lawful purposes; and

WHEREAS, it is the duty of the members of the Board of County Commissioners to uphold the Constitution of the State of Florida and the Constitution of the United States, including the Second Amendment.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Escambia County Board of County Commissioners hereby affirms its commitment to the oath of office taken by each commissioner and to the Constitutions of the State of Florida and the United States, including its commitment to the Second Amendment.

SECTION 3. That the Escambia County Board of County Commissioners hereby directs the Clerk to forward a copy of this resolution to Mr. William Grimsley, 2172 West Nine Mile Road, #180, Pensacola, Florida 32534.

SECTION 4. That this resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk
(SEAL)

This document approved as to form
and legal sufficiency.

By: Kristin Shepard

Title: HCA

Date: 2/7/13

**RE: A RESOLUTION CONCERNING THE SECOND AMENDMENT TO THE
CONSTITUTION OF THE UNITED STATES**

Clerk is directed to forward a copy of this resolution to:

Mr. William Grimsley

2172 West Nine Mile Road, #180

Pensacola, Florida 32534.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3909

County Administrator's Report 12. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/21/2013

Issue: Appointment to the Early Learning Coalition of Escambia County

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Early Learning Coalition of Escambia County - Commissioner Steven L. Barry, District 5

That the Board confirm the appointment of Robert Cothran to replace Commissioner Steven L. Barry on the Early Learning Coalition of Escambia County, to serve as Commissioner Barry's designee, with the term of office to begin February 21, 2013, and to run concurrent with Commissioner Barry's term of office (November 2016) or at his discretion.

BACKGROUND:

The appointment of a designee to serve in place of Commissioner Barry on the Early Learning Coalition of Escambia County (Coalition) is necessary because the Coalition meets on the same dates as the Board of County Commissioners' Meetings.

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

Resume

Robert Cothran
c/o CollectorSolutions, Inc.
316 South Baylen Street
Suite 590
Pensacola, FL 32501

Robert is a founding member of CSI serving as both its President and Senior Software Architect.

He has a BS in Computer Science from the University of West Florida. Following the completion of his undergraduate degree in 1998, he attended graduate studies at the University of Alabama, Huntsville majoring in Software Engineering.

Professionally, he is an MCP with extensive software development experience utilizing multiple Microsoft technologies and platforms.

As architect of the CSI software life-cycle process, Robert has managed the incremental maturation of the CSI solution. Incorporating the concept of viewpoints into the development process, he has ensured that CSI's soon-to-be-released fourth generation product, *CSI eCollections Portal*, will provide an end-to-end integrated solution that satisfies the broad demands of internet-enabled financial organizations.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3807

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Supplemental Budget Amendment #080 - 2013 State Housing Initiatives Partnership (SHIP) Funds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #080 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #080, State Housing Initiatives Partnership Program (SHIP) Fund (120) in the amount of \$119,618, to recognize the award of 2013 SHIP funds by Florida Housing Finance Corporation (FHFC) and to appropriate these funds for the 2013 SHIP Program.

BACKGROUND:

On January 11, 2013, Florida Housing Finance Corporation (FHFC) provided notice of the impending distribution of State Housing Initiatives Partnership (SHIP) residual emergency/disaster reserve funds which were not expended 2012. The Escambia/Pensacola \$119,618 allocation was provided to the County for deposit into the Local SHIP Housing Trust Fund specifically for use in carrying out approved activities cited in the 2013 SHIP Local Housing Assistance Plan. The \$118,218 must be budgeted in Fund 120 for expenditure over the next 12-18 months. The SHIP Program is jointly managed by Neighborhood Enterprise Foundation (NEFI) and the City of Pensacola Housing Office.

BUDGETARY IMPACT:

This will increase Fund 120 (SHIP) by \$119,618.

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 #080

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

**Resolution Number
R2013-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received a funding allocation from Florida Housing Finance Corporation specifically for the 2013 State Housing Initiatives Partnership Program (SHIP) and this funding must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

State Housing Initiatives Partnership Program (SHIP) 2013		120	
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2013 SHIP Grant	120	335705	118,218
Indirect Cost - Other (NSP)	001	369936	1,400
Total			\$119,618
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services (NEFI & City of Pensacola Housing)	120/220443	53401	\$9,350
Other Current Charges & Obligations (Indirect Cost)	120/220443	54901	\$1,400
Other Grants & Aids	120/220443	58301	\$107,468
Reserves for Operating	001/110201	59805	1,400
Total			\$119,618

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
080



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3881

County Administrator's Report 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Supplemental Budget Amendment #097 – ECUA Cost Sharing Agreements Reimbursement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #097 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #097, Local Option Sales Tax III Fund (352) in the amount of \$116,372, to recognize reimbursements received from Emerald Coast Utilities Authority (ECUA) under cost sharing agreements for the Beach Haven Northeast Drainage project and Ensley Drainage Improvements project, and to appropriate these funds back to the Local Option Sales Tax III Fund (352).

BACKGROUND:

Escambia County entered into cost sharing agreements with ECUA for Beach Haven Northeast Drainage project and Ensley Drainage Improvements project. ECUA's share has been received in the amounts of \$76,604 for Beach Haven and \$39,768 for Ensley, and will be placed back in the Local Option Sales Tax Fund (352).

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$116,372.

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#097

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

Resolution Number
R2013-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County has received reimbursement from ECUA for their part of cost sharing agreements for improvements to Beach Haven and Ensley drainage, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

<u>Local Option Sales Tax III</u>	<u>352</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
ECUA Contr-Capital Project	352	337302	116,372
Total			116,372

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other than Buildings (Beach Haven)	352/210107	56301/08EN0272	76,604
Improvements Other than Buildings (Ensley Drainage)	352/210107	56301/08EN0313	39,768
Total			116,372

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#097



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3859

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 721 West Lee Street that has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 721 West Lee Street that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 14-4014-000, Reference Number 00-0S-00-9050-009-033;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$43,164, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property escheated to the County on January 3, 2013. The Property Appraiser's 2013 Certified Roll Assessment value is \$43,164. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

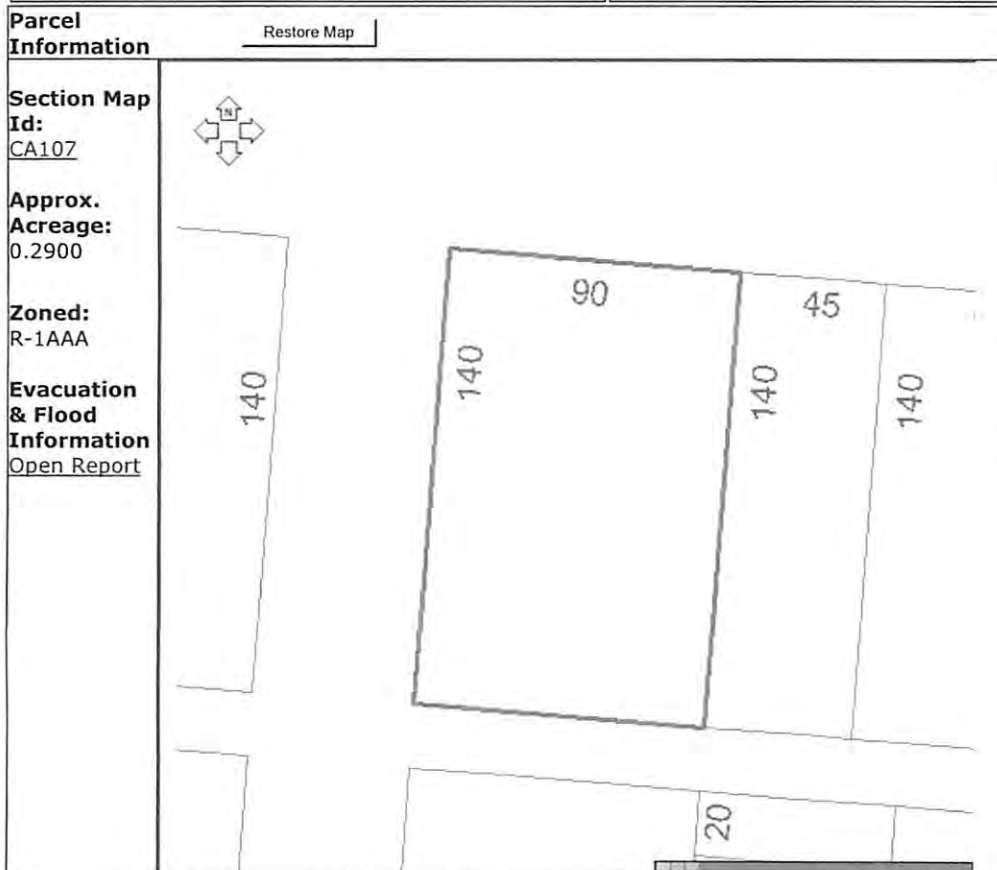
721 West Lee backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<div>General Information</div> <div>Reference: 000S009050009033</div> <div>Account: 144014000</div> <div>Owners: REEVES MARTHA W</div> <div>Mail: 721 W LEE ST PENSACOLA, FL 32505</div> <div>Situs: 721 W LEE ST 32501</div> <div>Use Code: SINGLE FAMILY RESID</div> <div>Taxing Authority: CITY OF PENSACOLA</div> <div>Tax Inquiry: Open Tax Inquiry Window</div> <div>Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</div>	<div>2012 Certified Roll Assessment</div> <div>Improvements: \$29,342</div> <div>Land: \$23,940</div> <div>Total: \$53,282</div> <div>Save Our Homes: \$0</div> <div>Disclaimer</div> <div>Amendment 1 Calculations</div>																		
<div>Sales Data</div> <div><table><thead><tr><th>Sale Date</th><th>Book</th><th>Page</th><th>Value</th><th>Type</th><th>Official Records (New Window)</th></tr></thead><tbody><tr><td>06/2005</td><td>5671</td><td>920</td><td>\$100</td><td>CJ</td><td>View Instr</td></tr><tr><td>01/1968</td><td>402</td><td>248</td><td>\$5,000</td><td>WD</td><td>View Instr</td></tr></tbody></table></div> <div>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</div>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	06/2005	5671	920	\$100	CJ	View Instr	01/1968	402	248	\$5,000	WD	View Instr	<div>2012 Certified Roll Exemptions</div> <div>None</div> <div><div>Legal Description</div><div>LTS 9 10 11 BLK 33 NORTH HILL HIGHLANDS PLAT DB 62 PAGE 244 OR 5671 P 920/922...</div></div> <div><div>Extra Features</div><div>FRAME BUILDING PATIO</div></div>
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
06/2005	5671	920	\$100	CJ	View Instr														
01/1968	402	248	\$5,000	WD	View Instr														



Buildings	
Building 1 - Address: 721 W LEE ST, Year Built: 1933, Effective Year: 1933	
Structural Elements FOUNDATION-WOOD/NO SUB FLR EXTERIOR WALL-SIDING-SHT.AVG. NO. PLUMBING FIXTURES-5.00 DWELLING UNITS-1.00 ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER STORY HEIGHT-9.00 NO. STORIES-2.00 FLOOR COVER-CARPET FLOOR COVER-PINE/SOFTWOOD DECOR/MILLWORK-BELOW AVERAGE HEAT/AIR-WALL/FLOOR FURN STRUCTURAL FRAME-WOOD FRAME	
Areas - 1788 Total SF BASE AREA - 1412 OPEN PORCH UNF - 208 UPPER STORY FIN - 168	
Images	
None	

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

[Print Tool](#)
[Copy Map Image](#)

☒ Use numeric selection labels
 [Record Search](#)
[Download Selection Data \(1 row\)](#)

Reference: 00-0S-00-9050-009-033
Account: 14-4014-000
Section Map: CA107
Situs: 721 W LEE ST
Subdivision:
 NORTH HILL HIGHLANDS PLAT DB 62 P 244
Owner: REEVES MARTHA W
Mailing Address:
 721 W LEE ST
 PENSACOLA, FL 32505
Last Sale: 6/2005, \$100
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.2900
Building Count: 1
Total Heated Area: 1580
Zoned: R-1AAA

☐ Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options:
 Reference Nbr

Ex: 012N334444555666

DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 07196 was issued on June 1, 2007, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person emitted so to do appeared to redeem said land, and said land was, on the 4th day of January, 2010, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LTS 9 10 11 BLK 33 NORTH HILL HIGHLANDS PLAT DB 62 PAGE 244 OR 5671 P 920/922 CA 107

SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 000S009050009033
TAX ACCOUNT NUMBER 144014000

** Property previously assessed to: MARTHA W REEVES

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 3rd day of January, 2013.

WITNESSES:

Maryline Avila
Maryline Avila

Maryline Avila
Maryline Avila

State of Florida
County of Escambia

Ernie Lee Magaha
ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

(OFFICIAL SEAL)

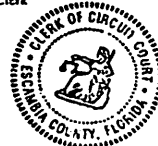


Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of January, 2013

Ernie Lee Magaha, Clerk of the Circuit Court

Maryline Avila
Maryline Avila, Deputy Clerk



144014000
00-0S-00-9050-009-033

2013

REEVES MARCHA W
721 W LEE ST
PENSACOLA, FL 32505

LTS 9 10 11 BLK 33
NORTH HILL HIGHLANDS
PLAT DB 62 PAGE 244
OR 5671 P 920/922
S-T-R 00 0S 00

Map Id: 0.00 1.00 1.00 1.00 NONE

BUILDING CHARACTERISTICS										VALUE SUMMARY									
CATEGORY	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	PERCENTAGE	ADJ	ADJ	ADJ	PRIMARY VALUATION METHOD	VALUE	ADJ	ADJ	ADJ	ADJ				
FOUNDATION	WOOD/NO SUB FLR	100	6.00																
EXTERIOR WALL	SIDING-BLM AVG	100	18.00																
ROOF FRAMING	GABLE	100	6.00																
ROOF COVER	COMPOSITION SHG	100	5.00																
INTERIOR WALL	DRYWALL-PLASTER	100	18.00																
FLOOR COVER	CARPET	50	3.00																
FLOOR COVER	PINE/HARDWOOD	50	2.00																
DECOR/MILANO	BELLO AVERAGE	100	6.00																
HEAT/AIR	WALL/FLOOR FURN	100	3.00																
STRUCTURAL	WOOD FRAME	100	4.00																
SHAPE	10 CORNERS	100	1.00																
FIREPLACES	PRE-FAB MTL AVG	100	3.00																
NO. PLUMBING FIXTURES										1.00									
DRILLING UNITS										9.00									
STORY HEIGHT										2.00									
NO. STORIES (NO VALUE)										0.12									
NO. STORIES (NO VALUE)										0									
BASE RATE ADJ										1.0130									
Size Factor										1.0000									
Quality Factor										1.03									
Shape Factor										1.03									
TOTAL ADJUSTED POINTS										12.25									
DEPRECIATION										0.1500									
More Than Physical Dpt										0.1500									
TYPE STYLE CLS										0001									
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SAR AREA										1.384									
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USF										168									
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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3863

County Administrator's Report 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Sale and the Waiver and Release

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Sale and the Waiver and Release on Real Property Located at 5100 Commerce Park Circle - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the sale and the Waiver and Release on real property located at 5100 Commerce Park Circle, Account Number 04-0861-851, Reference Number 39-1S-30-0200-012-002:

A. Adopt the Waiver and Release, which was approved by the Escambia County Legal Department, concerning the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, recorded in Official Records Book 4029, at Page 87, which expired on January 1, 2010; and

B. Waive its right to repurchase Lot 12, Block B, Marcus Point Commerce Park and authorize the sale from its current owner to Cumulus Broadcasting, LLC.

BACKGROUND:

According to the Amended Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park recorded in Official Records Book 4029 at Page 87, which expired on January 1, 2010, the County could have repurchased the rights of certain properties where building had not occurred. No building has occurred on 5100 Commerce Park Circle. The waiver is given for the purpose of allowing conveyance of this property to Cumulus Broadcasting, LLC.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

The Sale and the Waiver and Release was approved by the County Attorney's Office.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

5100 Commerce Park Circle backup

This document was prepared by:
John F. Roscow, IV
Holden, Carpenter, Roscow & Kurdziel, PL
5608 NW 43rd Street
Gainesville, FL 32653

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

WAIVER AND RELEASE

ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, (hereinafter "ESCAMBIA COUNTY") hereby Waives and Releases Escambia County's rights under the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park recorded in Official Record Book 2931 at page 63, Public Records, Escambia County, Florida (hereinafter the "Restrictions") to:

- 1.) Amend the Restrictions in accordance with Paragraph 5 therein;
- 2.) Enforce the Restrictions in accordance with Paragraph 7 therein;
- 3.) Require the Improvement of Land in accordance with Paragraph 8 therein;
- 4.) Repurchase the Land as described in Paragraphs 9 and 10 therein, and
- 5.) Extend the Applicability of the Restrictions as described therein.

Further, ESCAMBIA COUNTY, Waives and Releases its rights under the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park recorded in Official Record Book 4029 at page 87 of the public records of Escambia County, Florida (hereinafter the "Amendments to Restrictions") to:

- 6.) Amend the Restrictions as described in the Amendments to Restrictions,
- 7.) Extend the Applicability of the Restrictions as described in the Amendments to Restrictions, and
- 8.) Require the Improvement of Land, as described in the Amendments to Restrictions.

THIS WAIVER and RELEASE is applicable to the following described property:

Lot 12, Block B, Marcus Pointe Commerce Park, a subdivision of a portion of the Joseph Cruzat and Francisco Deviller Grant, Section 39, Township 1 South, Range 30 West, Escambia County, Florida, as recorded in Plat Book 14 at pages 82, 82A and 82B of the Public Records of Escambia County, Florida.

APPROVED this ____ day of _____, 2013, by the Escambia
County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

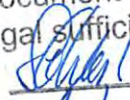
Deputy Clerk

This document approved as to form
and legal sufficiency.

By

Title

Date



Asst. County Attorney

Feb. 12, 2013

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 391S300200012002 Account: 040861851 Owners: 12 MARCUS POINTE HOLDINGS LLC Mail: 7A JOHNSON RD LATHAM, NY 12110 Situs: 5100 COMMERCE PARK CIR 32505 Use Code: VACANT INDUSTRIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2012 Certified Roll Assessment Improvements: \$0 Land: \$67,787 Total: \$67,787 Save Our Homes: \$0 Disclaimer Amendment 1 Calculations												
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/2001</td> <td>4792</td> <td>536</td> <td>\$78,100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/2001	4792	536	\$78,100	WD	View Instr	2012 Certified Roll Exemptions None Legal Description LT 12 BLK B MARCUS POINTE COMMERCE PARK PB 14 P 82 OR 4792 P 536 Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)									
10/2001	4792	536	\$78,100	WD	View Instr									

Parcel Information <div style="float: right;">Restore Map</div>	
Section Map Id: 39-1S-30-2 Approx. Acreage: 3.3400 Zoned: ID-1 Evacuation & Flood Information Open Report	

Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones - Escambia County Property Appraiser



RETURN TO:
T. A. SHELL
9th Floor, Seville Tower
Pensacola, Florida
SFD&M #1913-46

OR Bk4029 Pg0087
INSTRUMENT 00316985

AMENDMENTS

TO

USE REGULATIONS AND RESTRICTIVE COVENANTS APPLICABLE TO PORTIONS OF MARCUS POINTE COMMERCE PARK.

This amendment to the use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, located in the county of Escambia, State of Florida, is made and executed this 20th day of June, 1995, by Escambia County Florida, a political subdivision of the State of Florida ("County"). Witnesseth:

WHEREAS, County is and continues to be the owner and developer of real property in Marcus Pointe Commerce Park ("Park"); and

WHEREAS, the Board of County Commissioners of Escambia County, Florida has established use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, which are recorded in OR Book 2931, Pages 063-082 and which are more particularly described herein at Exhibits A-1, A-2 and A-3; and

WHEREAS, County desires to clarify that the establishment of a child care center is consistent with the purposes of the Park; and

WHEREAS, these Amendments work to the benefit of the owners and occupants of the Park, and therefore constitute valuable consideration; and

WHEREAS, amendments to the restrictions contained herein have been consented to unanimously by owners of property within the Marcus Pointe Commerce Park and the Marcus Creek Partnership; and

NOW, THEREFORE effective as of date of recording this instrument in the public records of Escambia County, Florida, pertaining to real property described in Exhibits A-1, A-2 and A-3 of this document and in the Use Regulations and Restrictive Covenants Applicable to Portions

of Marcus Pointe Commerce Park at OR Book 2931, beginning at page 063, the pertinent portion of the use regulations and restrictive covenants shall be amended as provided below:

1. Section 5 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park is hereby amended as follows:

Section 5. Duration. These regulations and restrictions shall govern the ownership, use and occupancy of the affected area until January 1, 2010 unless amended or extended. The owners of more than one-half ($\frac{1}{2}$), by area, of the affected area, may, prior to the termination of these regulations and restrictions, extend the same for an additional twenty (20) years by a written document, executed by them and recorded in the public records of Escambia County, Florida. Escambia County shall have the same rights as any other owner of land in the affected area with respect to such extension. In addition, Escambia County may, so long as it is the owner and developer of a portion of Marcus Pointe Commerce Park, make changes to these regulations and restrictions by written instrument recorded in the public records of Escambia County, Florida, provided, however, such amendments shall only affect the procedures and regulations contained herein and shall not alter the use for which the property may be utilized, except upon a determination that such alteration is consistent with the purpose of the park as set forth above. Amendments to these restrictions shall be subject to the consent of the Association by majority vote. The Association shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. If the Association fails to respond within thirty (30) days, the Amendments shall be deemed approved. Amendments to these restrictions shall also be subject to the consent of Marcus Creek Partnership, or its successors. Marcus Creek Partnership shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. The consent of Marcus Creek Partnership shall not be unreasonably withheld so long as any such amendments or modifications comply with the spirit and concepts contained herein. Escambia County shall, during such time, have the right to amend these regulations and restrictions so as to comply with changes in building codes, environmental regulations and similar applicable regulations. Escambia County shall (within the limits of its authority) during such period, have the right to waive minor departures from these regulations and restrictions upon determining that such departure is minor in nature and does not materially and adversely affect the rights of any other owners or occupants of the affected area and does not materially and adversely affect the regulatory scheme established by these regulations and restrictions. Further, all such variances or waivers of requirements, regulations and restrictions in place by Escambia County must be done in accordance with the ordinances which establish such requirements, regulations or restrictions.

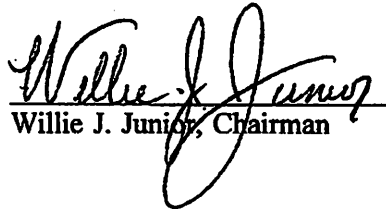
2. Section 8 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park is hereby amended as follows:

Section 8. Obligation to Improve Land. Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, or that the owner has obtained all required State and County permits for such construction and that construction is underway within one year after the owner's acquisition thereof. Buildings and other improvements must be utilized for industrial, manufacturing, processing, fabricating or other productive uses as permitted in an ID-1 category defined by the County's Urban Area Land Use Regulations, as amended. In addition, uses ancillary to such productive uses will be allowed, including a child care center and other amenities that are consistent with the purpose of the park and permitted in an ID-1 category defined by the County's Urban Land Use Regulations, as amended. No owner of land in the affected area may lease, sell or convey such land until he has improved the same with the improvements which he agreed, at the time of the acquisition of such lands, to construct thereon; provided, however, Escambia County may, if it finds that such sale or conveyance would promote the purposes for which the park has been established, consent to such lease or sale.

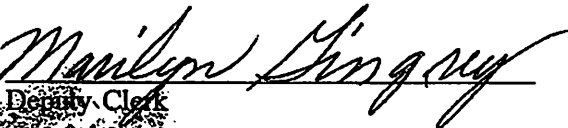
3. All other provisions of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park found in the official records of Escambia County at OR Book 2931, Pages 063-082 shall remain in full force and effect.

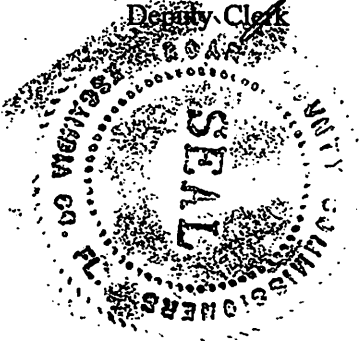
Approved this 20th day of June 1995 by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:


Willie J. Junior, Chairman

ATTEST: JIM MOYE
COMPTROLLER


Marilyn Lingray
Deputy Clerk



MARCUS POINTE COMMERCE PARK

EXHIBIT A-1

LEGAL DESCRIPTION

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way): thence run South $17^{\circ}56'09''$ East for 958.20 feet; thence run South $54^{\circ}53'31''$ West for 771.44 feet; thence run South $19^{\circ}40'47''$ East for 635.03 feet; thence run South $70^{\circ}56'51''$ West for 147.65 feet; thence run North $19^{\circ}07'06''$ West for 149.90 feet; thence run South $70^{\circ}57'14''$ West for 299.88 feet; thence run South $19^{\circ}07'49''$ East for 645.69 feet; thence run North $71^{\circ}28'45''$ East for 662.70 feet to the westerly right-of-way of Rambler Road (60 Ft. right-of-way); thence run South $18^{\circ}53'35''$ East along said right-of-way for 264.53 feet for a Point of Beginning; thence run South $71^{\circ}02'35''$ West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of $46^{\circ}30'22''$; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South $27^{\circ}32'25''$ West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $71^{\circ}02'03''$ West for 229.46 feet to the point of curve of circular curve concave to the Southeast having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run southwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $24^{\circ}31'09''$ West for 138.08 feet to the point of curve of a circular curve concave to the Northwest having a radius of 204.22 feet and a central angle of $53^{\circ}58'51''$; thence run southwesterly along the arc of said curve for 192.40 feet to the Point of Tangency; thence run South $78^{\circ}30'00''$ West for 290.00 feet; thence run South $11^{\circ}30'00''$ East for 80.00 feet; thence run North $78^{\circ}30'00''$ East for 290.00 feet to the point of curve of a circular curve concave to the North having a radius of 284.22 feet and a central angle of $53^{\circ}58'51''$; thence run northeasterly along the arc of said curve for 267.78 feet to the Point of Tangency; thence run North $24^{\circ}31'09''$ East for 138.08 feet to the point of curve of a circular curve concave to the Southeast having a radius of 332.97 feet and a central angle of $46^{\circ}30'54''$; thence run northeasterly along the arc of said curve for 270.32 feet to the Point of Tangency; thence run North $71^{\circ}02'03''$ East for 229.46 feet to the point of curve of a circular curve concave to the South having a radius of 332.97 feet and a central angle of $46^{\circ}30'54''$; thence run southeasterly along the arc of said curve for 270.32 feet; thence run South $27^{\circ}32'25''$ West for 20.00 Feet to a point on a circular curve concave to the North having a radius of 526.72 feet and a central angle of $46^{\circ}30'22''$; thence run northeasterly along the arc of said curve for 427.53 feet to the Point of Tangency; thence run North $71^{\circ}02'35''$ East for 197.24 feet to the westerly right-of-way of Rambler Road (60' R/W); thence run North $18^{\circ}57'25''$ West along said right-of-way for 120.00 feet to the Point of Beginning. Containing 4.33 acres more or less.

OR Bk4029 Pg0091

INSTRUMENT 00316985

MARCUS POINTE COMMERCE PARK

EXHIBIT A-2

LEGAL DESCRIPTION

50 feet either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East along said westerly right-of-way for 905.86 feet for a Point of Beginning; thence run South $54^{\circ}53'31''$ West for 1050.00 feet to the point of curve of a circular curve concave to the North having a radius of 1104.00 feet and a central angle of $34^{\circ}30'00''$; thence run westerly along the arc of said curve for 665.00 feet to the point of tangency; thence run South $89^{\circ}23'31''$ West for 225.00 feet to the point of curve of a circular curve concave to the South having a radius of 668.98 feet and a central angle of $29^{\circ}00'00''$; thence run westerly along the arc of said curve for 338.60 feet to the termination point of this description. Containing 5.23 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-3

LEGAL DESCRIPTION

30 ft. either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East for 958.20 feet; thence run South $54^{\circ}53'31''$ West for 771.44 feet; thence run South $19^{\circ}40'47''$ East for 635.03 feet; thence run South $70^{\circ}56'51''$ West for 147.65 feet; thence run North $19^{\circ}07'06''$ West for 149.90 feet; thence run South $70^{\circ}57'14''$ West for 299.88 feet; thence run South $19^{\circ}07'49''$ East for 645.69 feet; thence run North $71^{\circ}28'45''$ East for 662.70 feet to the westerly right-of-way of Rambler Road (60 ft. right-of-way); thence run South $18^{\circ}53'35''$ East along said right-of-way for 264.53 feet; thence run South $71^{\circ}02'35''$ West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of $46^{\circ}30'22''$; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South $27^{\circ}32'25''$ West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $71^{\circ}02'03''$ West for 205.00 feet for a Point of Beginning; thence run North $18^{\circ}57'58''$ West for 25.00 feet to the point of curve of a circular curve concave to the West having a radius of 1166.39 feet and a central angle of $18^{\circ}45'00''$; thence run northerly along the arc of said curve for 381.70 feet to the Point of Tangency; thence run North $37^{\circ}42'58''$ West for 445.00 feet to the point of curve of a circular curve concave to the east having a radius of 424.64 feet and a central angle of $38^{\circ}30'00''$; thence run northerly along the arc of said curve for 285.34 feet to the Point of Tangency; thence run North $00^{\circ}47'02''$ East for 95.00 feet to the termination point of this description. Containing 1.70 acres more or less.

JOINDER

JOINDER BY FIRST DATA INTEGRATED SERVICES, INC.

In exchange for the benefits conferred directly and indirectly by the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park as attached hereto as Exhibit 1, the undersigned, owner(s) of a parcel within Marcus Pointe Commerce Park, located in Escambia County and described in Exhibit 1, and more particularly in Exhibits A-1, A-2 and A-3 attached thereto, hereby agree(s) and consent(s) to the Amendments to the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, such amendments to be duly recorded by the Escambia County Board of County Commissioners and consistent with the Exhibit which has been attached to this Joinder.

Signed, sealed and delivered
in the presence of:

NEBRASKA
STATE OF ~~FLORIDA~~ DOUGLAS
COUNTY OF ~~ESCAMBIA~~

By: Eula L. Adams
Eula Adams, Executive Vice President

The foregoing instrument was acknowledged before me this 8 day of February, 1995, by Eula Adams, Executive Vice President of First Data Integrated Services, Inc., who did not take an oath and who:
☒ is/are personally known to me.
☐ produced current Florida driver's license as identification.
☐ produced current _____ as identification.

(Notary Seal must be affixed)

THIS INSTRUMENT PREPARED BY:
Daniel M. Le Vay, Assistant County Attorney
14 West Government Street, Rm 411
Pensacola, Florida 32501
(904) 436-5450

Linda S. Marcinski
Signature of Notary Public
Linda S. Marcinski
Name of Notary Printed
My Commission Expires: 3-15-98
Commission Number: _____

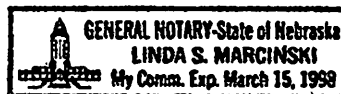


EXHIBIT 1
AMENDMENTS

TO

**USE REGULATIONS AND RESTRICTIVE COVENANTS APPLICABLE TO
PORTIONS OF MARCUS POINTE COMMERCE PARK.**

This amendment to the use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, located in the county of Escambia, State of Florida, is made and executed this ____ day of _____, 1995, by Escambia County Florida, a political subdivision of the State of Florida ("County"). Witnesseth:

WHEREAS, County is and continues to be the owner and developer of real property in Marcus Pointe Commerce Park ("Park"); and

WHEREAS, the Board of County Commissioners of Escambia County, Florida has established use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, which are recorded in OR Book 2931, Pages 063-082 and which are more particularly described herein at Exhibits A-1, A-2 and A-3; and

WHEREAS, County desires to clarify that the establishment of a child care center is consistent with the purposes of the Park; and

WHEREAS, these Amendments work to the benefit of the owners and occupants of the Park, and therefore constitute valuable consideration; and

WHEREAS, amendments to the restrictions contained herein have been consented to unanimously by owners of property within the Marcus Pointe Commerce Park and the Marcus Creek Partnership; and

NOW, THEREFORE effective as of date of recording this instrument in the public records of Escambia County, Florida, pertaining to real property described in Exhibits A-1, A-2 and A-3 of this document and in the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park at OR Book 2931, beginning at page 063, the pertinent portion of the use regulations and restrictive covenants shall be amended as provided below:

1. Section 5 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus

Pointe Commerce Park is hereby amended as follows:

Section 5. Duration. These regulations and restrictions shall govern the ownership, use and occupancy of the affected area until January 1, 2010 unless amended or extended. The owners of more than one-half ($\frac{1}{2}$), by area, of the affected area, may, prior to the termination of these regulations and restrictions, extend the same for an additional twenty (20) years by a written document, executed by them and recorded in the public records of Escambia County, Florida. Escambia County shall have the same rights as any other owner of land in the affected area with respect to such extension. In addition, Escambia County may, so long as it is the owner and developer of a portion of Marcus Pointe Commerce Park, make changes to these regulations and restrictions by written instrument recorded in the public records of Escambia County, Florida, provided, however, such amendments shall only affect the procedures and regulations contained herein and shall not alter the use for which the property may be utilized, except upon a determination that such alteration is consistent with the purpose of the park as set forth above. Amendments to these restrictions shall be subject to the consent of the Association by majority vote. The Association shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. If the Association fails to respond within thirty (30) days, the Amendments shall be deemed approved. Amendments to these restrictions shall also be subject to the consent of Marcus Creek Partnership, or its successors. Marcus Creek Partnership shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. The consent of Marcus Creek Partnership shall not be unreasonably withheld so long as any such amendments or modifications comply with the spirit and concepts contained herein. Escambia County shall, during such time, have the right to amend these regulations and restrictions so as to comply with changes in building codes, environmental regulations and similar applicable regulations. Escambia County shall (within the limits of its authority) during such period, have the right to waive minor departures from these regulations and restrictions upon determining that such departure is minor in nature and does not materially and adversely affect the rights of any other owners or occupants of the affected area and does not materially and adversely affect the regulatory scheme established by these regulations and restrictions. Further, all such variances or waivers of requirements, regulations and restrictions in place by Escambia County must be done in accordance with the ordinances which establish such requirements, regulations or restrictions.

2. Section 8 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park is hereby amended as follows:

Section 8. Obligation to Improve Land. Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, or that the owner has obtained all required State and County permits for such construction and that construction is underway within one year after the owner's acquisition thereof. Buildings and other improvements must be utilized for industrial, manufacturing, processing, fabricating or other productive uses as permitted in an ID-1 category defined by the County's Urban Area Land Use Regulations, as amended. In addition, uses ancillary to such productive uses will be allowed.

including a child care center and other amenities that are consistent with the purpose of the park and permitted in an ID-1 category defined by the County's Urban Land Use Regulations, as amended. No owner of land in the affected area may lease, sell or convey such land until he has improved the same with the improvements which he agreed, at the time of the acquisition of such lands, to construct thereon; provided, however, Escambia County may, if it finds that such sale or conveyance would promote the purposes for which the park has been established, consent to such lease or sale.

3. All other provisions of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park found in the official records of Escambia County at OR Book 2931, Pages 063-082 shall remain in full force and effect.

Approved this _____ day of _____ 1995 by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:

Willie J. Junior, Chairman

ATTEST: JOE A. FLOWERS,
COMPTROLLER

Deputy Clerk

MARCUS POINTE COMMERCE PARK

EXHIBIT A-1

LEGAL DESCRIPTION

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way): thence run South 17°56'09" East for 958.20 feet; thence run South 54°53'31" West for 771.44 feet; thence run South 19°40'47" East for 635.03 feet; thence run South 70°56'51" West for 147.65 feet; thence run North 19°07'06" West for 149.90 feet; thence run South 70°57'14" West for 299.88 feet; thence run South 19°07'49" East for 645.69 feet; thence run North 71°28'45" East for 662.70 feet to the westerly right-of-way of Rambler Road (60 Ft. right-of-way); thence run South 18°53'35" East along said right-of-way for 264.53 feet for a Point of Beginning; thence run South 71°02'35" West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of 46°30'22"; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South 27°32'25" West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of 46°30'54"; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 71°02'03" West for 229.46 feet to the point of curve of circular curve concave to the Southeast having a radius of 412.97 feet and a central angle of 46°30'54"; thence run southwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 24°31'09" West for 138.08 feet to the point of curve of a circular curve concave to the Northwest having a radius of 204.22 feet and a central angle of 53°58'51" thence run southwesterly along the arc of said curve for 192.40 feet to the Point of Tangency; thence run South 78°30'00" West for 290.00 feet; thence run South 11°30'00" East for 80.00 feet; thence run North 78°30'00" East for 290.00 feet to the point of curve of a circular curve concave to the North having a radius of 284.22 feet and a central angle of 53°58'51"; thence run northeasterly along the arc of said curve for 267.78 feet to the Point of Tangency; thence run North 24°31'09" East for 138.08 feet to the point of curve of a circular curve concave to the Southeast having a radius of 332.97 feet and a central angle of 46°30'54"; thence run northeasterly along the arc of said curve for 270.32 feet to the Point of Tangency; thence run North 71°02'03" East for 229.46 feet to the point of curve of a circular curve concave to the South having a radius of 332.97 feet and a central angle of 46°30'54"; thence run southeasterly along the arc of said curve for 270.32 feet; thence run South 27°32'25" West for 20.00 Feet to a point on a circular curve concave to the North having a radius of 526.72 feet and a central angle of 46°30'22"; thence run northeasterly along the arc of said curve for 427.53 feet to the Point of Tangency; thence run North 71°02'35" East for 197.24 feet to the westerly right-of-way of Rambler Road (60' R/W); thence run North 18°57'25" West along said right-of-way for 120.00 feet to the Point of Beginning. Containing 4.33 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-2

LEGAL DESCRIPTION

50 feet either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East along said westerly right-of-way for 905.86 feet for a Point of Beginning; thence run South $54^{\circ}53'31''$ West for 1050.00 feet to the point of curve of a circular curve concave to the North having a radius of 1104.00 feet and a central angle of $34^{\circ}30'00''$; thence run westerly along the arc of said curve for 665.00 feet to the point of tangency; thence run South $89^{\circ}23'31''$ West for 225.00 feet to the point of curve of a circular curve concave to the South having a radius of 668.98 feet and a central angle of $29^{\circ}00'00''$; thence run westerly along the arc of said curve for 338.60 feet to the termination point of this description. Containing 5.23 acres more or less.

OR Bk4029 Pg0099
INSTRUMENT 00316985

MARCUS POINTE COMMERCE PARK

EXHIBIT A-3

LEGAL DESCRIPTION

30 ft. either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South 17°56'09" East for 958.20 feet; thence run South 54°53'31" West for 771.44 feet; thence run South 19°40'47" East for 635.03 feet; thence run South 70°56'51" West for 147.65 feet; thence run North 19°07'06" West for 149.90 feet; thence run South 70°57'14" West for 299.88 feet; thence run South 19°07'49" East for 645.69 feet; thence run North 71°28'45" East for 662.70 feet to the westerly right-of-way of Rambler Road (60 ft. right-of-way); thence run South 18°53'35" East along said right-of-way for 264.53 feet; thence run South 71°02'35" West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of 46°30'22"; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South 27°32'25" West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of 46°30'54"; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 71°02'03" West for 205.00 feet for a Point of Beginning; thence run North 18°57'58" West for 25.00 feet to the point of curve of a circular curve concave to the West having a radius of 1166.39 feet and a central angle of 18°45'00"; thence run northerly along the arc of said curve for 381.70 feet to the Point of Tangency; thence run North 37°42'58" West for 445.00 feet to the point of curve of a circular curve concave to the east having a radius of 424.64 feet and a central angle of 38°30'00"; thence run northerly along the arc of said curve for 285.34 feet to the Point of Tangency; thence run North 00°47'02" East for 95.00 feet to the termination point of this description. Containing 1.70 acres more or less.

WRITTEN CONSENT OF DIRECTORS
IN LIEU OF SPECIAL MEETING
OF THE
BOARD OF DIRECTORS
OF

FIRST DATA INTEGRATED SERVICES INC.

a Delaware corporation

The undersigned, constituting all of the members of the Board of Directors (the "Board") of First Data Integrated Services Inc., a Delaware corporation (the "Company"), take the following action by unanimous written consent in lieu of a special meeting of the Board pursuant to Section 141(f) of the General Corporation Law of the State of Delaware.

The Board has reviewed a copy of the Joinder to be executed by the Company in exchange for the benefits conferred by the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park located in Escambia County in the State of Florida, and deems it in the best interests of the Company that Eula Adams be authorized to execute the Joinder.

In view of the foregoing, the Board hereby consents in writing as follows:

RESOLVED, that Eula Adams, Vice President of First Data Corporation, is hereby authorized and empowered, for and on behalf of the Company, to enter into, execute and deliver the Joinder on behalf of the Company.

The action taken by this Consent shall have the same force and effect as if taken by the undersigned at a special meeting of the Board of Directors of the Company, duly called and constituted pursuant to the Bylaws of the Company and the General Corporation Law of the State of Delaware.

This consent may be signed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

The Secretary or Assistant Secretary of the Company is hereby authorized and directed to insert an executed copy of these consent minutes in the minute book of the Company.

Board of Directors Consent
Page 2

OR Bk4029 Pg0101
INSTRUMENT 00316985

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have executed this Consent, as of this 26th day of January, 1995.



David P. Bailis

Charles T. Fote

Robert J. Levenson

Board of Directors Consent
Page 2

OR Bk4029 Pg0102
INSTRUMENT 00316985

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have executed this Consent, as of this 26th day of January, 1995.

David P. Bailis



Charles T. Fote

Robert J. Levenson

Jan. 30. 1995 10:46AM

FIRST DATA CORPORATION

No. 0972 P. 3/3

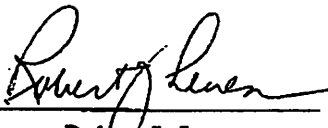
Board of Directors Consent
Page 2

OR Bk4029 Pg0103
INSTRUMENT 00316985

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have executed this Consent, as of this 26th day of January, 1995.

David P. Bailis

Charles T. Fote



Robert J. Levenson

JOINDER

JOINDER BY CHARLES HAROLD COOK, CHARLES MICHAEL COOK & RUBBER & SPECIALTIES, INC.

In exchange for the benefits conferred directly and indirectly by the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park as attached hereto as Exhibit 1, the undersigned, owner(s) of a parcel within Marcus Pointe Commerce Park, located in Escambia County and described in Exhibit 1, and more particularly in Exhibits A-1 and A-2 attached thereto, hereby agree(s) and consent(s) to the Amendments to the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, such amendments to be duly recorded by the Escambia County Board of County Commissioners and consistent with the Exhibit which has been attached to this Joinder.

Signed, sealed and delivered
in the presence of:

By: Charles Harold Cook
Charles Harold Cook

By: Charles Michael Cook
Charles Michael Cook

By: Charles Harold Cook
Charles Harold Cook
President, Rubber & Specialties, Inc.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of
Jan., 1995, by Charles Harold Cook, who did not take an oath and who:

☒ is/are personally known to me.
☐ produced current Florida driver's license as identification.
☐ produced current _____ as identification.

(Notary Seal must be affixed)

DIANNE S. GELLNER
"Notary Public-State of FL"
Comm. Exp. Mar 22, 1998
Comm. No. CC 363000

Dianne S. Gellner
Signature of Notary Public
Dianne S. Gellner
Name of Notary Printed
My Commission Expires: 3-22-98
Commission Number: CC 363000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of
Jan., 1995, by Charles Michael Cook, who did not take an oath and who:

☒ is/are personally known to me.
☐ produced current Florida driver's license as identification.
☐ produced current _____ as identification.

(Notary Seal must be affixed)

DIANNE S. GELLNER
"Notary Public-State of FL"
Comm. Exp. Mar 22, 1998
Comm. No. CC 363000

Dianne S. Gellner
Signature of Notary Public
Dianne S. Gellner
Name of Notary Printed
My Commission Expires: 3-22-98
Commission Number: CC 363000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of Jan., 1995, by Charles Harold Cook, President of Rubber & Specialties, Inc. who did not take an oath and who:

☒ is/are personally known to me.
☐ produced current Florida driver's license as identification.
☐ produced current _____ as identification.

(Notary Seal must be affixed)

DIANNE S. GELLNER
"Notary Public-State of FL"
Comm. Exp. Mar 22, 1998
Comm. No. CC 363000

Dianne S. Gellner
Signature of Notary Public

Dianne S. Gellner
Name of Notary Printed

My Commission Expires: 3-22-98

Commission Number: CC 363000

THIS INSTRUMENT PREPARED BY:
Daniel M. Le Vay, Assistant County Attorney
14 West Government Street, Rm 411
Pensacola, Florida 32501
(904) 436-5450

EXHIBIT 1
AMENDMENTS

TO

**USE REGULATIONS AND RESTRICTIVE COVENANTS APPLICABLE TO
PORTIONS OF MARCUS POINTE COMMERCE PARK.**

This amendment to the use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, located in the county of Escambia, State of Florida, is made and executed this ____ day of _____, 1995, by Escambia County Florida, a political subdivision of the State of Florida ("County"). Witnesseth:

WHEREAS, County is and continues to be the owner and developer of real property in Marcus Pointe Commerce Park ("Park"); and

WHEREAS, the Board of County Commissioners of Escambia County, Florida has established use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, which are recorded in OR Book 2931, Pages 063-082 and which are more particularly described herein at Exhibits A-1, A-2 and A-3; and

WHEREAS, County desires to clarify that the establishment of a child care center is consistent with the purposes of the Park; and

WHEREAS, these Amendments work to the benefit of the owners and occupants of the Park, and therefore constitute valuable consideration; and

WHEREAS, amendments to the restrictions contained herein have been consented to unanimously by owners of property within the Marcus Pointe Commerce Park and the Marcus Creek Partnership; and

NOW, THEREFORE effective as of date of recording this instrument in the public records of Escambia County, Florida, pertaining to real property described in Exhibits A-1, A-2 and A-3 of this document and in the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park at OR Book 2931, beginning at page 063, the pertinent portion of the use regulations and restrictive covenants shall be amended as provided below:

1. Section 5 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus

Pointe Commerce Park is hereby amended as follows:

Section 5. Duration. These regulations and restrictions shall govern the ownership, use and occupancy of the affected area until January 1, 2010 unless amended or extended. The owners of more than one-half ($\frac{1}{2}$), by area, of the affected area, may, prior to the termination of these regulations and restrictions, extend the same for an additional twenty (20) years by a written document, executed by them and recorded in the public records of Escambia County, Florida. Escambia County shall have the same rights as any other owner of land in the affected area with respect to such extension. In addition, Escambia County may, so long as it is the owner and developer of a portion of Marcus Pointe Commerce Park, make changes to these regulations and restrictions by written instrument recorded in the public records of Escambia County, Florida, provided, however, such amendments shall only affect the procedures and regulations contained herein and shall not alter the use for which the property may be utilized, except upon a determination that such alteration is consistent with the purpose of the park as set forth above. Amendments to these restrictions shall be subject to the consent of the Association by majority vote. The Association shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. If the Association fails to respond within thirty (30) days, the Amendments shall be deemed approved. Amendments to these restrictions shall also be subject to the consent of Marcus Creek Partnership, or its successors. Marcus Creek Partnership shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. The consent of Marcus Creek Partnership shall not be unreasonably withheld so long as any such amendments or modifications comply with the spirit and concepts contained herein. Escambia County shall, during such time, have the right to amend these regulations and restrictions so as to comply with changes in building codes, environmental regulations and similar applicable regulations. Escambia County shall (within the limits of its authority) during such period, have the right to waive minor departures from these regulations and restrictions upon determining that such departure is minor in nature and does not materially and adversely affect the rights of any other owners or occupants of the affected area and does not materially and adversely affect the regulatory scheme established by these regulations and restrictions. Further, all such variances or waivers of requirements, regulations and restrictions in place by Escambia County must be done in accordance with the ordinances which establish such requirements, regulations or restrictions.

2. Section 8 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park is hereby amended as follows:

Section 8. Obligation to Improve Land. Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, or that the owner has obtained all required State and County permits for such construction and that construction is underway within one year after the owner's acquisition thereof. Buildings and other improvements must be utilized for industrial, manufacturing, processing, fabricating or other productive uses as permitted in an ID-1 category defined by the County's Urban Area Land Use Regulations, as amended. In addition, uses ancillary to such productive uses will be allowed.

including a child care center and other amenities that are consistent with the purpose of the park and permitted in an ID-1 category defined by the County's Urban Land Use Regulations, as amended. No owner of land in the affected area may lease, sell or convey such land until he has improved the same with the improvements which he agreed, at the time of the acquisition of such lands, to construct thereon; provided, however, Escambia County may, if it finds that such sale or conveyance would promote the purposes for which the park has been established, consent to such lease or sale.

3. All other provisions of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park found in the official records of Escambia County at OR Book 2931, Pages 063-082 shall remain in full force and effect.

Approved this _____ day of _____ 1995 by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:

Willie J. Junior, Chairman

ATTEST: JOE A. FLOWERS,
COMPTROLLER

Deputy Clerk

MARCUS POINTE COMMERCE PARK

EXHIBIT A-1

LEGAL DESCRIPTION

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South 17°56'09" East for 958.20 feet; thence run South 54°53'31" West for 771.44 feet; thence run South 19°40'47" East for 635.03 feet; thence run South 70°56'51" West for 147.65 feet; thence run North 19°07'06" West for 149.90 feet; thence run South 70°57'14" West for 299.88 feet; thence run South 19°07'49" East for 645.69 feet; thence run North 71°28'45" East for 662.70 feet to the westerly right-of-way of Rambler Road (60 Ft. right-of-way); thence run South 18°53'35" East along said right-of-way for 264.53 feet for a Point of Beginning; thence run South 71°02'35" West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of 46°30'22"; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South 27°32'25" West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of 46°30'54"; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 71°02'03" West for 229.46 feet to the point of curve of circular curve concave to the Southeast having a radius of 412.97 feet and a central angle of 46°30'54"; thence run southwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 24°31'09" West for 138.08 feet to the point of curve of a circular curve concave to the Northwest having a radius of 204.22 feet and a central angle of 53°58'51" thence run southwesterly along the arc of said curve for 192.40 feet to the Point of Tangency; thence run South 78°30'00" West for 290.00 feet; thence run South 11°30'00" East for 80.00 feet; thence run North 78°30'00" East for 290.00 feet to the point of curve of a circular curve concave to the North having a radius of 284.22 feet and a central angle of 53°58'51"; thence run northeasterly along the arc of said curve for 267.78 feet to the Point of Tangency; thence run North 24°31'09" East for 138.08 feet to the point of curve of a circular curve concave to the Southeast having a radius of 332.97 feet and a central angle of 46°30'54"; thence run northeasterly along the arc of said curve for 270.32 feet to the Point of Tangency; thence run North 71°02'03" East for 229.46 feet to the point of curve of a circular curve concave to the South having a radius of 332.97 feet and a central angle of 46°30'54"; thence run southeasterly along the arc of said curve for 270.32 feet; thence run South 27°32'25" West for 20.00 Feet to a point on a circular curve concave to the North having a radius of 526.72 feet and a central angle of 46°30'22"; thence run northeasterly along the arc of said curve for 427.53 feet to the Point of Tangency; thence run North 71°02'35" East for 197.24 feet to the westerly right-of-way of Rambler Road (60' R/W); thence run North 18°57'25" West along said right-of-way for 120.00 feet to the Point of Beginning. Containing 4.33 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-2

LEGAL DESCRIPTION

50 feet either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East along said westerly right-of-way for 905.86 feet for a Point of Beginning; thence run South $54^{\circ}53'31''$ West for 1050.00 feet to the point of curve of a circular curve concave to the North having a radius of 1104.00 feet and a central angle of $34^{\circ}30'00''$; thence run westerly along the arc of said curve for 665.00 feet to the point of tangency; thence run South $89^{\circ}23'31''$ West for 225.00 feet to the point of curve of a circular curve concave to the South having a radius of 668.98 feet and a central angle of $29^{\circ}00'00''$; thence run westerly along the arc of said curve for 338.60 feet to the termination point of this description. Containing 5.23 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-3

LEGAL DESCRIPTION

30 ft. either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East for 958.20 feet; thence run South $54^{\circ}53'31''$ West for 771.44 feet; thence run South $19^{\circ}40'47''$ East for 635.03 feet; thence run South $70^{\circ}56'51''$ West for 147.65 feet; thence run North $19^{\circ}07'06''$ West for 149.90 feet; thence run South $70^{\circ}57'14''$ West for 299.88 feet; thence run South $19^{\circ}07'49''$ East for 645.69 feet; thence run North $71^{\circ}28'45''$ East for 662.70 feet to the westerly right-of-way of Rambler Road (60 ft. right-of-way); thence run South $18^{\circ}53'35''$ East along said right-of-way for 264.53 feet; thence run South $71^{\circ}02'35''$ West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of $46^{\circ}30'22''$; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South $27^{\circ}32'25''$ West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $71^{\circ}02'03''$ West for 205.00 feet for a Point of Beginning; thence run North $18^{\circ}57'58''$ West for 25.00 feet to the point of curve of a circular curve concave to the West having a radius of 1166.39 feet and a central angle of $18^{\circ}45'00''$; thence run northerly along the arc of said curve for 381.70 feet to the Point of Tangency; thence run North $37^{\circ}42'58''$ West for 445.00 feet to the point of curve of a circular curve concave to the east having a radius of 424.64 feet and a central angle of $38^{\circ}30'00''$; thence run northerly along the arc of said curve for 285.34 feet to the Point of Tangency; thence run North $00^{\circ}47'02''$ East for 95.00 feet to the termination point of this description. Containing 1.70 acres more or less.

OR Bk4029 Pg0113
INSTRUMENT 00316985

JOINDER

JOINDER BY C/C NETWORKS CO., INC.

In exchange for the benefits conferred directly and indirectly by the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park as attached hereto as Exhibit 1, the undersigned, owner(s) of a parcel within Marcus Pointe Commerce Park, located in Escambia County and described in Exhibit 1, and more particularly in Exhibits A-1, A-2 and A-3 attached thereto, hereby agree(s) and consent(s) to the Amendments to the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, such amendments to be duly recorded by the Escambia County Board of County Commissioners and consistent with the Exhibit which has been attached to this Joinder.

Signed, sealed and delivered
in the presence of:

Rachel Robinson

Valerie E. Nichols

By: George E. Greene
George E. Greene
President, C/C Networks Co., Inc.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9TH day of February, 1995, by
George E. Greene, President of C/C Networks Co., Inc. who did not take an oath and who:

☒ is/are personally known to me.

☐ produced current Florida driver's license as identification.

☐ produced current _____ as identification.

Cara J. Gray
Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed _____
My Commission Expires: _____
Commission Number: _____
Cara J. Gray
Notary Public - State of Florida
Commission #CC111889
My Commission Expires: May 22, 1996

THIS INSTRUMENT PREPARED BY:
Daniel M. Le Vay, Assistant County Attorney
14 West Government Street, Rm 411
Pensacola, Florida 32501
(904) 436-5450

EXHIBIT 1
AMENDMENTS

TO

**USE REGULATIONS AND RESTRICTIVE COVENANTS APPLICABLE TO
PORTIONS OF MARCUS POINTE COMMERCE PARK.**

This amendment to the use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, located in the county of Escambia, State of Florida, is made and executed this ____ day of _____, 1995, by Escambia County Florida, a political subdivision of the State of Florida ("County"). Witnesseth:

WHEREAS, County is and continues to be the owner and developer of real property in Marcus Pointe Commerce Park ("Park"); and

WHEREAS, the Board of County Commissioners of Escambia County, Florida has established use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, which are recorded in OR Book 2931, Pages 063-082 and which are more particularly described herein at Exhibits A-1, A-2 and A-3; and

WHEREAS, County desires to clarify that the establishment of a child care center is consistent with the purposes of the Park; and

WHEREAS, these Amendments work to the benefit of the owners and occupants of the Park, and therefore constitute valuable consideration; and

WHEREAS, amendments to the restrictions contained herein have been consented to unanimously by owners of property within the Marcus Pointe Commerce Park and the Marcus Creek Partnership; and

NOW, THEREFORE effective as of date of recording this instrument in the public records of Escambia County, Florida, pertaining to real property described in Exhibits A-1, A-2 and A-3 of this document and in the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park at OR Book 2931, beginning at page 063, the pertinent portion of the use regulations and restrictive covenants shall be amended as provided below:

1. Section 5 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus

Pointe Commerce Park is hereby amended as follows:

Section 5. Duration. These regulations and restrictions shall govern the ownership, use and occupancy of the affected area until January 1, 2010 unless amended or extended. The owners of more than one-half (½), by area, of the affected area, may, prior to the termination of these regulations and restrictions, extend the same for an additional twenty (20) years by a written document, executed by them and recorded in the public records of Escambia County, Florida. Escambia County shall have the same rights as any other owner of land in the affected area with respect to such extension. In addition, Escambia County may, so long as it is the owner and developer of a portion of Marcus Pointe Commerce Park, make changes to these regulations and restrictions by written instrument recorded in the public records of Escambia County, Florida, provided, however, such amendments shall only affect the procedures and regulations contained herein and shall not alter the use for which the property may be utilized, except upon a determination that such alteration is consistent with the purpose of the park as set forth above. Amendments to these restrictions shall be subject to the consent of the Association by majority vote. The Association shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. If the Association fails to respond within thirty (30) days, the Amendments shall be deemed approved. Amendments to these restrictions shall also be subject to the consent of Marcus Creek Partnership, or its successors. Marcus Creek Partnership shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. The consent of Marcus Creek Partnership shall not be unreasonably withheld so long as any such amendments or modifications comply with the spirit and concepts contained herein. Escambia County shall, during such time, have the right to amend these regulations and restrictions so as to comply with changes in building codes, environmental regulations and similar applicable regulations. Escambia County shall (within the limits of its authority) during such period, have the right to waive minor departures from these regulations and restrictions upon determining that such departure is minor in nature and does not materially and adversely affect the rights of any other owners or occupants of the affected area and does not materially and adversely affect the regulatory scheme established by these regulations and restrictions. Further, all such variances or waivers of requirements, regulations and restrictions in place by Escambia County must be done in accordance with the ordinances which establish such requirements, regulations or restrictions.

2. Section 8 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park is hereby amended as follows:

Section 8. Obligation to Improve Land. Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, or that the owner has obtained all required State and County permits for such construction and that construction is underway within one year after the owner's acquisition thereof. Buildings and other improvements must be utilized for industrial, manufacturing, processing, fabricating or other productive uses as permitted in an ID-1 category defined by the County's Urban Area Land Use Regulations, as amended. In addition, uses ancillary to such productive uses will be allowed.

including a child care center and other amenities that are consistent with the purpose of the park and permitted in an ID-1 category defined by the County's Urban Land Use Regulations, as amended. No owner of land in the affected area may lease, sell or convey such land until he has improved the same with the improvements which he agreed, at the time of the acquisition of such lands, to construct thereon; provided, however, Escambia County may, if it finds that such sale or conveyance would promote the purposes for which the park has been established, consent to such lease or sale.

3. All other provisions of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park found in the official records of Escambia County at OR Book 2931, Pages 063-082 shall remain in full force and effect.

Approved this _____ day of _____ 1995 by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:

Willie J. Junior, Chairman

ATTEST: JOE A. FLOWERS,
COMPTROLLER

Deputy Clerk

MARCUS POINTE COMMERCE PARK

EXHIBIT A-1

LEGAL DESCRIPTION

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way): thence run South $17^{\circ}56'09''$ East for 958.20 feet; thence run South $54^{\circ}53'31''$ West for 771.44 feet; thence run South $19^{\circ}40'47''$ East for 635.03 feet; thence run South $70^{\circ}56'51''$ West for 147.65 feet; thence run North $19^{\circ}07'06''$ West for 149.90 feet; thence run South $70^{\circ}57'14''$ West for 299.88 feet; thence run South $19^{\circ}07'49''$ East for 645.69 feet; thence run North $71^{\circ}28'45''$ East for 662.70 feet to the westerly right-of-way of Rambler Road (60 Ft. right-of-way); thence run South $18^{\circ}53'35''$ East along said right-of-way for 264.53 feet for a Point of Beginning; thence run South $71^{\circ}02'35''$ West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of $46^{\circ}30'22''$; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South $27^{\circ}32'25''$ West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $71^{\circ}02'03''$ West for 229.46 feet to the point of curve of circular curve concave to the Southeast having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run southwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $24^{\circ}31'09''$ West for 138.08 feet to the point of curve of a circular curve concave to the Northwest having a radius of 204.22 feet and a central angle of $53^{\circ}58'51''$; thence run southwesterly along the arc of said curve for 192.40 feet to the Point of Tangency; thence run South $78^{\circ}30'00''$ West for 290.00 feet; thence run South $11^{\circ}30'00''$ East for 80.00 feet; thence run North $78^{\circ}30'00''$ East for 290.00 feet to the point of curve of a circular curve concave to the North having a radius of 284.22 feet and a central angle of $53^{\circ}58'51''$; thence run northeasterly along the arc of said curve for 267.78 feet to the Point of Tangency; thence run North $24^{\circ}31'09''$ East for 138.08 feet to the point of curve of a circular curve concave to the Southeast having a radius of 332.97 feet and a central angle of $46^{\circ}30'54''$; thence run northeasterly along the arc of said curve for 270.32 feet to the Point of Tangency; thence run North $71^{\circ}02'03''$ East for 229.46 feet to the point of curve of a circular curve concave to the South having a radius of 332.97 feet and a central angle of $46^{\circ}30'54''$; thence run southeasterly along the arc of said curve for 270.32 feet; thence run South $27^{\circ}32'25''$ West for 20.00 Feet to a point on a circular curve concave to the North having a radius of 526.72 feet and a central angle of $46^{\circ}30'22''$; thence run northeasterly along the arc of said curve for 427.53 feet to the Point of Tangency; thence run North $71^{\circ}02'35''$ East for 197.24 feet to the westerly right-of-way of Rambler Road (60' R/W); thence run North $18^{\circ}57'25''$ West along said right-of-way for 120.00 feet to the Point of Beginning. Containing 4.33 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-2

LEGAL DESCRIPTION

50 feet either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South 17°56'09" East along said westerly right-of-way for 905.86 feet for a Point of Beginning; thence run South 54°53'31" West for 1050.00 feet to the point of curve of a circular curve concave to the North having a radius of 1104.00 feet and a central angle of 34°30'00"; thence run westerly along the arc of said curve for 665.00 feet to the point of tangency; thence run South 89°23'31" West for 225.00 feet to the point of curve of a circular curve concave to the South having a radius of 668.98 feet and a central angle of 29°00'00"; thence run westerly along the arc of said curve for 338.60 feet to the termination point of this description. Containing 5.23 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-3

LEGAL DESCRIPTION

30 ft. either side of a line described as follows:

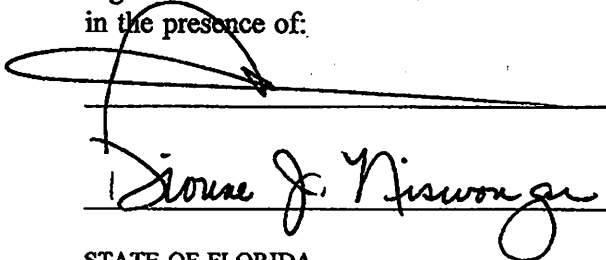
Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East for 958.20 feet; thence run South $54^{\circ}53'31''$ West for 771.44 feet; thence run South $19^{\circ}40'47''$ East for 635.03 feet; thence run South $70^{\circ}56'51''$ West for 147.65 feet; thence run North $19^{\circ}07'06''$ West for 149.90 feet; thence run South $70^{\circ}57'14''$ West for 299.88 feet; thence run South $19^{\circ}07'49''$ East for 645.69 feet; thence run North $71^{\circ}28'45''$ East for 662.70 feet to the westerly right-of-way of Rambler Road (60 ft. right-of-way); thence run South $18^{\circ}53'35''$ East along said right-of-way for 264.53 feet; thence run South $71^{\circ}02'35''$ West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of $46^{\circ}30'22''$; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South $27^{\circ}32'25''$ West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $71^{\circ}02'03''$ West for 205.00 feet for a Point of Beginning; thence run North $18^{\circ}57'58''$ West for 25.00 feet to the point of curve of a circular curve concave to the West having a radius of 1166.39 feet and a central angle of $18^{\circ}45'00''$; thence run northerly along the arc of said curve for 381.70 feet to the Point of Tangency; thence run North $37^{\circ}42'58''$ West for 445.00 feet to the point of curve of a circular curve concave to the east having a radius of 424.64 feet and a central angle of $38^{\circ}30'00''$; thence run northerly along the arc of said curve for 285.34 feet to the Point of Tangency; thence run North $00^{\circ}47'02''$ East for 95.00 feet to the termination point of this description. Containing 1.70 acres more or less.

JOINDER


JOINDER BY MARCUS CREEK PARTNERSHIP

In exchange for the benefits conferred directly and indirectly by the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park as attached hereto as Exhibit 1, Marcus Creek Partnership, hereby approves of and consents to the Amendments to the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, located in Escambia County and described in Exhibit 1, and more particularly in Exhibits A-1, A-2 and A-3 attached thereto, such amendments to be duly recorded by the Escambia County Board of County Commissioners and consistent with Exhibit 1 to this Joinder.

Signed, sealed and delivered
in the presence of:


Dionne J. Niswonger

STATE OF FLORIDA
COUNTY OF ESCAMBIA

By: 
Neal Nash, Executive Vice-President
Marcus Creek Properties, Inc.
General Partner, Marcus Creek Partnership

The foregoing instrument was acknowledged before me this 27 day of April, 1995, by Neal Nash, Executive Vice President of Marcus Creek Properties, Inc. and General Partner of Marcus Creek Partnership who did not take an oath and who:

☒ is/are personally known to me.
☐ produced current Florida driver's license as identification.
☐ produced current _____ as identification.

(Notary Seal must be affixed)

THIS INSTRUMENT PREPARED BY:
Daniel M. Le Vay, Assistant County Attorney
14 West Government Street, Rm 411
Pensacola, Florida 32501
(904) 436-5450


Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

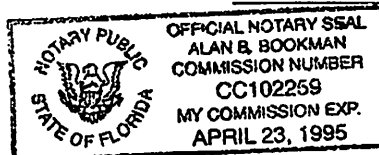


EXHIBIT 1
AMENDMENTS

TO

**USE REGULATIONS AND RESTRICTIVE COVENANTS APPLICABLE TO
PORTIONS OF MARCUS POINTE COMMERCE PARK.**

This amendment to the use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, located in the county of Escambia, State of Florida, is made and executed this ____ day of _____, 1995, by Escambia County Florida, a political subdivision of the State of Florida ("County"). Witnesseth:

WHEREAS, County is and continues to be the owner and developer of real property in Marcus Pointe Commerce Park ("Park"); and

WHEREAS, the Board of County Commissioners of Escambia County, Florida has established use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, which are recorded in OR Book 2931, Pages 063-082 and which are more particularly described herein at Exhibits A-1, A-2 and A-3; and

WHEREAS, County desires to clarify that the establishment of a child care center is consistent with the purposes of the Park; and

WHEREAS, these Amendments work to the benefit of the owners and occupants of the Park, and therefore constitute valuable consideration; and

WHEREAS, amendments to the restrictions contained herein have been consented to unanimously by owners of property within the Marcus Pointe Commerce Park and the Marcus Creek Partnership; and

NOW, THEREFORE effective as of date of recording this instrument in the public records of Escambia County, Florida, pertaining to real property described in Exhibits A-1, A-2 and A-3 of this document and in the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park at OR Book 2931, beginning at page 063, the pertinent portion of the use regulations and restrictive covenants shall be amended as provided below:

1. Section 5 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus

Pointe Commerce Park is hereby amended as follows:

Section 5. Duration. These regulations and restrictions shall govern the ownership, use and occupancy of the affected area until January 1, 2010 unless amended or extended. The owners of more than one-half (½), by area, of the affected area, may, prior to the termination of these regulations and restrictions, extend the same for an additional twenty (20) years by a written document, executed by them and recorded in the public records of Escambia County, Florida. Escambia County shall have the same rights as any other owner of land in the affected area with respect to such extension. In addition, Escambia County may, so long as it is the owner and developer of a portion of Marcus Pointe Commerce Park, make changes to these regulations and restrictions by written instrument recorded in the public records of Escambia County, Florida, provided, however, such amendments shall only affect the procedures and regulations contained herein and shall not alter the use for which the property may be utilized, except upon a determination that such alteration is consistent with the purpose of the park as set forth above. Amendments to these restrictions shall be subject to the consent of the Association by majority vote. The Association shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. If the Association fails to respond within thirty (30) days, the Amendments shall be deemed approved. Amendments to these restrictions shall also be subject to the consent of Marcus Creek Partnership, or its successors. Marcus Creek Partnership shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. The consent of Marcus Creek Partnership shall not be unreasonably withheld so long as any such amendments or modifications comply with the spirit and concepts contained herein. Escambia County shall, during such time, have the right to amend these regulations and restrictions so as to comply with changes in building codes, environmental regulations and similar applicable regulations. Escambia County shall (within the limits of its authority) during such period, have the right to waive minor departures from these regulations and restrictions upon determining that such departure is minor in nature and does not materially and adversely affect the rights of any other owners or occupants of the affected area and does not materially and adversely affect the regulatory scheme established by these regulations and restrictions. Further, all such variances or waivers of requirements, regulations and restrictions in place by Escambia County must be done in accordance with the ordinances which establish such requirements, regulations or restrictions.

2. Section 8 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park is hereby amended as follows:

Section 8. Obligation to Improve Land. Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, or that the owner has obtained all required State and County permits for such construction and that construction is underway within one year after the owner's acquisition thereof. Buildings and other improvements must be utilized for industrial, manufacturing, processing, fabricating or other productive uses as permitted in an ID-1 category defined by the County's Urban Area Land Use Regulations, as amended. In addition, uses ancillary to such productive uses will be allowed.

including a child care center and other amenities that are consistent with the purpose of the park and permitted in an ID-1 category defined by the County's Urban Land Use Regulations, as amended. No owner of land in the affected area may lease, sell or convey such land until he has improved the same with the improvements which he agreed, at the time of the acquisition of such lands, to construct thereon; provided, however, Escambia County may, if it finds that such sale or conveyance would promote the purposes for which the park has been established, consent to such lease or sale.

3. All other provisions of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park found in the official records of Escambia County at OR Book 2931, Pages 063-082 shall remain in full force and effect.

Approved this _____ day of _____ 1995 by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:

Willie J. Junior, Chairman

ATTEST: JOE A. FLOWERS,
COMPTROLLER

Deputy Clerk

MARCUS POINTE COMMERCE PARK

EXHIBIT A-1

LEGAL DESCRIPTION

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South 17°56'09" East for 958.20 feet; thence run South 54°53'31" West for 771.44 feet; thence run South 19°40'47" East for 635.03 feet; thence run South 70°56'51" West for 147.65 feet; thence run North 19°07'06" West for 149.90 feet; thence run South 70°57'14" West for 299.88 feet; thence run South 19°07'49" East for 645.69 feet; thence run North 71°28'45" East for 662.70 feet to the westerly right-of-way of Rambler Road (60 Ft. right-of-way); thence run South 18°53'35" East along said right-of-way for 264.53 feet for a Point of Beginning; thence run South 71°02'35" West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of 46°30'22"; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South 27°32'25" West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of 46°30'54"; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 71°02'03" West for 229.46 feet to the point of curve of circular curve concave to the Southeast having a radius of 412.97 feet and a central angle of 46°30'54"; thence run southwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 24°31'09" West for 138.08 feet to the point of curve of a circular curve concave to the Northwest having a radius of 204.22 feet and a central angle of 53°58'51" thence run southwesterly along the arc of said curve for 192.40 feet to the Point of Tangency; thence run South 78°30'00" West for 290.00 feet; thence run South 11°30'00" East for 80.00 feet; thence run North 78°30'00" East for 290.00 feet to the point of curve of a circular curve concave to the North having a radius of 284.22 feet and a central angle of 53°58'51"; thence run northeasterly along the arc of said curve for 267.78 feet to the Point of Tangency; thence run North 24°31'09" East for 138.08 feet to the point of curve of a circular curve concave to the Southeast having a radius of 332.97 feet and a central angle of 46°30'54"; thence run northeasterly along the arc of said curve for 270.32 feet to the Point of Tangency; thence run North 71°02'03" East for 229.46 feet to the point of curve of a circular curve concave to the South having a radius of 332.97 feet and a central angle of 46°30'54"; thence run southeasterly along the arc of said curve for 270.32 feet; thence run South 27°32'25" West for 20.00 Feet to a point on a circular curve concave to the North having a radius of 526.72 feet and a central angle of 46°30'22"; thence run northeasterly along the arc of said curve for 427.53 feet to the Point of Tangency; thence run North 71°02'35" East for 197.24 feet to the westerly right-of-way of Rambler Road (60' R/W); thence run North 18°57'25" West along said right-of-way for 120.00 feet to the Point of Beginning. Containing 4.33 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-2

LEGAL DESCRIPTION

50 feet either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South 17°56'09" East along said westerly right-of-way for 905.86 feet for a Point of Beginning; thence run South 54°53'31" West for 1050.00 feet to the point of curve of a circular curve concave to the North having a radius of 1104.00 feet and a central angle of 34°30'00"; thence run westerly along the arc of said curve for 665.00 feet to the point of tangency; thence run South 89°23'31" West for 225.00 feet to the point of curve of a circular curve concave to the South having a radius of 668.98 feet and a central angle of 29°00'00"; thence run westerly along the arc of said curve for 338.60 feet to the termination point of this description. Containing 5.23 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-3

LEGAL DESCRIPTION

30 ft. either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East for 958.20 feet; thence run South $54^{\circ}53'31''$ West for 771.44 feet; thence run South $19^{\circ}40'47''$ East for 635.03 feet; thence run South $70^{\circ}56'51''$ West for 147.65 feet; thence run North $19^{\circ}07'06''$ West for 149.90 feet; thence run South $70^{\circ}57'14''$ West for 299.88 feet; thence run South $19^{\circ}07'49''$ East for 645.69 feet; thence run North $71^{\circ}28'45''$ East for 662.70 feet to the westerly right-of-way of Rambler Road (60 ft. right-of-way); thence run South $18^{\circ}53'35''$ East along said right-of-way for 264.53 feet; thence run South $71^{\circ}02'35''$ West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of $46^{\circ}30'22''$; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South $27^{\circ}32'25''$ West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $71^{\circ}02'03''$ West for 205.00 feet for a Point of Beginning; thence run North $18^{\circ}57'58''$ West for 25.00 feet to the point of curve of a circular curve concave to the West having a radius of 1166.39 feet and a central angle of $18^{\circ}45'00''$; thence run northerly along the arc of said curve for 381.70 feet to the Point of Tangency; thence run North $37^{\circ}42'58''$ West for 445.00 feet to the point of curve of a circular curve concave to the east having a radius of 424.64 feet and a central angle of $38^{\circ}30'00''$; thence run northerly along the arc of said curve for 285.34 feet to the Point of Tangency; thence run North $00^{\circ}47'02''$ East for 95.00 feet to the termination point of this description. Containing 1.70 acres more or less.

JOINDER

JOINDER BY CONSULTING ENGINEERING SERVICES, INC.

In exchange for the benefits conferred directly and indirectly by the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park as attached hereto as Exhibit 1, the undersigned, owner(s) of a parcel within Marcus Pointe Commerce Park, located in Escambia County and described in Exhibit 1, and more particularly in Exhibits A-1, A-2 and A-3 attached thereto, hereby agree(s) and consent(s) to the Amendments to the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, such amendments to be duly recorded by the Escambia County Board of County Commissioners and consistent with the Exhibit which has been attached to this Joinder.

Signed, sealed and delivered
in the presence of:

Robin L. Matthews

Kathryn A. Freeman

By: Norris Campbell
Norris Campbell, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of January, 1995, by Norris Campbell, President of Consulting Engineering Services, Inc., who did not take an oath and who is/are personally known to me.
produced current Florida driver's license as identification.
produced current _____ as identification.

Michael J. Groves
Signature of Notary Public

(Notary Seal must be affixed)

THIS INSTRUMENT PREPARED BY:
Daniel M. Le Vay, Assistant County Attorney
14 West Government Street, Rm 411
Pensacola, Florida 32501
(904) 436-5450

Name of Notary Printed
My Commission Expires:
Commission Number:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Dec. 5, 1995.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

EXHIBIT 1
AMENDMENTS

TO

**USE REGULATIONS AND RESTRICTIVE COVENANTS APPLICABLE TO
PORTIONS OF MARCUS POINTE COMMERCE PARK.**

This amendment to the use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, located in the county of Escambia, State of Florida, is made and executed this ____ day of _____, 1995, by Escambia County Florida, a political subdivision of the State of Florida ("County"). Witnesseth:

WHEREAS, County is and continues to be the owner and developer of real property in Marcus Pointe Commerce Park ("Park"); and

WHEREAS, the Board of County Commissioners of Escambia County, Florida has established use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, which are recorded in OR Book 2931, Pages 063-082 and which are more particularly described herein at Exhibits A-1, A-2 and A-3; and

WHEREAS, County desires to clarify that the establishment of a child care center is consistent with the purposes of the Park; and

WHEREAS, these Amendments work to the benefit of the owners and occupants of the Park, and therefore constitute valuable consideration; and

WHEREAS, amendments to the restrictions contained herein have been consented to unanimously by owners of property within the Marcus Pointe Commerce Park and the Marcus Creek Partnership; and

NOW, THEREFORE effective as of date of recording this instrument in the public records of Escambia County, Florida, pertaining to real property described in Exhibits A-1, A-2 and A-3 of this document and in the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park at OR Book 2931, beginning at page 063, the pertinent portion of the use regulations and restrictive covenants shall be amended as provided below:

1. Section 5 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus

Pointe Commerce Park is hereby amended as follows:

Section 5. Duration. These regulations and restrictions shall govern the ownership, use and occupancy of the affected area until January 1, 2010 unless amended or extended. The owners of more than one-half ($\frac{1}{2}$), by area, of the affected area, may, prior to the termination of these regulations and restrictions, extend the same for an additional twenty (20) years by a written document, executed by them and recorded in the public records of Escambia County, Florida. Escambia County shall have the same rights as any other owner of land in the affected area with respect to such extension. In addition, Escambia County may, so long as it is the owner and developer of a portion of Marcus Pointe Commerce Park, make changes to these regulations and restrictions by written instrument recorded in the public records of Escambia County, Florida, provided, however, such amendments shall only affect the procedures and regulations contained herein and shall not alter the use for which the property may be utilized, except upon a determination that such alteration is consistent with the purpose of the park as set forth above. Amendments to these restrictions shall be subject to the consent of the Association by majority vote. The Association shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. If the Association fails to respond within thirty (30) days, the Amendments shall be deemed approved. Amendments to these restrictions shall also be subject to the consent of Marcus Creek Partnership, or its successors. Marcus Creek Partnership shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. The consent of Marcus Creek Partnership shall not be unreasonably withheld so long as any such amendments or modifications comply with the spirit and concepts contained herein. Escambia County shall, during such time, have the right to amend these regulations and restrictions so as to comply with changes in building codes, environmental regulations and similar applicable regulations. Escambia County shall (within the limits of its authority) during such period, have the right to waive minor departures from these regulations and restrictions upon determining that such departure is minor in nature and does not materially and adversely affect the rights of any other owners or occupants of the affected area and does not materially and adversely affect the regulatory scheme established by these regulations and restrictions. Further, all such variances or waivers of requirements, regulations and restrictions in place by Escambia County must be done in accordance with the ordinances which establish such requirements, regulations or restrictions.

2. Section 8 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park is hereby amended as follows:

Section 8. Obligation to Improve Land. Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, or that the owner has obtained all required State and County permits for such construction and that construction is underway within one year after the owner's acquisition thereof. Buildings and other improvements must be utilized for industrial, manufacturing, processing, fabricating or other productive uses as permitted in an ID-1 category defined by the County's Urban Area Land Use Regulations, as amended. In addition, uses ancillary to such productive uses will be allowed.

including a child care center and other amenities that are consistent with the purpose of the park and permitted in an ID-1 category defined by the County's Urban Land Use Regulations, as amended. No owner of land in the affected area may lease, sell or convey such land until he has improved the same with the improvements which he agreed, at the time of the acquisition of such lands, to construct thereon; provided, however, Escambia County may, if it finds that such sale or conveyance would promote the purposes for which the park has been established, consent to such lease or sale.

3. All other provisions of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park found in the official records of Escambia County at OR Book 2931, Pages 063-082 shall remain in full force and effect.

Approved this _____ day of _____ 1995 by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:

Willie J. Junior, Chairman

ATTEST: JOE A. FLOWERS,
COMPTROLLER

Deputy Clerk

MARCUS POINTE COMMERCE PARK

EXHIBIT A-1

LEGAL DESCRIPTION

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way): thence run South $17^{\circ}56'09''$ East for 958.20 feet; thence run South $54^{\circ}53'31''$ West for 771.44 feet; thence run South $19^{\circ}40'47''$ East for 635.03 feet; thence run South $70^{\circ}56'51''$ West for 147.65 feet; thence run North $19^{\circ}07'06''$ West for 149.90 feet; thence run South $70^{\circ}57'14''$ West for 299.88 feet; thence run South $19^{\circ}07'49''$ East for 645.69 feet; thence run North $71^{\circ}28'45''$ East for 662.70 feet to the westerly right-of-way of Rambler Road (60 Ft. right-of-way); thence run South $18^{\circ}53'35''$ East along said right-of-way for 264.53 feet for a Point of Beginning; thence run South $71^{\circ}02'35''$ West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of $46^{\circ}30'22''$; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South $27^{\circ}32'25''$ West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $71^{\circ}02'03''$ West for 229.46 feet to the point of curve of circular curve concave to the Southeast having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run southwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $24^{\circ}31'09''$ West for 138.08 feet to the point of curve of a circular curve concave to the Northwest having a radius of 204.22 feet and a central angle of $53^{\circ}58'51''$; thence run southwesterly along the arc of said curve for 192.40 feet to the Point of Tangency; thence run South $78^{\circ}30'00''$ West for 290.00 feet; thence run South $11^{\circ}30'00''$ East for 80.00 feet; thence run North $78^{\circ}30'00''$ East for 290.00 feet to the point of curve of a circular curve concave to the North having a radius of 284.22 feet and a central angle of $53^{\circ}58'51''$; thence run northeasterly along the arc of said curve for 267.78 feet to the Point of Tangency; thence run North $24^{\circ}31'09''$ East for 138.08 feet to the point of curve of a circular curve concave to the Southeast having a radius of 332.97 feet and a central angle of $46^{\circ}30'54''$; thence run northeasterly along the arc of said curve for 270.32 feet to the Point of Tangency; thence run North $71^{\circ}02'03''$ East for 229.46 feet to the point of curve of a circular curve concave to the South having a radius of 332.97 feet and a central angle of $46^{\circ}30'54''$; thence run southeasterly along the arc of said curve for 270.32 feet; thence run South $27^{\circ}32'25''$ West for 20.00 Feet to a point on a circular curve concave to the North having a radius of 526.72 feet and a central angle of $46^{\circ}30'22''$; thence run northeasterly along the arc of said curve for 427.53 feet to the Point of Tangency; thence run North $71^{\circ}02'35''$ East for 197.24 feet to the westerly right-of-way of Rambler Road (60' R/W); thence run North $18^{\circ}57'25''$ West along said right-of-way for 120.00 feet to the Point of Beginning. Containing 4.33 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-2

LEGAL DESCRIPTION

50 feet either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East along said westerly right-of-way for 905.86 feet for a Point of Beginning; thence run South $54^{\circ}53'31''$ West for 1050.00 feet to the point of curve of a circular curve concave to the North having a radius of 1104.00 feet and a central angle of $34^{\circ}30'00''$; thence run westerly along the arc of said curve for 665.00 feet to the point of tangency; thence run South $89^{\circ}23'31''$ West for 225.00 feet to the point of curve of a circular curve concave to the South having a radius of 668.98 feet and a central angle of $29^{\circ}00'00''$; thence run westerly along the arc of said curve for 338.60 feet to the termination point of this description. Containing 5.23 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-3

LEGAL DESCRIPTION

30 ft. either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South 17°56'09" East for 958.20 feet; thence run South 54°53'31" West for 771.44 feet; thence run South 19°40'47" East for 635.03 feet; thence run South 70°56'51" West for 147.65 feet; thence run North 19°07'06" West for 149.90 feet; thence run South 70°57'14" West for 299.88 feet; thence run South 19°07'49" East for 645.69 feet; thence run North 71°28'45" East for 662.70 feet to the westerly right-of-way of Rambler Road (60 ft. right-of-way); thence run South 18°53'35" East along said right-of-way for 264.53 feet; thence run South 71°02'35" West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of 46°30'22"; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South 27°32'25" West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of 46°30'54"; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 71°02'03" West for 205.00 feet for a Point of Beginning; thence run North 18°57'58" West for 25.00 feet to the point of curve of a circular curve concave to the West having a radius of 1166.39 feet and a central angle of 18°45'00"; thence run northerly along the arc of said curve for 381.70 feet to the Point of Tangency; thence run North 37°42'58" West for 445.00 feet to the point of curve of a circular curve concave to the east having a radius of 424.64 feet and a central angle of 38°30'00"; thence run northerly along the arc of said curve for 285.34 feet to the Point of Tangency; thence run North 00°47'02" East for 95.00 feet to the termination point of this description. Containing 1.70 acres more or less.

JOINDER

JOINDER BY TERHAAR-CRONLEY INVESTMENT PARTNERSHIP

In exchange for the benefits conferred directly and indirectly by the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park as attached hereto as Exhibit 1, the undersigned, owner(s) of a parcel within Marcus Pointe Commerce Park, located in Escambia County and described in Exhibit 1, and more particularly in Exhibits A-1, A-2 and A-3 attached thereto, hereby agree(s) and consent(s) to the Amendments to the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, such amendments to be duly recorded by the Escambia County Board of County Commissioners and consistent with the Exhibit which has been attached to this Joinder.

Signed, sealed and delivered
in the presence of:

Anna M. Palmer

Anna M. Palmer

Jessica N. Brown

Jessica N. Brown

By: Anthony L. Terhaar
Anthony L. Terhaar, General Partner

By: James D. Cronley
James D. Cronley, General Partner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of January, 1995, by Anthony L. Terhaar, General Partner of Terhaar-Cronley Investment Partnership who did not take an oath and who:

☒ (is)are personally known to me.
☐ produced current Florida driver's license as identification.
☐ produced current _____ as identification.



Notary Public, State of Florida
JANET K. BOYLAN
My Comm. Exp. Feb. 2, 1997
Comm. No. CC 256680
(Notary Seal must be affixed)

Janet K. Boylan
Signature of Notary Public

JANET K. BOYLAN
Name of Notary Printed

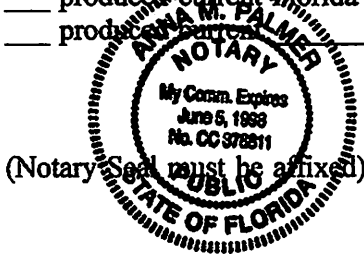
My Commission Expires: 2/2/97

Commission Number: CC 256680

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of January, 1995, by James D. Cronley, General Partner of Terhaar-Cronley Investment Partnership who did not take an oath and who:

☒ (is)are personally known to me.
☐ produced current Florida driver's license as identification.
☐ produced _____ as identification.



(Notary Seal must be affixed)

Anna M. Palmer
Signature of Notary Public

Anna M. Palmer
Name of Notary Printed

My Commission Expires: 6-5-98

Commission Number: 378811

THIS INSTRUMENT PREPARED BY:
Daniel M. Le Vay, Assistant County Attorney
14 West Government Street, Rm 411
Pensacola, Florida 32501
(904) 436-5450

EXHIBIT 1
AMENDMENTS

TO

**USE REGULATIONS AND RESTRICTIVE COVENANTS APPLICABLE TO
PORTIONS OF MARCUS POINTE COMMERCE PARK.**

This amendment to the use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, located in the county of Escambia, State of Florida, is made and executed this ____ day of _____, 1995, by Escambia County Florida, a political subdivision of the State of Florida ("County"). Witnesseth:

WHEREAS, County is and continues to be the owner and developer of real property in Marcus Pointe Commerce Park ("Park"); and

WHEREAS, the Board of County Commissioners of Escambia County, Florida has established use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, which are recorded in OR Book 2931, Pages 063-082 and which are more particularly described herein at Exhibits A-1, A-2 and A-3; and

WHEREAS, County desires to clarify that the establishment of a child care center is consistent with the purposes of the Park; and

WHEREAS, these Amendments work to the benefit of the owners and occupants of the Park, and therefore constitute valuable consideration; and

WHEREAS, amendments to the restrictions contained herein have been consented to unanimously by owners of property within the Marcus Pointe Commerce Park and the Marcus Creek Partnership; and

NOW, THEREFORE effective as of date of recording this instrument in the public records of Escambia County, Florida, pertaining to real property described in Exhibits A-1, A-2 and A-3 of this document and in the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park at OR Book 2931, beginning at page 063, the pertinent portion of the use regulations and restrictive covenants shall be amended as provided below:

1. Section 5 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus

Pointe Commerce Park is hereby amended as follows:

Section 5. Duration. These regulations and restrictions shall govern the ownership, use and occupancy of the affected area until January 1, 2010 unless amended or extended. The owners of more than one-half (½), by area, of the affected area, may, prior to the termination of these regulations and restrictions, extend the same for an additional twenty (20) years by a written document, executed by them and recorded in the public records of Escambia County, Florida. Escambia County shall have the same rights as any other owner of land in the affected area with respect to such extension. In addition, Escambia County may, so long as it is the owner and developer of a portion of Marcus Pointe Commerce Park, make changes to these regulations and restrictions by written instrument recorded in the public records of Escambia County, Florida, provided, however, such amendments shall only affect the procedures and regulations contained herein and shall not alter the use for which the property may be utilized, except upon a determination that such alteration is consistent with the purpose of the park as set forth above. Amendments to these restrictions shall be subject to the consent of the Association by majority vote. The Association shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. If the Association fails to respond within thirty (30) days, the Amendments shall be deemed approved. Amendments to these restrictions shall also be subject to the consent of Marcus Creek Partnership, or its successors. Marcus Creek Partnership shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. The consent of Marcus Creek Partnership shall not be unreasonably withheld so long as any such amendments or modifications comply with the spirit and concepts contained herein. Escambia County shall, during such time, have the right to amend these regulations and restrictions so as to comply with changes in building codes, environmental regulations and similar applicable regulations. Escambia County shall (within the limits of its authority) during such period, have the right to waive minor departures from these regulations and restrictions upon determining that such departure is minor in nature and does not materially and adversely affect the rights of any other owners or occupants of the affected area and does not materially and adversely affect the regulatory scheme established by these regulations and restrictions. Further, all such variances or waivers of requirements, regulations and restrictions in place by Escambia County must be done in accordance with the ordinances which establish such requirements, regulations or restrictions.

2. Section 8 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park is hereby amended as follows:

Section 8. Obligation to Improve Land. Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, or that the owner has obtained all required State and County permits for such construction and that construction is underway within one year after the owner's acquisition thereof. Buildings and other improvements must be utilized for industrial, manufacturing, processing, fabricating or other productive uses as permitted in an ID-1 category defined by the County's Urban Area Land Use Regulations, as amended. In addition, uses ancillary to such productive uses will be allowed.

OR Bk4029 Pg0138
INSTRUMENT 00316985

including a child care center and other amenities that are consistent with the purpose of the park and permitted in an ID-1 category defined by the County's Urban Land Use Regulations, as amended. No owner of land in the affected area may lease, sell or convey such land until he has improved the same with the improvements which he agreed, at the time of the acquisition of such lands, to construct thereon; provided, however, Escambia County may, if it finds that such sale or conveyance would promote the purposes for which the park has been established, consent to such lease or sale.

3. All other provisions of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park found in the official records of Escambia County at OR Book 2931, Pages 063-082 shall remain in full force and effect.

Approved this _____ day of _____ 1995 by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:

Willie J. Junior, Chairman

ATTEST: JOE A. FLOWERS,
COMPTROLLER

Deputy Clerk

MARCUS POINTE COMMERCE PARK

EXHIBIT A-1

LEGAL DESCRIPTION

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way): thence run South $17^{\circ}56'09''$ East for 958.20 feet; thence run South $54^{\circ}53'31''$ West for 771.44 feet; thence run South $19^{\circ}40'47''$ East for 635.03 feet; thence run South $70^{\circ}56'51''$ West for 147.65 feet; thence run North $19^{\circ}07'06''$ West for 149.90 feet; thence run South $70^{\circ}57'14''$ West for 299.88 feet; thence run South $19^{\circ}07'49''$ East for 645.69 feet; thence run North $71^{\circ}28'45''$ East for 662.70 feet to the westerly right-of-way of Rambler Road (60 Ft. right-of-way); thence run South $18^{\circ}53'35''$ East along said right-of-way for 264.53 feet for a Point of Beginning; thence run South $71^{\circ}02'35''$ West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of $46^{\circ}30'22''$; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South $27^{\circ}32'25''$ West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $71^{\circ}02'03''$ West for 229.46 feet to the point of curve of circular curve concave to the Southeast having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run southwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $24^{\circ}31'09''$ West for 138.08 feet to the point of curve of a circular curve concave to the Northwest having a radius of 204.22 feet and a central angle of $53^{\circ}58'51''$; thence run southwesterly along the arc of said curve for 192.40 feet to the Point of Tangency; thence run South $78^{\circ}30'00''$ West for 290.00 feet; thence run South $11^{\circ}30'00''$ East for 80.00 feet; thence run North $78^{\circ}30'00''$ East for 290.00 feet to the point of curve of a circular curve concave to the North having a radius of 284.22 feet and a central angle of $53^{\circ}58'51''$; thence run northeasterly along the arc of said curve for 267.78 feet to the Point of Tangency; thence run North $24^{\circ}31'09''$ East for 138.08 feet to the point of curve of a circular curve concave to the Southeast having a radius of 332.97 feet and a central angle of $46^{\circ}30'54''$; thence run northeasterly along the arc of said curve for 270.32 feet to the Point of Tangency; thence run North $71^{\circ}02'03''$ East for 229.46 feet to the point of curve of a circular curve concave to the South having a radius of 332.97 feet and a central angle of $46^{\circ}30'54''$; thence run southeasterly along the arc of said curve for 270.32 feet; thence run South $27^{\circ}32'25''$ West for 20.00 Feet to a point on a circular curve concave to the North having a radius of 526.72 feet and a central angle of $46^{\circ}30'22''$; thence run northeasterly along the arc of said curve for 427.53 feet to the Point of Tangency; thence run North $71^{\circ}02'35''$ East for 197.24 feet to the westerly right-of-way of Rambler Road (60' R/W); thence run North $18^{\circ}57'25''$ West along said right-of-way for 120.00 feet to the Point of Beginning. Containing 4.33 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-2

LEGAL DESCRIPTION

50 feet either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East along said westerly right-of-way for 905.86 feet for a Point of Beginning; thence run South $54^{\circ}53'31''$ West for 1050.00 feet to the point of curve of a circular curve concave to the North having a radius of 1104.00 feet and a central angle of $34^{\circ}30'00''$; thence run westerly along the arc of said curve for 665.00 feet to the point of tangency; thence run South $89^{\circ}23'31''$ West for 225.00 feet to the point of curve of a circular curve concave to the South having a radius of 668.98 feet and a central angle of $29^{\circ}00'00''$; thence run westerly along the arc of said curve for 338.60 feet to the termination point of this description. Containing 5.23 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-3

LEGAL DESCRIPTION

30 ft. either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East for 958.20 feet; thence run South $54^{\circ}53'31''$ West for 771.44 feet; thence run South $19^{\circ}40'47''$ East for 635.03 feet; thence run South $70^{\circ}56'51''$ West for 147.65 feet; thence run North $19^{\circ}07'06''$ West for 149.90 feet; thence run South $70^{\circ}57'14''$ West for 299.88 feet; thence run South $19^{\circ}07'49''$ East for 645.69 feet; thence run North $71^{\circ}28'45''$ East for 662.70 feet to the westerly right-of-way of Rambler Road (60 ft. right-of-way); thence run South $18^{\circ}53'35''$ East along said right-of-way for 264.53 feet; thence run South $71^{\circ}02'35''$ West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of $46^{\circ}30'22''$; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South $27^{\circ}32'25''$ West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of $46^{\circ}30'54''$; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South $71^{\circ}02'03''$ West for 205.00 feet for a Point of Beginning; thence run North $18^{\circ}57'58''$ West for 25.00 feet to the point of curve of a circular curve concave to the West having a radius of 1166.39 feet and a central angle of $18^{\circ}45'00''$; thence run northerly along the arc of said curve for 381.70 feet to the Point of Tangency; thence run North $37^{\circ}42'58''$ West for 445.00 feet to the point of curve of a circular curve concave to the east having a radius of 424.64 feet and a central angle of $38^{\circ}30'00''$; thence run northerly along the arc of said curve for 285.34 feet to the Point of Tangency; thence run North $00^{\circ}47'02''$ East for 95.00 feet to the termination point of this description. Containing 1.70 acres more or less.

JOINDER

JOINDER BY JOEY LEE BARNES, JAMES KEVIN BARNES & IDEA DISPLAY, INC.

In exchange for the benefits conferred directly and indirectly by the Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park as attached hereto as Exhibit 1, the undersigned, owner(s) of a parcel within Marcus Pointe Commerce Park, located in Escambia County and described in Exhibit 1, and more particularly in Exhibits A-1, A-2 and A-3 attached thereto, hereby agree(s) and consent(s) to the Amendments to the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park, such amendments to be duly recorded by the Escambia County Board of County Commissioners and consistent with the Exhibit which has been attached to this Joinder.

Signed, sealed and delivered
in the presence of:

Susan D. Peterson

Daisy L. Steed

Susan D. Peterson

Daisy L. Steed

Susan D. Peterson

Daisy L. Steed

By: *Joey Lee Barnes*

Joey Lee Barnes

By: *James Kevin Barnes*

James Kevin Barnes

By: *James K. Barnes*

James K. Barnes
President, Idea Display, Inc.

OR BK4029 Pg0143
INSTRUMENT 00316985

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of January, 1995, by Joey Lee Barnes, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

✓ produced current Illinois driver's license as identification. B652-4325-0075

(Notary Seal must be affixed)

Brenda J. Spencer
Signature of Notary Public
Brenda J. Spencer
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA



BRENDA J SPENCER
My Commission CC380482
Expires Mar. 30, 1998
Bonded by HAI
800-422-1535

The foregoing instrument was acknowledged before me this 26th day of January, 1995, by James Kevin Barnes, who did not take an oath and who:

___ is/are personally known to me.

___ produced current Florida driver's license as identification.

✓ produced current Illinois driver's license as identification. B652-4515-1122

(Notary Seal must be affixed)

Brenda J. Spencer
Signature of Notary Public
Brenda J. Spencer
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____



BRENDA J SPENCER
My Commission CC380482
Expires Mar. 30, 1998
Bonded by HAI
800-422-1535

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of January, 1995, by James K. Barnes, President of Idea Display, Inc. who did not take an oath and who:

 is/are personally known to me.
 produced current Florida driver's license as identification.
☒ produced current Illinois driver's license as identification. 95A-4515-1122

(Notary Seal must be affixed)

Brenda J. Spencer
Signature of Notary Public
Brenda J. Spencer
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

THIS INSTRUMENT PREPARED BY:
Daniel M. Le Vay, Assistant County Attorney
14 West Government Street, Rm 411
Pensacola, Florida 32501
(904) 436-5450



BRENDA J SPENCER
My Commission CC360482
Expires Mar. 30, 1998
Bonded by HAI
800-422-1655

OR Bk4029 Pg0145
INSTRUMENT 00316985

EXHIBIT 1
AMENDMENTS

TO

**USE REGULATIONS AND RESTRICTIVE COVENANTS APPLICABLE TO
PORTIONS OF MARCUS POINTE COMMERCE PARK.**

This amendment to the use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, located in the county of Escambia, State of Florida, is made and executed this ____ day of _____, 1995, by Escambia County Florida, a political subdivision of the State of Florida ("County"). Witnesseth:

WHEREAS, County is and continues to be the owner and developer of real property in Marcus Pointe Commerce Park ("Park"); and

WHEREAS, the Board of County Commissioners of Escambia County, Florida has established use regulations and restrictive covenants applicable to portions of Marcus Pointe Commerce Park, which are recorded in OR Book 2931, Pages 063-082 and which are more particularly described herein at Exhibits A-1, A-2 and A-3; and

WHEREAS, County desires to clarify that the establishment of a child care center is consistent with the purposes of the Park; and

WHEREAS, these Amendments work to the benefit of the owners and occupants of the Park, and therefore constitute valuable consideration; and

WHEREAS, amendments to the restrictions contained herein have been consented to unanimously by owners of property within the Marcus Pointe Commerce Park and the Marcus Creek Partnership; and

NOW, THEREFORE effective as of date of recording this instrument in the public records of Escambia County, Florida, pertaining to real property described in Exhibits A-1, A-2 and A-3 of this document and in the Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park at OR Book 2931, beginning at page 063, the pertinent portion of the use regulations and restrictive covenants shall be amended as provided below:

1. Section 5 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus

Pointe Commerce Park is hereby amended as follows:

Section 5. Duration. These regulations and restrictions shall govern the ownership, use and occupancy of the affected area until January 1, 2010 unless amended or extended. The owners of more than one-half ($\frac{1}{2}$), by area, of the affected area, may, prior to the termination of these regulations and restrictions, extend the same for an additional twenty (20) years by a written document, executed by them and recorded in the public records of Escambia County, Florida. Escambia County shall have the same rights as any other owner of land in the affected area with respect to such extension. In addition, Escambia County may, so long as it is the owner and developer of a portion of Marcus Pointe Commerce Park, make changes to these regulations and restrictions by written instrument recorded in the public records of Escambia County, Florida, provided, however, such amendments shall only affect the procedures and regulations contained herein and shall not alter the use for which the property may be utilized, except upon a determination that such alteration is consistent with the purpose of the park as set forth above. Amendments to these restrictions shall be subject to the consent of the Association by majority vote. The Association shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. If the Association fails to respond within thirty (30) days, the Amendments shall be deemed approved. Amendments to these restrictions shall also be subject to the consent of Marcus Creek Partnership, or its successors. Marcus Creek Partnership shall have thirty (30) days to consent or disapprove of the changes or amendments in writing. The consent of Marcus Creek Partnership shall not be unreasonably withheld so long as any such amendments or modifications comply with the spirit and concepts contained herein. Escambia County shall, during such time, have the right to amend these regulations and restrictions so as to comply with changes in building codes, environmental regulations and similar applicable regulations. Escambia County shall (within the limits of its authority) during such period, have the right to waive minor departures from these regulations and restrictions upon determining that such departure is minor in nature and does not materially and adversely affect the rights of any other owners or occupants of the affected area and does not materially and adversely affect the regulatory scheme established by these regulations and restrictions. Further, all such variances or waivers of requirements, regulations and restrictions in place by Escambia County must be done in accordance with the ordinances which establish such requirements, regulations or restrictions.

2. Section 8 of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park is hereby amended as follows:

Section 8. Obligation to Improve Land. Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, or that the owner has obtained all required State and County permits for such construction and that construction is underway within one year after the owner's acquisition thereof. Buildings and other improvements must be utilized for industrial, manufacturing, processing, fabricating or other productive uses as permitted in an ID-1 category defined by the County's Urban Area Land Use Regulations, as amended. In addition, uses ancillary to such productive uses will be allowed.

including a child care center and other amenities that are consistent with the purpose of the park and permitted in an ID-1 category defined by the County's Urban Land Use Regulations, as amended. No owner of land in the affected area may lease, sell or convey such land until he has improved the same with the improvements which he agreed, at the time of the acquisition of such lands, to construct thereon; provided, however, Escambia County may, if it finds that such sale or conveyance would promote the purposes for which the park has been established, consent to such lease or sale.

3. All other provisions of Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park found in the official records of Escambia County at OR Book 2931, Pages 063-082 shall remain in full force and effect.

Approved this _____ day of _____ 1995 by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:

Willie J. Junior, Chairman

ATTEST: JOE A. FLOWERS,
COMPTROLLER

Deputy Clerk

MARCUS POINTE COMMERCE PARK

EXHIBIT A-1

LEGAL DESCRIPTION

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way): thence run South 17°56'09" East for 958.20 feet; thence run South 54°53'31" West for 771.44 feet; thence run South 19°40'47" East for 635.03 feet; thence run South 70°56'51" West for 147.65 feet; thence run North 19°07'06" West for 149.90 feet; thence run South 70°57'14" West for 299.88 feet; thence run South 19°07'49" East for 645.69 feet; thence run North 71°28'45" East for 662.70 feet to the westerly right-of-way of Rambler Road (60 Ft. right-of-way); thence run South 18°53'35" East along said right-of-way for 264.53 feet for a Point of Beginning; thence run South 71°02'35" West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of 46°30'22"; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South 27°32'25" West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of 46°30'54"; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 71°02'03" West for 229.46 feet to the point of curve of circular curve concave to the Southeast having a radius of 412.97 feet and a central angle of 46°30'54"; thence run southwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 24°31'09" West for 138.08 feet to the point of curve of a circular curve concave to the Northwest having a radius of 204.22 feet and a central angle of 53°58'51" thence run southwesterly along the arc of said curve for 192.40 feet to the Point of Tangency; thence run South 78°30'00" West for 290.00 feet; thence run South 11°30'00" East for 80.00 feet; thence run North 78°30'00" East for 290.00 feet to the point of curve of a circular curve concave to the North having a radius of 284.22 feet and a central angle of 53°58'51"; thence run northeasterly along the arc of said curve for 267.78 feet to the Point of Tangency; thence run North 24°31'09" East for 138.08 feet to the point of curve of a circular curve concave to the Southeast having a radius of 332.97 feet and a central angle of 46°30'54"; thence run northeasterly along the arc of said curve for 270.32 feet to the Point of Tangency; thence run North 71°02'03" East for 229.46 feet to the point of curve of a circular curve concave to the South having a radius of 332.97 feet and a central angle of 46°30'54"; thence run southeasterly along the arc of said curve for 270.32 feet; thence run South 27°32'25" West for 20.00 Feet to a point on a circular curve concave to the North having a radius of 526.72 feet and a central angle of 46°30'22"; thence run northeasterly along the arc of said curve for 427.53 feet to the Point of Tangency; thence run North 71°02'35" East for 197.24 feet to the westerly right-of-way of Rambler Road (60' R/W); thence run North 18°57'25" West along said right-of-way for 120.00 feet to the Point of Beginning. Containing 4.33 acres more or less.

MARCUS POINTE COMMERCE PARK

EXHIBIT A-2

LEGAL DESCRIPTION

50 feet either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South $17^{\circ}56'09''$ East along said westerly right-of-way for 905.86 feet for a Point of Beginning; thence run South $54^{\circ}53'31''$ West for 1050.00 feet to the point of curve of a circular curve concave to the North having a radius of 1104.00 feet and a central angle of $34^{\circ}30'00''$; thence run westerly along the arc of said curve for 665.00 feet to the point of tangency; thence run South $89^{\circ}23'31''$ West for 225.00 feet to the point of curve of a circular curve concave to the South having a radius of 668.98 feet and a central angle of $29^{\circ}00'00''$; thence run westerly along the arc of said curve for 338.60 feet to the termination point of this description. Containing 5.23 acres more or less.

OR Bk4029 Pg0150
INSTRUMENT 00316985

MARCUS POINTE COMMERCE PARK

EXHIBIT A-3

LEGAL DESCRIPTION

30 ft. either side of a line described as follows:

Commence at the intersection of the North line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the westerly right-of-way line of the Burlington and Northern Railroad (100 ft. right-of-way); thence run South 17°56'09" East for 958.20 feet; thence run South 54°53'31" West for 771.44 feet; thence run South 19°40'47" East for 635.03 feet; thence run South 70°56'51" West for 147.65 feet; thence run North 19°07'06" West for 149.90 feet; thence run South 70°57'14" West for 299.88 feet; thence run South 19°07'49" East for 645.69 feet; thence run North 71°28'45" East for 662.70 feet to the westerly right-of-way of Rambler Road (60 ft. right-of-way); thence run South 18°53'35" East along said right-of-way for 264.53 feet; thence run South 71°02'35" West for 197.24 feet to the point of curve of a circular curve concave to the North having a radius of 406.72 feet and a central angle of 46°30'22"; thence run northwesterly along the arc of said curve for 330.13 feet; thence run South 27°32'25" West for 20.00 feet to a point on a circular curve concave to the South having a radius of 412.97 feet and a central angle of 46°30'54"; thence run northwesterly along the arc of said curve for 335.26 feet to the Point of Tangency; thence run South 71°02'03" West for 205.00 feet for a Point of Beginning; thence run North 18°57'58" West for 25.00 feet to the point of curve of a circular curve concave to the West having a radius of 1166.39 feet and a central angle of 18°45'00"; thence run northerly along the arc of said curve for 381.70 feet to the Point of Tangency; thence run North 37°42'58" West for 445.00 feet to the point of curve of a circular curve concave to the east having a radius of 424.64 feet and a central angle of 38°30'00"; thence run northerly along the arc of said curve for 285.34 feet to the Point of Tangency; thence run North 00°47'02" East for 95.00 feet to the termination point of this description. Containing 1.70 acres more or less.

Instrument 00316985
Filed and recorded in the
Official Records
AUGUST 9, 1996
at 12:01 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3870

County Administrator's Report 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Contract Termination PD 11-12.064 Jaunita Williams Park Parking Lot and Dock

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Termination of Contract PD 11-12.064, Jaunita Williams Park Parking Lot & Dock - Amy Lovoy, Management and Budget Services Department Director

That the Board terminate the Contract, PD 11-12.064, Jaunita Williams Park Parking Lot & Dock, between Starfish, Inc., of Alabama and Escambia County, and prohibit the participation of Starfish, Inc., of Alabama in the re-bid of the Project. The Contract was awarded on November 1, 2012, to Starfish, Inc., of Alabama, for the amount of \$136,626.25, based on the bid received on October 17, 2012.

[Funding: Fund 151, Community Redevelopment Fund, Cost Center 220516, Object Code 56301]

BACKGROUND:

The invitation to bid for the construction of the Parking Lot and Dock at the Jaunita Williams Park was advertised on September 27, 2012, 8 bids were received on October 17, 2012. Starfish Inc., of Alabama was the lowest responsive bidder. Prior to commencement of work the Contractor is required to provide documentation to the Project Manager regarding the assertions made by the Contractor in the bid documents pertaining to the meeting of all engineering specifications and other stated requirements. As of February 1, 2013, after repeated requests from the Project Management Team, Starfish Inc., of Alabama failed to provide documentation regarding the certification of Previous Concrete Technicians, as specified in the Escambia County Technical Specifications, Section 5000- Previous Concrete Paving, and therefore, failed to meet the requirements of the Contract in a timely manner. The County plans to re-bid the construction of the Parking Lot and Dock at Jaunita Williams Park.

BUDGETARY IMPACT:

Funding: Fund 151, Community Redevelopment Fund, Cost Center 220516, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's office has been informed of the requested contract termination.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Contractor will be notified of the Board action by the Office of Purchasing.

Attachments

Bid Tab

background

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Jaunita Williams Park Parking Lot & Dock						
Bid Opening Time: 10:00 a.m. CDT Bid Opening Date: 10/17/2012 Opening Location: Rm. 11.407		ITB# 11-12.064						
NAME OF BIDDER	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Acknowledgement of Addenda	Grand Total
Morette Company	Y	Y	Y	Y	Y	Y	Y	\$205,246.80
Carter's Contracting	Non Responsive							
Gulf Atlantic Constructors	Y	Y	Y	Y	Y	Y	Y	\$190,430
Starfish, Inc. of AL	Y	Y	Y	Y	Y	Y	Y	\$136,626.25
J. Miller Construction	Y	Y	Y	Y	Y	Y	Y	\$184,317.50
Hewes & Company LLC	Y	Y	Y	Y	Y	Y	Y	\$166,749.01
The Green-Simmons Co.	Y	Y	Y	Y	Y	Y	Y	\$249,350
Perdido Grading & Paving	Y	Y	Y	Y	Y	Y	Y	\$169,862.30
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager, CPPO							
BIDS WITNESSED BY:	Lori Kistler, SOSA							
BIDS TABULATED BY:	Lori Kistler, SOSA							

CAR DATE 11/1/2012 BOCC DATE 11/1/2012

The Purchasing Manager/Designee recommends to the BCC: To award a contract to Starfish, Inc. of AL in the amount of \$136,626.25.
 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 10/18/2012 @ 3:30 p.m. CDT

CS/ik

Jaunita Williams Park – Parking Lot Paving & Dock/Kayak Launch Contract Cancellation Background

The Jaunita Williams Park – Parking Lot Paving & Dock/Kayak Launch Project Bid opened on October 17, 2012. Starfish, Inc. was the apparent low bidder and thus was awarded the contract. The Purchase Order was received on December 7, 2012.

Per Section 05000 PERVIOUS CONCRETE PAVING of the Technical Specifications included within the Jaunita Williams Park – Parking Lot Paving & Dock/Kayak Launch Project Bid Package (Part 1.3 A) states contractor must submit evidence of having the appropriate tools, and experience, to accomplish work. A meeting was held on January 17, 2013 with Starfish, Inc and the Engineering Division of the Escambia County Public Works Department. At this time the Engineering Division requested the submittal from Starfish, Inc. to satisfy Section 05000 PERVIOUS CONCRETE PAVING of the Technical Specifications. Starfish, Inc. stated that they were in process of hiring a subcontractor who would be able to produce the necessary submittal. The Engineering Division notified Starfish, Inc. that the submittal must be provided by February 1, 2013. Multiple e-mail correspondence and phone calls between January 17, 2013 and February 1, 2013 reaffirmed the request.

Starfish, Inc. has not been able to provide the Engineering Division of the Escambia County Public Works Department the necessary submittal to satisfy Section 05000 PERVIOUS CONCRETE PAVING of the Technical Specifications, therefore it is recommended that the Jaunita Williams Park – Parking Lot Paving & Dock/Kayak Launch Project Contract with Starfish, Inc. be terminated.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3895

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Special Needs Transit Vehicles PD 12-13.021

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two Special Needs Transit Vehicles - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida Department of Transportation Public Transit Office Contract #TRIPS-12-SNV-CBS, in accordance with the Escambia County Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64, Board approval, and award a Purchase Order for two Special Needs Transit Vehicles, models VPG DX, with CNG, and REI reverse camera and monitor system backup options, PD 12-13.021, to Transit Plus, Inc., in the amount of \$119,046.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320410, Object Code 56401]

BACKGROUND:

Purchase is necessary to replace two current vehicles to be disposed of.

1. Vehicle #48802 (unit 14) – 2000 Dodge B3500 Van
2. Vehicle #48803 (unit 15) – 2000 Dodge B3500 Van

BUDGETARY IMPACT:

No additional cost to the County results from this action. Expense covered by Federal Grant; FL-90-X728-00.

Funding: Fund 320, FTA Capital Project Fund, Cost Center 320410, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This purchase in accordance with the Escambia County Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions; and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order

Attachments

Order Packet

SAMPLE ORDER FORM

CONTRACT # TRIPS-12-SNV-CBS

ORDER FORM FOR VPG MV-1 SPECIAL NEEDS TRANSIT VEHICLES

CREATIVE BUS SALES, INC.

AGENCY NAME: _____

DATE: _____

PURCHASE ORDER NUMBER: _____

CONTACT PERSON: _____
(Name, Telephone Number and Email Address)

October 2012

Item	Unit Cost	Quantity	Total Cost
Base Vehicle Type			
VPG DX Model 6,600 GVWR 205 Inches 4.6.L V-8 Gas	\$46,598	2	\$46,598
CNG Option	\$12,500	2	
Paint Choices			
Arctic White	\$0	2	
Cherry Red	\$0	2	\$0
Jet Black	\$0		
Sterling Silver Metallic	\$0		
Midnight Blue	\$0		
Other Options			
Jump Seat	\$425		
Aluminum Wheels (Available in MY13)	\$TBD		
Extend length of the standard seat belts provided	\$80		
REI reverse camera and monitor backup system	\$425	2	\$425
HawKEye Reverse Assistance System	\$700		
Q'straint QRTMAX wheelchair restraint system (extra set)	\$265		
Supplemental A/C Delete	\$(1,200)		
Model Change			
SE Model (deletes Drivers Convenience Package, powered ramp, full wheel covers)	\$(1,500)		
Drivers Convenience Package (SE only: Standard in DX)	\$695		
Electrically powered wheelchair ramp (SE only: Standard in DX)	\$2,500		
GRAND TOTAL	----	----	\$47,023

93,196

25,000

#0

850

119,046



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3874

County Administrator's Report 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: FDOT Off-System Project Agreements for Bayou Grande Bridge #480096, Unnamed Branch Bridge #480041, and Unnamed Branch Bridge #484053

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action concerning three Off-System Project Agreements between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of Bayou Grande Bridge on CR 292A (#480096), Unnamed Branch Bridge on Stefani Road (#480041), and Unnamed Branch Bridge on Brickyard Road (#484053):

A. Approve the State of Florida Department of Transportation Off-System Project Agreements between FDOT and Escambia County, related to the replacement and maintenance of Bayou Grande Bridge #480096, Unnamed Branch Bridge #480041, and Unnamed Branch Bridge #484053;

B. Adopt the Resolutions authorizing the Agreements; and

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

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

The following three bridges located in Escambia County, and not on the State Highway System, will be replaced by FDOT: Bayou Grande Bridge #480096, Unnamed Branch Bridge #480041, and Unnamed Branch Bridge #484053. According to FDOT criteria, these bridges have reached a level of deterioration to warrant replacement and are next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreements as "Exhibit A," (blank page is marked "APPENDIX A") are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreements have been intentionally excluded. Upon Board approval of the Agreements, adoption of the Resolutions, and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges.

BACKGROUND:

The following three bridges located in Escambia County, and not on the State Highway System, will be replaced by FDOT: Bayou Grande Bridge #480096, Unnamed Branch Bridge #480041, and Unnamed Branch Bridge #484053. According to FDOT criteria, these bridges have reached a level of deterioration to warrant replacement and are next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreements as "Exhibit A," (blank page is marked "APPENDIX A") are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreements have been intentionally excluded. Upon Board approval of the Agreements, adoption of the Resolutions and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Funds for maintenance of bridges is available in Fund 175 "Transportation Trust Fund", Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Assistant County Attorney, has reviewed and approved the Off-System Project Agreements and prepared the Resolutions.

PERSONNEL:

All construction work will be performed by FDOT. There is no impact to County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's execution the agreements will be returned to FDOT for final execution and recording.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Kirk Kassebaum, Engineering Program Manager, at the Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

Bayou Grande 480096

Unnamed Bridge on Stefani 480041

Unnamed Bridge on Brickyard 484053

Bayou Grande Bridge

Stefani Rd Bridge

Brickyard Bridge

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE BAYOU GRANDE BRIDGE, BRIDGE NO. 480096, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the Bayou Grande Bridge, Bridge No. 480096 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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 County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits,

easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____, 2013.

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By

Title

Date

Schubert
Asst. County Attorney
January 8, 2013

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT**

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Bayou Grande Bridge, Bridge No. 480096, requires replacement; and

3. Bayou Grande Bridge is on CR 292A (West Sunset Avenue) located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 430003-1-52-01, generally described as the replacement of Bridge No. 480096 over Bayou Grande (the "PROJECT"), from Beginning MP 0.875 to End MP 1.117 on CR 292A. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for

the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: County Engineer
3363 West Park Place
Pensacola, FL 32505

DEPARTMENT: FDOT Operations Engineer
6025 Old Bagdad Highway
Milton, FL 32583

FPID #.: 430003-1-52-01
COUNTY: Escambia
FAP #.: 00B3-098-B

APPENDIX A

FPID #: 430003-1-52-01
COUNTY: Escambia
FAP #: 00B3-098-B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Board of County Commissioners
Escambia County, Florida

By: James T. Barfield, P.E.

By: Gene M. Valentino

Title: District Secretary

Title: Chairman

Date: _____

Date: _____

Attest: _____

Attest: ~~Ernie Lee Magaha~~ Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Legal Review:

Legal Review:

Office of the General Counsel

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]
Asst. County Attorney
Jan. 8 2013

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE BRIDGE OVER THE UNNAMED BRANCH ON STEFANI ROAD, BRIDGE NO. 480041, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the Bridge over the Unnamed Branch on Stefani Road, Bridge No. 480041 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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 County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts

necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____, 2013.

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By [Signature]
Title Att. County Attorney
Date Feb. 7, 2013

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT**

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Escambia County, Bridge No. 480041, requires replacement; and

3. Unnamed Branch is on Stefani Road located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 430004-1-52-01, generally described as the replacement of Bridge No. 480041 over Unnamed Branch (the "PROJECT"), from Beginning MP 1.089 to End MP 1.218 on Stefani Road. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for

the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled;

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Joy D. Blackmon, P.E.
Public Works Director
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

DEPARTMENT: John S. Golden, P.E.
District Design Engineer
1074 Highway 90
Chipley, Florida 32428

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

**Escambia COUNTY, a political
subdivision of the State of Florida**

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

By: Gene M. Valentino

Title: Chairman

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Legal Review:

Legal Review:


Office of the General Counsel

This document approved as to form
and legal sufficiency.

By

Title

Date


Asst County Attorney
Feb. 7, 2013

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE BRIDGE OVER THE UNNAMED BRANCH ON BRICKYARD ROAD, BRIDGE NO. 484053, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the Bridge over the Unnamed Branch on Brickyard Road, Bridge No. 484053 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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 County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts

necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____, 2013.

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

(SEAL)

This document approved as to form,
and legal sufficiency.

By B. Blalock
Title Asst. County Attorney
Date Feb. 7, 2013

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Escambia County, Bridge No. 484053, requires replacement; and

3. Unnamed Branch is on Brickyard Road located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 422897-1-52-01, generally described as the replacement of Bridge No. 484053 over Unnamed Branch (the "PROJECT"), from Beginning MP 0.220 to End MP 0.082 on Brickyard Road. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the *PROJECT* and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for

the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled;

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Joy D. Blackmon, P.E.
Public Works Director
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

DEPARTMENT: John S. Golden, P.E.
District Design Engineer
1074 Highway 90
Chipley, Florida 32428

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

**Escambia COUNTY, a political
subdivision of the State of Florida**

By: James T. Barfield, P.E.

Title: District Secretary

Date: _____

Attest: _____

By: Gene M. Valentino

Title: Chairman

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Legal Review:

Legal Review:

Office of the General Counsel

~~This document approved as to form
and legal sufficiency.~~

By

Title

Date

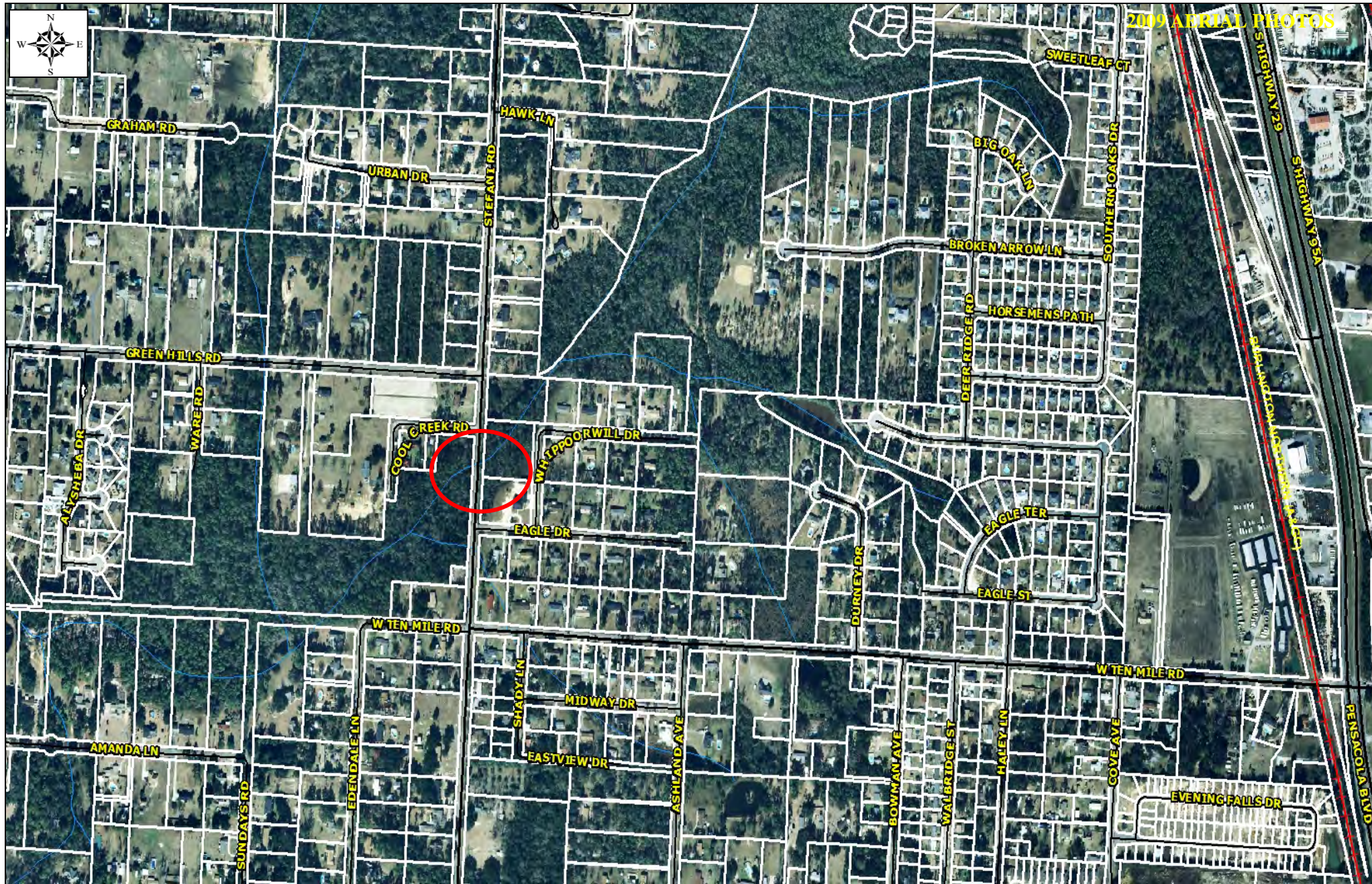
[Signature]
Asst. County Attorney
Feb. 7, 2013

2009 AERIAL PHOTOS



LOCATION OF BRIDGE PROJECT

UN-NAMED BRANCH BRIDGE ON STEFANI ROAD (# 480041)

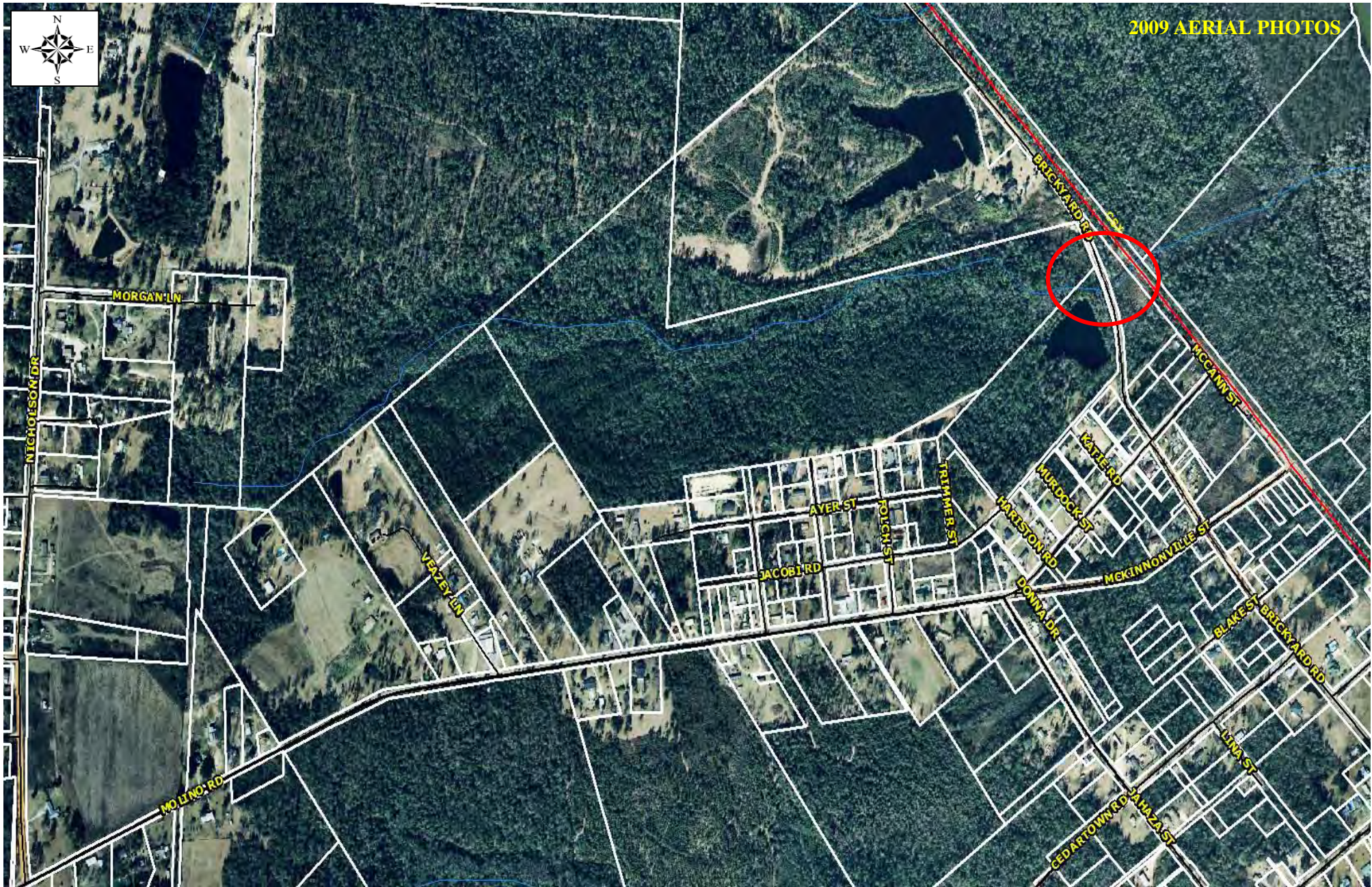


ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 02/15/13 DISTRICT 5



LOCATION OF BRIDGE PROJECT

UN-NAMED BRANCH BRIDGE ON BRICKYARD ROAD (#484053)



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 02/15/13 DISTRICT 5



LOCATION OF BRIDGE PROJECT



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3835

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Renaming the Escambia County Equestrian Center

From: Wilson Robertson, District 1 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Renaming the Escambia County Equestrian Center - Commissioner Wilson B. Robertson, District 1

That the Board adopt and authorize the Chairman to sign the Resolution naming the Escambia County Equestrian Center as the "James C. Robinson Escambia County Equestrian Center."

[Funding Source: Fund 352, LOST III, Cost Center 350231 – Equestrian Center LOST, Project 08PR0031 – Equestrian Center]

BACKGROUND:

James C. (Jim) Robinson's involvement with horses began with his daughter, Lisa, showing them as a child. He and his wife, Betty, were charter members of the Pensacola Hunter Jumper Association (PHJA), which formed in 1973. He served as show manager for the PHJA shows for more than 20 years, even after his daughter stopped showing. When soccer became more prevalent at Brosnahan Field, he took it upon himself to open discussions with the County about the possibility of a new facility and was instrumental in the development of the current Equestrian Center. He worked with County staff to further develop the idea and was instrumental in procuring the property where the current facility is located. He also actively promoted the Equestrian Center and was responsible for bringing the facility to the attention of what is now the facility's largest revenue generator, the Gulf Coast Classic Company. He remained active in PHJA and maintained an interest in the Equestrian Center until the time of his passing.

BUDGETARY IMPACT:

Budgetary impact will be the cost of a brass plaque and a new sign for the entrance, not to exceed \$3,000.00

[Funding Source: Fund 352, LOST III, Cost Center 350231, Equestrian Center LOST, Project 08PR0031, Equestrian Center]

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the Resolution to accompany this Recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Naming County Facilities Policy, Section I, D9, outlines the procedures involved to rename a County facility.

IMPLEMENTATION/COORDINATION:

The Facilities Management Department will coordinate with the Parks and Recreation Department to implement this name change.

Attachments

resolution renaming equestrian center

RESOLUTION NUMBER R2013-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA NAMING THE ESCAMBIA COUNTY EQUESTRIAN CENTER AS THE "JAMES C. ROBINSON ESCAMBIA COUNTY EQUESTRIAN CENTER"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2004, the 178 acre Escambia County Equestrian Center was completed as a multi-function event facility that has since provided a venue for numerous horse shows, rodeos, dog shows, and other public and private events; and

WHEREAS, James C. Robinson, an active member of the Pensacola Hunter Jumper Association, was instrumental in the development of the Escambia County Equestrian Center; and

WHEREAS, naming the Escambia County Equestrian Center for James C. Robinson shall be an enduring tribute to his service to the community.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. That Escambia County hereby designates the Escambia County Equestrian Center located at 7750 Mobile Highway as the "James C. Robinson Escambia County Equestrian Center".

Section 3. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2013.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 2/13/13

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

BCC Approved: _____

Deputy Clerk

(SEAL)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3894

County Administrator's Report 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Outstanding Debt Collection/Titan Waste Services, Inc.

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Collection of an Outstanding Debt from Titan Waste Services, Inc. – George Touart, Interim County Administrator

That the Board authorize the County Attorney's Office to pursue the County's legal remedies to collect an outstanding debt from Titan Waste Services, Inc., totaling \$105,483.44, through negotiation and, if unsuccessful, through the filing of a lawsuit in the Circuit Court of Escambia County, Florida.

[The amount totaling \$105,483.44 will be placed in Fund 401, Solid Waste, Account Number 343405, when collected]

BACKGROUND:

MuniServices, LLC, was retained by Escambia County to conduct an audit of Franchise Commercial Solid Waste covering Calendar Years 2010 and 2011, as provided for in the current Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste.

The First Phase of this audit included a review of the Franchise Agreement, franchise fee payment records submitted to the County by the haulers, tonnage reports, and other reports/data to establish hauler accuracy in reporting and compliance. The Second Phase of the audit consisted of an onsite review of records at the various haulers' area offices in and around Escambia County, FL. During the review, Titan Waste Services, Inc., was found to have failed to deliver franchise waste collected to the Perdido Landfill. Based upon minimum tonnage calculations from volumes reported by Titan Waste Services, Inc., it was determined this hauler has breached the Franchise Agreement and owes Escambia County \$105,483.44, consisting of lost tipping fees and franchise fees.

Titan Waste Services, Inc., was notified of the findings and given a reasonable time period in which to respond and submit payment. The company has failed to comply.

BUDGETARY IMPACT:

The amount totaling \$105,483.44 will be placed in Fund 401, Solid Waste, Account Number 343405, when collected.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will file a Complaint and prosecute a lawsuit if negotiations are unsuccessful.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Solid Waste Management Department will assist the County Attorney's Office in whatever manner needed to expedite this matter.

Attachments

letter to titan waste. 2.6.13



Board of County Commissioners • Escambia County, Florida

George Touart
Interim County Administrator

February 6, 2013

Mr. Larry Pellegrino
Vice President, Titan Waste Services, Inc.
3002 Avalon Boulevard
Milton, Florida 32583

Re: Non-Exclusive Long-Term Franchise Agreement for the Collection of Commercial Solid Waste, Dated September 7, 2006 (Franchise Agreement)

Dear Mr. Pellegrino:

The County is concerned with the incomplete records made available to our auditor at the scheduled audit and your failure to provide personnel familiar with your accounting practices at this audit is an effort on your part to hide Titan Waste's breach of the Franchise Agreement. Your response of January 8, 2013, to the County's cure letter of December 10, 2012, only substantiates these concerns, as you are confirming breaches of the Franchise Agreement.

Of particular concern to our auditor are the indications that your firm is hauling commercial solid waste, not source-separated by your customers, to a recycling facility. This concern is based upon weight tickets shown to the auditor with notations of 20% and 30% contamination levels when source-separated loads should normally have contamination levels of 10% or less. Non-approved business practices of Titan Waste prevented the County from collecting landfill revenues which it would have received had your firm complied with the Franchise Agreement. In addition, the County is not satisfied that correct franchise fee payments were made due to Titan Waste's inability and seeming unwillingness to provide complete accounting system records to our auditor.

Regarding the "corrective measures" listed in your response, the County has the following comments:

1. Customer Contracts – Titan Waste is acknowledging that it does not have written customer contracts in place as required by Section 7 of the Franchise Agreement. Such written contracts are required to identify, at minimum: the frequency of collection; the size and number of containers, and the fees that Titan Waste is charging. Specifically, these contracts must identify the County franchise fee and tip fee the customer will be charged. Failure to have written customer contracts in place is a material breach of the Franchise Agreement.

2. Failure to Deliver Solid Waste to Perdido Landfill – The one-page table submitted by Titan Waste does not constitute acceptable proof of compliance. At this juncture, the County needs to see the actual weight tickets for each load delivered to Gulf States Recycling. In addition, as required by the Franchise Agreement, Titan Waste must provide detailed dates and weights for all tonnage that was not delivered to Perdido Landfill (see item “c” of Section 27 below). Finally, the County requires production of your customer records so that we can determine, at minimum, that all customers with “recycling service” are receiving that service in addition to trash collection service.

Your “corrective measures” response also failed to cite the correct Franchise Agreement. Paragraph 42 of the September 7, 2006, Franchise Agreement controls Recyclable Materials. Further, you omitted a significant part of Section 42. This omitted portion requires that Titan Waste report the amounts of Recycled Material to the County Administrator on an annual basis. This was not done. More critical to Titan Waste's non-compliance with Section 42 is Section 27c of the agreement which establishes the following requirements for all recycling materials programs:

- a. The facility receiving this recyclable material must have a franchise or other agreement with the County that requires that facility to deliver any residual waste to Perdido Landfill; and
- b. The hauler receives advanced written approval from the County for the recycling program; and
- c. The hauler provides the County with verifiable records identifying the dates and amounts delivered to that facility.

Titan Waste never requested nor received County permission pursuant to the Franchise Agreement. Verifiable records were not provided as required, establishing dates and the amounts of recyclable material delivered, when requested by the County (at the audit and in the County's cure letter). All are material breaches of the Franchise Agreement.

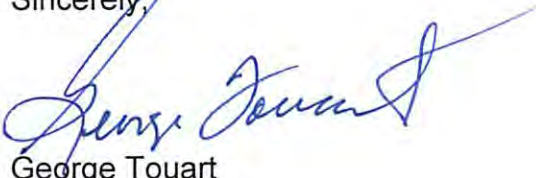
3. Waste hauled to facilities other than Perdido Landfill – As noted above, the table provided in your response is inadequate proof of compliance. The 3,048.73 ton figure you list as justification to offset the audit finding tonnage shortfall is for a period that includes data from 2012 (342.82 tons). The County's finding is based upon calendar years 2010 and 2011 only.

4. Insufficient Records for Franchise Fee Calculations – Your response acknowledges your firm's breach of Section 31 of the Franchise Agreement not providing records within 10 business days of request by the County Administrator. This is in addition to your firm failing to provide these records as required at the scheduled audit and following when a second attempt was made to perform the required audit. Now, nearly three months after that date, your request for an additional 50 days to produce records is unreasonable.

Your firm's failure to provide a proper accounting of compliance with the Franchise Agreement does not relieve your firm of the responsibility to pay the County the revenues based upon collection volume data your firm has provided and attested as accurate. All estimated landfill weights used to establish the County's findings are based upon volume-to-weight ratios your firm agreed were accurate when you executed your Franchise Agreement with the County. The reasonableness of this volume-to-weight ratio was further substantiated through the County's recent audit. Every other hauler in the non-exclusive franchise area had audited volume-to-weight ratios that were higher than the ratios in the Franchise Agreement.

Your firm's acknowledged material breaches of the Franchise Agreement combined with your continued failure to provide records to the County required by the Franchise Agreement leaves the County no alternative but to proceed with obtaining Board of County Commission approval to collect the \$105,483.44 owed to the County through the judicial system in Escambia County.

Sincerely,



George Touart
Interim County Administrator

Attachment

GT:sh

Cc: Pat Johnson, Solid Waste Department Director
Alison Rogers, County Attorney

1. Phase 2 Audit of Titan Waste

The onsite audit of Titan Waste encountered an initial delay as Larry Pellegrino was hospitalized and his staff was not able to make any records available at our scheduled review. The audit was rescheduled for the following Monday and Mr. Pellegrino was available to meet with the auditor.

Unfortunately Titan Waste has an antiquated and virtually un-auditable accounting system. At the time of the audit there were also no weight tickets onsite for the audit period (2010 & 2011), no customer lists for the unincorporated franchise area, and no container or lift counts. All that the auditor was provided was a stack of customer data sheets (generated by the accounting system) that could not be confirmed as 100% of franchise customers from the data provided.

The auditor engaged Mr. Pellegrino and his staff in discussions and disclosed concerns regarding the significant shortfall between tonnage extrapolated from collection volumes and what ultimately was disposed at Perdido Landfill (2,805.10 tons). This discussion was informative as it uncovered two issues related to facility usage by Titan Waste:

1. During the January/February 2010 time period Mr. Pellegrino stated “his trucks were broken-down” thus Titan Waste had EW Waste (no longer in business) haul material to Perdido Landfill. This may or may not be verifiable. However at the audit no verification could be provided.
2. A large percentage of compactor loads, deemed rich in recyclables by Titan Waste, were hauled to Gulf Coast Recycling (now hauled to West Florida Recycling) where they are sorted. Titan Waste did have current weight tickets from West Florida Recycling and they showed trash levels at 20% to 30% of each load.

The auditor explained agreement requirements to Mr. Pellegrino and listed the type of records that are the responsibility of Titan Waste to provide to the County to facilitate periodic audits and prove compliance with agreement terms. The auditor suggested that Titan Waste immediately begin compiling this information in anticipation of an audit finding notice from the County.

With respect to improper calculation of franchise fees is it impossible to make that assessment since there are no records Titan Waste’s accounting system can generate to show County franchise customers, containers in service, and frequency of collections. That information is tabulated monthly by a Titan employee and based upon their familiarity with the company’s customer base. Again there is no database or accounting system record available to verify the accuracy of this “familiarity”.

At this juncture the only concrete audit finding we can generate is related to prescribed usage of Perdido landfill. From County facility records and the service volumes reported by Titan Waste we can surmise the following:

Titan Waste Services						
Calendar Year 2010						
Period	Actual MSW Tons @ Perdido Landfill	Actual C&D Tons @ Perdido Landfill	Reported Loose Volume	Reported Compactor	Estimated Tons Based On Reported Volume	Under- Reported MSW Tons
Jan-10	11.46	-	4,700.00	440.00	293.60	(282.14)
Feb-10	88.90	-	4,950.00	780.00	385.20	(296.30)
Mar-10	251.65	5.02	4,910.00	740.00	374.00	(122.35)
Apr-10	221.88	-	4,940.00	700.00	365.60	(143.72)
May-10	203.66	-	4,830.00	660.00	351.60	(147.94)
Jun-10	188.37	-	4,770.00	700.00	358.80	(170.43)
Jul-10	152.13	-	4,849.60	690.00	359.58	(207.45)
Aug-10	189.55	-	4,970.84	600.00	342.83	(153.28)
Sep-10	235.29	-	4,884.24	630.00	346.57	(111.28)
Oct-10	209.74	-	4,875.58	570.00	331.82	(122.08)
Nov-10	160.99	-	4,572.48	570.00	319.70	(158.71)
Dec-10	225.66	-	4,459.90	540.00	308.00	(82.34)
2010	2,139.28	5.02	57,712.64	7,620.00	4,137.31	(1,998.03)
						-93.40%

For calendar year 2010 (above) we take reported collection volume and multiply it by the pounds-per-cubic-yard factors established in the franchise agreement (80 pounds for each “loose” cubic-yard and 480 pounds for each compacted cubic-yard). That provides us with our “Estimated Tons” figure (4,137.31 tons). The actual tonnage listed above is from Perdido landfill records and incorporates all material delivered by Titan Waste to the facility designated by the franchise agreement to receive 100% of all materials hauled. The same approach was used for calendar year 2011 below:

Calendar Year 2011

Period	Actual MSW Tons @ Perdido Landfill	Actual C&D Tons @ Perdido Landfill	Reported Loose Volume	Reported Compactor	Estimated Tons Based On Reported Volume	Under- Reported MSW Tons
Jan-11	189.93	-	4,234.74	540.00	298.99	(109.06)
Feb-11	179.47	-	4,269.38	510.00	293.18	(113.71)
Mar-11	193.73	-	4,096.18	510.00	286.25	(92.52)
Apr-11	234.39	-	4,312.68	540.00	302.11	(67.72)
May-11	183.78	-	4,252.06	540.00	299.68	(115.90)
Jun-11	205.32	-	4,260.72	540.00	300.03	(94.71)
Jul-11	218.50	-	4,104.84	570.00	300.99	(82.49)
Aug-11	298.23	2.53	4,442.58	570.00	314.50	(16.27)
Sep-11	323.16	-	4,581.14	540.00	312.85	10.31
Oct-11	349.38	-	4,338.66	600.00	317.55	31.83
Nov-11	222.87	-	4,269.38	540.00	300.38	(77.51)
Dec-11	206.91	-	4,096.18	510.00	286.25	(79.34)
2011	2,805.67	2.53	51,258.54	6,510.00	3,612.74	(807.07)
						-28.77%

While the volume of waste collected by Titan Waste dropped by 7,564.13 cubic-yards in 2011 use of Perdido landfill actually increased by 666.39 tons.

The table below summarizes our audit findings for failure to properly direct all County franchise tonnage as prescribed by the agreement:

Phase 2 Audit Finding Calculations – Titan Waste

Period	Estimated Tonnage	Actual Tonnage to Perdido Landfill	Difference	Per Ton Rate	Total Amount Due
CY 2010 thru 9/30	3,177.79	1,542.89	1,634.90	\$ 36.30	\$ 59,346.77
CY 2010 10/1 thru 9/30/2011	3,668.09	2,622.90	1,045.19	\$ 39.28	\$ 41,055.06
CY 2011	904.17	779.16	125.01	\$ 40.65	\$ 5,081.61
Total	7,750.05	4,944.95	2,805.10	\$ 116.23	\$ 105,483.44

In the table above “Estimated Tonnage” constitutes Total Tonnage (TT), “Actual Tonnage to Perdido Landfill” constitutes Amount to Designated Facility (AD), and “Per Ton Rate” is the Average Tipping Fee (TF) from Section 27(A) of the franchise agreement. Using the formula prescribed therein { $(TT - AD) \times TF = AO$ } Titan Waste owes Escambia County \$105,483.44 (AO) to resolve the audit.

While this amount may be reduced in Titan Waste can prove EW Waste hauled their County-franchise waste in January/February 2010, the majority of the finding will stand.

We believe Titan Waste's historic used of Gulf Coast Recycling was not permissible for the following reasons:

1. This hauling did not meet the exemption provided in Section 42 of the agreement since the Contractor (Titan Waste) did not receive written authorization to do so from the Contract Administrator.
2. Neither the material recycled by Gulf Coast Recycling nor the residual waste disposed, was reported to the Contract Administrator by Titan Waste.
3. We cannot confirm that 100% of the residual waste from these loads was disposed in Perdido landfill.

Section 17 of the franchise agreement states:

“If the Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, then the Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the Purposes of this Agreement, the Designated Facility is the County's Perdido Landfill.”

The exemption in Section 27(C) of the agreement only applies if: 1) Gulf Coast Recycling had a valid franchise agreement or contract with the County at that time; 2) that agreement or contract requires 100% used of Perdido Landfill; 3) the County gave Titan Waste written approval to deliver material to Gulf Coast Recycling; and 4) Titan Waste can provide the County with verifiable records identifying the dates and amounts for each such delivery.

Our audit has established a finding amount (\$105,483.44) that is clearly prescribed by the agreement. As discussed herein the auditor informed Titan Waste of the records they must assemble to dispute the finding amount. However given the information uncovered during the onsite audit review we do not believe Titan Waste had the written authorization, nor provided the required records, to use the Gulf Coast Recycling facility.

The County submitted a cure letter to Titan Waste and received a response that did not resolve any of the audit findings. The auditor's response to Titan Waste in included herein:

The auditor's ongoing concern has been that the complete lack of records made available at the scheduled audit, combined with your Titan Waste's failure to provide personnel familiar with your accounting practices at the onsite audit, may be an effort on the part of Titan Waste to hide

details of non-compliant franchise service. Of particular concern is the potential that Titan Waste is hauling commercial solid waste, not source separated by their customers, to a recycling facility. This concern is based upon weight tickets shown to the auditor with notations of 20% and 30% contamination levels when source separated loads should have contamination levels of 10% or less.

If such activity occurred, a non-approved business practice of Titan Waste prevented the County from collecting landfill revenues to which it would have received had they complied with franchise agreement terms.

From Titan Waste's response to the County's cure letter these concerns have only been heightened as they are confirming numerous violations of the franchise agreement therein. In addition the auditor is not satisfied that correct franchise fee payments were made due to Titan Waste's inability and potential unwillingness to provide any accounting system records,

Specific to the "corrective measures" listed in Titan Waste's response, the auditor has the following comments:

1. Customer Contracts – By your response Titan Waste is acknowledging that they do not have contracts in place with all customers as required by Section 7 of the franchise agreement. Such contracts are required to identify, at minimum: the frequency of collection; the size and number of containers, and the fees that Titan Waste is charging. Specifically these contracts must identify the County franchise fee and tip fee the customer will be charged. Failure to have these contracts in place is a significant violation of the franchise agreement as it limits the County's ability to effectively audit Titan Waste's services and fees for compliance.
2. Failure to Deliver Solid Waste to Perdido Landfill – The one-page table submitted by Titan Waste does not constitute acceptable proof of compliance. At this juncture the auditor needed to see the actual weight tickets for each load delivered to Gulf States Recycling. In addition, as required by the franchise agreement, Titan Waste must provide detailed dates and weights for all tonnage that was not delivered to Perdido Landfill (see item "c" below). Finally the auditor requires production of your customer records in order to determine, at minimum, that all customers with "recycling service" are receiving that service **in addition to** trash collection service.

Titan Waste's "corrective measure" response also failed to include the remainder of the sentence they presented regarding ownership of recyclable materials. This omitted portion requires that Titan Waste report the amounts recycled to the County Administrator on an annual basis, which was not done. More specific to the auditor's issue regarding your recycling activity is Section 27C of the agreement which establishes the following requirements for all recycling programs:

- a. The facility receiving this recyclable material must have a franchise or other agreement with the County that requires that facility to deliver any residual waste to Perdido Landfill; and

- b. The hauler receives advanced written approval from the County for the recycling program; and
- c. The hauler provides the County with verifiable records identifying the dates and amounts delivered to that facility.

Titan Waste never requested or received County permission for this recycling program. Reports of amounts recycled were not provided as required and verifiable records, establishing each date and amount delivered were not provided when requested by the County (at the audit and in the County's cure letter). All are violations of the franchise agreement.

- 3. Waste Hauled to Facilities other than Perdido Landfill – As noted above the table Titan Waste provided is inadequate proof of compliance. The 3,048.73 ton figure listed as justification to offset the audit finding tonnage shortfall is for a period that includes data from 2012 (342.82 tons) when the County's finding is based upon calendar years 2010 and 2011 only.
- 4. Insufficient Records for Franchise Fee Calculations – Titan Waste's response acknowledges their violation of Section 31 of the agreement (not providing records within 10 business days of request by County Administrator). This is in addition to Titan Waste failing to provide these records as required at the scheduled audit date, and the following date when a second attempt was made to perform the required audit. Now, nearly three months after that date Titan Waste's request for an additional 50 days to produce records is considered unreasonable by the auditor.

The auditor's opinion is that Titan Waste's failure to provide proper accounting of their franchise activity does not alleviate their responsibility to provide the County with revenues reasonably expected based upon collection volume data your firm has provided and attested as accurate. The audit finding established by the auditor is based upon volume-to-weight ratios Titan Waste agreed were accurate when they executed the franchise agreement with the County. The reasonableness of this volume-to-weight ratio was further substantiated through the County's recent audit. Every other firm in the non-exclusive franchise had audited volume-to-weight ratios that are higher than the ratios in the franchise agreement. Therefore the \$105,483.44 audit finding establishes those revenues the County was reasonably entitled to receive under franchise agreement terms.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3769

County Administrator's Report 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Transitional Housing Ownership Transfer Agreement with The Children's Home Society of Florida and Hope Center for Teens, Inc.

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Transitional Housing Ownership Transfer Agreement with The Children's Home Society of Florida and Hope Center for Teens, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Transitional Housing Ownership Transfer Agreement (Children's Home Society) with The Children's Home Society of Florida and Hope Center for Teens, Inc.:

A. Approve the Transitional Housing Ownership Transfer Agreement with The Children's Home Society of Florida and Hope Center for Teens, Inc., detailing requirements for the transfer of the Hurricane Housing Recovery Program (HHRP) assisted property and facility located at 51 East Pinestead Road (Property Reference #271S301202008001), from Hope Center for Teens, Inc., to The Children's Home Society of Florida; and

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the transfer of the property, including any actions that may be required of the County Attorney's Office.

[Funding: Not Applicable]

BACKGROUND:

On June 7, 2007, the Board approved the Transitional Housing Development Agreement with Hope Center for Teens, Inc. (Hope Center) wherein Hurricane Housing Recovery Program (HHRP) special needs housing funds were allocated to assist Hope Center with construction of a facility (duplex) on property owned by Hope Center at 51 Pinestead Road to be used in meeting transitional housing needs of homeless pregnant women or women with children in Escambia County (see **Exhibit I** for BCC resume). Hope Center developed the facility and has continued to operate the duplex for the intended purpose since initial occupancy in compliance with the Property Use Deed Restriction (see **Exhibit II** for copy of recorded deed restriction). In the fall of 2012, Hope Center staff met with Neighborhood Enterprise Foundation, Inc. (NEFI) staff to advise that the organization was systematically moving toward termination of its corporate status and would subsequently cease operations in 2013 (due to decreased funding levels for the

program). Per terms of the HHRP Agreement with Hope Center, NEFI worked cooperatively with Hope Center to identify an alternate, qualified organization with the staff and operational capacity to assume ownership, management and operation of the duplex for similar purposes subsequent to the disbanding of Hope Center. The Children's Home Society of Florida (CHS), which locally operates programs very similar to those undertaken by Hope Center, has agreed to assume ownership, fiscal and programmatic responsibility for the duplex by effectively stepping into the shoes of Hope Center for the remaining duration of the term of the HHRP Agreement and the accompanying Property Use Deed Restriction (which will expire on January 24, 2023).

The tri-party agreement, including in **Exhibit III**, provides for transition of the property and all associated responsibilities from Hope Center to CHS, provides for the exit of Hope Center from any responsibility upon approval of the assumption by CHS, and continues the HHRP related property use monitoring functions currently managed by NEFI.

BUDGETARY IMPACT:

No County or NEFI expenditures are involved in this transaction. Any recording or property transfer fees that arise will be paid by CHS.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Transfer Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Previously approved formal Agreements that are substantially revised or reconstituted require approval of the Board.

IMPLEMENTATION/COORDINATION:

Upon approval and countersignature by the Board Chairman, implementation of the Agreement will be coordinated with Hope Center and Children's Home Society. NEFI will oversee the process with the assistance of the County Attorney's Office to the extent necessary. The content of this recommendation and the date on which the Board will consider same have been communicated to responsible staff with Hope Center and Children's Home Society.

Attachments

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-21. Approval of Various Consent Agenda Items – Continued

2. Taking the following action regarding the Hurricane Housing Recovery Program (HHRP) Transitional Housing Development Agreement with Hope Center for Teens, Inc.:

[Click here and go to pages 1-3 to view the recorded Declaration of Covenants and Restrictions filed with the 4/17/2008, Minutes.](#)

- A. Approving an Agreement with Hope Center for Teens, Inc., committing a maximum of \$120,000 in HHRP funds to assist with financing the construction of two new transitional housing units, for homeless women and women with children, located at the southwest corner of East Pinestead Road and Lucy Street in Escambia County (Fund 120/HHRP-220426); and
- B. Authorizing the Chairman or Vice Chairman to execute the Agreement and the County Administrator to execute related construction Contracts and all project-related documents as may be required to complete the project.

3. Taking the following action concerning the Fiscal Year 2007-2008 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, in the amount of \$144,407, for the following projects:

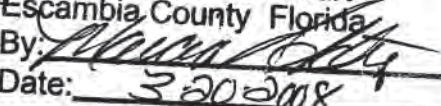
- A. Approving the following Subgrant Applications to be submitted for funding under the Edward Byrne Memorial JAG Program administered by the Florida Department of Law Enforcement:
 - (1) ESCAMBIA COUNTY SHERIFF'S OFFICE – The Sheriff's Office is seeking to continue funding for sworn officers in the Increased Law Enforcement Project in communities where high crime rates continue to be a problem; the amount of the Grant Request is \$100,000;
 - (2) ESCAMBIA COUNTY DRUG COURT TREATMENT PROGRAM – The Court Administrator's Office is seeking funding for treatment services for eight offenders; the amount of Grant Request is \$28,000; and

(Continued on Page 31)

2008-000467 BCC
Apr. 17, 2008 Page 1

EXHIBIT II

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523 (850) 458-0466

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County Florida
By: 
Date: 3-20-2008



DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **HOPE CENTER FOR TEENS, INC.**, a Florida corporation not-for-profit
("Hope Center");

WHEREAS, Hope Center owns that certain property in Escambia County, Florida, more or particularly
described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, Hope Center has caused the construction of one multifamily duplex with two transitional housing
units, known as **HOPE CENTER TRANSITIONAL HOUSING UNITS**, (the "Project") on the Property in order to
assist in providing housing for the homeless in Escambia County, Florida; and

WHEREAS, Hope Center further desires to impose certain restrictions on the Property in order to assure the
Project based upon primary funding through the Escambia/Pensacola Hurricane Housing Recovery Program
(HHRP);

NOW THEREFORE, for and in consideration of the premises, Hope Center, for itself and its successors and
assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Property shall be
held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe,
comply with, and be bound by all such covenants and restrictions until **JANUARY 24, 2023**.

1. Hope Center for Teens, Inc. (the "Agency"), shall for a minimum of fifteen (15) years,
restrict the use of the above-described real property to transitional housing
for occupancy by homeless lower-income women with children families
(defined as those families whose incomes do not exceed thirty percent (30%) of the
Pensacola Metropolitan Area median income, as determined by the Secretary of
Housing and Urban Development, with adjustment for family size) who are
receiving case management services through the Agency. The Agency shall
continually maintain occupancy information, and said documentation shall be
provided by the Agency to the County or its designated representative at least
quarterly for the duration of this deed restriction. This property use restriction
shall expire on JANUARY 24, 2023 unless the property is sold as affordable
home ownership housing as described below.

In the event the Agency determines that this property is no longer suitable for use
as transitional housing for the homeless and no alternate HHRP eligible uses for
the property have been approved by the County, the Agency shall advise the
Board of County Commissioners of such decision in writing. Thereupon, the
Agency shall immediately repay to the County (HHRP Trust Fund), \$120,000 which
is the total amount of the HHRP assistance provided to the Agency in support of

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the development of the transitional housing facility. The Board of County Commissioners shall solely have the authority to release said property described in Exhibit "A" from the requirements stipulated herein and may do so only upon repayment of the total amount of the HHRP assistance provided to the Agency in accordance with the provisions of the HHRP Development Agreement executed between the parties and dated June 7, 2007. Such approval by the Board of County Commissioners shall be evidenced in the official minutes of the Board of County Commissioners as maintained in the public records of Escambia County, Florida. Upon full repayment of HHRP funds to the County and recording of said Resolution, the Agency's obligation to use the property for transitional housing for homeless persons as cited above shall cease.

2. These Covenants and Restrictions shall run continuously with the Property until JANUARY 24, 2023.

IN WITNESS WHEREOF, Hope Center, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this 20th day of February, 2008.

HOPE CENTER FOR TEENS, INC.,

a Florida not for profit corporation as authorized by and through action of its Board of Directors on Athena du Pre
2.20.08

By: Athena du Pre
Athena du Pre
President, Board of Directors

WITNESSED:

By: Cheryl Kenan
Print Name: Cheryl Kenan

By: Victoria W. Neff
Print Name: Victoria W. Neff

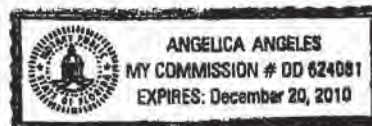
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of February, 2008, by Athena du Pre, who is President of the Board of Directors of Hope Center for Teens, Inc., a Florida not for profit corporation, and who has produced FL DL as identification or who is personally known to me.

Angelica Angeles
NOTARY PUBLIC

Print Name Angelica Angeles
Commission No. _____
My Commission Expires: _____

SEAL



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EXHIBIT A

Commence at the Northwest corner of Lot 23, Victory Heights Subdivision, as recorded in Plat Book 2 at Page 12, of the Public Records of Escambia County, Florida; thence North 75°47'00" East along the North line of said Subdivision for a distance of 702.61 feet to the Point of Beginning; thence continue North 75°47'00" East along said North line for a distance of 80.45 feet to the Westerly right of way line of a County Road (66' R/W, as recorded in OR Book 285 at Page 347, of the Public Records of said County); thence North 10°57'00" West along said Westerly right of way line for a distance of 147.59 feet to the Southerly right of way line of Pinestead Road (66' R/W, as recorded in Deed Book 490 at Page 749, of the Public Records of said County); thence South 75°47'00" West along said Southerly right of way line for a distance of 88.86 feet; thence South 14°13'00" East for a distance of 147.35 feet to the Point of Beginning. All lying and being in Section 27, Township 1 South, Range 30 West, Escambia County, Florida.

**TRANSITIONAL HOUSING OWNERSHIP TRANSFER AGREEMENT
(CHILDREN'S HOME SOCIETY)**

THIS AGREEMENT is made and entered into this 21st day of February, **2013**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as "County"; **HOPE CENTER FOR TEENS, INC.**, a not for profit corporation organized under the laws of the State of Florida (Federal Identification Number 59-3673772) hereinafter referred to as "Hope Center"; and **THE CHILDREN'S HOME SOCIETY OF FLORIDA**, a not for profit corporation organized under the laws of the State of Florida (Federal Identification Number 59-0192430) hereinafter referred to as "CHS" for the sole purpose of establishing protocols for the transfer of ownership of transitional housing units (hereinafter "facility") previously developed with Escambia/Pensacola Hurricane Housing Recovery Program (hereinafter "HHRP") support from Hope Center to CHS to ensure continued use to address long-term transitional housing needs of homeless pregnant women or women with children in Escambia County.

WITNESSETH:

WHEREAS, in 2007, the County provided \$120,000 in HHRP funds to finance development of transitional housing units by Hope Center targeting special needs of homeless pregnant women or women with children; and,

WHEREAS, the transitional housing facility was constructed and has been continually utilized by Hope Center for the stipulated eligible purpose in the ensuing period; and,

WHEREAS, Hope Center has provided proper notice to the County of its intent to cease operations and to terminate use of the facility located at 51 East Pinestead Road, Pensacola, Florida 32503; and,

WHEREAS, CHS now wishes to assume ownership, operation and use of, and responsibility for, the facility located at 51 East Pinestead Road, Pensacola, Florida 32503 in accordance with provisions of the June 7, 2007 Transitional Housing Development Agreement between the County and Hope Center; and,

WHEREAS, such assumption by CHS positively provides for an HHRP eligible use of the facility and continued availability of services for the targeted special needs population; and,

WHEREAS, the facility will continue to be utilized by CHS to serve homeless persons in accordance with provisions of Florida Administrative Code Rules 67-ER05 and 67-37; and,

WHEREAS, CHS possesses the financial and managerial ability to provide for the continuing staffing, operation and maintenance of the facilities upon taking ownership of the facility.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good valuable consideration, the parties agree as follows:

ARTICLE I Supervision

1. CHS agrees to perform required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are designated as follows:

Contract Manager for County:	Randy Wilkerson, Executive Director Neighborhood Enterprise Foundation, Inc. P. O. Box 18178 Pensacola, Florida 32523 Phone: (850) 458-0466 Fax: (850) 458-0464
------------------------------	--

Contract Coordinator for CHS:	Tim Putman, MAMFC, LMHC Executive Director The Children's Home Society of Florida Western Division 1300 North Palafox Street Pensacola, Florida 32501 Phone: (850) 266-2700 Fax: (850) 595-0178
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Contract Coordinator for Hope Center:	Jennifer Young, Executive Director Hope Center for Teens, Inc. P.O. Box 19024 Pensacola, Florida 32523 Phone: (850) 434-1340 Fax: (850) 434-1345
---------------------------------------	---

ARTICLE II Acknowledgement of Transfer of Ownership

2. Upon execution of this Agreement by all parties, legal transfer of the property located at **51 East Pinestead Road (Property Reference # 271S301202008001)** and filing of an Amended Deed Restriction in the Escambia County public records stating required property use restrictions, Hope Center shall be totally absolved and relieved of any responsibility or liability for the subject property and the accompanying requirements stipulated in the June 7, 2007 Agreement between Hope Center and the County. Further, upon accomplishing the legal transfer of the ownership and use obligation to CHS as documented in the public records of Escambia County, the June 7, 2007 Agreement between Hope Center and the County shall be deemed to be terminated. Evidence of ownership of the above referenced property by Hope Center is provided in **EXHIBIT I** of this Agreement.

ARTICLE III County Responsibilities

3. All parties understand and acknowledge that **no funds are to be provided to CHS or Hope Center by the County** through this Agreement. Any and all costs, including but not limited to title search/title insurance, recording fees, property or other taxes, photocopying and mailing; incurred in effecting the legal transfer of ownership of the property located at 51 Pinestead Road, Pensacola, Florida 32503 shall be borne by CHS and/or Hope Center, but not by the County.

3.1 As the legal recipient of the HHRP funds referenced in Article II above, the County shall have final authority regarding the allowability of CHS's initial and any future use of the two (2) unit transitional housing facility for the duration of the use restriction established in the draft Amended Deed Restriction included in **Exhibit II** of this Agreement. All HHRP Grant long term compliance matters shall be under the control of the County ("NEFI").

3.2 County ("NEFI") shall maintain oversight of the facility which is comprised of one (1) multi-family duplex containing 2 units for the duration of this Agreement. Upon assumption of ownership by CHS, the facility shall be solely for use by CHS in delivering transitional housing services for homeless pregnant women and/or women with children as described in Article IV Section 4.3 of this Agreement. By execution of this Agreement, CHS agrees to the utilization of the property and facility in accordance with the terms and conditions stipulated herein.

3.4 The County (NEFI) and CHS shall adhere to all applicable Federal, State and local regulations applicable to the use and operation of the facility.

ARTICLE IV Hope Center and CHS Responsibilities

4. Hope Center and CHS agree to fully cooperate and assist the County (NEFI) in accomplishing the transfer of ownership of the facility as delineated in this Agreement.

4.1 CHS and Hope Center's designated Contract Coordinator shall serve as liaison to County (NEFI) and such representative shall continually coordinate with the County's designated Contract Manager to assure positive culmination of the tenets of this Agreement.

4.2 CHS and Hope Center Contract Coordinators or representatives shall participate in routine meetings, telephone conferences, and project reviews; and shall bring any project related concerns to the attention of the County Contract Manager in the most prudent manner possible. Within a maximum of sixty (60) days after the approval of this Agreement, Hope Center and CHS shall fully accomplish the transfer of ownership of the facility, including filing of the required Amended Deed Restriction, to the satisfaction of County (NEFI).

4.3 Upon culmination of the transfer of ownership from Hope Center to CHS, the HHRP assisted facility shall be continuously utilized by CHS expressly and solely for the provision of transitional housing for homeless individuals and families including, but not limited to pregnant women or women with children. For purposes of this agreement, the term "transitional housing" shall refer to a term of continuous occupancy by an HHRP eligible homeless family that does

not exceed a maximum of twenty four (24) months. An eligible family is defined as a homeless or former homeless individual or family with children under case management of CHS and having a gross family income less than fifty percent (50%) of the Pensacola area median income adjusted for family size. Said families must be concurrently receiving case management and supportive services from CHS to assist their return to independent living in the community. Such services may minimally include: family and individual counseling; job orientation/job search; job readiness/job skills training; alcohol/drug abuse counseling and treatment, where warranted; parenting skills development; access to GED, vocational or similar educational opportunities; credit and consumer counseling; and other services as may be warranted based upon the individual needs of each family. Transitional housing and all related services provided to eligible families by CHS utilizing the facility (units) provided hereunder shall be continually made available in a non-discriminatory manner to all persons. The facility (units) to be provided to CHS through this Agreement shall at all times be used exclusively by CHS for this stipulated purpose. This requirement shall be legally confirmed by recording an Amended Property Use Deed Restriction in the official property records of Escambia County limiting the use of the facility to the purposes specified in this Agreement. Said Amended Deed Restriction shall be in conformance with the document provided in **EXHIBIT II** of this Agreement, and shall be recorded in conjunction with the transfer of ownership from Hope Center to CHS. Failure of CHS to conform to the prescribed facility use restrictions shall render this agreement null and void, resulting in the cancellation of the agreement, whereupon, CHS shall repay the HHRP funds to the County in the amount of \$120,000; or CHS shall obtain written County approval of an acceptable alternate use of the facility. In this regard, for the duration of this Agreement, the County retains the exclusive right to review and approve alternate uses of the transitional housing facility in accordance with the HHRP Program eligibility requirements as specified in FHFC Administrative Rule 67-ER05, and subsequent amendments thereto.

4.4 Immediately upon transfer of ownership to CHS, all responsibility and liability for the ongoing day-to-day oversight, staffing, operational funding, maintenance, repair, regulatory compliance, insurance and any related obligation or requirement associated with the HHRP Grant assisted facility shall vest with CHS. Execution of this agreement indicates CHS's concurrence with the restrictions imposed herein.

4.5 CHS is currently a chartered Florida non-profit corporation organized in accordance with Chapter 617 of the Florida Statutes. Further, CHS is recognized as a 501(c)(3) non-profit corporation by the United States Internal Revenue Service. CHS shall maintain the foregoing status throughout the term of the Agreement. Initial documentation of Florida incorporation and IRS 501(C)(3) designation is included in **EXHIBIT III** of this Agreement. If at any time during the term of this agreement CHS's non-profit status is terminated, withdrawn, threatened or altered in any manner, CHS shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this agreement, and subject said agreement to cancellation in accordance with provisions of Article VIII Section 8.1 of this Agreement.

ARTICLE V

Data Collection and Reporting

5. CHS shall maintain accurate and timely records detailing the occupancy status of the transitional housing units at all times, including characteristics, family income, occupancy status, etc. as directed by the County ("NEFI"), and detailed in **EXHIBIT IV** of this Agreement.

Reporting requirements may be revised from time to time to meet data needs of the County ("NEFI").

5.1 CHS shall cooperate with NEFI in assuring that HHRP income compliance requirements are met by each individual or family prior to occupancy of the HHRP assisted facility (comprised of two transitional housing units). Income certifications along with clear documentation of income eligibility of each family shall be provided, in writing, to NEFI prior to the occupancy of the subject units by the family. NEFI shall provide required income certification forms and training to CHS staff on a routine basis to ensure continuing compliance with HHRP eligibility restrictions.

ARTICLE VI

Continuing Facility Use and Reversion

6. Upon transfer of ownership, said facility shall be continuously utilized by CHS solely for the provision of transitional housing for homeless individuals and families, including but not limited to pregnant women or women with children as governed by HHRP Program regulations. No alternate uses are implied or authorized by this Agreement. Therefore, should the Grant assisted facility cease to be used for the authorized purpose for any consecutive period exceeding sixty (60) calendar days, CHS shall immediately notify the County of such action.

6.1 In the event CHS ceases to use the transitional housing units for the original or an approved alternate purpose, in accordance with the property use deed restriction CHS shall repay to the County \$120,000 in HHRP funds originally provided to Hope Center to finance development of the facility, or transfer ownership of the property to the County, or find another eligible agency that is willing to fulfill the obligations under said restrictions and transfer ownership to that agency, or CHS shall obtain written County approval of an acceptable alternate use of the facility. The County shall have the final approval authority regarding alternative uses for the transitional housing facility in accordance with HHRP Administrative Rule 67-ER05 for the duration of this Agreement.

6.2 CHS shall possess and control the transitional housing units only for the stated purpose and shall not encumber, mortgage, pledge, or otherwise endanger the Grant assisted facility provided herein without the prior express consent of the County. Said terms and conditions shall remain in effect for the full duration of this Agreement.

ARTICLE VII

Secular Use

7. CHS is an incorporated, non-profit corporation organized under the laws of the State of Florida with Internal Revenue Service ("IRS") 501(c)(3) status. CHS functions primarily as a community and social service organization with specific emphasis upon assisting the homeless and less fortunate. Such purpose is stipulated in the organization's Articles of Incorporation and Corporate Charter as filed with the State of Florida Office of the Secretary of State as incorporated into **EXHIBIT III** of this Agreement. CHS shall not operate as a church, primarily religious organization, or other religious entity in carrying out the services envisioned in this Agreement.

ARTICLE VIII

Term of Agreement

8. This Agreement shall commence on the 21st day of February, 2013, and terminate on January 24, 2023, or unless terminated earlier per Section 6.1.

8.1 If CHS should fail to perform its duties as defined herein with respect to the facility, the County may without legal or financial liability, or recourse to CHS, terminate this agreement by providing written thirty (30) day notification to CHS. In the event of termination for CHS's failure to perform, the County shall afford CHS the opportunity to initiate actions to rectify the deficiency during the thirty (30) day notification period. During this period, the County may seek other remedies as provided in this Agreement or provisions of law.

ARTICLE IX

Records

9. The County (NEFI), Hope Center and CHS agree to maintain records specifically related to this Agreement in such a manner as to assure proper accountability and documentation.

9.1 The County, Hope Center, CHS and NEFI records and accounts, specific to this Agreement, shall at all times be subject to inspection, review, and/or audit for a period of five (5) years following the date of transfer of ownership of the facility, unless such records are the subject of litigation or audit, whereupon, such records shall be maintained indefinitely pending completion of said litigation or audit. Access to such records will be provided to the County (NEFI), Florida Housing Finance Corporation (FHFC) and/or other duly authorized parties upon request.

9.2 CHS, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of CHS. One (1) complete original of each annual audit shall be provided to the Office of the Clerk of the Circuit Court/Finance Division by CHS for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by CHS, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to the Office of the Clerk of the Circuit Court/Finance Division.

ARTICLE X

Civil Rights and Anti-Discrimination

10. CHS accepts the terms of this Agreement and all related provisions included in this Agreement, as the same may be amended.

10.1 All parties agree to provide Equal Employment Opportunity to all individuals regardless of sex, race, color, handicap, familial status, disability, religion, or national origin. Upon assuming ownership of and in the management/operation of the facility, CHS shall not discriminate against any employee or applicant, because of race, religion, color, sex, national origin, disability, or familial status. CHS shall take affirmative action to ensure that applicants are employed, and that employees treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action

shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. CHS agrees to post in a conspicuous place notices setting forth the provisions of the Equal Opportunity Clause.

10.2 CHS shall provide written reports at least annually to the County Contract Manager, in a form and manner generally prescribed in **EXHIBIT IV** of this Agreement, stipulating number of persons served, estimated racial composition of clients served, and the type of service provided through the facility, and such other and additional information as the County (NEFI) may reasonably require. Such reports shall be provided to the County Contract Manager for the duration of this Agreement, unless written authorization to dispense with said reporting is provided to CHS by the County Contract Manager.

10.3 All services and facilities associated with this project shall be made available by CHS in a non-discriminatory manner. Services and access to the facility shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. Further, the facility will be operated in strict accordance with provisions of the Americans with Disabilities Act (ADA), and shall be fully accessible to handicapped individuals during hours of operation. CHS accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

ARTICLE XI

Insurance and Indemnification Requirements

11. CHS shall act as independent contractor and not as employees of the County; or its designated agent, NEFI; in providing the aforementioned services. CHS shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, agents, and representatives from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement, provided any such claim, suit, action damage, liability or expense is caused in whole or in part by an act or omission of CHS, or the contractors, subcontractors, representatives, licensees, invitees, agents or employees of CHS, or employees of any of the aforementioned individuals or entities. CHS'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.

11.1 As owner of the transitional housing facility, CHS shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. CHS shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The

County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. CHS shall maintain an automobile liability insurance policy with One Million Dollars (\$1,000,000), minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by CHS.

c. CHS shall procure and maintain a worker's compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. The other party shall also purchase any other coverage's required by law for the benefit of the employees.

All of the above policies shall be with carriers admitted to do business in the State of Florida. CHS shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591, Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, CHS shall furnish copies of insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, as determined by the County, which show policies with Insurers with a Secure A.M. Best rating and financial rating guide. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. CHS shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, CHS shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

11.2 CHS required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the CHS's coverage. CHS policies of coverage will be considered primary as related to all provisions of the agreement.

11.3 CHS agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County and/or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

11.5 CHS and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. CHS agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of CHS, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, CHS assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE XII

Nepotism

12. CHS agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XIII

HHRP Grant Program Income

13. No HHRP program income will result from the project. Any rental or related income generated by the occupancy of the transitional housing facility shall be used by CHS to support operational costs of the facility.

ARTICLE XIV

Uniform Requirements

14. CHS will comply with all applicable provisions of the requirements associated with the expenditure of HHRP Grant funds as denoted herein and expressly stated in **EXHIBIT V**.

ARTICLE XIV

General Provisions

15. CHS agrees that the contents of **EXHIBITS I, II, III, IV and V** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, CHS agrees:

15.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

15.2 To permit and facilitate such audits and reviews as may be required by FHFC, the Escambia County Clerk of the Circuit Court/Finance Division, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

15.3 To produce all documents upon request by the County, FHFC, or the authorized representatives of each party

ARTICLE XVI

Understanding of Terms

16. This agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article VI Section 6.1 above. This agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

16.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

16.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

16.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

16.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under paragraph 1, above.

16.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

By: _____
Deputy Clerk
(SEAL)

BCC Approved: February 21, 2013

Approved as to form and legal sufficiency:

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: AG

Date: 1/20/12

**THE CHILDREN'S HOME SOCIETY OF
FLORIDA**, a not for profit corporation
chartered in the State of Florida, by and
through its **Board of Directors**

By: _____

President, Board of Directors

WITNESSED:

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2013,
by _____, who is President of the Board of Directors of The Children's
Home Society of Florida, a not for profit corporation, who did not take an oath and who:

____ is/are personally known to me.

____ produced current Florida driver's license as identification.

____ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

HOPE CENTER FOR TEENS, INC.,
a not for profit corporation chartered in the
State of Florida, by and through its **Board of
Directors**

By: _____

President, Board of Directors

WITNESSED:

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2013,
by _____, who is President of the Board of Directors of Hope Center
for Teens, Inc., a not for profit corporation, who did not take an oath and who:

____ is/are personally known to me.
____ produced current Florida driver's license as identification.
____ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

EXHIBIT I

**EVIDENCE OF OWNERSHIP/CONTROL OF DEVELOPMENT SITE BY
HOPE CENTER FOR TEENS, INC.**

AND

RECORDED PROPERTY USE DEED RESTRICTIONS

Prepared by:
Michelle Keever, an employee of
Key Title Settlement Services, Inc.
2629 Creighton Road, Suite 3
Pensacola, FL 32504
(850) 494-1350

File No.: KT070168

WARRANTY DEED

This indenture made on A.D. May 1, 2007, by Ricky Huang, a married man whose address is: 1658 Cedrus Lane, Pensacola, FL 32514 hereinafter called the "grantor", to Hope Center for Teens, Inc. whose address is: 2650 Tinos Circle, Pensacola, FL 32526 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, to-wit:

Commence at the Northwest corner of Lot 23, Victory Heights Subdivision, as recorded in Plat Book 2 at Page 12, of the Public Records of Escambia County, Florida; thence North 75°47'00" East along the North line of said Subdivision for a distance of 702.61 feet to the Point of Beginning; thence continue North 75°47'00" East along said North line for a distance of 80.45 feet to the Westerly right of way line of a County Road (66' R/W, as recorded in OR Book 285 at Page 347, of the Public Records of said County); thence North 10°57'00" West along said Westerly right of way line for a distance of 147.59 feet to the Southerly right of way line of Pineslead Road (66' R/W, as recorded in Deed Book 490 at Page 749, of the Public Records of said County); thence South 75°47'00" West along said Southerly right of way line for a distance of 88.86 feet; thence South 14°13'00" East for a distance of 147.35 feet to the Point of Beginning. All lying and being in Section 27, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel Identification Number: 271S30-1202-008-001, 27-1S-30-1202-008-001

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.


Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.


To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2007.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered in our presence:

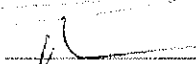

Witness Signature
Print Name: Patricia A. Seifert


Ricky Huang
1658 Cedrus Lane
Pensacola, FL 32514


Witness Signature
Print Name: Brandi Parkerson

State of Florida
County of Escambia

Sworn To, Subscribed and Acknowledged before me on May 1, 2007, by Ricky Huang, a married man, who is personally known to me or who has produced a valid driver's license as identification.


Notary Public



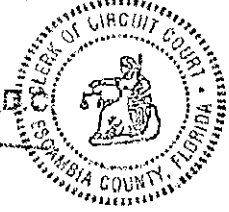
Brandi Parkerson
Commission #03772226
Expires Jan 18, 2008
Bonded Title
Algarine Bonding Co., Inc.

Rev. March 13, 2007

2008-000467 BCC
Apr. 17, 2008 Page 1

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523 (850) 458-0466

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County Florida
By [Signature]
Date: 3-30-08



DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by HOPE CENTER FOR TEENS, INC., a Florida corporation not-for-profit
("Hope Center");

WHEREAS, Hope Center owns that certain property in Escambia County, Florida, more or particularly
described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, Hope Center has caused the construction of one multifamily duplex with two transitional housing
units, known as HOPE CENTER TRANSITIONAL HOUSING UNITS, (the "Project") on the Property in order to
assist in providing housing for the homeless in Escambia County, Florida; and

WHEREAS, Hope Center further desires to impose certain restrictions on the Property in order to assure the
Project based upon primary funding through the Escambia/Pensacola Hurricane Housing Recovery Program
(HHRP);

NOW THEREFORE, for and in consideration of the premises, Hope Center, for itself and its successors and
assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Property shall be
held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe,
comply with, and be bound by all such covenants and restrictions until JANUARY 24, 2023.

1. Hope Center for Teens, Inc. (the "Agency"), shall for a minimum of fifteen (15) years,
restrict the use of the above-described real property to transitional housing
for occupancy by homeless lower-income women with children families
(defined as those families whose incomes do not exceed thirty percent (30%) of the
Pensacola Metropolitan Area median income, as determined by the Secretary of
Housing and Urban Development, with adjustment for family size) who are
receiving case management services through the Agency. The Agency shall
continually maintain occupancy information, and said documentation shall be
provided by the Agency to the County or its designated representative at least
quarterly for the duration of this deed restriction. This property use restriction
shall expire on JANUARY 24, 2023 unless the property is sold as affordable
home ownership housing as described below.

In the event the Agency determines that this property is no longer suitable for use
as transitional housing for the homeless and no alternate HHRP eligible uses for
the property have been approved by the County, the Agency shall advise the
Board of County Commissioners of such decision in writing. Thereupon, the
Agency shall immediately repay to the County (HHRP Trust Fund), \$120,000 which
is the total amount of the HHRP assistance provided to the Agency in support of

2008-000467 BCC
Apr. 17, 2008 Page 2

the development of the transitional housing facility. The Board of County Commissioners shall solely have the authority to release said property described in Exhibit "A" from the requirements stipulated herein and may do so only upon repayment of the total amount of the HHRP assistance provided to the Agency in accordance with the provisions of the HHRP Development Agreement executed between the parties and dated June 7, 2007. Such approval by the Board of County Commissioners shall be evidenced in the official minutes of the Board of County Commissioners as maintained in the public records of Escambia County, Florida. Upon full repayment of HHRP funds to the County and recording of said Resolution, the Agency's obligation to use the property for transitional housing for homeless persons as cited above shall cease.

2. These Covenants and Restrictions shall run continuously with the Property until JANUARY 24, 2023.

IN WITNESS WHEREOF, Hope Center, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this 20th day of February, 2008.

HOPE CENTER FOR TEENS, INC.,

a Florida not for profit corporation as authorized by and through action of its Board of Directors on Athena du Pre
2.20.08

By: Athena du Pre
Athena du Pre
President, Board of Directors

WITNESSED:

By: Cheryl Kenan
Print Name: Cheryl Kenan

By: Victoria Neff
Print Name: Victoria Neff

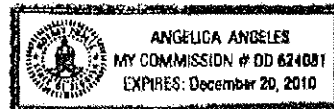
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of February, 2008, by Athena du Pre, who is President of the Board of Directors of Hope Center for Teens, Inc., a Florida not for profit corporation, and who has produced FL DL as identification or who is personally known to me.

Angelica Angeles
NOTARY PUBLIC

Print Name Angelica Angeles
Commission No. _____
My Commission Expires: _____

SEAL



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EXHIBIT A

Commence at the Northwest corner of Lot 23, Victory Heights Subdivision, as recorded in Plat Book 2 at Page 12, of the Public Records of Escambia County, Florida; thence North $75^{\circ}47'00''$ East along the North line of said Subdivision for a distance of 702.61 feet to the Point of Beginning; thence continue North $75^{\circ}47'00''$ East along said North line for a distance of 80.45 feet to the Westerly right of way line of a County Road (66' R/W, as recorded in OR Book 285 at Page 347, of the Public Records of said County); thence North $10^{\circ}57'00''$ West along said Westerly right of way line for a distance of 147.59 feet to the Southerly right of way line of Pinestead Road (66' R/W, as recorded in Deed Book 490 at Page 749, of the Public Records of said County); thence South $75^{\circ}47'00''$ West along said Southerly right of way line for a distance of 88.86 feet; thence South $14^{\circ}13'00''$ East for a distance of 147.35 feet to the Point of Beginning. All lying and being in Section 27, Township 1 South, Range 30 West, Escambia County, Florida.

EXHIBIT II

**DRAFT *REPLACEMENT* DEED RESTRICTION
STIPULATING ASSUMPTION OF PROPERTY
BY THE CHILDREN'S HOME SOCIETY OF FLORIDA**

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523 (850) 458-0466

DECLARATION OF COVENANTS AND RESTRICTIONS

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

THIS DECLARATION is made by **THE CHILDREN'S HOME SOCIETY OF FLORIDA**, a Florida corporation not-for-profit ("CHS");

WHEREAS, CHS has assumed ownership of that certain property in Escambia County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, CHS has assumed ownership, management and operation of a duplex containing two transitional housing units, hereinafter referred to as **Transitional Housing/51 East Pinestead Road, Pensacola, Florida** (the "Project") located on the Property in order to assist in providing housing for the homeless in Escambia County, Florida; and

WHEREAS, CHS hereby acknowledges the imposition of certain use restrictions on the Property in order to assure that the Project remains compliant with stipulated funding requirements of the Escambia/Pensacola Hurricane Housing Recovery Program (HHRP);

NOW THEREFORE, for and in consideration of the premises, CHS, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and Restrictions, and declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **January 24, 2023**.

- 1. The Children's Home Society of Florida ("CHS"), shall restrict the use of the above-described real property to transitional housing for occupancy by homeless lower-income women with children or other lower-income homeless individuals and families who are receiving case management services through CHS. Lower-income is defined as those families whose incomes do not exceed fifty (50%) of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size. CHS shall continually maintain occupancy information, and said documentation shall be provided by CHS to the County or its designated representative at least annually for the duration of this deed restriction. This property use restriction shall expire on January 24, 2023, unless the property is sold as affordable home ownership housing as described below.**

In the event CHS determines that this property is no longer suitable for use as transitional housing for the homeless and no alternate HHRP eligible uses for the property have been approved by the County, CHS shall advise the Escambia County Board of County Commissioners of such decision in writing. Thereupon,

CHS shall immediately repay to the County (SHIP Trust Fund/Fund 120) \$120,000, which is the total amount of the HHRP assistance provided for the development of the transitional housing facility, or transfer ownership of the property to the County or find another eligible agency that is willing to fulfill the obligations under said restrictions and transfer ownership to that agency. The Board of County Commissioners shall solely have the authority to release said property described in Exhibit "A" from the requirements stipulated herein and may do so only upon repayment of the total amount of the HHRP assistance referenced herein. Such approval by the Board of County Commissioners shall be evidenced in the official Board minutes as maintained in the public records of Escambia County, Florida. Upon full repayment of HHRP funds to the County, or transferring ownership of the property to the County or finding another eligible agency that is willing to fulfill the obligations under said restrictions and transfer ownership to that agency, CHS's obligation to use the property for transitional housing for homeless persons/families as cited herein shall cease.

2. These Covenants and Restrictions shall run continuously with the Property until January 24, 2023.

IN WITNESS WHEREOF, The Children's Home Society of Florida, pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this ____ day of _____, 2013.

THE CHILDREN'S HOME SOCIETY OF FLORIDA,
a Florida not for profit corporation

By: _____
President
Print Name: _____

WITNESSED:

By: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, who is President of The Children's Home Society of Florida, a Florida not for profit corporation, and who has produced _____ as (identification) or who is personally known to me.

NOTARY PUBLIC

SEAL

Print Name _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Commence at the Northwest corner of Lot 23, Victory Heights Subdivision, as recorded in Plat Book 2 at Page 12, of the Public Records of Escambia County, Florida; thence North $75^{\circ}47'00''$ East along the North line of said Subdivision for a distance of 702.61 feet to the Point of Beginning; thence continue North $75^{\circ}47'00''$ East along said North line for a distance of 80.45 feet to the Westerly right of way line of a County Road (66' R/W, as recorded in OR Book 285 at Page 347, of the Public Records of said County); thence North $10^{\circ}57'00''$ West along said Westerly right of way line for a distance of 147.59 feet to the Southerly right of way line of Pinestead Road (66' R/W, as recorded in Deed Book 490 at Page 749, of the Public Records of said County); thence South $75^{\circ}47'00''$ West along said Southerly right of way line for a distance of 88.86 feet; thence South $14^{\circ}13'00''$ East for a distance of 147.35 feet to the Point of Beginning. All lying and being in Section 27, Township 1 South, Range 30 West, Escambia County, Florida.

EXHIBIT III

DOCUMENTATION OF 501(C)(3) NON-PROFIT STATUS

THE CHILDREN'S HOME SOCIETY OF FLORIDA

[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)[Previous on List](#)[Next on List](#)[Return To List](#)

Entity Name Search

[Events](#)[No Name History](#)

Detail by Entity Name

Florida Non Profit Corporation

THE CHILDREN'S HOME SOCIETY OF FLORIDA

Filing Information

Document Number 707262
FEI/EIN Number 590192430
Date Filed 05/08/1964
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 12/16/2003
Event Effective Date NONE

Principal Address

1485 S. SEMORAN BLVD
SUITE 1448
WINTER PARK FL 32792

Changed 01/09/2002

Mailing Address

1485 S. SEMORAN BLVD
SUITE 1448
WINTER PARK FL 32792

Changed 01/09/2002

Registered Agent Name & Address

WYDRA, ROBERT J JR.
1485 S. SEMORAN BLVD.
SUITE 1448
WINTER PARK FL 32792 US

Name Changed: 05/06/2009

Address Changed: 01/09/2002

Officer/Director Detail

Name & Address

Title CFO

WYDRA, ROBERT J CFO
1485 S SEMORAN BLVD SUITE 1448
WINTER PARK FL 32792

Title C

MOSER, ROBERT CHAIRMA
801 SECOND AVE., STE. 1600
SEATTLE WA 98104

Title P

BUNDY, DAVID A CEO
1485 S. SEMORAN BLVD., STE 1448
WINTER PARK FL 32792

Title S

PATRICK, JAMES E COO
1485 S. SEMORAN BLVD., STE 1448
WINTER PARK FL 32792

Title D

WEBER, VICTORIA
1205 KENILWORTH ROAD
TALLAHASSEE FL 32312

Title D

MIGUEL, VIYELLA
200 S. BISCAYNE BLVD., SUITE 3200
MIAMI FL 33131

Annual Reports

Report Year Filed Date

2010	01/06/2010
2011	01/31/2011
2012	02/09/2012

EXHIBIT IV

TRANSITIONAL HOUSING OCCUPANCY & SERVICES REPORTING FORMAT

ANNUAL STATUS REPORT
REPORT # _____

TO: ESCAMBIA/PENSACOLA HHRP PROGRAM
(C/O: NEFI)

FROM: THE CHILDREN'S HOME SOCIETY OF FLORIDA

DATE: _____

RE: PROJECT: TRANSITIONAL HOUSING FACILITY UTILIZATION

NOTE: WRITTEN REPORTS SHALL BE FILED AT LEAST ANNUALLY OR UPON CHANGE IN OCCUPANCY OF THE TRANSITIONAL HOUSING UNITS WHICHEVER OCCURS FIRST

REPORT DATE: _____

I. PROGRESS REPORT

- A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (HHRP CLIENT INCOME ELIGIBILITY AND CHARACTERISTICS FORM AND WRITTEN DOCUMENTATION OF GROSS HOUSEHOLD INCOME TO BE SUBMITTED AS AN ATTACHMENT TO THIS REPORT).**

EACH HOMELESS CLIENT/FAMILY OCCUPYING HHRP ASSISTED TRANSITIONAL HOUSING UNITS SHALL BE REPORTED TO THE COUNTY. INFORMATION SHALL BE ADEQUATE TO FULLY DOCUMENT THE TOTAL HOUSEHOLD INCOME, FAMILY COMPOSITION, AND TERM OF OCCUPANCY. THE HHRP INCOME VERIFICATION FORM AS PROVIDED BELOW SHALL BE SUBMITTED AS ORIGINALLY SIGNED BY THE CLIENT(S) AND AGENCY AT LEAST ANNUALLY OR UPON INITIAL OCCUPANCY BY CLIENT.

- **B, DESCRIBE ANY PROBLEMS OR DIFFICULTIES ENCOUNTERED WITH THE IMPLEMENTATION OF THE PROJECT OR THE UTILIZATION OF THE TRANSITIONAL HOUSING UNITS.**

- **C. PROVIDE ANY ADDITIONAL INFORMATION PERTINENT TO THE PROJECT.**

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 1, 2011)

# PERSONS IN FAMILY	VERY LOW INCOME (50% OF MEDIAN)
1	\$20,750
2	23,700
3	26,650
4	29,600
5	32,000
6	34,350
7	36,750
8	39,100

**Florida Housing Finance Agency
Hurricane Housing Recovery Program (HHRP)
INCOME CERTIFICATION - TRANSITIONAL HOUSING OCCUPANT**

NAME/ADDRESS: _____

Part I: HOUSEHOLD AND INCOME DATA

A. Applicant Information

1. Current Home owner: Yes ____ No XX
2. Home buyer: Yes ____ No ____ N/A
3. Purchasing: Existing Unit ____ Newly Constructed Unit ____ N/A
4. Existing Home owner: Date of Execution of Assistance Agreement: N/A
5. Home buyer: Closing Date: N/A
6. Date of Affidavit of "No Income Change":

B.	Names of all Household Members (Last, First)	Relationship	Birth Date/Age
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			

C.	Household Size	E.	Subsidy Use (check all that apply)
	()		Down Payment Assistance
			Closing Costs
D.	Household Designation		Interest Subsidy
	VLI		Loan Guarantee
	LI		Principal Buydown
	MI		Rehabilitation
			Emergency Repair
		Other:	TRANSITIONAL HOUSING

F. Assets : All household members including minors.

Household Member	Asset Description	Total Cash Value	Income from Assets
(1)		\$	\$
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
Total Net Value of Assets		F(a) \$	
Total Actual Asset Income			F(b)\$....
If line F(a) is greater than \$5,000, multiply that amount by HUD approved passbook rate <u>3%</u> and enter results in F(c); otherwise, leave blank.			F(c) \$....

G. Anticipated Annual Income : Earned income and support paid on behalf of minors.

Household Member	Wages/ Salaries	SS/SSI Benefits/ Pensions	Public Assistance	CHILD SUPPORT Other Income (include bonus, tips, overtime, and commissions)	Asset Income
(1)					Enter the greater of lines F(b) or F(c), above, in box (e) below.
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
Totals	(a)	(b)	(c)		(e)

Enter total of items G(a) through G(e). This is Annual Income	\$.....

Part II: INCOME CERTIFICATION

A. Household Data : For reporting purposes only and not to determine eligibility

(Check all that apply)

<u>Race</u>		<u>Special Needs</u>	
<input type="checkbox"/> White, Nonhispanic	<input type="checkbox"/> Asian	<input type="checkbox"/> Elderly	<input checked="" type="checkbox"/> Homeless
<input type="checkbox"/> Black, Nonhispanic	<input type="checkbox"/> American Indian	<input type="checkbox"/> Farmworker	<input type="checkbox"/> Persons With Aids
<input type="checkbox"/> Hispanic (Black or White)	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Handicapped/Disabled

- B. **Student Eligibility:** Are any of the applicants students enrolled at least half time and not eligible to be claimed as a dependent of his/her/their parent(s) or guardian for Federal Income Tax Purposes?

☐ Yes ☐ No ☒ XX Not Applicable

(NOTE: Students are eligible for HHRP assistance if he/she/they do not live with their parent(s) or guardian, and are not a dependent under IRS code.)

- C. **Applicant Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided for each person set forth in Item 2A acceptable verification of current anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

(SIGNATURE - HEAD OF HOUSEHOLD)

DATE _____

(SIGNATURE SPOUSE/ HEAD OF HOUSEHOLD)

DATE: _____

- D. **Agency Statement:** Based on the income information provided by the household and upon proofs and documentation submitted, the household is: (check one)

_____ **Very Low Income (VLI)** Household based on the current applicable definitions of up to 50% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

_____ **Low-Income (LI)** Household based on the current applicable definitions of up to 80% of the median income for the area adjusted for family size published by the U.S. Department of Housing and Urban Development.

_____ **Moderate Income (MI)** Household based on the current applicable definitions of up to 120% of the median income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

SIGNATURE OF THE HHRP ADMINISTRATOR OR HIS/HER DESIGNATED REPRESENTATIVE:

Name: _____

Date: _____

Title: HHRP ADMINISTRATOR

AFFIDAVIT OF NO INCOME CHANGE-TRANSITIONAL HOUSING

NAME OF APPLICANT: _____

ADDRESS: _____

TYPE OF HHRP ACTIVITY: CONSTRUCTION OF TRANSITIONAL HOUSING

I am signing this AFFIDAVIT to certify that my total household income is as stated in the HHRP Application Form attached hereto; and/or to certify that my total household income HAS /HAS NOT CHANGED since the time of the completion of my original Income Certification Form executed with Hope Center for Teens, Inc. (originally dated)_____. It is my understanding that my eligibility to receive HHRP Program assistance depends on my household income and that all of the information that has been reported and recorded on the Income Certification Form is true, accurate and current.

WARNING: Florida Statue 817 provides for penalties concerning making of false statement concerning income and assets.

INCOME CHANGE

YES____ NO____

SIGNATURE OF APPLICANT

DATE: _____

INCOME CHANGE

YES____ NO____

SIGNATURE OF CO-APPLICANT

DATE: _____

SIGNATURE OF AGENCY REPRESENTATIVE

DATE: _____

SIGNATURE OF HHRP ADMINISTRATOR
RANDY WILKERSON

DATE: _____

EXHIBIT V

**HHRP PROGRAM RULES AND REGULATIONS
CHAPTER 420 F. S. and FLORIDA HOUSING FINANCE
CORPORATION ADMINISTRATIVE RULE 67-ER05**

**CERTIFICATION OF RECEIPT
HURRICANE HOUSING RECOVERY PROGRAM (HHRP) PROGRAM
EMERGENCY ADMINISTRATIVE RULE 67-ER05**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **HHRP Emergency Administrative Rule 67-ER05**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the HHRP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the HHRP Administrator denoted in this Agreement. If the HHRP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the HHRP or other appropriate Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the HHRP Income Compliance Manual will be promptly provided upon written request directed to the HHRP Administrator by this agency.

Participating Agency

THE CHILDREN'S HOME SOCIETY OF FLORIDA

By: _____

Date: _____

(hhrcmplcert.wpd)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3794

County Administrator's Report 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 205 Rue Max Street

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 205 Rue Max Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 205 Rue Max Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Whitney Vaughan Fike, the owner of residential property located at 205 Rue Max Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$950 representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

On February 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Whitney Vaughan Fike. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Residential Rehab 205 Rue Max

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of February 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Whitney Vaughan Fike, (the "Recipient"), owner of residential property located at 205 Rue Max Street, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$950, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$950, which shall be comprised of a cash contribution of \$950.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21st day of February 2013, and the Project shall be complete on or before the 21st day of May 2013, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Whitney V. Fike
205 Rue Max Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:
Whitney V. Fike
Whitney Vaughan Fike, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of January, 2013 by **Whitney Vaughan Fike**, Property Owner. He/She () is personally known to me or (✓) has produced FL F200... 84... 0 as identification.

(Notary Seal) 

Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: Justin Hual

Title: HCF

Date: 1/14/13

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: **Whitney Vaughan Fike**
Property Address: **205 Rue Max Street, Pensacola, FL 32507**

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)
Whitney Vaughan Fike

Address of Property
205 Rue Max Street
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-003-027

Total Amount of Lien

\$950

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Whitney Vaughan Fike
Whitney Vaughan Fike, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of January, 2013 by Whitney Vaughan Fike, Property Owner. He/She () is personally known to me or (☒) has produced FLIC F2011 ... 84... as identification.



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Pam Childers
Title: CLerk
Date: 1/14/13



**Sanitary sewer connection
205 Rue Max – Fike**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3827

County Administrator's Report 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3700 North Palafox Street

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3700 North Palafox Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3700 North Palafox Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Underwood Group I, LLC, owner of commercial property located at 3700 North Palafox Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing existing soffit and trim and painting the building exterior; and

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

BACKGROUND:

On February 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Underwood Group I, LLC. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301 and/or NEFI 2010 CDBG, Fund 129, Cost Center 220435, Cost Center 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Commercial Facade 3700 North Palafox Street

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of February 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Underwood Group I, LLC, (the "Recipient"), owner of commercial property located at 3700 North Palafox Street, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of \$10,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$10,000, which shall be comprised of a cash contribution of \$10,000.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21st day of February 2013, and the Project shall be complete on or before the 21st day of May 2013, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Underwood Group I, LLC
c/o Robert Underwood
3700 North Palafox Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form
and legal sufficiency.

By: Kristen Shal
Title: ACF
Date: 1/8/13

For: **Escambia County
Board of County Commissioners**

By: _____
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

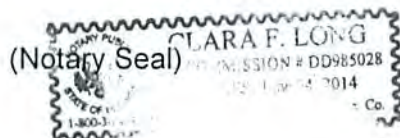
(SEAL)

For Recipient: **Underwood Group I, LLC**

Robert Underwood
Robert Underwood, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of January, 2013
by **Robert Underwood**, Property Owner. He/She () is personally known to me or () has
produced FLC 11536-71-0 as identification.



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Underwood Group I, LLC**
Property Address: **3700 North Palafox Street, Pensacola, FL 32505**

The "Project" includes the following improvements to the above referenced property:

Replace the existing soffit & trim and repaint the building.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Underwood Group I, LLC</u>	<u>3700 North Palafox Street Pensacola, Florida 32507</u>	<u>05-2S-30-1002-000-062</u>

Total Amount of Lien	<u>\$10,000</u>
-----------------------------	------------------------

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

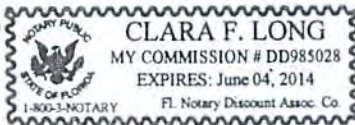
For Recipient: Underwood Group I, LLC

Robert Underwood
Robert Underwood, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of January, 2013 by Robert Underwood, Property Owner. He/She () is personally known to me or (☒) has produced FLC 4536-11 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: [Signature]

Title: Atty

Date: 1/8/13

For: **Escambia County
Board of County Commissioners**

By: _____
Gene M. Valentino, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



**Replace the existing soffit & trim and
repaint the building
3700 N. Palafox Street –
Underwood Group, LLC**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3830

County Administrator's Report 12. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 2 Victoria Place

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 2 Victoria Place - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 2 Victoria Place:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Karen S. Kriegel, the owner of residential property located at 2 Victoria Place, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$2,400, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

On February 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Karen S. Kriegel. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Residential Rehab 2 Victoria Place

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of February 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Karen S. Kriegel, (the "Recipient"), owner of residential property located at 2 Victoria Place, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$2,400**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,400**, which shall be comprised of a cash contribution of **\$2,400**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21st** day of **February 2013**, and the Project shall be complete on or before the **21st** day of **May 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Karen S. Kriegel
2 Victoria Place
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Karen S. Kriegel
Karen S. Kriegel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2013 by Karen S. Kriegel, Property Owner. He/She () is personally known to me or (☒) has produced FL D.L. K624-517 as identification.

(Notary Seal)



Carolyn M. Barbour
Signature of Notary Public
Carolyn M. Barbour
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency:

By: Kristy Deal
Title: ACA
Date: 1/16/13

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Karen S. Kriegel
Karen S. Kriegel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2013 by Karen S. Kriegel, Property Owner. He/She () is personally known to me or (☒) has produced FL. D.L. # K162457 as identification.

S. Barbour
Signature of Notary Public

(Notary Seal)

Carolyn M. Barbour
Printed Name of Notary Public



This document approved as to form and legal sufficiency.

By: Kristina

Title: HC

Date: 1/16/13

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Karen S. Kriegel
Property Address: 2 Victoria Place, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Karen S. Kriegel

Address of Property
2 Victoria Place
Pensacola, FL 32507

Property Reference No.
50-2S-30-5015-035-001

Total Amount of Lien

\$2,400

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



**Sanitary sewer connection
2 Victoria Place - Kriegel**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3832

County Administrator's Report 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 123 Southeast Gilliland Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 123 Southeast Gilliland Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 123 Southeast Gilliland Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Richard C. and Anita G. Hyder, the owners of residential property located at 123 Southeast Gilliland Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$650 representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

On February 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Richard C. and Anita G. Hyder. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab 123 Southeast Gilliland

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of February 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Richard C. and Anita G. Hyder, (the "Recipient"), owner of residential property located at 123 Southeast Gilliland Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$650, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$650, which shall be comprised of a cash contribution of \$650.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21st day of February 2013, and the Project shall be complete on or before the 21st day of May 2013, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA
Community & Environment Department
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Mr. & Mrs. Richard Hyder
123 Southeast Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: [Signature]
Date: 1/15/13

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

By: _____
Deputy Clerk

(SEAL)

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

Date Executed: _____

BCC Approved: _____

For Recipients:

[Signature]
Richard C. Hyder, Property Owner
[Signature]
Anita G. Hyder, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January, 2013 by **Richard C. Hyder**, Property Owner. He () is personally known to me or (☒) has produced FL Lic H360...55...0 as identification.

The foregoing instrument was acknowledged before me this 16th day of January, 2013 by **Anita G. Hyder**, Property Owner. She () is personally known to me or (☒) has produced FL Lic H360...56...0 as identification.

(Notary Seal) 

[Signature]
Signature of Notary Public
Clara F Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: Richard C. and Anita G. Hyder
Property Address: 123 Southeast Gilliland Road, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Richard C. and Anita G. Hyder</u>	<u>123 Southeast Gilliland Road</u> <u>Pensacola, FL 32507</u>	<u>50-2S-30-6090-503-024</u>

Total Amount of Lien	<u>\$650</u>
-----------------------------	---------------------

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

Richard C. Hyder

Richard C. Hyder, Property Owner

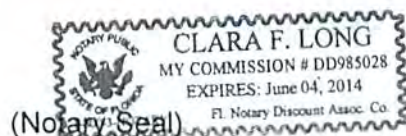
Anita G. Hyder

Anita G. Hyder, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January, 2013 by Richard C. Hyder, Property Owner. He (☐) is personally known to me or (☒) has produced FLC H360... 55... 0 as identification.

The foregoing instrument was acknowledged before me this 16th day of January, 2013 by Anita G. Hyder, Property Owner. She (☐) is personally known to me or (☒) has produced FLC H360... 56... 0 as identification.



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: [Signature]

Title: AGP

Date: 1/15/13



Sanitary sewer connection

123 Southeast Gilliland Road - Hyder



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3833

County Administrator's Report 12. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 132 Marine Drive

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 132 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 132 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edrina L. Brown, the owner of residential property located at 132 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,238, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

On February 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Edrina L. Brown. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Residential Rehab 132 Marine Drive

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of February 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Edrina L. Brown, (the "Recipient"), owner of residential property located at 132 Marine Drive, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$1,238**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,238**, which shall be comprised of a cash contribution of **\$1,238**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **21st** day of **February 2013**, and the Project shall be complete on or before the **21st** day of **May 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

<u>County:</u>	<u>Recipient:</u>
Clara Long, Urban Planner II, CRA	Edrina L. Brown
Community & Environment Department	132 Marine Drive
221 Palafox Place	Pensacola, FL 32507
Pensacola, Florida 32502	

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: Chairman
Date: 7/8/13

For: **Board of County Commissioners of
Escambia County**

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Edrina L. Brown, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of January, 2013 by **Edrina L. Brown**, Property Owner. He/She () is personally known to me or () has produced FLCIB650... 82... 0 as identification.



[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: **Edrina L. Brown**
Property Address: **132 Marine Drive, Pensacola, FL 32507**

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Edrina L. Brown

Address of Property

132 Marine Drive

Pensacola, FL 32507

Property Reference No.

50-2S-30-5010-028-019

Total Amount of Lien

\$1,238

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Edrina L. Brown
Edrina L. Brown, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of January, 2013 by Edrina L. Brown, Property Owner. He/She () is personally known to me or () has produced FLC B650, 82...0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Gene M. Valentino, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACF
Date: 1/8/13



Sanitary sewer connection

132 Marine Drive – E. Brown



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3842

County Administrator's Report 12. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 2102 West Town Street

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 2102 West Town Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 21, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 2102 West Town Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Family Practice Clinic, Inc., owner of commercial property located at 2102 West Town Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for parking lot improvements to include pervious pavers; and

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

BACKGROUND:

On February 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Family Practice Clinic, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Commercial Grant 2102 West Town Street

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 21st day of February 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Family Practice Clinic, Inc., (the "Recipient"), owner of commercial property located at 2102 West Town Street, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of \$10,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$10,000, which shall be comprised of a cash contribution of \$10,000.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 21st day of February 2013, and the Project shall be complete on or before the 21st day of May 2013, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Family Practice Clinic, Inc.
c/o Dr. Lourdes Virtusio
2102 W. Town Street
Pensacola, FL 32505

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form
and legal sufficiency.

By: Kristin DeLeon
Title: HCIF
Date: 1/25/13

For: **Escambia County
Board of County Commissioners**

By: _____
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

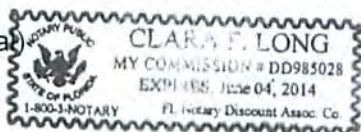
For Recipient: **Family Practice Clinic, Inc.**

Lourdes Virtusio, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of January, 2013
by **Lourdes Virtusio**, Property Owner. He/She () is personally known to me or (☒) has
produced FLC 1632... 59... 0 as identification.

(Notary Seal)



Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: Family Practice Clinic, Inc.
Property Address: 2102 West Town Street, Pensacola, FL 32505

The "Project" includes the following improvements to the above referenced property:

Install pervious pavers in the parking lot area.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Family Practice Clinic, Inc.</u>	<u>2102 West Town Street</u> <u>Pensacola, Florida 32507</u>	<u>09-2S-30-1100-001-150</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

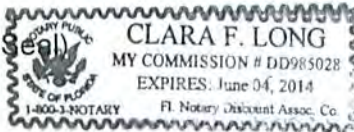
For Recipient: Family Practice Clinic, Inc.

Lourdes Virtusio, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of January, 2013 by Lourdes Virtusio, Property Owner. He (She) () is personally known to me or () has produced FLICV632... 9A0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

By: Gene M. Valentino, Chairman

Date Executed: _____

BCC Approved: _____

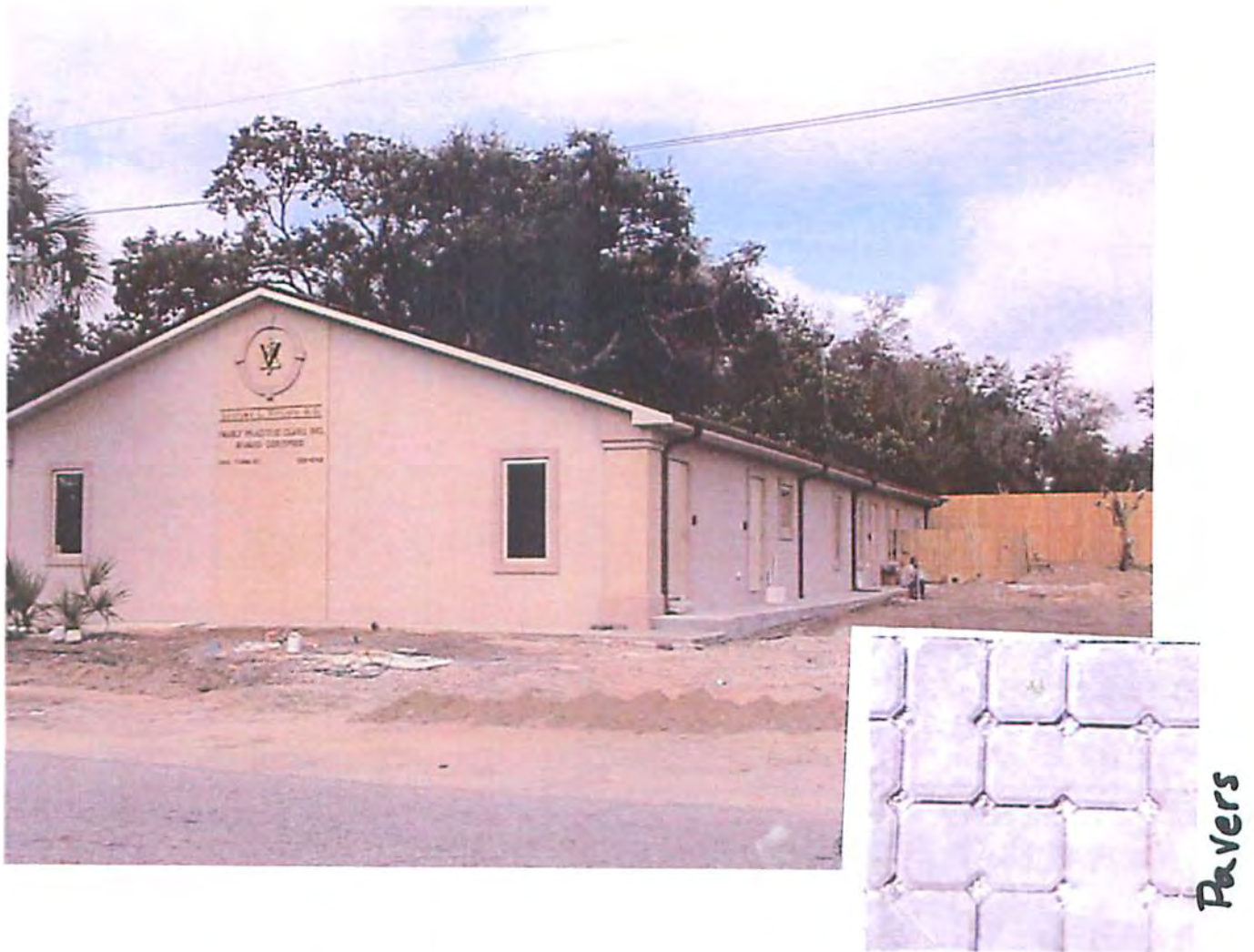
ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Raymond Hual
Title: HOA
Date: 1/25/13



Parking lot improvement – Install pervious pavers

2102 W. Town Street – Family Practice Clinic



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3727

County Administrator's Report 12. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: 2012/2013 Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the 2012/2013 Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2012/2013 Emergency Solutions Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve an Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of \$87,690, to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street; and

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the project.

[Funding: Fund 110, Other Grants and Projects Fund, Emergency Solutions Grant (ESG), Cost Center 220556]

BACKGROUND:

On August 9, 2012, the Board approved the Escambia Consortium 2012 Annual Plan (**Exhibit I**) which incorporated \$163,087 in 2012 HUD Emergency Solutions Grant funding with \$87,690 specifically designated to support operational costs associated with the Loaves and Fishes Soup Kitchen, Inc.'s homeless center located at 257 East Lee Street. This Agreement provides for the continuation of long standing ESG support for Loaves and Fishes Soup Kitchen and details requirements for implementation of the 2012 ESG in conformity with the governing requirements of the new Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), which replaced the McKinney-Vento Homeless Assistance Act of 1987. The 2012/2013 Agreement (**Exhibit II**) in the amount of \$87,690 encompasses the period February 1, 2013 through September 30, 2013. HUD has approved the County's 2012 Annual Plan, so the ESG funds are available for use.

Loaves and Fishes' homeless center at 257 East Lee Street is the major provider of transitional housing for homeless families, as well as a primary soup kitchen serving the homeless within the

area. This funding will support a portion of the salary, utility, insurance, transportation, supportive service and related costs associated with the operation of the facility in accordance with 24 CFR Part 576.102 of the HUD HEARTH regulations. ESG funds can only be used to support delivery of services targeting the homeless.

BUDGETARY IMPACT:

The \$87,690 in 2012 ESG funding is incorporated in the FY 2013 County budget in Fund 110/Other Grants, Cost Center 220556

LEGAL CONSIDERATIONS/SIGN-OFF:

The 2012/2013 Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal ESG (HUD) Agreements are required to provide funding to sponsoring agencies, and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval and countersignature by the Board Chairman, implementation of the Agreement will be coordinated with Loaves and Fishes. Neighborhood Enterprise Foundation, Inc. (NEFI) will continue to monitor the Agreement and complete required reports and grant closeout documentation as required by HUD. The content of this recommendation and the date on which the Board will consider same have been communicated to Mr. Rick Humphreys, Executive Director of Loaves and Fishes.

Attachments

Exhibit I

Exhibit II

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-21. Approval of Various Consent Agenda Items – Continued

13. Taking the following action concerning approval of the Escambia Consortium 2012 Annual Action Plan and Analysis of Impediments to Fair Housing Choice (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG–Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2012 Annual Action Plan for Housing and Community Development, including the Escambia County 2012 Annual Plan, detailing use of 2012 Community Development Block Grant (CDBG) funds, in the amount of \$1,685,274; 2012 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,020,957; and 2012 Emergency Solutions Grant (*f/k/a Emergency Shelter Grant*) Program (ESG) funds, in the amount of \$163,087;
 - B. Acknowledging the receipt of the updated Analysis of Impediments (AI) to Fair Housing Choice, and approving the AI as part of the Escambia Consortium Consolidated Plan; and
 - C. Authorizing the County Administrator to execute all 2012 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2012 CDBG, 2012 HOME, and 2012 ESG Programs.
14. Approving the issuance of, and authorizing the County Administrator to execute, a Task Order to Atkins North America, Inc., for the Mahogany Mill Boat Ramp Project, for a not-to-exceed amount of \$84,784.16, on Contract PD 02-03.79, "Professional Services (*as Governed by Florida Statute 287.055*)," for construction, engineering, inspection (CEI), and project management services (Funding Source: Fund 001, General Fund, Cost Center 220101, Admin Neighborhood & Environment, Object Code 56301, Project NRDA1201).

**EMERGENCY SOLUTIONS GRANT AGREEMENT
(Loaves and Fishes Soup Kitchen, Inc.)**

THIS AGREEMENT, is executed on this the 21st day of February, 2013, by and between **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida non-profit corporation, hereinafter referred to as "Loaves and Fishes"; and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County"; for the sole purpose of providing Emergency Solutions Grant Program ("ESGP") and affordable housing funds to partially support operating costs of the Loaves and Fishes Homeless Center.

WITNESSETH

WHEREAS, the pressing issue of homelessness is of paramount interest to the community, and

WHEREAS, the County has been designated to receive formula funding under the U. S. Department of Housing and Urban Development's Emergency Solutions Grant Program, hereinafter referred to as "ESGP," and

WHEREAS, the County desires to commit said funds to programs or agencies directly impacting upon the homeless dilemma, especially with regard to homeless families, and

WHEREAS, Loaves and Fishes has a history of assistance to the less fortunate, and

WHEREAS, Loaves and Fishes operates a homeless center on a continuous basis for the less fortunate.

NOW THEREFORE, the parties to this Agreement consent to the following provisions as designated herein:

ARTICLE I

Supervision

1. Parties hereto agree that the Neighborhood Enterprise Foundation, Inc., hereinafter referred to as "NEFI," shall act as the County's agent for purposes of administering this Agreement. For liaison purposes, the designated contact for each party is:

County: Randy Wilkerson
Neighborhood Enterprise Foundation, Inc.
P.O. Box 18178
Pensacola, Florida 32523-8178
Phone: (850) 458-0466 FAX: (850) 458-0464

Loaves and Fishes: Rick Humphreys
Loaves and Fishes Soup Kitchen, Inc.
P.O. Box 1303
Pensacola, Florida 32596
Phone: (850) 438-7616

ARTICLE II

Funding

2. The County agrees to provide a maximum of **Eighty Seven Thousand Six Hundred Ninety Dollars and No Cents (\$87,690.00)** in Emergency Solutions Grant Program funds specifically for use in reimbursing Loaves and Fishes for salary and operating support, supplies/equipment, transportation and utility costs associated with the homeless facility located at 257 East Lee Street in Pensacola, Florida as detailed in **EXHIBIT A** of this Agreement. All assistance provided by the County in support of this Agreement shall conform to the provisions of 24 CFR Part 576, including specifically Part 576.102, and Loaves and Fishes shall agree to also comply with the provisions of same where required.

2.1 Financial support for this Agreement is solely available to the County from the HUD Emergency Solutions Grant Program ("ESGP"), Grant #E-12-UC-12-0022. The County will make every effort to begin providing funds to Loaves and Fishes on or before March 1, 2013, or within thirty (30) days of the execution of this Agreement, whichever occurs first, subject only to release of ESGP funds to the County by the U. S. Department of Housing and Urban Development.

ARTICLE III

Term of Agreement

3. This Agreement shall commence on the **1st day of February, 2013**, and terminate on **September 30, 2013**, except as otherwise provided herein.

3.1 If Loaves and Fishes should fail to perform the duties as defined herein, the County may terminate this contract with written ten (10) day notification. Further, should Federal ESGP funding for this project cease to be made available to the County, this Agreement shall be terminated immediately without penalty to the County and written notice shall be issued to Loaves and Fishes indicating such cancellation. The County shall not reimburse, nor be obligated to provide support to Loaves and Fishes for any expenses in excess of the total ESGP funding provided to the County by the U. S. Department of Housing and Urban Development.

3.2 Notwithstanding any provision above, County reserves unto itself the right to terminate this Agreement immediately, if in its sole determination, Loaves and Fishes has failed to provide the services required by this Agreement in a satisfactory manner, or if Loaves and Fishes violates any applicable law, rule or regulation.

ARTICLE IV

Utilization of Funds

4. Loaves and Fishes shall provide to NEFI individual/itemized cost estimates, invoices, or receipts for all items procured and costs expended to fully document each item to be reimbursed with ESGP or County Affordable Housing funds under this Agreement. Prior to expenditure of

any funds by the County, Loaves and Fishes shall provide documentation to NEFI clearly detailing costs, which are eligible for reimbursement through this Agreement. The County shall, upon recommendation by NEFI, reimburse Loaves and Fishes for those salary and/or operating costs identified in **EXHIBIT A** in the amount of the vendor invoice or other acceptable documentation presented to NEFI by Loaves and Fishes. Failure to comply with the above requirements shall cause the County to terminate this Agreement in accordance with Sections 3.1 and/or 3.2 and suspend any pending payments.

ARTICLE V

Distribution of Funds

5. Within fifteen (15) days after presentation of appropriate documentation of those reimbursable salary and/or operating costs as identified in **EXHIBIT A** of this Agreement and as required in Section 4 of this Agreement, the County, upon recommendation by NEFI, shall reimburse the invoice amount to Loaves and Fishes to the extent that the aggregate payments do not exceed the maximum contract amount specified in Article 2 of this Agreement. The final decision regarding acceptability of documentation and issuance of payments shall rest with NEFI in consultation with the Finance Division of the Escambia County Clerk of the Circuit Court's Office.

ARTICLE VI

Matching Funds

6. Loaves and Fishes guarantees the availability of at least **\$87,690** in non-federal local matching funds to support staffing and other costs associated with the operation of the homeless center located at 257 East Lee Street in Pensacola, Florida. Failure to provide such matching funds shall automatically void this Agreement, and shall subject Loaves and Fishes to repayment of any ESGP funds dispersed by the County under this Agreement. Said matching funds shall be expended concurrently with the expenditure of ESGP funds. The documentation of the matching funds shall comply with the requirements of 24 CFR Part 576.51. Loaves and Fishes shall provide to NEFI, documentation of the budget and expenditure of such funds through its audited financial statements and/or other forms of source documentation deemed acceptable to NEFI and County.

ARTICLE VII

Obligation for Continued Use

7. In return for the assistance and support provided through this Agreement, Loaves and Fishes shall ensure the continuing operation of the homeless facility described in Section 11 of this Agreement to meet the needs of homeless persons, especially homeless families, within Escambia County, Florida, for a period of at least five (5) years from the date of execution of this Agreement. Continuing availability of and access to the facility by the homeless is a primary requirement of this Agreement. Failure to make such use of the property will be deemed a terminable event at the option of the County.

7.1 Should, at any time during this five (5) year period, Loaves and Fishes cease to operate the facility or elect to dispose of any equipment items procured with ESGP funds, the County and NEFI shall be immediately notified in writing of this decision. In this event, subject to negotiations between Loaves and Fishes, the County, and the U. S. Department of Housing and Urban Development, and subject to compliance with applicable laws and regulations, Loaves and Fishes may be required to repay all or part of the ESGP funds previously expended under this Agreement upon its failure to comply with this provision.

ARTICLE VIII

Cooperation and Expedience

8. All parties shall cooperate to provide for implementation of this Agreement in the most expedient manner possible.

ARTICLE IX

Fair and Equal Access

9. Loaves and Fishes shall provide access to the facility and services to all people in need regardless of sex, race, color, national origin, religious preference, familial status, handicap, disability, or marital status. All services shall be provided on a non-discriminatory basis at all times. Failure to comply with this provision shall be basis for termination of this Agreement by the County in accordance with Section 3 of this Agreement.

ARTICLE X

Secular Use

10. Loaves and Fishes Soup Kitchen, Inc., is an incorporated, non-profit corporation organized under the laws of the State of Florida with IRS 501(c)(3) status and functions primarily as a social service organization with specific emphasis upon assisting the homeless and the less fortunate. Loaves and Fishes shall not operate as a church or other religious entity.

ARTICLE XI

Homeless Services and Assistance to Homeless Persons

11. Loaves and Fishes operates a homeless center (facility) located at 257 East Lee Street in Pensacola, Florida. The facility has capacity for temporarily housing up to a minimum of nine (9) families through availability of nine (9) efficiency units. Dining and "community" space is provided in a central common area within the facility. Additionally, the congregate dining area in the facility has the capacity to serve a minimum of 150 homeless individuals, including both the residents and homeless individuals in the community. The facility is centrally located and accessible to the homeless population. Additionally, Loaves and Fishes provides an array of counseling, social and supportive services for homeless clients through its Center and related activities.

11.1 Homeless individuals and families must be given assistance by Loaves and Fishes in obtaining:

- (a)** Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling supervision, and other services essential for achieving independent living; and
- (b)** Other Federal, State, local, and private assistance available for such individuals.

ARTICLE XII

Limitations Concerning Liability

12. Loaves and Fishes is an independent entity and is not a part of Escambia County, a political subdivision of the State of Florida. Further, this Agreement is not intended to create an employer/employee, partnership or joint venture relationship between the County or Loaves and Fishes and its respective directors, officers, employees or agents. Loaves and Fishes agrees to indemnify and save harmless the County and NEFI and their respective Commissioners, agents, directors, and employees from all claims, suits, judgments, costs, or damages associated with this contract or services provided at the homeless shelter. The indemnification provided above shall obligate Loaves and Fishes to defend at its own expense or to provide for such a defense, at County's and/or NEFI option, any and all claims of liability in suits and actions of every name and description that may be brought against the County and/or NEFI. The execution of this Agreement by Loaves and Fishes shall constitute compliance with the foregoing provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

12.1 Loaves and Fishes shall continually maintain the following minimum levels of insurance during the term of this Agreement: Comprehensive General Liability insurance in an amount of at least \$300,000 per occurrence, Automobile insurance coverage for all owned, non-owned, and hired automobiles, including employee non-ownership use, and Workers' Compensation coverage for all workers' compensation obligations whether legally required or not, with coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease.

ARTICLE XIII

Records Maintenance Requirements

13. The County, NEFI, and Loaves and Fishes agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation. The method of maintaining such records and the acceptability thereof shall be in the sole discretion of the County.

13.1 Loaves and Fishes shall maintain project specific records and accounts that shall at all times be subject to inspection, review and/or audit for a period of six (6) years following the termination

of this Agreement, unless said records are the subject of audit or litigation, in which case such records are to be maintained indefinitely pending completion of said audit or litigation. Access to such records shall be provided to the County, NEFI, the U. S. Department of Housing and Urban Development, and/or other duly authorized parties upon request.

ARTICLE XIV

Client Reporting

14. Loaves and Fishes shall provide a monthly report to NEFI denoting the number of people served at the homeless facility or other relevant information as NEFI and the County may require in a fashion mutually acceptable to the County, NEFI and Loaves and Fishes for the duration of this Agreement.

14.1 It is mandatory that Loaves and Fishes actively and continually participate in data collection and reporting requirements of the Homeless Management Information system (HMIS) as administered by EscaRosa Coalition on the Homeless, Inc. Such reporting shall at all times be in compliance with HMIS reporting requirements and shall include all HUD mandated data elements.

ARTICLE XV

Nepotism

15. Loaves and Fishes agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XVI

Program Income

16. ESGP (HUD Grant) funds provided hereunder shall be in the form of a grant and no program income will result from the project.

ARTICLE XVII

Uniform Requirements

17. Loaves and Fishes will comply with all applicable provisions of the uniform requirements associated with the expenditure of HUD Grant funds for the support of homeless facilities as prescribed in 24 CFR Part 576, amendments thereto, and laws and procedures required hereunder.

ARTICLE XIII

General Provisions

18. Loaves and Fishes agree that the contents of **EXHIBITS A and B** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Loaves and Fishes agrees:

18.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

18.2 To permit and facilitate such audits and reviews as may be required by HUD, the Escambia County Comptroller's Office, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

18.3 To produce all documents upon request by the County, HUD, or the authorized representatives of each;

18.4 Loaves and Fishes functions primarily as a social service organization with specific emphasis upon assisting the homeless and less fortunate, and Loaves and Fishes intends to maintain such function for the duration of this Agreement.

ARTICLE XIX

Understanding of Terms

19. This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article III Sections 3.1 and 3.2 above. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

19.2 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

19.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

19.4 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

19.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

19.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ATTEST:

Pam Childers
Clerk of the Circuit Court

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS**

By: _____
Gene M. Valentino, Chairman

BCC Approved: February 21, 2013

By: _____
Deputy Clerk

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: 
Title: FCF
Date: 12/3/12

WITNESSED:

LOAVES AND FISHES SOUP KITCHEN, INC.,
a not for profit corporation organized
under the laws of the State of Florida

By: _____
Rick Humphreys, Executive Director

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Rick Humphreys, Executive Director of Loaves and Fishes Soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who

_____ is/are personally known to me.

_____ produced current Florida driver's license as identification.

_____ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

**LOAVES AND FISHES SOUP KITCHEN, INC.
EMERGENCY SHELTER GRANT PROGRAM**

**ESG Proposed Budget
2012-2013**

Item Category	Contract Amount
Utility Costs (electricity, water, gas, sewer, garbage, phone)	36,760.00
Transportation Costs (gas, oil, vehicle/maintenance, vehicle insurance)	2,740.00
Facility Insurance Coverage (liability, property)	4,800.00
Salaries	37,026.00
Audit (Required for Grant)	1,364.00
Miscellaneous Items (food, kitchen supplies, cleaning supplies, shelter maintenance, personal care supplies, etc.)	5,000.00
Total Budget	87,690.00

Date: 12/10/12

EXHIBIT B
LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086,
Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and
any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the
Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments
thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards
Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the
housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Loaves and Fishes Soup Kitchen, Inc will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace ;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: Loaves and Fishes Soup Kitchen, Inc.

Date: February 21, 2012

Grant Program Name: EMERGENCY SHELTER GRANT PROGRAM

Grant Number: E-12-UC-12-0021

Loaves and Fishes Soup Kitchen, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: 257 East Lee Street

Pensacola, Florida 32503

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is 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.

Signature: _____ Date: _____
Certifying Official

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Project
Name: ESG (2012)

Name: Rick Humphreys

Title: Executive Director

Firm/Agency: Loaves and Fishes Soup Kitchen, Inc.

Street Address: 257 East Lee Street
Pensacola, FL 32503

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose:** **THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. **Affirmative Action Plan:** Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

3. **HUD Section 3 Plan and Compliance Requirements** (if applicable to this project): Any successful vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

4. **Access to Related Documents:** Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

5. **Interest of Certain Federal and Other Officials**

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

6. **Reporting, Copyrights, and Patent**

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

7. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. 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.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

8. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq, the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirement of Section the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all r114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of regulations and guidelines issued hereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' off to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

9. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities): Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Activities undertaken under this contract are subject to the provisions of the Flood Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction

purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

10. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of six (6) years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

11. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

12. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia- Pensacola Human Relations

Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

13. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.67/hour be paid (*unless the minimum wage required in the State of Florida is higher, under which circumstance, the higher of the two rates shall be paid*);
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

14. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

15. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

16. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603, and requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

17. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Sub-Contractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3809

County Administrator's Report 12. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Renewal of the Navy Park Plaza Lease between Escambia County and Navy Park Partnership

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal of the Navy Park Plaza Lease, for the Lease of Property for the Escambia County Health Department - David W. Wheeler, CFM, Facilities Management Director

That the Board take the following action concerning the renewal of the Navy Park Plaza Lease between Escambia County and Navy Park Partnership for the property located at 3960 Navy Boulevard, Units 1 and 2, Building "A", for the Escambia County Health Department:

A. Authorize exercising the option to renew the Navy Park Plaza Lease for the term of two years, at the rate of \$2,165 a month, to be paid by the Escambia County Health Department; and

B. Authorize the Interim County Administrator or his designee to complete the necessary documents required.

[No impact to Escambia County Board of Commissioners' Budget; lease payments to be made by the Escambia County Health Department]

BACKGROUND:

On March 4, 2010 the Board of County Commissioners approved leasing property located at 3960 Navy Boulevard, Units 1 & 2, Building A, from Navy Park Partnership for the Escambia County Health Department, to be used for their Women, Infants and Children (WIC) program. This was a 3 year lease which expires on June 10, 2013. The tenant has an option to renew the terms of the lease for 2 years provided that the tenant gives landlord notice of its intent to renew at least 90 days prior to the expiration of the current term. The Escambia County Health Department has requested to exercise the option to renew for an additional 2 years at the rate of \$2,165 a month. Either party may terminate this Lease before expiration of the current terms upon at least 60 days prior written notice to the other. The monthly Lease payments will be paid by the Escambia County Health Department.

BUDGETARY IMPACT:

No impact to Escambia County Board of Commissioners Budget. Lease payments to be made by the Escambia County Health Department.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Facilities Management Director will send a letter to Navy Park Partnership stating the County's intent to exercise the option to renew the lease for an additional 2 years at the rate of \$2,165 a month for the Escambia County Health Department. Lease payments to be paid by the Escambia County Health Department.

Attachments

Lease Approved in 2010

NAVY PARK PLAZA LEASE

THIS LEASE made and entered into on this 4th day of March, 2010, by and between Navy Park Partnership (hereinafter called "Landlord") and Escambia County, a political subdivision of the State of Florida (hereinafter called "Tenant").

WITNESSETH

1. **Leased Premises.** That for and in consideration of the mutual covenants hereinafter contained and the sums of money paid and hereinafter agreed to be paid by the Tenant to the Landlord, and for other valuable consideration, Landlord does hereby lease to Tenant and Tenant does hereby rent from Landlord the following described premises (hereinafter called the "leased premises"):

Retail space/warehouse space containing approximately Two Thousand Four Hundred Eighty (2,480) square feet located within a building known as Navy Park Plaza (hereinafter sometimes referred to as "the building") situated at 3960 Navy Boulevard, Pensacola, Florida, said space being designated as Unit(s) No. 1 & 2, Building A, Phase I, as shown and depicted on a plan or diagram of the building attached hereto as Exhibit A.

2. **Term.** The initial term of this Lease shall be three (3) years, commencing upon completion of build-out. Exhibit D shall list the dates and be attached to lease upon completion of build-out. Tenant shall have the option to renew the term of the lease for two (2) years as described in Exhibit C, provided that the Tenant gives Landlord notice of its intent to renew at least ninety (90) days prior to the expiration of the current term. Either party may terminate this Lease before expiration of the current term upon at least sixty (60) days prior written notice to the other.

3. **Renovation of the Lease Premises.** Within ninety (90) days of the execution of this Lease, Landlord shall complete build-out of the premises as described on the attached Exhibit B to the satisfaction of Tenant and the Escambia County Health Department. The cost of the renovation shall be amortized and paid over the initial three (3) year term of the Lease as shown on the attached Exhibit C.

4. **Rent.** Tenant does hereby covenant and agree to pay the Landlord rent on a monthly basis as shown on the attached Exhibit C.

Rent shall be due and payable on the 1st day of each and every month. In the event that a monthly payment is not paid when due, a late charge shall accrue as provided in Section 218.74, Florida Statutes.

Rent for the first and last months shall be prorated to the date of commencement

or expiration/termination of the Lease. In the event that the Lease is terminated by Tenant prior to the expiration of the initial three (3) year term, Tenant shall only be required to pay the rent through the month of termination and the remaining balance of any unreimbursed costs for build-out of the leased premises as shown on the attached Exhibit C. In the event that the Lease is terminated by Landlord prior to the expiration of the initial three (3) year term, Tenant shall only be required to pay the rent through the month of termination and shall not be required to pay the remaining balance of any unreimbursed costs for build-out of the leased premises.

Tenant's obligation to pay rent under this Lease Agreement is expressly contingent on the annual appropriation of funding by the Florida legislature.

All checks are to be made payable to Navy Park Partnership and mailed locally to NAI Halford, PO Drawer 12684, Pensacola, Florida 32591, management company for Landlord.

5. Common Area Maintenance. In addition to rent, Tenant shall pay to Landlord a common area maintenance fee as reimbursement for costs incurred by the Landlord in maintaining, repairing, and replacing areas, equipment, and services provided by the Landlord for common or joint use and benefit of the tenants. The common area maintenance fee shall be due and payable in equal monthly installments of One Hundred Fifty Dollars (\$150.00) and paid in the same manner as the monthly rent.

6. Utilities and Personal Dumpster. Tenant does covenant and agree to pay all charges for water, electricity, phone, multi media cable and all of the utilities used or consumed in the leased premises and shall give notice of this fact to the suppliers for said utilities and cause said suppliers to denominate the Tenant as payor of the said charges.

Tenant agrees to obtain, at its expense, a separate cardboard recycling dumpster or other personal dumpster for the exclusive use of Tenant. Tenant shall maintain the dumpster and the area around the dumpster in a sanitary and sightly manner. The dumpster unit shall be covered and kept locked at all times. All trash shall be placed directly into the dumpster. No stacking or storing of trash outside of the premises or around the dumpster shall be allowed. Tenant agrees to have the dumpster emptied a minimum of one time per week.

Should the Tenant fail to properly dispose of rubbish or should Tenant leave debris and materials outside of the premises, then Tenant shall receive a warning to correct the damage within Two (2) days. Should Tenant fail to correct the disposal problem within the allowed time period, then Landlord shall have the right to dispose of the debris and backbill the Tenant for charges incurred.

7. Quiet Enjoyment. In the event that the Tenant shall pay all rents as herein agreed and comply with all of the terms, covenants, conditions, and obligations of the

Tenant as set forth herein, the Tenant shall peaceably possess and quietly enjoy the leased premises without hindrance or interruption, subject only to the terms set forth herein, reservations, restrictions, and easements of record, and applicable zoning and other governmental regulations.

8. **Use of Premises.** Tenant shall use the leased premises as operational and administrative offices for the Escambia County Health Department WIC (Women, Infants, and Children) program during normal business hours and agrees not to use or permit the leased premises to be used for any other purpose without the written consent of the Landlord. Tenant shall make no immoral, offensive, or illegal use of the leased premises or do anything thereon deemed extra hazardous or which would cause the cost of insuring the leased premises or the building to increase. Tenant shall keep and abide by all reasonable directions and requirements of any insurance company insuring the leased premises or the building, all regulations and orders of the Landlord which the Landlord may deem expedient or conducive to the safe, sanitary, and orderly use of the leased premises or the building, and all laws, ordinances, rules, and regulations of all governmental bodies and their respective regulatory agencies having any jurisdiction over the leased premises or the building.

Tenant will not create, commit, or suffer any nuisance or waste to the leased premises nor keep any animals upon the same. Tenant is required to have on the leased premises at least one five pound ABC type fire extinguisher in good working order. If, at any time, a sprinkler system is required to be installed on the premises, the Tenant shall not be liable for said installation, except when the nature of the Tenant's product, storage of product, or business requires the installation of same.

9. **Building Rules and Regulation.** Tenant shall faithfully observe and comply with the Rules and Regulations printed on or annexed to this Lease and all reasonable modifications of and additions thereto from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the performance of any of said Rules and Regulations by any other tenant or occupant of the Building. Tenant shall and does hereby have an affirmative obligation to notify its agents, employees, and invitees of the contents of such Rules and Regulations and of this Lease and to assure their compliance therewith.

10. **Assignment and Subletting.** Tenant will not assign this Lease Agreement or sublet the leased premises or any part thereof without first obtaining, on each occasion, the written consent of the Landlord. Any assignment or subletting with the written consent of the Landlord shall not relieve the Tenant of any liability or responsibility for the payment of rent required by this Lease Agreement or the obligations of the Tenant to perform all of the covenants contained herein, and no further assignments or subletting shall be permitted without the Landlord's prior written consent.

If the Tenant is a corporation, the sale, transfer, or conveyance of a controlling interest in said corporation shall be deemed an assignment of this Lease Agreement for the purpose of this provision. In no event shall Tenant assign, convey or sublet the

premises for the purpose of restructuring Tenant's obligations and by way of the assignment, conveyance, or sublet sending this Lease into bankruptcy proceedings.

11. **Personal Property.** All personal property and fixtures placed in, on, or upon the leased premises shall be at the risk of the Tenant or the owner thereof and the Landlord shall not be liable for any damage to or loss of said personal property or fixtures.

12. **Taxes.** As a political subdivision, Tenant is immune from taxes. Accordingly, Landlord shall pay all taxes and assessments against the property or otherwise arising out of this Lease.

13. **Leasehold Improvements and Fixtures.** Provided Tenant is not in default hereunder, the Tenant may remove all personal property of every kind, bought or installed by Tenant except (a) that which has been affixed to the leased premises and became a part thereof, (b) property, equipment, fixtures, or appliances installed to replace that of Landlord's, and (c) partitions. In connection with such removal, Tenant agrees that the walls, floors, carpets, and ceilings shall be left in good and tenantable condition.

14. **Right of Entry.** Tenant agrees that the Landlord shall have the right to enter into and upon the leased premises or any part thereof at all reasonable hours for the purpose of examining the same or making such repairs or alterations as may be necessary for the safety and preservation thereof.

15. **Liability.** Tenant is self-insured pursuant to section 768.28, Florida Statutes. Nothing in this Lease shall be construed as an obligation of Tenant to indemnify Landlord or as a waiver of the sovereign immunity enjoyed by Tenant pursuant to Section 768.28, Florida Statutes, or any other law pertaining to the limitation of claims.

16. **Waste.** Tenant will permit no waste or injury to the leased premises or the fixtures or personal property therein and shall maintain the same in good order and condition. In addition, the Tenant shall not permit the occurrence of any offensive or unlawful acts to occur on the leased premises.

17. **Damage to Premises.** If, during the term of this Lease Agreement, the leased premises shall be rendered unusable by fire or other casualty to the building not occasioned by the fault or negligence of the Tenant, this Lease Agreement, at the option of the Tenant, shall cease and become null and void from the date of such damage or uselessness or the date on which the Tenant shall surrender the leased premises to the Landlord, whichever shall last occur, and the Tenant shall be liable for the rent at the agreed upon monthly rate only to the time of such damage or destruction or the time of such surrender, as the case may be, except that if said leased premises shall be so damaged as to be reasonably capable of repairs within thirty (30) days after occurrence notification, the Landlord shall have the option to repair the same and rent shall continue at the agreed upon monthly rate, except that rent shall be proportionally

reduced during any period when Tenant is unable to use or occupy the building due to the Landlord's repairs.

18. Condemnation. If the whole or any part of the leased premises shall be taken by reason of the exercise of the right of eminent domain or be conveyed in settlement of threatened eminent domain proceedings (both of which are hereinafter referred to as a Retaking"), then this Lease and the term hereof shall cease and terminate on the date actual possession of the leased premises is required by the condemning authority or on the date which is thirty (30) days after Landlord notifies Tenant in writing of Landlord's decision to cancel the Lease in thirty (30) days, whichever date is earlier. All rents and other charges shall be prorated as of the date of termination.

19. Notice of Accident. Tenant shall notify the Landlord of any accident occurring on or damage to the leased premises within twenty-four (24) hours after the occurrence of said accident or damages.

20. Structural Changes. Tenant shall make no structural changes to the leased premises without first obtaining, on each occasion, the written consent of the Landlord, which consent shall not be unreasonably withheld. "Structural changes" includes but is not limited to the removal or partial removal of any wall, the addition of any wall, the movement of any wall, the removal or partial removal of the ceiling or the floor, and any change or alteration of the leased premises which is extraordinary in scope and effect. Tenant shall not be permitted to have outside storage of any kind on the leased premises.

21. Common Areas. Tenant and its agents, servants, representatives, and business invitees shall have the right to use the parking areas and all approaches, entrances, exits, sidewalks, and service roads in common with the other tenants in the complex of which the leased premises are a portion. In the event that the Landlord shall designate certain areas thereof for employee parking or for the exclusive use by customers, Tenant shall be required to monitor employee parking to ensure compliance to these restrictions. The Landlord shall be responsible for the maintenance, repair, upgrading, and improvements of the parking areas, including but not limited to the illumination of the same during reasonable business hours.

22. Maintenance. Landlord shall maintain the exterior walls, roof, and foundation of the leased premises in good repair. Tenant shall maintain all elements of the interior of the leased premises, including interior ceilings, walls, floors, plumbing, electrical and other fixtures, pipes, doors, and all glass in a safe, clean, sightly, and sanitary condition and shall repair and replace same as necessary to maintain them in the condition they were in at the commencement thereof, reasonable wear and tear expected. Tenant shall also provide, at its expense, heating or air conditioning to the leased premises. If, however, heating or air conditioning units are situated on the leased premises, Tenant may use such units, and shall be responsible for the cleaning and/or changing of filters. Landlord shall be responsible for the replacement of all equipment parts which have failed due to routine wear and tear and not negligence of the Tenant or his employees

or invitees. Tenant hereby accepts all such units in their present condition, Landlord having made no representation or warranty pertaining thereto.

23. Signs. No sign, advertisement, or notice shall be affixed or placed upon any part of the leased premises by the Tenant or the exterior of the building in which the leased premises is located except in such manner, and of such size, design, and color as shall be approved, in advance and in writing, by the Landlord. All signs shall be in compliance with applicable codes, rules and regulations of the local governing bodies.

Illuminated Façade Signage mounted above the storefront is a condition of this lease agreement. **See Sign Addendum to Lease Agreement.** Additionally, Tenant may elect to have professionally cut and installed lettering placed on the glass storefront of unit.

No signage, banners or other displays shall be placed in, on or around any of the common areas of the property, including but not limited to the driveways and lawns. Tenant shall limit all signage to Tenant's premises.

24. Future Renting. The Landlord shall have the right to exhibit upon the leased premises and to put or keep upon the windows or doors thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease Agreement and the Landlord or its Agents may show said leased premises to prospective tenants thereof.

25. Bankruptcy of Tenant. In the event that the Tenant shall become insolvent or if bankruptcy proceedings shall be begun by or against the Tenant before the end of the term of this Lease Agreement, the Landlord may, as its option, forthwith cancel this Lease Agreement, as for default. The Landlord may elect to accept rent from a receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without effecting the Landlord's rights as contained in this provision, but no receiver, trustee, or other judicial officer shall have any right, title, or interest in or to the leased premises by virtue of this Lease Agreement.

26. Default. In the event that the Tenant shall fail to strictly comply with the terms and provisions of this Lease Agreement with respect to the payment of rent for the leased premises or in the even that the Tenant is In default, other than for the payment of rent, in performance of any of the other covenants or agreements herein contained and said default shall not be cured to the satisfaction of the Landlord within fifteen (15) days from the Tenant having received notice of the default, then the Landlord, his successors, heirs, and assigns, may re-enter and repossess themselves of the premises.

27. Waiver of Default. No waiver of any breach of any of the terms, covenants, and conditions hereof shall be taken or construed to be the waiver of any other or succeeding breach of the same or any other term, covenant, or condition hereof.

28. Surrender of Premises. Landlord shall not be liable in damages for the failure to deliver to the Tenant possession of the leased premises at the beginning of the term hereof if such failure is due to another tenant or occupant remaining in possession of said leased premises. The failure to deliver possession of the leased premises to the Tenant on the first day of the term hereof shall not affect the validity of this Lease or extend the term hereof provided, however, that the Tenant shall not be required to pay any amounts described as rent herein for the period during which the Landlord is so prevented from delivering possession of the leased premises to the Tenant. Upon the termination of this Lease or any extension hereof, either by the expiration of its term or otherwise, the Tenant will quit and vacate the leased premises and surrender the keys thereto to the Landlord, leaving the leased premises in good and usable condition equal at least to the same condition as existing at the commencement of the term of this Lease, reasonable wear and tear excepted. Such property of the Tenant as the Tenant shall fail to remove from the leased premises or the building upon termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by the Landlord in any manner whatsoever without accounting to the Tenant for the same or being liable in any way to the Tenant for such disposition.

29. Time. It is understood and agreed between the parties hereto that time is of the essence and that this applies to all terms and conditions contained herein.

30. Litigation and Attorney's Fees. Each party shall bear its own attorney's fees in connection with any litigation or other dispute resolution proceeding arising out of this Lease Agreement.

31. Holding Over by Tenant. Failure of the Tenant to vacate after notifying Landlord of his intent to vacate or after having received notice from the Landlord of his intent not to renew the Lease Agreement with said Tenant, shall constitute a tenancy at sufferance and the rent to be paid for the use and occupancy of the leased premises shall thereafter be at a rate equal to one hundred fifty percent (150%) of the monthly rental rate established pursuant to Paragraph 4 hereof for the month immediately preceding the holdover.

32. Notices. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (1) actually received or (b) signed for or "refused" as indicated on the postal service return receipt. Delivery may be by personal delivery or by United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they may hereafter specify by written notice delivered in accordance herewith.

LANDLORD: NAVY PARK PARTNERSHIP
 61 S. Willard Street
 Burlington, VT. 05401

COPY TO
MANAGEMENT

FOR LANDLORD: NAI HALFORD
Attn: Logan DeVries
PO Drawer 12684
Pensacola, Florida 32591
Phone: (850) 433-0577

TENANT: David Wheeler, Deputy Chief
& Karen Myers, Facilities Management
Escambia County Facilities Management
P. O. Box 1591
Pensacola, Florida 32591
Phone: (850) 595-3190

33. Hazardous Waste. Tenant shall at all times during the term of this Lease comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and the like, pertaining to the protection of the environment, including, but not limited to, those regulating the handling and disposal of waste materials.

34. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

35. Miscellaneous, Provisions, and Definitions. All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their respective heirs, devisees, personal representatives, successors, and assigns. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. This Lease and all instruments or documents relating to same and all references herein shall be construed under Florida Law. The venue of any action or suit brought in connection herewith shall be in the county wherein the leased premises are situated. Landlord hereby reserves the right to change the name of the building from time to time. This Lease constitutes and contains the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the leased premises shall have any legal effect. No member, officer, agent, or employee of Landlord has or shall have any authority to waive any provisions of this Lease unless such waiver is expressly made in writing and signed by an authorized agent of Landlord.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement this
4th day of MARCH, 2010.

TENANT:
BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA


By: 
Grover C. Robinson, IV, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



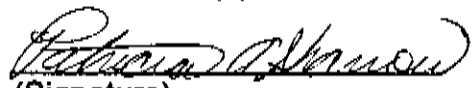
By: 
Deputy Clerk

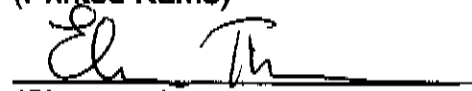
This document approved as to form
and legal sufficiency.

By: 
Title: Asst. County Attorney
Date: Feb. 10, 2010

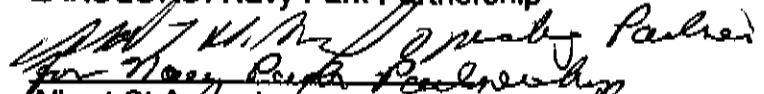
BBC Approved March 4, 2010

WITNESSES (2):


(Signature)
PATRICIA A. SHARROW
(Printed Name)


(Signature)
Elicia Thompson
(Printed Name)

LANDLORD: Navy Park Partnership


for Navy Park Partnership
Albert St Armand
Operating Partner for Navy Park Partnership

BUILDING RULES AND REGULATIONS

The following Building Rules and Regulations have been adopted by the Landlord for the care, protection and benefit of the Premises and the Building and for the general comfort and welfare of all tenants.

1. The sidewalks, entrances, passages, alleys, landscaped areas and parking lots shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress to and from the Building and Tenant's Premises.
2. Restroom facilities, water fountains, and other water apparatus shall not be used for any purpose other than those for which they were constructed.
3. Tenant shall not stack, store or otherwise place any materials, including but not limited to pallets, boxes, crates and equipment, anywhere outside of Tenant's Premises.
4. If the lease states that Landlord will provide dumpster service, Tenant shall have the right to use any of the dumpsters on site which are provided by Landlord. Landlord shall have the right to control the method, timing and manner of dumpster service. Tenant agrees to properly use the types of units placed on site. For example, all doors on units shall be closed after use and locking units shall be re-locked after use. Tenant agrees to break down all large items, especially cardboard, before placing them into the dumpster. Dumpsters are provided for general office debris. The units are not provided for disposal of hazardous or controlled items, metal, wood, manufacturing or product waste, construction debris or other items regulated by the waste removal company or governmental regulations.

If Tenant is required by the Lease to provide their own waste removal service, Tenant agrees not to use Landlord's dumpsters.

5. In order to ensure proper use and care of the Premises, Tenant, its employees, agents, guests or invitees shall not: (1) Keep animals of any kind on the Premises, (b) Use Premises as temporary or permanent sleeping quarters, (c) Conduct any activity, the noise from which may, in Landlord's opinion, disturb or interfere with the tranquility of other tenants, (d) Engage in or permit games of chance or any form of gambling or immoral conduct in or about the Premises, (e) Provide tattoo or body piercing services, (f) Sell, trade, distribute or otherwise offer sexually oriented merchandise, (g) Mark or defile doors, walls, windows or any part of Premises or Building, or (h) Operate special electrical or other motor driven equipment used in Tenant's trade or profession only with Landlord's prior written consent.
6. The driveways, entrances, and exits upon, into and from such parking areas shall not be obstructed by Tenant, Tenant's employees, agents, guests, or invitees. Tenant, its employees, agents, guests and/or invitees shall not park in space(s) that are identified as reserved for others.

7. Tenant shall not install on the Premises any heavy equipment or fixtures or permit any concentration of excessive weight in any portion thereof without first having obtained Landlord's written consent.

8. Tenant shall not place any signage on the property except as permitted by the Lease.

9. Landlord reserves the right at all times of emergency to exclude the general public from the Building upon such days and at such hours as in Landlord's sole judgment will be in the best interest of the Building and its tenants, except that rent shall be proportionally reduced during any period when Tenant is unable to use or occupy the building.

10. No wires or satellite dishes of any kind or type (including but not limited to T.V. and radio antennas) shall be attached to the outside of the Building without Landlord's prior written consent.

11. Tenant will instruct employees to park behind the units to the extent that spaces are available. Tenant will endeavor to keep the front spaces open for customers and clients.

Tenant shall keep all doors to Premises closed at all times, except for ingress and egress to the Premises.

12. It is expressly understood and agreed that any items of any nature whatsoever placed in Common Areas (i.e. parking garage lots, sidewalks, alleys, landscaped areas, dumpsters etc.) are placed at Tenant's sole risk, and Landlord assumes no responsibility whatsoever for any loss or damage as regards same.

SIGN ADDENDUM TO LEASE AGREEMENT

PARTIES:

LANDLORD: NAVY PARK PARTNERSHIP
TENANT: ESCAMBIA COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

WHEREAS, the undersigns are the Landlord and the Tenant in a certain Lease Agreement dated _____ (collectively referred to as the "Lease").

WHEREAS, in consideration of the promises and agreements set forth herein, the undersigns do hereby alter and amend the described Lease Agreement this _____ day of _____, 2010, as follows:

1. **SIGNAGE LOCATION** – Landlord agrees to pay for and install a 3 x 8 (sign size) illuminated sign box with high output lamps, electrical wiring, and applicable attachment braces for use by Tenant on the façade area above Suite #1 & 2, Building A, Navy Park Plaza, 3960 Navy Blvd., Pensacola, Fla.
2. **OWNERSHIP** – The entire sign box is owned by and remains the property of Landlord. At no time may Tenant remove, rent, sub-lease, sell, or otherwise transfer the use of the sign box or sign face to another entity.
3. **TERM OF USE** – Tenant shall have use of the illuminated sign box as long as Tenant occupies Suite # 1 & 2, Building A, Navy Park Plaza, 3960 Navy Blvd., Pensacola, Fla., as defined in the Lease, and is not in default of the Lease Agreement or Sign Addendum. Should Tenant sub-lease his Suite by means of a Landlord approve sub-lease agreement, then this agreement with Tenant shall be considered to have terminated and a new Sign Addendum will be signed between Landlord and sub-lease Tenant.
4. **SIGN FACE** – Tenant agrees to pay for the cost of the polycarbonate sign face or plastic flex sign face, the lettering of the sign face, the installation of the sign face into the above designated sign box, additional permitting that might be required to install the face, All sign face decorations will be to Tenant specifications but must be submitted to Landlord and approved in writing by Landlord prior to order and installation. All sign designs are to be consistent in style and colors to other signs on the façade. Banners or wood panels shall not be permitted as sign face material at any time during this agreement. Sign face will remain with sign box at expiration of lease and remain at Navy Park Plaza.
5. **PAYMENT FOR SIGN FACE** – At signing of this agreement, Tenant agrees to pay to Landlord the sum of \$516.00 as a deposit to cover the cost of the approved sign face and standard lettering. Any additional costs of

installation, permitting, or lettering which may occur must be paid in full to Landlord by Tenant within 5 business days of receipt of final sign invoice from Landlord's approved sign company and prior to commencement of construction of façade sign and applicable sign face.

6. **UTILITIES** - Tenant agrees to pay for the cost of electric service, which shall be separately metered and provided under utility service account maintained by Tenant, and to provide electric service at all times to the illuminated sign box as long as Tenant occupies Suite # 1 & 2, Building A, Navy Park Plaza, Pensacola, Fla. Landlord agrees to pay for the cost of connecting the illuminated sign box to the electric service provided by Tenant.
7. **INSURANCE** – Because the sign is owned by the Landlord, the sign box shall be insured by Landlord. Tenant shall be responsible for insuring or paying for replacement of Tenant's panel and lettering in the event of destruction or damage to the sign, including but not limited to accident, man-made damage or weather related damage of any type whatsoever.
8. **MAINTENANCE** – After the first anniversary of the sign installation, Tenant agrees to pay for any maintenance expenses related to replacement of bulbs, ballast, electrical repairs, flex face repairs, or other maintenance that may be needed for the safe and continuous operation of the illuminated sign box. Landlord will invoice Tenant for said repairs, and Tenant shall reimburse Landlord within 15 business days of receipt of invoice. Tenant will not be charged for expenses that are covered by insurance proceeds.
9. **REPLACEMENT** – Tenant shall be responsible for the cost of re-lettering, redesigning or replacing Tenant's sign face due to fading, peeling, or other general wear and tear caused by typical weather conditions, age or product failure. Landlord will notify Tenant, in writing, that Tenant's sign face is no longer in acceptable condition. Landlord will invoice Tenant for the cost of a new sign face, lettering, installation, and permits. Tenant shall pay Landlord within 15 days of receipt of invoice.
10. **APPROVAL** – As with all signs located at Navy Park Plaza, the design and color of the sign must be approved in writing by Landlord prior to manufacturing. Landlord will not accept wording or designs that are morally offensive, discriminatory or may put Landlord in default of agreements made with third party tenants. Notwithstanding the previously mentioned exclusions, said approval shall not be unreasonably withheld.
11. **DEFAULT BY TENANT** – Failure to receive full payment for the construction of the sign face as provided in Section 5 of this Addendum shall result in the default of this entire agreement. Landlord shall have the right to cancel this entire agreement with Tenant and Landlord shall have no obligation to Tenant to install an illuminated sign box. Any partial amounts

paid to Landlord by Tenant will be returned less any expenses incurred by Landlord directly related to this façade sign. Tenant shall not be allowed to install any other type of sign, banner, or flag on the façade, hanging from the soffit area, hanging from the side of the building, or on the common grounds of the property.

Failure to receive maintenance reimbursement and sign face replacement payment as provided in Sections 8 and 9 of this Addendum shall result in the default of this Agreement. Following written notice of the default, Tenant shall have 5 business days to cure the default by making payment in full to Landlord. Under no circumstances is tenant authorized to personally remove sign face, personally make repairs, or personally install a new sign face. All replacement and repairs must be arranged through Landlord and Landlord's authorized agent.

Default by Tenant as indicated above shall result in forfeiture of Tenant's right to use of the sign box and cancellation of this Addendum, without further effort or recourse on any other portion or portions of the Lease Agreement or other Addendums. As a consequence of Tenant default, Landlord shall be permitted to remove Tenant sign face and to install a blank face into the sign box to protect the interior mechanisms of the sign.

12. **DEFAULT BY LANDLORD** – Should Landlord fail to have installed or be prohibited from installing the sign box at Tenant's façade location, Landlord shall return all payments received to date from Tenant less any expenses incurred by Landlord that are directly related to the Tenant's façade sign. Following return of Tenant's funds, Landlord shall have no further liability or obligation to Tenant and this agreement shall become null and void. Landlord shall have no obligation or responsibility for any other costs or expenses incurred by Tenant with regards to Tenant's façade sign. Tenant shall not be permitted to install a sign on the façade area.

Except as specifically amended by this Addendum, each and every term and provision of the aforementioned Lease Agreement between the Landlord and the Tenant shall remain in full force and effect.

LANDLORD:

NAVY PARK PARTNERSHIP



By Albert L. St. Amant
Albert L. St. Amant, Operating Partner
Navy Park Partnership

TENANT:

By: _____

WITNESSES FOR LANDLORD:

Robert A. Shannon
Elm Th

WITNESSES FOR TENANT:

This document approved as to form
and legal sufficiency.

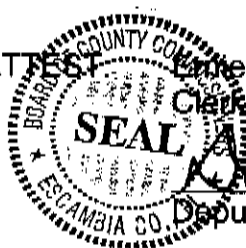
By *[Signature]*
Title *Asst. County Attorney*
Date *Feb. 10, 2010*

TENANT:

Board of County Commissioners
Escambia County, Florida

By: *[Signature]*
Grover C. Robinson, IV, Chairman

ATTEST: *Leanne Lee Magaha*
Clerk of the Circuit Court



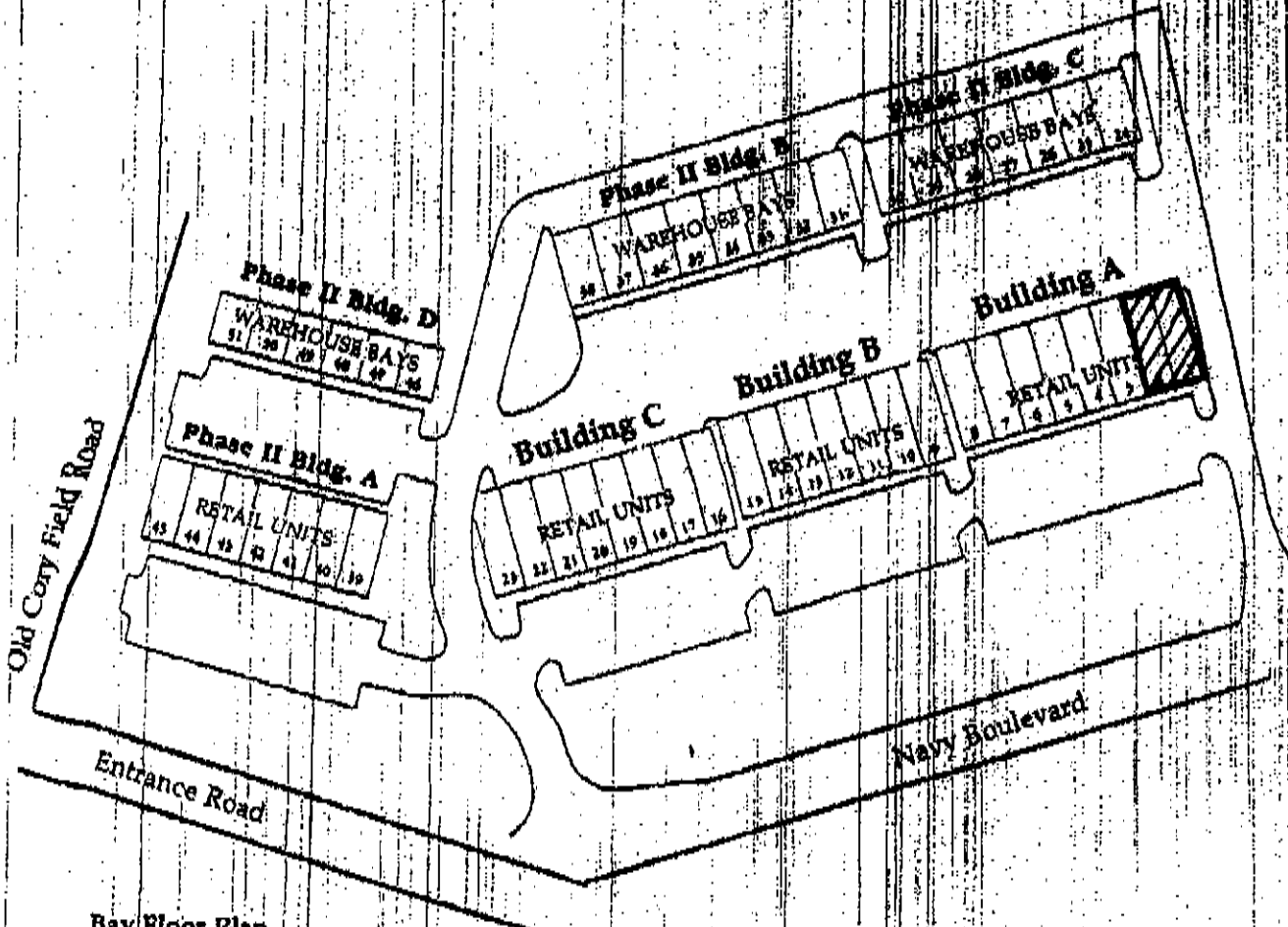
[Signature]
Deputy Clerk

BBC Approved *March 4, 2010*

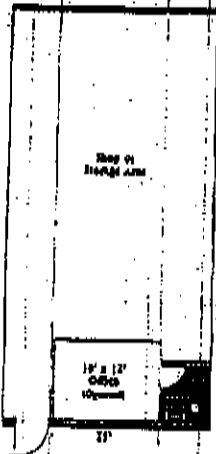
EXHIBIT "A"

Navy Park Plaza

3960-23 Navy Boulevard, Pensacola, FL 32507



Bay Floor Plan



NAVY PARK PARTNERSHIP

61 So. Willard St.
Burlington, VT
(802) 863-1315

EXHIBIT "B"



PROJECT SCOPE REPORT

Between the Contractor:

McBride Construction, LLC
2415 N. Pace Blvd
Pensacola, Florida 32505
cbc088496
850-434-5522

For the Project:

E.C.H.D. Remodel

Project Address:

3980 Navy Blvd. Suites 1&2
Pensacola, Florida

NOTES:

1.1. McBride Construction will provide the following:

SUPERVISION

Project Manager
Project Superintendent

DIV. 1 - GENERAL REQUIREMENTS

01000 - Purpose - Permit Drawing, Permit
01511 - Temporary Electricity - Power required to complete the job
01523 - Sanitary Facilities - Dumpsters for trash removal
01740 - Cleaning - Final cleaning of space

DIV. 3 - CONCRETE

03100 - Concrete Formwork, Reinforcement and Materials - Repair concrete damaged during installation of the Handicap restroom

DIV. 6 - CARPENTRY

06410 - Interior Cabinetry - Standard grade 5'-0" cabinets and counters (2) in back area

DIV. 8 - DOORS AND WINDOWS

08100 - Doors - Reuse or match with like kind residential grade doors and hardware

DIV. 9 - FINISHES

EXHIBIT "B"

09250 - Gypsum Wallboard - GWB assemblies per drawing, repair ceilings damaged during construction

09300 - Floor Finishes - VCT in standard color in all spaces

09900 - Paints and Coatings - Two coats of color in white Sherwin Williams or equal

DIV 10 - SPECIALTIES

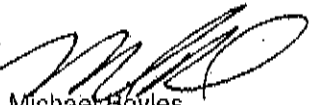
10610 - Toilet Accessories - Toilet Accessories in new Handicap restroom

DIV. 15 - MECHANICAL

15100 - Plumbing - Add Handicap restroom with sink, add sink to Lab, add two sinks at back of space

DIV. 16 - ELECTRICAL

16100 - Electrical - electrical service to both spaces per NEC code, configure lights per discussion



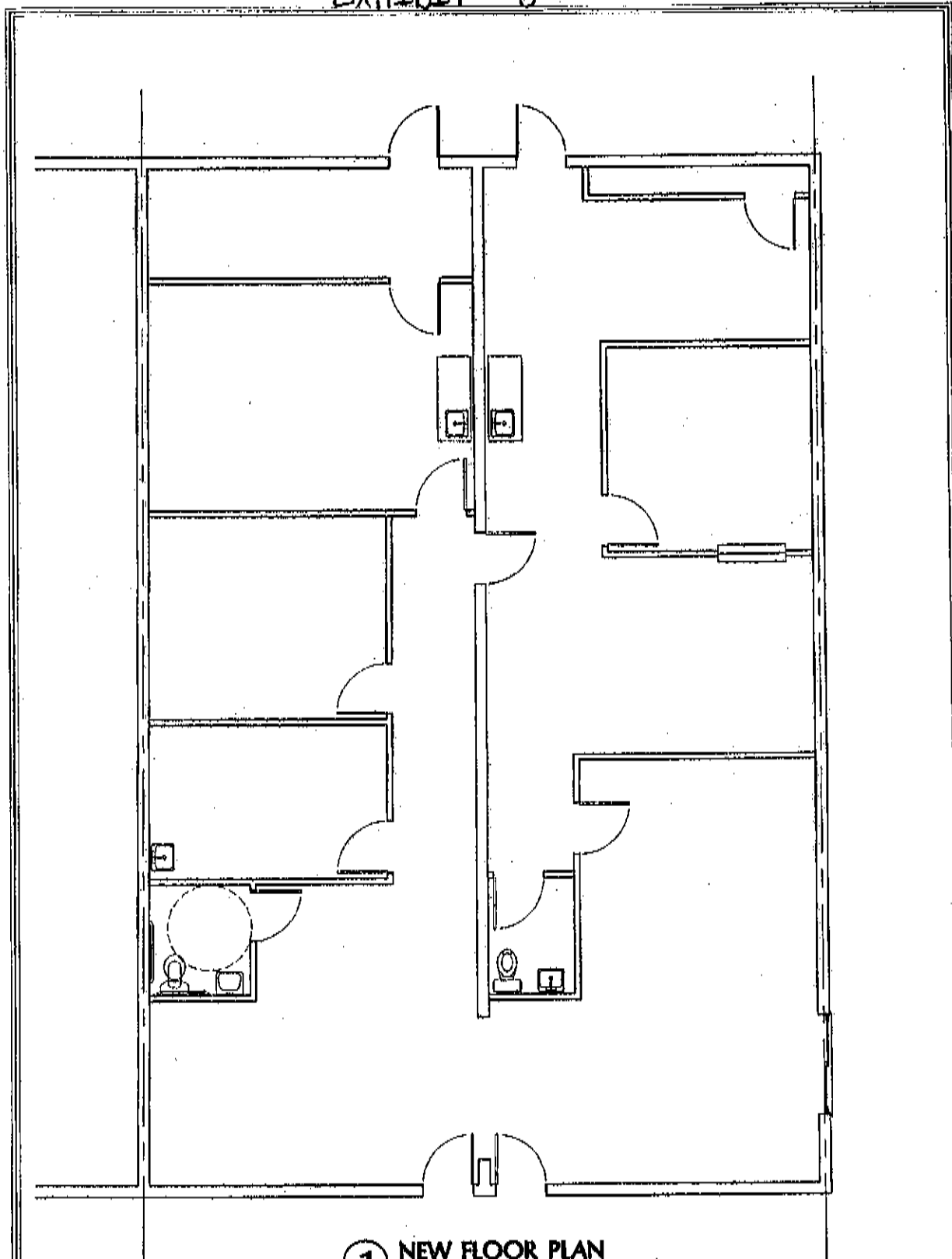
Michael Boyles
Managing Partner
McBride Construction, LLC
2415 N. Pace Blvd.
Pensacola, FL 32505

Office - 850-434-5522 ext. 101

Cell - 850-232-0690

www.McBride-Construction.com

EXHIBIT "B"



1 NEW FLOOR PLAN
3/16" = 1'-0"

INFORMATION ON THIS SHEET IS COPYRIGHTED CONFIDENTIAL MATERIAL WHICH IS PROVIDED TO THE RECIPIENT FOR THE COORDINATION OF ITS WORK EFFORTS WITH MCBRIDE. IT SHALL NOT BE COPIED OR PROVIDED TO ANY OTHER PARTIES FOR ANY USE. THIS INFORMATION SUPPLIED IS SUBJECT TO CHANGE AT THE DISCRETION OF MCBRIDE AND IT IS THE RESPONSIBILITY OF THE RECIPIENT TO REQUEST PERIODIC UPDATES.

MCBRIDE CONSTRUCTION, INC
design/build general contractors

2415 N. Pace Blvd. Voice 850-434-5522
Panacea, Florida 32506 Fax 850-434-5505
michael@mcbride.gocomm.com

ESC. COUNTY HEALTH CLINIC
ESCAMBIA COUNTY FLORIDA

Drawn By
Checked By
Approved By

MB
MB
MB

Issue Date 11/16/09
Project No.
Revision

**NEW
FLOOR
PLAN**

A102

EXHIBIT "C"

MEMORANDUM OF CONFIRMATION OF LEASE RENTAL RATE/OPTION YEAR RATES

RE: Lease dated March 4, 2010 (the "Lease") between Navy Park Partnership ("Landlord") and Escambia County, a political subdivision of the State of Florida ("Tenant"), concerning the approximately 2,480 square feet of space located on the first floor of a building commonly known as 3960 Navy Blvd, Unit 1 & 2, Pensacola, FL. 32507.

1. The undersigned Landlord and Tenant hereby acknowledge and agree that the conditions set forth in Section 4 pertaining to Exhibit "C" are stated below:

Base Rent	\$1963.33/month
CAM	\$ 150.00/month
Build-Out	\$ 808.17/month
TOTAL	\$2921.50/month

-The above rates pertain to the initial 3-years of the lease. Rent may be pro-rated for the first and last months of this lease should the commencement date not be on the first of the month. Rent shall be due on the 1st of each month.

2-YEAR OPTION PERIOD

Base Rent	\$2015.00/month
CAM	\$ 150.00/month
TOTAL	\$2165.00/month

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement this 4th day of March, 2010.

TENANT:
BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman



ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Ernie Lee Magaha
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Feb. 10 2010

BBC Approved March 4, 2010

WITNESSES (2):

Patricia A. Sharrow
(Signature)

Patricia A. Sharrow
(Printed Name)

Elicia Thompson
(Signature)

Elicia Thompson
(Printed Name)

LANDLORD: Navy Park Partnership

Albert St. Armand
(Signature)

Albert St. Armand
Operating Partner for Navy Park Partnership

EXHIBIT "D"

MEMORANDUM OF CONFIRMATION OF LEASE COMMENCEMENT / EXPIRATION DATES

RE: Lease dated March 4, 2010 (the "Lease") between Navy Park Partnership ("Landlord") and Escambia County, a political subdivision of the State of Florida ("Tenant"), concerning the approximately 2,480 square feet of space located on the first floor of a building commonly known as 3960 Navy Blvd, Unit 1 & 2, Pensacola, FL. 32507.

1. The undersigned Landlord and Tenant hereby acknowledge and agree that the conditions set forth in Section 3 pertaining to Exhibit "B" of the above referenced Lease have been satisfied and that, for purposes of the Lease, the "Commencement Date" as defined in said Section 2 shall be deemed to be June 11, 2010 and the "Termination Date" as defined in Section 2 of the Lease shall be June 10, 2013.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement this ____ day of _____, 20__.

TENANT:
BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk



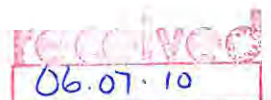
This document approved as to form
and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: June 10, 2010

WITNESSES (2):

[Signature]
[Signature]

LANDLORD: Navy Park Partnership
Albert St. Amand Operating Partner
for Navy Park Partnership
Albert St. Amand
Operating Partner for Navy Park Partnership





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3857

County Administrator's Report 12. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Perdido Landfill Forest Biomass Sale

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Perdido Landfill Forest Biomass Sale - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Perdido Landfill Forest Biomass Sale:

A. Accept the Request for Quote, submitted by Easterling Bros. & Sons, Inc., the highest apparent responsive and responsible bidder, in the amount of \$0.55 per ton, for the harvesting and purchase of understory/timber on approximately 262 acres of Escambia County property, located on certain tracts of land belonging to the County and described as follows:

Section 32, Township 1 North, Range 31 West, 1401-000-000

Section 32, Township 1 North, Range 31 West, 1101-000-000

Section 32, Township 1 North, Range 31 West, 1201-000-000

Section 32, Township 1 North, Range 31 West, 2202-000-000

B. Approve the Agreement for Sale of Biomass Material between Escambia County and Easterling Bros. & Sons, Inc.; and

C. Authorize the Chairman to sign the Agreement and all necessary legal documents relating to the sale of the biomass material.

[Funding: Fund 401, Solid Waste]

BACKGROUND:

Perdido Landfill is surrounded by forested lands that have been neglected and have grown into an impenetrable, unmanageable thicket. The result is a very large presence of vegetative debris with thick understory/underbrush that provides abundant fuel for wild fires. It is the goal of Perdido Landfill to eliminate this fire hazard. All understory/underbrush trees less than 8" in diameter at breast height (DBH), vines, downed trees, and other woody vegetation are included in the Perdido Landfill Forest Biomass Sale. Lands to be harvested will include all uplands and will be on multi parcels as noted and totaling approximately 262 acres. The Office of Purchasing assisted the Solid Waste Management Department in the development of the Request for Quote, and has offered valuable guidance in the purchasing process.

BUDGETARY IMPACT:

Funds received will be deposited into Fund 401, Solid Waste.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Agreement for legal form and sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for the sale of County property.

IMPLEMENTATION/COORDINATION:

The Solid Waste Management Department/Engineering and Environmental Quality Division will oversee the harvesting of the biomass from the designated properties.

Attachments

Easterling Bros. Quote

Biomass Sale Agreement

Perdido Forest Biomass Tracts

RFQ Summary Page

EASTERLING BROS. & SONS, INC

Fuel wood Operations

786 Humphrey Dr.

Brewton, AL 36426

Office: (251) 867-4104

Fax: (251) 867-4110

*Attn:*To: *Doyle Butler*From: *Nick Easterling*

Company:Date: *1-10-13*

Fax Number:*1-850-937-2152*

Phone Number:

Total number of Pages including cover: *4*

Comments:

REQUEST FOR QUOTE
PERDIDO LANDFILL FOREST BIOMASS SALE

Technical Assistance:

Jimmie Jarratt
Environmental Analyst/ISA Arborist
Escambia Co. Community & Environ.
Pensacola, FL 32502
Tel: (850) 595-3535
Fax: (850) 595-3634
Email: injarrat@myescambia.com

Landfill Agent:

Doyle Butler
Engineering Project Coordinator
Escambia Co. Div. of Solid Waste
Cantonment, FL 32533
Tel: (850) 937-2148
Fax: (850) 937-2162
Email: doyle_butler@co.escambia.fl.us

Purpose and Background

Perdido Landfill is surrounded by forested lands that have been neglected and have grown into an impenetrable, un-manageable thicket. The result is a very large presence of vegetative debris with thick understory/underbrush that provides abundant fuel for wild fires. It is the goal of Perdido Landfill to eliminate this hazard. The Solicitation for harvesting the biomass from Perdido landfill forests is an endeavor to correct this situation. All understory/underbrush trees less than 8" in diameter at breast height (DBH), vines, downed trees, and other woody vegetation are included in the Perdido Landfill Forest Biomass Sale.

Lands to be harvested will include all uplands and will be on multi parcels. All together, approximately 262 acres will be candidates for harvesting.

SCOPE OF WORK

Escambia County Perdido Landfill Forest Biomass Sale

The Perdido Landfill Forest Biomass Sale consists of the mechanical clearing and harvesting of all underbrush, understory, woody brush, vines, and other similar vegetation, i.e., biomass, within an approximate 262 acres area. Harvestable vegetation will include saplings, all exotic species, and hardwood trees up to 8" in diameter at chest height. All canopy trees are excluded from this biomass sale. The sale will leave the mature pines and select hardwood trees well spaced throughout the acreage to accommodate future forestry activities. Wetlands must be avoided.

It is estimated that each acre will generate approximately 20 – 25 tons of harvestable vegetation. However, Escambia County/Perdido Landfill will not guarantee volumes. The contractor will be given the opportunity to cruise the site and it will be the contractor's responsibility to estimate available harvest tonnage. The Seller agrees to sell to the Purchaser under the terms and conditions hereinafter stated, certain timber located on certain tracts of land belonging to the Seller, situated in Cantonment, in the County of Escambia, State of Florida, described as follows (Sale boundary is shown on Exhibit A):

REQUEST FOR QUOTE
PERDIDO LANDFILL FOREST BIOMASS SALE

Section 32, Township 1 North, Range 31West, 1401-000-000

Section 32, Township 1 North, Range 31West, 1101-000-000

Section 32, Township 1 North, Range 31West, 1201-000-000

Section 32, Township 1 North, Range 31West, 2202-000-000

The following shall be required of the buyer:

- The successful bidder will execute contract within 30 days of written notification of bid award. The selected contractor agrees to complete the contract within 6 months.
- The County reserves the right to reject any and all bids and to waive any irregularity in bids received.
- The buyer will be required to provide a Certificate of Insurance at contract closing.
- The buyer will comply with all regulations governing timber harvests. Florida's Silviculture BMP's will be implemented. All trash and oil/petroleum products utilized and/or generated during the harvesting operation shall be removed and properly disposed of from the site at the completion of harvesting.
- The buyer agrees to have a representative available to provide routine on-site supervision of the harvesting operation as well as meet with the agent on site prior to harvesting for a pre-harvest meeting. This representative must have completed the Florida Master Logger training program or have a comparable certificate of training that complies with the American Forest and Paper Associations Sustainable Forestry Initiative.
- Stumps will be no higher than six (6) inches above the ground unless authorized by landfill agent.

All roads will be maintained during harvesting by the buyer and returned to their original condition, (less normal wear at the completion of harvesting).

The buyer's representative will maintain a daily logging ledger (supplied or approved by the agent) that will be available to landfill agent and Escambia County at all times.

Purchaser agrees to pay seller, to harvest at a unit price per ton of: \$.55 per ton for all approved materials harvested from Seller. Tonnage to be calculated from certified scales located at site of material destination. If a certified scale is not available to contractor, scales at Perdido Landfill will be used.

REQUEST FOR QUOTE
PERDIDO LANDFILL FOREST BIOMASS SALE

Please sign and return the attached Request for Quote (RFQ) within 14 days of receipt to:

Escambia County Solid Waste Management Dept.
Attn: Doyle Butler
13009 Beulah Rd.
Cantonment, FL 32533

Or

Email or Fax to:

E-mail: doyle_butler@co.escambia.fl.us
Fax: (850) 937-2152

Company Name: Easterling Bros + Son's, Inc.

Address: 786 Humphrey Dr

City/State/Zip: Brewton, AL, 36426

Nick Easterling
Owner/Representative Signature

Nick Easterling
Print or Type Name

Title: President

Date: 1-9-13

AGREEMENT FOR SALE OF BIOMASS MATERIAL

THIS AGREEMENT entered into this 21st day of February 2013, between Escambia County, a political subdivision of the State of Florida, (hereinafter referred to as "Seller") and Easterling Bros. & Sons, Inc., a foreign limited liability company, with administrative offices located at 786 Humphrey Dr., Brewton, AL 36426 (hereinafter referred to as "Purchaser"), each at times being referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, the County issued a Request for Quote concerning the Perdido Landfill Forest Biomass Sale; and

WHEREAS, the Purchaser provided the most responsive quote and has agreed to harvest and purchase said biomass material as set forth herein; and

WHEREAS, the County and Purchaser have agreed to execute this Agreement for the purpose of setting forth the terms and conditions by which the County will sell said biomass material to the Purchaser as specified herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Boundary.** The Seller agrees to sell to the Purchaser under the terms and conditions hereinafter stated certain biomass material located on certain tracts of land belonging to the Seller situated in the County of Escambia, State of Florida, described as follows:

Section 32, Township 1 North, Range 31 West, 1401-000-000
Section 32, Township 1 North, Range 31 West, 1101-000-000
Section 32, Township 1 North, Range 31 West, 1201-000-000
Section 32, Township 1 North, Range 31 West, 2202-000-000

3. **Scope of Work.** Purchaser agrees to perform in accordance with the scope of work outlined in Escambia County's Request For Quotes for Sale of Perdido Landfill Forest Biomass, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Purchase Price. The Purchaser agrees to pay the Seller the following price for all approved biomass material harvested pursuant to this agreement:

Understory/Timber \$ 0.55 per ton

5. Method of Payment. Purchaser shall calculate sums due to County based upon the total net weight of material received per month and remit payment to the County within thirty days (Net 30). Payment shall include appropriate supporting documentation, to include the date of pick-up and weight. Overdue payments shall accrue interest at a rate of 0.02% per day.

Payments shall be remitted to:

Escambia County Division of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533-8831
Attn: Doyle Butler

6. Time for Completion. Purchaser shall commence harvesting within thirty (30) days of written notification of bid award. Unless extension of time is granted, all biomass shall be cut and removed on or before six (6) months from the effective date of this Agreement.

7. Minimum Quantity. No minimum quantity of materials may be guaranteed by County.

8. Ledger. Purchaser will maintain a daily ledger that shall be available to the Seller's agent at all times, and a copy of this ledger will be sent to the Seller's agent (Doyle Butler, Engineering Project Coordinator) with the scale tickets and settlement check on a weekly basis. The ledger will include the load ticket number (provided by agent) that will be attached to each truck load of forest product harvested and corresponding receipt load number shall be attached to each scale ticket.

9. Notification. The Purchaser shall notify Seller's agent a minimum of 48 hours prior to commencing biomass removal. The Seller and/or seller's agent may, at their discretion, stop harvesting and/or terminate this agreement at any time.

10. Indemnification. The Purchaser agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Purchaser's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the

Purchaser or by anyone for whom the Purchaser is legally liable. The parties understand and agree that such indemnification by the Purchaser relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Purchaser'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 Purchaser agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. During the term of this agreement, Purchaser and its contractors shall procure and maintain the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) If applicable, Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) Purchaser agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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

14. Independent Contractor Status. In the performance of this Agreement hereunder, Purchaser is an independent contractor. Purchaser shall not hold itself out as an employee, agent or servant of the County; and Purchaser shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

15. 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, as amended. In the event a party fails to abide by the provisions of Chapter 119 F.S., 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.

16. Effective date. This agreement becomes effective upon execution and delivery by both Parties

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Purchaser acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

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

19. Compliance with Laws. Purchaser agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

20. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by board action on the 21st day of February, 2013, and Easterling Bros. & Sons, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:

ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Gene M. Valentino, Chairman

Date: _____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: Kristin Dural

Title: ACF

Date: 2/11/13

PURCHASER:

EASTERLING BROS. & SONS, INC.

By: _____
President or Designee

Date: _____

Witness

Witness

REQUEST FOR QUOTE

PERDIDO LANDFILL FOREST BIOMASS SALE

Technical Assistance:

Jimmie Jarratt
Environmental Analyst/ISA Arborist
Escambia Co. Community & Environ.
Pensacola, FL 32502
Tel: (850) 595-3535
Fax: (850) 595-3634
Email: jjarrat@myescambia.com

Landfill Agent:

Doyle Butler
Engineering Project Coordinator
Escambia Co. Div. of Solid Waste
Cantonment, FL 32533
Tel: (850) 937-2148
Fax: (850) 937-2162
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REQUEST FOR QUOTE
PERDIDO LANDFILL FOREST BIOMASS SALE

Please sign and return the attached Request for Quote (RFQ) within 14 days of receipt to:

Escambia County Solid Waste Management Dept.
Attn: Doyle Butler
13009 Beulah Rd.
Cantonment, FL 32533

Or

Email or Fax to:

E-mail: doyle_butler@co.escambia.fl.us
Fax: (850) 937-2152

Company Name: _____

Address: _____

City/State/Zip: _____

Owner/Representative Signature

Print or Type Name

Title: _____

Date: _____



PEARTREE DR

TIMBER CREEK DR

99

32-1N-31-2202-000-000
114419200
16.76 Acres

32-1N-31-1201-000-000
114416000
63.79 Acres

32-1N-31-1101-000-000
114415000
39.35 Acres

32-1N-31-1401-000-000
114418000
228.91 Acres

INTERSTATE 10

INTERSTATE 10

8

8

BEULAH RD

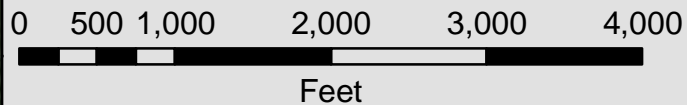
W KINGSFIELD RD

10

TRELLIS LN



"This map was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not guaranteed accurate or suitable for any use other than that for which it was gathered."



PERDIDO LANDFILL FOREST BIOMASS SALE

Vendor Name	Response to RFQ	Remarks
C.R. Pate Logging Attn: Joel Pate 32440 County Road 6 Evergreen, AL 36401	No Response	
Jeff Castleberry Logging 2452 County Road 27 Castleberry, AL 36432	No Response	
Easterling Bros. & Sons. Inc Attn: Nick Easterling 786 Humphrey Drive Brewton, AL 36426	RFQ Received	Bid Receive/Accepted
James R. Fincher Timber Co. Attn: Mark Shells 450 Stateline Road South Wilmer, AL 36587	RFQ Received	Bid Received/Not Accepted
Mobile Forest Products, Inc. 3151 Midtown Park East Mobile, AL 36606	Viewing/No Bid	



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3612

County Administrator's Report 12. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Acquisition of Property Located on Blue Angel Parkway from 21st Century Marble, Inc.

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acquisition of Property Located on Blue Angel Parkway from 21st Century Marble, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.58 acres), located on Blue Angel Parkway, from 21st Century Marble, Inc.:

A. Authorize the purchase of a parcel of real property located in the 6100 Block of Blue Angel Parkway (approximately 0.58 acres), for the appraised value of \$61,000, from 21st Century Marble, Inc., in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located in the 6100 Block of Blue Angel Parkway (approximately 0.58 acres); and

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

[Funding Source: Fund 352, "LOST III," Accounts 210107/56101/56301, Project No. 11EN1141]

Barefoot Estates Subdivision, east of Blue Angel Parkway, has a history of stormwater drainage issues which include flooding of houses and infrastructure. An effort to alleviate some of these problems will require acquisition of additional property for stormwater retention. The property (approximately 0.58 acres) owned by 21st Century Marble, Inc., lies adjacent to an existing County retention pond that is in need of expansion to allow more capacity for stormwater retention.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with 21st Century Marble, Inc., to acquire their property located in the 6100 Block of Blue Angel Parkway. Staff had an appraisal performed by Brantley & Associates, dated September 29, 2011, which placed a value of \$61,000 on the parcel. The owners indicated that they were amenable to accepting

this amount. Staff prepared, and the property owners agreed to, the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the appraised value of \$61,000, with the owners/sellers being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

BACKGROUND:

Barefoot Estates Subdivision, east of Blue Angel Parkway, has a history of stormwater drainage issues which includes flooding of houses and infrastructure. An effort to alleviate some of these problems will require acquisition of additional property for stormwater retention. The property (approximately 0.58 acres) owned by 21st Century Marble, Inc., lies adjacent to an existing County retention pond that is in need of expansion to allow more capacity for stormwater retention.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with 21st Century Marble, Inc., to acquire their property located in the 6100 Block of Blue Angel Parkway. Staff had an appraisal performed by Brantley & Associates, dated September 29, 2011, which placed a value of \$61,000 on the parcel. The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the appraised value of \$61,000, with the owners/sellers being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this acquisition is available in Fund 352 "LOST III", Account 210107/56101/56301/Project No. 11EN1141.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on January 17, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract for Sale and Purchase

Appraisal

Checklist

Parcel Information

Aerial View Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between 21st CENTURY MARBLE, INC., a Florida corporation by Kenneth R. Higdon, President, whose address is 1029 South Fairfield Drive, Pensacola, FL 32506 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2013.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Sixty One Thousand Dollars (\$61,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Seller); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32501

TO SELLER:

21ST Century Marble, Inc.
1029 South Fairfield Drive
Pensacola, FL 32506

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

BCC Approved: _____

Date: _____ This document approved as to form
and legal sufficiency.

By St. West

Title Asst. County Attorney

Date Jan. 17, 2013

SELLER:

21st Century Marble, Inc., a Florida
Corporation

By: Kenneth R. Higdon
Kenneth R. Higdon

Title: President

Date 12-17-12

Stacey S. Ward
Witness

Larry Goodwin
Print Name

LARRY GOODWIN
Witness

LARRY GOODWIN
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of DECEMBER,
2012, by Kenneth R. Higdon. He () is personally known to me, () produced current
FL. DR. LICENSE as identification.

(Notary Seal)



Larry Goodwin
Signature of Notary Public



LEGAL DESCRIPTION: (O.R. BOOK 6570, PAGE 1479)

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION;
THENCE N 00°01'56" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER FOR 1327.38 FEET TO THE
NORTHEAST CORNER OF THE SOUTHEAST QUARTER.

FURTHER DESCRIBED AS FOLLOWS:
OUT PARCEL "B" ON PLAT OF BAREFOOT ESTATES, PLAT BOOK 16, PAGE 62.

LEGEND:

(F)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
R/W	RIGHT-OF-WAY
P.I.	POINT OF INTERSECTION
FND	FOUND BOUNDARY CORNER

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 10-31-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY LINE OF BLUE ANGEL PARKWAY AS S 00°01'56" E.
4. FENCE LINES ARE EXAGGERATED FOR CLARITY.

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Rob L. Working
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

11/8/12

SUMMARY APPRAISAL REPORT

24,373 SF (+/-) OF VACANT RESIDENTIAL LAND

LOCATED ALONG THE WEST SIDE OF
BLUE ANGEL PARKWAY, IN
PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF SEPTEMBER 26, 2011

VR11BB669-7



PREPARED FOR

ESCAMBIA COUNTY PUBLIC WORKS BUREAU
3363 W. PARK PLACE
PENSACOLA, FLORIDA 32505

BY

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM

FL: CERT GEN RZ289

AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA M. MARTIN, MAI

FL: CERT GEN RZ2552

BRUCE A. BLACK

FL: CERT GEN RZ2714

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

DAVID C. SINGLETON, MBA

FL: TRAINEE RI23421

AL: TRAINEE REAL PROPERTY APPRAISER T01790

TORRI L. MATHERNE

FL: CERT GEN RZ2987

MICHAEL MIRAGLIOTTA

FL: CERT GEN RZ2173

September 29, 2011

Ms. Judy Cantrell
Real Estate Acquisition Specialist
Escambia County Public Works Bureau
3363 W. Park Place
Pensacola, Florida 32505

Re: Appraisal of 24,373 SF (+/-) of vacant
residential land located along the west
side of Blue Angel Parkway, in Pensacola,
Escambia County, FL.
BA File #VR11BB6669

Dear Ms. Cantrell:

At your request, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of estimating its market value as of September 26, 2011, being the last date of inspection of the property.

The subject property consists of 24,373 SF (+/-) of vacant residential land located along the west side of Blue Angel Parkway, approximately 227.78' south of its intersection with Barefoot Blvd., in Pensacola, Florida.

Based upon our investigation and our analyses of the information gathered, we estimate the fee simple market value of the subject property as of September 26, 2011, as follows:

MARKET VALUE OPINION
SIXTY ONE THOUSAND DOLLARS
\$61,000

The above value opinion is subject to the limiting conditions and general assumptions stated within the body of the report. In addition, the following special assumption applies to this analysis:

1) We relied upon available public records in order to estimate the subject's site area and site boundaries. We asked for but were not provided with a survey, and we are not surveyors. Should a future survey identify different site area and site boundaries than those cited herein then this appraisal would be invalid or subject to amendment.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET • POST OFFICE BOX 12505 • PENSACOLA, FLORIDA 32591
EMAIL: shawnbrantley@brantleyassociates.com • WEB ADDRESS: www.brantleyassociates.com
PHONE (850) 433-5075 • FAX (850) 438-0617

We are attaching our summary appraisal report, which contains certain factual data and opinions formed in making the value estimate.

This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.

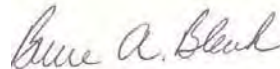
This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in dark ink, reading "R. Shawn Brantley, MAI".

R. Shawn Brantley, MAI, CCIM
FL: Cert Gen #RZ289

A handwritten signature in dark ink, reading "Bruce A. Black".

Bruce A. Black, Associate
FL: Cert Gen #RZ2714

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION:	24,373 SF (+/-) of vacant residential land
LOCATION OF PROPERTY:	West side of Blue Angel Parkway, approximately 227.78' south of its intersection with Barefoot Blvd., in Pensacola, Florida. The property address is the 6100 Block of Blue Angel Parkway, 32526.
OWNERSHIP:	21 st Century Marble, Inc. 1029 S. Fairfield Drive Pensacola, FL 32506
PURPOSE OF APPRAISAL:	To estimate the market value of the subject property as of a current date.
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate
DATE OF INSPECTION:	September 26, 2011
DATE OF REPORT:	September 29, 2011
ZONING:	R-6 neighborhood commercial and residential district, (cumulative) high density.
FUTURE LAND USE:	MU-U, Mixed Use Urban
LAND AREA:	24,373 SF (0.56-acres, +/-)
IMPROVEMENTS:	None
HIGHEST AND BEST USE:	Hold for future general commercial development, or for multi-family development, when market conditions improve.
<u>VALUE OPINIONS:</u>	
FINAL OPINION OF VALUE:	\$61,000



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 21st Century Marble Property/parcel #: 38-1S-31-3101-000-003/Account #: 091755650

County Administrator (or designee) - Appraisals

Appraiser (1): Brantley and Associates
 Date of appraisal: September 29, 2011
 Appraised value: \$61,000
 Received by: Judy Cantrell
 Comments: N/A

Appraiser (2): N/A _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: October 16, 2012
 Received by: Stacey Ward
 Comments: No concerns. See attached e-mail from Doyle Butler.

Date of Phase II: N/A _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: Vacant property; no inspection required.

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: Vacant property; no inspection required

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 21st Century Marble Property/parcel #: 38-1S-31-3101-000-003/Account #: 091755650

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 10/15/2012
 Received by: [Signature]
 Comments: The site does not require an EISW site assessment

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: _____

County Administrator (or designee) - Appraisals

Appraiser (1):

Date of appraisal:

Appraised value:

Received by:

Comments:

Appraisal ordered

9-22-11

Appraiser (2):

Date of appraisal:

Appraised value:

Received by:

Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I:

Received by:

Comments:

Date of Phase II:

Received by:

Comments:

Facilities Management Department - Property Inspection

Inspected by:

Date:

Comments:

Risk Management Department - Property Inspection

Inspected by:

Date:

Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by:

Date:

Comments:

RICK COLEMAN

01-22-13

Reviewed Boundary Survey.

Office of Management and Budget - Verification of Funding Source

Funding source:

Verified by:

Date:

Comments:

Fund 352 LOST III

212107 / 56101 / 56301 Project # 1120 1141

Approved 1-31-13

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by:

Date:

Comments:

[Restore Full Page Version](#)

General Information					2010 Certified Roll Assessment	
Reference:	381S313101000003				Improvements:	\$0
Account:	091755650				Land:	\$26,600
Owners:	21ST CENTURY MARBLE INC					
Mail:	1029 S FAIRFIELD DR PENSACOLA, FL 32506				Total:	\$26,600
Situs:	6100 BLUE ANGEL PKWY BLK 32526				<u>Save Our Homes:</u>	\$0
Use Code:	VACANT RESIDENTIAL				<u>Disclaimer</u>	
Taxing Authority:	COUNTY MSTU				<u>Amendment 1 Calculations</u>	
Tax Inquiry:	<u>Open Tax Inquiry Window</u>					
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector						
Sales Data					2010 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None
09/14/2009	6570	1479	\$15,200	QC	<u>View Instr</u>	
04/1999	4391	383	\$1,000	QC	<u>View Instr</u>	
02/1999	4379	116	\$310,800	WD	<u>View Instr</u>	
06/1988	2565	639	\$100	WD	<u>View Instr</u>	
01/1911	1160	893	\$22,200	WD	<u>View Instr</u>	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					Legal Description	BEG AT SE COR OF SW 1/4 OF SEC N 0 DEG 1 MIN 56 SEC W ALG E LI OF SW 1/4 1327 38/ 100 FT TO NE COR OF SE 1/4...
					Extra Features	None

Parcel Information

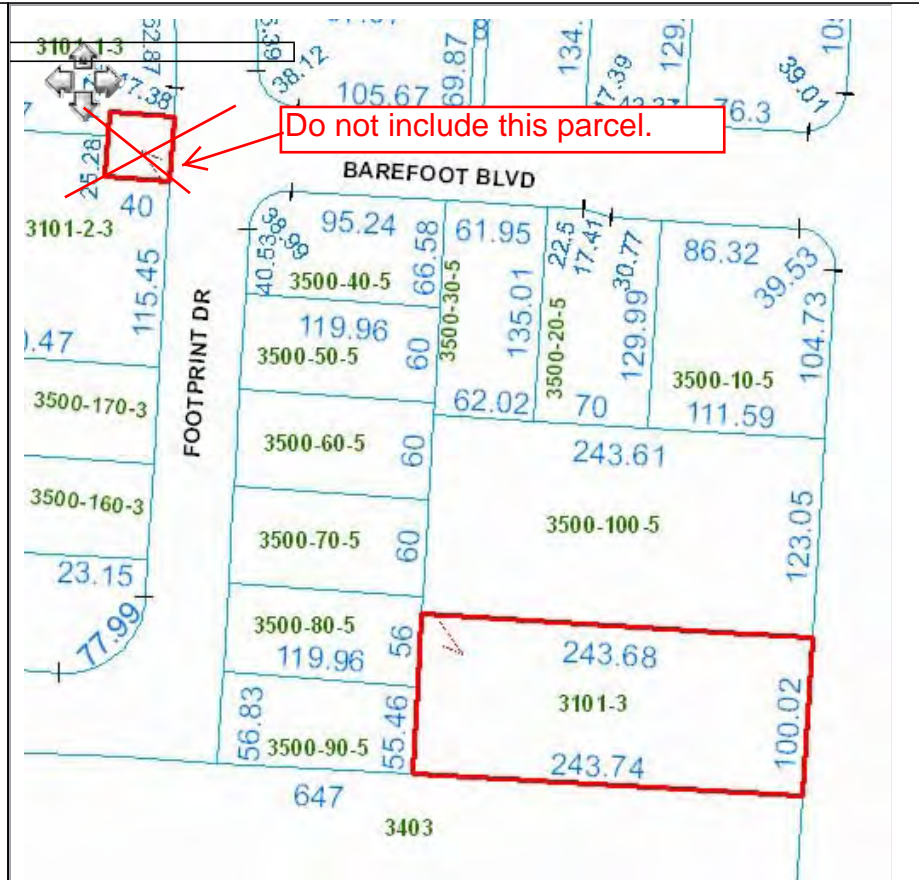
Restore Map

[Get Map Image](#) [Launch Interactive Map](#)

Section Map
Id:
[38-1S-31-2](#)

**Approx.
Acreage:**
0.5800

Zoned:
R-6



ACQUISITION OF PROPERTY FOR BAREFOOT ESTATES DRAINAGE



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
SSW 10/2/12 DISTRICT 1



21ST CENTURY MARBLE PROPERTY / PARCEL 38-1S-31-3101-000-003
APPROXIMATELY 0.58 ACRES



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3873

County Administrator's Report 12. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Resolutions Regarding the Bridge on the West Fork of Boggy Creek #480106, Brushy Creek Bridge #484007, and an Unnamed Branch Bridge #484036

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action concerning three Resolutions reaffirming three Off-System Project Agreements between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of the Bridge on the West Fork of Boggy Creek on CR 97A (#480106), Brushy Creek Bridge on Pineville Road (#484007), and an Unnamed Branch Bridge on Becks Lake Road (#484036):

A. Adopt the three Resolutions reaffirming approval of the Off-System Project Agreements between FDOT and Escambia County, related to the replacement and maintenance of the Bridge on the West Fork of Boggy Creek on CR 97A (#480106), Brushy Creek Bridge on Pineville Road (#484007), and an Unnamed Branch Bridge on Becks Lake Road (#484036), which were executed by the Chairman of the Board on October 18, 2012, executed by FDOT on November 7, 2012, and recorded in the Clerk's Official Records on December 11, 2012; and

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

Three Off-System Agreements executed by the Chairman of the Board on October 18, 2012, and by FDOT on November 7, 2012, and recorded in the Clerk's Official Records on December 11, 2012, were processed without adoption of Resolutions. FDOT has requested the Board's adoption of the Resolutions.

BACKGROUND:

Three Off-System Agreements executed by the Chairman of the Board on October 18, 2012, and by FDOT on November 7, 2012, and recorded in the Clerk's Official Records on December 11, 2012, were processed without adoption of Resolutions. FDOT has requested the Board's adoption of the Resolutions.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Assistant County Attorney, prepared the Resolutions.

PERSONNEL:

There is no impact to County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's execution the documents will be forwarded to the Clerk to the Board for recording.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Oct 18 2012 Minutes

Oct 18 2012 Recommendation

Resolution - Brushy Creek Bridge

Resolution - Becks Lake Bridge

Resolution - W Fork Boggy Creek Bridge

Brushy Creek Bridge

Becks Lake Bridge

Boggy Creek Bridge

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-27. Approval of Various Consent Agenda Items – Continued

3. Taking the following action concerning three Off System Project Agreements between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of the west fork of Boggy Creek, Bridge No. 480106 on CR 97A; Brushy Creek Bridge, Bridge No. 484007 on Pineville Road; and an unnamed Branch Bridge, Bridge No. 484036 on Becks Lake Road; the following three bridges located in Escambia County, and not on the State Highway System, will be replaced by FDOT: Bridges No. 480106 on CR 97A; No. 484007 on Pineville Road; and No. 484036 on Becks Lake Road; according to FDOT criteria, these bridges have reached a level of deterioration to warrant replacement and are next on the list for FDOT's 5-Year Work Plan; the construction plans, referred to in the Agreements as "Exhibit A," are confidential documents protected by Florida Statutes 119.07(3)(a) – 119.07(3)(b), and are exempt from public inspection; therefore, the attachments referenced in the Agreements have been intentionally excluded; upon Board approval of the Agreements and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges (Funding Source: Fund 175, "Transportation Trust Fund," Accounts 210402/54601):
 - A. Approving the Off System Project Agreements between FDOT and Escambia County related to the replacement and maintenance of the west fork of Boggy Creek, Bridge No. 480106 on CR 97A; Brushy Creek Bridge, Bridge No. 484007 on Pineville Road; and an unnamed Branch Bridge, Bridge No. 484036 on Becks Lake Road; and
 - B. Authorizing the Chairman or Vice Chairman to execute the documents.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3139

County Administrator's Report 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: FDOT Off-System Project Agreements for West Fork of Boggy Creek Bridge #480106, Brushy Creek Bridge #484007, and an Unnamed Branch Bridge #484036

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

Organization: Public Works

CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

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

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

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

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

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

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

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE BRUSHY CREEK BRIDGE, BRIDGE NO. 484007, PURSUANT TO THE OFF SYSTEM PROJECT AGREEMENT DATED NOVEMBER 7, 2012, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, entered into that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the Brushy Creek Bridge, Bridge No. 484007 (Project), dated November 7, 2012; and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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 County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, reaffirms the Agreement approved by the Board of County Commissioners and executed by the Chairman of the Board on October 18, 2012, and executed by the Department on November 7, 2012, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if

necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____, 2013.

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]

Asst. County Attorney

Dec. 21, 2012

10/19/2012 / CAP 11-3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Brushy Creek Bridge, Bridge No. 484007, requires replacement; and

3. Brushy Creek Bridge is on Pineville Road located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 424458-1-52-01, generally described as the replacement of Bridge No. 484007 over Brushy Creek (the "PROJECT"), from Beginning MP 2.065 to End MP 2.203 on Pineville Road. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

Date: 10/19/2012 Verified By: B. Schuyler

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for

the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Public Works
 3363 West Park Place
 Pensacola, FL 32505

DEPARTMENT: FDOT Operations Engineer
 6025 Old Bagdad Highway
 Milton, FL 32583

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ESCAMBIA COUNTY, a political
subdivision of the State of Florida

James T. Barfield

By: James T. Barfield, P.E.

Title: District Secretary

Date: 11/7/12

Attest: *Jennifer Williams*

Legal Review:

Emmeline

Office of the General Counsel

Wilson B. Robertson

By: Wilson B. Robertson, Chairman

Title:

Date: October 18, 2012

Attest: *Doris Harris*

Legal Review:

Emmeline

This document approved as to form
and legal sufficiency.

By: *Schmidt*

Title: Asst. County Attorney

Date: Sept. 19, 2012

BCC Approved 10-18-2012

FPID #: 424458-1-52-01
COUNTY: Escambia

EXHIBIT A

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE UNNAMED BRANCH BRIDGE, BRIDGE NO. 484036, PURSUANT TO THE OFF SYSTEM PROJECT AGREEMENT DATED NOVEMBER 7, 2012, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, entered into that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the Unnamed Branch Bridge, Bridge No. 484036 (Project), dated November 7, 2012; and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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 County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, reaffirms the Agreement approved by the Board of County Commissioners and executed by the Chairman of the Board on October 18, 2012, and executed by the Department on November 7, 2012, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if

necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____, 2013.

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]
Asst. County Attorney
Dec. 21, 2012

10/18/2012 / CAR 11-3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Unnamed Branch Bridge, Bridge No. 484036, requires replacement; and

3. Unnamed Branch Bridge is on Becks Lake Road located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 426233-1-52-01, generally described as the replacement of Bridge No. 484036 over Unnamed Branch (the "PROJECT"), from Beginning MP 1.175 to End MP 1.369 on Becks Lake Road. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

Verified By: B. Schuyler
Date: 10/19/2012

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for

the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Public Works
3363 West Park Place
Pensacola, FL 32505

DEPARTMENT: FDOT Operations Engineer
6025 Old Bagdad Highway
Milton, FL 32583

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ESCAMBIA COUNTY, a political
subdivision of the State of Florida

By: James T. Barfield, P.E.

Title: District Secretary

Date: 11/7/12

Attest: Ernie Lee Magaha

Legal Review:

Ernie Lee Magaha
Office of the General Counsel

Wilson B. Robertson

By: Wilson B. Robertson, Chairman

Title:

Date: October 18, 2012

Attest: Ernie Lee Magaha

Legal Review:

Ernie Lee Magaha

This document approved as to form
and legal sufficiency.

By: John A. Schmitt

Title: Asst. County Attorney

Date: Sept. 19, 2012

BCC Approved 10-18-2012

FPID #: 426233-1-52-01
COUNTY: Escambia

EXHIBIT A

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE WEST FORK OF BOGGY CREEK, BRIDGE NO. 480106, PURSUANT TO THE OFF SYSTEM PROJECT AGREEMENT DATED NOVEMBER 7, 2012, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, entered into that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the west fork of Boggy Creek, Bridge No. 480106 (Project), dated November 7, 2012; and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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 County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, reaffirms the Agreement approved by the Board of County Commissioners and executed by the Chairman of the Board on October 18, 2012, and executed by the Department on November 7, 2012, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if

necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____, 2013.

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

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]
Asst. County Attorney
Dec. 21, 2012

Escambia County
Clerk's Original

10/18/2012 / CAB 11-3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. West fork of Boggy Creek, Bridge No. 480106, requires replacement; and

3. West fork of Boggy Creek is on CR 97A located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 422900-1-52-01, generally described as the replacement of Bridge No. 480106 over west fork of Boggy Creek (the "PROJECT"), from Beginning MP 1.615 to End MP 1.738 on CR 97A. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include

Verified By: B. Schung
Date: 10/19/2012

the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

a) The Parties previously entered into a Maintenance Agreement, dated October 6, 2011, regarding the maintenance responsibilities and maintenance requirements of the PROJECT ("Maintenance Agreement"). The Parties agree that the Maintenance Agreement is terminated and is superseded by this Agreement.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY:

Joy D. Blackmon, PE
3363 West Park Place
Pensacola, FL 32505

DEPARTMENT:

Kenny Rudd
1074 Hwy 90 East
Chipley, FL 32428

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: James T. Barfield, P.E.

Title: District Secretary

Date: 11/7/12

Attest: Sonny Williams

Legal Review:

Erudler

Office of the General Counsel

**ESCAMBIA COUNTY, a political
subdivision of the State of Florida**

Wilson B. Robertson

By: Wilson B. Robertson, Chairman

Title:

Date: October 18, 2012

ATTEST: Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT

Attest: Doris Harris
DEPUTY CLERK

Legal Review:

This document approved as to form
and legal sufficiency.

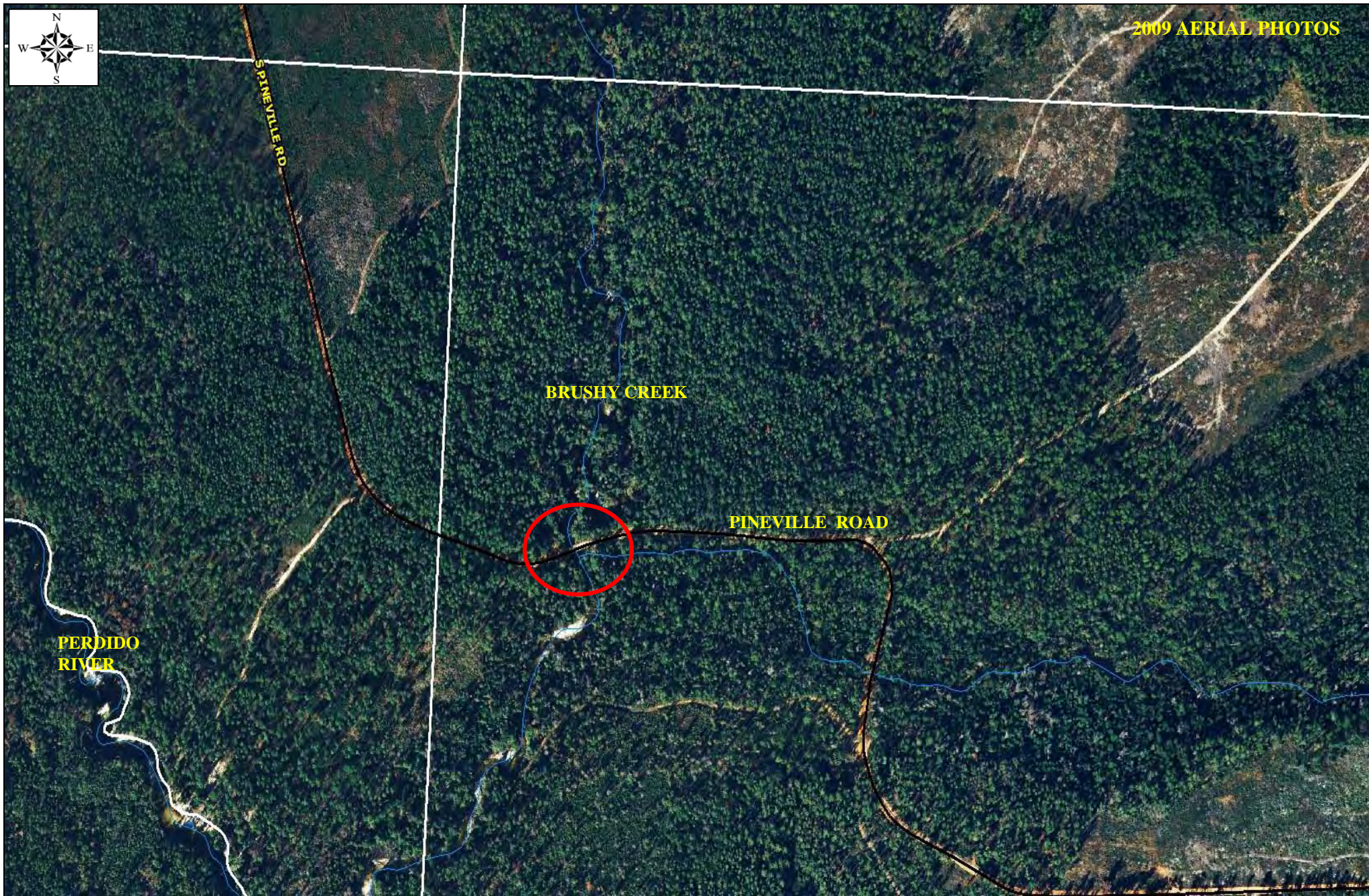
By: Schulz

Title: Asst. County Attorney

Date: Sept. 25, 2012

BCC Approved 10-18-2012

BRUSHY CREEK BRIDGE ON PINEVILLE ROAD (#484007)

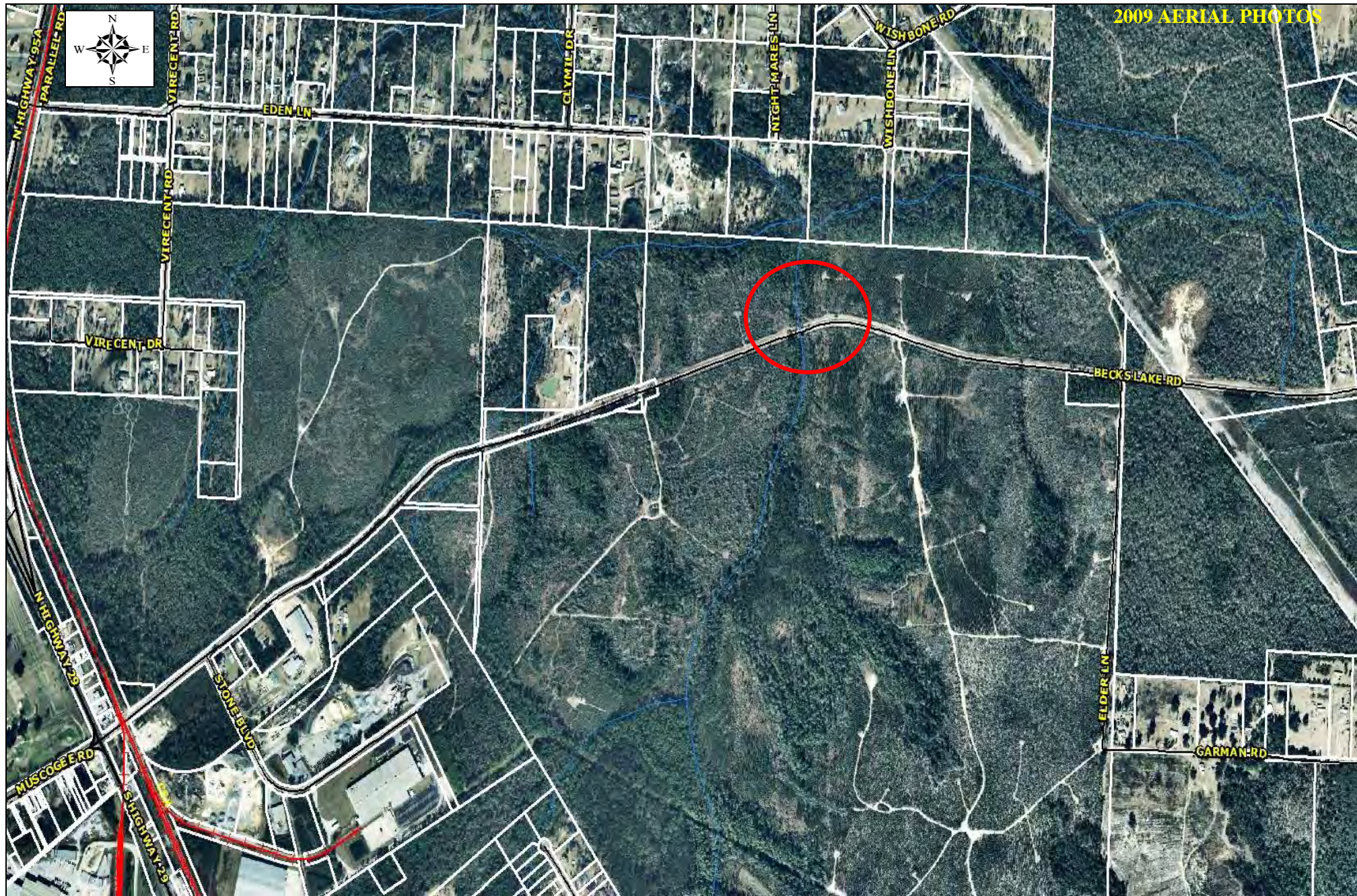


ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 02/15/13 DISTRICT 5



LOCATION OF BRIDGE PROJECT

UN-NAMED BRANCH BRIDGE ON BECK'S LAKE ROAD (# 484036)

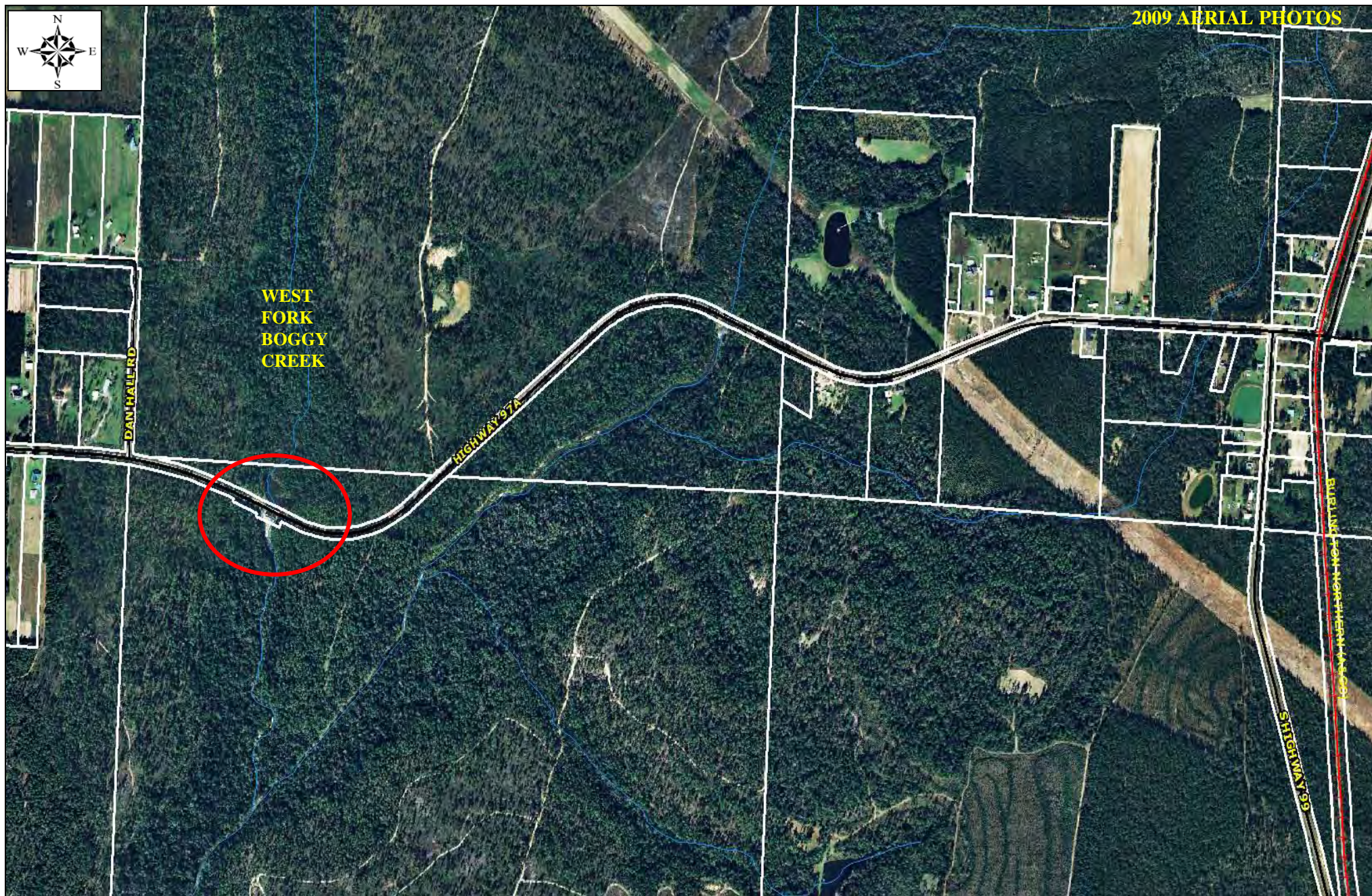


ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 02/15/13 DISTRICT 5



LOCATION OF BRIDGE PROJECT

WEST FORK BOGGY CREEK BRIDGE ON CR-97A (#480106)



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 02/15/13 DISTRICT 5



LOCATION OF BRIDGE PROJECT



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3921

County Administrator's Report 12. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Lake Stone Campground Facility Management Agreement

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks & Recreation Department Director

That the Board approve the Agreement between Escambia County Board of County Commissioners and Mervyn Leroy Simmons for the Management of the Lake Stone Campground Facility and authorize the Interim County Administrator to sign the Agreement.

[Funding Source: Fund 001, General Fund, Lake Stone Cost Center 350204 = \$10,200, paid via 12 monthly installments of \$850]

BACKGROUND:

The Lake Stone Campground is located at 801 West Highway 4 in Century, Florida. Since the inception of the Lake Stone Campground, the County has entered into an agreement for onsite caretaker/management services at the facility. Mervyn Simmons has served as the caretaker since February 2009.

BUDGETARY IMPACT:

The funding source for the Agreement is General Fund 001, Lake Stone Cost Center 350204, in the amount of \$10,200, paid via 12 monthly installments of \$850 with housing and utilities provided.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such agreements concerning County property and facilities.

IMPLEMENTATION/COORDINATION:

The Parks & Recreation Department is responsible for coordination of all aspects of the Agreement for caretaker/management services at Lake Stone Campground.

Attachments

Lake Stone

AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND MERVYN LEROY SIMMONS FOR THE MANAGEMENT OF THE LAKE STONE CAMPGROUND FACILITY

WHEREAS, Escambia County, Florida, by and through its Board of County Commissioners, operates and maintains that certain recreational property known as Lake Stone Campground for the use and benefit of the general public; and

WHEREAS, supervision is required to properly and adequately render services to the public utilizing the facilities of said property; and

WHEREAS, the duties, obligations, operation, and responsibilities for same may be performed through the employment by the County of an independent contractor.

NOW THEREFORE, this Agreement is made between Escambia County, Florida, by and through its Board of County Commissioners, as manager, hereinafter referred to as "County" and Mervyn Leroy Simmons, as an independent contractor, hereinafter referred to as a "Contractor."

WITNESSETH:

1. Contractor shall furnish labor, service, and maintenance to the area known and designated as Lake Stone Campground. This work shall consist of the hereinafter designated contractual duties:
 - A. The Contractor shall maintain the grounds of the Lake Stone Campground, carry out janitorial cleaning of the restrooms and bathhouse area at the campground, the janitorial cleaning of the restrooms at the boat ramp, the janitorial cleaning and setup of the group pavilion, and the keeping of the campground area, the bathhouse, and all restroom areas clean and free of litter.
 - B. The Contractor shall operate and maintain the concession sales on the premises. The Contractor shall sell soft drinks, snacks, fish bait, fishing tackle, and other campground related items. The Contractor shall not sell beer, wine or alcoholic beverages. All revenue derived from the sale of such concession items shall be retained by the Contractor as part of his compensation package.

- C. The Contractor shall collect user fees as established by the Board of County Commissioners and shall maintain records of the fees in accordance with Paragraph 3. All user fees shall be deposited as Escambia County revenues for the Lake Stone Campground account.
 - D. The Contractor shall adhere to and enforce all policy regulations established by the Board of County Commissioners.
 - E. The Contractor shall have an individual on the premises at all times during the regular business hours to render services to the public. The Contractor will be responsible for taking reservations, collecting fees, and assigning campsites.
 - F. The Contractor shall police the grounds for trash and debris, including the road along the north side of the lake. The Contractor also shall remove any fallen limbs and other debris from the campground area.
 - G. The Contractor shall receive annual compensation for the services to be rendered as follows:
 - 1. Housing and Utilities Provided (non-cash) \$ 1,200.00
 - 2. Annual Management Fee (cash payment) \$ 10,200.00
 Payments to be made in 12 equal installments of \$ 850.00
 - 3. 100% of all concession sales at Lake Stone Campground.
2. The County shall furnish the following items and services for the operation of Lake Stone Campground:
- A. All utility services used in the operation of the campground facilities.
 - B. All materials for the cleaning and upkeep of the bathhouse, restrooms, pavilion, and campground.
 - C. Garbage dumpster service for the campground.
 - D. Materials, equipment, and labor for any improvements and repairs on the grounds and all facilities, including the Contractor's dwelling.
 - E. A caretaker dwelling for the Contractor with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls. The contractor is responsible for insuring any and all personal belongings on the premises. The Contractor shall immediately

vacate these premises upon the expiration or termination of this Agreement.

- F. All gasoline, oils, and grease for the operation of equipment used on or about the campground.
 - G. A "golf cart" as a means of transportation for use in upkeep of the grounds around the campground.
 - H. A power mower for maintenance of the campground.
3. The Contractor shall keep in good order and to the County's standards, records of pertinent books, documents, receipts, expenditures, and other papers involving transactions relating to this Agreement or any extensions thereof so that the County's authorized representatives can regularly audit these records. The Contractor shall also keep procurement and supply records to include requisitions for materials, maintenance work orders, and equipment use and status reports.
- The authorized representatives of the County shall have access to and the right to examine, audit, excerpt and transcribe pertinent books, documents, papers, and records of the Contractor involving transactions relating to this Agreement or any extensions thereof. Such materials must be submitted to the County upon the completion of each fiscal year in which records were created. The retention time shall be calculated from the end of the fiscal year in which final entry was made in the records retained.
4. The Contractor shall provide the following coverage:
- A. Commercial general liability insurance with \$1,000,000.00 limits per occurrence/per aggregate, including coverage parts of bodily injury, broad from property damage, personal injury, and contractual liability, independent contractors, and products and completed operations.
 - B. Personal Auto Insurance with \$300,000.00 combined single limits, on all personal vehicles that will be operating on County premises.

The Board of County Commissioners and Escambia County shall be named as an "additional insured". All coverages shall be secured through an insurance carrier admitted in the State of Florida with an "A" rating and a minimum financial size category of "VII", according to the most current A.M. Best Company Key Rating Guide.

Escambia County shall be provided with said certificates of insurance which reflect the Board of County Commissioners and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates also shall reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance shall be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

5. This Agreement shall commence on the 11th day of February 2013, and shall be for a period of one (1) year ending on February 10, 2014. This agreement may be extended for an additional term of one year upon written agreement of the parties provided no less than thirty (30) days prior to the expiration date of the agreement. Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.
6. This Agreement may be terminated by either party for cause, or by the County for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination. Upon the receipt of such termination notice, the Contractor shall vacate the premises within ten (10) days as provided in Section 2.E above.

Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

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 Contractor shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Agreement. Vendor suspension or debarment proceedings brought by the County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia county Code of Ordinances, shall be grounds for immediate termination of this Agreement.

7. 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 provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Contractor seven (7) days written notice, during which period the Contractor still fails to allow access to such documents, 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 the Contractor (excluding monies owed the Contractor for subcontractor work).
8. 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.
9. The County approves the use of subcontractors by the Contractor. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractor or other associates in connection with services

covered by this Agreement, the Contractor must secure the prior written approval of the County for employment of such subcontractors. Workers' compensation insurance will be required if the Contractor hires employees such that worker's compensation insurance is required by the State of Florida.

10. 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.
11. **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 any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent 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.

Indemnification: The Contractor and the County agree the first one hundred (\$100.00) dollars of this Agreement's compensation paid by the County to the Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Contractor's acceptance and execution of the Agreement. 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 Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

12. It is recognized that questions in the day-to-day conduct of the Agreement will arise. The Contract Administrator, upon request by the Contractor, shall designate and shall advise the Contractor in writing, persons to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed.

The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Agreement shall be addressed.

13. 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.

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.

14. The signing of the 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. All such contract

adjustments shall be made within one (1) year following the end of this Agreement.

15. Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to any 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 Agreement, and the Contractor agrees to abide with such statutes.
16. 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 Contractor now has or will have. Said disclosure shall be made by the Contractor, 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 Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.
17. All other provisions, by their inherent character, sense, and contexts are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
18. 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.
19. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons

succeeding to their respective functions and capacities.

- a. If the 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 the 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.
20. 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.
21. 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.
22. 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 the design, construction, or installation of 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.
23. The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
24. 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 of relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Contractor, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
George Touart, County Administrator

Date: _____

WITNESS: _____

WITNESS: _____

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: 2/15/13

CONTRACTOR:
MERVYN LEROY SIMMONS, a sole proprietor authorized to transact business in the State of Florida.

By: Mervyn L. Simmons

Date: 2-14-13

WITNESS: Michael R. De

WITNESS: Johnson



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3899

County Administrator's Report 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 02/21/2013

Issue: Appointments to the West Florida Public Library Board of Governance

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the West Florida Public Library Board of Governance - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board appoint to the West Florida Public Library Board of Governance (Library Board of Governance), from the following list of ten applicants, two individuals to serve for an initial three-year term, effective March 1, 2013, through April 30, 2016, and one individual to serve for an initial two-year term, effective March 1, 2013, through April 30, 2015:

- A. Alexa Canady-Davis, M.D.;
- B. David J. Bryant;
- C. Frances Yeo;
- D. Grant Erbach;
- E. Joe Vinson;
- F. Lynne C. Tobin;
- G. Rodney P. Guttmann, Ph.D.;
- H. Rodney L. Kendig;
- I. Steve Marvin; and
- J. Tristessa C. Osborne.*

*Ineligible for appointment as a non-resident of Escambia County, Section 1-20(c)(1), Escambia County Code of Ordinances

BACKGROUND:

The Library Board of Governance was established to oversee the management of the West Florida Public Library System and to make recommendations to the Escambia County Board of County Commissioners regarding the library annual budget.

The Library Board of Governance will be composed of five voting members – three members appointed by the Board of County Commissioners, one member appointed by the Pensacola City Council, and one member appointed by the Mayor of Pensacola.

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

Resolution R2013-17, Recommendation, and Library Board of Governance Applications

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: *D. Davis*

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
Gene M. Valentino, Chairman

BCC Approved: 01-22-2013

ATTEST: Pam Childers
Clerk of Circuit Court



Doris Harris
Deputy Clerk

Date Executed

1-23-2013

This document approved as to form
and legal sufficiency

By [Signature]
Title HCA
Date 1/9/13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Special BCC Meeting

7.

Meeting Date: 01/22/2013

Issue: Library Governance and Transition

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

A handwritten signature in black ink, appearing to read "George Touart", is written over a horizontal line.

Information

RECOMMENDATION:

Recommendation Concerning the Library Governance and Transition - George Touart, Interim County Administrator

That the Board take the following action concerning the Library Governance and Transition:

A. Adopt and authorize the Chairman to sign the 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; and

B. Authorize staff to collect Resumes from citizens interested in becoming County appointees to the West Florida Public Library Board of Governance. These Resumes will be presented to the County Commission for selection at the first regular Board of County Commissioners' Meeting in March 2013.

BACKGROUND:

On November 15, 2012 County Commission directed staff to negotiate the terms of a governing board for the library system. This recommendation asks the County Commission to adopt a resolution establishing this Library Board of Governance. This Board will be established with 5 members serving staggered 2 year terms. The County Commission will appoint 3 of these members, the City Council will appoint 1, and the Mayor will appoint 1.

This recommendation also asks the County Commission to direct staff to collect resumes from citizens interested in becoming County appointees. This list of potential candidates will be given to the Commissioners; so they may select the appointees at their regular meeting on March 7, 2013.

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

Library Governance & Transition

Library Board of Governance Resolution

List of Library Board of Governance Applicants

1. Alexa Canady-Davis, M.D.
2. David J. Bryant
3. Frances Yeo
4. Grant Erbach
5. Joe Vinson
6. Lynne C. Tobin
7. Rodney P. Guttman, Ph.D.
8. Rodney L. Kendig
9. Steve Marvin
10. Tristessa C. Osborne*

*Ineligible for appointment as a non-resident of Escambia County, Section 1-20(c)(1), Escambia County Code of Ordinances

West Florida Public Library System

Library Board of Governance Member Search Application

By completing this form you are applying to serve on behalf of Escambia County on the Library Board of Governance.
(If the space provided to answer the questions is not sufficient, please feel free to use additional sheets of paper.)

1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.

① Library advisory board
② Worked as Chairman of newsstand department managing people and finances

2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions).

- Delta Sigma Delta Public Service Society
- Belmont-Re Villiers Neighborhood Assoc. officer
- Delta Academy - middle school heavy program
- Federal Food and Drug Administration (FDA)
Chairman of Neurological Devices Panel

3. Please explain why you are interested in becoming a library trustee.

- member of Medical Advisory Committee hydrocephalus
Associate (NATIONAL)
- co-chairman of Science Board Evaluation of the Center in Device Research in the FDA

4. Please discuss briefly the goals and direction that should be important to this Board.

- It is critical to the future of the library system that this transition to governing board proceed smoothly and that the community in all its segments both geographically and demographically feel ownership and responsibility in the

5. Please identify one thing you think the library currently does very well.

Over the last 10 yrs slow but important in library system and access to library's content, holding responsibility to are Center Branches

6. Please identify one thing that could be done to make library service even better is.

Evening the community to support it
Improved technological services on new basic computer access
I am thinking a system in access to Ebooks that is seamless and affordable
Increase the role of the library as a place for quality new exposures to people and new activities

Human Resources Department Escambia County

850-595-3000

221 Palafox, Suite 200, Pensacola, FL 32533

TGTurner@myescambia.com

ALEXA CANADY-DAVIS, M.D.

6064 Forest Green Road
Pensacola, Florida 32505
Phone (850) 4777091
E-mail:alexacanady@aol.com



**Attn: Library Board of Governance Member Search
Escambia County Human Resources Department
221 Palafox Place, Suite 200
Pensacola, FL 32502**

TGTurner@myescambia.com

To whom it may concern:

I am very interested in being considered for a position on the Library Board of Governance. I have been a member of the West Florida Regional Library Advisory Board and have been very actively involved in the library system as a client as well as a person interested in general policy and the transformation occurring in our nations libraries.

I have attached a Brief Biographical Sketch and have provided also a complete CV. I would be happy to meet with the search committee to give them an opportunity to meet explore my views and meet me in person.

Again, I would appreciate your consideration.

Yours truly,

Alexa Canady M.D.

Brief Biographical Sketch

Alexa Canady

Date of Birth: November 7, 1950

Place of Birth: Lansing, Michigan

Education: University of Michigan BS in Zoology 1971

University of Michigan MD, cum laude 1975

Residency Training: Yale-New Haven Hospital, Surgery Internship 1975-1976

Neurosurgery Residency, University of Minnesota 1975-1981

Fellowship in Pediatric Neurosurgery, Children's Hospital of

Philadelphia, University of Pennsylvania 1981-1982

Teaching Appointments: Instructor in Neurosurgery University of Pennsylvania

Assistant Professor, Associate Professor and then Full Professor of
Neurosurgery at Wayne State University 1983-2001

Peter Scotanus Professor of Pediatric Neurosurgery at Wayne State
until 2001

Professor of Pediatrics (Neurosurgery) Florida State University
2004-20012

Neurosurgeon Sacred Heart Hospital 2004-2012

Administrative Positions:

Chief of Neurosurgery Children's Hospital of Michigan 1986-2001

Vice Chairman Department of Neurosurgery Wayne State

Acting Chairman Department of Neurosurgery 2001

Honorary Degrees: University of Detroit-Mercy, Marygrove College, Central Michigan

University, University of Southwestern Connecticut, University of
West Florida

National Positions: Chairman of the Neurological Devices Panel of the Food and Drug
Administration

Co-Chairman of the Science Board Evaluation of the Center for
Device Research for the Food and Drug Administration

Member of the Medical Advisory Board for the Hydrocephalus
Association

Board Memberships: National Medical Fellowship

Children's Hospital of Michigan

Wayne State University Board of Visitors

Publications: More than 100

Presentations: More than 50

Featured in: 1. I Dream a World by Brian Lanker

2. National Library of Medicine Exhibit: Changing the Face of

3. Heart of a Lion, Hands of a Women

Local Community Positions:

1. Second Term of West Florida Regional Library Advisory Board

2. Treasurer of Belmont-Devilliers Neighborhood Association since 2005

3. Co Chairman of Delta Sigma Theta Sorority Middle School Mentoring
group, Delta Academy

CURRICULUM VITAE

Alexa Irene Canady, M.D.

DATE AND PLACE OF BIRTH:

November 7, 1950; Lansing, Michigan

MARITAL STATUS:

Married - George Davis

EDUCATION:

B. S., Zoology, 5/71
University of Michigan
Ann Arbor, Michigan

M. D. (Cum Laude), 8/71-6/75
University of Michigan
Ann Arbor, Michigan

GRADUATE EDUCATION:

Surgical Internship, 7/1/75-6/30/76
Yale-New Haven Hospital

Neurosurgery Resident, 7/1/76-6/30/81
University of Minnesota Hospitals

FELLOWSHIP:

Pediatric Neurosurgery, 7/1/81-6/30/82
Children's Hospital of Philadelphia

BOARD CERTIFICATION: The American Board of Pediatric Neurosurgery
The American Board of Neurological Surgery,
May 1984.

TEACHING APPOINTMENTS:

Clinical Professor, Department of Clinical
Sciences, Division of Pediatrics (Pediatric
Neurosurgery)
Florida State University College of Medicine 2007
to present

Peter Schotanus
Professor of Pediatric Neurosurgery

Wayne State University School of Medicine 1998-2001

Vice Chairman
Department of Neurosurgery
Wayne State University School of Medicine, 1991

Professor
Wayne State University School of Medicine,
1997-2001

Associate Professor
Wayne State University School of Medicine,
1988-2001

Chief of Neurosurgery
Children's Hospital of Michigan, 1987-2001

Assistant Director, Neurosurgery
Children's Hospital of Michigan, 1986-1987

Wayne State University School of Medicine, 1985
Instructor, Neurosurgery

Attending Physician
Children's Hospital of Michigan April 1983-2001

Henry Ford Hospital, 9/1/82-3/31/83
Instructor, Neurosurgery

University of Pennsylvania, 1981-1982
Instructor, Neurosurgery

LICENSE NUMBERS:

Florida 2003, ME 86640
Michigan, 1982, #44753
Minnesota, 1976, #02324

GRANTS RECEIVED:

American Cancer Society, Institutional Grant,
1979

Minnesota Medical Foundation, 1979

American Cancer Society Clinical Fellowship,
1981-1982

Wideman Foundation, Early Intervention
Treatment and Follow-up of Infants with Post-
hemorrhagic Hydrocephalus, 1984-1985

Neuropsychological Recovery and Family
Adaptation to CHI, Children's Hospital of
Michigan, 1987-1988

Hydrocephalus Induced Endocrinopathies:
Morphologic Correlates, 1989, Children's
Hospital of Michigan, \$25,000

Hydrocephalus Induced Endocrinopathies:
Morphologic Correlates, 1991, Children's
Hospital of Michigan, \$25,000

HONORARY DEGREE:

Doctor of Humane Letters
Marygrove College, May, 1994

Doctor of Humane Letters
University of Detroit-Mercy, June, 1997

Doctor of Science
Central Michigan University, May, 1999

Doctor of Science
University of Southern Connecticut, 1999

Doctor of Science
University of West Florida, December 2006

HONORS AND AWARDS:

Alpha Omega Alpha Honorary Society, 1974

Citation, Women's Medical Association, 1975

Outstanding Young Woman in America, 1977

Teacher of the Year, Children's Hospital of
Michigan, 1984

Top 100 Business & Professional
Women of America Award, 1985

Woman of the Year Award through the
Detroit Club of National Association of
Negro Business & Professional
Women's Club Inc., April, 1986

Candace Award through National Coalition of
100 Black Women, New York, June, 1986

Golden Heritage Award, August 1989

Michigan Woman's Hall of Fame, Oct. 1989

Outstanding Clinical Faculty Award from the
class of 1989

Leonard F. Sain Esteemed Alumni Award,
September, 1990, University of Michigan

Distinguished Alumni Award, Everett High
School

American Medical Women's Association
President's Award, November, 1993

Variety Heart Award for Medical, Science and
Technology, Variety Club, May, 1994

Distinguished Service Award, Wayne State
University Medical School, June 2, 1994

Shining Star Award, Colgate-Palmolive
Company/Starlight Foundation, June 30, 1994

Golden Apple Award, Roeper School
epitomizing the Roeper philosophy, March
10, 1995

Athena Award, The Alumni Association of the
University of Michigan, June, 1995

American-Michigan "Living the Dream",
featured in exhibit entitled "The History of
Featured in National Library of Medicine
Exhibition "Changing the Face of Medicine:
The Rise of America's Women Physicians;
September, 2003

Chair's Recognition Award from the Florida Board of Medicine
December, 2005

Golden Apple Faculty Teaching Award presented by University of Florida
Pediatric Residents at Sacred Heart Hospital in Pensacola, Florida June 23, 2004.

African-American Physicians". Honored
citizen for playing significant role in
improving the quality of life in
metropolitan Detroit

Humanitarian of the Year Award, 24th
Annual March of Dimes Sweetheart
Ball, March 16, 1996

Women of Achievement and Courage
Award, The Michigan Women's
Foundations Benefit Dinner, May, 1996

Alternatives for Girls Role Model, 1997

CATCH Hall of Fame Award, 1998

Carnival of Hope Award, Epilepsy
Foundation of Michigan, April, 1999

Legacy Award Brain Injury Association
of Michigan, 2000

Michiganian of the Year, Detroit
News, May 18, 2002.

Heroes for Health, Good
Housekeeping and General Electric,
December, 2002

Feature in Brian Lanker's, I Dream
A World

Lifetime Achievement Award, Association of Black Women Physicians
Los Angeles, California October 13, 2007

OPEN AFFILIATIONS:

Delta Sigma Theta Sorority, Inc.

MEMBERSHIPS AND OFFICES IN PROFESSIONAL SOCIETIES:

American College of Surgeons

American Association of Neurological
Surgeons

Congress of Neurological Surgeons

Wayne County Medical Society
Ethics Committee
Public Affairs Committee
Law Committee

American Medical Association

Southeastern Michigan Surgical
Society, Secretary, 1986-1987

Charles Green Neurosurgical Society

National Medical Association Detroit
Medical Society

Pediatric Oncology Group

Society of Critical Care Medicine

William D. Peyton Society,
July 6, 1985

Michigan State Medical Society

Neurological Society of America

Child Abuse and Neglect Community
September, 1986

University of Michigan Medical Center -
Alumni Society

Institute for American Business
Board of Directors, 1986-1988

American Society of Pediatric
Neurosurgery

Michigan Association of Neurological
Surgeons, Secretary 1992-1993

Michigan Association of Neurological
Surgeons Vice-president, 1994-1995

Society of Neurological Surgeons, 1995

Michigan Association of Neurological
Surgeons President, 1996
National Medical Fellowship Board

NATIONAL BOARDS:

National Medical Fellowship Board
1996 to Present

Medical Advisory Board –
Hydrocephalus Association,
1997 - Present

Member and then Chairman of the FDA
Neurological Devices Panel, 1998-2000

Co-Chair of FDA Center for Devices and
Regulatory Health External Science Review
June 2001-November 2001

Consultant to the CDRH of the FDA 1997-
present

Ph.D. COMMITTEE:

Jacques Donders, University of Windsor,
Department of Psychology, 1988, "Psychological
Sequela of Infantile Hydrocephalus"

CONSULTANT:

Neurological Devices Panel of the Medical
Devices Advisory Committee, Consultant,
to Food and Drug Administration,
2/5/95-present

HOSPITAL COMMITTEE:

Surgical Committee
Children's Hospital of Michigan, 1987 - Present
Chairman, Operating Room Subcommittee of
Surgical Committee - Children's Hosp of MI,
1992 - Present
Intensive Care Unit Committee
Children's Hospital of Michigan, 1992 - 2001
Medical Record Committee
Children's Hospital of Michigan, 1984 - 2001
Medical Executive Committee
Children's Hospital of Michigan, 1987 - 2001
Board of Trustees
Children's Hospital of Michigan 1997 - 2001
Medical Staff Operations Committee
Children's Hospital of Michigan
Development Committee
Children's Hospital of Michigan, 1998-2001
Futile Care-Patients at Risk Committee
Children's Hospital of Michigan, 1997-2001

Pediatric Clinical Services Board 2001
Children's Hospital of Michigan

Ronald McDonald House, Detroit Board of
Directors, Children's Hospital of Michigan, 1998-
2001

Pediatric Surgical Site Committee Sacred Heart
Hospital 2008-present

Tumor Board Nemours System 2008-present

UNIVERSITY COMMITTEE:

Internal Review Committee for the
Department of Anatomy, 1988

Search Committee for the
Department of Neurosurgery, 1989

Internal Review Committee for the
Department of Neurology, 1991-1992

125th Anniversary Celebration Committee,
1992

Search Committee for the
Department of Ophthalmology, 1992-1993

Internal Review Committee for the
Department of Pediatrics, 1993

Internal Review Committee for the
Department of Neurosurgery, Chairman, 1994

Governance/Nominating Committee

WSU Board of Visitors

Internal Review Committee for the
Department of Neurosurgery, 1999

VISITING PROFESSOR:

Medical College of South Carolina,
February, 1990

Howard University Hospital, Washington, D.C.,
May, 1997

University of Mississippi, Jackson, Mississippi
April, 1999

University of Michigan Department of Pediatrics,
Ann Arbor Michigan, Feb 14, 2004

The Earl Lester Cole Honors College Endowed
Professorship, Grambling State University,
Grambling, Louisiana April 18, 2007

Yale University, Calhoun College, March 2008

Indiana University School of Medicine, January
2009

University of California, Riverside, February 2009

The Claremont Colleges, September ,2010

CIVIC ACTIVITIES;

West Florida Regional Library Board of Trustees
Term: August 16, 2007 through present

Belmont-DeVilliers Neighborhood Association
2002 through present, Treasurer 2004-present

EDITORIAL BOARD:

Synopsis: A Current Survey of World Literature in
Pediatrics for the Third World

PATENT:

Programmable anti- siphon shunt system
Inventors: Sandeep Sood, Alexa I. Canady and
Steven D. Ham
Assignee: Wayne State University

SCIENTIFIC PRESENTATIONS:

1. Canady A: Morbidity of Cerebellar Stimulator Placement, American Association of Cerebral Palsy and Developmental Medicine, Detroit, Michigan, October 17, 1981.
2. Canady A: Cerebral Steal in Vein of Galen Aneurysms, International Society of Pediatric Neurosurgery, Philadelphia, Pennsylvania, September 13, 1982.

3. Canady A: Meningiomas, National Medical Association, San Francisco, California, July 18, 1982.
4. Canady A: Meningiomas in Childhood, Invited Lecturer, Grand Rounds, St. Christopher's Children's Hospital, Philadelphia, Pennsylvania, December, 1981.
5. Canady A: Brain Death From a Neurosurgical Prospective, Transplantation Society of Michigan Second annual Transplantation Symposium and Donor Nephrectomy Workshop, Cleveland, Ohio, September 21, 1983.
6. Canady A: Shunt Infection, National Medical Association, Chicago, Illinois, August 1, 1983.
7. Canady A: Hydrocephalus, Invited Lecturer, Grand Rounds, Wayne State University, Detroit, Michigan, September 2, 1983.
8. Canady A: Pediatric Stroke, American Heart Association, Anaheim, California, November 16, 1983.
9. Canady A: Neuropsychologic Effects of Superficial Temporal Artery-to-Middle Cerebral Artery Bypass Surgery in a Case of Moya-Moya, International Neuropsychological Society, Houston, Texas, February, 1984.
10. Canady A: Neural Tube Effects, Invited Lecturer, Henry Ford Hospital, Detroit, Michigan, January 30, 1984.
11. Canady A: Intellectual Outcome in Myelomeningocele, Invited Lecturer, Western Michigan Neurological Society, Grand Rapids, Michigan, February 13, 1984.
12. Canady A: Pediatric Head Trauma, Wayne State University, Detroit, Michigan, April 12, 1984.
13. Canady A: The Changing Approach to Craniosynostosis, 10th Congress of the International Association of Maxillo-facial Surgery, April 13, 1984.
14. Canady A: Speech and Language in Determining Operative Approaches in Neurosurgery, National Black Association for Speech, Language, and Hearing Annual Convention, Detroit, Michigan, April 26, 1984.
15. Canady A: CT Scanning and Shunt Malfunction Can Be Misleading, Michigan Association of Neurological Surgeons, Grand Rapids, Michigan, June 23, 1984.

16. Canady A: The Use of Barbiturates in Head Injured Children, National Medical Association 89th Annual Convention and Scientific Assembly, Montreal, Canada, July 30, 1984.
17. Canady A: Monitoring and Evaluation of a Brain Injured Patient, Pediatric Critical Care Conference, Children's Hospital of Michigan, Detroit, Michigan, September 14, 1984.
18. Canady A: Delayed Affects of Arnold-Chiari Malformation in Children, Michigan Association of Neurological Surgeons, June 22, 1985, Glen Arbor, Michigan.
19. Canady A: Outpatient Metrizimide Studies in Children, Fourteenth Annual Meeting, Pediatric Section, American Association of Neurological Surgeons, December 4-6, 1985, Houston, Texas.
20. Canady A: Closed Head Injury and Their Indication for Admission, William Beaumont Hospital, Pediatric Grand Rounds, February, 1986.
21. Canady A: Neural Tube Defects-Hydrocephalus, lecture given at Hutzel Hospital, February 28, 1986.
22. Canady A: Implications of Neurologic Trauma on Children's Speech & Language, presented at the Michigan Speech, Language, Hearing Association Annual Conference, Battle Creek, Michigan, March 15, 1986.
23. Canady A: Closed Head Injury and Their Indications for Admission, William Beaumont Hospital, Royal Oak, Grand Rounds, March 18, 1986.
24. Canady A: Life Threatening Neurosurgical Conditions, presented at the Pediatric Advanced Life Support Course, sponsored by Children's Hospital of Michigan in collaboration with the American Heart Association of Michigan, co-sponsored by Wayne State University School of Medicine, April, 1986.
25. Canady A: Hydrocephalus, Macrocephaly, Malformation of the Brain & Spinal Cord, presented to the Neonatal Nurse Clinicians, Sinai Hospital, November, 1986.
26. Canady A: Some Comments on Skull Growth After Craniofacial Repair, presented at the Pediatric Section of the American Association of Neurological Surgeons, 15th Annual Meeting of the Pediatric Section 12/3-5, 1996, Pittsburgh, Pennsylvania.

27. Canady A: Everything You Always Wanted to Know About Shunts, lecture given at the Daily Guest Lecture Series of Flint Osteopathic Hospital, February, 1987.
28. Canady A. Epidural Abscess, lecture given at Mt. Carmel Mercy Hospital, Grand Rounds, February, 1987.
29. Canady A: Speech & Language Consideration in Neurosurgery, presentation t the Pro-seminar Series, Michigan State University Department of Audiology Speech Sciences, March, 1987.
30. Canady A: Special Children, Special Needs a Medical Perspective, lecture given at the Special Children' Special Needs Conference through Children's hospital of Michigan, March, 1987.
31. Sarnaik A, Canady A: Intracranial Pressure (ICP) and Cerebral Perfusion Pressure (CPP) in Penetrating Gunshot Wounds (GSW) in Children, presented at the National Conference on Pediatric Trauma, Boston, Massachusetts, September, 1987.
32. Ham S, Canady A: Hydrocephalus: Complicating Tuberculosis in Children, presented at the 16th meeting of the Pediatric Section of the American Association of Neurological Surgeons, December 8-11, 1987, The Palmer House, Chicago, Illinois.
33. Krauss B, Zador I, Canady A, Drugan A, Quigg, MH, Sach, A, Evans, M: End "the Moratorium" on in-utero Ventricular Shunts, Society of Perinatal Obstetricians, February 4-7, 1988, Las Vegas, Nevada.
34. Valentine C, Canady A, Zakalik K, Nigro M, Gupta R, Levin J: Successful Limited Resection of Frontal Lobe Epileptic Foci in Pediatric Patients resenting with Status Epilepticus, International Pediatric Epilepsy Surgery Symposium, Miami, Florida, March 1988.
35. Canady A: Cerebrospinal Fluid Protein and Ventriculoperitoneal Shunts for Post-hemorrhagic Hydrocephalus, Society for Pediatric Research, May, 1988, Washington, DC.
36. Canady A: Neuro Behavioral Sequelae to Traumatic Brain Insult in Children, Pediatric Section of American Association of Neurological Surgeons, December 6-8, 1988, the Camelback Inn, Scottsdale, Arizona.
37. Canady A: Prospective Evaluation of Outcome of Neonatal Post-hemorrhagic Ventriculomegaly and Determination of Best Predictors of good Outcome, Pediatric Section of American Association of Neurological Surgeons, December 6-8, 1988, The Camelback Inn, Scottsdale, Arizona.

38. Valentine C, Canady A, Zakalik K, Nigro M, Gupta R, Levin J: Successful Limited Resection of Frontal Lobe Epileptic Foci in Pediatric Patients Presenting with Status Epilepticus, International Pediatric Epilepsy Surgery Symposium, Miami, Florida, March, 1988.
39. Canady A: Pediatric Head Injuries, Emergency Department faculty and residents, Children's Hospital of Michigan, March 2, 1989.
40. Canady A: Indications for Dorsal Rhizotomy in Cerebral Palsy, Clinic Days for Orthopaedic's, April 3, 1989.
41. Freyer D, Canady A: Operation of a Multidisciplinary Pediatric Neuro-oncology Clinic (NOC), International Pediatric Neuro-oncology Symposium, The Premier Session, June 1-3, 1989, Seattle, Washington.
42. Canady A, Zakalik K, Ham S: Brain Tumors Presenting as Meningitis, International Symposium on Pediatric Neuro-oncology, June, 1989, Seattle, Washington.
43. Canady A: Assessment and Management of Head Trauma, Emergency Medicine Conference, Children's Hospital of Michigan.
44. Canady A: Initial Management of Pediatric Head Injury, Keynote Speaker for Bronson Hospital, Kalamazoo, Michigan, November 3, 1989.
45. Valentine C, Kuhns L, Rothermel R, Towbin R, Canady A, Nigro M, Westerman R: Functional HM-PAO Spect Scanning in Refractory Epileptic Patients, The Second Cleveland Clinic International Epilepsy Symposium on Surgery of Epilepsy, June 19-23, 1990, Cleveland, Ohio.
46. Canady A: Life Threatening Neurosurgical Conditions, Flint Osteopathic Hospital, November 9, 1989.
47. Canady A: Review of Neuroanatomy, Physical Therapy, Occupational Therapy and Recreational Therapy, Children's Hospital of Michigan, December 1, 1989.
48. Canady A: Pediatric Emergencies and Trauma, Northfield Hilton, PGH, September 20, 1989.
49. Canady A: Evaluating the Head Trauma Victim, U.S. Department of the Navy, U.S. Naval Hospital, Guam.
50. Aronson D, Kahn R, Canady A: Cervical Spine Instability Following Suboccipital Decompression and Cervical Laminectomy for Arnold Chiari

Syndrome, presented at the Section on Pediatric Neurosurgery, AANS, Washington DC, November, 1989.

51. Slovis T, Canady A, Touchette A: Transcranial Sonography Through the Burr Hole for Detection of Ventriculomegaly, 34th Annual Convention, American Institute of Ultrasound in Medicine, March 4-7, 1990.
52. Johnson R, Ham SD, Canady AI, Mitchell JA: The Occurrence and Organization of Supraependymal Neuronal Elements on the Medial and Lateral Walls of the Lateral Ventricles of the Hamster, American Association of Anatomists, April 22-26, 1990, Philadelphia, Pennsylvania.
53. Gerras GG, Ham SD, Canady AI, Mitchell JA: The Effects of Kaolin-Induced Hydrocephalus on the Ependyma of the Lateral Ventricles of the Hamster, American Association of Anatomists, April 22-26, 1990, Philadelphia, Pennsylvania.
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55. Ham SD, Canady AI, Johnson R, Mitchell JA: Hydrocephalus Results in Persistent Disruption of the Estrous, Society for Neuroscience, October 28-November 2, 1990, St. Louis, Missouri.
56. Donders J, Rourke BP, Canady AI: Medical History and Psychometric Intelligence in Hydrocephalic Children, presented at the eighteenth Annual Meeting of the International Neuropsychological Society in Kissimmee, Florida.
57. Canady AI: Difficulties in Assessing Shunt Function, Congress of Neurological Surgeons, October 28, 1991.
58. Canady AI: Predictive Value of Glasgow Coma Score in Childhood Head Injury, Michigan Association of Neurological Surgeons, Shanty Creek Resort, Bellaire, Michigan, June 7-9, 1991.
59. Canady AI, Lieh-Lai M: Traumatic Brain Injury in Children - Limitations of the Glasgow Coma Scale in Predicting Outcome, 1991 Annual Meeting, San Destin, Florida.
60. Canady AI, Lieh-Lai M, Moylan PM, Sarnaik AP: Limitations of the Glasgow Coma Scale in Predicting Outcome in Children with Traumatic Brain Injury, American Association of Neurological Surgeons, Pediatric Section, Four Seasons Hotel, Boston, MA, December 3-6, 1991.

61. Canady AI, Lieh-Lai M, Moylan PM, Sarnaik AP: Limitations of the Glasgow Coma Scale in Predicting Outcome in Children with Traumatic Brain Injury, International Society of Pediatric Neurosurgery, Seoul, Korea, October, 1991.
62. Canady A: Neurologic Complications Associated with Extracorporeal Membrane Oxygenation (ECMO), American Society of Pediatric Neurosurgery, Hawaii, January, 1992.
63. Canady A: Neurologic Complications Associated with Extracorporeal Membrane Oxygenation (ECMO), American Association of Neurological Surgeons, San Francisco, California, April 11-16, 1992.
64. Azzi GM, Ham SD, Canady AI, Mitchell JA: Changes in Whole Brain Specific Gravity and Ventricular Size in Kaolin Induced Hydrocephalus, Consensus Conference on Hydrocephalus, Assisi, Italy, April 27, 1992.
65. Sood S, Kim S, Canady A, Greninger N: Use of the Drip Rate Analysis in Assessing Shunt Malfunction, American Society of Pediatric Neurosurgery, St. Thomas, Virgin Islands, January 31, 1993-February 6, 1993.
66. Azzi GM, Ham SD, Canady AI, Mitchell JA: Changes in Ventricular Size and Intracranial Pressure in Kaolin Induced Hydrocephalus in the Hamster, Society for Neuroscience, Michigan Chapter, 24th Annual Meeting, Cranbrook, March 17, 1993.
67. Canady A: Surgical Management of Spasticity, 8th Annual Conference on Developmental Disabilities Advocacy Through Clinical Experience, Kellogg Center, Michigan State University, E. Lansing, Michigan, April 1, 1993.
68. Canady, A: Neuro-endoscopy in Hydrocephalus, The Pennsylvania Neurosurgical Society, Invited Lecturer, Philadelphia, Pennsylvania, April 2, 1993.
69. Canady A: The Science and Politics of Women's Health in America, Breakout Session, Wayne State University Medical School's 125th year, Westin Hotel, Detroit, Michigan, May 12, 1993.
70. Canady A: Eighth Annual Neuroscience Conference, Arnold-Chiari Malformation...What is it?, St. Mary's Medical Center, Saginaw, Michigan, May 13, 1993.
71. Canady A: CME Conference, Emergencies in Pediatric Neurosurgery, Children's Hospital of Michigan, October 6, 1993.

72. Canady A: Radiation Oncology, Surgery on Posterior Fossa Tumors, Beaumont Hospital, Royal Oak, Michigan, October 6, 1993.
73. Canady A: Emergency Department Conference, Dealing With True Neurosurgery Emergencies, Children's Hospital of Michigan.
74. Canady A: Pregnancy and Brain Tumor, Word Federation of Neurological Surgery, October 18-22, 1993.
75. Canady A: Neonatal Nurse Presentation, Hydrocephalus, Macrocephaly, Malformations of Brain and Spinal Cord Tumors, Children's Hospital of Michigan, Wayne State University, November 9, 1993.
76. Canady A: Grand Rounds, Department of Pediatrics, Epilepsy Surgery, Children's Hospital of Michigan, December 17, 1993.
77. Canady AI: Understanding Conflicting Imaging Studies in a Case of Sagittal Sinus Thrombosis, ASPN, February 6-12, 1994, Nevis, West Indies.
78. Chalifoux R, Decker M, Canady AI: Pregnancy Outcome in Women with Cerebrospinal Fluid Shunt, AANS, April 9-14, 1994, San Diego, California.
79. Azzi GM, Ham SD, Canady AI, Mitchell JA: Hydrocephalus, Endocrinopathies, Median Eminence Structure, Pituitary Gland, Poster Presentation, AANS, April 9-14, 1994, San Diego, California.
80. Aughton D, Canady A, Seubert D: Isolated Dandy-Walker malformation in three siblings, American Society of Human Genetics Annual Education Conference, October, 1994.
81. Canady AI: Congress of Neurological Surgeons, Breakfast Seminar, Guest Speaker, Craniopharyngiomas, Chicago, Illinois, October 2-3, 1994.
82. Canady A, Sood S, Kim S, Greninger N: Evaluation of Small Ventricle Shunt Malfunction, Congresco Latinoamericano De Neurocirugia, Santa Fe De Bogota, D.C., Colombia, October 16-20, 1994.
83. Canady A: Violence Against Children, 2nd Annual Excellence in Trauma Nursing, Embassy Suites Hotel, Southfield, Michigan, October 21, 1994.
84. Canady A: AMA Lunch-time Lecture Series, Scott Hall, Wayne State University, October 28, 1994.
85. Canady A: Student National Medical Association Region II Conference, "Eyeing the Future of Medicine for Physicians of Color", Mayo Medical School Chapter, Rochester, Minnesota, October 29, 1994.

86. Canady AI, Harper CE, Aughton DJ, Seubert DE: AANS/CNS Joint Section on Pediatric Neurosurgery, Isolated Dandy-Walker Malformation in Three Siblings: Further Support of Autosomal Recessive Inheritance, St. Louis, Missouri, December 6-9, 1994.
87. Canady AI, Kayser MR, Phillips RJL, Spolyar JL, Hildebrand JM: Plate and Screw Fixation in Craniosynostosis - A Five Year Review, American Society of Pediatric Neurosurgeons, Liani, Hawaii, January 22-28, 1995.
88. Canady A: Joint Committee on the Status of Women, Keynote Speaker, Black History Month Celebration, Harvard Medical School/Harvard School of Dental Medicine, Boston, Massachusetts, February 23, 1995.
89. Spolyar, JL, Canady A: Component bone marker displacements revealed by image-corrected cephalometric analysis, Consensus Conference on Craniosynostoses, Rome, May, 1995.
90. Canady, A: Quality Management Conference, Changing Together for a Better Tomorrow, Speaker, Department of Social Services, Radisson Plaza Hotel, Kalamazoo, Michigan, June 2, 1995.
91. Canady A: Neurosurgical Issues in Craniofacial Anomalies, Fourteenth Annual Conference, Michigan Cleft Palate Association, Radisson Plaza Hotel, Kalamazoo, Michigan, June 2, 1995.
92. Canady A: Pediatric Board Review, Pediatric Neurosurgery, Radisson Golf and Conference Center, Ypsilanti, Michigan, September 13, 1995.
93. Canady A: Craniopharyngiomas, 45th Annual Meeting of the Congress of Neurological Surgeons, San Francisco, California, October 16, 1995.
94. Canady A: Day to Day Management of Hydrocephalus, Hydrocephalus Association Meeting, Monterey, California, January 12-14, 1996.
95. Canady A: Managed Care or Mangled Care -- Getting Access and Maintaining Quality Care in a Hospital Environment, Hydrocephalus Association Meeting, Monterey, California, January 12-14, 1996.
96. Canady A: Children in Crisis, fourth Annual Medstart Conference, Townsley Center, Ann Arbor, January 19, 1996.
97. Canady A: Undergraduate Research Opportunity Program, speaking about research and career, Ann Arbor, Michigan, February 28, 1996.

98. Canady A: Twelfth Annual Conference on Developmental Disabilities, Advocacy Through Clinical Excellence, Michigan State University, East Lansing, Michigan, March 20, 1996.
99. Azzi G, Ham S, Canady A, Mitchell J: Hydrocephalus-Induced Changes in The Periventricular Endocrine Hypothalamus of the Hamster, 1996 AANS Annual Meeting, Minneapolis, Minnesota, April 27-May 2, 1996.
100. Canady AI, Becker CJ, Ham SD: Identifying the Need for Repeat Chiari Decompression, Neurosurgical Society of America, Laguna Niguel, California, May 4-8, 1996.
101. Canady AI, Speaker, College of Human Medicine, A Time of Change: A Prescription for Resiliency - 10th Annual PIC Program, "Surgical Treatment of Epilepsy", E. Lansing, Michigan, April 24-25, 1997.
102. Chuba PJ., Bhambhani K., Zamorano L., Canady A, Merlin H, Fontanesi J: American Radium Society, November 7, 1997.
103. Chugani, H.T., Chugani, D.C., Chugani, J.R., Shah, J.R., Shah, A., Canady, A., Watson, C: American Epilepsy Society 1997 Annual Meeting, "Differentiation Between Epileptogenic and Nonepileptogenic Lesions in Children Using Pet Imaging of Serotonin Synthesis", Boston, Massachusetts, December 8, 1997.
104. Koo B, Canady A, Beierwaltes P, Nigro M: American Epilepsy Society 1997 Annual Meeting, "Symptoms of Parietal Lobe Epilepsy in Children", Boston Massachusetts, December 8, 1997.
105. Nagy F, Chugani D, Shah J, Shah A, Watson C, Canady A, Kupsky W, Chugani HT: American Epilepsy Society 1997 Annual Meeting, "Comparison of In Vivo and In Vitro Flumazenil Binding in Epileptic Cortex, Boston, Massachusetts, December 8, 1997.
106. Canady, A: The American Society of Pediatric Neurosurgeons 1998 Meeting, Mendeley Bay Hotel, Island of Lana'i, Hawaii, January 24-30, 1998.
107. Ahmed S, Sood S, Canady A, Ham S: 1998 AANS Annual Meeting, "The Effect on Brain Compliance of Ventriculostomy With and Without Differential Pressure Valve", Philadelphia, Pennsylvania, April 25-30, 1998.
108. Koo B, Canady A, Nigro M: American Academy of Neurology Annual Meeting, "Seizures of Cerebellar Origin Presenting as Movement Disorders", April 25, 1998-May 25, 1998.

109. Canady, A.: Multidisciplinary Trauma Lecture Series, "Traumatic Brain Injury", October 8, 1998, Children's Hospital of Michigan.
110. Canady, A: Pediatric Hydrocephalus: "Current Techniques for Shunt Nightmares". Congress of Neurological Surgeons Meeting, Seattle, Washington, October 5, 1998
111. Canady, A: "Head Injuries Difference in Children", National Medical Association, Las Vegas, Nevada, August 9, 1999
112. Ding YC, McAllister JP, Canady AI, Zhang MZ, "Disorders of the Nervous System", Society for Neuroscience, October 23 - 28, 1999, Miami Beach, Florida. (Presented at the Annual Meeting for Neuroscience, October, 1999)
113. Lai Q, Ding YC, McAllister JP, Koo B, Canady AI, Ham SD, Sood SS, "Neural Basis of Behavior", Society for Neuroscience, October 23 - 28, 1999, Miami Beach, Florida. (Presented at the AANS/CNS Section on Pediatric Neurological Surgery, Atlanta, Georgia, December 1-4, 1999)
114. Canady, A: "Complex Myelomeningocele", Congress of Neurological Surgeons, Boston, Massachusetts, November 2, 1999
115. Canady, A: "Intraventricular Hemorrhage and Hydrocephalus of Prematurity", World Conference in Pediatric Neurosurgery 2000, Martinique, France, November 30, 1999
116. Canady, A: "Tertiary Management of Pediatric Head Injury", American Association of Neurological Surgeons Annual Meeting, Moscone Convention Center, San Francisco, California, April 10, 2000
117. Canady, A, Cogen, P: "Learning About Hydrocephalus": Rekate, H, Walker, J, Cogen, P, Canady, A, Hirsh, D, Solomon, C, Solomon, A: "Transition from Pediatric to Adult-Centered Care: Help! Where's My Health-Care Now?": Rekate, H, Walker, J, Canady, A, McComb, JG, McLone, D: "Shunt Dependency: What Does the Future Hold? A Work in Progress", 6th National Conference on Hydrocephalus, Scottsdale, Arizona, May 24-28, 2000
118. Canady, A: "The Pediatric Neurosurgeon's Approach to Headache", National Medical Association 2000, Annual Convention & Scientific Assembly, Washington, DC, August 13-14, 2000.
119. Canady, A, Ragheb, J, George, T, Shirane, R, Iskander, B: "Managing Complex Myelomeningoceles", Congress of Neurological Surgeons Annual

Meeting, 50th Anniversary Celebration, Henry B. Gonzalez Convention Center, San Antonio, Texas, September 25 & 26, 2000

120. Canady, A: "Protocols for Accute Management of Pediatric Head Injury", Brain Injury Association of Michigan, 20th Anniversary Conference, Lansing, Michigan, October 12, 2000
121. Han, PP, Ponce, FA, Spetzler, RF, Canady, A, Feiz-Erfan, I: "Associated Arteriovenous Malformations of the Orbit and Brain: A Case of Wyburn-Mason Syndrome Without Retinal Involvement", The Fifth Annual Joint Meeting of the American Association of Neurological Surgeons / Congress of Neurological Surgeons and the American Society of International and Therapeutic Neuroradiology, Cerebrovascular Disease in Hawaii 2001, Big Island, Hawaii, February 9-12, 2001
122. Canady, A: "Is Hippocampal Sclerosis (HS) a Progressive Disorder?". Poster Presentation at the Annual Meeting of the American Epilepsy Society, Los Angeles, California, December 1-6, 2000.
123. Canady,A. " The Role of Organized Medicine in Affecting Women and Minorities in Medicine" WINS presentation, Congress of Neurological Surgery, San Diego, California October 2, 2001
124. Canady,A."Controversies in Management Pediatric Head Injuries" Emergency Medicine Conference Children's Hospital of Michigan
125. Gilmer-Hill,H.S., Jindal,A. and Canady,A.I., Poster at Congress of Neurological Surgery Sept 29-October4,2001 " Anaplastic Large Cell Lymphoma Presenting as a Hemorrhagic Intraparenchymal Lesion In An Immunocompetent Adolescent.
126. Asano,E., Husk, C., Muzik,O., Shen,C., Shaw,A., Shaw,J., Canady,A. Chugani,H.: American Epilepsy Society November 30,2001 " Detection of Epileptogenic Zones in Tuberous Sclerosis Complex Using Voxel Analysis of AMT and Fluorodeoxyglucose (FDG)- Positron Emission Tomography (POET) Scanning.
127. Juhasz,C., Chugani,D., Muzik,O., Asano,E.,Shaw,A.,Shaw,J., Canady,A.,Chugani,H.: Americal Epilepsy Society November 30,2001 Increased Cortical Uptake of alpha C11 Methyl-L-Tryptophan Detected by Positron Emission Togomography (PET) In Children With Intractactable Epilepsy.
128. Canady,A." Lessons I have learned" Women in Neurosurgery at the Congress of Neurological Surgeons October 2,2001.

129. Canady,A., Rafels,C., “Brain Tumors in Children Breakfast Seminar” American Association of Neurological Surgeons, Chicago, Illinois, April, 2002.
130. Canady A.,” Surgical Treatment of Epilepsy” Pediatric Grand Rounds, Sacred Heart Hospital, Pensacola, Florida Nov. 26, 2002
131. Canady A., “Neural Tube Abnormalities: Pediatric Grand Rounds, Sacred Heart Hospital, Pensacola Florida Jan. 7, 2003
132. Canady A., “ Craniofacial Abnormalities” Pediatric Grand Rounds, Sacred Heart Hospital, Pensacola Florida, April 29, 2003
133. Canady,A.” Overcoming Barriers in Surgery” American College of Surgeons Oct.21, 2003, Chicago, Ill.
134. Canady,A. “ Mechanisms of Head Injury” Pediatric Grand Rounds, Sacred Heart Hospital, Oct 22, 2003.
135. Canady A: Health Care Disparities: Can Minorities Survive the Transition to Managed Care, Cleveland Women’s Foundation February 11,2004
136. Canady,A: Impact of Technological Advances on Neurosurgical Practice” Seminar on Impact of Technological Changes, University of West Florida, Steven Swartz,M.D. professor. March 17, 2004

BOOK CHAPTERS:

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2. Canady AI, Sood S, Ham SD: “Surgical Management of Hydrocephalus in Children”, ed. Schmidek/Sweet in: Operative Neurosurgical Techniques, 3rd edition, Vol. 2, pp. 1231-1244, (W.B. Saunders Company, 1995).
3. Sood S, Canady AI, Rozzelle A, Ham SD: “Unicoronal and Bicoronal Craniosynostosis” ed. Benzel/Rengachary in: Neurosurgical Topics, Calvarial and Dural Reconstruction, pp. 149-167, 1998.
4. Dutcher S, Sood S, Ham S, Canady AI: “Skull Fractures and Penetrating Brain Injury”, Pediatric Neurosurgery: Surgery of the Developing Nervous System, Fourth Edition, pp. 573-583, (W.B. Saunders Company, 2001)

5. Barami K, Ham S, Sood S, Shankaran S, Canady AI: Pediatric Intracranial Hemorrhage, "Textbook of Neurological Surgery" (Lippincott-Raven, Philadelphia, 1999) In Press
6. Canady,A: Team Building and Building a Reputation "Heart of a Lion, Hands of a Women (Donning Company, 2009)
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2. Canady AI: "Implicit Rationing". Detroit Medical News, 74(21):6, 1983.
3. Sanfilippo D, Sarnaik A, Canady A: "Acute Symptomatic Hydrocephalus at the Onset of Tuberculous Meningitis (TBM): A Treatable Cause of Neuronal Injury". Neurology, March 3,1987, V. 37, No. 3, Supplement 1.
4. Brennan M, Canady A, Perrin J, Weslowski D: "Paraparesis in a Child with a Herniated Thoracic Disc". Arch Phys Med Rehabil, Vol. 68, Nov. 1987, pp. 806-808.
5. Herskovic A, Ryan J, Han I, Lattin P, Ahmad KH, Canady AI, Belenky W, Philippart A, Binns H, White B: "Combined Interstitial and External Beam Radiation Therapy in Soft Tissue Tumors". Endocrine-Therapy/Hyperthermia Oncology, Vol. 4, pp. 213-217, 1988.
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7. Shankaran S, Koepke T, Woldt E, Bedard M, Dajani R, Eisenbrey E, Canady A: "Outcome After Post-hemorrhagic Ventriculomegaly in Comparison with Mild Hemorrhage Without Ventriculomegaly". Journal of Pediatrics V. 114, pp. 109-114, 1989.
8. Faillace WJ, Warriar I, Canady AI: "Paraplegia After Lumbar Puncture in an Infant with Previously Undiagnosed Hemophilia". Clinical Pediatrics, Vol. 28, page 136, March 1989.
9. Sarnaik AP, Kopec J, Moylan P, Alvarez D, Canady A: "Role of Aggressive Intracranial Pressure Control in Management of Pediatric Craniocerebral Gunshot Wounds with Unfavorable Features". The Journal of Trauma,

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10. Shankaran S, Bedard M, Delaney-Black V, Woldt E, Canady A: "Does Decreasing CSF Protein Prior to Ventriculo-peritoneal Shunts (VPS) Decrease Morbidity?". Pediatric Research, Vol. 25, 361-A, 1989.
11. Shankaran S, Bedard M, Delaney-Black V, Woldt E, Canady A: "Does Decreasing CSF Protein Prior to Ventriculo-peritoneal Shunts (VPS) Decrease Morbidity?". Clinical Research, Vol. 37, No. 4, 959A, 1989.
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14. Drugan A, Krause B, Canady A, Zador I, Sacks A, Evans M: "End the 'Moratorium' on In-utero Ventricular Shunts for Hydrocephalus". JAMA, Vol 261, 1989, 1785-88.
15. Faillace W, Canady A: "Cerebrospinal Fluid Shunt Malfunction Signaled by New or Recurrent Seizures". Child's Nervous System, (1990) 6:37-40.
16. Gerras GG, Ham SD, Canady AI, Mitchell JA: "The Effects of Kaolin-Induced Hydrocephalus on the Ependyma of the Lateral Ventricles of the Hamster". Anat Rec, 226:36A, 1990.
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42. Koo B, Canady, A, Sood, S: "Direct Electrical Cortical Stimulation for Functional Mapping of Motor Cortex in Pediatric Epilepsy Surgery Candidates", Epilepsia, Vol 39, Suppl. 6, 1998.
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47. Sood S, Canady AI, Ham SD: "Adjustable Antisiphon Shunt", Childs Nervous System, 15(5):246-9, 1999 May
48. Nagy F, Chugani D, Juhasz C, da Silva E, Muzik O, Kupsky W, Canady A, Watson C, Shah J, Chugani H: "Altered In Vitro and In Vivo Flumazenil Binding in Human Epileptogenic Neocortex", Journal of Cerebral Blood Flow and Metabolism, Vol 19, No. 9, 939-47, 1999 September.
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The American Association of Neurological Surgeons
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62. Letter to the Editor regarding Shunt Infection *J. Neurosurg Pediatr.* 2009 March 3(3):245
63. Evaluation Of Traumatic Brain Injury In Children Chapter in *The ISPN Guide to Pediatric Neurosurgery* , online textbook. Initial chapter with Alexa Canady and Jason Foland May 2011

MEETINGS:

1. American Neuropathology Association, June, 1982
2. International Society of Pediatric Neurosurgery, September, 1982
3. National Medical Association, July, 1982
4. Pediatric Section of the American Association of Neurological Surgeons, December, 1982
5. National Medical Association, July, 1983
6. American Heart Association, November, 1983
7. Michigan Association of Neurological Surgeons, June, 1984
8. National Medical Association, July-August, 1984
9. American Association of Neurological Surgeons, November 1-14, 1984 (Review and Update in Neurobiology for Neurosurgeons)

10. Pediatric Section of the American Association of Neurological Surgeons, December, 1984
11. Michigan Association of Neurological Surgeons, June, 1985
12. Pediatric Section of the American Association of Neurological Surgeons, December, 1985
13. Neurosurgery Laser Workshop Northwestern University Medical Center, Chicago, Illinois, February, 1986
14. Pediatric Oncology Group Meeting, Orlando, Florida, April 6-8, 1986
15. Neurosurgical Intensive Care, Harvard University, Boston, Massachusetts, September, 1986
16. Midas Rex Institute Conference, Henry Ford Hospital, Detroit, Michigan, October 8-10, 1986
17. Pediatric Section of American Association Neurological Surgeons, Pittsburgh, Pennsylvania, December, 1986
18. American Society of Pediatric Neurosurgery, Mauna Kea Beach, Kamuela, Hawaii, January, 1987
19. American Association of Neurological Surgeons, Dallas, Texas, May, 1987
20. American Association of Neurological Surgeons, Pediatric Section, December, 1987, Chicago, Illinois
21. American Association of Neurological Surgeons Annual Meeting, Toronto, Ontario, April, 1988
22. Pediatric Epileptology, Cleveland, Ohio, May, 1988, International Symposium on Cranial Surgery, Pittsburgh, Pennsylvania, September, 1988
23. American Society Pediatric Neurosurgeons, St. Croix, Virgin Island, January, 1989
24. Pediatric oncology Group Meeting, Clearwater, Florida, April, 1989
25. American Society of Pediatric Neurosurgeons, Kauai, Hawaii, February, 1990
26. Congress of Neurological Surgeons, Los Angeles, California, October, 1990

27. BDPA's Seventh Annual UNCF Benefit, Keynote Speaker, Detroit, Michigan, November, 1990
28. Section on Pediatric Neurological Surgeon of the AANS, San Diego, California, December, 1990
29. American Society Pediatric neurosurgeons, Moderator for Pediatric neurosurgery Course, Orlando, Florida, January, 1991
30. Michigan Association of Neurological Surgeons, Shanty Creek Resort, Bellaire, Michigan, June 7-9, 1991
31. International Society of Pediatric Neurosurgeons, Seoul, Korea, October, 1991
32. American Association of Neurological Surgeons, Boston, Massachusetts, December 3-6, 1991
33. American Society of Pediatric Neurosurgeons, Hawaii, January, 1992
34. 1992 Annual Meeting of the American Association of Neurological Surgeons, San Francisco, California, April 11-16, 1992
35. Consensus Conference on Pediatric Neurosurgery: Hydrocephalus 92, Assisi, Italy, April 26-30, 1992
36. Society of Neurological Surgeons, Louisville, Kentucky, May 17-20, 1992
37. Advanced Instructional Course in Laboratory and Clinical Laser Neurosurgery: Neuroendoscopic and Stereotactic Applications, Cincinnati, Ohio, July 9-10, 1992
38. Pediatric Board Review, Pediatric Neurosurgery, Guest Speaker, University of Michigan Medical School, Ann Arbor, Michigan, October 15, 1992
39. The American Board of Neurological Surgery, Business Meetings and Oral Examinations, Houston, Texas, November 10-13, 1992, Guest Examiner
40. American Association of Neurological Surgery, Section on Pediatrics, December 6-9, 1992, Washington, DC
41. American Society of Pediatric Neurosurgery, St. Thomas, Virgin Islands, January 31-February 6, 1993
42. Pennsylvania Neurosurgical Society, April 2, 1993, Philadelphia, Pennsylvania

43. Michigan Association of Neurological Surgeons, June 25-27, 1993, Mackinaw Island, Michigan
44. American Association of Neurological Surgeons, December 7-10, 1993, San Antonio, Texas
45. American Society of Pediatric Neurosurgery, February 6-12, 1994, Nevus, West Indies
46. Neurosurgical Society of America, May 23-25, 1994, Blaine, Washington State
47. Pediatric Spine and Spinal Cord Symposium, June 9-11, 1994, Chicago, Illinois
48. Michigan Association of Neurological Surgeons, June 10-12, 1994, Grand Traverse Resort, Traverse City, Michigan
49. Pediatric Board Review, Pediatric Neurosurgery, Guest Speaker, University of Michigan Medical School, Ann Arbor, Michigan, August 16, 1994
50. Congress of Neurological Surgeons, Guest Speaker, Chicago, Illinois, October 2-3, 1994
51. Student National Medical Association Region II Conference, Keynote Speaker, "Eyeing the future of Medicine for Physicians of Color", Penthouse of the Kahler Hotel, Rochester, Minnesota, October 29, 1994
52. Joint Section on Pediatric Neurosurgery AANS/CNS, St. Louis, Missouri, December 6-9, 1994
53. American Society of Pediatric Neurosurgeons, Liani, Hawaii, January 22-28, 1995
54. American Association of Neurological Surgeons, 63rd Annual Meeting, Orlando, Florida, April 22-27, 1995
55. Michigan Association Neurological Surgeons & Southeast Chapter of AANS, Boyne Highlands, June 9-11, 1995
56. Pediatric Board Review, The University of Michigan Medical School, Michigan Association of Pediatric Program Directors, Michigan Chapter, American Academy of Pediatrics, Guest Speaker Pediatric Neurosurgery, Radisson Golf and Conference Center, Ypsilanti, Michigan, September 13, 1995

57. 45th Annual Meeting of the Congress of Neurological Surgeons, San Francisco, October 14-19, 1995
58. American Association of Neurological Surgeons, Minneapolis, Minnesota, April 27-May 2, 1996
59. Neurosurgical Society of America Annual Meeting, Laguna Niguel, California, May 4-8, 1996
60. The Society of Neurological Surgeons, 76th Annual Meeting, Chicago, Illinois, May 10-14, 1996
61. Joint Section on Pediatric Neurological Surgery, The American Association of Neurological Surgeons and Congress of Neurological Surgeons, The Mills House Hotel, Charleston, South Carolina, December 10-13, 1996
62. The Neurosurgical Society of America, The Langham Hilton, London, England, March 29-April 1, 1997.
63. The Society of Neurological Surgeons, Westin William Penn Hotel, Pittsburgh, Pennsylvania, May 18-20, 1997.
64. American Academy of Pediatric Neurosurgeons, Westin William Penn Hotel, Pittsburgh, Pennsylvania, November 13-14, 1997.
65. Joint Section on Pediatric Neurological Surgery, The Westin Canal Place Hotel, New Orleans, Louisiana, December 2-5, 1997.
66. The American Society of Pediatric Neurosurgeons, The Mandele Bay Hotel, Island of Lana'i, Hawaii, January 24-30, 1998.
67. American Association of Neurological Surgeons, Annual Meeting, Philadelphia, Pennsylvania, April 25-30, 1998.
68. International Society of Pediatric Neurosurgery, Melborn Australia, September 13-17, 1998.
69. Congress of Neurological Surgeons, Seattle, Washington, October 3-6, 1998.
70. National Medical Society, Las Vegas, Nevada, August 9-13, 1999
71. International Society for Pediatric Neurosurgery, Salt Lake City, UTAH, September 26-30, 1999

72. Congress of Neurological Surgeons, Boston, Massachusetts, October 31-November 4, 1999
73. World Conference on Pediatric Neurosurgery 2000, Martinique, France, November 27-December 4, 1999
74. American Association of Neurological Surgeons, 68th Annual Meeting, San Francisco, California, April 9-12, 2000
75. Pediatric Radiology Meeting, Naples, Florida, May 3-7, 2000.
75. 6th National Hydrocephalus Family Conference, Scottsdale, Arizona, May 24-28, 2000
76. National Medical Association 2000, Annual Convention & Scientific Assembly, Washington, DC, August 13-14, 2000
76. Student National Medical Association, Regional Conference, Keynote Speaker, Michigan State University, East Lansing, MI, October 21, 2000
77. American Association of Neurological Surgeons, April, 2000
78. Congress of Neurological Surgeons, Fall, 2000
79. American Association of Pediatric Neurosurgeons, Lanai, Hawaii, January 2000
80. American Association of Neurological Surgeons Spring, 2001 Chicago, Illinois
81. Society of Neurological Surgeons, Cleveland, Ohio May, 2001
82. Congress of Neurological Surgeons, San Diego, California October, 2001
83. Neurosurgical Society of America Keeawa Island, South Carolina April, 2002
84. Pediatric Section of the American Association of Neurological Surgeons, Phoenix, Arizona, December 2002
85. American Association of Pediatric Neurosurgery, Big Island, Hawaii, Jan 2003
86. American College of Surgeons, October 2003

87. American Women's Medical Association, San Diego, California February 5-8, 2004
75. Pediatric Section, American Association Neurological Surgeons San Francisco California, December 2004
76. American Association of Neurological Surgeons, Orlando, FL May 1-6 2004
77. American Association of Neurological Surgeons New Orleans, Louisiana, April 2005
78. National Institute of Health conference "Hydrocephalus: Myths, New Facts & Clear Directions" September 29-October 1, 2005.
79. Society of Neurological Surgeons San Francisco May 6-8 2007
80. Pediatric Section of Neurological Surgeons Miami, Florida December 2007
81. International Society of Pediatric Neurosurgery Capetown South Africa September 2008
82. Congress of Neurological Surgeons, New Orleans, Louisiana, October 24-29, 2009
83. International Society of Pediatric Neurosurgery Goa, India October 2011

INVITED PRESENTATIONS:

1. Canady A: Minority Health Concerns, lecture given at the Top 100 Business & Professional Women of America Conference, Dallas, Texas, August 2-4, 1985.
2. Canady A: Black Women Past, Present & Future, YWCA, Lansing, Michigan, February, 1986.
3. Canady A: Past, Present & Future of Nursing, Health & Health Care Policy, presented at Oakland University School of Nursing, March, 1987.
4. Canady A: Annual Black Arts & Sciences Festival, Keynote Speaker, Washington University, Graham Chapel, St. Louis, Missouri, October 27, 1993.
5. Canady A: American Medical Women's Association, Women in Neurosurgery, New York, November 4, 1993.
6. Canady A: Commencement Speaker, Wayne State University Medical School commencement, June 2, 1994.

7. Canady A: Keynote Speaker, Student National Medical Association, Wayne State University School of Medicine, October 19, 1996.
8. Canady A: Speaker, Grand Rounds, St. Elizabeth Medical Center, Dayton, Ohio, November 13, 1996.
9. Canady A: Guest Speaker, Charles H. Fortson, M.D. Memorial Surgical lecture, St. Elizabeth Medical Center, Dayton, Ohio, November 13, 1996.
10. Canady A: Keynote Speaker, Lula Belle Stewart Center Early-On Program, Pontchatrain Hotel, Detroit, Michigan, December 5, 1996.
11. Canady A: Speaker, Martin Luther King Commemoration Celebration, The University of Michigan college of Pharmacy, January 22, 1997.
12. University of Detroit Mercy, Honors Convocation Speaker, April 14, 1996, McAuley Auditorium, Outer Detroit, Michigan.
13. Pediatric Board Review, The University of Michigan Medical School, Michigan Association of Pediatric Program Directors, Michigan Chapter, American Academy of Pediatrics, Guest Speaker, Pediatric Neurosurgery, Crowne Plaza, Ann Arbor, Michigan, September 7, 1996.
14. 10th Annual Partners In Care Conference, "A Time of Change: A Prescription for Resiliency". Invited Speaker "Seizures & Their Management, Including Surgery. Lansing, Michigan, April 24, 1997.
15. Frances Willson Thompson Critical Issues Forum, "Violence is a Public Health Issue", University of Michigan-Flint campus, May 21, 1997.
16. Council of Michigan Foundations 25th Annual Conference, "Help for Troubled Brains", Westin Hotel, Detroit, Michigan, November 5-7, 1997.
17. Multidisciplinary Trauma Lecture Series, "Traumatic Brain Injury", Children's Hospital of Michigan, October 8, 1998.
18. Michigan Association for Infant Mental Health Conference, "Early Brain Development and Implications for Early Education", University of Michigan, Ann Arbor, Michigan, May 18, 1999.
19. Health Focus, Children's Hospital of Michigan, Keynote Address Speaker, October 23, 1999.
20. Congress of Neurological Surgery Luncheon Seminar : Management of Difficult Shunts October 3, 2001.

21. University of Michigan Medical School Seminar for Minority Undergraduate: "Approach of Minority Students to Medical Education September 8, 2001.
22. Third Annual Raymond M. Murphy African-American Health Conference September 7, 2001 "Urban Health Care Constraints."
23. The Women's Studies Program and the Institute for Research on Women and Gender program "Challenging Community Women Activists and Detroit". University of Michigan November 1, 2001.
24. Coalition for Health Care Equity, Keynote Speaker, Annual Dinner, January 10, 2002, Detroit, Michigan, "Minority Health Care.
25. American Association of Neurological Surgeons Nurses Seminar "Surgical Treatment of Epilepsy", November 28, 2001, New York, New York.
26. Princeton University Premedical Club "Considerations in the Selections of Medicine as a Career". November 28, 2001 Princeton, New Jersey.
27. Sankofa Symposium Speaker "The Power of Activism" Department of African American and African Studies, University of Michigan February 2, 2004.
28. Creating Neurosurgical Teams: Wins lecture at American Association of Neurological Surgeons New Orleans, Louisiana, April, 2005.
29. Alpha Omega Alpha Invited Speaker Michigan State University November 19, 2009 "Defining Excellence in Medical Practice".

COMMUNITY LECTURES:

1. Michigan Department of Education, Keynote Speaker, "Career Options for Young Women", Ingham Intermediate School District, Mason, Michigan, April 26, 1995.
2. Detroit/Wayne County Early-On Training and Technical Assistant Project, Keynote Speaker, "Early-On" Conference, "Collaborating for Young Children", Westin Hotel, Detroit, Michigan, May 23, 1995.
3. The Skillman Foundation, Networking Meeting for Parent Facilitators in the Comer Schools and Families Initiative and the Service Providers in the Parenting Matters Initiative. St. Regis Hotel, April 23, 1998.
4. Commencement Address, Central Michigan University, May, 1999.

5. Commencement Address, University of Southern Connecticut, May, 1999.
6. National Council of Negro Women, Detroit Section "The Need for Increased Afro-American Physicians" Athena Hall, Roseville, Michigan December 15, 2001.
7. Commencement Address, University of West Florida, December, 2006.

HOSPITAL STAFF APPOINTMENTS: Sacred Heart Hospital,
Pensacola Florida 2004-present

West Florida Public Library System

Library Board of Governance Member Search Application

By completing this form you are applying to serve on behalf of Escambia County on the Library Board of Governance.
(If the space provided to answer the questions is not sufficient, please feel free to use additional sheets of paper.)

- 1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.**

As a Pensacola native and a product of both the local public schools and colleges, I have a vested interest in the success of the community, including its public services. I am currently employed as the Director of Internal Auditing for the Escambia County School District. By providing recommendations to improve efficiency and effectiveness of various governmental operations, I serve as an independent objective assurance and consulting resource to management, the Superintendent, and School Board. I possess certifications in both government auditing and financial management. I am a card-carrying member of the public library and have a passion for education. I am accustomed to preparing and presenting agendas and materials for public meetings, as well as receiving and addressing concerns of the public. I am intimately familiar with Florida Sunshine and public records laws. I believe my experience in public education and skills in conducting process reviews which provide high-quality recommendations are a good fit for the Library Board of Governance.

- 2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions).**

Over the last five years, I have consistently volunteered at the public library. I recently served on the library focus group. I have attended and actively participated in Library Board of Trustees meetings. In addition to library related service, I currently serve as a District Representative for the Southeast region of the Institute of Internal Auditors organization. I oversee five chapters, representing approximately 750 business professionals. I serve as the chair of the Escambia County School District Employee Benefits Committee, which oversees benefits for approximately 9,000 employees and dependents in the community. I have written and managed several grants awarded through the Pensacola Community Initiative Program. I have previously volunteered at Appetite for Life, United Way, and the University of West Florida Alumni Association.

- 3. Please explain why you are interested in becoming a library trustee.**

The transition from the current funding/governance system to the MSTU and Governance Board is a major undertaking. The library system has been a constant source of disagreement and strife between the various governing bodies. The system has suffered from a lack of motivated leadership, an inability to address changing technology, and a reliance on serving a small segment of the population through a business-as-usual mentality. The contentiousness and lack of change management has resulted in the loss of focus of what the library should be: a powerful resource for the community, and a source of pride for local government. I have a passion for education. The public school system trains young people to become readers and users of technology. The public library system should be a partner in that training. I believe my passion for the library and experience with economy and efficiency process reviews, education, and governmental operations make me an ideal candidate for the Library Board of Governance.

4. Please discuss briefly the goals and direction that should be important to this Board.

The Board should start with an honest assessment of the current situation of the library. This assessment should include the opinions of management, employees, users, and non-users. Factors considered should include services offered and technology utilized. The results of the analysis should then be benchmarked to other successful libraries. The Board should then focus on making decisions that will move the library towards the practices of those successful libraries. The immediate goals of the Board should be securing the financial stability of the library system, ensuring that library services are provided consistently throughout the county, and utilizing technology to generate cost savings, increase productivity, and offer more desirable services.

5. Please identify one thing you think the library currently does very well.

The library currently does a good job of meeting the needs of specialized segments of the population. Visually impaired individuals are served through the talking books service, large print books, and books on CD. The Genealogy Branch serves the needs of those interested in family history. Library policies have been designed to accommodate the special needs of transients. All library branches have Wi-Fi and computers with internet access for individuals without these services at home. In addition, the library runs a successful summer reading program, as well as various children's summer activities.

6. Please identify one thing that could be done to make library service even better is.

A large segment of the reading population does not utilize traditional paper-based media. The library should explore how technology can be utilized to offer a greater variety of services, which would appeal to a broader segment of the population. Services such as self-checkout, audio books, e-books, music rentals, bookmobiles with e-readers, and other emerging technologies appeal to a younger and more fast-paced library user. By embracing technology, the library could find unique ways to be more attractive to those who have looked to other sources to meet their needs. The library could then be considered a necessary resource for those who otherwise have found no value in its current services.



"Making a Positive Difference"

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February 3, 2013

Library Board of Governance Member Search
Escambia County Human Resource Department
221 Palafox Place, Suite 220
Pensacola, FL 32502

Dear Search Committee Members:

I am pleased to submit my name for consideration and nomination to the Library Board of Governance. I have completed and attached the search application. I have also included a copy of my resume for your review.

I am a passionate about education and am a user of the public library. As further detailed in my application, I have significant experience in analyzing government processed and providing recommendations for economical and efficient operations. I am accustomed to Florida public records and sunshine laws, as well as preparing for and participating in public meetings. In addition, I am familiar with various taxing and funding concepts, and their correlation to governmental budgets and operations.

I feel my passion and experience would make me an ideal candidate for the Board. I understand the importance and time commitments of the mission, and am willing and able to accept those duties.

Please do not hesitate to contact me at dbryant2@escambia.k12.fl.us should you have any questions or require further information. I look forward to hearing from you.

Sincerely,

David J. Bryant, CPA, CFE, CIA, CGFM, CGAP
Director – Office Internal Auditing
School District of Escambia County

Enclosures

David J. Bryant

916 Brookside Place, Pensacola, Florida 32503-2869

(850) 982-6067

dbryant2@escambia.k12.fl.us

PROFESSIONAL EXPERIENCE

Escambia County School District, Pensacola, Florida 2004-Present
Public school district with 8,500 employees that serve 40,000 students

Director of Internal Auditing

Office of Internal Auditing

- Supervise auditing staff and complete annual performance evaluations
- Coordinate activities with Audit Committee, School Board and executive staff
- Develop annual risk assessment and engagement work plans
- Perform internal and external quality assurance reviews

Internal Auditor

Office of Internal Auditing

- Schedule, supervise, review and perform various audits and reviews
- Conduct audit entrance and exit interviews with senior and executive staff
- Coordinate financial disaster response with FEMA and insurance agencies for Hurricanes Ivan, Dennis & Katrina

Bizzell, Neff & Galloway, P.A., CPAs, Pensacola, Florida 2000-2004
Regional public accounting firm serving thousands of clients in Florida and Alabama

Senior Accountant/Auditor

- Perform diverse financial and compliance audits on a variety of clients
- Complete a range of individual and corporate state and federal tax returns
- Participate in various client related services, including:
 - General ledger write-up & bank reconciliation
 - Accounts receivable/payable
 - Payroll
 - IRS/State correspondence and general business & tax advice
- Produce varying financial statements on multiple bases of accounting

Escambia County School District, Pensacola, Florida 1999-2000
Public school district with 8,500 employees that serve 40,000 students

Internal Auditing Co-op Student

Office of Internal Auditing

- Perform financial and compliance audits of school internal accounts
 - Determine institutional compliance with state and federal laws and regulations
 - Create various financial statements and bank reconciliations
-

David J. Bryant

916 Brookside Place, Pensacola, Florida 32503-2869

(850) 982-6067

dbryant2@escambia.k12.fl.us

PROFESSIONAL EXPERIENCE (continued)

Smokey's Restaurants, Pensacola, Florida 1991-2000

Local restaurant chain serving the greater Pensacola area

Manager

- Oversee and assist employees to ensure quality performance
- Perform all aspects of customer relations, including problem resolution
- Handle funds throughout the collection process, including reconciliation

Assistant Bookkeeper

- Execute all phases of payroll, including maintenance of employee records
- Perform reconciliation of vendor invoices and payment on vendor accounts
- Calculate and allocate costs for financial reports

EDUCATION

University of West Florida, Pensacola, Florida 2000

Masters of Accountancy

GPA 3.71 (4.0 scale)

University of West Florida, Pensacola, Florida 1999

Bachelor of Arts in Accountancy

GPA 3.40 (4.0 scale)

Pensacola Junior College, Pensacola, Florida 1995

Associates of Arts in Business

GPA 3.69 (4.0 scale)

CERTIFICATIONS

- Certified Public Accountant – Florida
- Certified Internal Auditor – Institute of Internal Auditors
- Certified Government Financial Manager – Assn. of Government Accountants
- Certified Fraud Examiner – Assn. of Certified Fraud Examiners
- Certified Government Auditing Professional – Institute of Internal Auditors

PROFESSIONAL AFFILIATIONS

- Institute of Internal Auditors – SE District Representative
 - Association of Certified Fraud Examiners – member
 - Florida Association of School Business Officials – member
 - Florida School Finance Officers Association – member
-

West Florida Public Library System

Library Board of Governance Member Search Application

2/14/2013

Frances Yeo

By completing this form you are applying to serve on behalf of Escambia County on the Library Board of Governance.

- 1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.**
 - West Florida Library Blue Ribbon Task Force member – 2004 and 2013
 - West Florida Library Advisory Board - appointed by Escambia County Commission in 2010
 - Member of the Friends of the Library – intermittently 2004 to present
 - Executive Director for Junior Achievement for 13 years, which provides me valuable experience relevant to the role a governing board has to its CEO -1997-2009
 - West Florida Library card holder intermittently since the 1960's
- 2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions).**

Former volunteer roles

- Represented Escambia County Commission on Task Force in effort to consolidate services with city – 1990
- Assisted in development of Core Values program for community – 1992
- Leadership Pensacola (LEAP) Alumni – graduated 1991
- Produced recruitment video for chamber leadership program (LEAP) 1993
- Pensacola Chamber of Commerce – Education Committee occasionally between 1991- 2000
- Pensacola Chamber of Commerce Board of Directors – Ex-Officio 2000-2002
- Pensacola's Promise Tri-Chair (local affiliate America's Promise) 1998-2002
- Florida JA Area's Communication Liaison – 2002-03
- Florida Black Chamber Board of Directors 2003 to 2009
- Florida Parent Teacher Association – various chairmanships 1993-1998
- Escambia County Council of PTAs President 1991-93
- Recruited and managed 32 PTA chairmen and officers for County Association -1991-1993
- Registered Lobbyist for Education issues through PTA for 8 years – 1989-1997
- Created and produced fifty-two 30-second Parenting Tips for TV which included David Newell (Postman on Mr. Rogers Neighborhood). These were aired throughout Florida – 1992-1994
- Coordinated media coverage - Florida PTA, including working with Governor & his staff 1993-95
- Presenter at School Board Meetings concerning parent's viewpoints 1991-1993
- Senior Warden- St. John's Episcopal Church 2002; Vestry – 2001-2003
- Chaired the 100th Anniversary of Girl Scouts – held at UWF for local council 2012

Current Volunteer roles

- Rotary Club of Pensacola – member 2000 to present
- Rotaract Committee Chair for UWF and PSC 2012 to present
- Rotary Youth Leadership Awards (RYLA) Group leader - 2002 to present
- Specialized Trainer Escambia County Council of PTAs - 1997 to present

- Association of Florida Colleges – local chapter at Pensacola State College 2010 to present
- League of Women Voters - member 2000 to present
- Manor Drive Home Owner's Association President – 1990-92 and 2010- present
- Escambia High School Reunion Committee –co-chair for 6 reunions –soon to start on 2014
- American Cancer Society – speaker and volunteer intermittently since 2004
- Relay for Life -Team Development Committee - 2012 to present
- Parrot Heads of Pensacola – charter member - 2004 to present

3. Please explain why you are interested in becoming a library trustee.

- I would like to follow through with all of the efforts I have been involved with in the West Florida Library system since 2004. I think this role would help sustain the new acceptance for dedicated funding for libraries, while working toward a more efficient library system, which inspires cooperation between the county and city. Ultimately, I would like to advocate for more facilities throughout the county in efforts to provide library services at convenient locations for a diverse and emergent population.

4. Please discuss briefly the goals and direction that should be important to this Board.

My goals include:

- Dedicated funding for libraries
- Efficient library system for ease of customers/patrons/citizens
- Recruit and retain competent leadership and dedicated staff
- Identification and provision of adequate staffing necessary for broad hours of operation, that is crucial for the communities our libraries serve
- Cooperation and support between county and city governments
- Expansion and upgrading of facilities throughout the county to provide library services at convenient locations that accommodates a diverse and increasing number of residents, reflecting population shifts and the ability to serve all citizens of the county

5. Please identify one thing you think the library currently does very well.

- Built and expanded facilities in more locations, so distance for any resident to travel to a library has been reduced over the last several years

6. Please identify one thing that could be done to make library service even better is.

- More staff empowered through specialized library training

Human Resources Department Escambia County

850-595-3000

221 Palafox, Suite 200, Pensacola, FL 32533

TGTurner@myescambia.com

Phone (850)455-2087
Fax (850)455-2087
Cell (850)384-0920
E-mail francesyeo@cox.net
46 Manor Drive
Pensacola, FL 32507

Frances Yeo

- Professional experience January 2010 to present Pensacola State College, Pensacola, FL
- Coordinator, Continuing Education
Department Head Recreation and Leisure Program
- Plan, coordinate, market, evaluate and supervise recreation and leisure – lifelong learning courses at 5 area campuses.
 - Coordinate Kid's College for 6-12 year olds during summer (30 teachers, 150 courses/classes, 300+ students)
 - Oversee Summer Dance Workshop, Gymnastics, Driving, Aquatics and Court mandated programs
 - Manage half million dollar budget
 - Manage approximate 150 adjunct instructors throughout the year
 - Problem solve for teachers and students
 - Manage data collection for analysis of successful courses
- 1997 to 2009 Junior Achievement of Northwest Florida, Pensacola, FL
President/Executive Director
- Board Development – Worked with 18 to 28 high level decision makers regularly. Insured diversity by industry categories, geography, race and gender. Met with each member of governing board individually to develop their impact goals and met with committees as scheduled. Coordinated annual planning retreat with National JA facilitator.
 - Fundraising - Diversified funding base. Created new events and discontinued struggling events. Organized annual giving campaigns and grant proposals
 - Budget management – created and managed \$200,000 to \$300,000 annual budget along with Investment account management
 - Staff management – Removed previously hired staff when documented errors in judgment. Orchestrated expansion of staff and downsizing of staff as needed.
 - Staff development - Performance Development Plans for all staff, specialized National JA training provided within 6 months of hire, shadowing Orlando office within 2 months of hire, with bonus available for all staff when team goals met
 - Marketing and public relations – Conducted awareness research in 2004 with local university which lead to branding campaign that generated 9% of the budget in new dollars. This increased awareness and funding base. Coordinated scripting, production and donation of public service announcements for print, radio and TV.

1995 -1997 Northwest Florida Girl Scout Council Pensacola, FL

Public Relations/Fund Development Director

- Developed Media Relationships that kept issues out of the spotlight when necessary and publicized positive activities of 5,000 girls and 1200 Volunteers
- Conducted golf tournament, 5K Run, annual giving and grant writing to diversify funding sources
- Created "Got Cookies?" media campaign which featured billboards, radio and print public service announcements

1987 -1995 Parisian Department Store Pensacola, FL

Fashion Counselor

- Developed and serviced over 100 accounts as a personal shopper
- Developed and maintained community relationships for store
- Coordinated public relations between corporate office and local media

1978 - 1986 Flamingo Shop Pensacola, FL

Managing Partner

- Moved family business from grandmother's hobby to profitable ladies boutique
- Opened second location in Gulf Shores, AL handling management, budgeting, marketing, advertising, purchasing, sales, display, bookkeeping, customer service and fashion show production for both stores

Education and Training 1980 - 1982 University of West Florida Pensacola, FL
Bachelor of Science – Marketing

- Attended University of Southern Mississippi 1974-1977
- Accepted University of West Florida, Masters of Public Administration
- Inaugural class of President's Leadership Institute, Pensacola State College 2011
- Completed National Junior Achievement Leadership Academy 2002
- Attended Junior Achievement National Leadership Conferences and Regional Conferences – 1997– 2007
- Attended Girl Scouts of the USA Training in New York- Macy's 1996
- Attended Girl Scouts of the USA Convention – Ft. Worth, Texas
- Attended National and Florida PTA Conventions, Legislative and Leadership Conferences – 1986 – 1998
- Completed Peoples' Law School and Chamber Leadership Pensacola Program (LEAP) 1991

Leadership Roles

Florida Black Chamber Board of Directors 2003 to 2009; West Florida Public Library Board Member – 2010 to present(appointed by Escambia County Commission) Florida JA Area's Communication Liaison – 2002-03; Senior Warden- St. John's Episcopal Church 2002; Chamber of Commerce Board of Directors – Ex-Officio 2000-2002; Pensacola's Promise Tri-Chair (local affiliate America's Promise) 1998-2002; Home Owner's Association President – 1990-92 and 2010-present; Florida Parent Teacher Association – various chairs 1993-1998; Escambia County Council of PTAs President 1991-93, Currently serving as Specialized Trainer Escambia County Council of PTAs, Escambia High School Reunion Committee –co-chair for 6 reunions, Chaired the 100th Anniversary for Girl Scouts for local council - 2012

Community activities	Rotary Club of Pensacola, Rotary Youth Leadership Awards (RYLA), Rotaract Committee Chair for UWF and PSC, Pensacola Chamber of Commerce, League of Women Voters, LEAP Alumni, Friends of the Library, American Cancer Society, Parrot Heads of Pensacola
Volunteer experience	Registered Lobbyist for Education issues through PTA for 8 years; Created and produced fifty-two 30-second Parenting Tips for TV which included David Newell (Postman on Mr. Rogers Neighborhood). These were aired throughout Florida; Coordinated media coverage for Florida PTA, including working with Governor and his office; Recruited and managed 32 PTA chairmen and officers for County Association; Made presentations at School Board Meetings and with administrators concerning parent's viewpoints; Assisted in development of Core Values program for community; Produced recruitment video for chamber leadership program(LEAP); Represented County Commissioner on Task Force in effort to consolidate services with city
Publications	PTA Parenting Tips – newspapers throughout Florida and a textbook; Pensacola News Journal - Monthly article, "PTA Matters" – 1991-1993, and numerous viewpoints on editorial page - 1992 to present
Awards received	Peggy Pilcher Community Service Award 2009; Paul Harris Fellow – Rotary International 2008; Women's Business Center - Women Making History Diamond Award – 2004; Combined Rotary Clubs of Pensacola – Nominee -Business Ethics Award; Finalist – National Junior Achievement - Karl Flemke Innovation Award – 1999 & 2000; National Junior Achievement Summit Award – 1998, 1999, 2000, 2004 & 2009; Florida Public Relations Association – IMPACT Award – 1994; Nomination – Emil Hess Humanitarian Award – 1991 – Parisian; Numerous Parent Teacher Association (PTA) Awards – 1988 -1993

References available upon request

Updated 2/14/2013

Susan W. Hendrix

(Grant
Erbach)

From Dean K. — Library
Board

From: Dean Kirschner
Sent: Friday, January 11, 2013 3:56 PM
To: George Touart
Cc: Gene M. Valentino; Susan W. Hendrix; Judy H. Witterstaeter; Katie L. Macarthur
Subject: West Florida Library Board
Attachments: Grant Erbach Resume Contact Information.pdf

Hold

George:

Per our conversation today, attached you will find the letter / note of interest and Resume for Mr. Grant Erbach. Grant is heavily engaged with his volunteerism of the Southwest Branch Library, and as a strong member of the "Friends of the Library" organization supporting County's library system.

Thank you,

Dean

GRANT ERBACH

4818 Huron Drive

1960-64 Montclair State University BS degree in education

1964-67 school teacher

1967-82 manufacture representative selling floor covering products

1982-84 auto detail shop – owner

1984-95 insurance sales

1995-99 insurance agency owner

Moved to Pensacola 1999

1999-2003 convince store manager

2003 retired

CIVIC BACKGROUND

1974- 78 school board member in suburban Cincinnati

1984-present active church volunteer

2006-08 Friends of Southwest Library VP / membership

2008-present Friends of Southwest Library President

2007-present Kiwanis

GRANT ERBACH

4818 Huron Drive

Pensacola 32507

497-8625

I am writing to state my interest in serving on the newly forming Library Board. I feel I would bring a grass roots prospective having a "hands on" back ground as individual involved in his community.

My goal would not be to run the library system, but to voice the needs of its patrons

Lib Board

West Florida Public Library System

Library Board of Governance Member Search Application

By completing this form you are applying to serve on behalf of Escambia County on the Library Board of Governance.
(If the space provided to answer the questions is not sufficient, please feel free to use additional sheets of paper.)

1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.
2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions).
3. Please explain why you are interested in becoming a library trustee.
4. Please discuss briefly the goals and direction that should be important to this Board.
5. Please identify one thing you think the library currently does very well.
6. Please identify one thing that could be done to make library service even better is.

Human Resources Department Escambia County
850-595-3000
221 Palafox, Suite 200, Pensacola, FL 32533
TGTurner@myescambia.com

Name:

Joe Vinson

joe@appleyardagency.com

(850) 292-7025

Address:

1503 E Jackson St

Pensacola, FL 32501

Employment:

Appleyard Agency (2003-present)

Director of New Media

Education:

B.A., Florida State University, 2003

Community involvement:

Gulf Coast Kid's House, board member

Escambia County Public Schools Foundation, board member Japan-America Society of Northwest Florida, board member AAF Pensacola, board member and past president Choral Society of Pensacola, past board member ACLU of Florida Panhandle Chapter, past board member

West Florida Public Library System

Library Board of Governance Member Search Application

By completing this form you are applying to serve on behalf of Escambia County on the Library Board of Governance.
(If the space provided to answer the questions is not sufficient, please feel free to use additional sheets of paper.)

1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.

20+ years as reference librarian and manager of government and corporate library systems

2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions).

Arthritis Foundation Community Board; Pensacola Symphony and Opera Guild Boards

3. Please explain why you are interested in becoming a library trustee.

To bring a librarian/manager perspective and understanding of users' needs

4. Please discuss briefly the goals and direction that should be important to this Board.

Provide multi-year budgets and consistent source of revenue for planning

5. Please identify one thing you think the library currently does very well.

SW Branch - outstanding community outreach/variety of programs & services

6. Please identify one thing that could be done to make library service even better is.

Improve service hours, computer access and provide more instruction. Downtown should assi

Lynne Tobin

Human Resources Department Escambia County
850-595-3000

221 Palafox, Suite 200, Pensacola, FL 32533

TGTurner@myescambia.com

LYNNE C. TOBIN

10330 FOGGY BOTTOM RD.

PENSACOLA FL 32507

850-497-8515(H) 850-549-5889 (cell)

lynnectobin@aol.com

Summary

Skilled reference librarian and senior manager with extensive experience in research, searching online databases, the Internet, human/web interfaces as well as experience in budgeting and planning for large federal divisions. Recognized as a leader in the field. Over 15 years experience in the intelligence and military communities. Proven briefing, instructional and mentoring skills.

Top Secret, SCI clearances with polygraph and background checks – current to Feb. 2009.

Note that as a CIA employee, I was "detailed" to NGA and its predecessor NIMA as CIA worked with DOD to create the new agency within DOD.

Intelligence Community, Department of Defense, and Federal Experience

Chief of the Washington Research Center

2003 – 2005

National Geospatial-Intelligence Agency (NGA), Bethesda, MD

- Managed very large annual budget for Open Source purchasing (subscriptions and publications to include commercial maps) for all of NGA
- Had the budget doubled during this year based on excellent track record of managing the budget and purchasing appropriate needed source
- Oversaw the successful turnover of library service functions (scanning, circulation and cataloging) and the Ground Photography functions to contractor management
- Implemented Virtual Reference across all the sites
- Coordinated with counterparts to oversee the completion of the map scanning process allowing customers to request and receive map products on line

Chief of the Bethesda Research Center, NGA

2001 – 2003

- Promoted the concept of Virtual Reference and piloted the use of Question Point in cooperation with the Department of Defense and Army Knowledge Online
- Studied and determined, as part of a Tiger Team created by Director, NGA, the partnership possibilities between State Department Map Service Center and NGA to better serve the Intelligence Community and Department of Defense
- Mentored new branch chiefs and continued working with knowledgeable staff to introduce new technologies for map scanning

Chief of the Bethesda Reference Branch, NGA

2000 – 2001

- Planned, designed, hired professional staff and created the Reference Library, moving open source text and classified documents to renovated space
- Placed two commercial databases on the Library homepage, for the first time allowing all NGA staff to search and discover this information

Lynne C. Tobin

- Chief of the Bethesda Map Services Branch, NGA 1998 – 2000
- Initiated the purchase of new scanning and network technology to test the concept of digitizing the map collections making maps accessible online and available to agencies worldwide
 - Selected and managed the contract and logistics of sending 25,000 text materials off site for recataloging to Library of Congress standard, and managed the process of adding the materials in to the new NGA online text catalog

- Reference Librarian, NPIC and NIMA, at the Washington Navy Yard 1996 - 1998
- Provided the first Reference outreach to NIMA Headquarters staff
 - Briefed analysts on library access and services new to NIMA staff
 - Provided in depth research support to imagery analysts and upper management, searching open source databases and the Internet

- Reference Librarian, NPIC (National Photographic Interpretation Center/CIA) 1989 - 1994
- Briefed analysts on Library services
 - Provided in depth and expert research support using open source and classified databases

- Reference Librarian, General Accounting Office 1988 - 1989
- Provided research support to accountants and researchers, utilizing commercial databases as well as the technical library collection
 - Contributed to monthly library publication on current issues and research

- Reference Librarian, Naval War College, Newport RI 1987 - 1988
- Provided reference/research support to students and faculty
 - Published annotated bibliographies on current hot topics
 - Provided lively tours for foreign students and external customers

Post Retirement Intelligence Activities

- Independent Contractor for Central Intelligence Agency in Recruitment 2006-2007
Briefing, mentoring, and instructing applicants who have been selected into the hiring process

Non-Federal Experience

- Reference Librarian, National Public Radio 2005-2009
- Temporary employee/on call providing reference/research support to reporters and other staff at the Washington DC headquarters for NPR
 - Cataloger for the Broadcast Library/ temporary part-time employee/providing original cataloging for "Fresh Air" program from remote sites

- Reference Librarian, University of West Florida 1994 – 1996
- Electronic Resources librarian 2007- 2012
 - Teamed with History Department to teach required course on How to Research.
 - Planner and participant in moving the University's collection to a redesigned, expanded, and renovated facility. Planned with faculty and alumni office for the rededication ceremony of the John C. Pace Library in 1996.

Lynne C. Tobin

- Returned to UWF Pace Library in Fall 2007 and retired in May 2012 as part-time Reference Librarian, providing student and faculty research assistance and bibliographic instruction.

Education

Vassar College, Poughkeepsie, NY

University of Rhode Island, Kingston, RI

BA in History

Master of Library and Information Studies

Substantive Training and Awards

- Program on Creative Leadership, CIA
- NGA (NIMA) Leadership Challenge Program
- Special Librarians Annual Conference
- Military Librarians Workshop
- Contracting Officer Technical Representative Course
- Virtual Reference Desk Workshop

- **Federal Librarian of the Year, 2001** – conferred by the Federal Library and Information Center Committee at the Library of Congress for innovative leadership.
- Numerous Meritorious Unit Citations
- Numerous Exceptional Performance Awards
- Several Special Act Awards

Susan W. Hendrix

From: Illauna B. Brazwell
Sent: Friday, February 01, 2013 1:38 PM
To: Susan W. Hendrix
Cc: Marilyn D. Wesley
Subject: FW: CV for Rodney Guttman
Attachments: Rodney_Guttman_CV_UWF Feb 2013.doc

D1 nominee library board

Susan, attached is Professor Guttman's CV. Thanks.

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

From: Rodney Guttman [<mailto:rguttman@uwf.edu>]
Sent: Friday, February 01, 2013 12:09 PM
To: Illana B. Brazwell
Subject: CV for Rodney Guttman

Please find attached a copy of my most recent CV for consideration in regard to the Library Board of Governance.

Best regards,

Rodney

Rodney Guttman, Ph.D.
University of West Florida
Director, Center on Aging
www.uwf.edu/coa
Professor, School of Psychological and Behavioral Sciences
Building 41
11000 University Pkwy
Pensacola, Florida 32514
rguttman@uwf.edu
850-474-3449
fax - 850-857-6060

CURRICULUM VITA
Rodney P. Guttman, 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 Guttman, Ph.D.
Building 41
11000 University Pkwy
Pensacola, Florida 32514
rguttman@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

<u>Title</u>	<u>Date</u>	<u>Location</u>
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.
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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.
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- 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.
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- 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.
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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 Soka, 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, Bacongus, IR.J.E, Gleichman, A. **Guttmann, R.P.** Calpain mediated cleavage of NR2B. Oct. 2007. Society for Neuroscience.
- Chen, Q., Bogoy, 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 Bogoy, M. Activity-dependent cysteine protease profiling in Alzheimer's disease. Oct. 2006. Society for Neuroscience.
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- Day, G.A. 3rd and **Guttman, R.P.** Use of peptide-phage display to develop novel calpain inhibitors. Oct. 2005. College of Public Health Research Day.
- Guttman, 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., **Guttman, 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.
- Guttman, 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.
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- Neumar, R.W., Xu, Y.A., **Guttman, R.P.**, and Siman, R. Calpastatin Overexpression Reduces Free Radical-Mediated Neuronal Death. May, 2002. Academic Emergency Medicine.
- Guttman, R.P.** and Lynch, D.R. Calpain-mediated effects of NR2 subunit truncation within the NMDA receptor. Nov. 2001. Society for Neuroscience.
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systems. Nov., 1999. Society for Neuroscience Abstracts, 25:889.4.

Guttman, R.P. and Johnson, G.V.W.. Modulation of calpain activity in situ by oxidation. Nov., 1997 Society for Neuroscience Abstracts.

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Johnson, G.V.W., **Guttman, 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 **Guttman, R.P.**. Calcium-dependent proteolysis of the microtubule-associated protein tau: Modulation by site-specific phosphorylation. Sept., 1996. Journal of Neurochemistry, 66:S74.

Guttman, 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.

Guttman, 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

Guttman, R.P. "Multidisciplinary strategies for the prevention and treatment of frailty". 5th International Forum of Sports for All (IFSA), Xian, CHINA. October 2012

Guttman, R.P. Keynote address, "Clinical Trials in Alzheimer's disease". Alzheimer's Association, Meridian, MS. October 2012.

Guttman, R.P. "The coming of age in aging research". Area Agency on Aging (Area 1). May, 2012.

Guttman, R.P. "Current trends in Alzheimer's disease research". Covenant Hospice. June, 2012.

Guttman, R.P. "Accumulation of Inequality at the Cellular Level and Risk Modulation of Alzheimer's Disease". Gerontological Society of America. November, 2010.

Guttman, R.P. "Guide to better poster presentations". University of Kentucky, College of Medicine, Postdoctoral Advisory Committee. November, 2010.

Guttman, R.P. "Guide to better poster presentations". University of Kentucky, College of Medicine, Postdoctoral Advisory Committee. November, 2009.

Guttman, 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: <i>NOVEL PEPTIDES TO PREVENT NEURODEGENERATION FOLLOWING STROKE</i> . (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). Guttman-PI
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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 Ortiz, 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

Nov. 2011-present

March 2008-2011

Dec 2007-2011

July 2007-present

April, 2007

Judge, Science Olympiad. University of West Florida

"Your Senior Moment". WUWF 88.1 FM. Pensacola, Fl.

Judge, Central Kentucky Regional Science and Engineering Fair, Lexington, KY

Postdoctoral Research Day Judge, University of Kentucky

Member, Graduate Faculty, University of Kentucky

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

West Florida Public Library System

Library Board of Governance Member Search Application

By completing this form you are applying to serve on behalf of Escambia County on the Library Board of Governance.
(If the space provided to answer the questions is not sufficient, please feel free to use additional sheets of paper.)

1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.

Please see attached sheet.

2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions).

Please see attached sheet.

3. Please explain why you are interested in becoming a library trustee.

Please see attached sheet.

4. Please discuss briefly the goals and direction that should be important to this Board.

Please see attached sheet.

5. Please identify one thing you think the library currently does very well.

Please see attached sheet.

6. Please identify one thing that could be done to make library service even better is.

Please see attached sheet.

Human Resources Department Escambia County
850-595-3000
221 Palafox, Suite 200, Pensacola, FL 32533
TGTurner@myescambia.com

1 Serving as Escambia County Administrator and Pensacola City Manager I acquired two helpful perspectives of our Library System. During my tenure as City Manager the Council supported the Manager negotiated agreement with PJC which built the then new Tryon Branch Library on their campus and transferred ownership of College Blvd. This transfer resulted in a very healthy unification of their campus. We also automated the library catalogue system.

Both my County and City experiences gave me experience with library budgeting, staffing, operations and services. I have updated my personal awareness by visiting the library branches and meeting with senior library staff as a part of membership on the Blue Ribbon Task Force.

2. Pre-K education to mental health to indigent health care to planning the library's future to investment in professional development my resume details the community and State organizations on which I have had the privilege of serving. Now retired I have time to offer to serve on the Board of Governance at this critical time demanding startup period.

3. A decades' long passion for libraries and the difference they have made in my life and can in others is the overriding reason I submit this application. Beginning in 1948 when I started using the only library in our town of 4500 (in a County with more cows than people) I discovered the world a library opened. Our family, children and grandchildren have followed the same discovery path.

On the pragmatic side my public administration experience in our community brings a unique set of skills and experience which I submit will make a positive difference in the launching of this new and noble approach to library governance and service.

4. The paramount goal of the Board of Governance is establishing a bond of trust between the Board, the County Commission, its staff (and during the transition the City), the Library Administrator and its employees and the community. Through open and constructive communication that trust will bear fruit as the first and most pressing tangible deliverables comes forward the 2014 Library Budget.

The second goal is recommending to the Board of County Commissioners a Long Range Plan for the Library currently under development by the Blue Ribbon Task Force. The Plan should have a financial component—capital and operating—and serve as measuring stick for the success of the Governance Board following its adoption by the Commission.

A highly important direction for the Board is visibility. Board meetings should be held at each of the branches. Library town halls. use of the County's Public Information resources and outreaches to the houses of worship are among the means to move ins this direction.

5. Service through dedicated staff is a hallmark of our Library System. New or old facility, searching for books or how to use the computer, the staff patiently and professionally delivers.

6. Vigorously embrace the Library as an essential to our community's economic development success. The more complete our services from e-books to computer capacity to meet the needs of families are all fundamental.

Submitted by Rodney L Kendig

February 4, 2013

January 16, 2013

George Tourart
Interim County Administrator
Escambia County Board of Commissioners
221 Palafox Place, Suite 420
Pensacola, FL 32502

Dear George,

I respectfully submit my application for the West Florida Regional Library Board of Governance. I do so as a passionate believer in the impact libraries have on the minds of all ages, the difference which libraries can make in a person's career growth and the difference a contemporary library makes as an economic development asset.

With the historic step which the Commission has taken in assuming responsibility for our community's library system I welcome the opportunity to make it serve all of the people in every Commission District, in other words a true county wide system.

I am aware, from my experience in putting together the city/county water sewer system (Emerald Coast Utilities Authority), of the startup challenges and the significant time required to meet them. Because if this involvement I am especially sensitive to both the employees and system users' natural concerns about change.

I am retired and able to commit the hours necessary for a successful launching of this once in a lifetime chance to prove the benefits of functional consolidation. Drawing upon my 15 years in the private sector and 16 years in our County and City governments I look forward to applying that private and public service combination.

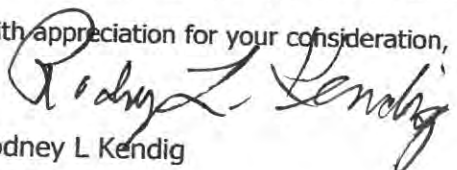
During my public sector experience I have worked with the Library System from the County and the City perspectives. Not only did I lead the team which brought the initial automation of the Library catalogue but also, supported by the City Council, saw the establishment of the original Lucy Tryon Branch Library in partnership with PJC. The partnership also resulted in the creation of a College Blvd which unified the campus

Working in both governments I have a firsthand understanding and experience with Florida governmental finance and budgeting. From scores of public budget hearings I have been a part of I know the Commission's responsibility and accountability to the tax payers including the new Library MSTU.

The role of the State Legislature and the Governor in the Florida's Library world in one I have worked with first hand. That is a connection which can be mutually beneficial.

Finally I share my belief that in the 21st Century the library is more than a book repository, as important as that function is. Today's and tomorrow's technology opens multiple means for our citizens to learn, train and grow. The Library's technology resources are also for many in our community the only place where such access can be found. I submit that is an exciting challenge as we continue to grow our community into the best place in which to live work and prosper.

With appreciation for your consideration,


Rodney L Kendig

Rodney L. Kendig

1088 Black Walnut Trail
Pensacola, FL 32514

email:rlkendig@aol.com
cell phone 850-712-8026

Education: *Program for Public Executives, Harvard University, Graduate Work, Government and Politics, University of Maryland (College Park), BA, Political Science, College of Wooster (Ohio)*

Affiliations: *International City/County Managers Association, Florida City/County Managers Association—Past President, American Society for Public Administration, Northwest Florida League of Cities, Gulf Coast Economics Club, Florida Chamber of Commerce*

Community Service: *2012 to Present, Member, West Florida Regional Library Blue Ribbon Task Force (Commission appointee); Chair, Escambia County Legislative Delegation Indigent Health Care Task Force (Delegation Appointee); Charter Member, Escambia County Early Learning Coalition; Member, Florida Partnership for School Readiness (Governor's Appointee); Member and Chairman, Lakeview Board of Directors; Member, Board of Directors, ARC Gateway; Member Sacred Heart Advisory Board*

Retired; Contract Resource Consultant (part time) —September 2011 to present

Senior Vice President, Baskerville-Donovan, Inc. June 1997 to September 2011 --Mr. Kendig's BDI responsibilities reflected his 40 years of working with local governments at the local, state and national level. He provided public administration and public finance services, as well as state and local liaison, grantsmanship and program development for clients. His first hand experience in reporting directly to elected officials provided BDI projects with a special awareness of the public nature of BDI's work. Mr. Kendig was responsible for assuring that all projects incorporate an awareness of the Public Records and Sunshine Laws.

Mr. Kendig's work has included funding assistance and public involvement for, ECUA Main Street WWTP relocation, Santa Rosa County Woodbine/Chumuckla PD&E study, project coordination for the Escambia County Central and 4-H Commerce Park Master Plans. He worked with Florida Legislature over the last ten years to obtain infrastructure funding; obtained loan from State Revolving Trust Fund for the Escambia Expressway feasibility study; liaisons for BDI projects with the University of West Florida, Pensacola Junior College and the Escambia County School District. Mr. Kendig provided the same function for the several projects for the Baptist Health Care Corporation.

In performing his project work Mr. Kendig has used his communication and team building skills to assure relationship between BDI staff and the local government's staff.

Executive Director, Florida Association of Counties - June 1994 to October 1995: Executive officer of a full service, voluntary association representing the members of the governing bodies of Florida's 67 counties; responsible for Legislative and administrative advocacy..

City Manager, Pensacola, Florida - June 1985 to June 1994: CEO of a \$125M, full service chartered municipal corporation providing a broad range of municipal services, not only to the 60,000 citizens of the incorporated area, but also to the 230,000 citizens in the unincorporated area. While working with ten member governing body and the 800 employees of the City of Pensacola, community leaders, and the citizens of Pensacola, major accomplishments included:

Completed major construction projects, including new city Hall, police headquarters, Pensacola Regional Airport (built entirely through fees derived from the users: airlines, car rental

companies, etc.), new Tryon Branch Library on PJC Main Campus along with transferring College Blvd to PJC allowing for unification of Main campus. and multi-use athletic complex.

Completed \$3.2M downtown streetscape project working the Community Redevelopment Agency utilizing Tax Increment Financing (TIF) funds.

Achieved first successful annexation through election in 15 years

Completed state required Comprehensive Plan, receiving a Florida Growth Management Award as the best overall plan for large cities in the State.

Implemented ongoing multi-million dollar annual Optional Gas Tax transportation program and Local Option Sales Tax Plan.

Established Small Business Enterprise (SBE) program.

Vice President, Southeastern Municipal Bonds – *November, 1984 to June 1985*

County Administrator, Escambia County, Florida – *October, 1978 to November 1984*

Deputy Executive Director, National Association of Counties, Washington, DC – *September 1963 to October 1978*

Library Board of Governance Member Search Application

Meke I. Posey

From: Thomas G. Turner
Sent: Friday, February 01, 2013 7:32 AM
To: Meke I. Posey
Subject: FW: Previous link....

From: steve [<mailto:smarvin43@aol.com>]
Sent: Thursday, January 31, 2013 6:37 PM
To: Thomas G. Turner
Subject: Previous link....

Since I copied myself on the previous communication that I sent to you re: the Library Governance Board, I see that the link only brings ME to a blank form.

I'll attempt to remedy that here:

1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.

During my retirement I published a novel that was selected as a Finalist in "Other Fiction" in the 2008 New Mexico Book Awards - I wish that I could report that it won, but I was honored nevertheless that it was a finalist.

2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions).

Served as a CASA (Court Appointed Special Advocate) - for abused/neglected children in Santa Fe, NM for 7 years as well as on their board of directors for the last two years of that span.

Served on the board of directors of KSFR Santa Fe Community Supported Public Radio for 7 years: from an annual budget of \$30k to a budget of \$450k - presently in excess, I believe, of \$600k.

Chaired a committee for four years for the Santa Fe County Board of County Commissioners: Corrections Advisory Committee - with oversight of both the Adult Detention and Juvenile Detention facilities.

Served on the board of directors and as the local chapter president of the ACLU of northern New Mexico for four years.

Was a Big Brother/NM for four years

Was a MENTOR/NM for two years

Was an active member of MENSA until 2010

Was a member of the Friends of the Santa Fe Public Library serving often as a cashier during multiple book sales.

3. Please explain why you are interested in becoming a library trustee.

Having recently moved to Pensacola I am interested in getting involved more deeply in the community. I am active presently in the local chapter of the ACLU where I have been invited to join the board.

I am active with the League of Women Voters Pensacola Bay Area chapter - where I have heard that I may be invited to serve on the board - just rumor for the time being.
I lunched today with Elizabeth (Betty) Vickers who, I believe, serves on the Library board and so when I saw this application felt that there was some aspect of Kismet about it and decided to fill it out.

4. Please discuss briefly the goals and direction that should be important to this Board.

I'm not familiar enough with the specific challenges that this board needs to overcome so I'll simply say that generally I think that the library needs to be as open and inviting to a diverse cross section of the community at large as possible. Children must be made to feel welcome as must seniors. Socio-economic borders should disappear and the library should be as much an inclusive community center as possible - serving city and county residents as equally and completely as possible.

5. Please identify one thing you think the library currently does very well.

During my visits to the Main library - the only one with which I have any experience - I find it very welcoming - airy and light and well stocked and helpful staff, etc. So currently, that is something that it does well - it presents itself as a community resource ready to assist citizens as it may. The ribbon-cutting ceremony seemed filled with optimism and possibility.

6. Please identify one thing that could be done to make library service even better is.

I can only say that this will hopefully reveal itself to me in some way in which I will be able to assist.

I hope that the above will be of help and welcome any clarification inquiries that you feel appropriate.

sincerely,

Steve Marvin
13 Audusson Avenue
Pensacola, Fl. 32507
Home: (850) 456-6777

Meke I. Posey

From: Thomas G. Turner
Sent: Friday, February 01, 2013 7:31 AM
To: Meke I. Posey
Subject: FW: Questionnaire Library Board of Governance
Attachments: Resume' Steve Marvin Dec. 2012.pages

From: Steve Marvin [<mailto:smarvin43@aol.com>]
Sent: Thursday, January 31, 2013 6:13 PM
To: Thomas G. Turner
Cc: smarvin43@aol.com
Subject: Questionnaire Library Board of Governance

<http://www.myescambia.com/sites/myescambia.com/files/articles/2013/Jan/Escambia%20County%20Seeks%20Applicants%20to%20Serve%20on%20Library%20Board%20of%20Governance/LibraryGovernanceQuestionnaire.pdf>

Attached please find a resume' and a completed form to be considered for membership on the Library Board of Governance.

While the form asks for experience and opinions there seems to be no page for applicant information.

My wife and I recently (May 2012) moved to Escambia County from Santa Fe, NM.

While she spent many years as a highly accredited RN, her back no longer permits her to be actively involved in health care and she exhibits her watercolors at Quayside Gallery locally.

We live just outside the City limits across the Bayou Chico bridge at the address below.

I am getting more involved in the local community as the responses on the questionnaire, should it open, will show.

Failing that, I am interested in being considered for one of the open positions and would welcome any contact regarding same.

Thank you,

Steve Marvin
13 Audusson Avenue
Pensacola, Fl
32507-2425
Home: 850-456-6777
Cel: 505-820-3334
smarvin43@aol.com

PS - I filled out and submitted electronically a similar questionnaire that I realized afterward was for the City's representative(s). Not being a resident of the City per se, I assume that they will dismiss that application and that is why I have tried to replicate it for the County.

What a mess of fonts and type sizes....please don't judge the applicant by the application.

Thank you.

Meke I. Posey

From: Thomas G. Turner
Sent: Friday, February 01, 2013 8:31 AM
To: Meke I. Posey
Subject: FW: Questionnaire Library Board of Governance

From: steve [mailto:smarvin43@aol.com]
Sent: Friday, February 01, 2013 8:28 AM
To: Thomas G. Turner
Subject: Re: Questionnaire Library Board of Governance

Mr. Turner,

Thanks for your prompt response.

Regarding the resume' is this of assistance? - DGA = Directors Guild of America and 1st AD = First Assistant Director

STEVE MARVIN

DGA 1st A.D. – December 2012

I began my career in feature films, working on:
How To Murder Your Wife, Richard Quine, Dir. –
A Thousand Clowns, Fred Coe, Dir.
The Swimmer – Frank Perry, Dir.
NY 1st Assistant Director on *Star*, Robert Wise, Dir.
NY 1st AD on *Hello Dolly*, Gene Kelly, Dir.
NY 1st AD on *The Sterile Cuckoo*, Alan Pakula, Dir.

Film Production Experience In: USA - many states incl. Hawaii. Italy, England, Scotland, Casablanca and Tangiers, Morocco

With a young wife and two infant children, features became too destructive to family. It was untenable for me to be gone for 4 – 6 months at a time and I turned to Commercials.

I was either Head of Production for, or a partner in, a half dozen very busy companies, in both New York and L.A., the last one of which, Associates & MARVIN was wildly successful and I retired at 45.

I moved to New Mexico where I bred and raced American Quarter Horses for the AQHA Triple Crown. Subsequently, I moved to Texas and opened Las Brisas Ranch, where I bred racing Thoroughbred bloodstock for sale in Lexington, Kentucky.

I moved back to Santa Fe, NM where I volunteered my time to organizations and causes that I deemed important and/or worthy.

Moved to Pensacola, Fl. May 2012

Member: Board of Dirs. - 8 yrs - KSFR 90.7 Santa Fe Public Radio
Board of Dirs. - Court Appointed Special Advocates - 7 yrs
Board of Dirs. - Prez - American Civil Liberties Union NM
Corrections Advisory Committee - Chairperson - 4 yrs.
County Commissioners)
Directors Guild of America - 1st AD/Unit Production Mgr.
Texas and New Mexico Real Estate Commissions
Various organizations including MENSA, the Friars Club, etc

(Santa Fe Board of

Volunteer: Big Brothers/Big Sisters - New Mexico - 5 years
MENTORS - NM
CASA

Author: *Approaching Loss* - Novel - Finalist 2008 NM Book Awards

Steve Marvin
13 Audusson Avenue
Pensacola, Fl. 32507
Home: (850) 456-6777

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

From: Thomas G. Turner <TGTURNER@co.escambia.fl.us>
To: Steve Marvin <smarvin43@aol.com>
Sent: Fri, Feb 1, 2013 7:37 am
Subject: RE: Questionnaire Library Board of Governance

Steve - Thanks for your application. I have the questionnaire and the emails but I have been unable to open the resume. What format or application is it written in? Can you send perhaps a PDF file or a Word document? If not, a printed version sent via mail would work. The address is:

Tom Turner
Human Resources Department
Escambia County
221 Palafox, Suite 200
Pensacola, FL 32502

Thanks.

From: Steve Marvin [mailto:smarvin43@aol.com]
Sent: Thursday, January 31, 2013 6:13 PM
To: Thomas G. Turner
Cc: smarvin43@aol.com
Subject: Questionnaire Library Board of Governance

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Thank you,

Steve Marvin
13 Audusson Avenue
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Home: 850-456-6777
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What a mess of fonts and type sizes....please don't judge the applicant by the application.

Thank you.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

West Florida Public Library System

Library Board of Governance Member Search Application

By completing this form you are applying to serve on behalf of Escambia County on the Library Board of Governance.

1. Please describe any qualifications (work experience, education, attributes, skills/training) that you feel would provide positive input to the work of the library board.

- AA – Business Communications, 1995 Tarrant County Junior College
- BA – Interdisciplinary Studies of Social Science, 2001 University of West Florida
- MSM – Masters in Science of Management, 2004 Troy State University
- Skilled strategist, analyst, and currently hold the position of Director, Market Research
- Adjunct Professor – University of West Florida, Strategic Management and Marketing of Health Care Organizations

2. Please describe any former or current public service activities and accomplishments in the community (school groups, service clubs, other board or commissions). All are volunteer roles

- Served as chair for National Hospice Workgroup 2010-2012
 - Focus – Strategy, education and marketing
- Volunteer Pensacola Little Theater 2006 – present
- Pensacola Beach Chamber member – 2013 – present
- Leadership Pensacola Alumni 2007
 - Class Project – Leap into Books; supported opening of West Pensacola branch
- Hospitality Round Table member - 2004

3. Please explain why you are interested in becoming a library trustee.

- As a perpetual student of life, I strongly believe in the legacy of libraries and how integral they are to community. I always enjoyed public libraries and am appreciative of the local advocacy and support of our community members to retain this treasure in Pensacola; I would like to give back and help build a sustainable library program for my home community.

4. Please discuss briefly the goals and direction that should be important to this Board.

- Sustainability
- Long-term funding programs
- Innovation
- Community engagement

5. Please identify one thing you think the library currently does very well.

- New facility

6. Please identify one thing that could be done to make library service even better is.

- Community engagement

Human Resources Department Escambia County

850-595-3000

221 Palafox, Suite 200, Pensacola, FL 32533

TGTurner@myescambia.com

BUSINESS | LEADERSHIP | MANAGEMENT

10+ years of experience analyzing trends and market research to influence policy decisions that result in progressive business development. Independent and critical thinker with innovative ideas that positively impact the bottom line. Specialties include leadership development, process engineering, marketing science and strategy, program development, integrated branding, complex data analysis and strategic planning. A well-rounded top performer who can be a key contributor in a high-energy, growth or start-up environment.

CORE COMPETENCIES

- Results oriented
- Aptitude for spotting trends
- Leadership development
- Experienced brand manager
- Analytical
- Resource optimization

KEY ACHIEVEMENTS

Business Development and Management

- Maintained #1 market ranking for Hospice in Florida service areas while experiencing increasing competitive forces, broad economic drivers, and legislative pressure.
- Increased organizational growth of Hospice three years in a row, despite new competitors and economic uncertainties in healthcare.
- Achieved growth-excel market with 12% increased penetration and 4% gain in market share for Tallahassee market in 2010.
- Served as Business Development Leadership Coach with Studer-Covenant Alliance.
- Managed over 30 staff across broad service area; two states and 50 counties.
- Established Diversity team targeting underserved populations, increasing penetration by 3% over 12 months.
- Increased business 4.3% in twelve months.

Marketing and Strategy

- Implemented communications program that produced \$800,000 in ad equivalent public relations in 2010 and over \$900,000.00 in 2011.
- Established Social Media presence to include, Blog, Twitter and Facebook page with over 1,600 followers.
- Established MarCom strategies for aligned and consistent messaging and brand management.
- Designed, developed and implemented comprehensive sales training and education program.
- Designed and implemented an Integrated Marketing Model focused on strategic growth objectives with measureable goals.
- Established brand strategy resulting in increased brand recognition by 2-9% in three years across two states and 50 counties.
- Captured over 6,000 referrals year over year.

PROFESSIONAL EXPERIENCE

Covenant Hospice, Pensacola, FL

Director, Market Research

VP of Marketing

VP of Business Development

Special Assistant to CEO

2013 - Present

2010 - 2012

2008 - 2009

2007 - 2008

Take lead role in assessing growth opportunities, gathering intelligence on industry and competitors, and planning marketing strategies for one of the largest NFP hospice providers in the nation. Research and analyze key business drivers and trends through qualitative analyses and advanced projection modeling. Translate data into actionable insights and clearly communicate findings to the Board of Directors, media and internal staff. Establish brand management controls to improve brand utilization, recognition and

recall. Responsible for budget to cover initiatives in 50 counties with annual cost savings outcomes.

Fishin Chix, LLC, Pensacola, FL

Marketing & Business Development Consultant / Owner

2006-Present

Founding member of national fishing organization for women. Performed all functions of business start-up, maintenance, and operations including product development, general creative, and trademark filing. Coordinated all marketing relations to help grow the company to 1,000 members in 20 states within 3 years. Responsible for event strategy, logistics and planning of "Pink Rubber Boots Ladies Fishing Rodeos," the largest women's in-shore fishing series in the U.S. Negotiated contracts with suppliers such as Legendary Marine and launched retail line carried in Sams, Walmart, Cabella's and other sporting good retailers. Negotiated rights with Cinemax, NBC, and other national interests and garnered national coverage in media outlets such as Today Show, More Magazine, and Southern Living.

Duncan McCall, Pensacola, FL

Marketing Manager

2004- 2007

Managed advertising campaign and budgets up to \$3 million dollars for agency clients. Maintained one-on-one contact with clients to develop and maintain business relationships. Collaborated video production, photography, casting and wardrobe.

McClure Dental Lab, Pensacola, FL

Business & Office Manager

2003-2004

Responsible for inventory management, process redesign, marketing, business development and policy implementation for growing dental practice.

The Counseling Center, Alamogordo, NM

Case Manager/ Housing and Employment Specialist

2002-2003

Performed emergency room and detention center crisis intervention, assessment and treatment planning. Responsible for client observation and behavioral analysis, group dual-diagnosis therapy, medication and money management and submit billable hours for services.

Lakeview Center Inc. DAART, Pensacola, FL

Residential Counselor/Assistant

2000-2002

Provided drug education and relapse prevention techniques for individuals and groups. HIPPA and JHACO compliance coordinator, implementing proper compliance procedures and education.

PROFESSIONAL ORGANIZATIONS

National Hospice Workgroup Marketing and Sales Forum

2010 - 2012

- Chair of group that represents 27 NFP Hospices (over 10% of total hospice business) in the nation.
- Chaired and coordinated three out-of-state national conferences in 2010, 2011, and 2012; adding exhibitor vendor program supplement in 2011.

EDUCATION / TRAINING

Master of Science Management/ Human Resource: Troy State University, Pensacola, FL, 2004

Graduate GPA 3.6 – Focus Business Strategy, Planning and Ethics

B.A., Interdisciplinary Studies of Social Science: University of West Florida, Pensacola, FL, 2001

Deans list and Honor Student 2000 - 2001

Professional Speakers Training: Terryl Buchtol - 2008

Leadership Pensacola (LEAP): Pensacola Chamber of Commerce Graduate - 2007

Studer Group Training: Leadership Evaluation Manager training and implementation TYYO (2007) and Studer Covenant Alliance End-of-Life Institute (2007, 2008)

Predictive Index Survey 2011: Technical / Analytical

COMMUNITY INVOLVEMENT

- Pensacola Little Theater Volunteer - Current
- American Marketing Assn. Member- 2012
- Member of PLT Guild – 2006- 200
- Member of D.I.B. - 2006
- Member of Hospitality Roundtable - 2004
- Member of FPRSA – 2004
- American Red Cross Volunteer – 2003

Available upon request.

REFERENCES



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3871

County Administrator's Report 12. 2.

BCC Regular Meeting

Discussion

Meeting Date: 02/21/2013

Issue: Agreement for Lobbyist Services Related to the Deepwater Horizon Oil Spill and RESTORE ACT PD 12-13.009

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Interim County Administrator to sign the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act, PD 12-13.009, to SCG Governmental Affairs, LLC, (Southern Consulting Group) for a period of 6 months, for a fee of \$4,000 per month, with options to extend for a maximum period of 36 months.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

BACKGROUND:

The request for proposals for Lobbyist Services for Escambia County for the Deepwater Horizon Oil Spill and RESTORE ACT was advertised in the Pensacola News Journal on December 17, 2012. Proposals were received from two firms on January 4, 2013. SCG Governmental Affairs - Southern Consulting Group was selected by the Review/Selection committee for recommendation for award on January 17, 2013.

BUDGETARY IMPACT:

[Funding: General Fund (001) - Cost Center 110201, Object Code 53101]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL, 1999, Chapter 46, Article II, purchases and contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the agreements and Purchase Order.

Attachments

Agreement

AGREEMENT FOR LOBBYIST SERVICES

THIS AGREEMENT is made this _____ day of February, 2013 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and SCG Governmental Affairs, LLC (hereinafter referred to as "Consultant"), a for profit limited liability company authorized to conduct business in the State of Florida, whose Federal Employer Identification Number (FEIN) is 59-3690854 and whose principal address is 201 South Monroe Street, Suite 300, Tallahassee, Florida 32301.

WITNESSETH:

WHEREAS, on December 17, 2012, the County issued a Request for Proposals (PD 12-13.009) seeking the professional services of a government relations firm to represent the County's interest with regard to any matters relating to the Deepwater Horizon Oil Spill incident, the RESTORE Act, settlement of fines and claims, allocation of restoration funds, and such other issues that may be identified by the County; and

WHEREAS, in response to the RFP, Consultant submitted to the County a proposal demonstrating that the Consultant is a government relations firm with the requisite expertise as a professional lobbyist representing clients before the Florida Legislature, including relevant committees, state officials and administrative agencies, and other applicable regulatory bodies; and

WHEREAS, the County desires to enter into an agreement with the Consultant for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. Consultant agrees to provide professional lobbyist representation to the County, as an independent contractor, for a term of six (6) months commencing upon Consultant's receipt of a Notice to Proceed from County. Prior to beginning the performance of services under this agreement, Consultant must first receive a written Notice to Proceed.

Upon mutual agreement of the parties, the initial term may be extended for up to five (5) additional six (6) month terms. In no event shall the term of this agreement exceed the duration of 36 months from the date of commencement.

3. Scope of Services. Consultant agrees to provide professional lobbyist services where such representation is requested by County, such services including, but not

limited to, the scope of services attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

Consultant agrees to direct questions regarding the County's services to the County Administrator or County Attorney unless otherwise directed by these individuals. Consultant agrees to use its best efforts in its representation of County. County understands that Consultant cannot guarantee certain results will be obtained.

Consultant agrees to use Lane Stephens as its primary lobbyist to represent the County. Due to the nature of the services to be provided by these individuals and the Consultant under this Agreement, such services shall not be assignable.

4. Compensation. In exchange for Consultant performing professional lobbyist services, the County agrees to pay Consultant a fee of twenty four thousand (\$24,000.00) dollars for the initial six month term. The fee shall be paid in monthly payments of four thousand (\$4,000.00) dollars inclusive of any travel expenses.

Consultant agrees any reimbursable travel expense requests in excess of the monthly fee of four thousand (\$4,000.00) dollars shall be pre-approved by the County Administrator or County Attorney.

Consultant further agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Consultant's records regarding reimbursable travel expenses upon reasonable notice.

5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. During the term of this Agreement, Consultant shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless

otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: SCG Governmental Affairs, LLC
Attention: Lane Stephens
201 South Monroe Street, Suite 300
Tallahassee, Florida 32301

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. 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.

12. Public Records. The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and SCG Governmental Affairs, LLC, signing by and through its Managing Partner, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

George Touart, Interim County Administrator

Witness: _____

Date: _____

Witness: _____

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ACA

Date: 2/7/13

CONSULTANT:
SCG GOVERNMENTAL AFFAIRS, LLC

By: Richard Reeves, Managing Partner

Witness: _____

Date: _____

Witness: _____

Exhibit A

Scope of Services

The Consultant shall represent the Escambia County Board of County Commissioners (County) before the Florida State Legislature, including its committees and subcommittees, and related state agencies, with regard to any matters relating to the Deepwater Horizon Oil Spill, and the RESTORE ACT, including, but not limited to, settlement and distribution of fines, claims, and restoration compensation, and any other issues that may be identified as priorities by the County.

Responsibilities:

Responsibilities of the Consultant shall include:

1. The Consultant will represent the County's interest in securing any and all available funds relating to the Deepwater Horizon Oil Spill and the RESTORE ACT, including, but not limited to, settlement and distribution of fines, claims, and restoration compensation from all potential funding sources.
2. The Consultant will advocate on the County's behalf before the Florida Legislature, including all committees and subcommittees, and related state agencies with regard to securing funding related to the Deepwater Horizon Oil Spill and the RESTORE ACT.
3. The Consultant will facilitate meetings on the County's behalf with state legislators, staff members, and relevant state agency representatives to exchange information and solicit advice on matters related to securing such funding.
4. The Consultant will attend all meetings (including, but not limited to, legislative, state agency, and county meetings) on behalf of the County where relevant issues of importance involving Deepwater Horizon Oil Spill restoration related compensation may be discussed and, when necessary, request attendance of County staff and/or the Commissioner designated by the Chairman for the Northwest Florida Oil Impact Coalition.
5. The Consultant will provide a monthly progress report to the County with regard to all relevant matters related to securing funding.
6. The Consultant will communicate to the County relevant priorities, background information, and data to assist the Consultant in advancing the County's efforts.
7. The Consultant will promptly alert the County of any pending issues that may require Board action in order to facilitate the County's recovery of available funding.
8. The Consultant will communicate directly with the County Administrator and the designated Commissioner on all activities involving Deepwater Horizon Oil Spill restoration related compensation.

9. Travel to Escambia County, when necessary, to meet with the Board and County staff for the development, review, and implementation of Deepwater Horizon Oil Spill restoration related issues. Travel other than the two annual required trips will be reimbursed in accordance with §112.061, Florida Statutes (2010). (The parties may utilize video and phone conference systems).
10. The Consultant will identify criteria for funding eligibility, which may require revising the existing scope of services.
11. The Consultant will demonstrate a keen understanding of County priorities, policy objectives, and supporting data as it relates to securing funding.

Revisions:

The County reserves the right to revise the Consultant's Scope of Service should the County's priorities evolve during the term of this Agreement.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3897

County Attorney's Report 12. 1.

BCC Regular Meeting

Action

Meeting Date: 02/21/2013

Issue: Settlement of Workers Compensation Claim Involving Eric Williamson

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Workers Compensation Claim Involving Eric Williamson

That the Board approve a washout workers compensation settlement for former corrections officer Eric Williamson in the amount of \$167,146.00. In exchange for this settlement, Mr. Williamson will execute a general release of liability on behalf of Escambia County.

BACKGROUND:

Eric Williamson is a 55 year-old former prison attendant who was hit by an inmate during an altercation resulting in injuries to both knees and his jaw. After prolonged complaints and multiple surgeries on the left knee, the employee had an episode in which he fell in the shower due to his knees giving way. He has additionally received treatment for low back pain. His treating physician placed him at maximum medical improvement on July 31, 2012, and assigned an 8.0% permanent impairment rating. Significantly, his physician also opined that Mr. Williamson is no longer capable of performing his job.

Escambia County's third-party adjuster estimates that the present day value of future indemnity benefits is \$289,142.00 and that future medical exposure is \$211,266.00 for a total future exposure of \$500,408.00. This washout workers compensation settlement of \$167,146.00 therefore significantly reduces the potential exposure of the Board to substantial future medical and indemnity benefits. It includes \$67,146.00 for a Medicare set-aside allocation. In exchange for this settlement amount, Mr. Williamson will execute a general release of liability on behalf of the County.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
