THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOMAFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED. <u>CHAMBER RULES</u>

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.

2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.

3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.

4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.

5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

<u>AGENDA</u>

Board of County Commissioners Regular Meeting – May 16, 2013 – 5:30 p.m. Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

- 2. Invocation Pastor Brian Kinsey, First Pentecostal Church.
- 3. Pledge of Allegiance to the Flag.
- 4. Are there any items to be added to the agenda?

<u>Recommendation</u> : That the Board adopt the agenda as prepared (or duly amended).

- 5. Commissioners' Forum.
- 6. Presentations:

A. The Proclamation extending support to Pensacola Sports Museum, Inc., in establishing the Pensacola Sports Museum and wishing the organization much success as they honor Northwest Florida's athletes and coaches; and

B. The Proclamation commending and congratulating Firefighter Baylen Payne on his selection as "Employee of the Month" for May 2013.

7. Proclamations.

Recommendation: That the Board adopt the following three Proclamations:

A. The Proclamation joining the Naval Aviation Museum Foundation in recognizing and commending Vice Admiral Hoewing for his dedication, inspiration, and tireless efforts to inspire, engage, and educate through aviation-inspired learning;

B. The Proclamation proclaiming the week of May 19 through May 25, 2013, as "Emergency Medical Services Week" in Escambia County, with the theme "EMS: One Mission. One Team." and commending the professionals who have dedicated their lives to emergency medical care; and

C. The Proclamation commending and congratulating the Escambia County Health Facilities Authority Board members and staff: Jim Hall, Chairman; Chris Brooks, Vice Chairman; CDR Mike Kohler, Secretary; Gene Franklin, Board Member; Keith Bullock, Board Member; Paula G. Drummond, Executive Director and General Counsel; and Virginia Yeagle, Authority CPA, for their dedication and service to the community and for making the National Association of Health and Education Facilities Finance Authority Spring 2013 Educational Conference a huge success.

8. Retirement Proclamations.

<u>Recommendation</u>: That the Board adopt the following two Retirement Proclamations:

A. The Proclamation commending and congratulating Linda S. Brooks, Senior Office Support Assistant, Development Services Department, on her retirement after 12 years of service; and

B. The Proclamation commending and congratulating Gwendolyn E. Darr, Relief Emergency Medical Specialist, Public Safety Department, on her retirement after 6 years of service.

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

<u>Recommendation</u>: 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. MAY 16, 2013
 10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Deerfield Estates Subdivision Street Lighting MSBU.

<u>Recommendation</u>: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Deerfield Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

11. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Providence Manor II Subdivision Street Lighting MSBU.

<u>Recommendation:</u> That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Providence Manor II Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

12. Committee of the Whole Recommendation.

TO BE DISTRIBUTED UNDER SEPARATE COVER.

13. 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. <u>Recommendation Concerning Acceptance of Reports Prepared by the Clerk</u> and Comptroller's Finance Department

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

A. Tourist Development Tax Collections Data for March 2013 returns received in the month of April 2013; this is the seventh month of collections for Fiscal Year 2012-2013; total collected for the March 2013 returns was \$690,988.82; this is an 11.69% increase over the March 2012 returns; total collections year to date are 7.51% higher than the comparable time frame in Fiscal Year and 2011-2012; and

B. The Investment Report for the month ended April 30, 2013, as required by Ordinance 95-13.

2. <u>Recommendation Concerning Acceptance of Documents Provided to the</u> <u>Clerk to the Board's Office</u>

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

A. The Okaloosa Gas District Public Facilities Report - April 24, 2013, and 2012 Annual Report - Okaloosa Gas District, as submitted by Anne Bauer, Vice President of Accounting and Finance, and received in the Clerk to the Board's Office on May 2, 2013; and

B. The Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements September 30, 2012 and 2011, as audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, submitted by Paula G. Drummond, Executive Director/General Counsel, and received in the Clerk to the Board's Office on May 6, 2013. AY 16, 2013
 Becommendation 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 May 2, 2013; and

B. Approve the Minutes of the Regular Board Meeting held May 2, 2013.

GROWTH MANAGEMENT REPORT

- I. Public Hearing
- 1. <u>5:45 p.m. A Public Hearing Concerning the Review of an Ordinance to adopt</u> <u>local administrative and technical amendments to the Florida Building Code</u>

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to include specific administrative and technical amendments to the 2010 Florida Building Code.

2. <u>5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Amending</u> <u>Article 10</u>

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to the Land Development Code (LDC) Article 10; to repeal and replace Article 10 in its entirety; to adopt a new Article 10; to adopt flood hazard maps and to designate a floodplain administrator; to adopt procedures and criteria for development in flood hazard areas.

II. Consent Agenda

1. <u>Recommendation Concerning the Scheduling of a Public Hearing</u>

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

Thursday, June 20, 2013

5:49 p.m. - A Public Hearing - Comprehensive Plan Text Amendment - CPA-2013-01 - Adoption

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. <u>Recommendation Concerning the Community Redevelopment Agency</u> <u>Meeting Minutes, April 18, 2013 - Keith Wilkins, Community & Environment</u> <u>Department Director</u>

That the Board accept for filing with the Board's Minutes, the April 18, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

2. <u>Recommendation Concerning the Longleaf C&D Disposal Facility - Patrick T.</u> Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for June 10, 2013, at 5:32 p.m., for consideration of the renewal of a Permit to Construct, Operate, Modify, or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility, for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

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

3. <u>Recommendation Concerning the Second Amendment to Prospective</u> <u>Purchaser Agreement between Escambia County and the State of Florida</u> <u>Department of Environmental Protection - Patrick T. Johnson, Solid Waste</u> <u>Management Department Director</u>

That the Board take the following action concerning the Second Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection (FDEP), changing the required date of Certification of Closure for the Saufley Field C&DD Landfill, from May 30, 2013, to November 30, 2013:

A. Approve the Second Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection; and

B. Authorize the Chairman to sign the Amendment.

4. <u>Recommendation Concerning the Request for Disposition of Property for</u> <u>the Emergency Medical Services Billing Office - Michael D. Weaver, Public</u> <u>Safety Department Director</u>

That the Board approve the Request for Disposition of Property Form, allowing the Public Safety Department to trade in a Sharp AR-M455N Digital Imager toward the purchase of a new digital imaging system for the Emergency Medical Services (EMS) Billing Office.

5. <u>Recommendation Concerning the Application for the Transportation</u> <u>Alternatives Program Funding for the Massachusetts Avenue Pedestrian</u> <u>Sidewalks - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action regarding the Application for Transportation Alternatives Program Funding for the Massachusetts Avenue Pedestrian Sidewalks:

A. Approve re-submittal of an Application for Transportation Alternatives Program Funding to the Florida-Alabama Transportation Planning Organization (TPO) for the construction of sidewalks along Massachusetts Avenue from Hollywood Avenue to Mobile Highway; and

B. Adopt a Resolution in support of the re-submittal of the Application for Transportation Alternative Program Funding for the construction of pedestrian sidewalks on Massachusetts Avenue, from Hollywood Avenue to Mobile Highway.

Pedestrian sidewalks are proposed in the Florida-Alabama Transportation Planning Organization (TPO), Bicycle/Pedestrian Plan. Federal funds are now available through a competitive application process to design and construct the Project. The proposed Project would construct new sidewalks along Massachusetts Avenue, from Hollywood Avenue to Mobile Highway, for a total of 2.5 miles. The annual submittal must include a Resolution supporting the Project adopted in conjunction with the approval to submit.

Federal and State funds are available for the higher priority projects as ranked by the TPO.

6. <u>Recommendation Concerning the Application for the Transportation</u> <u>Alternatives Program Funding for the Saufley Field Road Pedestrian</u> <u>Sidewalks - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action regarding the Application for Transportation Alternatives Program Funding for the Saufley Field Road (County Road 296) Pedestrian Sidewalks:

A. Approve re-submittal of the Application for Transportation Alternatives Program Funding to the Florida-Alabama Transportation Planning Organization (TPO) for pedestrian sidewalks on Saufley Field Road (County Road 296), from Mobile Highway (State Road 10A) to Naval Air Station (NAS) Saufley Field for a total of 1.87 miles; and

B. Adopt a Resolution in support of the re-submittal of the Application for Transportation Alternatives Program Funding for the Saufley Field Road (County Road 296) pedestrian sidewalks.

Pedestrian sidewalks are proposed in the Florida-Alabama Transportation Planning Organization (TPO), Bicycle/Pedestrian Plan. Federal funds are now available through a competitive application process to design and construct the Project. The proposed Project would construct new sidewalks on Saufley Field Road, from Mobile Highway to NAS Saufley Field for a total of 1.87 miles. The annual submittal must include a Resolution supporting the Project adopted in conjunction with the approval to submit.

Federal and State funds are available for the higher priority projects as ranked by the TPO.

7. <u>Recommendation Concerning the Conveyance of a Utility Easement to the</u> <u>Town of Century - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action concerning the conveyance of a Utility Easement (approximately 15 feet x 113 feet = 1,695 square feet or 0.04 acres) to the Town of Century on County-owned property located at 7991 North Century Boulevard:

A. Approve granting a Utility Easement (approximately 15 feet x 113 feet = 1,695 square feet or 0.04 acres) to the Town of Century on County-owned property located at 7991 North Century Boulevard;

B. Adopt a Resolution authorizing the conveyance of a Utility Easement (approximately 15 feet x 113 feet = 1,695 square feet or 0.04 acres) to the Town of Century on County-owned property located at 7991 North Century Boulevard; and

C. Authorize the Chairman or Vice Chairman to execute all necessary documents associated with the granting of the Utility Easement.

[All costs associated with accepting and recording the Utility Easement and Resolution will be borne by the Town of Century]

8. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Corrections Department - Gordon C. Pike, Corrections Department Director</u>

That the Board approve the two Request for Disposition of Property Forms for the Corrections Department for property which is described and listed on the Disposition Forms. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

9. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>State Attorney's Office - Charles Bourne, State Attorney's Office, Department</u> <u>Director</u>

That the Board approve the three Request for Disposition of Property Forms for the State Attorney's Office for 14 items of equipment, all of which are described and listed on the Request Forms, with reason for Disposition as stated. Due to the condition of the items, it is requested they be declared surplus and disposed of properly. MAY 16, 2013
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 10. Recommendation Concerning the Limited Waiver of the Escambia County
 <u>Noise Abatement Ordinance for an Outdoor Special Olympic Fund Raiser -</u> <u>T. Lloyd Kerr, AICP, Development Services Department Director</u>

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 beginning time from 10:00 a.m. to 8:00 a.m., and the ending time from 10:00 p.m. to 12:00 p.m., for the outdoor Special Olympic fund raiser being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, June 8, 2013, from 8:00 a.m. to 12:00 p.m.

11. <u>Recommendation Concerning the Request for Disposition and Reinstatement</u> of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the five Request for Disposition of Property Forms and the two Request for Reinstatement of Property Forms for the Public Works Department, indicating 17 items to be properly disposed of and two items to be reinstated, which are described and listed on the forms, with reasons for disposition/reinstatement stated.

The two items for reinstatement include a Pumper Truck, Property #501093, and a Pickup Truck, Property #502020, both of which were written off by Fire Services. It has been determined that the Pumper Truck could be repurposed into a Fuel Truck, saving the Roads Division the cost of a new one. Fire Services has agreed to give the Pumper Truck to the Roads Division. The current Fuel Truck, #51638, is a 2003 model which would normally have been replaced in 2010, and would have been submitted for replacement this year, at which time the Road Department would have requisitioned a new Fuel Truck.

The Pickup Truck, #502020, is due to be replaced, but was written off prematurely; it needs to remain in the fleet until a new vehicle is ordered and assigned by Fire Services.

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. All attached Forms have been signed by the requisite applicable authorities, including the Interim County Administrator.

II. Budget/Finance Consent Agenda

1. <u>Recommendation Concerning Budget Amendment #151 - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board take the following action concerning Budget Amendment #151 providing funding from the County's Community Redevelopment Agency (CRA) Fund for 14 temporary Equipment Operators to mow rights-of-way and pick up litter in the County CRA districts and providing funding for clean sweeps also within the CRA districts:

A. Authorize the creation of 14 temporary Equipment Operator II positions or contract positions to be used for various duties within the CRA districts; and

B. Approve Budget Amendment #151, Community Redevelopment Agency Fund (151), in the amount of \$240,000, moving funds from the Neighborhood Restoration Reserves to fund 14 temporary Equipment Operator II positions -\$160,000, and clean sweep operations within the County CRA districts -\$80,000.

2. <u>Recommendation Concerning Supplemental Budget Amendment #153 - Amy</u> Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #153, Other Grants and Projects Fund (110) in the amount of \$41,093, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Domestic Security Preparedness Project.

3. <u>Recommendation Concerning the Removal of Derelict Vessels and</u> <u>Associated Debris from Escambia River - Amy Lovoy, Management and</u> <u>Budget Services Department Director</u>

That the Board approve the Agreement Relating to Removal of Derelict Vessels and Associated Debris from Escambia River, PD 12-13.013, between Escambia County and Florida's Forest Recyclers, LLC, for the lump sum of \$68,498.

[Funding: Fund 110, Other Grants & Projects, Cost Center 220807, Object Code 53401]

4. <u>Recommendation Concerning A&E Services for the Escambia County Main</u> <u>Jail Modifications - Amy Lovoy, Management and Budget Services</u> <u>Department Director</u>

That the Board award a Lump Sum Contract to Bullock Tice Associates, per the terms and conditions of PD 12-13.019, for A&E Services for the Escambia County Main Jail Modifications, in the amount of \$649,692.80, and authorize the Interim County Administrator to sign the Agreement.

[Funding: Fund 352, LOST III, Cost Center 540115]

5. <u>Recommendation Concerning Pest and Rodent Control - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board award a three-year Contract, with two twelve-month extension periods not to exceed a total of 60 months, for the "Pest and Rodent Control Services, PD 12-13.035," to Florida Pest Control & Chemical Company, in accordance with the terms and conditions of the solicitation, in an estimated yearly amount of \$19,290, with funding available for the various Cost Centers and Fund Codes listed.

[Funding: Fund 001, General Fund, Facility Management Department, Cost Center 310203 - \$12,756, Object Code 53401, Total \$12,756; Fund 401, Solid Waste Fund, Solid Waste Management, Cost Centers: 230301 - \$240, 230307- \$120, & 230314 - \$480, Object Code 53401, Total \$840; Fund 001 & 352, 001 - General Fund & 352 - LOST III, Parks & Recreation Department, Cost Centers 350204 - \$360, 350229 - \$420, 350231 - \$240, Object Code 54301, Total \$1,020; Fund 143, Fire Protection Fund, Escambia County Fire and Rescue, Cost Center 330206 - \$2,682, Object Code 53401, Total \$2,682; Fund 175, Transportation Trust Fund, Road Prison, Cost Center 290202 -\$1,044, Object Code 53401, Total \$1,044; Fund 175, Transportation Trust Fund, Public Works and Roads, Cost Center 210402 - \$120, 210405 - \$372, Object Code 53401, Total \$492; Fund 114, Misdemeanor Probation Fund, Community Corrections, Cost Center 290301 - \$456, Object Code 53401, Total \$456] That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #12-20-0905, Specification #39, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions, and Section 46-64, Award approval and threshold authority, and award a Purchase Order for one 2013 Chevy Silverado 1500 Crew Cab 4WD Pickup, to Alan Jay Chevrolet Buick GMC Cadillac, in the amount of \$28,935, for the Solid Waste Management Department.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

7. <u>Recommendation Concerning Retaining the Law Firm of Lewis, Longman</u> <u>& Walker, P.A. to Represent the County - Patrick T. Johnson, Solid Waste</u> <u>Management Department Director</u>

That the Board authorize retaining the law firm of Lewis, Longman & Walker, P.A., to represent the County in matters related to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) and other environmental enforcement issues at the County Transfer Station (Palafox Street and Texar Drive Ammonia Site), at an hourly rate not to exceed \$255, with a \$25,000 cap. Any amount over \$25,000 would require additional Board action.

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230307]

8. <u>Recommendation Concerning the Purchase of One 2013 Chevy Silverado</u> <u>1500 Crew Cab 4WD Pickup, with Manufacturer Upgrade Package 1LT on</u> <u>Crew Cab, for the Solid Waste Management Department - Patrick T. Johnson,</u> <u>Solid Waste Management Department Director</u>

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #12-20-0905, Specification #39, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions, and Section 46-64, Award approval and threshold authority, and award a Purchase Order for one 2013 Chevy Silverado 1500 Crew Cab 4WD Pickup with Manufacturer Upgrade Package 1LT on Crew Cab, to Alan Jay Chevrolet Buick GMC Cadillac, in the amount of \$30,854, for the Solid Waste Management Department.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 56401]

9. <u>Recommendation Concerning the Saufley Field Road C&DD Landfill Closure</u> and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste <u>Management Department Director</u>

That the Board take the following action regarding the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project:

A. Approve and authorize the Chairman to sign the Assumption of Agreement between Escambia County, Florida, and Closure Turf, LLC, to Watershed Geosynthetics, LLC, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project; and

B. Approve and authorize the Interim County Administrator to execute a Purchase Order to Watershed Geosynthetics, LLC, in the amount of \$77,000, for the cost of the Surety Bond Including Risk Premium for the Escambia County Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project.

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

10. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> <u>and Lien Agreements for 302 Southeast Kalash Road - Keith Wilkins,</u> Community & Environment Department Director

That the Board ratify the following May 16, 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 302 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Janet R. Thompson, the owner of residential property located at 302 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,137 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.

11. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> and Lien Agreements for 214 Betty Road - Keith Wilkins, Community & <u>Environment Department Director</u>

That the Board ratify the following May 16, 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 214 Betty Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Gary E. Elowsky, the owner of residential property located at 214 Betty Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$920, 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.

That the Board ratify the following May 16, 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 1108 South Old Corry Field Road:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Gabriel C. Olsen, owner of commercial property located at 1108 South Old Corry Field Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,814, 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.

13. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> and Lien Agreements for 218 Payne Road - Keith Wilkins, Community & <u>Environment Department Director</u>

That the Board ratify the following May 16, 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 218 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Christine M. Rice, the owner of residential property located at 218 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$927 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.

That the Board ratify the following May 16, 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 3510 West Mobile Highway:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Bien Dong Oriental Market Corp of Pensacola, owner of commercial property located at 3510 West Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$1,500, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for replacing an existing free-standing sign and wall sign; and

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

15. <u>Recommendation Concerning Commercial Facade, Landscape, and</u> <u>Infrastructure Grant Program Funding and Lien Agreements for 3510 West</u> <u>Mobile Highway - Keith Wilkins, Community & Environment Department</u> <u>Director</u>

That the Board ratify the following May 16, 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 3510 West Mobile Highway:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Bien Dong Oriental Market Corp of Pensacola, owner of commercial property located at 3510 West Mobile Highway, Pensacola, Florida, in the Brownsville 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 replacing the front facade wall with stucco and upgrading the exterior doors; and

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

16. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> and Lien Agreements for 1319 Wilson Avenue - Keith Wilkins, Community & <u>Environment Department Director</u>

That the Board ratify the following May 16, 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 1319 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and David and Susan Myers, the owners of residential property located at 1319 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,247 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.

17. <u>Recommendation Concerning the 2012 State Homeland Security Grant</u> <u>Program, CFA 97.067, Subrecipient Agreement - Michael D. Weaver, Public</u> <u>Safety Department Director</u>

That the Board take the following action concerning the 2012 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida:

A. Approve the 2012 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida, providing Escambia County Fire Rescue funding in the amount of \$14,745, through Grant Number 13-DS-97-13-00-16-409, for Equipment Capability Retention of USAR and HazMat Equipment; and

B. Authorize the Chairman to sign the Agreement.

18. <u>Recommendation Concerning the Lake Stone Campground Facility</u> <u>Management Agreement - Michael Rhodes, Parks & Recreation Department</u> <u>Director</u>

That the Board approve the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole 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. <u>Recommendation Concerning the Acquisition of Property Located at 10836</u> <u>Lillian Highway from RL REGI Florida, LLC, for a Public Boat Ramp Facility -</u> <u>Joy D. Blackmon, P.E., Public Works Department Director</u>

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

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

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

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

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

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

Meeting in regular session on September 6, 2012, the Board approved the Recommendation to authorize staff to make an offer to RL REGI Florida, LLC,

to purchase three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway for the appraised amount of \$1,235,000, which is the higher of the two appraisals that staff obtained.

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

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

2. <u>Discussion Concerning Communication from Aletha Johnson for Property</u> <u>Located at 8500 Block Elbert Street and a Partial Release Request for a Code</u> <u>Enforcement Lien Against Property Located on 3623 North "R" Street -</u> <u>George Touart, Interim County Administrator</u>

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.)

COUNTY ATTORNEY'S REPORT

- I. For Action
- 1. <u>Recommendation Concerning the Rescheduling of a Public Hearing on June</u> 10, 2013, at 5:33 p.m., for Consideration of Repealing Chapter 46, Article V, Division 2, of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee.

That the Board authorize rescheduling a Public Hearing for June 10, 2013, at 5:33 p.m., to consider repealing Chapter 46, Article V, Division 2 of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee.

2. <u>Recommendation Concerning Recording and Executing Liens against</u> <u>RMC Rapid Management Company and NIT Management, Inc. for Fire</u> <u>Suppression Costs at Cove Landfill a/k/a Raymar Pit</u>.

That the Board take the following action against RMC Rapid Management Company and NIT Management, Inc. to recover fire suppression costs in the sum of \$267,477.86 with accrued interest, incurred by Escambia County on the real property known as Cove Landfill (a/k/a Raymar Pit) from January 22-28, 2013, pursuant to Part I, Section 82-20, Escambia County Code of Ordinances:

A. Authorize the Interim County Administrator or his designee to sign the attached Notices of Lien; and

B. Authorize the County Attorney's Office to record the Notices of Lien in the official records of Escambia County, Florida and to initiate foreclosure and execution proceedings in the Circuit Court of Escambia County, Florida.

3. <u>Recommendation Concerning a Washout Workers Compensation Settlement</u> for Former Employee Gina McNelly-Martin

That the Board approve a washout workers compensation settlement for former employee Gina McNeely-Martin in the amount of \$211,258.50, inclusive of attorney's fees and costs. An excess insurance carrier shall reimburse Escambia County for 100.0% of this settlement amount. In exchange for this settlement, Ms. McNeely-Martin shall execute a general release of liability on behalf of Escambia County AGENDA MAY 16, 2013

- 14. Items added to the agenda.
- 15. Announcements.
- 16. Adjournment.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Proclamations 7.

AI-4306BCC Regular MeetingMeeting Date:05/16/2013Issue:Adoption of ProclamationsFrom:George TouartOrganization:County Administrator's OfficeCAO Approval:County Administrator's Office

RECOMMENDATION:

Proclamations.

<u>Recommendation:</u> That the Board adopt the following three Proclamations:

A. The Proclamation joining the Naval Aviation Museum Foundation in recognizing and commending Vice Admiral Hoewing for his dedication, inspiration, and tireless efforts to inspire, engage, and educate through aviation-inspired learning;

B. The Proclamation proclaiming the week of May 19 through May 25, 2013, as "Emergency Medical Services Week" in Escambia County, with the theme "EMS: One Mission. One Team." and commending the professionals who have dedicated their lives to emergency medical care; and

C. The Proclamation commending and congratulating the Escambia County Health Facilities Authority Board members and staff: Jim Hall, Chairman; Chris Brooks, Vice Chairman; CDR Mike Kohler, Secretary; Gene Franklin, Board Member; Keith Bullock, Board Member; Paula G. Drummond, Executive Director and General Counsel; and Virginia Yeagle, Authority CPA, for their dedication and service to the community and for making the National Association of Health and Education Facilities Finance Authority Spring 2013 Educational Conference a huge success.

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

WHEREAS, Vice Admiral Gerald L. Hoewing began serving as the President and Chief Executive Officer of the Naval Aviation Museum Foundation in June 2006 and continued to serve there for nearly seven years; and

WHEREAS, Vice Admiral Hoewing, a retired Navy Admiral whose education, experience, and expertise helped the National Naval Aviation Museum expand to add Hangar Bay One which showcases rare, one-of-a-kind aircraft and museum exhibits, thereby preserving and promoting naval aviation heritage; and

WHEREAS, Vice Admiral Hoewing embraced National Science, Technology, Engineering, and Math (STEM) education initiatives by putting together an unparalleled program designed to foster student interest in STEM; and

WHEREAS, Vice Admiral Hoewing, through his leadership and imaginative efforts, propelled the National Flight Academy to the forefront, catching the attention of influential individuals and organizations nationwide; and

WHEREAS, Vice Admiral Hoewing was recently bestowed a Doctorate of Education Degree honoris causa from Purdue University for his exceptional attainment and merit in the field of education.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, joins the Naval Aviation Museum Foundation in recognizing and commending Vice Admiral Hoewing for his dedication, inspiration, and tireless efforts to inspire, engage, and educate through aviation-inspired learning. Vice Admiral Hoewing is an inspiration to us all, and the Board applauds his accomplishments.

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

WHEREAS, Emergency Medical Services (EMS) provide a vital public service; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, EMS plays a critical role in public outreach and injury prevention and is evolving its role as an important member of the healthcare community; and

WHEREAS, first responders, emergency medical technicians, and paramedics stand ready to provide compassionate, lifesaving care to those in need 24 hours a day, 7 days a week; and

WHEREAS, emergency medical responders are supported by emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, researchers, emergency nurses, emergency physicians, and others; and

WHEREAS, the members of EMS teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 19 through May 25, 2013, as

"EMERGENCY MEDICAL SERVICES WEEK"

in Escambia County, with the theme "EMS: One Mission. One Team." and commends the professionals who have dedicated their lives to emergency medical care.

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

WHEREAS, the Escambia County Health Facilities Authority (Authority) is a special purpose public corporation established pursuant to Florida Statute by the Escambia County Board of County Commissioners in March 1975 to provide qualified non-profit health care organizations with capital financing for their health facilities; and

WHEREAS, since 1975 the Authority has issued more than \$805 million dollars in 33 series of revenue and/or refunding bonds to finance or refinance projects for 12 separate healthcare organizations, the majority of which financing benefited local hospital systems and their affiliated facilities within the State of Florida; and

WHEREAS, the Authority is self-supporting and receives no federal, state, or local governmental funding and uses revenues generated by its financing activities and investment earnings to fund its operations; and

WHEREAS, the Authority established a charitable Grant Program in 2004 to increase funding available to local charitable organizations providing healthcare-related services to the residents of our community. Since 2004 the Authority has provided \$1.5 million in such Grants and has designated \$50,000 for its charitable Grant Program for Fiscal Year 2013; and

WHEREAS, the Authority is a member of the National Association of Health and Education Facilities Finance Authorities (NAHEFFA), whose purposes are to support access to low cost capital financing for nonprofit and governmental health and educational institutions and the common interests of its Issuing Authority members nationwide. The Escambia Authority was the first local Issuer to be invited to join NAHEFFA in 1996. Authority Executive Director Paula Drummond was recently elected to the NAHEFFA Board of Directors for a two-year term; and

WHEREAS, the Escambia County Health Facilities Authority hosted the NAHEFFA Spring 2013 Educational Conference at the Hilton Pensacola Beach, from April 15-17, 2013. Conference topics included tax reform efforts in Congress; the national economy; municipal securities regulatory efforts by the SEC, MSRB, and IRS; handling borrower defaults and bankruptcy, as well as several other topics. Two sessions highlighted the U.S. Navy presence in Pensacola. The Conference was an overwhelming success and was a significant economic event for Escambia County.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends the Authonty Board members and staff: Jim Hall, Chairman; Chris Brooks, Vice Chairman; CDR Mike Kohler, Secretary; Gene Franklin, Board Member; Keith Bullock, Board Member; Paula G. Drummond, Executive Director and General Counsel; and Virginia Yeagle, Authonity CPA, for their years of excellent service to the Authonity and to the community and for making the NAHEFFA Spring 2013 Educational Conference a huge success.

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 Circult Court

Deputy Clerk



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Proclamations

8.

AI-4304BCC Regular MeetingMeeting Date:05/16/2013Issue:Adoption of Retirement ProclamationsFrom:Thomas Turner, Department DirectorOrganization:Human ResourcesCAO Approval:Vertice Contemport

RECOMMENDATION:

Retirement Proclamations.

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

A. The Proclamation commending and congratulating Linda S. Brooks, Senior Office Support Assistant, Development Services Department, on her retirement after 12 years of service; and

B. The Proclamation commending and congratulating Gwendolyn E. Darr, Relief Emergency Medical Specialist, Public Safety Department, on her retirement after 6 years of service.

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:

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Attachments

051613 Ret Procs

WHEREAS, Linda S. Brooks worked as a County employee very faithfully for 12 years, retiring as a Senior Office Support Assistant with the Development Services Department, Building Inspections Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Linda S. Brooks for 12 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two Lumon J. May, Vice Chairman, District Three Wilson B. Robertson, District One Grover C. Robinson, IV, District Four Steven L. Barry, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Gwendolyn E. Darr worked as a County employee very faithfully for 6 years, retiring as a Relief Emergency Medical Specialist with the Public Safety Department, Emergency Medical Services Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Gwendolyn E. Darr for 6 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two Lumon J. May, Vice Chairman, District Three Wilson B. Robertson, District One Grover C. Robinson, IV, District Four Steven L. Barry, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4293	Public Hearings 10.
BCC Regular Meeting	
Meeting Date:	05/16/2013
Issue:	5:31 p.m. Public Hearing to Adopt the Deerfield Estates Subdivision Street Lightine MSBU Ordinance
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Deerfield Estates Subdivision Street Lighting MSBU.

<u>Recommendation</u>: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Deerfield Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

BACKGROUND:

The owners of the property contained in Deerfield Estates Subdivision have met the criteria established by the Board of County Commissioners for a MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

Petitions for creating the MSBU district were circulated in the subdivision. There are an estimated 61 properties, and of these, approximately 74% of the property owners signed the

petition in favor. This meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot is \$59.03 for the first assessment (which includes one time reserves), and \$53.66 in subsequent years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Deerfield Ordinance

ORDINANCE 2013-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE DEERFIELD ESTATES SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and the proposed Deerfield Estates Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution R2012-165, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Deerfield Estates Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 61 properties in this proposed district and the property owners in the Deerfield Estates Subdivision have submitted a petition to the Board of County Commissioners which contains signatures of greater than 55% of the total of such owners; and

WHEREAS, this total meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Deerfield Estates Subdivision.

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

<u>Section 1</u>: AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for

the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Section 2: SHORT TITLE. This Ordinance shall be known and referred to as the Deerfield Estates Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.

Section 3: DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. Base Rate shall mean the rate necessary to fund the costs of the Deerfield Estates Subdivision Street Lighting District divided by the total ERU's in the District.

B. Board shall mean the Board of County Commissioners of Escambia County, Florida.

C. Costs shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fces, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. County or Escambia County shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Deerfield Estates Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Deerfield Estates Subdivision Street Lighting District shall include the following:

A subdivision of a portion of Section 17, Township 1 South, Range 31 West, Escambia County, Florida classified by the Property Appraiser's records in Plat Book 16, Page 36 all properties, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein, and including parcels with property reference numbers 171S311102001002 and 171S311102000001.

F. Equivalent Residential Units (ERU's): A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. Fiscal Year shall mean the period of time between October 1st and September 30th.

H. Improvements: All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

1. Lot shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Deerfield Estates Subdivision.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

 K_{\cdot} Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Section 4. DISTRICT CREATED. There is hereby created within Escambia County the Deerfield Estates Subdivision Municipal Service Benefit Unit for the purpose of street lighting within the District.

<u>Section 5.</u> GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and dutics:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E, To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Section 6. LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot in the District, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. Commercial Lots' benefits from improved street lighting vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of

the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Section 7. SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERU's) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERU's by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2) at the rate set forth in Section 197.3632 (2), Florida Statutes as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Section 8. APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's nonad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

B. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

C. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the property owner the Board of county Commissioners finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

D. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

<u>Section 9.</u> SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

<u>Section 10.</u> INCLUSION IN THE OFFICIAL RECORDS. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 11. 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 of the Circuit Court

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as	to form
and legal sufficiency.	
and legal sufficiency. By: MAIM AM	al
Title: Alt	
Date: 4/29/13	

DESCRIPTION: (AS FURNISHED)

DESCRIPTION: (AS FORNISHED) BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP I SOUTH, RANGE 31 WEST, THENCE IN A WESTERLY DIRECTION A DISTANCE OF 105 FEET TO THE TRUE POINT OF BEGINNING, THENCE WESTERLY 509 FEET, THENCE IN A SOUTHERLY DIRECTION 3265.63 FEET THENCE IN AN EASTERLY DIRECTION 575.42 FEET ALONG THE LINE OF THE OLD SPANISH TRAIL, THENCE IN A NORTHERLY DIRECTION 3560.63 FEET TO THE POINT OF BEGINNING. CONTAINING 40 ACRES MORE OR LESS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP I SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY FLORIDA; THENCE GO SOUTH 89 DEGREES 51 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 105:00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 51 MINUTES 11 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 509.22 FEET; THENCE GO SOUTH 00 DEGREES 22 MINUTES 13 SECONDS WEST A DISTANCE OF 3285.35 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MOBILE HIGHWAY, STATE HIGHWAY NUMBER 10-A, U.S. HIGHWAY 90 (66' RIGHT-OF-WAY); THENCE GO SOUTH 61 DEGREES 47 MINUTES 37 SECONDS EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 570.78 FEET; THENCE GO NORTH 00 DEGREES 26 MINUTES 32 SECONDS EAST A DISTANCE OF 356.47 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 17, TOWNSHIP I SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 39.82 ACRES MORE OR LESS.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4294	Public Hearings 11.
BCC Regular M	leeting
Meeting Date:	05/16/2013
Issue:	5:32 p.m. Public Hearing to Adopt the Providence Manor II Subdivision Street Lighting MSBU Ordinance
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Providence Manor II Subdivision Street Lighting MSBU.

<u>Recommendation</u>: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Providence Manor II Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

BACKGROUND:

The owners of the property contained in Providence Manor II Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

The majority property owner, Pensacola Habitat for Humanity, owns approximately 93% of the 80 parcels and provided a letter of request to create the MSBU district. This meets the 55%

approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot is \$45.58 for the first assessment (which includes one time reserves), and \$41.43 in subsequent years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Providence Manor ordinance

ORDINANCE 2013-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE PROVIDENCE MANOR II SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and the proposed Providence Manor II Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution R2012-165, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Providence Manor II Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 80 properties in this proposed district and the primary property owners in the Providence Manor II Subdivision have submitted a letter of request to the Board of County Commissioners and this letter represents 93% of the total of such owners; and

WHEREAS, this total meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Providence Manor II Subdivision.

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

<u>Section 1</u>: AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for

the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Section 2: SHORT TITLE. This Ordinance shall be known and referred to as the Providence Manor II Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.

Section 3: DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. Base Rate shall mean the rate necessary to fund the costs of the Providence Manor II Subdivision Street Lighting District divided by the total ERU's in the District.

B. Board shall mean the Board of County Commissioners of Escambia County, Florida.

C. Costs shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. County or Escambia County shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Providence Manor II Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Providence Manor II Subdivision Street Lighting District shall include the following:

Being a single family residential subdivision of a portion of fractional section 42, Township 1 South, Range 30 West, Escambia County, Florida, classified by the Property Appraiser's records in Plat Book 19, Page 11, all properties excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.

F. Equivalent Residential Units (ERUs): A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. Fiscal Year shall mean the period of time between October 1st and September 30th.

H. *Improvements*: All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

1. Lot shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Providence Manor II Subdivision.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

<u>Section 4.</u> **DISTRICT CREATED.** There is hereby created within Escambia County the Providence Manor II Subdivision Municipal Service Benefit Unit for the purpose of street lighting within the District.

Section 5. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Section 6. LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot in the District, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. Commercial Lots' benefits from improved street lighting vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Section 7. SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorcm special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERU's) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERU's by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2) at the rate set forth in Section 197.3632 (2), Florida Statutes as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Section 8. APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's nonad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

B. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

C. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the property owner the Board of county Commissioners finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

D. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

<u>Section 9</u>. **SEVERABILITY**. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

<u>Section 10.</u> INCLUSION IN THE OFFICIAL RECORDS. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 11. 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 of the Circuit Court

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as to form and legal sufficiency.	1
Ey: <u>FAMIMAHUA</u> Title: ACA.	I
Date:	

•

DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 42, TOWNSHIP I SOUTH, RANGE 30 WEST, ESCANDIA COUNTY, FLORIDA: THENCE GO NORTH OD DEGREES 18 MINUTES OB SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 42 A DISTANCE OF 50.00 FEET TO A 6" DIAMETER CONCRETE MONUMENT LABLED GPLCO, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF MICHIGAN AVENUE "STATE ROAD NO. 296" (100" R/WY THENCE GO SOUTH BO DEGREES 39 MINUTES 26 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE & DISTANCE OF 543.73 FEET TO THE POINT OF REGINNING: THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES 26 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 590.37 FEET TO THE WEST LINE OF THE PARCEL OF LAND AS DESCRIDED IN DEED BOOK 334 AT PAGE 562 OF THE PUBLIC RECORDS OF SAID COUNTY. THENCE GO NORTH OD DEGREES 20 MIDNUTES 40 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 109L03 PEET TO THE NORTHWEST COMMER OF SAID PARCEL OF LAND AS DESCRIBED IN DEED BOOK 334 AT PAGE 562 OF THE PUBLIC RECORDS OF SAID COUNTY: THENCE GO NORTH BY DEGREES 28 MIDNITES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID PARCEL & DISTANCE OF 598.37 FEET, THENCE DEPARTIDUE THE AFORESAID NORTH LINE GO SOUTH OD DEGREES 20 MINUTES 40 SECONDS EAST & DISTANCE OF 1092.92 FEET TO THE POINT OF BEGINNING: THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 42, TOWNSHIP I SOUTH, RANGE 30 WEST, ESCANDIA COUNTY, FLORIDA AND CONTAINS 15.00 ACRES. SUBJECT TO AN EASEMENT TO GULF ROWER COMPANY RECORDED IN DEED BOOK 330, AT PAGE 212 AND OFFICIAL RECORDS BOOK 1160, AT PAGE 788 OF THE RULIC RECORDS OF ESCANATA COUNTY, FLORIDA.



Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-4320 BCC Regular Meeting Meeting Date: 05/16/2013 Issue: Committee of the Whole Recommendation From: Doris Harris, Deputy Clerk to the Board Organization: Clerk & Comptroller's Office

Recommendation:

Committee of the Whole Recommendation.

TO BE DISTRIBUTED UNDER SEPARATE COVER.

12.



Clerk of the Circuit Court and Comptroller, Escambia County

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

13.1.

Consent

AI-4297 Clerk & Comptroller's Report BCC Regular Weeting Meeting Date: 05/16/2013 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 two Reports prepared by the Clerk and Comptroller's Finance Department:

A. Tourist Development Tax Collections Data for March 2013 returns received in the month of April 2013; this is the seventh month of collections for Fiscal Year 2012-2013; total collected for the March 2013 returns was \$690,988.82; this is an 11.69% increase over the March 2012 returns; total collections year to date are 7.51% higher than the comparable time frame in Fiscal Year and 2011-2012; and

B. The Investment Report for the month ended April 30, 2013, as required by Ordinance 95-13.

Background:

Regarding the April 2013 Investment Report:

The total portfolio earnings for the month of April equaled \$140,775. The short term portfolio achieved an average yield of .16%. 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 1.14% and should be compared to the benchmark of the Merrill Lynch 1 - 5 Year Treasury Index yielding .233%. All investments included in the County's portfolio are in compliance with the County's Investment Policy.

<u>TDT</u> Investment Report Attachments



Clerk of the Circuit Court and Comptroller, Escambia County

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

MEMORANDUM

то:	Honorable Board of County Commissioners	CLERK OF	2013 MAY	CLERK OF
FROM:	Honorable Pam Childers,	COMMIS	10 F	CIRCUI
	Clerk of the Circuit Court and Comptroller	TISSIONERS	2:2	NTY.FL
DATE:	May 8, 2013	US TI	E	T
SUBJECT:	Tourist Development Tax (TDT) Collections			

RECOMMENDATION:

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

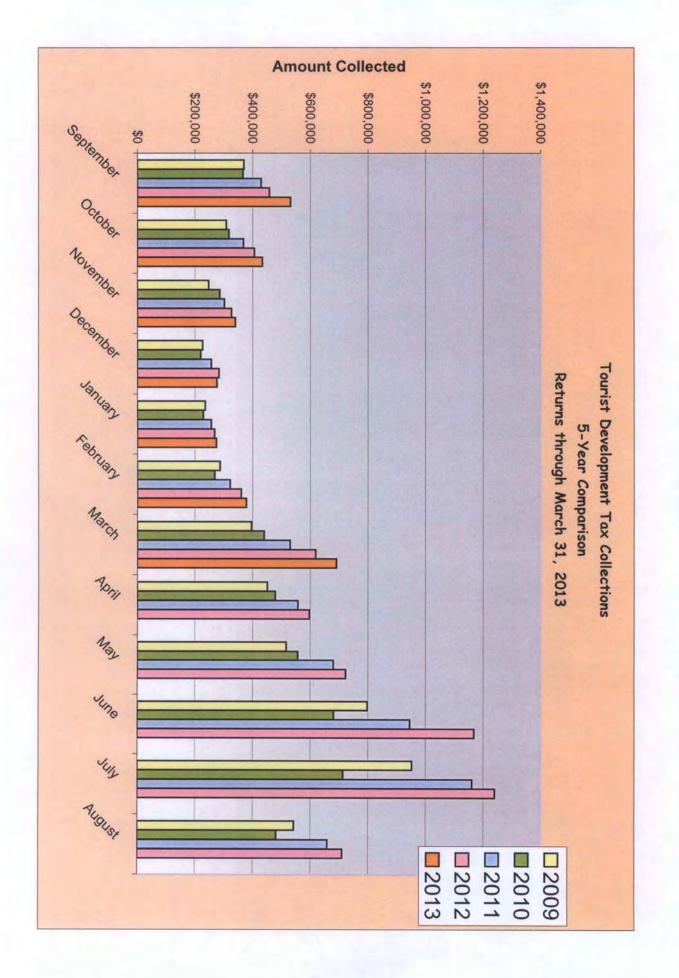
- ✓ Total collected for the March 2013 returns was \$690,988.82. This is a 11.69% increase over the March 2012 returns.
- ✓ Total collections year to date are 7.51% higher than the comparable time frame in Fiscal Year 2012.

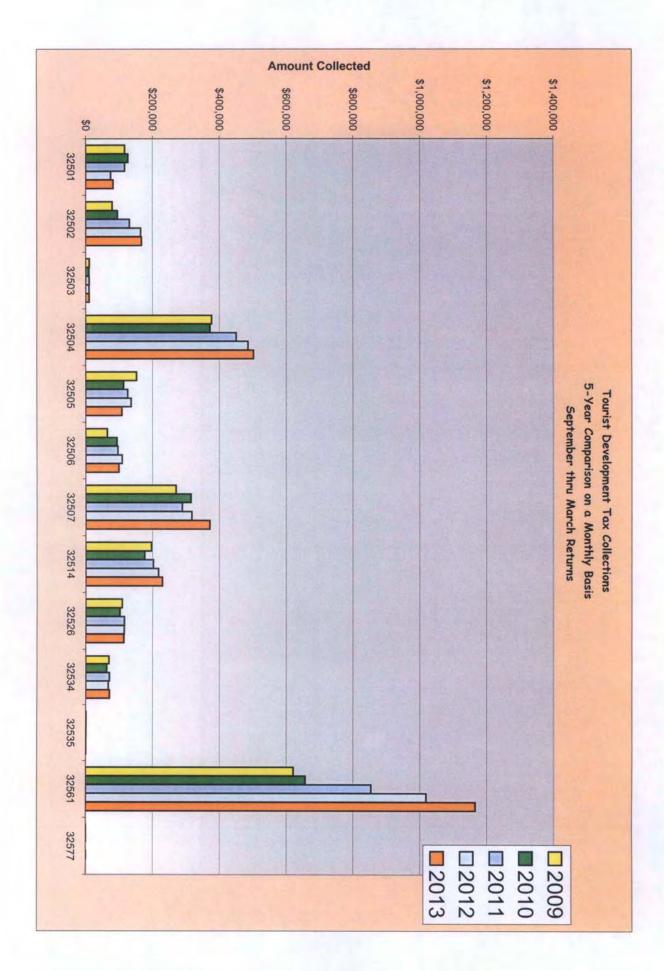
Please fee free to call me if you have any questions

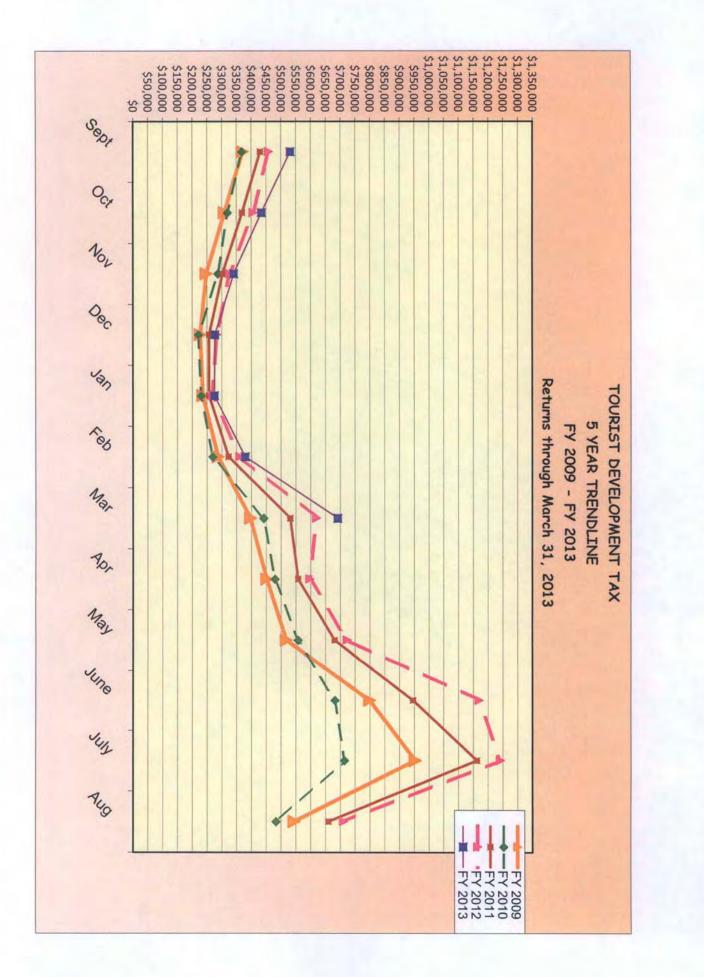
PC/jc

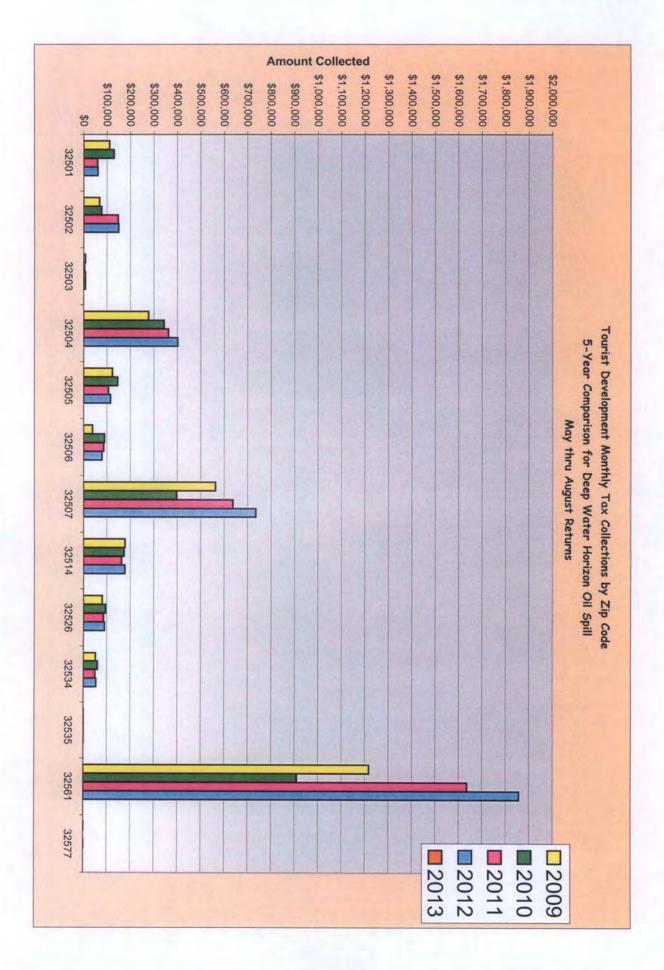
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA REPORTED IN FISCAL YEAR FORMAT ESCAMBIA COUNTY FLORIDA AS OF APRIL 2013

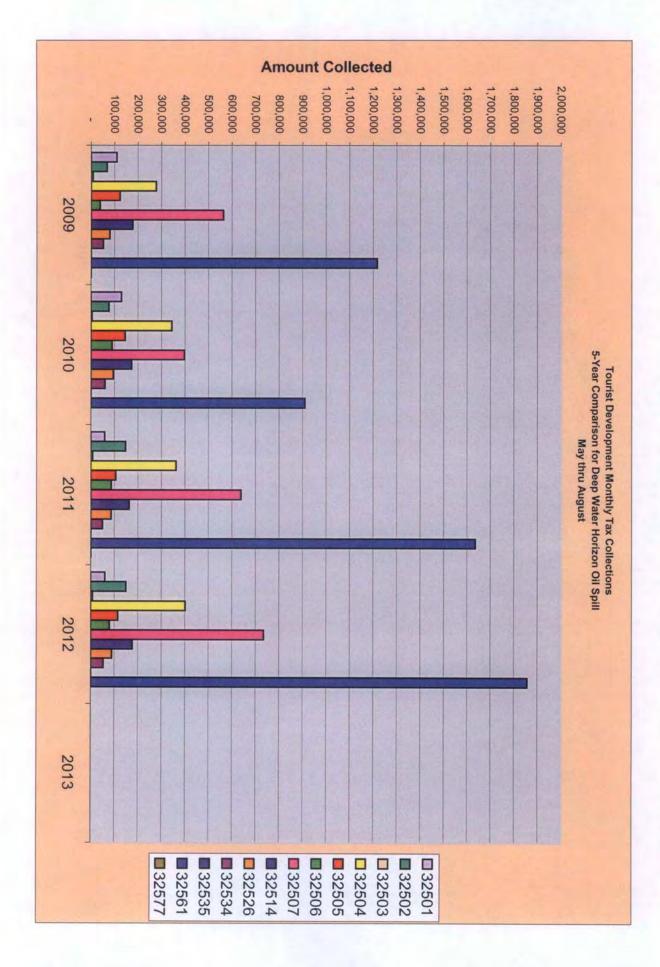
	Fiscal Year 2013	Fiscal Year 2012		
Zip	YTD Collected	YTD Collected		%
Code			Difference	Change
32501	82,631	75,252	7,379	10%
32502	167,629	165,298	2,331	1%
32503	10,780	10,199	581	6%
32504	502,042	485,753	16,289	3%
32505	108,863	136,343	(27,480)	-20%
32506	99,265	109,070	(9,805)	-9%
32507	371,501	317,815	53,686	17%
32514	229,649	217,978	11,671	5%
32526	114,335	115,039	(704)	-1%
32534	71,213	67,559	3,654	5%
32535	811	1,159	(348)	-30%
32561	1,165,891	1,018,303	147,588	14%
32562	-	-	-	0%
32577	86	625	(539)	100%
Total	\$ 2,924,696	\$ 2,720,393	\$ 204,303	8%











FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA ESCAMBIA COUNTY FLORIDA FISCAL YEAR 2013 AS OF APRIL 30 2013

	32501		32502		32503		32504		32505	
Month of Collection	Downtown	% 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	Area 12,661	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,148	2%	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%
02/13	8,723	3%	19,432	7%	1,309	0%	64,862	24%	9,884	4%
03/13	12,389	3%	22,357	6%	1,213	0%	64,860	17%	29,880	8%
04/13	19,196	3%	32,784	5%	2,301	0%	93,326	14%	31,839	5%
Total	\$ 82,631	3%	\$ 167,629	6% \$	10,780	0% \$	502,042	17%	\$ 108,863	4%

	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Bivd 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%
02/13	12.079	4%	28,330	10%	28,426	10%	15,751	6%	8,789	3%
03/13	12.212	3%	42.639	11%	27,706	7%	13,052	3%	9,101	2%
04/13	18,645	3%	110,233	16%	42,141	6%	17,954	3%	11,598	2%
Total	\$ 99,265	3%	\$ 371,501	13%	\$ 229,649	8% \$	114,335	4% \$	71,213	2%

				Zip (Sode					
	32535	T	32561		32562		32577			
	Century		Pensacola							
Month of	(Other)	% OF	Beach	% OF	Other	% OF	Molino	% OF	Total	% OF
Collection	Area	Total	Area	Total		Total	Area	Total	Month	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%
02/13	111	0%	76,910	28%	-	0%	-	0%	274,606	100%
03/13	82	0%	142,863	38%	-	0%	63	0%	378,416	100%
04/13	102	0%	310,848	45%	-	0%	23	0%	690,989	100%
Total	\$ 811	0% \$	1,165,891	40% \$	-	0% \$	86	0%	2,924,696	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA ESCAMBIA COUNTY FLORIDA FISCAL YEAR 2012 AS OF APRIL 30, 2012

	32501		32502		32503		32504		32505	
	·····				Cordova		Davis & Scenic Hwy		South of Michigan Av	
Month of	Downtown	% OF	Other Downtown	% OF	Mall & South	% OF	South of I-10 including	% OF	East of Mobile Hwy	% OF
Collection	Area	Total	Area	Total	Area	Total	Airport Area	Total	West of Pace Blvd	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%
02/12	9,900	4%	19,812	7%	1,322	0%	61,237	23%	15,166	6%
03/12	11,129	3%	23,863	7%	1,153	0%	70,802	20%	26,666	7%
04/12	13,857	2%	32,868	5%	2,001	0%	96,476	16%	32,046	5%
Total	\$ 75,252	3%	\$ 165,298	6% \$	10,199	0% \$	485,753	18%	\$ 136,343	5%

	32506		32507		32514		32526		32534	
Month of	Lillian Hwy & Highway 98	% OF	Bayou Chico to Perdido Key South	% OF	Palafox & Scenic Hwy North of	% OF	Mobile Hwy North of Michigan	% OF	I-10 & Pensacola	% OF
Collection	Area	Total	of Sorrento Area	Total	i-10 Area	Total	Avenue Area	Total	Bivd North Area	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%
02/12	12,784	5%	26,494	10%	24,125	9%	13,587	5%	7,496	3%
03/12	13.278	4%	37,429	10%	32,590	9%	15,693	4%	10,60 9	3%
04/12	23,616	4%	85,566	14%	44,393	7%	22,592	4%	14,619	2%
Total	\$ 109,070	4%	\$ 317,815	12%	\$ 217,978	8% \$	115,039	4% \$	67,559	2%

	32535		32561		32562		32577			
· · · · · · · · · · · · · · · · · · ·	Century		Pensacola							
Month of	(Other)	% OF	Beach	% OF	Other	% OF	Molino	% OF	Total	% OF
Collection	Area	Total	Area	Total		Total	Area	Total	Month	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%
02/12	-	0%	75,867	28%	-	0%	-	0%	267,790	100%
03/12	242	0%	116,748	32%	-	0%	100	0%	360,302	100%
04/12	186	0%	250,450	40%	-	0%	-	0%	618,669	100%
Total –	\$ 1,159	0% \$	1.018.303	37% \$	-	0% \$	625	0%	\$ 2,720,393	100%

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

\$2,193,521	\$1,848,592 \$2,040,295 \$2,193,52	\$1,848,592	\$1,596,169	\$1,553,005	\$1,440,085 \$1,572,609 \$1,736,664 \$1,582,857 \$1,648,744 \$1,553,005 \$1,596,169	\$1,582,857	\$1,736,664	\$1,572,609	\$1,440,085		TOTAL
518,242	464,002	397,690	330,261	297,195	344,151	328,479	312,491	261,605	313,139	MAR	APR
283,812	270,226	241,571	201,473	215,131	227,362	212,686	225,806	205,903	221,737	FEB	MAR
205,954	200,843	192,262	171,885	176,773	180,694	179,184	205,121	201,031	142,928	JAN	FEB
207,117	212,164	192,546	164,750	169,734	163,665	179,798	198,766	208,669	143,891	DEC	JAN
254,898	244,845	226,459	214,475	185,367	206,205	212,939	229,491	214,278	182,428	NON	DEC
325,198	304,579	276,214	238,423	231,361	238,591	224,646	262,261	232,619	211,517	ОСТ	NON
\$398,300	\$343,637	\$321,850	\$274,902	\$277,444	\$288,077	\$245,125	\$302,728	\$248,504	\$224,446	SEP	ОСТ
2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	Month Of	Collection
										For The	Month Of
				4-2013	COLLECTED 2004-2013	COL					
			LARS	IST TAX DOLI	THREE (3%) PERCENT TOURIST TAX DOLLARS	REE (3%) PEF	TH				

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

\$731,174	\$680,099	\$616,198	\$532,056	\$517,668	\$549,581	\$527,619	\$575,972	\$520,061	\$465,158	TOTAL	
172,747	154,667	132,563	110,087	99,065	114,717	109,493	103,411	86,518	100,682	MAR	APR
94,604	90,075	80,524	67,158	71,710	75,787	70,895	74,453	68,324	71,404	FEB	MAR
68,651	66,948	64,087	57,295	58,924	60,231	59,728	67,836	66,731	46,458	JAN	FEB
69,039	70,721	64,182	54,917	56,578	54,555	59,933	65,960	69,486	46,802	DEC	JAN
84,966	81,615	75,487	71,492	61,789	68,735	70,980	76,287	71,106	59,544	NON	DEC
108,399	101,526	92,072	79,474	77,120	79,530	74,882	87,266	77,125	68,243	OCT	NON
\$132,767	\$114,546	\$107,283	\$91,634	\$92,482	\$96,026	\$81,708	\$100,760	\$80,772	\$72,025	SEP	OCT
2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	Month Of	Collection
										For The	Month Of
				2013	COLLECTED 2004-2013	COLLE					
			DOLLARS	ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLAI	PERCENT TO	ONE (1%) F	\DDITIONAL	4			



Clerk of the Circuit Court and Comptroller, Escambia County

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

A 8:5

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM:

Honorable Pam Childers

Clerk of the Circuit Court and Comptroller

DATE: May 8, 2013

SUBJECT: April 2013 Investment Report

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended April 30, 2013 as required by Ordinance 95-13.

The total portfolio earnings for the month of April equaled <u>\$140,775</u>. The short term portfolio achieved an average yield of <u>.16%</u>. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding <u>.05%</u>. The core portfolio achieved an average Yield to Maturity at Cost of <u>1.14%</u> and should be compared to the benchmark of the Merrill Lynch 1 - 5 Year Treasury Index yielding <u>.233%</u>.

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

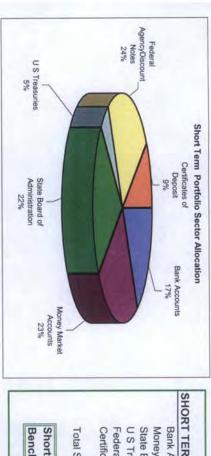
If you have any questions or comments, please do not hesitate to call me at 595-4310.

PC/cam



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT PORTFOLIO SUMMARY REPORT FISCAL YEAR 2012-2013 April 30, 2013





		0.05%		Benchmark S&P GIP Index 30 Day:
98,778	0.16% YTD Earnings:	0.16%		Short Term Portfolio Yield:
100%	105,938,101 \$ 105,930,436	105,938,101	69	Total Short Term Portfolio Assets:
9%6	10,000,000	10,000,000		Certificates of Deposit
24%	24,994,155	25,000,000		Federal AgencyDiscount Notes
5%	4,998,180	5,000,000		U S Treasuries
22%	23,123,715	23,123,715		State Board of Administration
23%	24,903,939	24,903,939		Money Market Accounts
17%	\$ 17,910,446	17,910,446	\$	Bank Accounts
FEICEIII	Mainet Value	Fai vaiue		SHOKI TERM PORTFOLIO (Maturities Sof - to Treat).

50%	Federal Agency					L L L	1	Corporate Commercial Paper Federated Govt US Treasury
CORE Portfolio Yield to Maturity at Market: Benchmark Merrill Lynch 1-3 Yr Treasury Index: Benchmark Merrill Lynch 1-5 Yr Treasury Index:	CORE Portfolio Yield to Maturity at Cost:	Total Managed CORE Assets:	Federated Govt Money Market Fund	Commercial Paper	Corporate Notes/Muni Bonds	Federal Agency Bond/Note	US Treasury Bond/Notes	LONG TERM CORE PORTFOLIO (Maturities > 1 Year):
		63					\$	
0.45% 0.101% 0.233%	1.14%	100,786,325 \$	41,325	3,050,000	25,305,000	50,380,000	22,010,000	Par Value
	1.14% YTD Earnings:	\$ 103,681,901	41,325	3,049,131	26,385,023	51,674,221	\$ 22,532,201	Market Value
	\$ 1,031,302	100%	0%	3%	25%	50%	22%	Percent

Current Month Earnings: Total Portfolio:

Year to Date Earnings:

140,775

-

206,724,426 \$

209,612,337

-

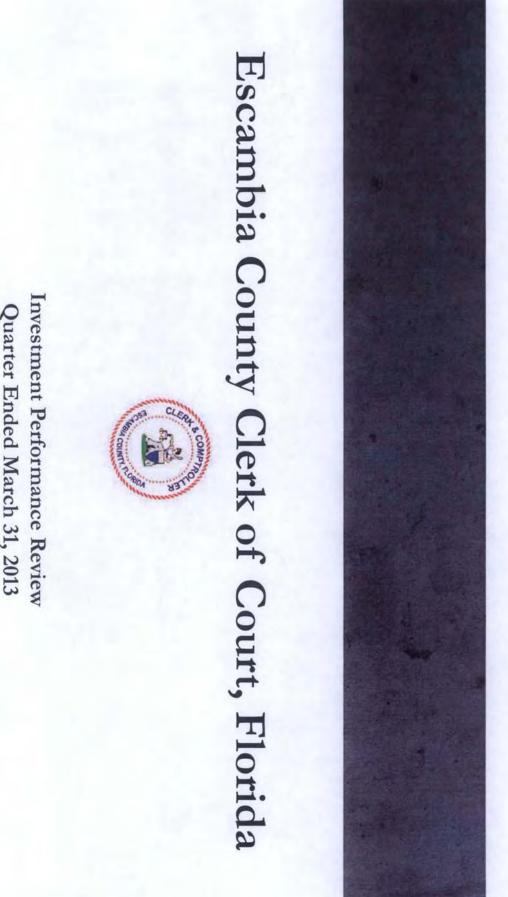
-

1,130,081

INVESTMENTS PORTFOLIO COMPOSITION ESCAMBIA COUNTY, FLORIDA

April 30, 2013

Security Description BANK ACCOUNTS: BANK OF AMERICA (DEPOSITORY) BANK OF AMERICA (SHIP) BANK OF AMERICA (DDA) MSSB-FHLB MSSB-FHLB MSSB-FHLB MSSB-FNMA TOTAL MSSB CANTOR-FHLB TOTAL CANTOR BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT SUNTRUST NOW (MONEY MKT) ACCOUNT SERVISFIRST MONEY MKT) ACCOUNT TOTAL MONEY MARKET ACCOUNT BBVA COMPASS TOTAL BBVA COMPASS BANK U. S. TREASURIES: STATE BOARD OF ADMINISTRATION Acct #141071 TOTAL STATE BOARD OF ADMINISTRATION CANTOR FITZGERALD-TBILL TOTAL EQUITY IN INVESTMENTS AS OF: TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF: CERTIFICATES OF DEPOSITS: FEDERAL INSTRUMENTALITIES: MATURED UNITED STATES TREASURIES SERVISFIRST TOTAL SERVISFIRST BANK INTEREST RECEIVABLE AS OF: TOTAL FEDERAL INSTRUMENTALITIES TOTAL BANK ACCOUNT TOTAL CERTIFICATES OF DEPOSITS TOTAL INVESTMENTS TOTAL EQUITY IN INVESTMENTS AS OF: 313385LN4 313385JF4 313385KK1 313589NH2 6702284714 313385LR5 912795Z87 171033 Number 11/30/2012 10/17/2013 11/30/2012 12/17/2012 12/17/2012 12/17/2012 11/16/2012 12/17/2012 Purchase Date 4/30/2013 4/30/2013 4/30/2013 4/30/2013 8/24/12 9/10/2013 7/17/2013 8/14/2013 10/23/2013 8/16/2013 9/13/2013 Maturity Date 8/23/13 Interest or Coupon Rate ECR .45% ECR .45% ECR .45% 0.13% 0.15% 0.11% 0.12% 0.13% 0.25% 0.15% 0.08% 0.30% 0.45% 0.13% 0.22% Yield to Maturity 0.45% 0.13% 0.13% 0.25% 0.15% 0.11% 0.12% 0.13% Š ₹₹\$ ₹ ₹ Ş Face Value 9,774,571 5,105,079 10,024,289 24,903,939 17,188,578 683,534 38,334 5,000,000 5,000,000 5,000,000 20,000,000 23,123,715 23,123,715 105,938,101 17,910,446 10,000,000 5,000,000 25,000,000 5,000,000 5,000,000 5,000,000 5,000,000 Market Value 4/30/2013 17,188,578 683,534 38,334 9,774,571 5,105,079 10,024,289 24,903,939 105,930,436 4,998,715 4,999,570 4,999,125 4,998,055 19,995,465 23, 123, 715 23, 123, 715 5,000,000 5,000,000 24,994,155 17,910,446 4,998,690 10,000,000 4,998,180 4,998,180 Book Value 4/30/2013 17,188,578 683,534 38,334 210,383,276 104,438,430 9,774,571 5,105,079 10,024,289 24,903,939 105,944,846 105,923,771 4,997,250 4,998,824 4,998,250 4,996,841 19,991,165 23,123,715 23,123,715 24,988,728 5,000,000 5,000,000 10,000,000 17,910,446 4,997,563 4,996,949 4,996,949 21,06 Percentage Actual 100.00% 23.59% 21.83% 23.51% 16.91% 9.44% 4.72% Portfolio Limit 100.00% 100.00% 25.00% 20.00% 20.00% Percentage Issuer 18.87% 9.23% 4.82% 9.46% 4.72% 4.72% 4.72% Limit 25.00% 10.00% 10.00% 10.00% 10.00% 10.00% 25.00%



Quarter Ended March 31, 2013

Investment Advisors

Steven Alexander, CTP, CGFO, Managing Director D. Scott Stitcher, CFA, Senior Managing Consultant Richard Pengelly, CFA, Senior Managing Consultant Gregg Manjerovic, CFA, Portfolio Manager Rebecca Geyer, CTP, Senior Analyst

PFM Asset Management LLC

North Front & Market Streets Harrisburg, PA 17101-2044 One Keystone Plaza, Suite 300 717-232-2723 • 717-233-6073 fax

Orlando, FL 32801 300 S. Orange Avenue, Suite 1170 (407) 648-1323 fax (407) 648-2208

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Section C Section B Asset Allocation Chart Executive Summary & Long Term Portfolio Performance

March 31, 2013 PFM Month-End Statement (statements are available online at www.pfm.com)

Tab III.

material is for general information purposes only and is not intended to provide specific advice or recommendation. public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This This material is based on information obtained from sources generally believed to be reliable and available to the The information contained in this report is not an offer to purchase or sell any securities.

Escambia County Clerk of Court, Florida

Investment Report - Quarter Ended March 31, 2013

TAB I

Escambia County Clerk of Court, Florida

Summary

- In the first quarter of 2013, investors flocked to relatively riskier assets fueled a search for additional yield. (such as corporate bonds and equities) as loose global monetary policy
- The U.S. housing market continued to strengthen, and the unemployment rate fell to 7.6%.
- slower growth for the second half of the year. The domestic economy has continued to experience moderate growth, but some economists believe that the federal budget cuts that went into effect March 1 (also known as the sequestration) may lead to

Economic Snapshot

- Housing starts have averaged more than 900,000 a year in the first quarter, up more than 25% over 2012 but still much lower than in the boom years. Home sales and housing prices are also significantly above recession levels.
- 0.7% in February—a fourth straight increase that was due in part to According to the U.S. Commerce Department, consumer spending rose slightly above expectations. February after a big downturn in the prior month. Both numbers were higher gas prices. Meanwhile, personal income grew by 1.1% in
- of 2012, while forecasts for first-quarter growth are in the 2%-3% U.S. gross domestic product (GDP) grew by 0.4% in the fourth quarter range
- uncertainty. The banking crisis in Cyprus, Italy's difficulties creating a prices. Once again, heightened concerns about the euro zone caused a the euro lower against the U.S. dollar and supported U.S. Treasury new government, and weakness in many European economies pushed Euro-zone economies struggled with recession and political flight to quality late in the quarter.

Investment Report - Quarter Ended March 31, 2013

Interest Rates

- Interest rates rose modestly during the quarter across longer-term fears counteracted the move higher. maturities, while the flight to quality stemming from euro-zone
- The markets shrugged off the start of the federal budget months, interest rates may be pushed toward recent lows. economy feels growing stress from budget cuts in the coming sequestration as they did the "fiscal cliff" in December, but if the
- The Federal Reserve (Fed) remained committed to keeping shortmonth in addition to its monthly purchases of \$40 billion in Agency zero. The Fed also continued to buy \$45 billion in Treasuries each term rates at record-low levels, pegging short-term rates near mortgage-backed securities (MBS).

Sector Performance

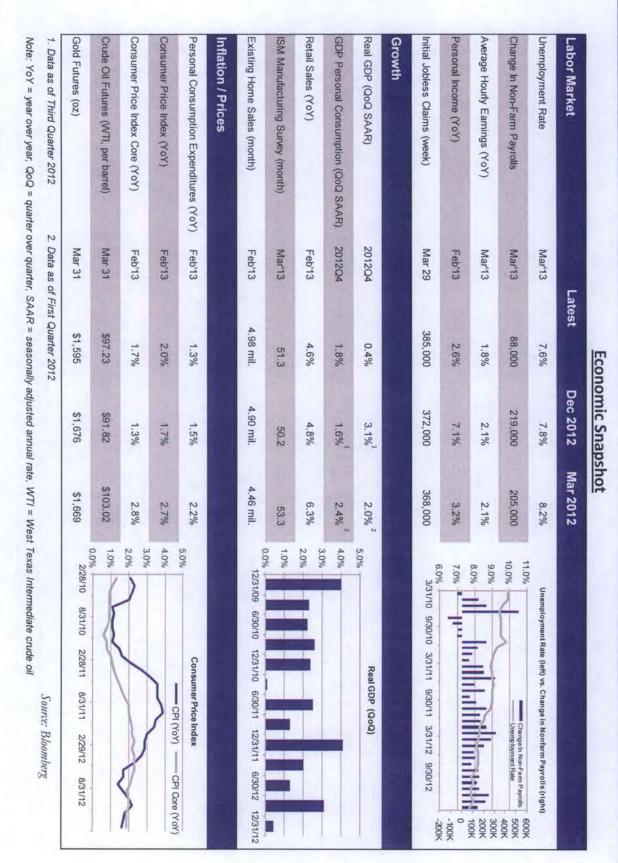
- selection has been important, as certain corporate sectors (such as quarter, as spreads narrowed to post-credit-crisis lows. Security High-quality corporate bonds continued to perform well for the Financials) performed particularly well.
- After incurring losses in the fourth quarter of 2012 due to performers for the quarter. municipal bonds roared back to life in the first quarter of 2013 concerns that their tax-exempt status might be curtailed, These securities, along with corporate bonds, were the top
- with similar-maturity Treasuries. contributing little or no additional performance when compared Supply scarcity and historically tight spreads resulted in Agencies
- expectations that the Fed's buying program would continue for the underperformance, bolstered by the upturn in housing values and MBS foreseeable future recovered somewhat after their fourth-quarter

PFM Asset Management LLC for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities. The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC (PFMAM) at the time of distribution and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFMAM cannot guarantee its accuracy, completeness, or snitability. This material is

Section A-1

Section A-2

PFM Asset Management LLC



Investment Report - Quarter Ended March 31, 2013

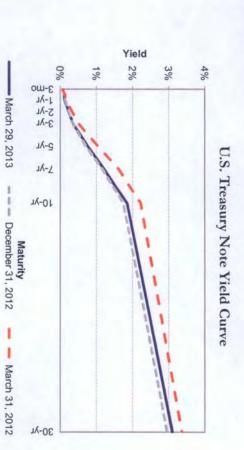
Escambia County Clerk of Court, Florida

PFM Asset Management LLC

Source: Bloomberg

Maturity	3/31/13	12/31/12	Change over Quarter	3/31/12	Change over Year
3-month	0.07%	0.09%	(0.02%)	0.11%	(0.04%)
1-year	0.13%	0.14%	(0.01%)	0.22%	(0.09%)
2-year	0.28%	0.27%	0.00%	0.35%	(0.07%)
5-year	0.79%	0.74%	0.05%	1.07%	(0.28%)
10-year	1.93%	1.81%	0.12%	2.28%	(0.35%)
30-vear	3.10%	2.94%	0.16%	3.33%	(0.23%)

Investment Report - Quarter Ended March 31, 2013



Yield

1.5%

5

2.0%

2.5%

U.S. Treasury Note Yields

1.0%

0.0% + 3/31/12

6/30/12

9/30/12

12/31/12

3/31/13

I.

- - 2-Year

..... 5-Year

- 10-Year

0.5%

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Interest Rate Overview

Escambia County Clerk of Court, Florida

3-mo 3-yr 3-yr 2-AL Yield Curves as of 3/31/2013 7-yr 10-AL ۱ ١ 52-*λ*ι ۱ 1 30-AL

Yield

3%

2%

1%

0%

-U.S. Treasury -

-- Federal Agency --

Industrial Corporates, A Rated

Maturity

4%

5%

Section A-4

Section A-5

PFM Asset Management LLC

Source: Bloomberg

Returns for periods greater than one year are annualized	
tor penods greater than one year are annualized	Returns
penods greater than one year are annualized	tor
greater than one year are annualized	penods
than one year are annualized	greater
one year are annualized	than
year are annualized	one
are annualized	year
annualized	are
	annualized

	As of 3/31/2013	31/2013	Returns fo	Returns for Periods ended 3/31/2013	3/31/2013
	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.87	0.25%	0.12%	0.64%	1.24%
Federal Agency	1.71	0.32%	0.11%	0.67%	1.37%
U.S. Corporates, A-AAA rated	1.99	0.90%	0.44%	2.75%	2.93%
Agency MBS (0 to 3 years)	1.81	1.29%	0.01%	1.19%	2.84%
Municipals	1.82	0.51%	0.45%	1.05%	1.63%
1-5 Year Indices		A STATEMENT			
U.S. Treasury	2.73	0.39%	0.15%	1.26%	2.36%
Federal Agency	2.38	0.47%	0.14%	1.19%	2.04%
U.S. Corporates, A-AAA rated	2.86	1.18%	0.58%	4.05%	4.23%
Agency MBS (0 to 5 years)	2.81	1.96%	(0.03%)	1.88%	3.82%
Municipals	2.55	0.71%	0.65%	1.68%	2.48%
Master Indices		and the second			
U.S. Treasury	5.95	1.01%	(0.26%)	3.23%	5.41%
Federal Agency	3.82	0.89%	0.05%	2.51%	3.72%
U.S. Corporates, A-AAA rated	6.79	2.39%	(0.18%)	6.88%	7.45%
Agency MBS	3.23	2.02%	(0.07%)	1.91%	4.17%
Municipals	7.51	2.62%	0.52%	5.61%	6.56%

Investment Report - Quarter Ended March 31, 2013

B of A Merrill Lynch Index Returns

Investment Report - Quarter Ended March 31, 2013

TAB II

Investment Report - Quarter Ended March 31, 2013

Executive Summary

PORTFOLIO STRATEGY

- The Clerk's Long Term Portfolio is of high credit quality and invested in U.S. Treasury, Federal Agency, high quality corporate municipal, and commercial paper securities.
- V PFM continued to actively manage the Long Term Portfolio during the first quarter and found value in the market, taking advantage quarter. PFM is continually in the market monitoring for opportunities to add value to the Portfolio. of market inefficiencies or changes in economic outlook. As a result the Portfolio realized over \$214,000 in gains on sales during the
- V The Long Term Portfolio's quarterly total return performance was 0.22%, outperforming the benchmark's performance of 0.15% by 0.07%. Over the past year, the Portfolio earned 1.45%, versus 1.26% for the benchmark.
- > Interest rates for short maturity Treasuries (3 years or less) barely budged during the quarter as the Federal Reserve's zero interest quarter at 0.25%, fluctuated no higher than 0.29% and no lower than 0.23%, before ending the quarter at 0.24% for a net change of rate policy on overnight lending continued to anchor the front end of the yield curve. Yields on two year Treasury Notes started the -1 basis point.
- > Intermediate maturity Treasuries (5 10 years) saw a little more intra-quarter volatility as stronger economic data in the US and then fell back to 0.78% at the end of the quarter as the Cyprus bailout became more chaotic. Ten year yields reached 2% for bond yields lower. Five year Treasury notes began the year at 0.72%, climbed as high as 0.91% on strong February Retail Sales encouraged yields higher and unfolding developments in the European debt crisis and consequent demand for safe assets drove the first time in a year.
- > Corporate bonds had a solid quarter, as superior performance came from both income return due to the larger coupon and capital gains due to spread narrowing. The latter reflects the Federal Reserve's objective to move investors out of cash and into capital markets further evidenced by the stock market's recent new all-time high.
- V Moderate economic expansion has so far corresponded to job growth only slightly faster than population growth. Therefore the unemployment rate should only come down slowly and the consensus still expects the Fed to continue their monthly purchases of Treasury and Agency bonds through 2013 although the Fed may taper the amount somewhat.
- V Besides Fed purchases, ongoing issues in the Eurozone such as Italy's failure to form a government post-election will keep reserves that require Treasury bonds to absorb their U.S. dollars. Treasury bonds bid among European investors as well as export-oriented economies in Asia with growing foreign-exchange
- V Treasuries and Agency bonds will benefit from rolldown as the yield curve is expected to steepen when yields on longer maturity bonds drift higher and shorter maturity yields are more or less tethered by the Fed's zero interest rate policy. At current yield spreads, however, Agencies offer little value over Treasuries.
- V As always, we strive to maintain safety of principal and appropriate liquidity, while maximizing value through careful, prudent active outlook or specific opportunities that arise. management. Our strategy will remain flexible and may change in response to changes in interest rates, economic data, market

Section B - 2

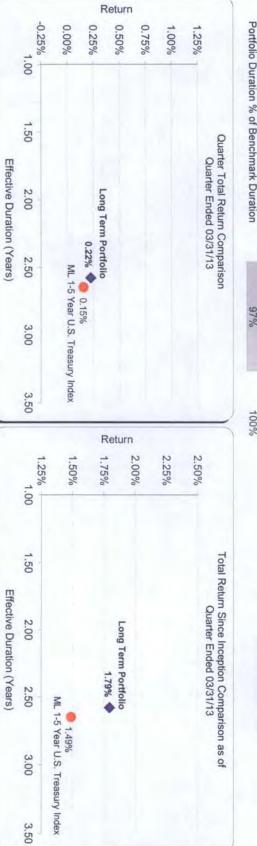
Market Value

Total Portfolio Value^{1,2}

Long Term Portfolio Performance

Escambia County Clerk of Court, Florida

Amortized Cost	\$104,505,854.44	\$103,769,755.66				
Total Return 123/45/87.8	Quarterly Return March 31, 2013	Calendar Year to Date	Last 12 Months	Last 2 Years	Last 3 Years	Since Inception September 30, 2010
Long Term Portfolio	0.22%	0.22%	1.45%	2.58%	NIA	1.79%
Merrill Lynch 1-5 Year U.S. Treasury Index	0.15%	0.15%	1.26%	2.19%	NIA	1.49%
Effective Duration(Years) ⁴	March 31, 2013	December 31, 2012		Yields	March 31, 2013	December 31, 2012
Long Term Portfolio	2.58	2.65		Yield at Market	0.51%	0.49%
Merrill Lynch 1-5 Year U.S. Treasury Index	2.65	2.65		Yield at Cost	1.15%	1.22%
Detfails Direction 0/ of Depaktment Direction	1070/	4000/				



Notes:

1. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.

2. End of quarter trade-date market values of portfolio holdings, including accrued interest.

3. Performance on trade date basis, gross (i.e., before fees), is in accordance with The CFA Institute's Global Investment Performance Standards (GIPS).

4, Mernil Lynch Indices provided by Bloomberg Financial Markets.

5. Quarterly returns are presented on an unannualized basis.

5. Includes money market fund/cash in performance and duration computations

7. Returns presented for 12 months or longer are presented on an annual basis.

8. Past performance is not indicative of future results.

PFM Asset Management LLC

9 Benchmark noted in the County's investment policy

March 31, 2013 December 31, 2012 \$105,930,123.15 \$105,493,851.22

Investment Report - Quarter Ended March 31, 2013

Section B - 3

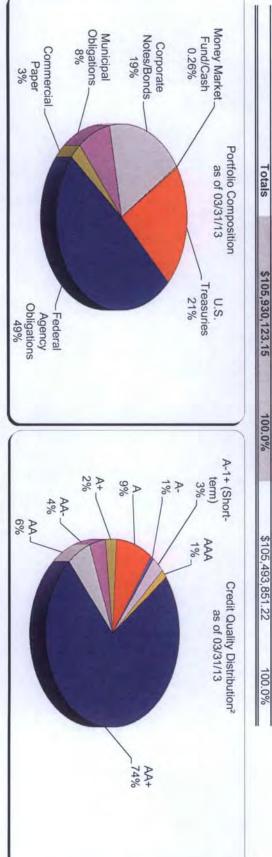
PFM Asset Management LLC



1. End of quarter trade-date market values of portfolio holdings, including accrued interest.







	\$105,493,851.22	100.0%	\$105,930,123.15	Totals
	34,028.34	0.3%	273,642.38	Money Market Fund/Cash
	0.00	0.0%	0.00	Mortgage Backed
	0.00	0.0%	0.00	Corporate Notes-FDIC Insured
	15,739,050.87	18.8%	19,877,264.49	Corporate Notes/Bonds
	8,484,555.06	8.1%	8,534,582.56	Municipal Obligations
	0.00	0.0%	0.00	Repurchase Agreements
	0.00	0.0%	0.00	Bankers Acceptances
	0.00	0.0%	0.00	Certificates of Deposit
	0.00	2.9%	3,048,645.80	Commercial Paper
	52,943,097.20	48.8%	51,655,845.28	Federal Agencies
	\$28,293,119.75	21.3%	\$22,540,142.64	U.S. Treasuries
% of Portfolio	December 31, 2012	% of Portfolio	March 31, 2013	Security Type'

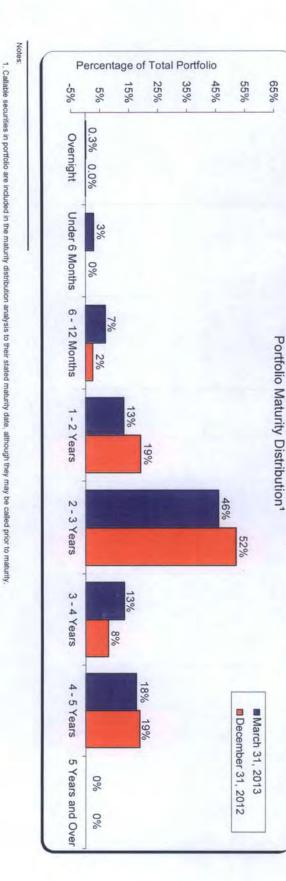
Investment Report - Quarter Ended March 31, 2013

Escambia County Clerk of Court, Florida

Long Term Portfolio Composition and Credit Quality Characteristics

Section B-4

PFM Asset Management LLC



Escambia (
County
Clerk of Court, Florida
Court,
Florida

Long Term Portfolio Maturity Distribution Overnight (Money Market Fund) Maturity Distribution Under 6 Months 6 - 12 Months 1 - 2 Years March 31, 2013 14,020,529.63 7,266,579.17 3,048,645.80 \$273,642.38 December 31, 2012 20,061,027.07 2,633,151.30 \$34,028.34 0.00

5 Years and Over

Totals

\$105,930,123.15

\$105,493,851.22

4 - 5 Years 3 - 4 Years 2 - 3 Years

18,545,822.65

19,729,287.06 8,275,593.25

0.00

0.00

48,571,996.39 14,202,907.13

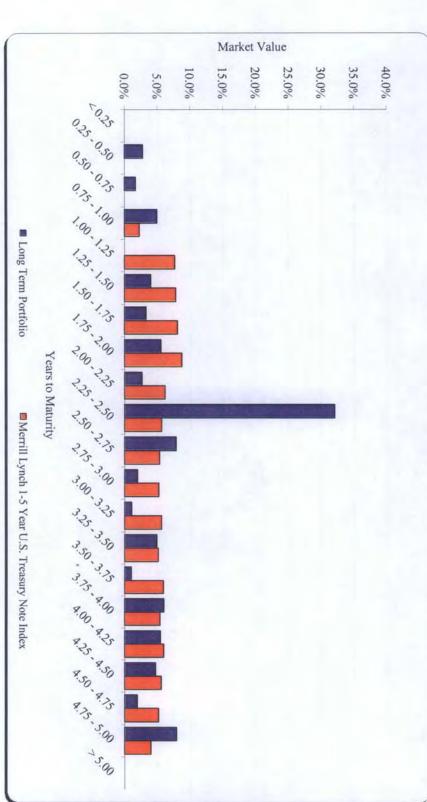
54,760,764.20

Investment Report - Quarter Ended March 31, 2013

PFM Asset Management LLC

Section B - 5





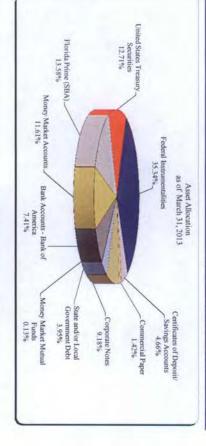
Long Term Portfolio Maturity Distribution versus the Benchmark¹

Escambia County Clerk of Court, Florida

Investment Report - Quarter Ended March 31, 2013

Asset Allocation as of March 31, 2013*

Security Type'	March 31, 2013	March 31, 2013	Notes	Permitted by Policy
Florida Prime (SBA)	29,119,506,17	13.58%		25%
United States Treasury Securities	27,251,975,12	12.71%		100%
United States Government Agency Securities		0.00%		50%
Federal Instrumentalities	75,757,826.64	35.34%		100%
Mongage-Backed Securities		0.00%		0%
Certificates of Deposit/ Savings Accounts	10,000,000.00	4.86%	N	20%
Repurchase Agreements		0.00%		20%
Commercial Paper	3,048,030,22	1.42%		25%
Corporate Notes	19,682,533.25	9.18%		20%
Bankers' Acceptances		0.00%		25%
State and/or Local Government Debt	8,474,315,18	3.95%		25%
Money Market Mutual Funds	273,642.38	0.13%		50%
Intergovernmental Investment Pool		0.00%		25%
Bank Accounts - Bank of America	15,886,955.65	7.41%	2	100%
Money Market Accounts	24,900,186,85	11.51%	2	100%
Individual Issuer Breakdown	March 31, 2013	March 31, 2013	Notes	Permitted by Policy
Government National Mortgage Association (GNMA)	*	0,00%		10%
US Export-Import Bank (Ex-Im)		0.00%		10%
Farmers Home Administration (FMHA)		0.00%		10%
Federal Financing Bank		0.00%		10%
Federal Housing Administration (FHA)		0,00%		10%
General Services Administration		0.00%		10%
New Communities Act Debentures		0.00%		10%
US Public Housing Notes & Bonds		0,00%		10%
US Dept. of Housing and Urban Development		0,00%		10%
Federal Farm Credit Bank (FFCB)		0.00%		25%
Federal Home Loan Bank (FHLB)	21,831,020,85	10.18%		25%
Federal National Mortgage Association (FNMA)	29,761,373,51	13,88%		25%
Federal Home Loan Mortgage Corporation (FHLMC)	24,185,432,27	11.27%		25%



Individual Issuer Breakdown	March 31, 2013	March 31, 2013	Notes	Permitted by Policy
CD - ServisFirst	5,000,000.00	2.33%	2	10%
CD - BBVA Compass	5,000,000.00	2,33%	2	10%
Rabobank USA Commercial Paper	3,048,030.22	1,42%		5%
General Electric Corporate Notes	3,916,701.10	1.83%		5%
Procter & Gamble Corporate Notes	2,997,047.08	1.40%		5%
John Deere Corporate Notes	2,493,483,72	1.16%		5%
Bank of New York Mellon Corporate Notes	2,751,519.09	1.28%		5%
McDonald's Corporate Notes	1,100,618,93	0.51%		5%
JP Morgan Chase Corporate Notes	3,013,597.52	1.41%		5%
Anheuser-Busch Corporate Notes	2,009,502.34	0,94%		5%
Caterpillar Corporate Notes	699,579.35	0.33%		5%
Pepsico Corporate Notes	700,184.12	0.33%		5%
Michigan State Municipal Bond	1.049,975.33	0,49%		10%
Calleguas Water District, CA REV Bond	1,505,317.50	0.70%		10%
Pennsylvania State Municipal Bond	5,919,022.33	2,76%		10%
Money Market Mutual Fund - Federated Government	273,642.38	0,13%		25%

2. Managed by the County, • All Assets

Notes

End of month trade-date amortized cost of portfolio holdings, including accrued interest.

PFM Asset Management LLC

Section C - 1

Investment Report - Quarter Ended March 31, 2013

TAB III

Investment Report - Quarter Ended March 31, 2013

Insert Month End Statement here to complete the report.

Statements are available online at www.pfm.com login and click on the link to "Monthly Statements" on the left side of the screen.



AI-4296

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

Clerk & Comptroller's Report 13. 2. Consent

BCC Regular Meeting Meeting Date: 05/16/2013

Issue: Acceptance of Documents

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The Okaloosa Gas District Public Facilities Report - April 24, 2013, and 2012 Annual Report - Okaloosa Gas District, as submitted by Anne Bauer, Vice President of Accounting and Finance, and received in the Clerk to the Board's Office on May 2, 2013; and

B. The *Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements September 30, 2012 and 2011*, as audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, submitted by Paula G. Drummond, Executive Director/General Counsel, and received in the Clerk to the Board's Office on May 6, 2013.

Attachments

Okaloosa Gas District Annual Report Health Facilities Authority Financial Statement



Okaloosa Gas District

April 24, 2013

BOARD OF COUNTY COMMISSIONERS Escambia County Courthouse 190 Governmental Center Pensacola, Florida 32501

Dear Sir or Madam:

Okaloosa Gas District is an Independent Special District of the State of Florida and therefore, must meet certain reporting requirements established by State law. In accordance with these requirements and other governing documents of the District, we are enclosing a copy of our annual Audit Report for Fiscal year ending September 30, 2012.

If you would like a PDF file versus a hard copy in the future please email <u>audreycooper@okaloosagas.com</u> with an email address.

Sincerely,

OKALOOSA GAS DISTRICT

50A

Anne Bauer Vice President of Accounting and Finance





Okaloosa Gas District

OKALOOSA GAS DISTRICT

PUBLIC FACILITIES REPORT

April 24, 2013

Description of Existing Public Facilities

a. Valparaiso - 364 Highway 190

Main Office (2 Story Brick)	12,800 SF
Operations Building (1 Story Stucco)	5,400 SF
Warehouse (Metal)	7,400 SF
Vehicle Shop (Metal)	1,740 SF
Office (Block)	1,000 SF
Office and Industrial Building (1 Story Metal)	6,895 SF
b. Fort Walton Beach	
Branch Office - 20 Hughes Street (Stucco)	3,200 SF
Office Building - 132 Eglin Parkway (Block)	2,500 SF
Office Building - 134 Eglin Parkway (Block)	1,330 SF
c. Crestview - 101 South Main Street	
Branch Office (Brick)	1,460 SF
d. Cantonment - 2143 West Kingsfield Road	
Compressor Station (Metal)	3,420 SF
Station Attendant's Residence (Block)	2,250 SF
e. Freeport - 271 Bulldog Road	
Warehouse (Metal)	2,400 SF

P.O. Box 548 364 HWY 190 - Valparaiso, Florida 32580-0548 - 850-729-4700 - Main Fax: 850-678-4604 www.okaloosagas.com - E-mail: info@okaloosagas.com ...The Difference is Our Service!

2012 ANNUAL REPORT



Okaloosa Gas District

OUR PLEDGE. . . "THE ENERGY, PEOPLE AND SERVICE YOU CAN RELY ON"





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The Leadership of Okaloosa Gas	6
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District Accomplishments - Efficiency & Employee Development	.10
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OKALOOSA GAS DISTRICT 2012 ANNUAL REPORT

CEO Letter

Okaloosa Gas District - "The Energy, People and Service you can rely on"

Ever since 1954, Okaloosa Gas District has been meeting the challenge of providing clean, affordable energy to its customers. These first 60 years have brought challenges and changes that have made the District's resolve to its mission even stronger. We have seen a generation of committed employees retire and a new generation of employees come in eager to learn and become part of the value chain started many years ago. We are excited of what the future will hold as we work towards making Okaloosa Gas District, the best natural gas distribution company in Florida.

Since its inception and even during a slow economy, bad weather and high energy prices, the District continues to add customers and make natural gas service available to new areas of its service territory. Currently the District serves over 38,500 customers in the residential, commercial and industrial markets. The District is blessed with an expansive service territory in Santa Rosa, Okaloosa, and Walton counties in Northwest Florida. Over the last 15 years, the District has invested several million dollars in reinforcing its high pressure transmission system by adding two new supply access points, one at Garden City and one at Defuniak Springs. The latter provided a back feed into the South Walton system which was close to maximum demand capabilities. All of these Capital Improvements have been done with internally generated funds and finance proceeds while keeping the rates one of the lowest in the State of Florida.

The District holds long term gas transportation contracts with Gulf South Pipeline and Florida Gas Transmission. The District was able to negotiate the State of Florida's lowest transportation agreement with Florida Gas Transmission which resulted in around three quarters of a million dollars in direct savings to Okaloosa Gas District's customers.

New regulations such as the Pipeline Integrity rule and the Distribution Integrity Management Program require additional risk assessment measures to assure gas system operational safety. The District is complying with these regulations and has instituted a multi-year Cast Iron Pipe Replacement Program, a Transmission Valve Replacement Program that will allow passage of internal inspection tools, replacement of river crossings, regulator station renewal, replacement of galvanized service lines with plastic lines, cut and cap abandoned service lines, and an upgrade on the Supervisory Control and Data Acquisition System and several other initiatives.

Our current marketing efforts continue to add results and we are in the process of introducing new gas end-use technology for the commercial market with kitchen equipment and the new natural gas heat pump.

Moving forward, the District will attentively focus on the development of the compressed natural gas (CNG) vehicle market. Increasing CNG awareness within the community is becoming one of the central themes the District will allocate resources towards. In order to be considered the community leader and display the cost savings and environmental impact of CNG, we are adding multiple service and construction vehicles to our small CNG fleet. We are currently constructing a multi-unit time fill refueling site as a demonstration project and marketing center piece. This new area will meet the CNG requirements of the District and present a CNG solution for small fleet owners within our service territory. In addition, our headquarters building is now a demonstration site for gas-fired heat pump technology and community interest is building.

Okaloosa Gas District is committed to the principles of integrity, honesty, accountability and safety – each principle still serves as a cornerstone for our foundation of superior customer service. Building upon this foundation, we will move forward delivering continued growth with natural gas energy within the communities we serve.

The vision for the District is to be the best energy service provider in the eyes of the customers we serve.

Sincerely

" Fre

Jose N. Lozano Chief Executive Officer

The Mission . . .

The Mission of Okaloosa Gas:

"The energy, people and service customers can rely on"

The District's mission is to provide natural gas services for the benefit of our customers and the public in accordance with our Charter.

Our actions are guided by the following principles:

Integrity

.... we strive to build trust, transparency and an inclusive and engaged workforce

Safety

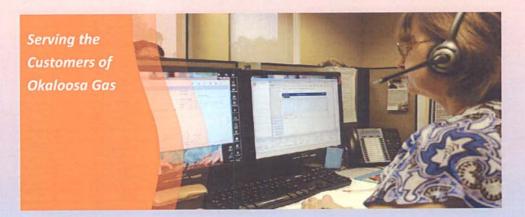
.... the safety of our customers, employees and the general public always comes first

Honesty

....we adhere to an uncompromising standard of ethics in our dealings with customers, suppliers and business partners

Accountability

.... we take responsibility and ownership in the performance of our duties





OKALOOSA GAS DISTRICT 2012 ANNUAL REPORT THE ENERGY, SERVICE AND PEOPLE YOU CAN RELY ON

The Vision . . .

The Vision of Okaloosa Gas

"We will strive to be the State of Florida's BEST Natural Gas Distribution Company"

- Okaloosa Gas will strive to achieve a high level of performance and effectiveness that translates into the best customer value and experience.
- Okaloosa Gas will promote teamwork, employee wellbeing and professional development in order to provide innovative, cost effective, natural gas service.
- Okaloosa Gas wants our customers to come to expect the best in the services we provide and we will strive to meet and exceed those expectations.





OKALOOSA GAS DISTRICT 2012 ANNUAL REPORT

The Leadership ...

The Leadership of Okaloosa Gas:

The District is governed by a five member Board of Directors responsible for setting gas and service rates, making policies, approving budgets and awarding major contracts. The four member cities of Niceville, Valparaiso, Fort Walton Beach, Crestview and the Board of County Commissioners for Okaloosa County each appoint one member who serves a four-year term.

> LEFT TO RIGHT: Jose Lozano, CEO; Tim Grandberry, Crestview; Randall Wise, Niceville; C.H. Rigdon, Jr., Board of County Commissioners; Don Anchors, Legal Council; Carl Scott, Valparaiso; not pictured: Dennis Reeves, Fort Walton Beach

Board of Directors



Executive Team



LEFT TO RIGHT: Jose Lozano, CEO; Anne Bauer, Vice President of Accounting and Finance; Gordon King, Vice President of Operations; Dave Underwood, Vice President of Corporate Services and Marketing



OKALOOSA GAS DISTRICT 2012 ANNUAL REPORT

Growth

The District's goal is to grow our system through customer growth & new technology.

New Technology:

- Gas Fired Heat Pump—Successfully completed the design and installation of the NextAire® Gas-Fired Heat Pump in the Valparaiso office allowing for the introductory of this technology across our territory.
- CNG Vehicles—The District hosted "The Compelling Case for Natural Gas Vehicles" Seminar to educate local fleet owners on the benefits of converting to natural gas vehicles—over 100 local decision makers attended. During the first quarter of FY 2013, Waste Management will complete and implement the areas first CNG fleet. The District is also converting more of its own fleet to natural gas.





OKALOOSA GAS DISTRICT 2012 ANNUAL REPORT THE ENERGY, SERVICE AND PEOPLE YOU CAN RELY ON

Growth

The District's goal is to grow our system through customer growth & new technology.

Distribution System Expansion:

- 53 Mains added covering over 6 miles
- We added 604 Service lines added equating to 11.5 miles of piping
- · Converted the pre-burner at the Anderson Columbia asphalt plant in Holt to complete the entire plant conversion to natural gas.
- Negotiated the conversion of the C. W. Roberts asphalt plant main burner in Freeport resulting in an entire plant • natural gas conversion of the asphalt plant





OKALOOSA GAS DISTRICT 2012 ANNUAL REPORT

Sustainability

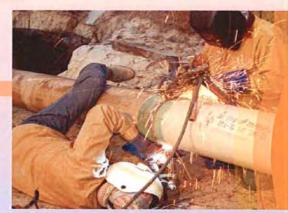
- Completed the remodeling of our new Operations Center which will be used for construction, compliance, maintenance, . welding, meter repair and equipment calibration.
- Created and began execution of a comprehensive compliance program to insure the integrity and safety of our distribution system.

To date, the following has been completed within the compliance program:

- Over 4,000 feet of the Cast Iron Replacement Project has been replaced
- As part of the Cut and Cap Program, 843 meters were pulled and cut 237 service lines
- Completed the replacement of the Yellow River Bridge crossing
- Instituted a new aggressive schedule of right of way clearing, beginning with the Escambia River Swamp
- Updated the GPS mapping tools to improve system accuracy
- Converted 300 Commando Village units from a military meter to individual customer meters to accommodate the military privatization initiative



Cast Iron on



the Final Connection at the Yellow



OKALOOSA GAS DISTRICT 2012 ANNUAL REPORT

Efficiency

- Installed 3,256 automated meter reading devices—Over 72% of the District's distribution system is now automated, reducing the need for costly manual meter reading.
- Refinanced debt totaling approximately \$20,000,000 to take advantage of lower interest rates, resulting in interest cost savings of \$2,784,000.

Okaloosa Gas Using Mobile Computing to More Effectively Serve Customers





Okaloosa Gas Training It's Employees to Successfully Serve Customers

Employee Development

Investing in the customers of Okaloosa Gas is key to sustainability and growth for the District. In order for success in this area, the employees of Okaloosa Gas are considered an investment for the District and not just an expense.

Okaloosa Gas empowers its employees by providing numerous training and development opportunities. Our construction staff attended training at Leak City, AL, Gas Valve and Actuator School, the Georgia Utility Training Academy. Service personnel completed Rinnai and Rheem Certification, and Basic Electrical & Dryer Troubleshooting Training. Service personnel also had the opportunity to attend both classroom and hands on courses for the installation of the Nextaire "Gas Fired Heat Pump" as it was being installed in our Valparaiso Headquarters. Our drafting and survey staff attended a Blueprints and Energy Gauge Pro Course. The Accounting Staff completed the Certified Payroll Requirements on Government Construction Projects Course in addition to coursework to prepare them for newly enacted payroll tax changes. District managers and supervisors honed their management skills at a District sponsored Leadership Seminar. Additionally, the District provides a myriad of webinars and distance learning opportunities through Energy World Net, the Southern Gas Association and the Energy Solutions Center.



OKALOOSA GAS DISTRICT 2012 ANNUAL REPORT

Independent Auditor's Report

To The Board of Directors and Chief Executive Officer Okaloosa Gas District Valparaiso, Florida

We have audited the accompanying financial statements of the business-type activities of Okaloosa Gas District ("District") as of September 30, 2012 and 2011 and for the years then ended as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of Okaloosa Gas District as of September 30, 2012 and 2011, and the changes in financial position and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

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

Can Rigge & Ingram, L.L.C.

Miramar Beach, Florida January 23, 2013

Management's Discussion and Analysis

Overview of Financial Statements

This annual report consists of a series of financial statements, prepared in accordance with the Governmental Accounting Standards Board Statement 34, Basic Financial Statements – and Management's Discussion and Analysis - for State and Local Governments, as amended by Statement 37. This discussion and analysis (MD&A) of the Okaloosa Gas District's (the "District") financial condition provides an overview of financial activity, identifies changes in financial position, and assists the reader in focusing on significant financial issues. The MD&A provides summary level financial information; therefore, it should be read in conjunction with the accompanying financial statements and notes.

The District operates only one type of proprietary fund — the Enterprise Fund. Enterprise funds present financial information in a form similar to that used by private business enterprises. Accordingly, the Statement of Net Assets includes all assets and liabilities using the accrual basis of accounting. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Therefore, revenues and expenses reported in this statement for some items will result in cash flows in future periods (for example, customer receivables and accrued retirement benefits). The Statement of Net Assets presents information on all of the District's assets and liabilities with the difference between the two reported as Fund Equity. The Fund Equity of the District (the difference between assets and liabilities) indicates the District's strong financial position. The following table reflects the condensed Statement of Net Assets and is compared to the prior years.

CONDENSED STATEMENTS OF NET ASSETS

Sec. 1		0044	2010	2012 vs 2011	2011 vs 2010
September 30,	2012	2011	2010	Change	Change
Assets					
Current assets	\$7,349,456	\$7,564,463	\$7,825,930	\$(215,007)	\$(261,467)
Noncurrent assets	10,623,229	10,845,196	9,826,334	(221,967)	1,018,862
Capital assets, net	48,900,249	48,829,187	49,029,520	71,062	(200,333)
Total assets	\$66,872,934	\$67,238,846	\$66,681,784	\$(365,912)	\$557,062
Fund equity					
Invested in capital assets,					
net of related debt					
	\$19,753,204	\$18,089,627	\$16,884,768	\$1,663,577	\$1,204,85
Restricted	4,640,593	5,002,716	4,337,217	(362,123)	665,49
Unrestricted	4,962,284	5,388,076	5,626,191	(425,792)	(238,115
Total fund equity	29,356,081	28,480,419	26,848,176	875,662	1,032,24
Liabilities					
Current liabilities	4,748,644	4,019,828	4,504,994	728,816	(485,166
Long-term liabilities	32,768,209	34,738,599	35,328,614	(1,970,390)	(590,015
Total Liabilities	37,516,853	38,758,427	39,833,608	(1,241,574)	(1,075,181
Total liabilities and fund equity	\$66,872,934	\$67,238,846	\$66,681,784	\$(365,912)	\$557,06

For more detailed information, see the accompanying Statements of Net Assets.

Management's Discussion and Analysis

Current Assets/Liabilities

The District's operating revenues were highly dependent on normal winter temperatures. In 2010 and 2011 winter weather temperatures exceeded normal trends, while in 2012 the District's service area experienced the warmest winter weather in 15 years. The resulting lower revenue in 2012 caused a decrease in the current ratio from 1.88 in 2011 to 1.55 in 2012.

Capital Assets

The Board approves total budget appropriations only. The Chief Executive Officer is authorized to transfer budget amounts between departments and object codes. The level of budgetary responsibility is by total budget amount.

In 2012, mains and service lines exceeded budget due to strong customer demand (see customer growth in the Financial Analysis section below). Also, Structures and Improvements exceeded budget due to the acquisition of the meter shop and the required remodeling. Other Expansion, System Improvements and Computer Equipment budgets were reduced to offset these increases. \$494,548 of the 2012 capital budget was carried forward into the 2013 capital budget. All capital expenditures in fiscal 2012 were purchased with internally generated funds. Listed below a comparison of capital expenditures to budget:

CONDENSED NET CAPTIAL EXPENDITURES COMPARISON

Year ended September 30, 2012		Budget		Actual	Favorable (Unfavorable)
Capital expenditures	s	3,164,548	\$	3,120,344 \$	44,204
Capital contributions		(120,000)	-	(266,329)	146,329
Net capital expenditures	\$	3,044,548	\$	2,854,015 \$	190,533

At September 30, 2012, the District had approximately \$49 million invested in capital assets (net of depreciation). This amount represents a net increase of \$71,000 or 0.1%.

CONDENSED CAPTIAL AS	SETS COMPARISON
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September 30,	2012	2011	2010	2012 vs 2011 Change	2011 vs 2010 Change
Land	\$1,948,875	\$1,948,875	\$1,948,875	\$	- \$ -
Transmission plant	25,318,740	25,318,740	25,134,133	-	184,607
Distribution plant	56,728,586	54,787,440	53,324,005	1,941,146	1,463,435
Structures and improvements	3,992,348	3,209,866	3,017,867	782,482	191,999
Office furniture and equipment	471,491	418,824	375,960	52,667	42,864
Transportation equipment	1,570,450	1,604,274	1,667,729	(33,824)	(63,455)
Computer equipment	1,252,151	1,176,391	1,081,340	75,760	95,051
Shop equipment	37,545	28,949	28,949	8,596	
Tools and work equipment	1,049,794	976,921	943,413	72,873	33,508
Communication equipment	103,305	103,305	103,305		
Construction work-in-progress	361,568	288,313	82,213	73,255	206,100
Total, prior to depreciation	92,834,853	89,861,898	87,707,789	2,972,955	2,154,109
Accumulated depreciation	(43,934,604)	(41,032,709)	(38,678,269)	2,901,895	2,354,440
Net capital assets	\$48,900,249	\$48,829,189	\$49,029,520	\$71,060	\$(200,331)

More information about the District's capital assets is presented in Note 2 to the financial statements.

DEBT

As of the end of 2012, the District had \$31,833,848 in bonds and loans outstanding, net of deferred refunding costs versus \$33,213,994 in the prior year, a decrease of \$1,380,146 as shown below. This decrease is primarily the result of the refunding of the Series 2001A bonds and the 2008 Compass Bank loan and principal payments made during the year. The 2012 debt refunding resulted in interest savings of \$2,784,000 and a reduction in the average life of the District's debt.

CONDENSED DEBT COMPARISON

				2012 vs 2011	2011 vs 2010
September 30,	2012	2011	2010	Change	Change
Gulf Breeze loan			\$674,222		\$(674,222)
Compass Bank loan 2008		14,079,500	14,380,000	(14,079,500)	(300,500)
Compass Bank loan 2012B	17,691,285		-	17,691,285	
Hancock Bank Ioan 2012A	1,887,000		-	1,887,000	
Revenue bonds:					
Series 2001A		6,000,000	6,000,000	(6,000,000)	
Series 2005A	13,695,000	14,225,000	14,750,000	(530,000)	(525,000)
Deferred refunding costs	(1,439,437)	 (1,090,506)	(1,185,036)	(348,931)	94,530
Total	\$31,833,848	\$ 33,213,994	\$34,619,186	\$(1,380,146)	\$(1,405,192)

For additional information on Debt, see Note 6 in the accompanying financial statements.

The District debt service coverage was 2.25 at year end, an improvement from 1.92 in 2011. The Bond documents require coverage of 1.25.

Financial Analysis — 2012 Compared to 2011 and Budget

The Statement of Activities presents information showing how the District's net assets changed during the most recent fiscal year. The following table reflects the condensed Statement of Net Assets:

CONDENSED STATEMENT OF ACTIVITIES

2012	2011	Budget	2012 vs 2011 Change	2012 vs Budget Change
\$29,200,497	\$33,130,876	\$32,975,921	\$(3,930,379)	\$ (3,775,424)
(27.075.574)	(30,293,648)	(30,694,587)	3,218,074	3,619,013
2,124,923	2,837,228	2,281,334	(712,305)	(156,411)
68,497 (1,584,087)	20,641 (1.738,175)	(1,672,000)	47,856 154,088	68,497 87,913
(1,515,590)	(1,717,534)	(1,672,000)	201,944	156,410
609,333 266,329	1,119.694 512,549	609,334 120,000	(510,361) (246,220)	(1) 146,329
875,662	1,632,243	729,334	(756,581)	146,328
28,480,419	26,848,176	28,480,419	1,632,243	
\$29,356,081	\$28,480,419	\$29,209,753	\$875,662	\$146,328
	\$29,200,497 (27,075,574) 2,124,923 68,497 (1,584,087) (1,515,590) 609,333 266,329 875,662 28,480,419	\$29,200,497 \$33,130,876 (27,075,574) (30,293,648) 2,124,923 2,837,228 68,497 20,641 (1,584,087) (1,738,175) (1,515,590) (1,717,534) 609,333 1,119,694 266,329 512,549 875,662 1,632,243 28,480,419 26,848,176	\$29,200,497 \$33,130,876 \$32,975,921 (27,075,574) (30,293,648) (30,694,587) 2,124,923 2,837,228 2,281,334 68,497 20,641 - (1,584,087) (1,738,175) (1,672,000) (1,515,590) (1,717,534) (1,672,000) 609,333 1,119,694 609,334 266,329 512,549 120,000 875,662 1,632,243 729,334 28,480,419 26,848,176 28,480,419	20122011BudgetChange\$29,200,497\$33,130,876\$32,975,921\$(3,930,379)(27,075,574)(30,293,648)(30,694,587)3,218,0742,124,9232,837,2282,281,334(712,305)68,49720,641-47,856(1,584,087)(1,738,175)(1,672,000)154,088(1,515,590)(1,717,534)(1,672,000)201,944609,3331,119,694609,334(510,361)266,329512,549120,000(246,220)875,6621,632,243729,334(756,581)28,480,41926,848,17628,480,4191,632,243

For more detailed information, see the accompanying Statements of Activities.

Management's Discussion and Analysis

Operating revenue, comprised primarily of gas sales to customers, saw a decline from \$33,130,876 in 2011 to \$29,200,497 in 2012. The revenue shortfall from both budget and 2011 was largely due to a decline in the wholesale price of natural gas, and a reduction in customer sales due to warm weather.

Fueled by growth in shale supply, natural gas prices hit new lows in 2012, causing a decrease in the District's cost of natural gas from an average of \$4.79 per dekatherm in 2011 to an average of \$4.31 in 2012—a decrease of over 10%. Because the District passes the cost of gas directly to its customers, the District correspondingly reduced the cost of gas charged to customers over 10% in 2012.

2012 units sold were 108,789 dekatherms (Dth), or 4% under budget and 302,926, or 10% under 2011. Due to the mildest winter in 15 years, 2012 units sold were below both budget and 2011 in all rate classes except competitive and wholesale, which were buoyed by non weather related customer increases. To compensate for lower per customer volume due to weather, the District embarked upon a four pronged strategy to meet budgeted net income:

- Customer growth.
- Curtail expenses
- Concentrate on capital projects
- Restructure customer rates to reduce the District's dependence on weather and better align rates with costs.

Customers increased 981 over 2011-the largest increase since 2004. This increase was fueled by:

- A resurgence of residential construction—particularly in the South Walton market.
- An increase in existing residential customers fueled by the following promotions:
 - "Say YES to Natural Gas" rebates for conversions.
 - Customer financing options
- Record summer tourist seasons for commercial customers.

The increase in customers allowed for higher than budget post winter (May-September) sales.

Operating expenses were \$3,218,074 under 2011, and \$3,619,013 under budget. The majority of the decrease (\$2,787,504 and \$3,112,929 respectively) was due to the reduction in the cost of natural gas. The remaining reductions in operating expenses from both 2011 and budget, \$596,548 and \$836,763, respectively, were primarily in wages, benefits and taxes (both franchise fees and gross receipts taxes). The reductions in employee wages and benefits were due to redirection of work to capital projects, while franchise fees and gross receipts tax decreased ratably with the reduction in revenues.

Non-operating expenses were below both 2011 and budget due to the reduction in interest expense related to the financing of the 2001A Bonds and the 2008 Compass Note.

Capital contributions were \$246,220 below 2011, but \$146,329 over budget. 2011 capital contributions included military projects that were not anticipated in 2012.

In March, 2012, the District commissioned Kan Huston & Associates to perform a rate study. In July, in accordance with Kan Huston's recommendation, the District restructured rates to better align them to the costs associated with providing service. While most of our customers saw a negligible increase in their monthly bill, some customers actually saw a decrease. The District projects that these new rates will generate enough revenue in Fiscal Year 2013 to meet all debt service, cover all operating costs, and fund the District's capital budget.

Statement of Net Assets

September 30,	2012	2011
Assets		
Plant-in-service	\$92,473,285	\$89,573,583
Less accumulated depreciation	(43,934,604)	(41,032,709)
Net plant-in-service	48,538,681	48,540,874
Construction work-in-progress	361,568	288,313
Total utility plant	48,900,249	48,829,187
Current assets		
Unrestricted cash and short-term investments	8,600	8,592
Restricted cash and short-term investments	3,738,093	4,253,840
Accounts receivable, net	2,247,854	2,048,428
Merchandise contracts receivable	46,028	29,463
Other receivables	16,191	36,852
Inventories	798,746	667,316
Prepaid expenses	454,257	482,103
Other current assets	39,687	37,869
Total current assets	7,349,456	7,564,463
Noncurrent assets		
Unrestricted cash and short-term investments	1,222,177	5,025,672
Restricted cash and short-term investments	4,190,379	3,945,32
Customer deposits	1,195,482	1,194,728
Unrestricted investments	3,503,495	1000
Deferred charges	511,696	679,475
Total noncurrent assets	10,623,229	10,845,196
Total assets	\$66,872,934	\$ 67,238,846

(continued)

Statement of Net Assets (Continued)

September 30,	2012	2011
Fund equity and liabilities		
Fund equity		
Invested in capital assets, net of related debt	\$19,753,204	\$18,089,62
Restricted	4,640,593	5,002,71
Unrestricted	4,962,284	5,388,07
Total fund equity	29,356,081	28,480,41
Liabilities		
Current liabilities		
Accounts payable	880,119	786,94
Funds collected for others	41,470	41,52
Bonds payable current portion	235,000	530,00
Loans payable current portion	1,354,075	373,50 45,53
Franchise fees payable Purchased gas adjustment	42,100 1,166,719	45,55
Other current liabilities	1,029,161	1,449,50
Total current liabilities	4,748,644	4,019,82
Bonds payable, net	13,237,462	19,445,86
Loans payable, net	17,039,883	12,864,62
Customer deposits	1,210,640	1,211,08
Obligation for post employment benefits	627,559	543,55
Other liabilities	652,665	673,46
Total liabilities	37,516,853	38,758,42
Total fund equity and liabilities	\$66,872,934	\$67,238,84

See accompanying notes to financial statements.

Statement of Activities

Years ended September 30,	2012	2011
Operating revenues Gas sales, including sales to other utilities	\$27,846,005	\$31,750,733
Service charges	437,219	441,172
Late charges	266,721	370,313
Other operating revenue	650,552	568,65
Total operating revenues	29,200,497	33,130,870
Operating expenses		
Cost of gas	11,826,688	14,614,192
Operating and maintenance expenses	11,916,154	12,776,538
Total operating expenses before depreciation and other post-employment benefits		
	23,742,842	27,390,730
Depreciation	3,032,732	2,603,918
Other post-employment benefits	300,000	299,000
Total operating expenses	27,075,574	30,293,64
Operating income	2,124,923	2,837,228
Nonoperating revenues (expenses)		
Interest income on invested funds/contracts	25,674	20,64
Interest expense	(1,584,087)	(1,581,140
Nonoperating income (expenses)	42,823	(157,035
Net nonoperating revenues (expenses)	(1,515,590)	(1,717,534
Net income before contributions	609,333	1,119,694
Capital contributions	266,329	512,54
Increase in fund equity	875,662	1,632,24
Fund equity, beginning of year	28,480,419	26,848,17
Fund equity, end of year	\$29,356,081	\$28,480,41

See accompanying notes to financial statements.

Statement of Cash Flows

Years ended September 30,	2012	2011
Operating activities		
Cash receipts from customers	\$28,707,857	\$32,690,395
Other operating revenue received	650,552	568,658
Cash paid to employees for services	(5,608,782)	(5,546,748)
Cash paid for operating expenses	(18,699,455)	(21,065,742)
Net cash provided (used) by operating activities	5,050,172	6,646,563
Capital and related financing activities		
Borrowings of capital debt	19,714,316	
Bond issuance costs and call premiums paid	(298,679)	
Principal payments on capital debt	(20,745,531)	(1,499,722)
Interest paid on capital debt	(1,433,988)	(1,429,083)
Purchases of utility plant	(3,193,600)	(2,414,638)
Capital contributions collected Proceeds from the sale of utility plant	266,329 3,000	512,549
Customer deposits received (refunded)	(443)	28,543
Other receipts (payments)	42,823	(157,035
nvesting activities Purchase of investment securities, net Interest received	(3,503,495) 25,674	20,641
Purchase of investment securities, net		20,641
Purchase of investment securities, net Interest received	25,674	
Purchase of investment securities, net Interest received Net cash provided (used) by investing activities	25,674	
Purchase of investment securities, net Interest received Net cash provided (used) by investing activities	(3,477,821)	20,641
Purchase of investment securities, net Interest received Net cash provided (used) by investing activities Net increase (decrease) in cash and short-term investments	25,674 (3,477,821) (4,073,422)	20,641
Purchase of investment securities, net Interest received Net cash provided (used) by investing activities Net increase (decrease) in cash and short-term investments Cash and short-term investments, beginning of year Cash and short-term investments, end of year	25,674 (3,477,821) (4,073,422) 14,428,153	20,641 1,723,492 12,704,66
Purchase of investment securities, net Interest received Net cash provided (used) by investing activities Net increase (decrease) in cash and short-term investments Cash and short-term investments, beginning of year	25,674 (3,477,821) (4,073,422) 14,428,153	20,641 1,723,492 12,704,66
Purchase of investment securities, net Interest received Net cash provided (used) by investing activities Net increase (decrease) in cash and short-term investments Cash and short-term investments, beginning of year Cash and short-term investments, end of year	25,674 (3,477,821) (4,073,422) 14,428,153 \$10,354,731	20,641 1,723,492 12,704,66 \$14,428,153 \$8,592
Purchase of investment securities, net Interest received Net cash provided (used) by investing activities Net increase (decrease) in cash and short-term investments Cash and short-term investments, beginning of year Cash and short-term investments, end of year Cash reconciliation Unrestricted cash and short-term investments	25,674 (3,477,821) (4,073,422) 14,428,153 \$10,354,731 \$8,600	20,641 1,723,492 12,704,66 \$14,428,153

(continued)

Statement of Cash Flows (Continued)

Years ended September 30,	2012	2011	
Reconciliation of operating income to net cash provided (used) by			
operating activities	\$2,124,923	\$2,837,228	
Operating income Adjustments to reconcile operating income to	\$2,124,525	\$2,001,220	
net cash provided (used) by operating activities:			
	3,032,732	2,603,918	
Depreciation	3,032,732	299,000	
Other postemployment benefit obligation accrual	300,000	233,000	
(Increase) decrease in:	(215,991)	65,587	
Accounts receivable	20,661	888,938	
Other receivables	(131,430)	(22,061)	
Inventories	27,846	(19,738)	
Prepaid expenses	84,988	(8,777	
Other assets	04,500	(0,111)	
Increase (decrease) in:	93,177	(4.120)	
Accounts payable		(4,130)	
Funds collected for others	(57)		
Franchise fees payable	(3,434)	1,952	
Obligation for post employement benefits	(216,000)	(127,484)	
Other current liabilities	(420,348)	40,597	
Purchased gas adjustment	373,903	62,590	
Other liabilities	(20,798)	18,896	
		80.040.50	
Net cash provided (used) by operating activities	\$5,050,172	\$6,646,563	
Supplementary cash flow information			
Non-cash capital and related financing activities: Capitalized depreciation on vehicles and equipment used for construction projects			
capitalized depreciation on vehicles and equipment used for construction projects			
	\$16,535	\$30,206	

See accompanying notes to financial statements.

Notes to Financial Statements

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

By virtue of the enactment of Chapter 29334, Laws of Florida, Special Acts of 1953, the Okaloosa Gas District ("District"), located primarily in Okaloosa County and serving parts of Walton, Escambia and Santa Rosa Counties in Florida, was established as an independent special district. The District is governed by a Board of Directors which is selected and appointed by the member cities with one member from Okaloosa County appointed by the county commission to represent nonmember cities and unincorporated areas. The District receives no fiscal support from any governmental entity; it reports its activities as an enterprise fund. The District is an independent special district as defined by Section 218.31, Florida Statutes, and is not included for financial reporting purposes as a component unit of Okaloosa County or any city or other political subdivision.

The District maintains a natural gas transmission and distribution system. It currently provides natural gas to end-use customers in its member municipalities including Crestview, Niceville, Valparaiso, and Fort Walton Beach as well as nonmember municipalities and other areas in Okaloosa County, Florida. In addition, amendments to the Enabling Act mandated that the District be permitted to add natural gas service to portions of Santa Rosa, Escambia and south Walton Counties. The District services the major military installations of Eglin Air Force Base, Hurlburt Field, and Whiting Field, as well as those customers located in other areas adjacent to the distribution and transmission facilities.

A bill codifying the District's charter was passed by the Florida State legislature during fiscal year 2000. The codification reestablished and recreated the District for purposes of managing gas transmission and distribution systems.

Basis of Accounting

The District has adopted the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments," as amended by Statement No. 37. These Statements established standards for external financial reporting for all state and local governmental entities in the United States which include a Statement of Net Assets, a Statement of Activities and a Statement of Cash Flows. It requires the classification of fund equity into three components – invested in capital assets, net of related debt; restricted; and unrestricted. These classifications are defined as follows:

- Invested in capital assets, net of related debt This component of fund equity consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same fund equity component as the unspent proceeds.
- Restricted This component of fund equity consists of constraints placed on fund equity imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted This component of fund equity consists of fund equity that does not meet the definition of "restricted" or "invested in capital assets, net of related debt".

The District maintains its books and records under the accrual method of accounting. Under this method, revenues are recognized when earned rather than when received, and related expenses are recognized when they are incurred rather than when paid. The District complies with generally accepted accounting principles (GAAP) and applies all relevant GASB pronouncements. The District applies Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or after November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The District's principal operating activities consist of natural gas transmission and distribution. Operating revenues and expenses include all fiscal transactions related to this activity as well as administration, operation and maintenance of assets, and depreciation of capital assets. Non-operating revenues and expenses include interest expense, investment income (losses), and gains (losses) on disposal of assets.

Restricted Assets

Certain assets of the District are required to be set aside for specific purposes by bond agreement; thus, they are not available to be used at the Board's discretion. Restricted resources are used only after unrestricted resources are depleted.

General Budget Policies

The Board approves total budget appropriations only. The Chief Executive Officer is authorized to transfer budget amounts between departments and object codes. However, any revisions that alter the total budget amounts must be approved by the Board. Therefore, the level of budgetary responsibility is by total budget amount. For report purposes, this level has been expanded to departments. Budgets expire annually. Formal budgetary comparisons to actual results are employed as a management device during the year.

Cash and Short-term Investments

The District's cash and short-term investments consist of highly liquid instruments, including cash on hand, demand deposits, and certificates of deposit.

Deposits

Florida Statutes provide that funds must be placed in a depository designated under the provisions of Chapter 136, Florida Statutes, and the regulations of the Florida Department of Financial Services as a qualified public depository. As such, these deposits are considered to be fully insured. The District's deposits at September 30, 2012 and 2011 were covered by federal depository insurance or pooled collateral held by the Florida State Treasurer under the provisions of Chapter 280, Florida Statutes.

Authorized Investments

The investment of surplus funds and restricted reserve funds are governed by the provisions of Section 218.415, Florida Statutes, and bond agreements, as to the types of investments that can be made. Investments authorized by Florida Statutes and bond agreements include obligations of the U.S. Treasury and U.S. agencies, bank trust receipts, interest-bearing time deposits or savings accounts in qualified public depositories of the State or national banks organized under the laws of the United States, and savings and loan associations located in the State and organized under federal law, providing all deposits are secured by collateral as prescribed by law. In addition, the District's investment policy allows investments in U.S. Treasury Agency Securities. All investments held by the District at September 30, 2012 and 2011 are authorized in accordance with the Florida Statutes and bond agreements.

Bond Costs

Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of premiums or discounts, as well as deferred refunding amounts. Bond issuance costs are shown as deferred charges and are presented net of \$231,411 and \$329,821 of accumulated amortization, respectively at September 30, 2012 and 2011. During the fiscal year ended September 30, 2012, approximately \$275,000 of bond issuance costs were re-characterized as deferred refunding costs as part of the refunding of the 2008 loan and series 2001A bonds.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Inventories

Inventories are stated at the lower of cost or market, with cost determined on the average cost basis. Inventories consist principally of gas line pipe and fixtures, gas appliances held for sale, and natural gas. Natural gas included as inventory consists of gas purchased and stored by the District with its transporter. The amount of natural gas stored in inventory at September 30, 2012 and 2011 totaled \$339,804 and \$292,894, respectively.

Franchise Fees Payable

Franchise fees are paid to local municipalities based on the terms of the franchise agreements in effect with each municipality. Those municipalities consist of the following cities and towns: Crestview, Fort Walton Beach, Niceville, Valparaiso, Shalimar, Cinco Bayou, Mary Esther, and Destin.

Utility Plant

Utility plant is stated at cost. Depreciation is provided using the straight-line method over the estimated useful lives of the assets. Estimated useful lives for financial reporting purposes are as follows: buildings, improvements and gas distribution system: 25 to 33 years; furniture, computer software and equipment, and construction equipment: 3 to 10 years. The District capitalizes depreciation on vehicles and equipment used for construction projects.

Compensated Absences

Employees who were employed by the District before January 1, 1994, accumulated unused sick leave hours up until that date. Upon becoming eligible for retirement after 20 years of service or after reaching 55 years of age, these employees are paid for their accumulated sick leave balance. This ranges from 10% to 50% of the balance depending on the total number of hours accumulated. The balance is paid to the employee the month following the eligibility date.

After January 1, 1994, District policy established that nonsalaried employees are allowed 80 hours sick leave annually. Unused annual sick leave will be converted to vacation time credit as of the last pay period in the fiscal year at a rate of one hour of vacation for every four full hours of sick leave remaining.

In addition to sick leave, employees are allowed to accumulate a limited amount of earned but unused annual leave. Accordingly, the District records an accrual for earned but unused annual leave in accordance with GASB Statement No. 16, Accounting for Compensated Absences.

Allowance for Doubtful Accounts

The District provides for doubtful accounts based on an analysis of individual accounts. When specific amounts are determined to be uncollectible, they are written off by charging the allowance and crediting accounts receivable. At September 30, 2012 and 2011, the amount of the allowance for doubtful accounts totaled \$75,000 and \$100,000, respectively.

Capital Contributions

The District records reimbursements from other governments, commercial entities, and private sources for costs of constructing service lines or mains. The District records these reimbursements as capital contributions.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Gas sales are recorded based on meter readings performed on a cycle basis throughout each month. Contract sales are recorded as each job is completed. Estimated unbilled revenues are recognized at the end of each fiscal year on a pro rata basis. The amount is based on the estimated usage of gas between the latest billing date and month-end, plus the proration of the monthly service charge over the billing cycle.

Fund Equity

The Board of Directors has designated the following funds which are included in unrestricted fund equity on the Statement of Net Assets:

<u>Reserve Fund:</u> This designated fund was established by the Board for the purpose of reserving for future extensions and improvements, extraordinary expenses, unforeseen contingencies, self-insurance reserves and sums that may be required to be held in reserve under any bonded indebtedness or loan indentures or other reserves for indebtedness as may be required by lenders pertaining to such indebtedness. The fund will also be used for the purpose of capital improvements for which there are insufficient monies budgeted in the current fiscal year including, without limitation, increasing the transmission capabilities of the system and relocating transmission lines or other extraordinary capital improvements or maintenance requirements.

Rate Stabilization Fund: This fund is a cushion against unanticipated high spikes in the cost of gas or used for other gas cost mitigating measures.

Insurance Fund: This designated fund was established by the Board to reserve funds for payment of insurance claims for the District's self-insurance plan.

Capital Improvement Reserve Fund: This designated fund was established by the Board to accumulate funds that would be necessary for completion of the capital program when Bond Construction Funds have been depleted.

Estimates

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

NOTE 2 - UTILITY PLANT

Structures and improvements

Transportation equipment

Tools and work equipment

Communication equipment

Accumulated depreciation

Construction work-in-progress

Total plant-in-service

Computer equipment

Shop equipment

Office furniture and equipment

All capital assets are depreciated except for land and construction work-in-progress. For the years ended September 30, 2012 and 2011, depreciation expense totaled \$3,032,732 and \$2,603,918, respectively.

The following presents activity for utility plant for the years ended September 30, 2012 and 2011.

		Transfers	Transfers		
		in and	out and		
September 30,	2011	Additions	Retirements	2012	
Transmission plant	\$25,318,740			\$25,318,740	
Distribution plant	54,787,440	2,113,655	(172,509)	56,728,586	
Land	1,948,875		-	1,948,875	
General plant:					
Structures and improvements	3,209,866	782,482		3,992,348	
Office furniture and equipment	418,824	52,667		471,491	
Transportation equipment	1,604,274	14,310	(48,134)	1,570,450	
Computer equipment	1,176,391	75,760	-	1,252,151	
Shop equipment	28,949	8,596		37,545	
Tools and work equipment	976,921	72,873		1,049,794	
Communication equipment	103,305			103,305	
Total plant-in-service	\$89,573,585	\$3,120,343	\$(220,643)	\$92,473,285	
Accumulated depreciation	\$41,032,709	\$3,032,732	\$(130,837)	\$43,934,604	
Construction work-in-progress	\$288,313	\$770,906	\$(697,651)	\$361,568	
September 30,	2010	Transfers in and Additions	Transfers out and Retirements	2011	
Transmission plant	\$25 124 122	\$194 607	¢	COE 010 74	
Transmission plant Distribution plant	\$25,134,133 53,324,005	\$184,607 1,497,425	\$ (33,990)	- \$25,318,740 54,787,440	
Land	1,948,875	1,457,420	(55,890)	1,948,875	
General plant:	1,040,070			1,040,070	
	and the second se				

During 2012, the District reduced its estimate of the useful lives of certain distribution plant assets. This change in estimate was handled prospectively and had the effect of decreasing net income before contributions for 2012 by approximately \$239,000.

3,017,867

1,667,729

1,081,340

28,949

943,413

103,305

\$87,625,576

\$38,678,269

\$82,213

375,960

191,999

42,864

157,390

95,051

39,210

\$2,208,546

\$2,603,918

\$587,385

(220, 845)

(5,702)

\$(260,537)

\$(249,478)

\$(381,285)

3,209,866

1,604,274

1,176,391

28,949

976,921

103,305

\$89,573,585

\$41,032,709

\$288,313

418,824

NOTE 3- CASH AND SHORT-TERM INVESTMENTS

The District's cash and short-term investments are reported at cost, which approximates fair value at September 30, 2012 and 2011. Cash and short-term investments at September 30, 2012 and 2011 consisted of the following:

September 30,	2012	2011
Cash on hand	\$8,600	\$8,592
Deposits in banks	7,427,287	6,116,561
Certificates of deposit	2,918,844	8,303,000
Total	\$10,354,731	\$14,428,153

Cash and short-term investments of \$7,928,472 and \$8,199,161, respectively, are restricted by bond covenants or for specific purposes at September 30, 2012 and 2011 as follows:

September 30,	2012	2011
Restricted per revenue bonds		
Current	1000 10F	C4 457 005
Operations and maintenance fund	\$366,185	\$1,157,685
Revenue fund	1,670,831	1,275,389
Bond sinking interest fund	1,701,077	1,820,766
	3,738,093	4,253,840
Noncurrent		
Bond renewal and replacement fund	1,471,004	1,470,887
Bond debt sinking reserve fund	2,719,375	2,474,434
	4,190,379	3,945,321
Total	\$7,928,472	\$8,199,161

The operations and maintenance fund is restricted by the bond agreement to pay for the cost of operation and maintenance of the System.

The bond debt sinking reserve fund is restricted by the bond agreement to pay for the maturing principal and interest if net revenues are not sufficient. These amounts are included as unspent proceeds of debt in the "Invested in capital assets, net of related debt" category of fund equity.

The bond renewal and replacement fund is restricted by the bond agreement to pay for cost of extensions, enlargements and emergency repairs to the System.

The revenue fund is restricted by the bond agreement primarily for depositing receipts from all sources and transferring funds to the operation and maintenance fund for operating expenses.

The bond sinking interest fund is restricted by the bond agreement to pay for interest on bonds. Interest payments are made on April 1st and October 1st.

NOTE 4 – INVESTMENTS

The District's investments at September 30, 2012 consisted entirely of securities issued by US Agencies, specifically the Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), and the Federal Home Loan Banks (FHLB). The aggregate par value of these securities totals \$3.5 million. The fair value at September 30, 2012 totals \$3,503,495. The securities mature at various times starting with Jan 2015 and ending in September 2016.

State statute 218.415, debt covenants and a formal investment policy adopted in 2012 restrict the types of investments that can be made by the District. The investment policy documents the District's methodology used to manage risks inherent in the investment process. Although the policy allows investments in many types of instruments, the District has chosen to limit investment risk by investing in fully insured certificates of deposit and government securities with laddered maturities, containing interest rate step up provisions. In prior years excess funds were held in non-interest bearing depository accounts and certificates of deposits covered in Note 3 above.

Credit Risk—Credit risk exists when there is a possibility that the issuer or other counterparty to an investment may be unable to fulfill its obligations. GASB Statement No. 40, Deposit and Investment Risk Disclosures—an Amendment of GASB Statement No. 3, requires the disclosure of nationally recognized credit quality of investments in debt securities, as well as investments in external investment pools, money market funds, bond mutual funds and other pooled investments of fixed income securities existing at year-end, such as Standard & Poor's, Moody's or Fitch ratings of AA, AAA, etc. Excluded from such disclosure requirements are U.S. government obligations and obligations explicitly guaranteed by the U.S. government since these investments are deemed to have no exposure to credit risk. As of September 30, 2012 all investment holdings of the District were in U.S. Government obligations or obligations explicitly guaranteed by the U.S. government.

Interest Rate Risk—The District's investment policy does not limit its investment maturities as a means of managing its exposure to fair value losses arising from changes in interest rates. The District's policy encourages sufficient liquidity to meet all operating requirements that may be reasonably anticipated by structuring the portfolio so that securities mature concurrent with cash needs, thereby avoiding the need to sell securities on the open market prior to maturity. To cover unanticipated demands, a portion of the portfolio consists of money market mutual funds and a cash account in a qualified public depository which offer same-day liquidity. To further limit interest rate risk, all investments with a maturity greater than one year have interest rate step up provisions.

Concentration Risk—Increased risk of loss occurs as more investments are acquired from one issuer (i.e. lack of diversification). This results in a concentration of credit risk. GASB Statement No. 40 requires disclosures of investments by amount and issuer for any issuer that represents 5% or more of total investments. This requirement does not apply to investments issued or explicitly guaranteed by the U.S. government. As of September 30, 2012, all investment holdings of the District were in U.S. Government obligations or obligations explicitly guaranteed by the U.S. government.

Custodial credit risk—Custodial credit risk for investments exists when in the event of the failure of the counterparty to a transaction, a government may be unable to recover the value of investments or collateral securities that are in the possession of an outside party. GASB Statement No. 40 limits disclosure of custodial risk to investments that meet the definition of "Category 3," as defined in GASB Statement No. 3, Deposits with Financial Institutions, Investments (including Repurchase Agreements), and Reverse Repurchase Agreements. The District has no "Category 3" credit risk investments for which the securities are held by the counterparty or by its trust department or agent, but not in the District's name..

NOTE 5 - LONG-TERM DEBT

The balance of certain loans and bonds reflected below are presented net of deferred refunding amounts. These amounts represent the difference between the acquisition price and carrying value of refunded debt as well as applicable call premiums. At September 30, 2012 and 2011 these amounts total \$1,439,437 and \$1,090,506, respectively. Deferred refunding amounts are amortized to interest expense using the straight-line method over the remaining useful life of the new debt or old debt, whichever is shorter.

NOTE 5 - LONG-TERM DEBT (CONTINUED)

The District's long-term debt consists of loans payable and revenue bonds issued by the District. Loans payable at September 30, 2012 and 2011 are summarized as follows:

September 30,	2012	2011
Compass Bank Loan, dated July 3, 2008 for \$14,746,000; interest rate is fixed at 3.79%, payable semiannually; principal maturing September 2008 - September 2023; secured by pledged revenues and funds; net of deferred refunding costs**		
		\$13,238,125
Hancock Bank Loan, dated February 23, 2012 for \$1,919,000; interest is fixed at 1.93%, payable semi-annually; principal maturing April 2012 -		
October 2018; secured by pledged revenues and funds.	1,887,000	
Compass Bank Loan, dated February 23, 2012 for \$17,795,316; interest rate is fixed at 2.98%, payable semi-annually; principal maturing April 2012 - April 2028; secured by pledged revenues and funds; net of de-		
ferred refunding costs	16,506,958	
Total loans payable Current portion of loans payable	18,393,958 (1,354,075)	13,238,12 (373,500
Loans payable, net of current portion	\$17,039,883	\$12,864,62
s payable at September 30, 2012 and 2011 are summarized as follows:		
Revenue Bonds, Series 2001-A; dated February 1, 2002 for \$6,000,000; interest at 5.00% - 5.375% annually, payable on April 1, and October 1; principal maturing October 2024 - October 2028; secured by pledged funds.**		\$6.000.000
Revenue Bonds, Series 2005-A; dated May 26, 2005 for \$16,120,000; interest at 3.00% - 4.45% annually, payable on April 1, and October 1; principal maturing October 2006— October 2029; secured by pledged funds; net of deferred refunding costs.		\$6,000,000
Loro, cooling of progod lando, not of delence relations of the	42 472 462	12 075 961

13,472,462	13,975,869
13,472,462	19,975,869
(235,000)	(530,000)
\$13,237,462	\$19,445,869
	13,472,462 (235,000)

** The Compass Bank Loan dated July 3, 2008 and the Series 2001A bonds were refunded with the 2012A and 2012B Bank loans.

NOTE 5 - LONG-TERM DEBT (CONTINUED)

Pledged funds are defined in the bond documents as "net revenues, the reserve account and the income on investment of any funds held in the reserve account hereunder."

Covenants of Loans and Revenue Bonds

The monthly flow of funds required by the bond covenants is as follows:

- 1. All system gross revenues are initially deposited into the revenue fund.
- 2. Monies are then deposited into the operation and maintenance fund to cover the operating expenses per the budget for the next month.
- 3. Monies are deposited into the 2005A, 2012A Hancock Loan, and 2012B Compass Loan bond sinking fund for payment of the next interest payments.
- 4. Monies are then applied to fund the sinking fund principal and bond amortization requirement.
- Monies are next deposited into a renewal and replacement fund for capital improvements of the system. The District is required to have 1/12th of 3% of system gross revenues of the previous year, but not less than 3% of total fixed assets.
- 6. Monies are next deposited into a rate stabilization fund at the Board's discretion.
- 7. Any remaining monies can be used at the Board's discretion.

The following rate covenant commitments are required with regard to the bonds:

- 1. The District will establish rates and collect revenues to the extent necessary to provide net revenues in each year sufficient to pay 125% of the bond service requirement in such year on all outstanding bonds and 100% of all administrative costs.
- 2. The District will set up and appropriate in the annual budget sufficient amounts of pledged revenues to pay 100% of the principal and interest becoming due in the year.

The following presents activity for long-term debt for the year ended September 30, 2012.

September 30,		2011	Additions	Reductions	2012	Amount Due Within One Year
Bonds payable	_					
Revenue bonds, Series						
2001A		\$6,000,000	\$ -	(\$6,000,000)	\$ -	\$ -
Revenue bonds						
Series 2005A		14,225,000	-	(530,000)	13,695,000	235,000
Loan payable						
Compass Bank loan 2008		14,079,500	-	(14,079,500)	-	-
Compass Bank loan 2012B		-	17,795,316	(104,031)	17,691,285	1,136,075
Hancock Bank loan 2012A		-	1,919,000	(32,000)	1,887,000	218,000
Total bonds and loans paya-						
ble		34,304,500	19,714,316	(20,745,531)	33,273,285	1,589,075
Deferred refunding costs		(1,090,506)	(483,457)	134,526	(1,439,437)	-
Total bonds and loans payable,						
net	\$	3,213,994	\$19,230,859	(\$20,611,005)	\$31,833,848 \$	1,589,075

NOTE 5 - LONG-TERM DEBT (CONTINUED)

The following presents activity for long-term debt for the year ended September 30, 2011.

September 30,	2010	Additions	Reductions	2011	Amount Due Within One Year
Bonds payable	-				
Revenue Bonds, Series 2001A	\$6,000,000 \$	-	\$ -	\$6,000,000 \$; -
Revenue Bonds, Series 2005A	14,750,000	-	(525,000)	14,225,000	530,000
Loan payable	_				
Gulf Breeze loan	674,222	-	(674,222)	-	
Compass Bank loan	14,380,000	-	(300,500)	14,079,500	373,500
Total bonds and loans payable					
	35,804,222	-	(1,499,722)	34,304,500	903,500
Deferred refunding costs	(1,185,036)	-	94,530	(1,090,506)	
Total bonds and loans payable, net	\$34,619,186	5 -	\$(1,405,192) \$	33,213,994	\$903,500

The annual principal and interest payments for long-term debt for the next five years and in five-year increments thereafter are as follows:

Years ending September 30,	Principal	Interest	Total
2013	\$1,589,075	\$1,127,559	\$2,716,634
2014	1,634,731	1,080,958	2,715,689
2015	1,683,178	1,032,988	2,716,166
2016	1,738,694	983,899	2,722,593
2017	1,784,557	933,213	2,717,770
2018 - 2022	8,997,162	3,911,634	12,908,796
2023 - 2027	9,833,512	2,269,529	12,103,041
2028 - 2030	6,012,376	517,816	6,530,192
	\$33,273,285	\$11,857,596	\$45,130,881

NOTE 6 - CURRENT YEAR'S DEFEASANCE OF LONG-TERM DEBT

On February 23, 2012, the District refunded its Okaloosa Gas District Gas System Revenue Bonds, Series 2001A, by placing monies in an irrevocable trust to provide for all future debt service on the 2001A bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the District's financial statements. At September 30, 2012, \$6 million of the 2001A outstanding bonds was considered defeased. In October 2012, the defeased bonds were paid-off.

NOTE 7 - LINE OF CREDIT

The District renewed a \$2,300,000 line of credit during the year ended September 30, 2012. There were no balances outstanding on this loan at September 30, 2012 and 2011, and there were no draws on the line of credit during either year. The interest rate on this line is fixed at 3.25%.

NOTE 8 - OTHER CURRENT AND NONCURRENT LIABILITIES

Other current and noncurrent liabilities are summarized as follows:

\$568,504	
\$568,504	
	\$722,010
225,144	366,495
53,669	296,023
12,034	17,671
\$1,029,161	\$1,449,509
\$1,029,161 \$633,305	\$1,449,509 \$608,908

Activity for compensated absences for the year ended September 30, 2012 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Amount Due Within One Year
Compensated Absences	\$ 608,908	\$ 373,964	(\$ 349,567)	\$ 633,305	\$ -

NOTE 8 - OTHER CURRENT AND NONCURRENT LIABILITIES (CONTINUED)

The District believes any amount of compensated absences due within one year would be insignificant because of the long tenur e of the majority of its employees. The majority of the liability for compensated absences consists of leave balances of employees who primarily accrue more leave than they use in a given year thereby offsetting within the current year and not significantly impacting the accrued balance. In addition, there is no requirement for its employees to redeem a certain amount of their accrued leave balance each year.

September 30,	2012	2011
Invested in capital assets, net of related debt	\$19,753,204	\$18,089,627
Restricted		
Reserved per revenue bond agreement	4,640,593	5,002,710
Unrestricted		
Board designated:		
Reserve fund	2,025,433	2,325,43
Rate stabilization fund	1,750,000	1,750,00
Insurance fund	25,957	25,95
Capital improvement reserve fund	924,282	924,28
Unreserved and undesignated	236,612	362,40
Total unrestricted	4,962,284	5,388,07
Total fund equity	\$29,356,081	\$28,480,41

NOTE 10 - PENSION PLAN

NOTE 9

Full-time employees of the District hired before January 1, 1996 participate in the Florida Retirement System (FRS), a noncontributory, costsharing multiple-employer public employee defined benefit retirement plan which is controlled by the State Legislature and administered by the Department of Administration, Division of Retirement, of the State of Florida. The funding methods and the determination of benefits payable are provided for in various acts of the State Legislature. The System issues a publicly available report that includes financial statements and required supplementary information. That report may be obtained by writing to the Florida Division of Retirement, 2639 N. Monroe Street, Building C., Tallahassee, Florida 32399, or calling 1-850-488-6491.

36 District employees currently participate in FRS. The District has made the required payments of \$154,738 in 2012, \$219,666 in 2011 and \$219,312 in 2010. Listed below are the required contribution rates.

	Thro	ough June	30,
	2012	2011	2010
Regular employees	8.18%	7.91%	10.77%
Employees in the Deferred Retirement Option Program	5.44%	4.42%	12.25%
Pension	8.00%	8.00%	8.00%
Note: Designing July 1, 2011 regular apployage contributer	13% of the	total cont	ribution

Note: Beginning July 1, 2011 regular employees contributed 3% of the total contribution.

Employees hired after December 31, 1995 are eligible for a Section 401(a) plan known as the Okaloosa Gas District Defined Contribution Plan, which is administered through an administrative service agreement. Eligibility for contributions begins in the fourth month of employment. The District contributes 8% of covered employees' gross salaries. The District's policy is to expense contributions as they are paid. As of the date of this report, the District has made all payments required for the benefit of active participants. The vesting schedule is 25% after three years of service, 50% in four, 75% in five, and 100% in six. The District's contributions under this plan were \$276,892 for 2012 and \$289,932 for 2011.

NOTE 11 - OTHER POST EMPLOYMENT BENEFITS

The District offers its retirees medical and prescription drug coverage until they are eligible for Medicare. The District also pays approximately two-thirds of the dependent premium. Retirees may also contribute to their life insurance coverage until they reach age 65.

The District finances postemployment benefits on a pay as you go basis, and for the years ended September 30, 2012 and 2011, the District contributed \$216,000 and \$127,484 respectively toward annual OPEB costs. Retiree contributions totaled approximately \$44,000 and \$45,000 respectively for the same period.

The District's annual OPEB cost (expense) is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

As of September 30, 2012 and 2011, the actuarial accrued liability for benefits (AAL) totaled \$3,902,000 and \$3,775,000, respectively, all of which was unfunded. The covered payroll (annual payroll of active employees covered by the plan) for the years ended September 30, 2012 and 2011 approximated \$2,175,000 and \$2,187,000, respectively, and the ratio of the unfunded actuarial accrued liability (UAAL) to the covered payroll was 179% and 173%, respectively.

The following table shows the components of the District's OPEB cost for fiscal year 2012 and 2011, the amount actually contributed to the plan, and changes in the District's net OPEB obligation relating to the retiree health plan implicit rate subsidy:

For the years ended September 30,	2012	2011
Determination of Annual Required Contribution (ARC):		
Normal cost at September 30	\$ 135,000	\$ 142,000
Interest on normal cost	6,000	6,000
Amortization of UAAL	149,000	144,000
Interest on amortization of UAAL	7,000	6,000
Annual Required Contribution	\$ 297,000	\$ 298,000
Determination of Net OPEB Obligation:		
Annual Required Contribution	\$ 297,000	\$ 298,000
Interest on prior year Net OPEB Obligation	24,000	8,000
Adjustment to ARC	(21,000)	(7.000)
Annual OPEB Cost	300,000	299,000
Contributions made	(216,000)	(127,484)
Increase in Net OPEB Obligation	84,000	171,516
Net OPEB Obligation-beginning of year	543,559	372,043
Net OPEB Obligation-end of year	\$ 627,559	\$ 543,559

NOTE 11 - OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan and the net OPEB obligation for 2012 and the two preceding years were as follows:

Fiscal Year	Ann	ual OPEB Cost	Percentage of OPEB Cost Contributed	Net O	PEB Obligation
2012	\$	300,000	72.00%	\$	627,559
2011		299,000	42.64%		543,559
2010		299,000	41.46%		372,043

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

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the District and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the District and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The OPEB-specific actuarial methods and assumptions used in the actuarial valuation are described below:

Actuarial Cost Method Amortization Method Amortization period (open) Asset valuation method Investment rate of return Healthcare cost trend rate	Projected unit credit actuarial cost method Level percent of payroll 30 years Market value of assets on valuation date 4.5% compounded annually 10.5% reduced by decrements of .50% annually until reaching the utimate rate of 5.0%
	reaching the ultimate rate of 5.0%

NOTE 12 - DEFERRED COMPENSATION PLAN

The District offers its employees a tax-deferred supplemental retirement program created in accordance with Internal Revenue Code Section 457. This plan allows public employees to contribute a portion of their salary before federal income taxes to a retirement account. As required by the Internal Revenue Code Section 457, the assets are held in a trust for the employees' benefit.

NOTE 13 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage covering each of those risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

The District's workers' compensation insurance policy is a retrospectively-rated policy where initial premiums are adjusted based on actual experience during the period of coverage. The District has an outstanding claim on this policy; however, the impact on premiums cannot currently be estimated.

NOTE 14 – COMMITMENTS AND CONTINGENCIES

During the normal course of business, the District may enter into a forward purchase by placing a buy order through Infinite Energy, the District's gas supplier. The amount would be ordered at the current market price at the time and would be for a portion of gas quantities budgeted for future customer demand. If, due to the weather or a force majeure event, the District is unable to use the quantities that it made a commitment to buy, the gas is either put into storage or resold to Infinite Energy at a price that may be higher or lower than the original purchase price. At September 30, 2012, the District had no such contract in place.

NOTE 15 - CONCENTRATIONS

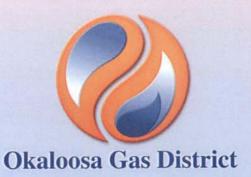
The District sells gas to local military bases including Eglin Air Force Base, Hurlburt Field, and Whiting Field. Gas sales to the military represent approximately 13% of total gas sales for the years ended September 30, 2012 and 2011.

During the year ended September 30, 2011, the District settled a dispute with its primary natural gas provider and as a result received a refund of approximately \$940,000. The dispute related to rates charged by the provider to the District. The refund was recorded in the Statement of Activities as a reduction of the cost of gas.

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF FUNDING PROGRESS--OTHER POST- EMPLOYEMENT BENEFITS

Actuarial Valua- tion Date	Actuarial Value of Assets	 ctuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Per- centage of Cov- ered Payroll
10/1/2011 \$		\$ 3,902,000	\$ 3,902,000	0% \$	2,175,105	179%
10/1/2010	-	3,775,000	3,775,000	0%	2,186,743	173%
10/1/2009	+	3,891,000	3,891,000	0%	2,153,804	181%



364 Valparaiso Parkway Valparaiso, FL 32580 *Okaloosagas.com*



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

May 3, 2013

Hon. Pam ChildersAttn: Office of Clerk to the Board of County Commissioners221 Palafox Place Suite 130Pensacola, FL 32502

Dear Ms. Childers:

Enclosed for filing with the office of the Clerk to the Board of County Commissioners is a copy of the audit of the operations of the Escambia County Health Facilities Authority for the fiscal year ending September 30, 2012.

If additional information is needed about the enclosed, please contact me.

Very truly yours,

gula E

Paula G. Drummond Executive Director/General Counsel

PGD:dl ENC

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2012 AND 2011

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INDEPENDENT AUDITOR'S REPORT

Board of Directors Escambia County Health Facilities Authority Pensacola, Florida

We have audited the accompanying basic financial statements of Escambia County Health Facilities Authority (the "Authority"), as of and for the years ended September 30, 2012 and 2011, as listed in the table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express opinions on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2012 and 2011, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated January 25, 2013, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

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Board of Directors Escambia County Health Facilities Authority

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 3 through 6 be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Saltmarsh Cleandark & bunk

Pensacola, Florida January 25, 2013

The following is a narrative overview and analysis of the Authority's significant financial activities for the fiscal year ended September 30, 2012.

Operational Highlights

- The Escambia County Health Facilities Authority (the "Authority") has been in operation since 1975. The Authority is constituted as a public instrumentality, and the exercise by the Authority of the powers conferred upon it by Florida law is held to be the performance of an essential public function. Its primary mission is to provide health facilities within its jurisdiction with the means to assist with the development and maintenance of the public health. It accomplishes this mission by providing health care organizations with capital financing at tax exempt rates to fund the facilities and structures needed by the community. The Authority is self-supporting and receives no federal, state or local governmental funding. The Authority receives no tax revenues from any source, and has no taxing power. Its operations are funded through revenues generated by its financing activities, and investment earnings on its reserves. By law, the Authority must maintain its operations until all of its outstanding bonds have matured and been redeemed. Additional information about the Authority, its history, and operations can be found on its website at www.echealthfinance.org
- The Authority issues its tax exempt revenue bonds and notes to finance capital projects for non-profit health care organizations under the provisions of Chapters 154 and Chapter 159, Florida Statutes; the Internal Revenue Code of 1986, as amended; and other applicable laws and regulations. The Authority is also called upon from time to time to consider and approve amendments or supplements to the financing documents associated with its outstanding bonds. Since 1975 the Authority has issued more than \$805,000,000 in 33 series of revenue bonds, refunding bonds, or tax exempt equipment leases, to finance or refinance projects for 12 separate health care organizations. The majority of the bond issues have benefited local hospital systems and their affiliated facilities within the State of Florida. See Note 6 Conduit Debt Obligations for additional information on the Authority's financing activities.
- On September 30, 2012, the Authority had \$374,159,453 in outstanding revenue and refunding bonds, and tax exempt equipment leases (collectively "bonds"). No new bonds were issued during fiscal year 2012. The Authority is a conduit issuer which means that none of the Authority's general revenues or assets is pledged to the repayment of these bonds. The health care facilities on whose behalf the bonds were issued (the "Borrowers") are responsible for payment of principal and interest on the bonds. All of the Authority's rights and obligations in connection with these bonds are assigned to a corporate trustee pursuant to a Trust Indenture for each issue. The trustee receives the debt service payments from the Borrowers, makes scheduled payments to the bondholders, and performs such other duties as are set forth in the Indentures. According to information received from the trustees, all debt service payments due on the outstanding bond issues were made as required.
- The following table shows the name of each outstanding bond issue, the original issue dates, maturity dates, and current amounts outstanding:

Operational Highlights (Continued)

Name of Issue	Issue Date	Maturity Date	Amount Outstanding on 9-30-2012
\$154,515,000 Revenue Bonds (Florida Health Care Facility Loan Program) Series 2000 A	7-25-2000	7-1-2020	\$11,860,000
\$41,105,000 Revenue Bonds (Ascension Health Credit Group) Series 2002 C	8-15-2002	11-15-2032	\$41,105,000
\$191,850,000 Revenue Bonds (Ascension Health Credit Group) Series 2003 A	3-1-2003	11-15-2014	\$114,415,000
\$12,320,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 A	7-24-2003	11-15-2015	\$4,730,000
\$25,395,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 B	7-24-2003	11-15-2029	\$25,395,000
\$8,600,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	6-1-2005	6-5-2030	\$7,039,930
\$900,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 B	8-23-2005	7-5-2030	\$736,929
\$15,000,000 Revenue Bond (Baptist Hospital, Inc.) Series 2009	12-9-2009	11-1-2019	\$13,001,092
\$155,000,000 Health Care Facilities Revenue Bonds (Baptist Hospital, Inc.) Series 2010A	2-15-2010	8-15-2036	\$151,545,000
\$15,000,000 Health Facilities Authority Baptist Hospital, Inc. Tax Exempt Equipment Financing Series 2010 – Schedule I \$6,500,359	12-8-2010	12-14-2015	\$4,331,502

- At the end of fiscal year 2012, the Authority had net assets of \$3,178,480. On the advice of the Authority's tax counsel and accountants, the majority of these funds are designated as reserved for specific purposes. A reserve of \$1,800,000 has been set aside to insure funds for operating expenses of the Authority over the long term (the "Operating Reserve"). A reserve fund of \$1,200,000 is maintained for bond issue contingency funding. The Authority evaluates the need for these restrictions on an annual basis.
- The Authority had a net operating loss for fiscal year 2012 of \$96,325. The Authority has limited ability to increase its annual revenues in the current interest rate environment. The spread between tax exempt and taxable interest rates is small enough that health facilities have many options for financing their capital needs. Currently, the Authority funds its operations through its annual fees derived from past financings, and the earnings on its investments. Annual bond fees were established according to the fee policy in existence at the time the bonds were issued, and cannot be increased. The Authority has historically kept annual fees at low levels as a consideration to the non-profit Borrowers. The existence of operating reserves has also factored into the decision to maintain annual fees at their current level.

At the present time, these combined annual revenues are insufficient to pay all annual operating expenses. The annual operating budget is supplemented with funds from its Operating Reserve. The Authority's long term financial policy limits annual draws on its Operating Reserve to \$100,000 annually. As earnings on the Authority's investments improve, and/or new bonds are issued, the amount of the annual draw on the Operating Reserve is expected to decrease.

• The Authority maintains a managed custodial investment account to achieve higher earnings on reserved funds. In fiscal year 2012 the Authority adopted a new investment policy to add investment grade (ratings category A or better) corporate bonds, and other high rated securities to its investment authority. At the end of the fiscal year, the investment portfolio for this account was approximately 50% US Government Obligations and federal agency MBS, 45% corporate securities, and 5% cash and short term investments. The new investment strategy resulted in a market value increase in the assets held in the account of approximately \$24,000 by the end of the fiscal year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. They are: 1) entity-wide financial statements and 2) notes to the financial statements.

Entity-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business. The Statement of Net Assets presents information on all the Authority's assets and liabilities, with the difference between the two reported as net assets. The Statements of Revenues, Expenses, and Changes in Net Assets present information showing how the Authority's net assets have changed during the most recent fiscal year end. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide financial statements. The notes to the financial statements begin on page 10 of this report.

Summary of Financial Condition

Escambia County Health Facilities Authority's Net Assets

	 2012	 2011
Current Assets	\$ 3,156,939	\$ 3,249,788
Non-Current Assets:		
Investments	49,016	47,502
Capital assets	3,591	3,912
Other assets	450	 450
	 53,057	 51,864
Total Assets	\$ 3,209,996	\$ 3,301,652
Current Liabilities	\$ 20,201	\$ 17,618
Non-Current Liabilities	 11,315	 9,229
Total Liabilities	 31,516	 26,847
Net Assets:		
Invested in capital assets, net of related debt	3,591	3,912
Designated for future operations	1,800,000	1,800,000
Designated for bond issue contingencies	1,200,000	1,200,000
Undesignated	 174,889	 270,893
	 3,178,480	 3,274,805
Total Liabilities and Net Assets	\$ 3,209,996	\$ 3,301,652

Escambia County Health Facilities Authority's Revenues, Expenses, and Changes in Net Assets

	 2012	 2011	
Operating Revenues	\$ 61,748	\$ 81,775	
Operating Expenses	(195,873)	(202,077)	
Nonoperating Revenues	 37,800	 23,828	
Change in Net Assets	(96,325)	(96,474)	
Net Assets - Beginning of Year	 3,274,805	 3,371,279	
Net Assets - End of Year	\$ 3,178,480	\$ 3,274,805	

At the end of the fiscal year the Authority had net assets of \$3,178,480, which is a decrease of \$96,325 from the net assets at the beginning of the fiscal year. Total investment income was \$37,800, which represents a 59% increase in nonoperating revenues from the prior fiscal year. The total operating expenses for the fiscal year were \$195,873, of which \$138,677 was distributed for payroll and related expenses.

Requests for Information

Questions concerning any of the information provided in this report may be directed to the following mailing address or through the Contact Us section of the Authority's website at www.echealthfinance.org

Escambia County Health Facilities Authority Attn: Executive Director P.O. Box 2667 Pensacola, FL 32513-2667

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY STATEMENTS OF NET ASSETS SEPTEMBER 30, 2012 AND 2011

ASSETS

2012			2011
\$	234,306	\$	567,901
	2,900,397		2,664,849
	22,125		16,704
	111		334
	3,156,939		3,249,788
	49,016		47,502
	3,591		3,912
	450		450
	53,057		51,864
\$	3,209,996	\$	3,301,652
	\$ 	$\begin{array}{r rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$	\$ 234,306 2,900,397 22,125 <u>111</u> <u>3,156,939</u> <u>49,016</u> 3,591 <u>450</u> <u>53,057</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accrued expenses	\$ 2,914	\$ 2,719
Compensated absences	 17,287	 14,899
Total current liabilities	20,201	17,618
Non-Current Liabilities:		
Compensated absences	 11,315	 9,229
Total liabilities	 31,516	 26,847
Net Assets:		
Invested in capital assets, net of related debt	3,591	3,912
Unrestricted:		
Designated for future operations	1,800,000	1,800,000
Designated for bond issue contingencies	1,200,000	1,200,000
Undesignated	 174,889	 270,893
Total net assets	 3,178,480	 3,274,805
Total Liabilities and Net Assets	\$ 3,209,996	\$ 3,301,652

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS YEARS ENDED SEPTEMBER 30, 2012 AND 2011

		2012	2011		
Operating Revenues:			_		
Fees -					
Annual bond	\$	57,062	\$	57,600	
Monthly		1,086		1,175	
Bond and issuer counsel (Series 2003 A)		3,600		23,000	
Total operating revenues		61,748		81,775	
Operating Expenses:					
Accounting and auditing		15,643		15,083	
Bond issuance (Series 2003 A)		3,480		14,185	
Contract labor		-		1,397	
Depreciation		1,304		1,611	
Dues and subscriptions		1,730		1,775	
Office expense		6,458		7,955	
Payroll		114,353		107,973	
Payroll taxes		8,164		6,674	
Pension and benefits		16,160		21,964	
Rent		11,090		11,090	
Seminars, training, and travel		17,491		12,370	
Total operating expenses		195,873		202,077	
Operating Loss	. <u>.</u>	(134,125)		(120,302)	
Nonoperating Revenues (Expenses):					
Investment income		37,800		24,854	
Grants		-		(1,026)	
Total nonoperating revenues, net		37,800		23,828	
Change in Net Assets		(96,325)		(96,474)	
Net Assets - Beginning of Year		3,274,805	. <u></u>	3,371,279	
Net Assets - End of Year	\$	3,178,480	\$	3,274,805	

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY STATEMENTS OF CASH FLOWS YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	 2012		2011
Cash Flows From Operating Activities:			
Receipts from health facilities and others	\$ 61,748	\$	81,775
Payments to vendors	(79,993)		(77,883)
Payments to grantees	-		(1,026)
Payments to employees	(109,684)		(123,060)
Net cash used in operating activities	 (127,929)		(120,194)
Cash Flows From Investing Activities:			
Purchases of investments	(1,582,542)		(994,542)
Sales and maturities of investments	1,337,430		971,217
Purchase of capital assets	(983)		(2,622)
Receipts from investment income	40,429		26,448
Net cash provided by (used in) investing activities	 (205,666)		501
Net Decrease in Cash and Cash Equivalents	(333,595)		(119,693)
Cash and Cash Equivalents, Beginning of Year	 567,901		687,594
Cash and Cash Equivalents, End of Year	\$ 234,306	\$	567,901
Reconciliation of Operating Loss to Net Cash			
Used in Operating Activities:			
Operating loss	\$ (134,125)	\$	(120,302)
Adjustments to reconcile loss from operations			
to net cash used in operating activities:			
Depreciation	1,304		1,611
Grants	-		(1,026)
Changes in:			
Prepaid insurance	223		1,129
Accounts payable	-		(519)
Accrued expenses	195		213
Compensated absences	 4,474		(1,300)
Net cash used in operating activities	\$ (127,929)	\$	(120,194)

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity:

The Escambia County Health Facilities Authority (the "Authority") was created on March 6, 1975 by resolution of the Escambia County Board of County Commissioners. The Authority members are appointed by the Escambia County Board of County Commissioners, with the operation and administration of the Authority governed by Chapter 154 Part III, Chapter 159 Part II, and Chapters 163 and 189 of the Florida Statutes. The Authority is self-supporting and generates revenues by providing financing for governmental and non-profit health care facilities within and outside of the State of Florida. There are no other component units which form the reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation:

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

The financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The Authority distinguishes between operating and nonoperating revenues and expenses. Operating revenues and expenses consist of charges for services and the costs of providing those services, including depreciation. All other revenues and expenses are reported as nonoperating.

The Authority applies all applicable Governmental Accounting Standards Board ("GASB") pronouncements. Additionally, the Authority applies pronouncements of the Financial Accounting Standards Board ("FASB") and its predecessor bodies, issued on or before November 30, 1989, unless those pronouncements contradict or conflict with GASB pronouncements.

Use of Estimates:

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents:

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

Maturities and reinvestments of invested funds are shown as purchases and sales and maturities of investments in the statement of cash flows.

Capital Assets:

Capital assets are recorded at cost and are depreciated over the estimated useful lives of individual assets. Estimated useful life is management's estimate of the length of time that the asset is expected to meet service demands. The straight-line method of depreciation is used based on an estimated useful life of five years.

Compensated Absences:

It is the Authority's policy to permit employees to accumulate an unlimited amount of earned but unused paid time off. Accordingly, the Authority records an accrual for earned but unused paid time off in accordance with GASB Statement No. 16, *Accounting for Compensated Absences*. Accrued but unused paid time off expected to be used within the next fiscal year is recorded as a current liability in the accompanying financial statements. The amount expected to be carried forward to future years is recorded as a non-current liability.

NOTE 2 - DEPOSITS AND INVESTMENTS

Concentration of Credit Risk:

The Authority's investment policy provides that except for U.S. Treasury securities, U.S. Government Agency securities, the Local Government Surplus Funds Trust Fund ("Florida PRIME"), investments insured by the Federal Deposit Insurance Corporation ("FDIC"), and certain money market funds, no more than 6% of the assets of the portfolio may be invested in the securities of any single issuer.

As of September 30, 2012, 16% of the Authority's investments were in the Florida PRIME and the Fund B Surplus Funds Trust Fund, which are exempt from the concentration risk policy, while the remaining 84% of investments were in U.S. Government obligations, mortgage-backed securities and corporate bonds through a custodial account. At September 30, 2012, no assets subject to the concentration risk policy represented 6% or more invested in the securities of any single issuer.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Interest Rate Risk:

The Authority's investment policy does not limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk:

The investment of surplus funds and restricted reserve funds is governed by the provisions of Section 218.415, Florida Statutes, and Subsection 16 as to the types of investments that can be made. Investments authorized by the Authority's investment policy and state statute include:

- (a) Debt Obligations of the U.S. Treasury.
- (b) Government Agency Notes and Bonds.
- (c) Mortgage Backed Securities U.S. Government Agencies and Federal Instrumentalities (U.S. Government Sponsored Agencies).
- (d) Corporate Bonds (Rated single A or better by at least one nationally recognized statistical rating organization "NRSRO").
- (e) Commercial paper (Rated A-1/P-1 or better by at least one NRSRO).
- (f) Interest Bearing Time Deposits, Checking and Savings Accounts (from financial institutions qualified under Section 280.02, Florida Statutes, unless exempted therefrom as provided in the Statute).
- (g) Bankers Acceptances (Rated A-1/P-1 or better by at least one NRSRO).
- (h) Taxable Municipal Bonds (Rated single A or better by at least one NRSRO).
- (i) Tax Exempt Municipal Bonds (Rated single A or better by at least one NRSRO).
- (j) Money Market Funds (Rated "AAAm" by Standard & Poor's or the equivalent by another rating agency), and other forms of investments which qualify under the following definition: Securities of, or other investments in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
- (k) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (1) Florida PRIME or any governmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes having a rating of "AAAm" by Standard & Poor's or the equivalent by another rating agency.
- (m) Investments authorized under Section 218.415 (16) and (17), Florida Statutes, as the same may be amended from time to time, which may not be specifically listed.
- (n) Other investments or securities which may be specifically approved from time to time by action of the Authority at a public meeting.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

In November 2007, the State Board of Administration ("SBA") implemented a temporary freeze on assets held in the Local Government Surplus Funds Trust Fund Investment Pool ("Pool") due to an unprecedented amount of withdrawals from the Pool coupled with the absence of market liquidity for certain securities within the Pool. The significant amount of withdrawals followed reports that the Pool held asset-backed commercial paper that was subject to sub-prime mortgage risk. In December 2007, based on recommendations from an outside financial advisor, the SBA restructured the Pool into two separate pools. The Florida PRIME consisted of all money market appropriate assets, which was approximately \$12 billion or 86% of Pool assets. Fund B Surplus Funds Trust Fund ("Fund B") consisted of assets that either had defaulted on a payment, paid more slowly than expected, and/or had any significant credit and liquidity risk, which was approximately \$2 billion or 14% of Pool assets. At the time of restructuring, pool participants had their balances proportionately allocated into the Florida PRIME and Fund B.

Although the Authority's investment policy does not contain a credit quality rating requirement from a nationally recognized rating agency for the Florida PRIME, Standard and Poor's Ratings Services assigned its "AAAm" principal stability fund rating to the Florida PRIME as of September 30, 2012. The Florida PRIME is an external 2a7-like investment pool, in which the fair value of the Authority's position in the pool is the same as the value of the pool shares. Fund B is a fluctuating net asset value ("NAV") pool, and the fair value factor applied to the cost of investments in Fund B was .94896811 as of September 30, 2012. Fund B was not rated by a nationally recognized statistical rating agency as of September 30, 2012.

Participants cannot make additional deposits into, or any withdrawals from, Fund B. Participants in Fund B will receive periodic distributions to the extent that Fund B receives proceeds deemed material by the SBA from (1) the natural maturities of securities, coupon interest collections, or collateral interest and principal paydowns; or (2) the sale of securities, collateral liquidation, or other restructure and workout activities undertaken.

Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

The Authority's investment policy states that a credit quality rating of single A or better from a nationally recognized rating agency is required for its investments in corporate bonds. Moody's Investor Services assigned rates ranging from the "Aaa" rating to the "A3" rating to the Authority's investments in corporate bonds as of September 30, 2012.

The Authority's investment policy states that a credit quality rating of single "AAAm" by Standard & Poor's or the equivalent is required for its investments in money market funds. Standard & Poor's assigned the rate of "AAAm" to the Authority's investments in money market funds as of September 30, 2012.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Deposits:

At September 30, 2012, the carrying amount of the Authority's deposits was \$218,841 and the bank balance was \$221,941, which was held by qualified public depositories under Chapter 280, Florida Statutes. Accordingly, these deposits are considered to be fully insured.

Investments:

As of September 30, 2012, the Authority had the following investments:

Investment	Maturities	Fair Value		
Local Government Surplus Funds Trust Fund	Average of 39 days	\$	431,584	
Fund B Surplus Funds Trust Fund	Average of 4.08 years		49,016	
Money market funds	Average of less than 60 days		15,465	
U.S. Government obligations	Average of 0.67 years		1,132,150	
Mortgage-backed securities	Average of 9.53 years		170,330	
Corporate bonds	Average of 2.25 years		1,166,333	
		\$	2,964,878	

NOTE 3 - CAPITAL ASSETS

Changes in capital assets were as follows:

	Beginning Balance		A	Additions		Disposals		Ending Balance	
Office equipment Less accumulated depreciation	\$	17,881 (13,969)	\$	983 (1,304)	\$	-	\$	18,864 (15,273)	
	\$	3,912	\$	(321)	\$	-	<u>\$</u>	3,591	

NOTE 4 - COMPENSATED ABSENCES

Compensated absences consist of accumulated unpaid paid time off, which covers personal or family member illness, medical care, bereavement leave, or other personal time off. Changes in compensated absences were as follows:

	Beginning							Ending		Current	
		Balance	Additions		Payments		Balance		Portion		
Compensated absences	\$	24,128	\$	16,428	\$	(11,954)	\$	28,602	\$	17,287	

NOTE 5 - RISK MANAGEMENT

The Authority is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority does not carry insurance against these risks. The Authority has implemented a policy that any check drawn on an Authority account in the amount of \$50,000 or more requires the signatures of two authorized signors on the account. The Authority does maintain a crime shield policy that covers the Authority against theft up to \$50,000. There have been no losses for these risks in any of the prior three fiscal years, and the Authority is not aware of any liabilities related to these risks as of September 30, 2012.

NOTE 6 - CONDUIT DEBT OBLIGATIONS

The Authority issues Health Facilities Revenue Bonds under the provisions of Chapter 154, Part III and Chapter 159, Part II, Florida Statutes, to fund various types of health facility projects for private sector non profit health care organizations. The bond issues are limited obligations of the Authority payable only from funds made available by the borrowers under the terms of financing documents for each issue. The Authority has no obligation to pay the outstanding debt from its general revenues. The Authority has no taxing power and the bonds do not constitute a debt or pledge of the full faith and credit of the Authority, Escambia County, the State of Florida or any political subdivision thereof. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

The outstanding balance of conduit debt obligations issued by the Authority was \$374,159,453 and \$392,095,568 at September 30, 2012 and 2011, respectively.

NOTE 7 - PENSION PLANS

The Authority's employee is covered by the Florida Retirement System ("System"), a contributory multiple-employer public employee retirement system. The Authority's employee is included in the class of regular employees, whose participants retire with 30 years of credited service or at age 62 with 6 years of credited service are entitled to a benefit, payable monthly for life, equal to 1.6% of their average final compensation for each year of credited service. Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on reaching 6 years of credited service. Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. The System also provides death and disability benefits. Benefits are established by Chapter 121, Florida Statutes.

The System issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to Florida Division of Retirement, 2639 N. Monroe Street, and Building C, Tallahassee, Florida 32399 or calling 1-850-422-5706.

The Authority is required by State statute to make contributions to the System equal to a certain percent of covered employees' salaries. This percentage was 10.77% for July 1, 2009 through June 30, 2011, for regular employees. During the year ended September 30, 2011, the Florida Legislature changed the System from a non-contributory plan to a contributory plan. As of July 1, 2011, employees are required to contribute 3% of monthly gross compensation to their retirement account with the System and the Authority is required to contribute 5.18% through June 30, 2013. Contributions for the years ended September 30, 2012, 2011, and 2010 were \$5,349, \$10,379, and \$7,892, respectively.

NOTE 8 - OPERATING LEASE

The Authority leases office space under an operating lease that expires in 2013. Rent expense for the facility lease amounted to \$11,090 for the years ended September 30, 2012 and 2011. The minimum future rental payments total \$8,318 for the year ending September 30, 2013.

NOTE 9 - RELATED PARTY TRANSACTIONS

A member of the Authority's Board of Directors holds a key position in the local Commercial Services division of a bank used by the Authority for two of its depository accounts. The Authority also maintains an investment account that is handled by the Investment Management and Corporate Trust Services divisions at the bank's corporate headquarters. The board member is not affiliated with these divisions. At September 30, 2012, amounts at this bank totaled \$2,615,825, and were held in checking, money market, and investment accounts.

OTHER REPORTS



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

Board of Directors Escambia County Health Facilities Authority Pensacola, Florida

We have audited the basic financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the year ended September 30, 2012, and have issued our report thereon dated January 25, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of the Authority is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified a certain deficiency in internal control over financial reporting that we consider to be a significant deficiency in internal control over financial reporting. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. The significant deficiency is described below.

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2005-1: Segregation of Duties

Auditor's Comment:

Due to the small size of the Authority's staff, there is a lack of segregation of duties because one individual performs both custodial and recording functions. The basic premise of internal control is that no one employee should have access to both physical assets and related accounting records or to all phases of a transaction. To mitigate the risks associated with this lack of segregation of duties, the Authority uses an external accountant to provide financial monitoring and oversight. While it may not be economically feasible to hire staff simply to achieve adequate segregation of duties, we believe the Authority should periodically re-evaluate the role of the external accountant and board members in providing oversight to insure that risks are being mitigated to the greatest extent feasible.

Management's Corrective Action Plan:

The Authority has determined that it is not economically feasible to hire additional employees to segregate incompatible duties. To substantially improve oversight and controls, the Authority has engaged the services of an independent Certified Public Accountant (CPA). The CPA provides ongoing accounting services to the Authority, including: reviewing financial operations, accounts and records; maintaining a separate set of books tracking all Authority financial transactions; monthly receipt and review of all financial institution statements for the prior month in advance of the Authority monthly meeting; advance receipt and review of the monthly financial reports prepared by the Authority Executive Director (Director) for Board meetings; attendance at all Authority Board meetings; preparation of quarterly financial statements and presentation of same to the Board; preparation of federal and state quarterly payroll returns and year end reports; updating and adjusting the Authority's electronic financial records as needed; providing copies of financial records to the Authority's auditor and assistance as needed in connection with the annual audit; and providing technical assistance to the Authority Board and Director as needed. In addition, the Authority Board receives detailed monthly financial reports prepared by the Director at each monthly meeting and approves the same. Financial policies and guidelines have been formally adopted for ongoing operations and investments, certain of which require the Director to report to the Chairman prior to engaging in a designated financial transaction. The Authority will continue to evaluate and implement cost effective methods to improve oversight of its financial activities.

Compliance and Other Matters

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

Board of Directors Escambia County Health Facilities Authority

The Authority's response to the findings identified in our audit is described on the preceding page as "Management's Corrective Action Plan". We did not audit the Authority's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Authority and appropriate governmental agencies, and is not intended to be and should not be used by anyone other than these specified parties.

Saltmarsh Cleandard & Gund

Pensacola, Florida January 25, 2013



MANAGEMENT LETTER

Board of Directors Escambia County Health Facilities Authority Pensacola, Florida

We have audited the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the fiscal year ended September 30, 2012, and have issued our report thereon dated January 25, 2013.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Disclosures in that report, which is dated January 25, 2013, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports:

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial audit report not otherwise discussed in the auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters. The Auditor's Comment 2005-1 on segregation of duties in that report was a recommendation made in the report for both the years ended September 30, 2011 and 2010.
- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Authority complied with Section 218.415, Florida Statutes.
- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

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- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statement that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements. There are no component units.
- Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local government entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
- Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Authority for the fiscal year ended September 30, 2012, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2012. In connection with our audit, we determined that these two reports were in agreement.
- Pursuant to Section 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

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

Saltmarsh Cleandark & Gund

Pensacola, Florida January 25, 2013



AI-4298

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

Clerk & Comptroller's Report 13. 3.

BCC Regular Meeting

Consent

Meeting Date: 05/16/2013

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 May 2, 2013; and

B. Approve the Minutes of the Regular Board Meeting held May 2, 2013.

Agenda Work Session

Attachments

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD MAY 2, 2013 BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA (9:06 a.m. – 10:18 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 Katie L. Macarthur, Administrative Assistant, County Administrator's Office

- 1. <u>FOR INFORMATION</u>: The agenda package for the 5:30 p.m., May 2, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Interim County Administrator Touart, County Attorney Rogers, Steve Littlejohn, Lead Land Development Officer, Environmental Code Enforcement Division, and Katie L. Macarthur, Administrative Assistant, County Administrator's Office, reviewed the agenda cover sheet, Commissioner Robinson commented concerning various Legislative issues, and Michael D. Weaver, Director, Public Safety Department, and David Wheeler, Deputy Department Director, Facilities Management Branch, Public Works Department, commented concerning the May 1, 2013, evacuation of the Escambia County Central Office Complex;
 - B. Susan Woolf, General Counsel, Clerk of the Circuit Court and Comptroller's Office, reviewed the Clerk's Report;
 - C. Horace Jones, Development Services Department, and County Attorney Rogers reviewed the Growth Management Report;
 - D. Interim County Administrator Touart, County Attorney Rogers, Amy Lovoy, Director, Management and Budget Services Department, and Matthew Mooneyham, Program Manager, Public Works Department, reviewed the County Administrator's Report, and Barbara Mayall and John Peacock commented concerning Item 1-7 and Item III-1, respectively; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

AGENDA WORK SESSION: MAy 2, 2013

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	John Destrock	
	Lany Doorny	Alw
	KAthleen Dauch-Casteo	PIO
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9	Allauna Braynell	Bec-01
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	AGENDA WORK SESSION:	4 2,2013
	NAME	DEPARTMENT/AGENCY
1	Marlin Wlesley	DCA
2	Tim Hunt	Solf
3	CLETIS NONS, BR	Citizen
4	LARRY Nousy	Act
5	Dearly tin	1. mit
6	Matt Mooneyhan	FSC. CL PW
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Page 1 of 3

AGENDA WORK SESSION: MAy 2, 2013

NAME

DEPARTMENT/AGENCY

1	Susan Woolf	Clerk of Court
2	Doris Hairis	Clerk to the Bard
3	LARRY Newson	Aclm: "
4	GEDRGE TOUART	CA
5	Katie Macasthur	CAO
6	Ane M. Valutio	BCC
7	Sumon Man	BCC
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4224	Growth Management Report 13. 1.
BCC Regular	Meeting Public Hearing
Meeting Date	: 05/16/2013
Issue:	5:45 p.m A Public Hearing - Administrative and Technical amendment to Florida Building Code
From:	T. Lloyd Kerr, AICP, Department Director
Organization	: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing Concerning the Review of an Ordinance to adopt local administrative and technical amendments to the Florida Building Code

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to include specific administrative and technical amendments to the 2010 Florida Building Code.

BACKGROUND:

Section 553.73(5), Florida Statutes, allows adoption of local administrative amendments and local technical to the Florida Building Code to implement the National Flood Insurance Program and incentives. The Board of County Commissioners has adopted a requirement to increase that minimum elevation requirement for buildings and structures in flood hazard areas. Pursuant to section 553.73(5), F.S., the Board is formatting that requirement to coordinate with the Florida Building Code.

The Board of County Commissioners, based upon review of local conditions and as demonstrated by evidence has determined that there is a local need to strengthen the Florida Building Code above the minimum requirements for buildings and structures in flood hazard areas by a three (3) foot freeboard.

The local need is addressed by the increase in minimum standards, the Board also has determined that it is in the public interest to adopt the proposed local administrative and technical amendments to the Florida Building Code.

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 local administrative and technical amendments to the Florida Building Code 2010 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.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4278	Growth Management Report 13. 2.
BCC Regular	Meeting Public Hearing
Meeting Date	: 05/16/2013
Issue:	5:46 p.m A Public Hearing - LDC Article 10 Floodplain Management
From:	T. Lloyd Kerr, AICP, Department Director
Organization:	Development Services

RECOMMENDATION:

5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Article 10

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to the Land Development Code (LDC) Article 10; to repeal and replace Article 10 in its entirety; to adopt a new Article 10; to adopt flood hazard maps and to designate a floodplain administrator; to adopt procedures and criteria for development in flood hazard areas.

BACKGROUND:

The ordinance was prepared by the Florida Department of Emergency Management and explicitly coordinates with the current Florida Building Code flood provisions which were added when the 2010 FBC went into effect on March 15, 2012. That changes with the 2010 FBC, which includes flood provisions that FEMA states are consistent with the NFIP requirements for buildings and structures. By law, only the FBC governs the design of buildings – which creates potential for conflict with building provisions in local floodplain management ordinances. This, and numerous inconsistencies identified by DEM and FEMA in previously-adopted local ordinances prompted DEM to develop the new model, and to work to get FEMA approval. These provisions are based largely on various FEMA guidance documents which makes it easier for both communities and applicants to apply NFIP-consistent requirements.

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

Article 10 Article 10 Ordinance

1 Article 10. Floodplain Management

3 10.00.00 ADMINISTRATION

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10.00.01 Title. These regulations shall be known as the *Floodplain Management Ordinance* of
 Escambia County, hereinafter referred to as "this ordinance."

10.00.02 Scope. The provisions of this ordinance shall apply to all development that is wholly 8 within or partially within any flood hazard area, including but not limited to the subdivision of land; 9 filling, grading, and other site improvements and utility installations; construction, alteration, 10 remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, 11 structures, and facilities that are exempt from the Florida Building Code; placement, installation, or 12 replacement of manufactured homes and manufactured buildings; installation or replacement of 13 tanks; placement of recreational vehicles; installation of swimming pools; and any other 14 development. 15 16 10.00.03 Intent. The purposes of this ordinance and the flood load and flood resistant 17 construction requirements of the Florida Building Code are to establish minimum requirements 18 to safeguard the public health, safety, and general welfare and to minimize public and private 19 losses due to flooding through regulation of development in flood hazard areas to: 20 1. Minimize unnecessary disruption of commerce, access and public service during times 21 of flooding; 22 2. Require the use of appropriate construction practices in order to prevent or minimize 23 future flood damage; 24 3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage 25 26 of equipment or materials, and other development which may increase flood damage or erosion potential; 27 28 4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain; 29 Minimize damage to public and private facilities and utilities; 30 6. Help maintain a stable tax base by providing for the sound use and development of flood 31 hazard areas: 32 7. Minimize the need for future expenditure of public funds for flood control projects and 33 response to and recovery from flood events; and 34 8. Meet the requirements of the National Flood Insurance Program for community 35 participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22. 36 37 10.00.04 Coordination with the Florida Building Code. This ordinance is intended to be 38 administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 39 40 24 refers to the edition of the standard that is referenced by the Florida Building Code. 41 **10.00.05 Warning.** The degree of flood protection required by this ordinance and the *Florida* 42 Building Code, as amended by this community, is considered the minimum reasonable for 43 regulatory purposes and is based on scientific and engineering considerations. Larger floods can 44 and will occur. Flood heights may be increased by man-made or natural causes. This ordinance 45

does not imply that land outside of mapped special flood hazard areas, or that uses permitted within

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such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and 1 base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate 2 3 Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these 4 regulations to remain eligible for participation in the National Flood Insurance Program. No 5 guaranty of vested use, existing use, or future use is implied or expressed by compliance with 6 7 this ordinance. 8 **10.00.06 Disclaimer of Liability.** This ordinance shall not create liability on the part of **Board** 9 10 of County Commissioners of Escambia County or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully 11 made thereunder. 12 13 10.01.00 APPLICABILITY 14 15 **10.01.01 General.** Where there is a conflict between a general requirement and a specific 16 requirement, the specific requirement shall be applicable. 17 18 19 **10.01.02** Areas to which this ordinance applies. This ordinance shall apply to all flood 20 hazard areas within the Escambia County, as established in Section 10.01.03 of this ordinance. 21 22 23 10.01.03 Basis for establishing flood hazard areas. The Flood Insurance Study for Escambia County, Florida and Incorporated Areas dated September 29, 2006, and the 24 accompanying Flood Insurance Rate Maps (FIRM), are adopted by reference as a part of this 25 ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies 26 and maps that establish flood hazard areas are on file at the Escambia County Development 27 Services Department, 3355 West Park Place, Pensacola, Florida 32505. 28 29 10.01.04 Submission of additional data to establish flood hazard areas. To establish flood 30 hazard areas and base flood elevations, pursuant to Section 10.04.00 of this ordinance the 31 Floodplain Administrator may require submission of additional data. Where field surveyed 32 topography prepared by a Florida licensed professional surveyor or digital topography accepted 33 by the community indicates that ground elevations: 34 1. Are below the closest applicable base flood elevation, even in areas not delineated as a 35 special flood hazard area on a FIRM, the area shall be considered as flood hazard area 36 37 and subject to the requirements of this ordinance and, as applicable, the requirements of the Florida Building Code. 38 2. Are above the closest applicable base flood elevation, the area shall be regulated as 39 special flood hazard area unless the applicant obtains a Letter of Map Change that 40 removes the area from the special flood hazard area. 41 42 **10.01.05 Other laws.** The provisions of this ordinance shall not be deemed to nullify any 43 44 provisions of local, state or federal law. 45 **10.01.06** Abrogation and greater restrictions. This ordinance supersedes any ordinance in 46 47 effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any [OTHER PROVISIONS OF] existing ordinances including but not limited 48 to land development regulations, zoning ordinances stormwater management regulations, or the 49 Florida Building Code. In the event of a conflict between this ordinance and any other 50

- 1 ordinance, the more restrictive shall govern. This ordinance shall not impair any deed
- restriction, covenant or easement, but any land that is subject to such interests shall also be
 governed by this ordinance.
- 4

5 **10.01.07 Interpretation.** In the interpretation and application of this ordinance, all provisions 6 shall be:

- 7 1. Considered as minimum requirements;
- 8 2. Liberally construed in favor of the governing body; and
- 9 3. Deemed neither to limit nor repeal any other powers granted under state statutes.
- 10

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11 10.02.00 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

13 **10.02.01 Designation.** The **County Administrator** is designated as the Floodplain

Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

10.02.02 General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 10.06.00 of this ordinance.

10.02.03 Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- Review applications for modification of any existing development in flood hazard areas
 for compliance with the requirements of this ordinance;
- Interpret flood hazard area boundaries where such interpretation is necessary to
 determine the exact location of boundaries; a person contesting the determination shall
 have the opportunity to appeal the interpretation;
- 34 4. Provide available flood elevation and flood hazard information;
- 5. Determine whether additional flood hazard data shall be obtained from other sources or
 shall be developed by an applicant;
- Review applications to determine whether proposed development will be reasonably
 safe from flooding;
- Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and

- 8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.
 10.02.04 Substantial Improvements and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations,
- renovations, substantial improvements, repairs of substantial damage, and any other
- 9 improvement of or work on such buildings and structures, the Floodplain Administrator, in
 10 coordination with the Building Official, shall:
- 1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage;
- 4. Notify the applicant if it is determined that the work constitutes substantial improvement
 or repair of substantial damage and that compliance with the flood resistant construction
 requirements of the *Florida Building Code* and this ordinance is required.
- 10.02.05 Modifications of the strict application of the requirements of the Florida Building
- Code. The Floodplain Administrator shall review requests submitted to the Building Official that
 seek approval to modify the strict application of the flood load and flood resistant construction
 requirements of the *Florida Building Code* to determine whether such requests require the
 granting of a variance pursuant to Section 10.06.00 of this ordinance.
- 30
- 10.02.06 Notices and orders. The Floodplain Administrator shall coordinate with appropriate
 local agencies for the issuance of all necessary notices or orders to ensure compliance with this
 ordinance.
- 34
- 10.02.07 Inspections. The Floodplain Administrator shall make the required inspections as
 specified in Section 10.05.00 of this ordinance for development that is not subject to the *Florida Building Code,* including buildings, structures and facilities exempt from the *Florida Building*
- 38 Code. The Floodplain Administrator shall inspect flood hazard areas to determine if
- development is undertaken without issuance of a permit.
- 40
- **10.02.08 Other duties of the Floodplain Administrator**. The Floodplain Administrator shall
 have other duties, including but not limited to:
- 43
- Establish, in coordination with the Building Official, procedures for administering and
 documenting determinations of substantial improvement and substantial damage made
 pursuant to Section 10.02.04 of this ordinance;
- Require that applicants proposing alteration of a watercourse notify adjacent
 communities and the Florida Division of Emergency Management, State Floodplain

1 Management Office, and submit copies of such notifications to the Federal Emergency 2 Management Agency (FEMA);

- Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
- Review required design certifications and documentation of elevations specified by this
 ordinance and the *Florida Building Code* to determine that such certifications and
 documentations are complete; and
- 5. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."
- 17

10.02.09 Floodplain management records. Regardless of any limitation on the period 18 required for retention of public records, the Floodplain Administrator shall maintain and 19 permanently keep and make available for public inspection all records that are necessary for the 20 administration of this ordinance and the flood resistant construction requirements of the Florida 21 Building Code, including Flood Insurance Rate Maps; Letters of Change; records of issuance of 22 permits and denial of permits; determinations of whether proposed work constitutes substantial 23 improvement or repair of substantial damage; required design certifications and documentation 24 25 of elevations specified by the Florida Building Code and this ordinance; notifications to adjacent communities. FEMA, and the state, related to alterations of watercourses; assurances that the 26 flood carrying capacity of altered watercourses will be maintained; documentation related to 27 appeals and variances, including justification for issuance or denial; and records of enforcement 28 actions taken pursuant to this ordinance and the flood resistant construction requirements of the 29 Florida Building Code. These records shall be available for public inspection at Escambia 30 County Development Services. 31

32

10.03.00 PERMITS

33 34

35 10.03.01 Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including 36 buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within 37 or partially within any flood hazard area shall first make application to the Floodplain 38 Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and 39 approval(s). No such permit or approval shall be issued until compliance with the requirements of 40 this ordinance and all other applicable codes and regulations has been satisfied. 41 42 43 10.03.02 Floodplain development permits or approvals. Floodplain development permits or

approvals shall be issued pursuant to this ordinance for any development activities not subject to the

requirements of the *Florida Building Code,* including buildings, structures and facilities exempt

from the *Florida Building Code*. Depending on the nature and extent of proposed development

47 that includes a building or structure, the Floodplain Administrator may determine that a floodplain

development permit or approval is required in addition to a building permit.

49

1		03 Buildings, structures and facilities exempt from the Florida Building Code.		
2	Pursuant to the requirements of federal regulation for participation in the National Flood			
3 4	Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt			
- 5	from the <i>Florida Building Code</i> and any further exemptions provided by law, which are subject to			
б	the requirements of this ordinance:			
7	1.	Railroads and ancillary facilities associated with the railroad.		
8	2.	Nonresidential farm buildings on farms, as provided in Section 604.50, F.S.		
9	3.	Temporary buildings or sheds used exclusively for construction purposes.		
10	4.	Mobile or modular structures used as temporary offices.		
11 12	5.	Those structures or facilities of electric utilities, as defined in Section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.		
13	6.	Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole		
14		Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided		
15 16		wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.		
17	7.	Family mausoleums not exceeding 250 square feet in area which are prefabricated and		
18		assembled on site or preassembled and delivered on site and have walls, roofs, and a		
19	-	floor constructed of granite, marble, or reinforced concrete.		
20 21	8.	Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.		
22	9.	Structures identified in Section 553.73(10)(k), F.S., are not exempt from the Florida		
23 24		<i>Building Code</i> if such structures are located in flood hazard areas established on Flood Insurance Rate Maps		
24 25		insurance Mate Maps		
26		04 Application for a permit or approval. To obtain a floodplain development permit or		
27 28		al the applicant shall first file an application in writing on a form furnished by the unity. The information provided shall:		
29		Identify and describe the development to be covered by the permit or approval.		
30 31	Ζ.	Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively		
32		locate the site.		
33	3.	Indicate the use and occupancy for which the proposed development is intended.		
34 35	4.	Be accompanied by a site plan or construction documents as specified in Section 10.04.00 of this ordinance.		
36	5.	State the valuation of the proposed work.		
37	6.	Be signed by the applicant or the applicant's authorized agent.		
38	7.	Give such other data and information as required by the Floodplain Administrator.		
39 40	10 03	05 Validity of permit or approval. The issuance of a floodplain development permit or		
40 41		approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any		
42	violation of this ordinance, the Florida Building Codes, or any other ordinance of this community.			
43	The issuance of permits based on submitted applications, construction documents, and			

43 The issuance of permits based on submitted applications, construction documents, and

information shall not prevent the Floodplain Administrator from requiring the correction of errorsand omissions.

3

10.03.06 Expiration. A floodplain development permit or approval shall become invalid unless
 the work authorized by such permit is commenced within 180 days after its issuance, or if the
 work authorized is suspended or abandoned for a period of 180 days after the work

commences. Extensions for periods of not more than 180 days each shall be requested in
 writing and justifiable cause shall be demonstrated.

8 9

10.03.07 Suspension or revocation. The Floodplain Administrator is authorized to suspend or 11 revoke a floodplain development permit or approval if the permit was issued in error, on the

basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

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15 10.03.08 Other permits. Floodplain development permits and building permits shall include a disclaimer that all other applicable state or federal permits be obtained by the applicant before commencement of the permitted development. Such permits may include but not limited to the following:

- 19 1. The Northwest Florida Water Management District; Section 373.036, F.S.
- Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; Section 161.141, F.S.
- Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, F.S.
- Florida Department of Environmental Protection for activities that affect wetlands and
 alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section
 404 of the Clean Water Act.
- 30 6. Federal permits and approvals.

10.04.00 SITE PLANS AND CONSTRUCTION DOCUMENTS 33

10.04.01 Information for development in flood hazard areas. The site plan or construction
 documents for any development subject to the requirements of this ordinance shall be drawn to
 scale and shall include, as applicable to the proposed development:

- Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood
 elevation(s), and ground elevations if necessary for review of the proposed
 development.
- Where base flood elevations, or floodway data are not included on the FIRM or in the
 Flood Insurance Study, they shall be established in accordance with Section 10.04.02(2)
 or (3) of this ordinance.
- Where the parcel on which the proposed development will take place will have more
 than 50 lots or is larger than 5 acres and the base flood elevations are not included on
 the FIRM or in the Flood Insurance Study, such elevations shall be established in
 accordance with Section 10.04.02(1) of this ordinance.

4. Location of the proposed activity and proposed structures, and locations of existing 1 buildings and structures; in coastal high hazard areas, new buildings shall be located 2 3 landward of the reach of mean high tide. 5. Location, extent, amount, and proposed final grades of any filling, grading, or 4 excavation. 5 6 6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and 7 evidence that the proposed fill areas are the minimum necessary to achieve the intended 8 purpose. 9 7. Delineation of the Coastal Construction Control Line or notation that the site is seaward 10 of the coastal construction control line, if applicable. 11 8. Extent of any proposed alteration of sand dunes or mangrove stands, provided such 12 alteration is approved by the Florida Department of Environmental Protection. 13 9. Existing and proposed alignment of any proposed alteration of a watercourse. 14 15 The Floodplain Administrator is authorized to waive the submission of site plans, construction 16 documents, and other data that are required by this ordinance but that are not required to be 17 prepared by a registered design professional if it is found that the nature of the proposed 18 development is such that the review of such submissions is not necessary to ascertain 19 compliance with this ordinance. 20 21 22 10.04.02 Information in flood hazard areas without base flood elevations (approximate **Zone A).** Where flood hazard areas are delineated on the FIRM and base flood elevation data 23 have not been provided, the Floodplain Administrator shall: 24 1. Require the applicant to include base flood elevation data prepared in accordance with 25 currently accepted engineering practices. 26 2. Obtain, review, and provide to applicants base flood elevation and floodway data 27 available from a federal or state agency or other source or require the applicant to 28 obtain and use base flood elevation and floodway data available from a federal or state 29 agency or other source. 30 3. Where base flood elevation data and floodway data are not available from another 31 source, where the available data are deemed by the Floodplain Administrator to not 32 reasonably reflect flooding conditions, or where the available data are known to be 33 scientifically or technically incorrect or otherwise inadequate: 34 a. Require the applicant to include base flood elevation data prepared in 35 accordance with currently accepted engineering practices; or 36 b. Specify that the base flood elevation is 3 feet above the highest adjacent 37 grade at the location of the development, provided there is no evidence 38 indicating flood depths have been or may be greater than two (2) feet. 39 4. Where the base flood elevation data are to be used to support a Letter of Map Change 40 from FEMA, advise the applicant that the analyses shall be prepared by a Florida 41 licensed engineer in a format required by FEMA, and that it shall be the responsibility of 42 the applicant to satisfy the submittal requirements and pay the processing fees. 43 44 45 10.04.03 Additional analyses and certifications. As applicable to the location and nature of

the proposed development activity, and in addition to the requirements of this section, the
 applicant shall have the following analyses signed and sealed by a Florida licensed engineer for
 submission with the site plan and construction documents:

- For development activities proposed to be located in a regulatory floodway, a floodway
 encroachment analysis that demonstrates that the encroachment of the proposed
 development will not cause any increase in base flood elevations; where the applicant
 proposes to undertake development activities that do increase base flood elevations, the
 applicant shall submit such analysis to FEMA as specified in 10.04.04 of this ordinance
 and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site
 plan and construction documents.
- 2. For development activities proposed to be located in a riverine flood hazard area for 11 which base flood elevations are included in the Flood Insurance Study or on the FIRM 12 and floodways have not been designated, a hydrological and hydraulic analysis that 13 demonstrates that the cumulative effect of the proposed development, when combined 14 with all other existing and anticipated flood hazard area encroachments, will not increase 15 the base flood elevation more than one (1) foot at any point within the community. This 16 requirement does not apply in isolated flood hazard areas not connected to a riverine 17 flood hazard area or in flood hazard areas identified as Zone AO or Zone AH. 18
- For alteration of a watercourse, an engineering analysis prepared in accordance with
 standard engineering practices which demonstrates that the flood-carrying capacity of
 the altered or relocated portion of the watercourse will not be decreased, and
 certification that the altered watercourse shall be maintained in a manner which
 preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to
 FEMA as specified in Section 10.04.04 of this ordinance.
- 4. For activities that propose to alter sand dunes or mangrove stands in coastal high
 hazard areas (Zone V), an engineering analysis that demonstrates that the proposed
 alteration will not increase the potential for flood damage.

10.04.04 Submission of additional data. When additional hydrologic, hydraulic or other
engineering data, studies, and additional analyses are submitted to support an application, the
applicant has the right to seek a Letter of Map Change from FEMA to change the base flood
elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on
FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared
by a Florida licensed engineer in a format required by FEMA. Submittal requirements and
processing fees shall be the responsibility of the applicant.

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37 **10.05.00 INSPECTIONS**

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10.05.01 General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

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10.05.02 Development other than buildings and structures. The Floodplain Administrator
 shall inspect all development to determine compliance with the requirements of this ordinance
 and the conditions of issued floodplain development permits or approvals.

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10.05.03 Buildings, structures and facilities exempt from the Florida Building Code. The

- 47 Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida*
- Building Code to determine compliance with the requirements of this ordinance and the

1 conditions of issued floodplain development permits or approvals.

10.05.04 Buildings, structures and facilities exempt from the *Florida Building Code*,

Iowest floor inspection. Upon placement of the lowest floor, including basement, and prior to
 further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- If a design flood elevation was used to determine the required elevation of the lowest
 floor, the certification of elevation of the lowest floor prepared and sealed by a Florida
 licensed professional surveyor; or
- If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 10.04.02(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- 14

14
 15 10.05.05 Buildings, structures and facilities exempt from the *Florida Building Code*, final
 16 inspection. As part of the final inspection, the owner or owner's authorized agent shall submit

inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final

- documentation of the height of the lowest floor above the highest adjacent grade; such
- certifications and documentations shall be prepared as specified in Section 10.05.04 of this
- 20 ordinance.

10.05.06 Manufactured homes. The Building Official shall inspect manufactured homes that
 are installed or replaced in flood hazard areas to determine compliance with the requirements of
 this ordinance and the conditions of the issued permit. Upon placement of a manufactured
 home, certification of the elevation of the lowest floor shall be submitted to the Building
 Official.

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28 10.06.00 VARIANCES AND APPEALS

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10.06.01 General. The Escambia County Board of Adjustments (BOA) shall hear and decide
 on requests for appeals and requests for variances from the strict application of this ordinance.
 Pursuant to Section 553.73(5), F.S., the BOA shall hear and decide on requests for appeals
 and requests for variances from the strict application of the flood resistant construction
 requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the
 Florida Building Code, Building.

10.06.02 Appeals. The BOA shall hear and decide variances when it is alleged there is an
 error in any requirement, decision, or determination made by the Floodplain Administrator in the
 administration and enforcement of this ordinance. Any person aggrieved by the decision of
 BOA may appeal such decision to the Circuit Court, as provided by Florida Statutes.

41

10.06.03 Limitations on authority to grant variances. The BOA shall base its decisions on variances on <u>technical justifications</u> submitted by applicants, the considerations for issuance in Section 10.06.07 of this ordinance, the conditions of issuance set forth in Section 10.06.08 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The BOA has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

- 48
- 10.06.04 Restrictions in floodways. A variance shall not be issued for any proposed
- 50 development in a floodway if any increase in base flood elevations would result, as evidenced

1 by the applicable analyses and certifications required in Section 10.04.03 of this ordinance. 2 3 **10.06.05 Historic buildings.** A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood 4 resistant construction requirements of the Florida Building Code, Existing Building. Chapter 11 5 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation 6 7 will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the 8 proposed work precludes the building's continued designation as a historic building, a variance 9 shall not be granted and the building and any repair, improvement, and rehabilitation shall be 10 subject to the requirements of the Florida Building Code. 11 12 10.06.06 Functionally dependent uses. A variance is authorized to be issued for the 13 construction or substantial improvement necessary for the conduct of a functionally dependent 14 use, as defined in this ordinance, provided the variance meets the requirements of Section 15 10.06.04, is the minimum necessary considering the flood hazard, and all due consideration has 16 been given to use of methods and materials that minimize flood damage during occurrence of 17 the base flood. 18 19 10.06.07 Considerations for issuance of variances. In reviewing requests for variances, the 20 BOA shall consider all technical evaluations, all relevant factors, all other applicable provisions 21 of the *Florida Building Code*, this ordinance, and the following: 22 1. The danger that materials and debris may be swept onto other lands resulting in further 23 injury or damage: 24 The danger to life and property due to flooding or erosion damage; 25 26 3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners: 27 28 4. The importance of the services provided by the proposed development to the community; 29 5. The availability of alternate locations for the proposed development that are subject to 30 lower risk of flooding or erosion; 31 6. The compatibility of the proposed development with existing and anticipated 32 development: 33 7. The relationship of the proposed development to the comprehensive plan and floodplain 34 management program for the area; 35 8. The safety of access to the property in times of flooding for ordinary and emergency 36 37 vehicles: 9. The expected heights, velocity, duration, rate of rise and debris and sediment transport 38 of the floodwaters and the effects of wave action, if applicable, expected at the site; and 39 40 10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and 41 water systems, streets and bridges. 42 43 10.06.08 Conditions for issuance of variances. Variances shall be issued only upon: 44 45 1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with 46

- any provision of this ordinance or the required elevation standards; 1 2 2. Determination by the BOA that: a. Failure to grant the variance would result in exceptional hardship due to the 3 physical characteristics of the land that render the lot undevelopable; increased 4 costs to satisfy the requirements or inconvenience do not constitute hardship; 5 The granting of a variance will not result in increased flood heights, additional b. б 7 threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws 8 and ordinances; and 9 c. The variance is the minimum necessary, considering the flood hazard, to afford 10 relief: 11 3. Receipt of a signed statement by the applicant that the variance, if granted, shall be 12 recorded in the Office of the Clerk of the Court in such a manner that it appears in the 13 chain of title of the affected parcel of land; and 14 4. If the request is for a variance to allow construction of the lowest floor of a new building, 15 or substantial improvement of a building, below the required elevation, a copy in the 16 record of a written notice from the Floodplain Administrator to the applicant for the 17 variance, specifying the difference between the base flood elevation and the proposed 18 elevation of the lowest floor, stating that the cost of federal flood insurance will be 19 commensurate with the increased risk resulting from the reduced floor elevation and 20 stating that construction below the base flood elevation increases risks to life and 21
- 22 23

24 10.07.00 VIOLATIONS

property.

10.07.01 Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

33

10.07.02 Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

10.07.03 Unlawful continuance. Any person who shall continue any work after having been
 served with a notice of violation or a stop work order, except such work as that person is
 directed to perform to remove or remedy a violation or unsafe condition, shall be subject to
 penalties as prescribed by law.

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44 **10.08.00 DEFINITIONS**45

10.08.01 General. Unless otherwise expressly stated, the following words and terms shall, for

- the purposes of this ordinance, have the meanings shown in this section.
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10.08.02 Terms defined in the Florida Building Code. Where terms are not defined in this 1 ordinance and are defined in the Florida Building Code, such terms shall have the meanings 2 3 ascribed to them in that code. 4 **10.08.03 Terms not defined.** Where terms are not defined in this ordinance or in the *Florida* 5 Building Code, such terms shall have ordinarily accepted meanings such as the context implies. б 7 Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel 8 alignment, channelization, or change in cross-sectional area of the channel or the channel 9 10 capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood. 11 12 **Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision 13 of this ordinance or a request for a variance. 14 15 ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the 16 Florida Building Code. ASCE 24 is developed and published by the American Society of Civil 17 Engineers, Reston, VA. 18 19 Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given 20 year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual 21 chance flood." 22 23 Base flood elevation. The elevation of the base flood, including wave height, relative to the 24 National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other 25 datum specified on the Flood Insurance Rate Map (FIRM) 26 27 Basement. The portion of a building having its floor sub-grade (below ground level) on all 28 29 sides. 30 **Coastal construction control line.** The line established by the State of Florida pursuant to 31 Section 161.053, F.S., and recorded in the official records of the community, which defines that 32 portion of the beach-dune system subject to severe fluctuations based on a 100-year storm 33 surge, storm waves or other predictable weather conditions. 34 35 **Coastal high hazard area**. A special flood hazard area extending from offshore to the inland 36 37 limit of a primary frontal dune, along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as 38 "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on 39 Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V. [Note The FBC, B defines and 40 uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the 41 term "coastal high hazard areas." 42 43 Cross-Bracing. Bracing often used to stiffen pile foundations and/or to improve comfort and 44 45 reduce sway in elevated buildings. 46 47 Datum. A reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is 48 expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988. 49 50 **Design flood**. The flood associated with the greater of the following two areas: 51

- 1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year. 1 2. Area designated as a flood hazard area on the community's flood hazard map, or 2 otherwise legally designated. 3 4 **Design flood elevation**. The elevation of the "design flood," including wave height, relative to 5 the datum specified on the community's legally designated flood hazard map. In areas 6 designated as Zone AO, the design flood elevation shall be the elevation of the highest existing 7 grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard 8 9 map. 10 **Development.** Any man-made change to improved or unimproved real estate, including but not 11 limited to, buildings or other structures, tanks, temporary structures, temporary or permanent 12 storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling 13 operations or any other land disturbing activities. 14 15 16 Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine 17 18 flood hazard areas. 19 Elevated building. A non-basement building built to have the lowest floor elevated above the 20 ground level by foundation walls, posts, piers, columns, pilings, or shear walls. 21 22 Existing building and existing structure. Any buildings and structures for which the "start of 23 construction" commenced before September 30, 1977. 24 25 Existing manufactured home park or subdivision. A manufactured home park or subdivision 26 for which the construction of facilities for servicing the lots on which the manufactured homes 27 are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, 28 29 and either final site grading or the pouring of concrete pads) was completed before September 30, 1977. 30 31 Expansion to an existing manufactured home park or subdivision. The preparation of 32 additional sites by the construction of facilities for servicing the lots on which the manufactured 33 homes are to be affixed (including the installation of utilities, the construction of streets, and 34 either final site grading or the pouring of concrete pads). 35 36 37 Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program. 38 39 40 Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from the overflow of inland or tidal waters or the unusual and rapid 41 accumulation or runoff of surface waters from any source. 42 43 Flood damage-resistant materials. Any construction material capable of withstanding direct 44 45 and prolonged contact with floodwaters without sustaining any damage that requires more than 46 cosmetic repair. 47 Flood hazard area. The greater of the following two areas: 48
- The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

3 4 Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk 5 premium zones applicable to the community. 6 7 **Flood Insurance Study (FIS).** The official report provided by the Federal Emergency 8 9 Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting 10 technical data 11 12 Floodplain Administrator. The office or position designated and charged with the 13 administration and enforcement of this ordinance (may be referred to as the Floodplain 14 Manager). 15 16 Floodplain development permit or approval. An official document or certificate issued by the 17 community, or other evidence of approval or concurrence, which authorizes performance of 18 specific development activities that are located in flood hazard areas and that are determined to 19 20 be compliant with this ordinance. 21 Floodplain management regulations. This article and other zoning ordinances, subdivision 22 regulations, building codes, health regulations, special purpose ordinances (such as floodplain 23 ordinance, grading ordinance, and erosion control ordinance), and other applications of police 24 power which control development in floodprone areas. The term describes federal, State of 25 Florida, or local regulations in any combination thereof, which provide standards for preventing 26 and reducing flood loss and damage. 27 28 **Floodproofing**. A combination of design modifications which results in a building or structure, 29 including the attendant utility and sanitary facilities, being water tight with walls substantially 30 impermeable to the passage of water and with structural components having the capacity to 31 resist loads as identified in the Florida Building Code. 32 33 **Floodway**. The channel of a river or other riverine watercourse and the adjacent land areas 34 that must be reserved in order to discharge the base flood without cumulatively increasing the 35 36 water surface elevation more than one (1) foot. 37 **Floodway encroachment analysis.** An engineering analysis of the impact that a proposed 38 encroachment into a floodway is expected to have on the floodway boundaries and base flood 39 elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using 40 standard engineering methods and models. 41 42 Florida Building Code. The family of codes adopted by the Florida Building Commission, 43 including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building 44 Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; 45 Florida Building Code, Fuel Gas. 46 47 Freeboard. The additional height, usually expressed as a factor of safety in feet, above a flood 48 level for purposes of floodplain management. 49 50 Functionally dependent use. A use which cannot perform its intended purpose unless it is 51

2. The area designated as a flood hazard area on the community's flood hazard map, or

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otherwise legally designated.

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1		d or carried out in close proximity to water, including only docking facilities, port facilities
2		re necessary for the loading and unloading of cargo or passengers, and ship building and
3		epair facilities; the term does not include long-term storage or related manufacturing
4	facilitie	es.
5		
6 7		hip/unique hardship . A hardship results if due to circumstances involving the parcel's ocation, configuration or geotechnical condition, the strict application of this article:
8		A. Renders the parcel unusable; or
9		B. Denies the owner of the same development rights commonly enjoyed by similarly
10		situated property owners who are in compliance with the ordinance.
11		C. A hardship may not result through the fault of the owner, e.g. such as by building
12		without a permit.
13		
14 15	-	st adjacent grade. The highest natural elevation of the ground surface prior to uction next to the proposed walls or foundation of a structure.
16		
17		ic structure . Any structure that is determined eligible for the exception to the flood
18		d area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic
19	Buildir	ngs.
20	_	
21		of Map Change (LOMC). An official determination issued by FEMA that amends or
22		s an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map
23	Chang	je include:
24		Letter of Map Amendment (LOMA): An amendment based on technical data showing
25		that a property was incorrectly included in a designated special flood hazard area. A
26		LOMA amends the current effective Flood Insurance Rate Map and establishes that a
27		specific property, portion of a property, or structure is not located in a special flood
28		hazard area.
29		Letter of Map Revision (LOMR): A revision based on technical data that may show
30		changes to flood zones, flood elevations, special flood hazard area boundaries and
31		floodway delineations, and other planimetric features.
32		Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or
33		parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this
34 25		determination, the fill must have been permitted and placed in accordance with the
35 36		community's floodplain management regulations.
36 37		<u>Conditional Letter of Map Revision (CLOMR):</u> A formal review and comment as to
38		whether a proposed flood protection project or other project complies with the minimum
39		NFIP requirements for such projects with respect to delineation of special flood hazard
40		areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood
41		Insurance Study; upon submission and approval of certified as-built documentation, a
42		Letter of Map Revision may be issued by FEMA to revise the effective FIRM.
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44	Liaht-	duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds
45	-	Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or
46		nd which has a basic vehicle frontal area of 45 square feet or less, which is:
47		Designed primarily for purposes of transportation of property or is a derivation of such a
48		vehicle, or
49	2.	Designed primarily for transportation of persons and has a capacity of more than 12
50		persons; or
51	3.	Available with special features enabling off-street or off-highway operation and use.

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- Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including 2 basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, 3 4 usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirement 5 of the Florida Building Code or ASCE 24 6 7 **Manufactured home.** A structure, transportable in one or more sections, which is eight (8) feet 8 9 or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation 10 when attached to the required utilities. The term "manufactured home" does not include a 11 "recreational vehicle" or "park trailer." 12 13 Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided 14 into two or more manufactured home lots for rent or sale. 15 16 Market value. The price at which a property will change hands between a willing buyer and a 17 willing seller, neither party being under compulsion to buy or sell and both having reasonable 18 knowledge of relevant facts. As used in this ordinance, the term refers to the market value of 19 buildings and structures, excluding the land and other improvements on the parcel. Market 20 value may be established by a qualified independent appraiser, Actual Cash Value 21 (replacement cost depreciated for age and quality of construction), or tax assessment value 22 adjusted to approximate market value by a factor provided by the Property Appraiser. 23 24 **New construction**. For the purposes of administration of this ordinance and the flood resistant 25 construction requirements of the Florida Building Code, structures for which the "start of 26 construction" commenced on or after September 30, 1977 and includes any subsequent 27 improvements to such structures. 28 29 New manufactured home park or subdivision. A manufactured home park or subdivision for 30 which the construction of facilities for servicing the lots on which the manufactured homes are to 31 be affixed (including at a minimum, the installation of utilities, the construction of streets, and 32 33 either final site grading or the pouring of concrete pads) is completed on or after September 30, 1977. 34 35 36 North American Vertical Datum (NAVD) of 1988. A vertical control used as a reference for establishing varying elevations within the floodplain. 37 38 Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and 39 which is built on a single chassis and is designed to provide seasonal or temporary living 40 guarters when connected to utilities necessary for operation of installed fixtures and appliances. 41 [Defined in section 320.01, F. S.] 42 43 44 **Recreational vehicle.** A vehicle, including a park trailer, which is: [Defined in Section 320.01, F.S.) 45 1. Built on a single chassis; 46 2. Four hundred (400) square feet or less when measured at the largest horizontal 47 projection; 48 3. Designed to be self-propelled or permanently towable by a light-duty truck; and 49

- Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- **Regulatory floodway**. The channel of a river or other watercourse and the adjacent land areas
 that must be reserved in order to discharge the base flood without cumulatively increasing the
 water surface elevation more than one foot.
- Riverine. Relating to, formed by, or resembling a river (including tributaries), stream, brook,
 etc.
- 10

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the
 beach.

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Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of
 flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO,
 A1-A30, AE, A99, AH, V1-V30, VE or V

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- Start of construction. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction,
- rehabilitation, addition, placement, or other improvement is within 180 days of the date of the
- issuance. The actual start of construction means either the first placement of permanent
 construction of a building (including a manufactured home) on a site, such as the pouring of slab
 an factions the installation of miles the construction of achieves o
- or footings, the installation of piles, the construction of columns.
- Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building
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Substantial damage. Damage of any origin sustained by a building or structure whereby the
 cost of restoring the building or structure to its before-damaged condition would equal or exceed
 50 percent of the market value of the building or structure before the damage occurred

- 35
 36 Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other
 37 improvement of a building or structure, the cost of which equals or exceeds 50 percent of the
- market value of the building or structure before the improvement or repair is started. If the

39 structure has incurred "substantial damage," any repairs are considered substantial

- improvement regardless of the actual repair work performed. The term does not, however,
- 41 include either
- Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
 - 2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.
- Variance. A grant of relief from the requirements of this ordinance, or the flood resistant
- construction requirements of the *Florida Building Code*, which permits construction in a manner
- that would not otherwise be permitted by this ordinance or the *Florida Building Code*. A quasi-

judicial remedy for hardship administered by the Board of Adjustment in accordance with the procedures contained in this article. See Section 10.06.00.

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4 **Watercourse**. A river, creek, stream, channel or other topographic feature in, on, through, or 5 over which water flows at least periodically.

Water surface elevation. The height, in relation to the North American Vertical Datum (NAVD)
 of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine
 areas.

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11 10.09.00 FLOOD RESISTANT DEVELOPMENT

12 10.09.01 Buildings and Structures. Pursuant to Section 10.03.03 of this ordinance, buildings, 13 structures and facilities that are exempt from the Florida Building Code, including substantial 14 improvement or repair of substantial damage of such buildings, structures and facilities, shall be 15 designed and constructed in accordance with the flood load and flood resistant construction 16 requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and 17 roofed buildings shall comply with the requirements of Section 10.15.00 of this ordinance. 18 19 20 10.09.02 Buildings and structures seaward of the coastal construction control line. If

extending, in whole or in part, seaward of the coastal construction control line and also located,
 in whole or in part, in a flood hazard area:

- Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building* Section 3109 and Section 1612 or *Florida Building Code, Residential* Section R322.
- Minor structures and non-habitable major structures as defined in Section 161.54, F.S.,
 shall be designed and constructed to comply with the intent and applicable provisions of
 this ordinance and ASCE 24.
- 2930 10.10.00 SUBDIVISIONS

10.10.01 Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and
 AO, adequate drainage paths shall be provided to guide floodwaters around and away
 from proposed structures.
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- 42 **10.10.02 Subdivision plats.** Where any portion of proposed subdivisions, including
- manufactured home parks and subdivisions, lies within a flood hazard area, the following shall
 be required:
- Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats and final plats;

2. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood 1 elevations are not included on the FIRM, the base flood elevations determined in 2 accordance with Section 10.04.02(1) of this ordinance; and 3 3. Compliance with the site improvement and utility requirements of Section 10.11.00 of 4 this ordinance. 5 6 **10.11.00 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS** 7 8 10.11.01 Minimum requirements. All proposed new development shall be reviewed to 9 determine that: 10 1. Such proposals are consistent with the need to minimize flood damage and will be 11 reasonably safe from flooding; 12 2. All public utilities and facilities such as sewer, gas, electric, communications, and water 13 systems are located and constructed to minimize or eliminate flood damage; and 14 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and 15 AO, adequate drainage paths shall be provided to guide floodwaters around and away 16 from proposed structures. 17 18 **10.11.02** Sanitary sewage facilities. All new and replacement sanitary sewage facilities, 19 private sewage treatment plants (including all pumping stations and collector systems), and on-20 site waste disposal systems shall be designed in accordance with the standards for onsite 21 sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to 22 minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities 23 24 into flood waters, and impairment of the facilities and systems. 25 10.11.03 Water supply facilities. All new and replacement water supply facilities shall be 26 27 designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the 28 29 systems. 30 **10.11.04 Limitations on sites in regulatory floodways.** No development, including but not 31 limited to site improvements, and land disturbing activity involving fill or regrading, shall be 32 authorized in the regulatory floodway unless the floodway encroachment analysis required in 33 Section 10.04.03(1) of this ordinance demonstrates that the proposed development or land 34 35 disturbing activity will not result in any increase in the base flood elevation. 36 10.11.05 Limitations on placement of fill. Subject to the limitations of this ordinance, fill shall 37 be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of 38 floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In 39 addition to these requirements, if intended to support buildings and structures (Zone A only), fill 40 shall comply with the requirements of the Florida Building Code. 41 42 43 10.11.06 Limitations on sites in coastal high hazard areas (Zone V). In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is 44 45 approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 10.04.03(4) of this ordinance demonstrates that the proposed 46 alteration will not increase the potential for flood damage. Construction or restoration of dunes 47 under or around elevated buildings and structures shall comply with Section 10.15.08(3) of this 48 ordinance. 49

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10.12.00 MANUFACTURED HOMES

10.12.01 General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Section 320.8249, F.S, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the Coastal Construction Control Line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

- **10 10.12.02 Foundations**. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
- In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance.
- In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.
- 18 **10.12.03 Anchoring.** All new manufactured homes and replacement manufactured homes
- 19 shall be installed using methods and practices which minimize flood damage and shall be
- 20 securely anchored to an adequately anchored foundation system to resist flotation, collapse or
- 21 lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or
- frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- 24
- 10.12.04 Elevation. Manufactured homes that are placed, replaced, or substantially improved
 shall comply with Section 10.12.05 or 10.12.06 of this ordinance, as applicable.
- 10.12.05 General elevation requirement. Unless subject to the requirements of Section
 10.12.06 of this ordinance, all manufactured homes that are placed, replaced, or substantially
 improved on sites located:
- (a) outside of a manufactured home park or subdivision;
- (a) builde of a manufactured nome park of subdivision(b) in a new manufactured home park or subdivision;
- 33 (c) in an expansion to an existing manufactured home park or subdivision; or
- 34 (d) in an existing manufactured home park or subdivision upon which a manufactured home has
- incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of
- the frame is at or above the elevation required, as applicable to the flood hazard area, in the
- 37 Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).
- 38

10.12.06 Elevation requirement for certain existing manufactured home parks and

- subdivisions. Manufactured homes that are not subject to Section 10.12.05 of this ordinance,
- including manufactured homes that are placed, replaced, or substantially improved on sites
- located in an existing manufactured home park or subdivision, unless on a site where
- 43 substantial damage as result of flooding has occurred, shall be elevated such that either the:
- Bottom of the frame of the manufactured home is at or above the elevation required, as
 applicable to the flood hazard area, in the *Florida Building Code, Residential* Section
 R322.2 (Zone A) or Section R322.3 (Zone V); or
- 47
 Bottom of the frame is supported by reinforced piers or other foundation elements of at
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10.12.07 Enclosures. Enclosed areas below elevated manufactured homes shall comply with 2 3 the requirements of the Florida Building Code, Residential Section R322 for such enclosed 4 areas, as applicable to the flood hazard area.

5 6 **10.12.08 Utility equipment.** Utility equipment that serves manufactured homes, including 7 electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section 8 9 R322, as applicable to the flood hazard area.

10 **10.13.00 RECREATIONAL VEHICLES AND PARK TRAILERS** 11

12

10.13.01 Temporary placement. Recreational vehicles and park trailers placed temporarily in 13 flood hazard areas (no longer than 14 days) shall be fully licensed and ready for highway use, 14 which means the recreational vehicle or park model is on wheels or jacking system, is attached 15 to the site only by quick-disconnect type utilities and security devices, and has no permanent 16 attachments such as additions, rooms, stairs, decks and porches. 17

10.13.02 Permanent placement. Recreational vehicles and park trailers that do not meet the 19 20 limitations in 10.13.01 of this ordinance for temporary placement shall meet the requirements of Section 10.12.00 of this ordinance for manufactured homes. 21 22

23 10.14.00 TANKS

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18

10.14.01 Underground tanks. Underground tanks in flood hazard areas shall be anchored to 25 prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic 26 loads during conditions of the design flood, including the effects of buoyancy assuming the tank 27 is empty. 28

10.14.02 Above-ground tanks, not elevated. Above-ground tanks that do not meet the 29 30 elevation requirements of Section 10.14.03 of this ordinance shall:

- 1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas. 31 provided the tanks are anchored or otherwise designed and constructed to prevent 32 flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic 33 loads during conditions of the design flood, including the effects of buoyancy assuming 34 the tank is empty and the effects of flood-borne debris. 35
- 2. Not be permitted in coastal high hazard areas (Zone V). 36
- 37

- 10.14.03 Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be 38 attached to and elevated to or above the design flood elevation on a supporting structure that is 39 designed to prevent flotation, collapse or lateral movement during conditions of the design flood. 40 Tank-supporting structures shall meet the foundation requirements of the applicable flood 41
- hazard area. 42
- 43

10.14.04 Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be: 44

- 1. At or above the design flood elevation or fitted with covers designed to prevent the inflow 45 of floodwater or outflow of the contents of the tanks during conditions of the design flood: 46 and 47
- Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic 48

loads, including the effects of buoyancy, during conditions of the design flood.

3 10.15.00 OTHER DEVELOPMENT

10.15.01 General requirements for other development. All development, including man made changes to improved or unimproved real estate for which specific provisions are not
 specified in this ordinance or the *Florida Building Code*, shall:

- 8 1. Be located and constructed to minimize flood damage;
- 9 2. Meet the limitations of 10.11.04 of this ordinance if located in a regulated floodway;
- Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- 12 4. Be constructed of flood damage-resistant materials; and
- 5. Have mechanical, plumbing, and electrical systems above the design flood elevation,
 except that minimum electric service required addressing life safety and electric code
 requirements is permitted below the design flood elevation provided it conforms to the
 provisions of the electrical part of building code for wet locations.
- 17
 18 10.15.02 Fences in regulated floodways. Fences in regulated floodways that have the
 19 potential to block the passage of floodwaters, such as stockade fences and wire mesh fences,
 20 shall meet the limitations of 10.11.04 of this ordinance.
- 10.15.03 Retaining walls, sidewalks and driveways in regulated floodways. Retaining
 walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall
 meet the limitations of Section 10.11.04 of this ordinance.

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- 10.15.04 Roads and watercourse crossings in regulated floodways. Roads and 26 watercourse crossings, including roads, bridges, culverts, low-water crossings and similar 27 28 means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 10.11.04 of this 29 ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet 30 the requirements of Section 10.04.03(3) of this ordinance. 31 32 10.15.05 Concrete slabs used as parking pads, enclosure floors, landings, decks, 33 walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). 34
- In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings,
 decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to
- ³⁷ buildings and structures provided the concrete slabs are designed and constructed to be:
- 38 1. Structurally independent of the foundation system of the building or structure;
- Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- 41 3. Have a maximum slab thickness of not more than four (4) inches.
- 42

10.15.06 Decks and patios in coastal high hazard areas (Zone V). In addition to the

requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall
 be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the

- lowest horizontal structural member at or above the design flood elevation and any
 supporting members that extend below the design flood elevation shall comply with the
 foundation requirements that apply to the building or structure, which shall be designed
 to accommodate any increased loads resulting from the attached deck.
- 5 2. A deck or patio that is located below the design flood elevation shall be structurally 6 independent from buildings or structures and their foundation systems, and shall be 7 designed and constructed either to remain intact and in place during design flood 8 conditions or to break apart into small pieces to minimize debris during flooding that is 9 capable of causing structural damage to the building or structure or to adjacent buildings 10 and structures.
- 113. A deck or patio that has a vertical thickness of more than twelve (12) inches or that is12constructed with more than the minimum amount of fill necessary for site drainage shall13not be approved unless an analysis prepared by a qualified registered design14professional demonstrates no harmful diversion of floodwaters or wave run-up and wave15reflection that would increase damage to the building or structure or to adjacent buildings16and structures.
- 4. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.
- 22

10.15.07 Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- 1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- 34 3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled 35 systems or mound systems.
- 4. A pool adjacent to an elevated V zone building may be constructed at grade or elevated 36 so that the lowest horizontal structural member supporting the pool is at or above BFE. A 37 Florida registered design professional must certify that such structure will not be subject 38 to breaking up or floating out of the ground and affecting the pilings and columns of the 39 supporting system of the surrounding buildings. The certified professional must also 40 verify that the pool and accessory equipment will not divert waves an increase potential 41 damage to any nearby buildings. All pool equipment must be strapped down or elevated 42 above BFE to prevent flotation. 43
- 10.15.08 Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard
 areas:
- 1. Minor grading and the placement of minor quantities of nonstructural fill shall be

- 1 permitted for landscaping and for drainage purposes under and around buildings.
- 2 2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units 3 horizontal_shall be permitted only if an analysis prepared by a qualified registered design 4 professional demonstrates no harmful diversion of floodwaters or wave run-up and wave 5 reflection that would increase damage to adjacent buildings and structures.
- Where authorized by the Florida Department of Environmental Protection or applicable
 local approval, sand dune construction and restoration of sand dunes under or around
 elevated buildings are permitted without additional engineering analysis or certification of
 the diversion of floodwater or wave run-up and wave reflection if the scale and location
 of the dune work is consistent with local beach-dune morphology and the vertical
 clearance is maintained between the top of the sand dune and the lowest horizontal
 structural member of the building.

1 2		ORDINANCE NUMBER 2013					
3 4 5 6 7 8 9 10 11 12 13 14 15 16	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, TO REPEAL AND REPLACE ARTICLE 10, FLOODPLAIN MANAGEMENT, IN ITS ENTIRETY; TO ADOPT A NEW ARTICLE 10, FLOODPLAIN MANAGEMENT; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; PROVIDING FOR AN ADDITIONAL 3 FEET OF FREEBOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.						
17 18 19 20	conferred upor	REAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, n local governments the authority to adopt regulations designed to promote the public and general welfare of its citizenry; and					
20 21 22 23 24 25 26 27	WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Escambia County and that such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and						
28 29 30 31	 WHEREAS, the Escambia County was accepted for participation in the National Flood Insurance Program on 30 September 1997 and the Board of County Commissioners desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County: 						
32 33 34 35							
36 37	Section 1.	Purpose.					
38 39 40 41 42 43 44	Development (urpose of this ordinance is to repeal and replace Article 10 of the Escambia County Land Code, Floodplain Management. This ordinance specifically repeals and replaces the ance(s) and regulation(s): (Ord. No. 2006-4, § 2, 1-5-2006; Ord. No. 2006-71, § 1, 9-7-					
45 46	Section 2. Land Development Code.						
47 48 49	Article the attached E	10 of the Escambia County Land Development Code is repealed and replaced as shown in exhibit A.					
50 51	Section 3.	Severability.					
52 53		v section, sentence, clause or phrase of this ordinance is held to be invalid or all by a court of competent jurisdiction, the holding shall in no way affect the validity of the					

1	remaining po	rtions of this ordinance.
2	• •	
3	Section 4.	Inclusion in the co

Section 4. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified б as required by Section 125.68, Florida Statutes, 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 of phrase in order to accomplish its intentions.

Section 5.

Effective date.

11		
12	This ordinance shall become effe	ctive upon filling with the Department of State.
13		
14	DONE AND ENACTED this	day of, 2013.
15		
16		BOARD OF COUNTY COMMISSIONERS
17		ESCAMBIA COUNTY, FLORIDA
18		
19		
20		Ву:
21	ATTEST: Pam Childers	Gene M. Valentino, Chairman
22	Clerk of the Circuit Court	
23		
24	Ву: [Date Executed:
25	Deputy Clerk	
26		
27	(SEAL)	
28		
29	ENACTED:	
30		
31	FILED WITH THE DEPARTMENT OF ST	ATE:
32		
33	EFFECTIVE DATE:	
34		
35		
36	ATTACHMENTS:	
37	LDC Article 10. Floodplain Management	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4277	Growth Management Report 13.	1.
BCC Regular	Meeting Conser	nt
Meeting Date:	: 05/16/2013	
Issue:	Schedule of a Public Hearing	
From:	T. Lloyd Kerr, AICP, Department Director	
Organization: Development Services		

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing

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

Thursday, June 20, 2013

5:49 p.m. - A Public Hearing - Comprehensive Plan Text Amendment - CPA-2013-01 - Adoption



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4284	C	ounty Administrator's Report	13. 1.
BCC Regular Meeting		Technical/Public Service Co	nsent
Meeting Date:	05/16/2013		
Issue:	Community Redevelopment Ag	gency Meeting Minutes, April 18, 20	013
From:	Keith Wilkins		
Organization:	Community & Environment		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Community Redevelopment Agency Meeting Minutes, April 18, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the April 18, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

BACKGROUND:

On April 18, 2013, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

Attachments

CRA Minutes April 18 2013



MINUTES COMMUNITY REDEVELOPMENT AGENCY April 18, 2013 8:45 a.m.

BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Vice Chair Gene M. Valentino		
	Commissioner Wilson Robertson		
	Chair Lumon J. May		
	Commissioner Steven L. Barry		
Absent:	Commissioner Grover Robinson, IV		
Staff Present:	: George Touart, Interim County Administrator		
	Alison Rogers, County Attorney		

Keith Wilkins, Department Director

Call to Order.

1

(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

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 21, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the March 21, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

Vote: 4 - 0

II. Budget/Finance

1 <u>Recommendation Concerning Rescinding Commercial Facade Grant Funding and</u> <u>Lien Agreements for 700 West Truman Avenue - Keith Wilkins. Community and</u> <u>Environment Department Director</u>

That the Board ratify the following April 18, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of January 17, 2013, 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: 4 - 0

2 <u>Recommendation Concerning Residential Rehab Grant Program Funding and Lien</u> <u>Agreements for 1202 Wisteria Avenue - Keith Wilkins. Community & Environment</u> <u>Department Director</u>

That the Board ratify the following April 18, 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 1202 Wisteria Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Myrtle Barnes, the owner of residential property located at 1202 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,275 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.

3 <u>Recommendation Concerning Residential Rehab Grant Program Funding and Lien</u> <u>Agreements for 213 Betty Road - Keith Wilkins. Community & Environment</u> <u>Department Director</u>

That the Board ratify the following April 18, 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 213 Betty Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert E. Davis, Jr., the owner of residential property located at 213 Betty Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,087 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.

Vote: 4 - 0

4

Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for 434 South 1st Street - Keith Wilkins. Community & Environment Department Director

That the Board ratify the following April 18, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of January 20, 2011, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 434 South 1st Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert C. Dyke, owner of residential property located at 434 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$912, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Sanitary sewer connection; and

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

Vote: 4 - 0

5 Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for 1090 Bartow Avenue - Keith Wilkins, Community & Environment Department Director

> That the Board ratify the following April 18, 2013 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding the following Board's action of June 18, 2009, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1090 Bartow Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and William T. Harris, owner of residential property located at 1090 Bartow Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, in the amount of \$4,324, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Install storm windows; and

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

Vote: 4 - 0

6 <u>Recommendation Concerning Residential Rehab Grant Program Funding and Lien</u> <u>Agreements for 406 Southeast Syrcle Drive - Keith Wilkins. Community &</u> <u>Environment Department Director</u>

That the Board ratify the following April 18, 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 406 Southeast Syrcle Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and John L. and Belle S. Welk, the owners of residential property located at 406 Southeast Syrcle Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$5,295, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for replacing roof and installing new storm windows; and

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

Vote: 4 - 0

7 <u>Recommendation Concerning Residential Rehab Grant Program Funding and Lien</u> <u>Agreements for 18 Milton Road - Keith Wilkins, Community & Environment</u> <u>Department Director</u>

That the Board ratify the following April 18, 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 18 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Gregory K. Johnson, the owner of residential property located at 18 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,087, 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.

Vote: 4 - 0

III. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4194	County Administrator's Report 13. 2.
BCC Regular M	leeting Technical/Public Service Consent
Meeting Date:	05/16/2013
Issue:	Public Hearing Request - Longleaf C&D Disposal Facility Permit Renewal
From:	Pat Johnson, Department Director
Organization:	Solid Waste
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Longleaf C&D Disposal Facility - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for June 10, 2013, at 5:32 p.m., for consideration of the renewal of a Permit to Construct, Operate, Modify, or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility, for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

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

BACKGROUND:

An application to renew a permit to operate in Escambia County was submitted to the Solid Waste Management Department by Waste Management, Inc., d/b/a Longleaf C&D Disposal Facility. This company has applied for a renewal of their permit to construct and operate a construction and demolition debris disposal facility.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will review the application for form and accuracy and approve by legal signoff.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2006-24, enacted March 16, 2006, requires a permit to constuct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

IMPLEMENTATION/COORDINATION:

Solid Waste Management will coordinate the advertising of the Pubic Hearing in the Pensacola News Journal. Following approval of the request, a Permit shall be issued and distributed accordingly.

Attachments

Longleaf Permit 2013 Longleaf Application



Solid Waste Management Department

13009 Beulah Road Cantonment, FL 32533 Phone: 850.937.2160

Patrick T. Johnson, Department Director

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

Permittee:	Waste Management, Inc.
Facility Name:	Longleaf C&D Disposal Facility
Facility Type:	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	2006-04-001CDD
Original Date of Issue:	April 26, 2006
Renewal Date:	June 10, 2013
Expiration Date:	June 9, 2014
Development Review #:	41-18-30-1000-000-000
Date:	05/30/2001
Total Acreage of Facility:	40 Acres
Total Area Licensed for Disposal:	40 Acres

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

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

General Permit Conditions – All Facilities

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

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

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

Phone850-937-2160E-mailPat_Johnson@co.escambia.fl.us

Copy to:

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

Phone850-937-2160E-mailDOBUTLER@co.escambia.fl.us

Specific Permit Conditions – Infill Facilities

1. Facility Setback.

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

2. Aerial and Vertical Height.

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

3. Fencing and Access Control.

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

4. Cover Material and Application

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

5. **Operational Hours**

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

6. Volume Reduction

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

7. Dust Suppression.

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

8. Nuisance

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

9. Queuing

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

10. Commercial General Liability Coverage

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

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

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

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

12. Abatement Procedures

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

13. Required Reports

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

14. Permit Renewals

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

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

Monday – Friday: 850.937.2160 Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By:___

Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

By:_____

Deputy Clerk

BCC Approved: _____

BCC Authorization Date:

Permit Issue Date: June 10, 2013

Permit Expiration Date: June 09, 2014

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

Signature

Date



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

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

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

A. GENERAL INFORMATION

- 1. Type of facility (check all that apply):
 - [] Regional
 - [] Rural
 - [√] Infill
 - [] Transfer
 - [] Land Clearing Debris (LCD)
- 2. Type of application:
 - [] Construction
 - [] Operation
 - [✓] Construction/Operation
 - [] Closure

3. Classification of application:

[]	New	[]	Substantial Modification
[•]	Renewal	[]	Intermediate Modification
		ĒĴ	Minor Modification

- 4. Facility name: Longleaf C&D Disposal Facility
- 5. ID Number: 2006-4-001CDD
- 6. Facility location (main entrance): 2023 Longleaf Drive

Pensacola, FL 32505

7. Location coordinates:

o	41	— 1.1	1S	-	30W
Section:		Township:		Rande:	

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

- 8. Applicant name (operating authority): Longleaf C&D Disposal Facility, Inc.
 - Mailing address: 2023 Longleaf Drive, Pensacola, FL 32505 Street or P.O. Box City County Zip
 - Contact person: Robert Boykin Telephone: (850) 564-2825

	Title: District Manager	Email: <u>rboyki</u>	n@wm.com		
9.	Authorized agent/consultant:				
	Mailing address: Street or P.O. Box		County Zip		
	Contact person:	_ Telephone: (_)		
	Title:				
10.	Landowner (if different than applicant): _	Landowner (if different than applicant):			
	Mailing address:				
	Mailing address: ———————————————————————————————————				
	Contact person:	_ Telephone: (_)		
	Email:				
11.	Date site will be ready to be inspected for	_			
12.	Expected life of the facility: 29		years		
13.	Estimated costs:				
	Total Construction: \$ 492,000	Closing Costs:	\$ 836,345.50		
		-			
14.	Anticipated construction starting and com				
	From: <u>May 2006</u> To:	December 2040			
15.	Expected volume or weight of waste to be	received: 200	yds ³ /day.		

7 a

- B. DISPOSAL FACILITY GENERAL INFORMATION
 - 1. Provide brief description of disposal facility design and operations planned under this application:

See documentation provided with original permit application. See documentation provided with original permit application. See documentation provided with original permit application.

See documentation provided with original permit application.

2.	Facili	ty site supervisor: <u>F</u>	Robert	Boykin	
	Title:	District Manager		Telephone: (850) 564-2825	
	Email	rboykin@wm.com	1		
3.	Disposal area: Total <u>27.2</u> acres; Used <u>9.3</u> acres; Available <u>17.9</u> acres				
4.	Secu	rity to prevent unauth	norized	luse: [√] Yes 🔲 No	
5.	Charg	ge for waste received	d: <u>varie</u>	es\$/yds ³ \$/ton	
6.	Surro	unding land use, zor	ning:		
	[√] [] []	Residential Agricultural Commercial	[√] [] []		
7.	Туре	s of waste received:			
	[√]	C & D debris	[]	Land Clearing Debris	
8.	Atten	dant: [√] Yes []] No	Trained operator: [/] Yes [] No	
9.	9. Spotters: [/] Yes [] No Number of spotters used: 1				
10. Site located in: [] Floodplain [] Wetlands [/] Other N/A					
11	11.Property recorded as a Disposal Site in County Land Records: [] Yes [∕] No				
12	12. Days of operation: Mon-Sat				

4

13. Hours of operation: 7 AM TO 5 PM

14. Days Working Face covered: Weekly

15. Elevation of water table: <u>55-62</u> Ft. (NGVD 1929)

16. Storm Water:

Collected: [✓] Yes [] No

Type of treatment: Detention/Infiltration

Name and Class of receiving water: No Discharge

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

18. Development Review Committee process completed.

[] No	[✔] Yes
Date: <u>M</u> a	ay 30, 2001
Project	Number:
19. Develop	oment Order issued.
[] No	[✔] Yes

Date: May 30, 2001

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

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

UN Signature of Applicant or Agent

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

dmyhan@wm.com E-mail address (if available) 2023 Longleaf Drive Mailing Address

Pensacola, FL 32505 City, State, Zip Code

(601) 790-6115 Telephone Number

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

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

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

Signature

Chanc W. Moore, P.E. Name and Title (please type) 199694 C. 06 NO 67878 Florida Registration Number (Please affix sea ON

240 Heritage Walk, Suite 103 Mailing Address

Woodstock, Ga 30188 City, State, Zip Code

cwmoore@terracon.com Email Address (if applicable)

(770) 924-9799

Telephone Number

2013

Dale



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4282	County Administrator's Report 13. 3.		
BCC Regular M	leeting Technical/Public Service Consent		
Meeting Date:	05/16/2013		
Issue:	Second Amendment to Prospective Purchaser Agreement for Saufley Cⅅ Landfill		
From:	Pat Johnson, Department Director		
Organization:	Solid Waste		
CAO Approval:			

RECOMMENDATION:

<u>Recommendation Concerning the Second Amendment to Prospective Purchaser Agreement</u> <u>between Escambia County and the State of Florida Department of Environmental Protection -</u> <u>Patrick T. Johnson, Solid Waste Management Department Director</u>

That the Board take the following action concerning the Second Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection (FDEP), changing the required date of Certification of Closure for the Saufley Field C&DD Landfill, from May 30, 2013, to November 30, 2013:

A. Approve the Second Amendment to Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection; and

B. Authorize the Chairman to sign the Amendment.

BACKGROUND:

On August 6, 2009, the Board of County Commissioners approved the Prospective Purchaser Agreement between Escambia County and the State of Florida Department of Environmental Protection (FDEP), to modify, close, and monitor the Saufley Construction and Demolition Debris (C&DD) Facility, located at 5660 Saufley Field Road, Pensacola, Florida, and authorized the Chairman to execute the document upon approval. Paragrah 12 of the Agreement provided for a Certification of Closure to FDEP within 24 months from the date the County acquired the property. The acquisition was completed February 6, 2010 and the closure date was set for February 6, 2012.

On April 16, 2012, the Agreement was modified to require that final closure be completed by May 30, 2013. For various reasons not entirely within the control of the County, closure will not be completed by May 30, 2013, as would be required by the first amendment. The County and FDEP therefore agree, in accordance with paragraphs 40 and 43, that the Agreement should be modified to require the County to provide a Certification of Closure to FDEP no later than November 30, 2013.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, County Attorney's Office, has reviewed and approved the Agreement for legal form and sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires that all agreements be signed by the Chairman.

IMPLEMENTATION/COORDINATION:

Following approval of the Agreement and its execution, staff will handle appropriate distribution.

Attachments

PPA Second Amendment PPA First Amendment 2009 PPA

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE OFFICE OF THE NORTHWEST DISTRICT

OGC FILE NO.: 06-1157-C-17-SW

and,

ESCAMBIA COUNTY

_____/

SECOND AMENDMENT TO PROSPECTIVE PURCHASER AGREEMENT

On August 24, 2009, the State of Florida Department of Environmental Protection ("Department") entered into a Prospective Purchaser Agreement with Escambia County ("County") for the final closure of the Saufley Field C&DD Landfill. In Paragraph 12 of the Agreement, the County agreed to provide a Certification of Closure to the Department within 24 months from the date the County acquired the property. Such acquisition was completed on February 6, 2010.

The Agreement was modified on April 16, 2012, to require that final closure be completed by May 30, 2013. For various reasons not entirely within the control of the County, closure will not be completed by this date. The Department and the County therefore agree, in accordance with paragraphs 40 and 43, that the Agreement shall be modified to require the County to provide a Certification of Closure to the Department no later than November 30, 2013.

Any questions for the county regarding this modification should be directed to Patrick T. Johnson, Director, Escambia County Solid Waste Management, 13009 Beulah Road, Cantonment, Florida 32533 or by e-mail, <u>ptjohnson@co.escambia.fl.us</u>. Any questions for the Department should be directed to Charles Harp, Waste Program Administrator, 160 West

Escambia County and FDEP Second Amendment to Prospective Purchaser Agreement Saufley C & D OGC 06-1157-C-17-SW Page 2 of 2

Government Street, Suite 308, Pensacola, Florida 32502 or by e-mail,

Charles.harp@dep.state.fl.us.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized Board of County Commissioners

		By:G	Gene M. Valentino, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	Date:	
By:	Clerk of the Cheur Court		This document approved as to form and legal sufficiency.
Deputy Clerk			By Contail
BCC Appro	ved:		Title Asil. County Atturny Date Arril 23, 2013

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Emile D. Hamilton Director of District Management Northwest District

FILED, on this date, pursuant to § 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

Date

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE OFFICE OF THE NORTHWEST DISTRICT

OGC FILE NO.: 06-1157-C-17-SW

and,

ESCAMBIA COUNTY

AMENDMENT TO PROSPECTIVE PURCHASER AGREEMENT

On August 24, 2009, the State of Florida Department of Environmental Protection ("Department") entered into a Prospective Purchaser Agreement with Escambia County ("County") for the final closure of the Saufley Field C&DD Landfill. In Paragraph 12 of the Agreement, the County agreed to provide a Certification of Closure to the Department within 24 months from the date the County acquired the property. Such acquisition was completed on February 6, 2010.

For various reasons not entirely within the control of the County, closure will not be completed by February 6, 2012, as required by the Agreement. The Department and the County therefore agree, in accordance with paragraphs 40 and 43, that the Agreement shall be modified to require the County to provide a Certification of Closure to the Department no later than May 30, 2013.

Any questions for the county regarding this modification should be directed to Patrick T. Johnson, Director, Escambia County Solid Waste Management, 13009 Beulah Road, Cantonment, Florida 32533 or by e-mail, <u>ptjohnson@co.escambia.fl.us</u>. Any questions for the Department should be directed to Charles Harp, Waste Program Administrator, 160 West

Escambia County and FDEP Amendment to Prospective Purchaser Agreement Saufley C & D OGC 06-1157-C-17-SW Page 2 of 2

by e-mail, Florida 32502 Suite 308, Pensacola, or Street, Government

Charles.harp@dep.state.fl.us.

BLOG WILLIAM COUNTY C ERNIE LEE MAGAHA ATTEST: GLERK OF THE CIRCUIT COURT DEPUTY CLERK AMBIA CO.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized Board of County Commissioners

Wilson B. Robertson, Chairman

ATTEST: Clerk of the Circuit Court

pril 12, 2012 Date:

By: Deputy Clerk

5,2012 BCC Approved: ____ pr

This document approved as to iorm and legal sufficiency. By Title 340 22,2012 Date

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Emile D. Hamilton Director of District Management Northwest District

FILED, on this date, pursuant to § 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

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16-12

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Clerk's C	riginal
\$16/2009	riginal

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE OFFICE OF THE NORTHWEST DISTRICT

OGC FILE NO.: 06-1157-C-17-SW

and,

Escambia County

PROSPECTIVE PURCHASER AGREEMENT

This Agreement ("Agreement") is entered into between the State of Florida Department of Environmental Protection ("Department") and Escambia County ("County"). The Department and County agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to define the limited liability, subject to the reservations and limitations contained herein, of the County for existing contamination at the Saufley C&D facility in the event the County voluntarily acquires, and then closes and undertakes long-term care and groundwater monitoring of the C&D facility.

The Department agrees that the County's entry into this Agreement, and the actions undertaken by the County in accordance with this Agreement are voluntary and do not constitute an admission of liability. The resolution of the potential liability of the County in exchange for the consideration provided by the County to the Department is of substantial benefit and is in the public interest.

Parties

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated in Title 62, Florida Administrative Code (F.A.C.) The Department has jurisdiction over the matters addressed in this Agreement.

2. The County, is a person within the meaning of Section 403.031(5), F.S.

3. The County, is a political subdivision of the State of Florida.

<u>History</u>

4. On February 1, 2005, Louisiana Investment Group, LLC ("LIG") acquired title to the property located at 5660 Saufley Field Road, Pensacola, Escambia County, Florida, identified by Escambia County Property Appraiser's Office parcel identification number 381S1-3303-000-001 (the "Property") attached and incorporated as **Exhibit 1**. The LIG operated a Construction and Demolition Debris Disposal Facility at the Property from January 2005 to March 4, 2008.

5. On February 11, 2008, the Department ordered LIG to properly close the facility. On March 4, 2008, the Department issued a Final Order Of Abandonment as a result of LIG's failure to obtain required permits and to close the facility in accordance with Department's rules. On March 28, 2008, a Consent Final Judgment ("CFJ") was entered against LIG. The CFJ awarded judgment in favor of the Department and against LIG in the sums of \$661,500.00 in civil penalties and \$15,897.62 in Department costs, which amounts remain unsatisfied. The Judgment was recorded in the land records for Escambia County on April 4, 2008, in book 6309 at page 1260.

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6. Closure activities at the Property performed to date have included the moving of waste to attempt to achieve a side slope of three feet horizontal to one (1) foot vertical, cover exposed waste with soil, seed some surfaces in an attempt to control erosion, and some work to establish a storm water system. Failure to adequately complete these requirements has resulted in significant erosion, exposed waste, odors and a failed storm water system.

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7. The County intends to acquire the Property, close the facility and to convert the Property to a beneficial use. The County agrees to become responsible for the long term care and groundwater monitoring of the facility in accordance with Rule 62-701.730(10), F.A.C. The County certifies and represents that it is not a prior owner of the Property and has not been an operator of the facility thereon. Further, the County is not affiliated with the previous owners or operators of the Property.

Definitions of Additional Terms

8. ""Existing Contamination" shall mean any hazardous substances, pollutants or contaminants present or existing on or under the Property or that have or will result from the hazardous substances, pollutants or contaminants present or existing on or under the Property as of the effective date of this Agreement, and specifically including hazardous substances, pollutants or contaminants that may be discovered or revealed subsequent to and which results from disposal of waste before the effective date of this Agreement.

"Property" shall mean that land and improvements encompassing approximately
 22.82 acres, located at 5660 Saufley Field Road, and depicted generally on the map attached as
 Exhibit 2.

10. "State" shall mean the state of Florida, its departments, agencies and instrumentalities.

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Consideration

11. In consideration of and in exchange for the Department's release of lien and covenant not to sue herein, the County agrees to close the facility in accordance with Rule 62-701.730(9), F.A.C. and to complete the closure within twenty-four (24) months from the date it acquires the Property. The County shall promptly notify the Department when it has acquired

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the Property. Further, the County agrees to undertake long-term care and groundwater monitoring of the facility consistent with the requirements of the Rule. The County shall not be required to undertake remediation of ground water due to Existing Contamination, even if tests subsequent to the effective date of this Agreement show levels of Existing Contamination have increased or exceeded regulatory limits.

12. The County shall complete final closure of the facility pursuant to the requirements of Rule 62-701.730, F.A.C. and provide certification of closure to the Department in accordance with Rule 62-701.730(9)(c), F.A.C. , within twenty-four (24) months from the date it acquires the Property. The Department shall direct Evanston Insurance Company and all of its agents and representatives to reimburse the County for authorized closure costs incurred in accordance with a Closure Plan, pursuant to Policy Number 07EIL.00279, if and to the extent such funds are available under the policy. Nothing contained herein shall constitute an assurance or representation by the Department that such funds are or will be available to the County or that they will be sufficient to reimburse the County for any specific amount.

13. The County agrees to conduct long term care of the facility in accordance with Rule 62-701.730(10), F.A.C. Groundwater monitoring shall be conducted on background and compliance wells on a semi-annual basis for a five year long-term care period. The wells to be sampled are:

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Well Name	Designation	Approximate Location	Test Site Number
MW-1	Compliance	Approximately 346' west of MW-2 & approximately 8' north of south property line	9228
MW-2	Water Level Only	Approximately 115' west of southeast property corner & approximately 8' north of south property line	9227
MW-3	Water Level Only	Approximately 215' south of northwest property corner & approximately 40' east of west property line	9226

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MW-4	Compliance	Approximately 460' west of MW-1 & approximately 8' north of south property line	19308
MW-6	Background	Approximately 50' south of northeast property corner & approximately 10' west of east property line	19371
MW-5	Water Level Only	Approximately 360' north of southwest property corner & approximately 10' east of west property line	19370

Results shall be reported on June 1 and December 1 each year. All sampling and analysis shall be conducted in accordance with the requirements of Rule 62-701.510(6)(b), F.A.C. Parameters analyzed shall be in accordance with Rule 62-701.730(4)(b), F.A.C. Water levels in each monitoring well shall be measured in a single day. Water levels shall be measured on the sample day and recorded prior to evacuating the wells or collecting samples. At each well site, water level, top of well casing and land surface elevations shall be measured and recorded at a precision of plus or minus 0.01 feet NAVD for each analysis report. Prior to sampling, the field parameters shall be stabilized from each well. Sampling and purging methods in the SOP's, as allowed in Chapter 62-160, F.A.C., must be used. Water Sample Analysis of all samples shall be conducted using approved State and Federal analytical methods with detection limits at or below the maximum allowable concentrations for all parameters, whenever possible. The Department shall direct Evanston Insurance Company and all of its agents and representatives to reimburse the County for authorized long-term care costs incurred in accordance with a Closure Plan, pursuant to Policy Number 07EIL00279, if and to the extent such funds are available under the policy. Nothing contained herein shall constitute an assurance or representation by the Department that such funds are or will be available to the County or that they will be sufficient to reimburse the County for any specific amount.

14. The results of each set of semiannual ground water analyses shall be submitted electronically on floppy diskettes or compact disc media readable by a Microsoft Windows

computer. The data shall be evaluated using ADaPT, and shall be electronically submitted to the Department using ADaPT to conduct data quality review and compliance checking. Electronic laboratory data must be submitted in a specific format called an Electronic Data Deliverable (EDD). The submittal shall also include laboratory reports, Chain of Custody sheets, field data sheets, Water Sampling Logs. The website with information on ADaPT can be viewed using the following internet link: <u>http://www.dep.state.fl.us/labs/dqa/adaptfaq.htm</u>. That data received by the Department will be used by it to assist in the evaluation of possible actions with regard to the property or against potentially responsible parties. Any decisions with regard to such actions shall be made by and in the sole discretion of the Department.

15. The benefits and burdens of this Agreement will run with the land and title to the Property, and will be binding upon the County and its successors and/or assigns in interest. Any future development of or construction on the Property shall follow the procedures and guidelines set forth in the Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida, dated May 3, 2001 attached and incorporated as **Exhibit 3**.¹ The water quality evaluations in Sections 4.6, 4.6.1, and 4.6.2 and Appendices E. and F. of the Guidance document do not apply. Appendices E. and F. are not included in Exhibit 3.

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Access/Notice to Successors in Interest

16. Commencing on the date that the County acquires title to the Property, it shall provide the Department, its authorized employees and representatives, an irrevocable right of access at all reasonable times to the Property. Except as specifically waived or modified by this Agreement, the Department retains all of its authorities and rights with regard to the Property or operations thereon, including its authority to bring enforcement actions, under any applicable statute or regulation, including any amendments thereto.

¹ <u>http://www.dep.state.fl.us/waste/quick_topics/publications/shw/solid_waste/DumpGuideTotal.pdf</u>

17. Within ten (10) days after the effective date of this Agreement, the County shall record a certified copy of this Agreement with the Clerk of the Court, Official Records section , Escambia County, State of Florida. Thereafter, each deed, title, or other instrument conveying an interest in the Property shall contain a notice stating that the Property is subject to this Agreement. A copy of these file stamped documents should be sent to the persons listed in the Notices and Submissions section below.

18. The County shall ensure that transferees, assignees, successors in interest, lessees, and sublessees, of the Property shall provide the same access and cooperation. The County shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Agreement.

Due Care/Cooperation

19. The County shall exercise due care at the Property with respect to the Existing Contamination; and shall comply with all applicable local, State, and federal laws and regulations in the act of closing the landfill or any remediation associated therewith. The County recognizes that the implementation of closure may disclose, disturb or distribute Existing Contamination. In the event the County becomes aware of any action or occurrence on the Property which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Property that presents an imminent threat to public health, welfare or the environment, the County shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release and shall, in addition to complying with any applicable notification requirements under any law, immediately notify the Department of such release or

threatened release. Nothing contained herein shall be construed as obligating the Department to inspect, respond, contain, remove, abate or advise as to any contamination, pollution or other condition that currently exists or may be found to exist at the Facility.

Certification

20. By entering into this agreement, the County certifies that to the best of its knowledge and belief that the premises in paragraph 7 are true, accurate and complete, that it has fully and accurately disclosed to the Department all information known to it and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Property. The County also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Property. If the Department determines that information provided by the County is not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void and the Department reserves all rights it may have to pursue the recovery of costs, damages or penalties.

Department's Covenant Not To Sue

21. As consideration for the County doing the following: (i) acquiring the Property; (ii) completing closure of the C&D facility within twenty-four (24) months from the date it acquires the Property; (iii) providing the Department a Certification of Closure Construction within twenty-four (24) months from the date it acquires the Property, and (iv) conducting longterm care and groundwater monitoring, the Department, subject to the Reservations of Rights section of this Agreement, covenants not to sue or take any other civil or administrative action

against the County, its members, directors, officers, affiliates, and its agents for any and all civil liability, for injunctive relief, or reimbursement of costs associated with Existing Contamination at the Property, including but not limited to groundwater contamination, and specifically including actions seeking remediation of groundwater due to Existing Contamination. Provided, however, that the County is not found to be involved in bringing additional wastes to or discharging pollutants on to the Property following the date hereof, and the County does not default in its obligations hereunder, in which circumstances such covenant not to sue shall be null and void. Upon acquisition of the Property by the County, following execution of this Agreement, the Department shall release its judgment lien on the Property. This Agreement shall not constitute any assurance by the Department that third parties or the United States, its agencies or instrumentalities will not make claims against the County in connection with the Property or the matters addressed hereunder.

Reservation of Rights

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22. The covenant not to sue set forth above does not pertain to any matters other than those expressly specified in paragraph 21 above. The Department reserves and this Agreement is without prejudice to all rights against the County with respect to all other matters, including but not limited to, the following:

(a) claims or liability based on a failure by the County to meet a requirement of this
 Agreement, including but not limited to those set forth in the Sections entitled Consideration,
 Access/Notice, and Due Care/Cooperation as set forth herein;

(b) any claims or liability resulting from future releases of hazardous substances, pollutants or contaminants, (save and except for Existing Contamination), at or from the Property caused or contributed to by the County, its successors, assignees, lessees or sublessees;

(c) any claims or liability resulting from exacerbation by the County, its successors, assignees, lessees or sublessees, of Existing Contamination;

(d) any claims or liability resulting from the release or threat of release of hazardous
 substances, pollutants or contaminants, at the Property after the effective date of this Agreement,
 not within the definition of Existing Contamination;

(e) any criminal liability; and

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(f) any claims or liability resulting from a County's violation of local, state or federal law or regulation.

23. Nothing in this Agreement is intended to limit the right of the Department to undertake future response actions at the Property or to seek to compel responsible persons to perform or pay for response actions at the Property, save and except the express limitations set out in the Department's Covenant Not To Sue. The County acknowledges that it is purchasing or otherwise acquiring property where future groundwater response actions may be required by others.

24. Nothing in this Agreement is intended to bind, compel or commit the Department to undertake or pay for any response actions, contamination assessment or remediation at the Property or to initiate any legal action against any potentially responsible person.

County's Covenants Not To Sue

25. In consideration of the Department's Covenant Not To Sue in this Agreement, the County hereby covenants not to sue and not to assert any claims or causes of action against the State, its authorized officers, employees, or representatives with respect to the Property (save and except for actions seeking to enforce the terms of this Agreement) including but not limited to, any direct or indirect claims for reimbursement pursuant to any provision of law, any claim

against the State related to the Property, or any claims arising out of response activities at the Property. Further, the County covenants not to sue and not to assert any claim or cause of action against the State, its authorized officers, employees, or representatives, either i) to compel the State to take any action with regard to the Existing Contamination or any groundwater contaminated thereby, the Property or any potentially responsible party or ii) for the State's decisions not to act, its failure to act or any delay in taking action with regard to the Existing Contaminated thereby.

Parties Bound/Transfer of Covenant

26. This Agreement shall apply to and be binding upon the Department, and the County, as well as their respective officers, directors, employees, and agents. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

27. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon the County under this Agreement may be assigned or transferred to any person with the prior written consent of the Department in the Department's sole discretion.

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28. The County agrees to pay the reasonable costs incurred by the Department to review any subsequent requests for consent to assign or transfer the Property.

29. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by, all the terms and conditions, and subject to all the benefits, of this Agreement except as the Department and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any subsequent assignment or

transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to a certification of no prior involvement, association or contribution to the Existing Contamination in order for the Department's Covenant Not to Sue to be available to that assignee or transferee. The Department may, following the assignment and assumption of obligations by an assignee acceptable to the Department, release the County from its obligations hereunder. The Department's Covenant Not To Sue shall not be effective with respect to any assignees or transferees who fail to provide such written consent and certification to the Department in advance of such transfer.

Disclaimer

30. This Agreement in no way constitutes a finding by the Department as to the risks to human health and the environment which may be posed by contamination at the Property neither does it constitute any representation by the Department that the Property is fit for any particular purpose. This agreement in no way constitutes an agreement by the Department to take any action with regard to Existing Contamination or to inspect, contain, remove, abate or advise the County as to any hazardous substances, pollutants or contamination present or existing on the Property.

Notices

31. Notice, when required under this agreement shall be delivered by first class mail, proper postage fully pre-paid thereon, to the following addressees:

If to the Department, to:

W. Richard Fancher District Director Florida Department of Environmental Protection 160 Governmental Center Pensacola, Florida 32502-5794

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All immediate notices shall be delivered electronically to the following Department epost address:

epost_nwdwaste@dep.state.fl.us

If to the County, to:

Sandra P. Jennings, E.I. Bureau Chief, Neighborhood/Community Services Bureau 13009 Beulah Road Cantonment, Fl 32533

All immediate notices shall be delivered electronically to the following Department epost

address:

To: sandra_jennings@co.escambia.fl.us

Copy: ron_hixson@co.escambia.fl.us

Effective Date

32. The effective date of this Agreement shall be the date upon which the Department issues written notice to the parties that the Department has fully executed the Agreement.

Modification

33. If either Department or the County believes that any or all of the obligations of Access/Notice to successors in interest are no longer necessary to ensure compliance with the requirements of the Agreement, such party may request in writing that the other party agree to modify the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

Exhibits

34. Exhibit 1 shall be the legal description of the Property which is the subject of this Agreement.

35. Exhibit 2 shall be the map depicting the Property.

36. Exhibit 3 shall be "<u>Guidance for Disturbance and Use of Old Closed Landfills or</u> Waste Disposal Areas in Florida," Final dated May 3, 2001.

Administrative Provisions

37. The County acknowledges and waives their rights to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this Agreement, and also acknowledges and waives their right to appeal the terms of this Agreement pursuant to Section 120.68, F.S., upon the effective date of this Agreement.

38. The County agrees to publish the notice below in a newspaper of daily circulation in Escambia County, Florida. The notice shall be published one time only within 10 days after the effective date of the Agreement by the Department.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NOTICE OF PURCHASE AGREEMENT

The Department of Environmental Protection gives notice of agency action of entering into an Agreement with Escambia County, a political subdivision of the State of Florida. The Agreement addresses the closure and long term care of property located at 5660 Saufley Field Road, Escambia County, Florida. The Agreement is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Pensacola, Florida, and will be duly recorded in the Public Records of Escambia County, Florida. Persons whose substantial interests are affected by this Agreement have a right to petition for an administrative hearing on the Agreement. The Petition must contain the information set forth below and must be filed (received) in the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Agreement have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by Rule 28-106.404. The agreement must be received by the clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

As provided in section 120.573 of the Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by sections 120.569 and 120.57 for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within twenty-one days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under sections 120.569 and 120.57. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under sections 120.569 and 120.57 are resumed.

39. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes or the rules promulgated thereunder that are not specifically addressed by the terms of this Agreement.

40. No modifications of the terms of this Agreement shall be effective until reduced to writing and executed by the Department and the County.

41. This Agreement is a final agency action by the Department pursuant to Section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition this Agreement will not be effective until further order of the Department.

42. This Agreement may be executed in original counterparts, which when complete shall be binding on all parties, their agents, successors and assigns.

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43. This Agreement constitutes the entire agreement between the Department and the County related to the Property. No prior or present agreements or representations shall be binding upon those parties unless included in this document. No modifications to or change in this document shall be valid or binding unless made in writing and executed by the parties intended to be bound.

> ESCAMBIA COUNTY, FLORIDA; by and through its duly authorized Board of County Commissioners

Date: 8-6-2009

This document approved as to form and legal sufficiency. By <u>Sufficiency</u>. Title <u>Aut. Wanty Attorney</u> Date <u>June 4, 2009</u>

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Clerk of the Circuit Court

W. Richard Fancher Director of District Management Northwest District

Date Executed

ATTEST: Ernie Lee Magaha

Deputy Clerk

BCC Approved: 08-06-2009

By:

FILED, on this date, pursuant to § 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

c: Larry Morgan, FDEP OGC



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4228	County Ad	ministrator's Report	13. 4.
BCC Regular M	leeting Tech	nical/Public Service Co	onsent
Meeting Date:	05/16/2013		
Issue:	Trade In of Sharp AR-M455N Digital IMA	\GER	
From:	Mike Weaver		
Organization:	Public Safety		
CAO Approval:	:		

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Emergency Medical Services Billing Office - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form, allowing the Public Safety Department to trade in a Sharp AR-M455N Digital Imager toward the purchase of a new digital imaging system for the Emergency Medical Services (EMS) Billing Office.

BACKGROUND:

The Sharp AR-M455N Digital IMAGER (#53569) is the main copier/scanner/printer used in the EMS Billing Office, has a copy history in excess of 2,000,018, and is being phased out of its service agreement due to its age. The unit will have a trade-in value of \$250 toward a new, more efficient unit.

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 Board, the Public Safety Department will coordinate the trade-in and purchase.

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department FROM: Disposing Dept.: Public Safety							
Trisha	K. Pohlmani	n	DATE:	4/19/2013			
Propert	ty Custodian (PRINT FULL NAME)					
Propert	ty Custodian (S	Signature):	Blommen Phone No:	471-6425			
		J					
TAG	PROPERTY	OWING ITEM(S) TO BE DISPOSE DESCRIPTION OF ITEM	SED: SERIAL NUMBER	MODEL	YEAR	CONDITIO	
(Y/N)	NUMBER						
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4201	County Administrator's Report 13. 5.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	05/16/2013
Issue:	Application for Transportation Alternatives Program Funding for Massachusetts Avenue Pedestrian Sidewalks
From:	Joy D. Blackmon, P.E., Department Director
Organization: CAO Approval:	Public Works

RECOMMENDATION:

<u>Recommendation Concerning the Application for the Transportation Alternatives Program</u> <u>Funding for the Massachusetts Avenue Pedestrian Sidewalks - Joy D. Blackmon, P.E., Public</u> <u>Works Department Director</u>

That the Board take the following action regarding the Application for Transportation Alternatives Program Funding for the Massachusetts Avenue Pedestrian Sidewalks:

A. Approve re-submittal of an Application for Transportation Alternatives Program Funding to the Florida-Alabama Transportation Planning Organization (TPO) for the construction of sidewalks along Massachusetts Avenue from Hollywood Avenue to Mobile Highway; and

B. Adopt a Resolution in support of the re-submittal of the Application for Transportation Alternative Program Funding for the construction of pedestrian sidewalks on Massachusetts Avenue, from Hollywood Avenue to Mobile Highway.

Pedestrian sidewalks are proposed in the Florida-Alabama Transportation Planning Organization (TPO), Bicycle/Pedestrian Plan. Federal funds are now available through a competitive application process to design and construct the Project. The proposed Project would construct new sidewalks along Massachusetts Avenue, from Hollywood Avenue to Mobile Highway, for a total of 2.5 miles. The annual submittal must include a Resolution supporting the Project adopted in conjunction with the approval to submit.

Federal and State funds are available for the higher priority projects as ranked by the TPO.

BACKGROUND:

Pedestrian sidewalks are proposed in the Florida-Alabama Transportation Planning Organization (TPO), Bicycle/Pedestrian Plan. Federal funds are now available through a competitive application process to design and construct the project. The proposed project would construct new sidewalks along Massachusetts Avenue from Hollywood Avenue to Mobile Highway, for a total of 2.5 miles. The annual submittal must include a Resolution supporting the project adopted in conjunction with the approval to submit. Massachusetts Avenue project is in the FL-AL TPO's Bicycle/Pedestrian Master Plan. It is classified as a collector roadway. Massachusetts Avenue was first submitted in 2012 when we saw that Community Redevelopment Agency was installing sidewalks along a portion of Massachusetts Avenue. Again a logical progression where there is a need for pedestrian facilities.

Federal and state funds are available for the higher priority projects as ranked by the TPO.

BUDGETARY IMPACT:

No local funding match is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

TPO staff will review the application in July 2013. The TPO will be requested to approve a prioritized list of projects during the August 2013 TPO Meeting. Projects will be scheduled for design and construction in their order of priority.

Attachments

Application Resolution

RE-SUBMITTAL APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM PREVIOUSLY SUBMITTED AND FOUND TO BE ELIGIBLE AS TRANSPORTATION ENHANCEMENTS

Date of Original Application:	2012	Date of Re-submittal: <u>2013</u>
Project Sponsor: <u>Escambia Boa</u>	ard of Cou	nty Commissioners (BOCC)
Project Name: <u>Massachusetts</u>	Avenue Sid	lewalks
• • •		ng Massachusetts Avenue from Hollywood Avenue to nect to sidewalks to the east and provide a continuous
pedestrian walkway along this c	orridor.	
Contact: Tommy Brown		

Title: Transportation Planner

Address: 3363 West Park Place, Pensacola, FL 32505

Phone: (850) 595-3404 Fax: (850) 595-3405 E-mail: trbrown@co.escambia.fl.us

Choose 1 alternative:

- R Please continue to rank this project and include the project in the TPO's Draft Transportation Improvement Program (TIP).
- Please do not continue to rank this project and do not include the project in the TPO's Draft Transportation Improvement Program (TIP).

Are you willing to administer all phases of above project through Local Agency Program (LAP) process? X yes _____ no

IMPORTANT:

Any re-submittal not received by the May 31, 2013 deadline will be dropped from consideration for Enhancement funds.

Please inform TPO staff if your project is being constructed through another funding source.

Signature I lower som Date: 4-29-2013



RESOLUTION 2013-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN SUPPORT OF AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR THE CONSTRUCTION OF A PEDESTRIAN SIDEWALK ALONG MASSACHUSETTS AVENUE FROM HOLLYWOOD AVENUE TO MOBILE HIGHWAY; ESTABLISHING A NEED FOR A PEDESTRIAN SIDEWALK; PROVIDING FOR REGIONAL AND COUNTY TRANSPORTATION PLANNING ENDORSEMENT OF A PEDESTRIAN SIDEWALK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, a roadway known as Massachusetts Avenue, is located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for a sidewalk along Massachusetts Avenue from Hollywood Avenue to Mobile Highway; and

WHEREAS, a sidewalk along Massachusetts Avenue has been proposed and approved in the Florida-Alabama Transportation Planning Organization's Bicycle Pedestrian Master Plan; and

WHEREAS, federal Surface Transportation Program funds are now available for Transportation Alternative Projects through the State of Florida Department of Transportation; and

WHEREAS, the sidewalk along Massachusetts Avenue from Hollywood Avenue to Mobile Highway appears to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the State of Florida Department of Transportation.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That the proposed pedestrian sidewalk application has been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need on Massachusetts Avenue for the public health, safety, and welfare of the citizens of Escambia County.

Section 3. That the Board of County Commissioners, in furtherance of such purpose, supports filing the application with the State of Florida Department of Transportation for Federal Transportation Alternatives funding of the sidewalk within the existing right-ofway for Massachusetts Avenue from Hollywood Avenue to Mobile Highway.

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

ADOPTED this of _____, 2013.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: Gene M. Valentino, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By:

Deputy Clerk

(SEAL)

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and le	egal su	fficie	ency /	1 1	1
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4197	County Administrator's Report 13. 6.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	05/16/2013
Issue:	Application for Transportation Alternatives Program Funding for Saufley Field Road (CR 296) Pedestrian Sidewalks
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning the Application for the Transportation Alternatives Program</u> <u>Funding for the Saufley Field Road Pedestrian Sidewalks - Joy D. Blackmon, P.E., Public Works</u> <u>Department Director</u>

That the Board take the following action regarding the Application for Transportation Alternatives Program Funding for the Saufley Field Road (County Road 296) Pedestrian Sidewalks:

A. Approve re-submittal of the Application for Transportation Alternatives Program Funding to the Florida-Alabama Transportation Planning Organization (TPO) for pedestrian sidewalks on Saufley Field Road (County Road 296), from Mobile Highway (State Road 10A) to Naval Air Station (NAS) Saufley Field for a total of 1.87 miles; and

B. Adopt a Resolution in support of the re-submittal of the Application for Transportation Alternatives Program Funding for the Saufley Field Road (County Road 296) pedestrian sidewalks.

Pedestrian sidewalks are proposed in the Florida-Alabama Transportation Planning Organization (TPO), Bicycle/Pedestrian Plan. Federal funds are now available through a competitive application process to design and construct the Project. The proposed Project would construct new sidewalks on Saufley Field Road, from Mobile Highway to NAS Saufley Field for a total of 1.87 miles. The annual submittal must include a Resolution supporting the Project adopted in conjunction with the approval to submit.

Federal and State funds are available for the higher priority projects as ranked by the TPO.

BACKGROUND:

Pedestrian sidewalks are proposed in the Florida-Alabama Transportation Planning Organization (TPO), Bicycle/Pedestrian Plan. Federal funds are now available through a competitive application process to design and construct the path. The proposed project would construct new sidewalks on Saufley Field Road from Mobile Highway to N.A.S. Saufley Field for a total of 1.87 miles. The annual submittal must include a Resolution supporting the project adopted in conjunction with the approval to submit. Saufley Field Road project is in the FL-AL TPO's Bicycle/Pedestrian Master Plan. It is classified as a minor arterial roadway. Saufley Field Road was first submitted in 2006 when FDOT was installing pedestrian improvements along Michigan Avenue. This was a logical progression of the sidewalks where an existing need for pedestrian facilities exist.

Federal and State funds are available for the higher priority projects as ranked by the TPO.

BUDGETARY IMPACT:

No local funding match is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

TPO staff will review the application in July 2013. The TPO will be requested to approve a prioritized list of projects during the August 2013 TPO Meeting. Projects will be scheduled for design and construction in order of priority.

Attachments

Application Resolution

RE-SUBMITTAL APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM PREVIOUSLY SUBMITTED AND FOUND TO BE ELIGIBLE AS TRANSPORTATION ENHANCEMENTS

Date of Original Application: May 26, 2006 Date of Re-submittal: May 31, 2013

Project Sponsor: Escambia Board of County Commissioners

Project Name: Saufley Field Road Sidewalks

Project Description: ______ Project will provide a complete pedestrian facility, 5-foot sidewalks on both sides of roadway,

by connecting existing sidewalks within the corridor. The corridor is on Saufley Field Rd (CR-296) from Mobile Hwy

to NAS Saufley Field a distance of approximately 1.87 miles

Contact: Thomas Brown, Jr

Title: Transportation Planner

Address: 3363 West Park PL, Pensacola, FL 32505

Phone: 850-595-3404 Fax: 850-595-3405 E-mail: Thomas brown@co.escambia.fl.us

Choose 1 alternative:

- R Please continue to rank this project and include the project in the TPO's Draft Transportation Improvement Program (TIP).
- Please do not continue to rank this project and do not include the project in the TPO's Draft Transportation Improvement Program (TIP).

Are you willing to administer all phases of above project through Local Agency Program (LAP) process? _X_ yes ____ no

IMPORTANT:

Any re-submittal not received by the May 31, 2013 deadline will be dropped from consideration for Enhancement funds.

Please inform TPO staff if your project is being constructed through another funding source.

Signature Thank June Date: 4-24-2013



RESOLUTION NUMBER R2013-____

BOARD OF COUNTY OF THE Α RESOLUTION COUNTY. **FLORIDA** COMMISSIONERS OF ESCAMBIA APPLICATION FOR TRANSPORTATION SUPPORTING AN ALTERNATIVES PROGRAM FUNDING FOR A PEDESTRIAN SIDEWALK ON SAUFLEY FIELD ROAD (CR296); ESTABLISHING A NEED FOR A PEDESTRIAN SIDEWALK: AND COUNTY REGIONAL PROVIDING FOR PLANNING ENDORSEMENT OF TRANSPORTATION Α PEDESTRIAN SIDEWALK: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, a roadway known as Saufley Field Road (CR 296) is located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for a sidewalk along Saufley Field Road (CR 296); and

WHEREAS, a sidewalk within the existing right-of-way along Saufley Field Road from Mobile Hwy to Naval Air Station (NAS) Saufley Field for a total of 1.87 miles has been proposed to the Florida-Alabama Transportation Planning Organization; and

WHEREAS, Federal Surface Transportation Program funds are now available for Transportation Alternatives Projects through the State of Florida Department of Transportation; and

WHEREAS, the proposed pedestrian sidewalk along Saufley Field Road appears to meet the eligibility requirements for funding; and

WHEREAS, it is in the best interest of the public health, safety, and welfare of the citizens of Escambia County to seek funding for the sidewalk from the Florida Department of Transportation.

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

<u>Section 1.</u> That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

<u>Section 2</u>. That the proposed pedestrian sidewalk application has been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need on Saufley Field Road for the public health, safety, and welfare of the citizens of Escambia County.

<u>Section 3.</u> That the Board of County Commissioners, in furtherance of such purpose, supports filing the application with the State of Florida Department of Transportation for Federal Transportation Alternatives funding of the sidewalk within the existing right-of-way on Saufley Field Road from Mobile Hwy to NAS Saufley Field for a total of 1.87 miles.

<u>Section 4.</u> That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ of ______, 2013.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

(SEAL)

This document approved, as to form	1
and legal sufficiency.	
By: TYNNA SUR	
Title: HCH	
Date: 4/24//3	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4236	County Administrator's Report 13.7.	
BCC Regular N	leeting Technical/Public Service Consent	
Meeting Date:	05/16/2013	
Issue:	Conveyance of a Utility Easement to the Town of Century	
From:	Joy D. Blackmon, P.E., Department Director	
Organization:	Public Works	
CAO Approval:		

RECOMMENDATION:

<u>Recommendation Concerning the Conveyance of a Utility Easement to the Town of Century -</u> Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a Utility Easement (approximately 15 feet x 113 feet = 1,695 square feet or 0.04 acres) to the Town of Century on County-owned property located at 7991 North Century Boulevard:

A. Approve granting a Utility Easement (approximately 15 feet x 113 feet = 1,695 square feet or 0.04 acres) to the Town of Century on County-owned property located at 7991 North Century Boulevard;

B. Adopt a Resolution authorizing the conveyance of a Utility Easement (approximately 15 feet x 113 feet = 1,695 square feet or 0.04 acres) to the Town of Century on County-owned property located at 7991 North Century Boulevard; and

C. Authorize the Chairman or Vice Chairman to execute all necessary documents associated with the granting of the Utility Easement.

[All costs associated with accepting and recording the Utility Easement and Resolution will be borne by the Town of Century]

BACKGROUND:

On June 15, 2006, the property located at 7991 North Century Boulevard was conveyed to Escambia County from the Town of Century; the building on this property presently houses the Century Library.

The Town of Century has a project in design to replace and relocate existing gas lines along North Century Boulevard. Due to the limited right-of-way in this area, and to facilitate the Town of Century's project, the Town of Century has requested that the County convey a utility easement on the County-owned property located at 7991 North Century Boulevard. The utility easement measures approximately 15' x 113' and is a strip of the County property which fronts along North Century Boulevard.

The Public Works Department has reviewed this request and has determined that the granting of this utility easement will not adversely affect the County or the public's use of this property, and has no objections to granting the utility easement.

BUDGETARY IMPACT:

All costs associated with accepting and recording the Utility Easement and Resolution will be borne by the Town of Century.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Utility Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on April 19, 2013, and the Resolution was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on April 22, 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 the Town of Century for acceptance and recording in the Public Records of Escambia County.

Staff has been in contact with Debbie Nickles, Nickles Consulting Group, Agent for the Town of Century.

Attachments

Utility Easement Resolution County Parcel Aerial Map This instrument prepared by: Town of Century P.O. Drawer 790 Century, Florida 32535 (850) 256-3208

:

UTILITY EASEMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

THIS UTILITY EASEMENT is made on this _____ day of _____, 2013, by and between Escambia County, a political subdivision of the State of Forida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502, (hereinafter "Grantor"), and Town of Century, a Florida municipal corporation, whose address is 7995 N. Century Boulevard, Century, Florida 32535, (hereinafter "Grantee").

RECITALS:

A. Grantor is the owner of that certain property (hereinafter, the "Property") located in the Town of Century, Escambia County, Florida, more particularly described as follows:

The 15 foot strip of property to the west of and adjacent to the west right-of-way line of U.S. Highway 29 of that certain parcel which is more particularly described in that deed which was recorded in Official Records Book <u>5931</u>, at Page <u>837</u>, of the Public Records of Escambia County, Florida, a true and correct copy of which deed is attached hereto as Exhibit "A."

Grantor owns the Property in fee simple and has the right to convey the Property and/or interests therein to Grantee.

B. Grantee is a Florida municipal corporation which provides sewer, water and natural gas utility services (hereinafter collectively "Utility Service") to the Property and/or to numerous other parcels in the Century community.

C. Grantors are willing to grant this Utility Easement for Utility Service purposes over and upon the Property and subject to the terms and condition hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, the perpetual, non-exclusive right and easement to enter upon, occupy and use the

Property for the purposes of installation, construction, maintenance, repair and replacement of Utility Service lines, appurtenances and all facilities and equipment necessary or convenient in connection therewith (hereinafter collectively the "Facilities"), together with the right to lay, bury, construct, operate, maintain, dig up, repair, install and replace such Facilities from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom.

2. Grantee agrees, at its sole costs and expense, to (i) install, maintain, repair and replace all of Grantee's Facilities located within the Property, and (ii) repair any damage to the ground surface and improvements located on the Property caused by the installation, construction, repair and maintenance of Grantee's Facilities located within the Property.

3. No improvements shall be constructed by Grantor upon the Property without Grantee's prior written consent, which consent shall not be unreasonably withheld provided that such improvements shall not impede Grantee's ability to install, construct, maintain, repair and replace the Facilities.

4. This Utility Easement and all rights and obligations contained herein shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto and shall be deemed to run with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ACCEPTANCE

Escambia County, Florida agrees to provide this Utility Easement for use by the Town of Century, Florida, as authorized by its action of the Board of County Commissioners at its meeting held on , 2013.

Signed, sealed, and delivered in the presence of:

GRANTOR

Escambia County, Florida by and through its duly authorized Board of County Commissioners

ATTEST: Pam Childers Clerk of the Circuit Court

Type/Print Name: Gene M. Valentino, Chairman

Deputy Clerk

SEAL

This document approved as to form and legal sufficiency.

BV Title Date

STATE OF FLORIDA COUNTY OF <u>ESCAMBIA</u>

•

:

	knowledged before me on this day of
, 2013, by	and
	. He/she/they is/are personally known to me or
producedas ide	
	NOTARY PUBLIC
	[Affix Notary Stamp]
	GRANTEE
	TOWN OF CENTURY, a Florida municipal
	Corporation
	By:
	Freddie W. McCall
	Mayor
	Ву:
	Ann C. Brooks,
Attested to by:	President of the Town Council
By:	[Affix Town Seal]
Leslie Gonzalez Town Clerk	
STATE OF FLORIDA COUNTY OF ESCAMBIA	
	knowledged before me on this day of McCall, as Mayor, Ann C. Brooks, as President of
the Town Council, and Leslie Gonzalez, as Tow producedas id	vn Clerk. They are personally known to me or
	NOTARY PUBLIC
	[Affix Notary Stamp]

Recorded in Public Records 06/19/2006 at 02:13 PM OR Book 5931 Page 837, Instrument #2006061744, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Exhibit "A"

This document prepared by: Stephen G. West, Assistant County Attorney Escambia County Attorney's Office 14 West Government Street, Room 411 Pensacola, Florida 32502 (850) 595-4970

STATE OF FLORIDA COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 15^{44} day of 300 day of

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys unto Grantee and Grantee's successors and assigns forever, the following described property (Property) situated in Escambia County, Florida:

See attached Exhibit A.

GRANTOR MAKES THIS CONVEYANCE on the condition that Grantee use the Property for public library purposes. In the event that the Property shall cease to be used for public library purposes for more than twelve consecutive months, all right, title and interest in the Property will automatically revert to the Grantor or its successors and assigns. Grantee may confirm the operation of the reverter by conveying a quitclaim deed to Grantor.

GRANTOR RESERVES a non-exclusive easement for access (including access to the drainage ditch adjacent to the northwestern boundary of the Property, which shall be retained and maintained by Grantor) and parking over and across the paved areas on the Property that are designated and maintained for such purposes by the Grantee, and Grantor conveys to Grantee a non-exclusive easement for access and parking over and across the paved areas on the unconveyed remainder of the parent parcel (described in Official Record Book 2808 at page 220 of the public records of Escambia County) that are designated and maintained for such purposes by Grantor. Grantor shall have no obligation to maintain the paved areas or infrastructure on the Property, and Grantee shall have no obligation to maintain the paved areas or infrastructure on the unconveyed remainder of the parent parcel.

THIS CONVEYANCE is subject to taxes for the year 2006 and subsequent years; conditions, easements, and restrictions of records, if any, but this reference does not operate to reimpose them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental entities.

BK: 5931 PG: 838

GRANTOR will warrant and defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: mo

TOWN OF CENTURY

. Sul

Evelyn Hammond, Mayor

ACCEPTANCE

TITLE TO THE ABOVE PROPERTY is accepted for public use by Escambia County, Florida on this $\underline{1944}$ day of $\underline{2000}$, 2006, as authorized by action of the Board of County Commissioners at its meeting held on $\underline{2000}$.

> ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Ernie Lee Magaha ATTEST: ALL DAY Clerk of the Circuit Court UNTY CO n X SEA AMBIA CO

D. M. "Mike" Whitehead, Chairman

BK: 5931 PG: 839 Last Page

EXHIBIT A

LEGAL DESCRIPTION: (CREATED BY THE UNDERSIGNED)

A NEW COUNTY LIBRARY PARCEL SEPARATING THE LIBRARY (OLD CENTURY POLICE STATION) FROM THE CENTURY CITY HALL DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISC AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 53 DEGREES 10 MINUTES 42 SECONDS EAST A DISTANCE 4.03 FEET TO A POINT ON A SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF CENTURY BOULEVARD, U.S. HIGHWAY 29 (S.R., 95; 80' R/W); THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY EXTENSION AND WESTERLY RIGHT-OF-WAY NORTH 36 DEGREES 49 MINUTES 18 SECONDS EAST A DISTANCE OF 2585.82 FEET TO A 3/4" IRON ROD AT D.O.T., PI (POINT OF INTERSECTION) STATION 55+40.69 AS SHOWN ON THE D.O.T. RIGHT-OF-WAY MAP OF STATE ROAD 95, SECTION NUMBER 48060-2505, SHEET 3 OF 5; THENCE RUN NORTH 36 DEGREES 46 MINUTES 37 SECONDS EAST A DISTANCE OF 23.36 FEET TO A 5/8" CAPPED IRON ROD AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY RUN NORTH 53 DEGREES 07 MINUTES 44 SECONDS WEST A DISTANCE OF 229.84 FEET TO A 4"x 4" CONCRETE MONUMENT; THENCE RUN NORTH 36 DEGREES 54 MINUTES 44 SECONDS EAST A DISTANCE OF 111.75 TO AN ECSAMBIA COUNTY CAPPED IRON ROD; SOUTH 53 DEGREES 27 MINUTES 03 SECONDS EAST ALONG THE THENCE RUN SOUTHWESTERLY EDGE OF AND EXISTING 10' WIDE SIDEWALK AND IT'S EXTENSION A DISTANCE OF 229.58 FEET TO SAID WESTERLY RIGHT-OF-WAY OF CENTURY BOULEVARD; THENCE RUN ALONG SAID RIGHT-OF-WAY SOUTH 36 DEGREES 46 MINUTES 37 SECONDS WEST A DISTANCE OF 113.04 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 5, TOWNSHIP 5 NORTH, RANGE 30 WEST ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.59 ACRES (25817 SQUARE FEET) MORE OR LESS.

LESS AND EXCEPT THE NORTHWESTERLY 5 FEET CONTAINING A CITY OF CENTURY DRAINAGE DITCH FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISC AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 53 DEGREES 10 MINUTES 42 SECONDS EAST A DISTANCE 4.03 FEET TO A POINT ON A SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF CENTURY BOULEVARD, U.S. HIGHWAY 29 (S.R.. 95; 80' R/W); THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY EXTENSION AND WESTERLY RIGHT-OF-WAY NORTH 36 DEGREES 49 MINUTES 18 SECONDS EAST A DISTANCE OF 2585.82 FEET TO A 3/4" IRON ROD AT D.O.T., PI (POINT OF INTERSECTION) STATION 55+40.69 AS SHOWN ON THE D.O.T. RIGHT-OF-WAY MAP OF STATE ROAD 95, SECTION NUMBER 48060-2505, SHEET 3 OF 5; THENCE RUN NORTH 36 DEGREES 46 MINUTES 37 SECONDS EAST A DISTANCE OF 23.36 FEET TO A 5/8" CAPPED IRON ROD; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY RUN NORTH 53 DEGREES 07 MINUTES 44 SECONDS WEST A DISTANCE OF 224.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 53 DEGREES 07 MINUTES 44 SECONDS WEST A DISTANCE OF 5.00 FEET TO A 4"x 4" CONCRETE MONUMENT; THENCE RUN NORTH 36 DEGREES 54 MINUTES 44 SECONDS EAST A DISTANCE OF 111.75 TO AN ECSAMBIA COUNTY CAPPED IRON ROD; THENCE RUN SOUTH 53 DEGREES 27 MINUTES 03 SECONDS EAST A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 36 DEGREES 46 MINUTES 37 SECONDS WEST A DISTANCE OF 111.78 FEET TO THE POINT OF BEGINNING (CONTAINING 0.01 ACRE MORE OR LESS).

RESOLUTION R2013-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF A UTILITY EASEMENT TO THE TOWN OF CENTURY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a parcel of real property (Property) located in Escambia County, Florida, more particularly described in the Utility Easement attached to this resolution as Exhibit A; and

WHEREAS, the Town of Century (Town) has requested that the County convey a utility easement over the Property in order to allow installation of utility service lines; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the public to convey a utility easement to the Town under the terms and conditions stated herein; and

WHEREAS, the conveyance of the utility easement from the County to the Town is authorized pursuant to Section 125.38, Florida Statues; and

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall donate a utility easement over the Property to the Town, with all costs associated with accepting the utility easement and recording it in the public records being borne by the Town.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS Clerk of the Circuit Court Gene M. Valentino, Chairman

This document approved as to form and legal sufficiency. By College Title Asst. County Atturny Date Am. 1.22 2003

By:

Deputy Clerk

This instrument prepared by: Town of Century P.O. Drawer 790 Century, Florida 32535 (850) 256-3208

Exhibit "A"

UTILITY EASEMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

THIS UTILITY EASEMENT is made on this ______ day of ______, 2013, by and between Escambia County, a political subdivision of the State of Forida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place. Pensacola, Florida 32502, (hereinafter "Grantor"), and Town of Century, a Florida municipal corporation, whose address is 7995 N. Century Boulevard, Century, Florida 32535, (hereinafter "Grantee").

RECITALS:

A. Grantor is the owner of that certain property (hereinafter, the "Property") located in the Town of Century, Escambia County, Florida, more particularly described as follows:

The 15 foot strip of property to the west of and adjacent to the west right-of-way line of U.S. Highway 29 of that certain parcel which is more particularly described in that deed which was recorded in Official Records Book <u>5931</u>, at Page <u>837</u>, of the Public Records of Escambia County, Florida, a true and correct copy of which deed is attached hereto as Exhibit "A."

Grantor owns the Property in fee simple and has the right to convey the Property and/or interests therein to Grantee.

B. Grantee is a Florida municipal corporation which provides sewer, water and natural gas utility services (hereinafter collectively "Utility Service") to the Property and/or to numerous other parcels in the Century community.

C. Grantors are willing to grant this Utility Easement for Utility Service purposes over and upon the Property and subject to the terms and condition hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, the perpetual, non-exclusive right and easement to enter upon, occupy and use the

Property for the purposes of installation, construction, maintenance, repair and replacement of Utility Service lines, appurtenances and all facilities and equipment necessary or convenient in connection therewith (hereinafter collectively the "Facilities"), together with the right to lay, bury, construct, operate, maintain, dig up, repair, install and replace such Facilities from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom.

2. Grantee agrees, at its sole costs and expense, to (i) install, maintain, repair and replace all of Grantee's Facilities located within the Property, and (ii) repair any damage to the ground surface and improvements located on the Property caused by the installation, construction, repair and maintenance of Grantee's Facilities located within the Property.

3. No improvements shall be constructed by Grantor upon the Property without Grantee's prior written consent, which consent shall not be unreasonably withheld provided that such improvements shall not impede Grantee's ability to install, construct, maintain, repair and replace the Facilities.

4. This Utility Easement and all rights and obligations contained herein shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto and shall be deemed to run with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ACCEPTANCE

Escambia County, Florida agrees to provide this Utility Easement for use by the Town of Century, Florida, as authorized by its action of the Board of County Commissioners at its meeting held on ______, 2013.

Signed, sealed, and delivered in the presence of:

GRANTOR

Escambia County, Florida by and through its duly authorized Board of County Commissioners

ATTEST: Pam Childers Clerk of the Circuit Court

Type/Print Name: Gene M. Valentino, Chairman

Deputy Clerk

SEAL

this document approved as to form and legal sufficiency.

SOWAL Зv Title Date

2

STATE OF FLORIDA COUNTY OF <u>ESCAMBIA</u>

• • • • • •

	acknowledged before me on this day of
	and He/she/they is/are personally known to me or
producedas	
	NOTARY PUBLIC [Affix Notary Stamp]
	GRANTEE
	TOWN OF CENTURY, a Florida municipal Corporation
	By: Freddie W. McCall Mayor
	By: Ann C. Brooks,
Attested to by:	President of the Town Council
By: Leslie Gonzalez Town Clerk	[Affix Town Seal]
STATE OF FLORIDA COUNTY OF ESCAMBIA	
, 2013, by Freddie	acknowledged before me on this day of W. McCall, as Mayor, Ann C. Brooks, as President of Town Clerk. They are personally known to me or identification.
	NOTARY PUBLIC [Affix Notary Stamp]

Recorded in Public Records 06/19/2006 at 02:13 PM OR Book 5931 Page 837, Instrument #2006061744, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Exhibit "A"

This document prepared by: Stephen G. West, Assistant County Attorney Escambia County Attorney's Office 14 West Government Street, Room 411 Pensacola, Florida 32502 (850) 595-4970

STATE OF FLORIDA COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

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WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys unto Grantee and Grantee's successors and assigns forever, the following described property (Property) situated in Escambia County, Florida:

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BK: 5931 PG: 838

GRANTOR will warrant and defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: mo

TOWN OF CENTURY

. Sul

Evelyn Hammond, Mayor

ACCEPTANCE

TITLE TO THE ABOVE PROPERTY is accepted for public use by Escambia County, Florida on this $\underline{1944}$ day of $\underline{2000}$, 2006, as authorized by action of the Board of County Commissioners at its meeting held on $\underline{2000}$.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Ernie Lee Magaha ATTEST: ALL DAY Clerk of the Circuit Court UNTY CO n X SEA AMBIA CO

D. M. "Mike" Whitehead, Chairman

BK: 5931 PG: 839 Last Page

EXHIBIT A

LEGAL DESCRIPTION: (CREATED BY THE UNDERSIGNED)

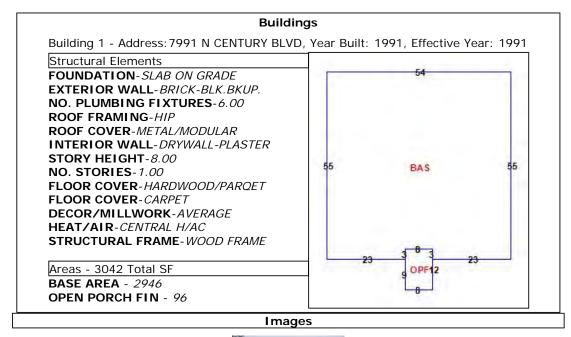
A NEW COUNTY LIBRARY PARCEL SEPARATING THE LIBRARY (OLD CENTURY POLICE STATION) FROM THE CENTURY CITY HALL DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISC AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 53 DEGREES 10 MINUTES 42 SECONDS EAST A DISTANCE 4.03 FEET TO A POINT ON A SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF CENTURY BOULEVARD, U.S. HIGHWAY 29 (S.R., 95; 80' R/W); THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY EXTENSION AND WESTERLY RIGHT-OF-WAY NORTH 36 DEGREES 49 MINUTES 18 SECONDS EAST A DISTANCE OF 2585.82 FEET TO A 3/4" IRON ROD AT D.O.T., PI (POINT OF INTERSECTION) STATION 55+40.69 AS SHOWN ON THE D.O.T. RIGHT-OF-WAY MAP OF STATE ROAD 95, SECTION NUMBER 48060-2505, SHEET 3 OF 5; THENCE RUN NORTH 36 DEGREES 46 MINUTES 37 SECONDS EAST A DISTANCE OF 23.36 FEET TO A 5/8" CAPPED IRON ROD AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY RUN NORTH 53 DEGREES 07 MINUTES 44 SECONDS WEST A DISTANCE OF 229.84 FEET TO A 4"x 4" CONCRETE MONUMENT; THENCE RUN NORTH 36 DEGREES 54 MINUTES 44 SECONDS EAST A DISTANCE OF 111.75 TO AN ECSAMBIA COUNTY CAPPED IRON ROD; SOUTH 53 DEGREES 27 MINUTES 03 SECONDS EAST ALONG THE THENCE RUN SOUTHWESTERLY EDGE OF AND EXISTING 10' WIDE SIDEWALK AND IT'S EXTENSION A DISTANCE OF 229.58 FEET TO SAID WESTERLY RIGHT-OF-WAY OF CENTURY BOULEVARD; THENCE RUN ALONG SAID RIGHT-OF-WAY SOUTH 36 DEGREES 46 MINUTES 37 SECONDS WEST A DISTANCE OF 113.04 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 5, TOWNSHIP 5 NORTH, RANGE 30 WEST ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.59 ACRES (25817 SQUARE FEET) MORE OR LESS.

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Source: Escar			Destars	
	mbia County Property	Appraiser		Full Page Version
General Inform			2012 Certified Roll	
Reference:	055N303141000002		Improvements:	\$110,33
Account: Owners:	111304200 ESCAMBIA COUNTY		Land:	\$24,82
Mail:	221 PALAFOX PL STE	420	Total:	\$135,16
Man.	PENSACOLA, FL 3250			
Situs:	7991 N CENTURY BLV		Save Our Homes:	\$
Use Code:	COUNTY OWNED		Disclaim	<u>er</u>
Taxing Authority:	CENTURY CITY LIMIT	S	Amendment 1 C	alculations
Tax Inquiry:	<u>Open Tax Inquiry Wir</u>	ndow		
	courtesy of Janet Holle	У		
Escambia Count	y Tax Collector			
Sales Data		Official	2012 Certified Roll COUNTY OWNED	Exemptions
Sale Date Boo	k Page Value Type	Records (New	Legal Description	
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06/2006 593		View Instr	DEG 10 MIN 42 SEC	
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12/28/06

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.

TOWN OF CENTURY Requested 15' wide Easement





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT JCC 04/16/13 DISTRICT 5



Escambia County Parcel (Century Library)

15 ' Wide Requested Easement



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4302	Coun	ty Administrator's Report	13. 8.
BCC Regular M	leeting	Technical/Public Service Co	onsent
Meeting Date:	05/16/2013		
Issue:	Request for Disposition of Property	/	
From:	Gordon Pike, Department Head		
Organization:	Corrections		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the two Request for Disposition of Property Forms for the Corrections Department for property which is described and listed on the Disposition Forms. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

BACKGROUND:

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

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Disposition of Property Forms

TO:	D: Clerk & Comptroller's Finance Department ROM: Disposing Department: Corrections COST CENTER NO: 290202						
		epartine <u>nt.</u> concentre		DATE:	05/01/2013		
	Gordon v Custodian (I	PRINT FULL NAME)	1	DATE: 05/01/2013			
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TO:	MENDATION: Board of County County Adminis	Commissioners	Date: George Touart Interim County	5/16/ Moge (Administrator or	toeray	1	
Approve	d by the County	Commission and Recorded in t		Pam Childers, Cler By (Deputy Clerk)	k of the Circuit Co	urt & Compt	roller
This Equ by:	ipment Has Bee	n Auctioned / Sold					
	Print Name		Signature			Date	
Property	Tag Returned to	Clerk & Comptroller's Finance	e Department				
Clerk &	Comptroller's F	inance Signature of Receipt	-	Date		-	
		complete applicable portions of disp	Direction of the second se	T-AY IN THE T	ts for direction.	rev. sh 07	.11.12

TO:		nptroller's Finance Departm	nent	COST CEN	TER NO	290101	
	ROM: Disposing Department: Corrections						
200 000 000	ACTIVITY 1			_DATE:	05/01/2013		
Property Custodian (PRINT FULL NAME) Property Custodian (Signature): Mulasuly REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:		0	hone No:	850-595-3107			
TAG	ST THE FOLL PROPERTY	OWING ITEM(S) TO BE DIS DESCRIPTION OF ITEM		NUMBER	MODEL	YEAR	CONDITION
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			-		-		
Disposal	Comments:						
Disposa							
Compute Date: TO:	Disp er is Ready for D County Adminis	Information Technology Tech	ycling-Unusable nician Signature: re):	g-Qe	~ d ~	Þ.	i
TO: FROM:	County Adminis	Commissioners stration Commission and Recorded in th	Date: 05/16/2 George Touart Interim County #	ingi i	Janan	T	_
_				am Childers, Cler y (Deputy Clerk)	rk of the Circuit Co	urt & Compt	roller
This Equ	ipment Has Bee	n Auctioned / Sold					
by:							
	Print Name	Chall & Constantin I - 1 - Cha	Signature			Date	
Property	r ag Returned to	Clerk & Comptroller's Finance	Department				
Clerk &	Comptroller's F	inance Signature of Receipt	D	ate			
the second s	and the second se	complete applicable portions of disp	osition form. See Disp	osal process char	ts for direction.	rev. sh 07	.11.12



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Co
2013
s of 14 IT items
s Bourne, MIS Director
Attorney's Office

County Administrator's Report 13. 9. Technical/Public Service Consent

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the State Attorney's Office - Charles Bourne, State Attorney's Office, Department Director

That the Board approve the three Request for Disposition of Property Forms for the State Attorney's Office for 14 items of equipment, all of which are described and listed on the Request Forms, with reason for Disposition as stated. Due to the condition of the items, it is requested they be declared surplus and disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedure for disposing of surplus or obsolete equipment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will remove the property tag(s) and return the tag(s) and signed Disposition to the Clerk of the Circuit Court.

The Clerk's Office will remove the equipment from the Information Technology Department of the Office of State Attorney's inventory.

<u>040413</u>

Attachments

FROM: Disposing Department: Office Of State Attorney KRIS BLOM Property Custodian (PRINT FULL NAME)			torney CO	ST CENTER NO:	5	
			DA	TE: 2/21/13		
Proper	ty Custodian (PRINT FULL NAME)		NAME OF COMPANY		
Propert	ty Custodian (§	Signature):	Pho	ne No: 595-4228		
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Y	E54749	COMPUTER	PC-B46Z791	OPTIPLEX 520	05	OBSOLETE
Y	E54883	COMPUTER	3VMXQ91	OPTIPLEX 520	06	OBSOLETE
Y	E54885	COMPUTER	HTMXQ91	OPTIPLEX 520	06	OBSOLETE
Y	E54887	COMPUTER	GTMXQ91	OPTIPLEX 520	06	OBSOLETE
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4310	County Administrator's Report 13. 10.
BCC Regular N	leeting Technical/Public Service Consent
Meeting Date:	05/16/2013
Issue:	Noise Waiver for Outdoor Special Olympic Fund Raiser
From:	T. Lloyd Kerr, AICP, Department Director
Organization:	Development Services
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement</u> <u>Ordinance for an Outdoor Special Olympic Fund Raiser - T. Lloyd Kerr, AICP, Development</u> <u>Services Department Director</u>

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 beginning time from 10:00 a.m. to 8:00 a.m., and the ending time from 10:00 p.m. to 12:00 p.m., for the outdoor Special Olympic fund raiser being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, June 8, 2013, from 8:00 a.m. to 12:00 p.m.

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:

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article II. 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 Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

Attachments

Application Site Location Event Advertising

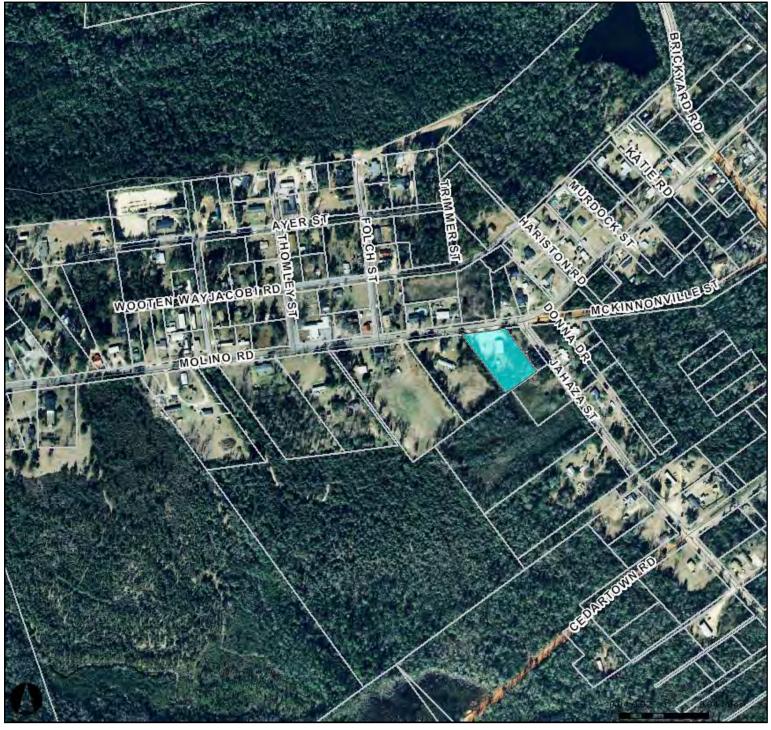


BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Bureau 3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505 P.O. Box 17248 Pensacola, FL 32522-7248 (850) 595-3550 - Phone (850) 595-3512 - FAX www.myescambia.com

SPECIAL EVENT PERMIT	Permit Num	ber: SE 13	3050367	
	Building Per	rmit Number:		
Waiver to Noise Ordinance	Approved B	y:		Date:
Applicant: JOHN ROMAKI	./0	Phone Numbe	er:	
Applicant: JOHN ROMAKI Owner's Name: ROJO DIAB	LO FUT LLC	Phone Numbe	er:	
Owner's Address: 271 mon	INO RD			
City: MDL WO	State: FL		Zip Code: 3	2577
Owner's Address: 271 MON City: MOLINO Job Address: 271 MOLINO) RD MOLINO	FL 32512	Lot or Apt. Nur	nber:
	Limited Waiver Se	ection Only		
Pursuant to Ordinance 2001-8, as am	ended by Ordinance 2001.	-36, a limited wa	aiver of the noi	se restrictions may
be granted to organizations for speci	al outdoor events to take r	place in the con	nmunity.	•
Date of Activity:	Description of Activity	y:		
JUNE STA 2013	SPECIAL OLY.	mpic ATHL	ETIZS of 1	ESCAMBIR/SHATH ROSA
JunizgTH2013Beginning Time:Ending TimeSAM12	e: County Fun	D RAISE.	R	
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Remarks or Comments:				
Driving Directions:	• • • • • • • • • • • • • • • • • • •			
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Escrow Account Number:		Date:	5-3-0	2013
Applicant Signature:	2			

Title



Disclaimer

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



ALL BIKES DEPART AT 9:00 AND RIDE THE ESTIMATED 145 MILE ADVENTURE THROUGH THE COUNTRYSIDE OF North West Florida

First

Place

Camping for the week-end Available @ Barth Camp ground

EARLYBIRD DISCOUNT

For camping at Barth Camp Ground

\$10.00 Double Play \$7.00 Single Play \$5.00 Additional Play Food / 50/50 / Door Prizes LIVE MUSIC AT 6:00 PM Drink Specials ♦ FUN ♣ FOOD ♥ ENTERTAINMENT ♠

<u>ALL</u> Proceeds FOR SPECIAL OLYMPICS of Escambia County

Get your friends and coworkers to pledge \$\$\$ for every mile you ride! Pick up your pledge sheets early @ Louie's, Senior Center, PMS, II Wheelers, Tavern In the country. (Address on instruction **ALL WELCOME!!**

- BIKES
- CARS
- TRUCKS
- GOLF CARTS
- SKATEBOARDS
- ROLLERBLADES

IF YOU CAN ONLY MAKE ONE EVENT THIS SUMMER.... THIS IS *THE* ONE TO MAKE! For More Info Contact: Louie's 271 Molino Rd. Molino FL 32577 Phone 850.754.0278



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4283	County Administrator's Report 13. 11.
BCC Regular N	leeting Technical/Public Service Consent
Meeting Date:	05/16/2013
Issue:	Requests for Disposition and Reinstatement of Property
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

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

That the Board approve the five Request for Disposition of Property Forms and the two Request for Reinstatement of Property Forms for the Public Works Department, indicating 17 items to be properly disposed of and two items to be reinstated, which are described and listed on the forms, with reasons for disposition/reinstatement stated.

The two items for reinstatement include a Pumper Truck, Property #501093, and a Pickup Truck, Property #502020, both of which were written off by Fire Services. It has been determined that the Pumper Truck could be repurposed into a Fuel Truck, saving the Roads Division the cost of a new one. Fire Services has agreed to give the Pumper Truck to the Roads Division. The current Fuel Truck, #51638, is a 2003 model which would normally have been replaced in 2010, and would have been submitted for replacement this year, at which time the Road Department would have requisitioned a new Fuel Truck.

The Pickup Truck, #502020, is due to be replaced, but was written off prematurely; it needs to remain in the fleet until a new vehicle is ordered and assigned by Fire Services.

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. All attached Forms have been signed by the requisite applicable authorities, including the Interim County Administrator.

BACKGROUND:

The two items for reinstatement include a Pumper Truck, Property #501093, and a Pickup Truck, Property #502020, both of which were written off by Fire Services. It has been determined that the Pumper Truck could be repurposed into a Fuel Truck, saving the Roads Division the cost of a new one. Fire Services has agreed to give the Pumper Truck to the Roads Division. The current Fuel Truck, #51638, is a 2003 model which would normally have been replaced in 2010, and would have been submitted for replacement this year, at which time the Road Department would have requisitioned a new Fuel Truck.

The Pickup Truck, #502020, is due to be replaced but was written off prematurely; it needs to remain in the fleet until a new vehicle is ordered and assigned by Fire Services.

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. All attached Forms have been signed by the requisite applicable authorities, including the Interim County Administrator.

BUDGETARY IMPACT:

Recoup of funds if/when property is sold; saving funds by repurposing older vehicles rather than purchasing new vehicles.

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

Request for Disposition of Property Forms

DATE: 4/22/13 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO 210401 Property Custodian (PRINT NAME)

REQUE	ST THE FOLLO	OWING ITEM(S) TO BE DI	SPOSED:				
ITEM	PROPERTY	DESCRIPTION OF ITEM		L NUMBER	MODEL	YEAR	CON-
<u>NO.</u>	NUMBER 48694	Utility Vehicle Off Road	EGO	047-958851	ATV	2000	DITION DAMAGED
	48034	ounty venice on Road				2000	DAMAGED
							_
DISPOS.	AL METHOD:	Junked Donated	XX Auctic	on / Sold			
Disposin Property	g Dept. <u>RO</u> Custodian (Signa	AD DEPARTMENT	Aballer	Phone No:	937-2123		
INFORM	IATION TECHN	OLOGY (IT Technician):					
Conditio		oose to Charity-Unusable for B I for recycling-Unusable	Print Name OCC				
Compute Date:	r is Ready for Di	sposition Information Technology Tec	chnician Signati	ure:			
TO: FROM:	County Adminis Escambia Count		TERRY GR	AY Date:	4/22/2013 designee	-	
TO:	MENDATION: Board of County County Adminis	y Commissioners stration	Date: George Tou: Interim Cou	V VY · V·	Funt	V	
Approve	d by the County (Commission and Recorded in t	he Minutes of:	Pam Childers/Clerk	k of the Circuit Co	urt & Compt	roller
				By (Deputy Clerk)			
	ipment Has Beer	Auctioned / Sold					
by:	Print Name		Signature			Date	90
Property		Clerk & Comptroller's Financ					
Clerk &	Comptroller's Fin	nance Signature of Receipt	_	Date		1	
		Sector Se				dg 8-28-0	8

DATE: 4/17/13 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210401 Property Custodian (PRINT NAME)

NO. NUMBER Image: state	ITEM	PROPERTY	DWING ITEM(S) TO BE DIS DESCRIPTION OF ITEM		NUMBER	MODEL	YEAR	CON-
2 48907 TRAILER, UTILITY CSM121031 2000 3 53533 PLATE TAMP L2340 MBC90 2005 INABLE TO LOCATE Image: Construction of Sold Image: Construction of Sold Image: Construction of Sold DISPOSAL METHOD: Junked Auction / Sold Image: Construction of Sold Image: Construction of Sold Disposing Dept. ROAD DEPARTMENT Property Custodian (Signature): Image: Construction of Sold Image: Construction of Sold Disposing Dept. ROAD DEPARTMENT Print Name Property Custodian (Signature): Print Name Conditions: Dispose to Charity-Unusable for BOCC Send for recycling-Unusable Date: Image: Construction of Signature: Construct Information Technology Technician Signature: Image: Construction of Construction o								DITION
3 53533 PLATE TAMP L2340 MBC90 2005 Image: I		48628	BUSH HOG			306	2000	OLD
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WILL RE-INSTATE IF DISPOSAL METHOD: Junked	3	53533	PLATE TAMP	L.	2340	MBC90	2005	FAIR
FOUND Auction / Sold DISPOSAL METHOD: Junked Auction / Sold Disposing Dept. ROAD DEPARTMENT			UNABLE TO LOCATE	1				
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Donated XX Other: DROP FROM RECORDS Disposing Dept. ROAD DEPARTMENT Phone No: 937-2123 Property Custodian (Signature): Surget Allow Phone No: 937-2123 NFORMATION TECHNOLOGY (IT Technician): Print Name Conditions: Dispose to Charity-Unusable for BOCC Send for recycling-Unusable Print Name Computer is Ready for Disposition Date: Date: Information Technology Technician Signature: TO: County Administration FROM: Escambia County Bureau TO: County Administration TO: Board of County Commissioners FROM: County Administration TO: Board of County Commissioners FROM: County Administration TO: Board of County Commissioners FROM: County Administration Ceorge Touart Interim County Administrator Approved by the County Commission and Recorded in the Minutes of: Pam Childers/Clerk of the Circuit Court & Comptroller By (Deputy Clerk)			FOUND					
NFORMATION TECHNOLOGY (IT Technician): Print Name Conditions: Dispose to Charity-Unusable for BOCC Send for recycling-Unusable Send for recycling-Unusable Computer is Ready for Disposition Date: Date: Information Technology Technician Signature: FO: County Administration FROM: Escambia County Bureau TO: County Administration FROM: Escambia County Bureau TO: Board of County Commissioners FROM: County Administration Corege Touart Date: There in County Administration Date: Corege Touart County Administration George Touart Interim County Administrator Approved by the County Commission and Recorded in the Minutes of: Pam Childers/Clerk of the Circuit Court & Comptroller By (Deputy Clerk)	Disposin	ng Dept. <u>RO</u> 2	Donated	XX Other: 1	DROP FROM R			
Print Name Print Name Conditions:Dispose to Charity-Unusable for BOCC Send for recycling-Unusable Computer is Ready for Disposition Date:Information Technology Technician Signature: TO: County Administration FROM: Escambia County Bureau TERRY GRAY Date:/22/2073 Director or designee TERRY GRAY Director or designee Computer of the County Commissioners FROM: County Administration County Commission and Recorded in the Minutes of: Parn Childers/Clerk of the Circuit Court & Comptroller By (Deputy Clerk) Print Name Signature County Tag Returned to Clerk & Comptroller's Finance Department				Discues				
TO: County Administration FROM: Escambia County Bureau TERRY GRAY Director or designee Director or designee RECOMMENDATION: Date: 4-29-13 TO: Board of County Commissioners Date: 4-29-13 FROM: County Administration Date: 4-29-13 George Touart Interim County Administrator Approved by the County Commission and Recorded in the Minutes of: Pam Childers/Clerk of the Circuit Court & Comptroller By (Deputy Clerk)	Conditio							
FROM: Escambia County Bureau TERRY GRAY Director or designee Director or designee RECOMMENDATION: Date: TO: Board of County Commissioners FROM: County Administration Date: Approved by the County Commission and Recorded in the Minutes of: Date: Part Childers/Clerk of the Circuit Court & Comptroller By (Deputy Clerk)		er is Ready for Di		chnician Signatur	e:			
Director or designee Director or designee Director or designee RECOMMENDATION: TO: Board of County Commissioners FROM: County Administration Date: 4-29-13	го:	County Adminis	stration		Date:	1/22/2013		
TO: Board of County Commissioners FROM: County Administration Approved by the County Commission and Recorded in the Minutes of: 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	FROM:	Escambia Count	y Burcau	TERRY GRA		designee	J	
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	TO:	Board of County		George Touan	ns Do	tuan J	/	
By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by: Print Name Signature Date Property Tag Returned to Clerk & Comptroller's Finance Department	Approve	d by the County	Commission and Recorded in t	he Minutes of:				
This Equipment Has Been Auctioned / Sold by: Print Name Signature Date Property Tag Returned to Clerk & Comptroller's Finance Department				1	am Childers/Cler	k of the Circuit Co	urt & Comptre	oller
Print Name Signature Date Property Tag Returned to Clerk & Comptroller's Finance Department				1	By (Deputy Clerk)			
Print Name Signature Date Property Tag Returned to Clerk & Comptroller's Finance Department	This Equ	ipment Has Beer	n Auctioned / Sold					
Print Name Signature Date Property Tag Returned to Clerk & Comptroller's Finance Department	oy:							
		Print Name		Signature			Date	
Clerk & Comptroller's Finance Signature of Receipt Date	roperty		Clerk & Comptroller's Finance					
Jerk & Comptroller's Finance Signature of Receipt Date				<u>.</u>				
dg 8-28-08	1 1 0	C	nonas Cianatura - CD		Data			

DATE: 4/17/13 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210401 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: DESCRIPTION OF ITEM SERIAL NUMBER MODEL ITEM PROPERTY YEAR CON-NO. NUMBER DITION 51657 Tracking System for Sweeper Installed in #52823 2003 1 Good Tracking System for Sweeper Installed in #51653 2003 2 51658 Good 3 51659 Tracking System for Sweeper Installed in #51654 2003 Good Tracking System for Sweeper Installed in #51655 4 51660 2003 Good Tracking System for Sweeper Installed in #51656 5 51661 2003 Good Auction / Sold DISPOSAL METHOD: Junked Donated Other: Drop from Records, permanently installed in XX sweepers Disposing Dept. **Road Department** Phone No: Property Custodian (Signature): 937-2123 INFORMATION TECHNOLOGY (IT Technician): Print Name Dispose to Charity-Unusable for BOCC Conditions: Send for recycling-Unusable Computer is Ready for Disposition Information Technology Technician Signature: Date: 122/2013 TO: County Administration Date TERRY GRAY FROM: Escambia County Bureau Director or designed **RECOMMENDATION:** Date: Board of County Commissioners TO: FROM: County Administration George Touart Interim County Administrator Approved by the County Commission and Recorded in the Minutes of: Pam Childers/Clerk of the Circuit Court & Comptroller By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by: Print Name Signature Date Property Tag Returned to Clerk & Comptroller's Finance Department Clerk & Comptroller's Finance Signature of Receipt Date dg 8-28-08

DATE: 4/17/13 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210401 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: DESCRIPTION OF ITEM SERIAL NUMBER ITEM PROPERTY MODEL YEAR CON-NO. NUMBER DITION 41255 PUMP SUBMERSIBLE 1994 1 S4M750M3 OLD 41256 PUMP SUBMERSIBLE S4M750M3 2 1994 OLD PUMP STORMWATER 41623 3 1995 OLD THESE HAVE BEEN REPLACED DISPOSAL METHOD: XX Junked Auction / Sold Donated Other: Disposing Dept. ROAD DEPARTMENT Property Custodian (Signature): Phone No: 937-2123 **INFORMATION TECHNOLOGY (IT Technician):** Print Name Conditions: Dispose to Charity-Unusable for BOCC Send for recycling-Unusable Computer is Ready for Disposition Information Technology Technician Signature: Date: 22/201 TO: **County Administration** Date: TERRY GRAY FROM: Escambia County Bureau Director or designee **RECOMMENDATION:** Date: Board of County Commissioners TO: FROM: County Administration George Touart **Interim County Administrator** Approved by the County Commission and Recorded in the Minutes of: Pam Childers/Clerk of the Circuit Court & Comptroller By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by: Date Print Name Signature Property Tag Returned to Clerk & Comptroller's Finance Department Clerk & Comptroller's Finance Signature of Receipt Date dg 8-28-08

20

DATE:	4/25/	13 JATO: BOARD	OF COUNTY COMMISSIO	DNERS			
FROM:	Sherry Ho	Hand ARIA. db0/	COST CENTER NO	: 210401/2	10405		
ricowi.		Custodian (PRINT NAME		210401/2	210405		
	Property C	usioulan (FRINVINAME)				
FOUE	ST THE FOLL	OWING ITEM(S) TO BE DI	SPOSED.				
ITEM	PROPERTY	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-	
NO.	NUMBER					DITION	
1	48700	ROTARY CUTTER	1437	2968858	2000	FAIR	
2	48699	BUZZ BAR	1063	2974203	2000	FAIR	
3	51638	TRUCK FUEL	3FDXF75NX3MB12165	F-350	2003	FAIR	
4	51767	MACHETE BOOM	1870	MR60	2003	FAIR	
5	37900	SIDE MOWER	2096	72	1991	BAD	
	AL METHOD:	Junked Donated	XX Auction / Sold Other:			n 6	
Disposin	g Dept. RO.	AD DEPARTMENT	1.1.				
Property	Custodian (Sign	auro): Shill &	bland Phone No:	937-2123			
rioperty	Customin (orgi		tentra monerno.	201-2120			
INFORM	ATION TECHN	OLOGY (IT Technician):					
			Print Name				
Conditio		oose to Charity-Unusable for B	OCC				
	Seno	d for recycling-Unusable					
Commuta	r is Ready for Di	enertien					
Date:	ar is Ready for Di	Information Technology Te	chnician Signature:				
Date.		information reenhology re					
TO.	Country Admini		Date: 4	130/2013			
TO:	County Adminis			-9-			
FROM:	Escambia Count	y Bureau	TERRY GRAY				
			Director or	designee			
			// -	· · ·			
			- // 5-12		1		
	MENDATION:	a	Date: 5-3-13	2 /	1		
TO:	and the second se	y Commissioners	Souli	Jenny	/		
FROM:	County Adminis	stration	George Touart	Jacotty			
			Interim County Administrate				
			Interim County Administrate	i :			
Annrove	d by the County (Commission and Recorded in t	he Minutes of				
approve	a by the county		Pam Childers/Cler	k of the Circuit Co	urt & Comptr	oller	
			By (Deputy Clerk)				
This Equ	ipment Has Beer	Auctioned / Sold					
oy:	Data Marca		Cinnolum		Data		
Deconverter	Print Name	Clerk & Comptroller's Financ	Signature		Date		
roperty	rag Keturned to	Clerk & Comptroner's rinanc	e Department				
Clark P.	Comptroller's Ei	nance Signature of Receipt	Date				
CICIK &	comptioner's Fi	nance orgnature of Receipt	Date		de 8-28-08		

REQUEST FOR RE-INSTATEMENT OF PROPERTY ESCAMBIA COUNTY, FLORIDA

*4/22/13 / TO: Clerk & Com	22/13 / TO: Clerk & Comptroller's Finance Department						
Sherry Holland Stelland	COST CENTER NO:	9990	Surplu	15			
Property Custodian (PRINT NAME)							
THE FOLLOWING ITEM(S) TO BE DISPOS	ED:			_			
=	Sherry Holland Alland Property Custodian (PRINT NAME)	Sherry Holland Alland COST CENTER NO:	Sherry Holland ADAA COST CENTER NO: 9990 Property Custodian (PRINT NAME)	Sherry Holland Alland COST CENTER NO: 9990 Surplu Property Custodian (PRINT NAME)			

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON- DITION
1	502020	TRUCK PICK-UP	2FTRX18W8XCA41917	F150	1999	POOR
		PLEASE RE-INSTATE				-
		COST CENTER 330202	<u>.</u>			

NEEDED FOR BACK-UP ON THE BEACHES

Receiving Bureau: FIRE SERVICES

INFORMATION TECHNOLOGY (IT Technician):

Print Name

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

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

TO: FROM:	County Administration Escambia County Branch Director	Terry Gray Branch Director br designee	
TO:	MENDATION: Board of County Commissioners Escambia County Administration	Date: 5-3-13 Alm Jawa George Touart Interim County Administrator	

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers/Clerk of the Circuit Court/Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

REQUEST FOR RE-INSTATEMENT OF PROPERTY ESCAMBIA COUNTY, FLORIDA

DATE:	*4/30/13	TO: Clerk & Comptroller's Finance Department	
FROM:	Sherry Holland	Horr Holloff COST CENTER NO: 9990	Surplus
	Property Custodian	(PRINT NAME)	

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON- DITION
1	501093	TRUCK PUMPER	1HTSDNHR6MH353057	4900	1991	GOOD
		PLEASE RE-STATE				
		COST CENTER 210402	(

REPLACING #51638 OLD FUEL TRUCK

Receiving Bureau: ROAD DEPARTMENT

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Terry Gray

Signature

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

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

TO: County Administration

FROM: Escambia County Branch Director

RECOMMENDATION: TO: Board of County Commissioners

FROM: Escambia County Administration

Date: 5-3-13 Denge Douand George Touart

Interim County Administrator

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers/Clerk of the Circuit Court/Comptroller

Date

ZUZ

By (Deputy Clerk)

Date

Branch Direc

This Equipment Has Been Auctioned / Sold

by:

Print Name

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4281	County Administrator's Report 13. 1.
BCC Regular N	leeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Budget Amendment #151/Temporary Equipment Operators - CRA
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Budget Amendment #151 - Amy Lovoy, Management and Budget</u> <u>Services Department Director</u>

That the Board take the following action concerning Budget Amendment #151 providing funding from the County's Community Redevelopment Agency (CRA) Fund for 14 temporary Equipment Operators to mow rights-of-way and pick up litter in the County CRA districts and providing funding for clean sweeps also within the CRA districts:

A. Authorize the creation of 14 temporary Equipment Operator II positions or contract positions to be used for various duties within the CRA districts; and

B. Approve Budget Amendment #151, Community Redevelopment Agency Fund (151), in the amount of \$240,000, moving funds from the Neighborhood Restoration Reserves to fund 14 temporary Equipment Operator II positions - \$160,000, and clean sweep operations within the County CRA districts - \$80,000.

BACKGROUND:

This Board action will establish 14 new temporary personnel positions either as temporary employees or as contract employees to be used to mow rights of way and other similar duties within County CRA districts. These funds will also be used to fund clean sweeps also within the CRA districts.

BUDGETARY IMPACT:

A total of \$240,000 will be taken from the Neighborhood Restoration reserves leaving a balance of \$257,751. Neighborhood Restoration is a program within the Community Redevelopment Agency funded using Community Development Block Grants (CDBG).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This Board action establishes either 14 temporary Equipment Operator II positions or contract positions.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>013ba151</u>

Board of County Commissioners Escambia County Budget Amendment Request

Request Number 151

Approval Authorities				
	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Community Redevelopment Agency (151)/Community & Environment

Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Reserves		220521	59801	240,000
Total				\$240,000

Transfer To: Community Redevelopment Agency (151)/Community & Environment Fund/Department

Account Title				Amount
	Project Number	Cost Center	Account Code	
Other Salaries & Wages		220521	51301	160,000
Other Current Charges & Obligation		220521	54901	80,000
				· · · · · · · · · · · · · · · · · · ·
Total				\$240,000

Detailed Justification:

To provide funds to hire 14 temporary equipment operators for summer work within the County CRA districts (\$160,000) and for clean sweeps also with the CRA's (\$80,000)

OMB Analyst

Bureau Chief

Budget Manager



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4295	County Administrator's Report 13. 2.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Supplemental Budget Amendment #153 - FDEM Domestic Security Grant
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #153 - Amy Lovoy. Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #153, Other Grants and Projects Fund (110) in the amount of \$41,093, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Domestic Security Preparedness Project.

BACKGROUND:

Escambia County is being awarded \$41,093 by the Florida Division of Emergency Management, Grant Number 13-DS-9Z-01-27-01-XXX, and the funds will be used for office furniture at the Emergency Operations Center.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$41,093.

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

<u>SBA# 153</u>

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 was awarded a grant by the State of Florida, Division of Emergency Management, through Contract Number 13-DS-9Z-01-27-01-XXX 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:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title Domestic Security Grant	Fund Number 110	Account Code 334252	Amount 41,093
Total			41,093
Appropriations Title Office Supplies	Fund Number/Cost Center 110/330459	Account Code/ Project Number 55101	Amount 41,093
Total			41,093

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment

153



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4111	County Administrator's Report 13. 3.
BCC Regular Mee	ting Budget & Finance Consent
Meeting Date: 08	5/16/2013
	D 12-13.013, Removal of Derelict Vessels and Associated Debris from scambia River
From: A	my Lovoy, Department Head
Organization: O CAO Approval:	MB

RECOMMENDATION:

<u>Recommendation Concerning the Removal of Derelict Vessels and Associated Debris from</u> <u>Escambia River - Amy Lovoy, Management and Budget Services Department Director</u>

That the Board approve the Agreement Relating to Removal of Derelict Vessels and Associated Debris from Escambia River, PD 12-13.013, between Escambia County and Florida's Forest Recyclers, LLC, for the lump sum of \$68,498.

[Funding: Fund 110, Other Grants & Projects, Cost Center 220807, Object Code 53401]

BACKGROUND:

The Invitation to Bid for the Removal of Derelict Vessels and Associated Debris from Escambia River, PD 12-13.013 was publicly noticed in the Pensacola News Journal on Monday, January 7, 2013. Six providers known to be able to meet the requirements of the solicitation were notified and 3 responses were received on Tuesday, January 22, 2013.

The original agreement was approved on February 2, 2013 and not executed as written. The agreement has been revised to waive the bond requirements at the request of the County Adminstrator. The agreement provides for a one-time payment upon final completion and inspection of the project. The standard practice of the County is to require payment and performance bonds for projects in excess of \$100,000.

BUDGETARY IMPACT:

Funding: Fund 110 Other Grants & Projects, Cost Center 220807, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney prepared the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Agreement

Attachments

AGREEMENT RELATING TO REMOVAL OF DERELICT VESSELS AND ASSOCIATED DEBRIS FROM ESCAMBIA RIVER PD 12-13.013

This Agreement is made this _____ day of ______, 2013, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Florida's Forest Recyclers, LLC, a for-profit limited liability company, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 45-2532873 and whose principal address is 3371 Sugar Tree Drive, Pensacola, Florida 32503.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for removal of derelict vessels and associated debris from Escambia River (PD 12-13.013); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. <u>Recitals.</u> The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. <u>Scope of Services.</u> Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 12-13.013, and corresponding addendum, 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.

3. <u>Contract Amount.</u> In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor a single lump sum payment in the amount of Sixty Eight Thousand Four Hundred Ninety Eight Dollars (\$68,498.00).

4. <u>Method of Payment</u>.

a) County shall make full and final payment of the Contract Amount provided in Section 3 above within thirty (30) calendar days *after Contractor's work is finally inspected and accepted by County*, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit "B"**, and such other documentation that may be required by the Contract Documents or the County.

b) Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

c) The County may decline to approve final payment, or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

5. <u>Contract Time and Liquidated Damages</u>

a) Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within **One Hundred Eighty (180)** calendar days from the Commencement Date. The Work shall be fully completed and ready for final

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acceptance by the County within **Two Hundred and Ten (210)** consecutive calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$500.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

d) When any period of time is reference to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

6. <u>Contract Time and Time Extensions</u>.

a) Contractor shall diligently pursue the completion of the work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project Site, so that its work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the Contract Documents.

b) Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes

thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

c) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based

7. <u>Termination</u>. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

Indemnification. The Contractor agrees to save harmless, indemnify, and defend 8. County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. <u>Insurance</u>. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

(c) Excess or Umbrella Liability.

(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. The workers compensation policy is to be endorsed to include Jones Act Coverage for exposure that may arise from this agreement or contract.

(e) Watercraft Liability with \$2,000,000 minimum per occurrence, including coverage parts of bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

(f) Pollution/Environmental Impairment Liability with \$5,000,000 minimum per claim/aggregate for any pollution and/or environmental impairment that may arise from this agreement or contract.

(g) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(h) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County by endorsement to the policy 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. <u>Notice.</u> 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: Florida's Forest Recyclers, LLC Attention: Vincent J. Whibbs, Jr. 3371 Sugartree Drive Pensacola, Florida 32503 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. <u>Governing Law.</u> 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. Compliance With Laws.

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

13. <u>Permits, License and Taxes</u>.

a) All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

14. <u>Public Records.</u> The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

15. <u>Assignment</u>. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

16. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. <u>Compliance with Laws.</u> Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

18. <u>Miscellaneous.</u> 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.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of ______, 2013, and Florida's Forest Recyclers, LLC, signing by and through its President, duly authorized to execute same.

COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

BCC Approved:_____

ATTEST: Pam Childers Clerk of the Circuit Court Gene M. Valentino, Chairman

Date: _____

By:

By:__

Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency. By/Title: Date:

CONTRACTOR: FLORIDA'S FOREST RECYCLERS, LLC

ATTEST:

By: President

Witness:

Witness:



ESCAMBIA COUNTY FLORIDA INVITATION TO BID BIDDER'S CHECKLIST REMOVAL OF DERELICT VESSELS AND ASSOCIATED DEBRIS FROM ESCAMBIA RIVER SPECIFICATION PD 12-13.013

HOW TO SUBMIT YOUR BID

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. INCOMPLETE BIDS ARE NOT ACCEPTABLE. ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.
- * Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION FORM* (Pages 3 5)
- BID SURETY (BOND, CHECK, ETC.), (Described on page 17)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE "INSURANCE REQUIREMENTS" (Described on Pages 20 – 24)
- PROVIDE A LETTER FROM A SURETY COMPANY LICESNSED TO ISSUE BONDS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S ABILITY TO PROVIDE A PERFORMANCE BOND FOR 100% OF THEIR BID OFFER (Described on Pages 17 – 18)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), <u>FLORIDA STATUTES</u>, ON ENTITY CRIMES (FORM PROVIDED, Pages 9 - 10)
- DRUG-FREE WORKPLACE FORM (FORM PROVIDED, Page 11)
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION (FORM PROVIDED, Pages 12 13)
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT <u>HTTP://WWW.SUNBIZ.ORG/SEARCH.HTML</u>)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

 PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE (Described on Pages 20 24)
- PERFORMANCE BONDS (Described on Pages 17 18)

HOW TO SUBMIT A NO BID

 IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY. DO NOT RETURN WITH YOUR BID

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION AND OFFER FORM

SUBMIT OFFERS TO: CLAUDIA SIMMONS Chief, Purchasing Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Post Office Box 1591, Pensacola, FL 32597-1591 Phone No: (850)595-4980 Fax No: (850) 595-4805

MAILING DATE: Monday, January 7, 2013

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Removal of Derelict Vessels and Associated Debris from Escambia River

SOLICITATION NUMBER: PD 12-13.013

SOLICITATION

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, Tuesday, January 22, 2013 and may not be withdrawn within <u>20</u> days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a wriver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

	ALL BE COMPLETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:	TERMS OF PAYMENT:
VENDOR NAME:	REASON FOR NO OFFER:
ADDRESS:	
CITY, ST. & ZIP:	
PHONE NO.: ()	
TOLL FREE NO.: ()	
FAX NO.: ()	
I contriby that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fitmal. I agree to shake by all conditions of this offer and cortify that I am muthorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the selecitation, including but not limited to certification requirements. In submitting an offer to Escenhis County Florida, the offeror agrees that if the offer is accepted, the offeror will couvery, sell, assign or transfer to Escenhis County Florida all rights title and interest is and to all emisses of action it may now or hereafter acquire under the Anti-tras laws of the United States and the State of Florida for prior fitting relating to the particular commodities or services purchased or sequired by Escenhis	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED)
County Florida. At the County's discussion such assignment shall be made and become effective at the time the County tanders final payment to the efferor.	SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

	Description				Unit	Total Bid
Removal of Escambia Riv	essels and /	Associate	ed Debris	From	LS	

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No	Date	Add

Addendum No.____ Date____

Addendum No. _____ Date _____ Addendum No. ____ Date _____ SEAL IF BID IS BY CORPORATION

Bid Form PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

(PLEASE TYPE INFORMATION BELOW) Mariners License #	I Certify That I Have Examined The Work Site And Have Familiarized Myself With The Site And The Work
Type and size of vessel to be used on the project	Print or Type
Name Under Which License is Recorded	Original Signature
Print or Type	
Original Signature	
Known Permits/Fees required for this project: Issuer	
 State FDEP and/or NW Fla. Water Management Environmental Resource Permit Dead-Head Logging (if wood is to be sold) 	t District
 Federal Army Corps of Engineers Clean Water Act and Rivers and Harbors Act 	t, etc
Person to contact concerning this bid:	Person to contact for emergency service:
Phone #	
Cell Phone #	Phone #:
Fax #	Cell #: Pager #:

E-Mail Address:_____

The work shall be substantially completed within One Hundred Eighty (180) calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within Two Hundred Ten (210) consecutive calendar days from the date of Notice to Proceed. Liquidated damages of \$500.00 each day will be assessed for each day that completion of the project is delayed. All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Bid Form PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

- 2.
- ____
- 3.
- 4.

Scope of Work PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

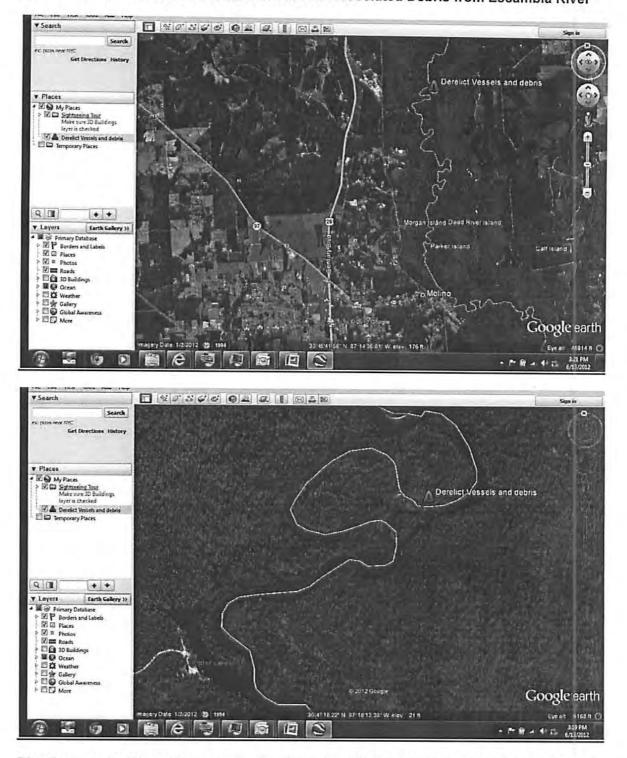
Contractor will remove derelict vessels and associated debris which pose serious navigational/boating safety hazards and obstruction to safe navigation and public health in Escambia River located approximately one river mile north of Cotton Lake boat ramp. Debris consists of fallen timbers and other vegetative debris, as well as destroyed vessels and other manmade debris. Debris must be removed in order to safely remove and dispose of derelict vessels. Contractor will remove the maximum amount (allowable by state and federal permits) of deadfall, stormfall, and other natural and man-made debris. All derelict vessels and debris items shall be removed in a safe and controlled manner, such that no derelict vessels or debris float downstream. Contractor will maintain capability and equipment to recover and properly dispose of any debris that escapes the worksite. Contractor will provide and maintain warning signs per permit conditions.

All derelict vessels and debris (natural and man-made) will be removed and disposed of as conditioned in state and federal permits, and per Escambia County Purchase Order or otherwise provided in writing. Derelict vessels require specific treatment under Florida Law, therefore contractor will document vessel make, model, hull identification number, registration number, vessel name, etc., and take numerous digital photographs. Contractor will notify Escambia County Marine Resources Division manager when derelict vessels are to be removed, and upon transfer of derelict vessels to uplands at authorized removal site. Derelict vessels will not be destroyed until written authorization from Escambia County or Law Enforcement officer. Complete and accurate records will be maintained to quantify and document items removed and disposed. Digital photographs will be recorded to provide photographic documentation of all phases of work, including all work, equipment, etc. required in permit conditions and special conditions.

Contractor is responsible for obtaining and complying with all necessary permits, agreements, insurance policies, Purchase Order terms, requirements, etc. Copies of all executed permits and agreements will be provided to Escambia County. No work will begin until Escambia County has completed review of all permits, agreements, documents, insurance policies, etc., and issued a Notice to Proceed.

Contractor will submit documentation of all daily logs, trucking, receiving, landfill and other receipts with a final report, including quantification of debris removed and final disposition.

Scope of Work PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River



Directions to site: No road access to site. Closest public boat ramp is located on NW Florida Water Management District property at the eastern end of Cotton Lake Road. Proceed up Escambia River to the site located at approximate latitude/longitude: N30 degrees 47'/W087 degrees 18'. Note: Use caution when navigating around derelict vessels and associated

Scope of Work PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

debris. Submerged obstructions may be present, and large quantities of debris may be carried from debris field by strong water currents.

Remainder of Page Intentionally Left Blank

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statues On Entity Crimes PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON ENTITY CRIMES

I. This sworn statement is submitted to

(print name of the public entity)

by

(print individual's name and title)

for_

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FloridaStatutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement, which 1 have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statues On Entity Crimes PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

- _____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)
day of, 20
Notary Public - State of
My commission expires

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Drug-Free Workplace Form

The	undersigned	vendor,	in	accordance	with	Florida	Statute	287.087	hereby	certifies	that
				does:							

Name of Business

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drugfree workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- _____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

Information Sheet for Transactions and Conveyances, Corporation Identification PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Information Sheet for Transactions and Conveyances Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

	(Please Circle One)				
Is this a Florida Corporation:	<u>Yes</u>	or	<u>No</u>		
If not a Florida Corporation, In what state was it created: Name as spelled in that State:					
What kind of corporation is it:	<u>"For</u>]	Profit"	or	"Not for Profit"	
Is it in good standing:	<u>Yes</u>	or	<u>No</u>		
Authorized to transact business in Florida:	<u>Yes</u>	or	<u>No</u>		
State of Florida Department of State Certif No.:	icate of	Author	ity Doc	sument	
Does it use a registered fictitious name:	<u>Yes</u>	or	<u>No</u>		
Names of Officers:					
President:	<u></u>	_Secre	tary:		
VicePresident:		_Treas	urer:		
Director:		Direc	ctor:		
Other:		_Other	r:		
Name of Corporation (As used in Florida):				
(Spelled exactly as it is registed	ered wit	th the st	ate or f	ederal government)	
Corporate Address:					
Post Office Box:					
City State Zin:					
Street Address:					
City, State, Zip:					

instruments involving land) (Please continue and complete page 2) Information Sheet for Transactions and Conveyances, Corporation Identification PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Page 2 of 2 Corporate Identification

Federal Identification Number: (For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____E-mail:_____

Telephone Number: ______ Facsimile Number: ______

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

End

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <u>http://www.myescambia.com</u> Click on ON-LINE SOLICITATIONS

- 1. Sealed Solicitations
- 2. <u>Execution of Solicitation</u>
- 3. <u>No Offer</u>
- 4. Solicitation Opening
- 5. <u>Prices, Terms and Payment</u>
 - 5.01 <u>Taxes</u>
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
- 6. Additional Terms and Conditions
- 7. Manufacturers' Name and Approved Equivalents
- 8. <u>Interpretations/Disputes</u>
- 9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose any Gift Giving
 - 9.03 Gratuities
- 10. <u>Awards</u>
- 11. Nonconformance to Contract Conditions
- 12. <u>Inspection, Acceptance and Title</u>
- 13. Governmental Restrictions
- 14. Legal Requirements
- 15. Patents and Royalties
- 16. Price Adjustments
- 17. Cancellation
- 18. Abnormal Quantities
- 19. Advertising
- 20. Assignment
- 21. Liability
- 22. Facilities

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS The following General Terms and Conditions are incorporated by reference (continued).

- 23. Distribution of Certification of Contract
- 24. The Successful Bidder(s) must Provide
- 25. Addition/deletion of Items
- 26. Ordering Instructions
- 27. Public Records
- 28. <u>Delivery</u>
- 29. <u>Samples</u>
- 30. Additional Quantities
- 31. Service and Warranty
- 32. <u>Default</u>
- 33. Equal Employment Opportunity
- 34. Florida Preference
- 35. <u>Contractor Personnel</u>
- 36. <u>Award</u>
- 37. Uniform Commercial Code
- 38. Contractual Agreement
- 39. Payment Terms/Discounts
- 40. Improper Invoice; Resolution of Disputes
- 41. Public Entity Crimes
- 42. Suspended and Debarred Vendors
- 43. Drug-Free Workplace Form
- 44. Information Sheet for Transactions and Conveyances
- 45. Copies
- 46. <u>License and Certifications</u> For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
- 47. <u>Execution of Contract</u>
- 48. <u>Purchase Order</u>
- 49. No Contingent Fees
- 50. Solicitation Expenses
- 51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River, Name of Submitting Firm, Time and Date due. Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia

County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award. All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

Performance and Payment Bonds

The County shall require the successful offeror(s) to furnish separate performance and payment bonds, under pledge of adequate surety and covering up to 100% of the dollar value of award on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful

offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 223 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

Questions

Purchasing questions shall be directed to <u>Paul R. Nobles, CPPO, CPPB</u>, <u>Purchasing</u> <u>Coordinator</u>, <u>850-595-4918</u>, <u>prnobles@co.escambia.fl.us</u>.

Technical questions may be directed to Robert Turpin, Manager, Marine Resourses, 850-595-4395, <u>Robert_TURPIN@myescambia.com</u>.

Questions are due on or before 5:00 p.m. CST, Wednesday, January 18, 2013 and responses will be provided on or before 5:00 p.m. CST, Friday, January 20, 2013.

Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

Inspection of Facilities

It is the offeror's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities (see page 7 & 8)

Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Termination

The contract will be subject to immediate termination if service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Changes - Service Contracts

The County may at any time by issuance of an executed contract amendment make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the contract amendment, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed contract amendment issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed contract amendment, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed contract amendment.

Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and

may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

- 1. Indicate that Escambia County is an additional insured on the general liability policy.
- 2. Include a reference to the project and the Office of Purchasing number.
- 3. Disclose any self-insured retentions in excess of \$1,000.
- Designate Escambia County as the certificate holder as follows: Escambia County Attention: Paul R. Nobles, Purchasing Coordinator, CPPO, CPPB Office of Purchasing, 2nd FL, Room 11.101 P.O. Box 1591 Pensacola, FL 32597-1591 Fax (850) 595-4805
- 5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional

Special Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and workers compensation insurance, <u>are to be endorsed</u>, and the contractor's certificate(s) of insurance shall state, that the county shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Watercraft Liability Coverage

Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

Jones Act Coverage

The workers compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance in the amount of <u>\$1,000,000 per</u> <u>claim/aggregate</u> is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract

Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Bid Form PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION AND OFFER FORM

SUBMIT OFFERS TO:

CLAUDIA SIMMONS Chief, Purchasing

Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Post Office Box 1591, Pensacola, FL 32597-1591 Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Removal of Derelict Vessels and Associated Debris from Escambia River

SOLICITATION NUMBER: PD 12-13.013

SOLICITATION

MAILING DATE: Monday, January 7, 2013 OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, Tuesday, January 22, 2013 and may not be withdrawn within <u>90</u> days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days Pailure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a weiver of any protest relating to this solicitation. All protests among be filed with the Office of Purchasing. They will be handled according to the Secambia County Purchasing Onlinance.

OFFER (SHAI	L BE COMPLETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 46.2532873	TERMS OF PAYMENT:
VENDOR NAME: FLORIDA'S FORest Reinclers, LLC ADDRESS: 3371 SUGARTICE DRIVE	REASON FOR NO OFFER
CITY, ST. & ZIP: PENSACOLA, FIORIDA 32503 PHONE NO.: (850 324-6667	•
TOLL FREE NO.: () 50 324-3057 FAX NO.: () VIACEWINDES @ (MAIL. COM)	

I contrip that this offer is made without prior understanding, systemate, or connection, with any Componence, persons submitting as offer for the same materials, supplies, or conjunces, and is in all response to the sol collision or firmed. I agree to abide by all contains of this offer and contrip that I are suborised to sign if for the offerer and that the offerer is incompliance with all requirements of the self-existing, including here to specify the origination regimements. In submitting an offer to Decambia County Florids, the offerer agrees that if i is accepted, the offerer will county, acit, usings or transfer to Decambia County Florids, the offerer agrees that if i is accepted, the offerer will county, acit, asings or transfer to Decambia County Florids all report the and for acid to all counts of acids in the prior or florids in the offerer agrees that if i states of Florids for prior fixing relating to the particular commodities or services purchased or sequend by E County Florids. At the County's discretion such assignment shall be made and become effective at the in County renders final payment to the offerer.

still, of comp

TERMS OF PAYMENT: Per Contract: \$68,498.00

REASON FOR NO OFFER: NÅ

Vincent J. Whibbs, Se Managing Member

Ø n SIGNATURE OF PERSON AUTHORIZED TO SIGN O MANUAL)

** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

ion, with any Corp

and is in all respects fair and without fr that I am authorized to sign this offer

Descriptior			Unit	Total Bid
Removal of Derelict Vessels and Escambia River	Associated Debris	From	LS	\$68,498.∞

hat if the offer

CONTRACTOR REQUIREMENTS

I certify that this offer is made without prior und

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. <u>1</u>	Date 1/16/13	Addendum No	Date
Addendum No SEAL IF BID IS BY CORPOR	Date	Addendum No	Date

Bid Form PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

(PLEASE TYPE INFORMATION BELOW)

Mariners License # NR

Type and size of vessel to be used on the project

14' RANDA)CRAFT AL 2734-FE

Name Under Which License is Recorded

LD AND Elizabeth Henderson

NDe Original Signature

I Certify That I Have Examined The Work Site And Have Familiarized Myself With The Site And The Work

Vincent J

Original Signature

Known Permits/Fees required for this project:

Issuer

- State FDEP and/or NW Fla. Water Management District
 - Environmental Resource Permit
 - Dead-Head Logging (if wood is to be sold) ο
- Federal Army Corps of Engineers o Clean Water Act and Rivers and Harbors Act, etc.

Person to contact concerning this bid: Vincent J. Whibos, JR	Person to co
Phone # 850- 324-6667	
Cell Phone # 850-324-3057 (ALT.)	Phone #:
Fax #	Cell #:
E-Mail Address: VINCE which Compil, com	Pager #:
E-Mail Address: VINCE WAID & @ GMAIL. CON	0

ontact for emergency service:

<u> </u>	Henderson	
	1-334-574-0237	-
Cell #:	1-334-804-3478	-
Pager #:	NA	-

The work shall be substantially completed within One Hundred Eighty (180) calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within Two Hundred Ten (210) consecutive calendar days from the date of Notice to Proceed. Liquidated damages of \$500.00 each day will be assessed for each day that completion of the project is delayed. All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Bid Form PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Names and addresses of proposed Subcontractors to be utilized for work on this project:

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. •

- 1. None Antropakinat this time.
- 2.

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- 3.
- 4.

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State of Florida Department of State

I certify from the records of this office that FLORIDA'S FOREST RECYCLERS, LLC is a limited liability company organized under the laws of the State of Florida, filed on June 3, 2011.

The document number of this limited liability company is L11000064944.

I further certify that said limited liability company has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on April 10, 2012, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Eleventh day of April, 2012

Secretary of State

Authentication ID: 200228086772-041112-L11000064944

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed. https://efile.sunbiz.org/certauthver.html

	Departme of Corpo	NT OF STATE DRATIONS	Sunbiz		14171 (S)
-	Contact Us	E-Filing Services	Document Searches	Forms	н Н

Previous on List Next on List Return To List

Events

FLORII DIVISI

Home

Name History

Name Histo

Detail by Entity Name

Florida Limited Liability Company

FLORIDA'S FOREST RECYCLERS, LLC

This detail screen does not contain information about the 2013 Annual Report. Click here to determine if a 2013 Annual Report has been filed.

Filing Information

Document Number	L11000064944		
FEI/EIN Number	452532873		
Date Filed	06/03/2011		
State	FL		
Status	ACTIVE		
Last Event	LC NAME CHANGE		
Event Date Filed	08/12/2011		
Event Effective Date	NONE		

Principal Address

3371 SUGARTREE DRIVE PENSACOLA FL 32503 US

Mailing Address

3371 SUGARTREE DRIVE PENSACOLA FL 32503 US

Registered Agent Name & Address

WHIBBS, VINCENT J JR. 3371 SUGARTREE DRIVE PENSACOLA FL 32503 US

Manager/Member Detail

Name & Address

Title MGRM

HENDERSON, L.D. 4164 FRUITWOOD STREET PACE FL 32572 US Entity Nam

Sut

P

P

Title MGRM WHIBBS, VINCENT J JR 3371 SUGARTREE DRIVE PENSACOLA FL 32503 US		
Annual Reports		
Report Year Filed Date201204/10/2012		
Document Images		
04/10/2012 - ANNUAL REPORT	View image in PDF format	
08/12/2011 LC Name Change	[View image in PDF format]	
06/03/2011 - Florida Limited Liabili	ty (View image in PDF format)	
Note: This is not official record. See	e documents if question or conflict.	
Previous on List Next on List	Return To List	Entity Nam
Events Name History		[Sul
Home	Contact us Document Searches E-Filing Services Forms Help	
	Copyright © and Privacy Policies State of Florida, Department of State	

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statues On Entity Crimes PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambla River

This swom statement is submitted to Escambia County, FloerDa
(print name of the public entity) by Vincent J. Whibbs, Jr. (print individual's name and title)
(print individual's name and title) for FIDEIDA'S FOREST RECYCLERS, LLC
(print name of entity submitting sworn statement)
whose business address is 3371 SUGARTREE DRIVE PENGACOLA, FL 32503

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FloridaStatutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statues On Entity Crimes PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

- _____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this swom statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this swom statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, <u>FLORIDA STATUTES</u> FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

	(signature)
Sworn to an subscribed before me this	2240 day of JANUARY 2013
Personally known	Inender Log to
OR produced identification	Notary Public State of LOK DA
FLDL: W120-870-44-468-0	My commission expires_ <u>11-16-15</u>
(Type of identification)	Wendy D. CAUGHey
	(Printed typed or stamped commissioned name of notary public)



Drug-Free Workplace Form PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that **<u>Ploe 1095 Forest Reucleos, Luc</u>** does: Name of Business

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drugfree workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

X

6

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm does not comply fully with the above requirements. Fionical Forest Recycles, LLC

Une Stuble Vincet J. Why abs Je, Maring Member Offeror's Signature

1-21-13

Information Sheet for Transactions and Conveyances, Corporation Identification PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Information Sheet for Transactions and Conveyances Corporation Identification

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(^e

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

	(Please Circle One)
Is this a Florida Corporation:	Ves or <u>No</u> Limiters Liability Con
If not a Florida Corporation, In what state was it created: Name as spelled in that State:	
What kind of corporation is it:	"For Profit" or "Not for Profit"
Is it in good standing:	Yes or <u>No</u>
Authorized to transact business in Florida:	Ves or <u>No</u>
State of Florida Department of State Co No.: LIGDOD 64944	ertificate of Authority Document
Does it use a registered fictitious nan	ne: <u>Yes</u> or <u>No</u>
Names of Officers: President: LD Henderson	
VicePresident: Vincent J. Whi	bbs.In Treasurer:
Director:	Director:
Other:	Other:
Name of Corporation (As used in Flo	rida): N'5 Forest Recycleres, LLC
(Spelled exactly as it is re	gistered with the state or federal government)
Corporate Address:	
Post Office Box:	
City, State Zip:	
Street Address:	3371 Sugnature Daive
City, State, Zip:	Pensnala, Florida 32503
instruments involving land)	et address for mail and/or express delivery; also for recorded
(Please c	continue and complete page 2)

Information Sheet for Transactions and Conveyances, Corporation Identification PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Page 2 of 2 Corporate Identification

P

Federal Identification Number: 45-2532873 (For all instruments to be recorded, taxpayer's identification is needed)								
Contact person for Company: Vincent J. Whibbs Jr_ E-mail: Vince Whibles @GMAIL.CON								
Telephone Number: <u>850-324-6667</u> Facsimile Number: <u>NA</u>								
Name of individual who will sign the instrument on behalf of the company: Vincent J. Whibbs, JR. MANAGING Members. (Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)								
(Spelled exactly as it would appear on the instrument)								
Title of the individual named above who will sign on behalf of the company: MANAGING Member								
END								
(850) 488-9000 Verified by: Date:								

Certification Regarding E-Verify System PD 11-12.043, Removal of Derelict Vessels and Associated Debris from Escambia River

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR: Floring's Forest Recyclers LLC **Business Name**

By: Um Olhu Signature

e

Name: Vincent J. Whibbs, J. Printed Title: MANASING Member Printed

Date: 1-2-2013

601 South Palafox Street • Pensacola, FL 32502 • 850-332-5458 • Fax 850-607-2060



January 22, 2013

Escambia County Florida

Re: Florida Forest Recyclers Insurance Requirements for Removal of Derelict Vessels and Associated Debris from Escambia River

To Whom It May Concern:

This letter is to state that Florida Forest Recyclers has secured and will be able to obtain the levels of insurance required by the contract set forth by Escambia County for the removal of the logjam on Escambia River.

The carrier has the capacity to provide a certificate of insurance as specified in the "insurance requirements" of the Removal of Derelict Vessels and Associated Debris from Escambia River contract.

Please let me know if you have any questions or if I can be of any assistance in the matter.

Sincerely. Donn

Kustin Donovan Commercial Agent Sihle Insurance Group



				_						
CHECK NO. 010389	January 22, 2013	PAY EXACTLY \$*******3, 500.00	ANTHORIZED SIGNATURE							·
82-1548 632			R	eack B Parage C 1 us				·		
OFFICIAL CHECK		DOLLARS AND ZERO CENTS		<u>のであるでののである</u> â secunity FEATURES INCLUDED. DETAILS ON BACK â いつ 20 3 8 4 い いこの ら 3 2 1 5 1 8 4 いこの 0 0 2 0 0 0 9 い	• •				·	. •
Gulf Coast	40 N PALAFOX STREET PENSACOLA, FL 32502 (850) 434-9300	PAY THREE THOUSAND FIVE HUNDRED	TO THE *Escambia County* URDEA ** OF OF	「「「「「「」」」の「「」」」の「「」」、「「」」」の「「」」、「「」」」の「」」、「」」」の「」」、「」」」の「」」、「」」」、「」」」、「」」」、「」」」、「」」」、「」」」、「」」」、「」」」、「」」」、「」」」、「」」、「」」、「」」、「」」、「」」、「」」、「」」、「」」、「」」、「」」、「」」、「」」、「」」、「」」、「」、「	·	Ł	, đơ ,		•	

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CLAUDIA SIMMONS, CPPO Purchasing Manager

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Office of Purchasing 213 PALAFOX PLACE - 2⁻⁻ Floor. Pensacola. FL 32500 P.O. BOX 1591 PENSACOLA, FL 32597-1591 TELEPHONE (850)595-4980 (SUNCOM) 695-4980 TELEPAX (850)595-4805 http://www.myescambla.com/

January 16, 2013

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Specification Number: PD 12-13.013, Removal of Derelict Vessels and Associated Debris From Escambia River

Bidders:

We recently publicly noticed an Invitation to Bidders on the above referenced specification.

This Addendum #1 provides for the following:

CLARIFICATIONS

Special Terms and Conditions Standard Insurance Regulrements and Certificates

Page 21 & 22

Minimum limits of \$2,000,000 \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

Page 24

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance in the amount of \$5,000,000 \$1,000,000 per claim/aggregate is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

B. <u>QUESTIONS AND RESPONSES</u>

<u>Question</u> – Is there any possibility of progress payments based upon percentage completion?

Addendum #1 Page 1 of 2 Answer - No, payment will be made at the end of the project.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with your original signature, with your Letter of Interest as an acknowledgment of your having received.

Sincerely,

----.

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN Purchasing Coordinator

SIGNED: m COMPANY: Floring's Forms etucters llC

PRN:mgd

Addendum #1 Page 2 of 2



CLAUDIA SIMMONS, CPPO Purchasing Manager

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Office of Purchasing 213 PALAFOX PLACE - 2st Floor, Pensacola, FL 32502 P.O. BOX 1591 PENSACOLA, FL 32597-1591 TELEPHONE (850)595-4980 (SUNCOM) 695-4980 TELEFAX (850)595-4805 http://www.myescambia.com/

January 16, 2013

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Sincerely,

Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN:mgd



Agreement PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

)

EXHIBIT C

RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA

STATE OF FLORIDA)

	(1)	In	accordance	with	the	Contract	Documents	and	in	consideration	of
\$			paid,	_				("C	ontra	actor") releases	and
waive	es for it	self a								Il claims demar	
costs	and e	xpens	es, whether in	n contra	act or	in tort, aga	ainst the Board	d of Co	ounty	Commissioners	s of
										of the Agreem	
										or the period fr	
-			to								

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4189	County Administrator's Report 13. 4.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Contract Award A&E Services for Escambia County Main Jail Modifications, PD 12-13.019
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning A&E Services for the Escambia County Main Jail Modifications -Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Bullock Tice Associates, per the terms and conditions of PD 12-13.019, for A&E Services for the Escambia County Main Jail Modifications, in the amount of \$649,692.80, and authorize the Interim County Administrator to sign the Agreement.

[Funding: Fund 352, LOST III, Cost Center 540115]

BACKGROUND:

On June 16, 2011, the Board awarded a lump sum contract to Carter Goble Lee Associates, Inc., to conduct assessments, projections, and master planning for facilities associated with Escambia County's Correctional System. Carter Goble Lee Associates, Inc. presented their findings to the Public Safety Coordinating Council on June 29, 2012 and to the Board of County Commissioners at a Committee of the Whole meeting on September 13, 2012.

One area of focus in this master plan was assessing conditions of the four existing correctional facilities (Main Jail, Central Booking and Detention Facility, Road Prison, and the Work Release Facility). The intent of the assessment by architects, engineers, and maintenance specialists was to define the improvements that may be necessary to extend the useful life of these critical facilities. The facility that represents the greatest need for substantial improvements is the Main Jail, which as the "flagship" of the system, has accommodated the largest percentage of inmates.

Bullock Tice Associates scope of services is to provide construction documents and specifications for improvements at the Main Jail Phase I Towers. This work includes modifications and upgrades to the correctional security systems, mechanical/electrical/plumbing systems, exterior EFIS repair and structural interior design renovations. Additional modifications to the existing air handlers, light fixtures, security windows and food service equipment will be included as funds are determined to be available after the four main design elements are funded.

Request for Letters of Interest, PD 12-13.019, A&E Services for Escambia County Main Jail Modifications were publicly noticed on Monday, January 28, 2013 to 87 known firms. Responses were received from 9 firms on Tuesday, February 12, 2013.

BUDGETARY IMPACT:

Fund 352, LOST III, Cost Center 540115

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

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, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Agreement & Exhibits

Attachments

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

BULLOCK-TICE ASSOCIATES

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(01/08/09)

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ARTICLE 9	General Conditions	9			

AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of May, 2013, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 223 Palafox Place, Pensacola, Florida 32502, and Bullock-Tice Associates, a for-profit corporation authorized to transact business in the State of Florida, whose address is 909 E. Cervantes Street, Pensacola, Florida 32501, and whose Federal tax identification number is 59-1467913 (hereinafter referred to as the "Consultant").

ARTICLE I DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 <u>CONSULTANT</u>: Bullock-Tice Associates is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 <u>CONTRACT ADMINISTRATOR</u>: Whenever the term "Contract Administrator" is used herein, it is intended to mean George Bush, Division Manager, Facilities Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 <u>CONTRACT SERVICES</u>: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 <u>PROJECT</u>: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 12-13.019, A&E Services for Escambia County Main Jail Modifications.

ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 12-13 in the amount of Six Hundred Forty Nine Thousand Six Hundred Ninety Two Dollars and Eighty Cents (\$649,692.80) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 12-13.019, A&E Services for Escambia County Main Jail Modifications, and as represented in the Consultant's Letter of Interest response to PD 12-13.019, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

The Consultant will promptly advise the County if it finds that the project being (a) designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$6,400,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or deficiency in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5 COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 <u>COMPENSATION:</u> The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Six Hundred Forty Nine Thousand Six Hundred Ninety Two Dollars and Eighty Cents (\$649,692.80). Final payment will be subject to approval by the Board of County Commissioners.

5.2 <u>FEE SCHEDULE:</u> The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 <u>DIRECT EXPENSES</u>: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within thirty (30) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a 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.

(c) Payments and Notices to the Consultant shall be made to:

Bullock-Tice Associates 909 E. Cervantes Street Pensacola, Florida 32501

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Atten: George BushGeorge TouartFacilities ManagementCounty Administrator100 East Blount StreetP.O. Box 1591Pensacola, Florida 32501Pensacola, Florida 32597-1591

ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9 GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant 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 Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by 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.

9.3 <u>RECORDS</u>:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant 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 Consultant 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 Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant 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 Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 <u>NO CONTINGENT FEES</u>: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 Consultant 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.

9.5 <u>SUBCONTRACTORS</u>: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

(a) <u>HOLD HARMLESS</u>: The Consultant agrees to hold 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 costs of suit, including attorneys' fees and paralegals' 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 Consultant'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 Consultant, or by any other person for whom the Consultant is legally liable.

(b) <u>INDEMNIFICATION:</u> The parties understand and agree that such indemnification by the Consultant 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 Consultant'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 Consultant 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 the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9.8 **INSURANCE**: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) 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, as defined in Section 1.2, 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) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32591-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 **REPRESENTATIVE OF COUNTY AND CONSULTANT**:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained

in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

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

9.11 <u>TRUTH-IN-NEGOTIATION CERTIFICATE</u>: The signing of this Agreement by the Consultant 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.

9.12 <u>HEADINGS</u>: 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.

9.13 <u>GRATUITIES</u>: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 <u>CONFLICT OF INTEREST</u>: The Consultant 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 Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant 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.

9.15 <u>SURVIVAL</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 <u>GOVERNING LAW</u>: 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.

9.17 <u>INTERPRETATION</u>: 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 Consultant 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 Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 <u>SEVERABILITY</u>: 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.

9.19 <u>COMPLIANCE WITH LAWS</u>: The Consultant 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 Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: At the County's request, the Consultant 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.

9.21 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.22 <u>NO WAIVER</u>: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: 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 Bullock-Tice Associates, 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.

WITNESS:

		Ву:
Witn	ess	George Touart, County Administrator
		Date:
Witn	ess	BCC Approved: 05/16/13
		CONSULTANT: Bullock-Tice Associates, a For Profit Corporation authorized to do business in the State of Florida.
ATTEST:	Corporate Secretary	By: Michael C. Richardson, AIA, Chief Operating Officer
Ву:		Date:
Secr	retary	

This document approved as to form and legal sufficiency By Title Date

Bullock Tice Associates

909 East Cervantes Suite B Pensacola, FL 32501 www.bullocktice.com



Fax: 850.432.5208 Phone: 850.434.5444 AAC000174, IB 0000951

PLANNING ARCHITECTURE INTERIOR DESIGN

Tuesday, May 1, 2013

Paul R. Nobles, CPPO, CPPB, FCCM, FCN, FCPM Purchasing Coordinator Escambia County, Florida Board of County Commissioners

Re: A&E Services for Escambia County Main Jail Modifications Solicitation # PD 12-13.019 BTA No: 137813.01

Mr. Nobles – Bullock Tice Associates, Inc. (BTA) is pleased to present this proposal for Design Services for the Escambia County Main Jail Modifications as outlined in Solicitation PD 12-13.019. This proposal follows the Scope of Work outlined in the Solicitation and further refined at the Scoping Meeting held with County Staff on April 10, 2013. The design of this project includes modifications and upgrades to the correctional security systems, mechanical / electrical / plumbing systems, exterior EIFS repair and structural interior design (SID) renovations. These four components were determined by Staff to be the most critical to the success of the project and will be included as the base bid of construction costs. Additional modifications to the existing air handlers, light fixtures, security windows and food service equipment will be included as funds are determined to be available after the four main design elements are funded.

Basic Services

Basic Services for this project include Schematic Design, Design Development, Construction Documents, Bidding / Negotiations and Construction Administration as outlined in B101 – 2007 Standard Form of Agreement Between Owner and Architect. BTA has retained the services of Dewberry Architects Inc. (Security Specialist), H.M. Yonge & Associates, Inc. (Mechanical Engineering) and Klocke & Associates, Inc. (Electrical Engineering) to assist in completing these phases.

Proposed Fee Breakdown – Basic Services

The overall fee for the Basic Services has been determined by the State of Florida Department of Management Services AE Fee Calculator for Complexity Group "C" - Repairs and Renovations. We understand the overall construction budget for these modifications is \$6,400,000.00 and the overall A&E fee shall be \$508,059.00 which is 7.94% of the budget in accordance with the State fee curve. A copy of the fee guide calculation spreadsheet is attached for your reference. The following is a breakdown of the distribution of the fee among the Basic Services phases:

Schematic Design (10%)	- \$50,805.90
Design Development (25%)	-\$127,014.75
Construction Documents (40%)	- \$203,223.60
Bidding / Negotiations (5%)	- \$25,402.95
Construction Administration (20%)	- \$101,611.80

Additional Services

Several Additional Services have been identified. These tasks are listed as Additional Services under the Department of Management Services guidelines and shall include the following:

1. Asbestos Survey (Environmental Services)

Services provided under this heading include analyzing the existing facility in the areas of renovations and modifications to determine if asbestos containing materials are present prior to the commencement of demolition and construction.

Total Fee - \$5,170.00

2. Specialty Consultant (Security Electronics Design)

Services provided under this heading are for the design and construction documents associated with the Security Systems Electronics only. This differs from the Basic Services which covers the detention facility and components design such as reconfiguring spaces (showers, control rooms, etc.), detention doors and selections, detention door hardware and technical specifications. This is separated out from Basic Services in accordance with the Florida Department of Management guidelines for Additional Services.

The Additional Services scope for the Security Electronics Systems includes the survey / discovery phase of the existing conditions, interviews with custody and maintenance staff, review meetings with Staff, recommendation of security control systems, security systems construction documents, security systems technical specifications and probable cost estimates of security systems. The Security Electronics design scheme program shall include Touch Screen Human Machine Interface devices, Programmable Logic Controllers, Industrial Operator Interface, Video Surveillance Systems, Exchange Based Intercommunications Systems, Utility Controls and any other miscellaneous systems as required for a complete security design.

Total Fee - \$93,403.80

3. <u>Project Representation During Construction Beyond Bi-monthly Administration Services included in Basic</u> Services

Services provided under this heading include site visits outside of the bi-monthly visits included under the Basic Services during Construction Administration. These additional visits are included to insure the design team is scheduled and available as required to address any questions or concerns promptly during construction. This fee covers architecture (BTA), mechanical engineer and electrical engineer's time. Dewberry's site representation fees are listed in a separate additional service for travel expenses in Additional Services Number 4.

Construction Administration Trips within Basic Services include: 24 trips for Architecture (BTA) 16 trips for Mechanical 10 trips for Electrical

Based on the current "vertical design" thought process for constructing this project as discussed in the presentation and a twelve month construction period, BTA has included 22 additional trips during construction over the quantity included in Basic Services. We have also included 14 additional trips for the mechanical engineer and 10 additional trips for electrical.

Total Fee - \$23,110.00

Exhibit "A"

If additional site trips are required beyond the quantities listed above in the additional services, they shall be billed on a per trip basis with the amount per trip listed below for each discipline:

Architecture (BTA): Project Architect: 3 hours @ \$115/hr = \$345.00 Intern Architect: 2 hours @ \$75/hr = \$150.00 Total Trip Fee Architectural = \$495.00

<u>Mechanical:</u> Engineer: 4 hours @ \$130/hr =\$520.00 Clerical: 1.5 hours @ \$65/hr =\$97.50 *Total Trip Fee Mechanical* = \$617.50

Electrical: Engineer: 2 hours @ \$130/hr =\$260.00 Clerical: 1.5 hours @ \$65/hr =\$97.50 Total Trip Fee Mechanical = \$357.50

4. <u>Reimbursable Expenses – Printing Costs and Travel</u>

Services provided under this heading include the travel costs for Dewberry Architects, Inc. The following is a breakdown of the trips for Dewberry associated with the fee listed below:

Schematic Design Phase – 3 trips; one security and one detention specialist for the discovery phase and survey scope of work.

Construction Documents Phase - None, meetings will be by Teleconference.

Bidding and Negotiations Phase -1 trips; one each for security and detention for the pre-bid conference Construction Administration Phase -12 trips; 2 site observation trips for detention and 6 for security. The security observation trips include the 2 software development meetings with County Staff and the integrator. Also included are one trip for substantial completion and one trip for final inspection.

Printing during the design phases has been included under the Basic Services.

Total Fee - \$19,950.00

Please see the attached back up information for the Additional Services listed in this proposal for a breakdown and explanation of the tasks for each item. Bullock Tice Associates and the design team are ready to negotiate this fee and begin work immediately upon your authorization. We thank you again for selecting us as the chosen entity to provide the design services for the Main Jail modifications. If you have any questions prior to our negotiations meeting planned on May 1, 2013 please do not hesitate to give me a call here at our office at 434-5444. We look forward to serving the needs of the Escambia County Jail.

Sincerely,

Jan, W. flar

Larry W. Adams, Jr., AIA / LEED AP Associate Partner

Cc: MCR, Accounting, SF, PL, CA

:

Bullock Tice Associates

909 East Cervantes Suite B Pensacola, FL 32501 www.bullocktice.com BIAN optimizing design value

Fax: 850.432.5208 Phone: 850.434.5444 AAC000174, IB 0000951

PLANNING ARCHITECTURE INTERIOR DESIGN

Tuesday, May 1, 2013

Paul R. Nobles, CPPO, CPPB, FCCM, FCN, FCPM Purchasing Coordinator Escambia County, Florida Board of County Commissioners

Re: A&E Services for Escambia County Main Jail Modifications – Design Schedule Solicitation # PD 12-13.019 BTA No: 137813.01

Mr. Nobles – Bullock Tice Associates, Inc. (BTA) has prepared an estimated schedule for completion of all phases associated with this project. They are as follows:

Schematic Design (10%)	– 4 Weeks
Design Development (25%)	- 10 Weeks
Construction Documents (40%)	- 12 Weeks
Bidding / Negotiations (5%)	– 6 Weeks
Construction Administration (20%)	– 60 Weeks

If you have any questions please do not hesitate to give me a call here at our office at 434-5444. We look forward to serving the needs of the Escambia County Jail.

Sincerely,

San, W. Jan

Larry W. Adams, Jr., AIA / LEED AP Associate Partner

Cc: MCR, Accounting, SF, PL, CA

A&E Services for Escambia County Mail Jail Modifications	
PD 12-13.019	
Bullock Tice Associates Architects	
Job Number: 137813.01	Bullock Tice Associates
30-Apr-13	
Fee Proposal Index	
I. Basic Services Fee - \$508,059.00 (7.94% of \$6,400,000 Construction Budge a. Schematic Design Phase	··
b. Design Development	\$50,805.90 \$127,014.75
c. Construction Documents	\$127,014.75 \$203,223.60
d. Bidding Phase	\$203,223.80 \$25,402.95
e. Construction Contract Administrations	\$20,402.55 \$101,611.80
Total Basic Services F	
II. Additional Services as Defined in Department of Management Services C	
1 Asbestos Survey	\$5,170.00
2 Specialty Consultants - Security	\$93,403.80
3 Project Representation during Construction	\$23,110.00
4 Reimbursable Expenses	\$19,950.00
Total Additional Services F	Fee \$141,633.80
Total Fee Propo	sal \$649,692.80
Notes:	

Additional Service Item #1

Asbestos Survey

ABOR - EFFORT / HOURS	
ACTIVITY / FUNCTION / EFFORT	AMOUNT
Activities and Hours	
Analyze Existing Facility in Areas of Renovations for Asbestos	
Nova Engineering and Environmental - Lump Sum	\$4,700.00
BTA Administration Reimbursable Expense for Consultant of 10%	\$470.00
Total Fe	\$5,170.00

Additional Service Item #2

Specialty Consultant (Security Electronics Design)

LABOR - EFFORT / HOURS					
ACTIVITY / FUNCTION / EFFORT	SA	<u>PM</u>	IS	CD	
 BTA will provide CAD backgrounds for use in producing the documents for the referenced scope. 					
2. Dewberry will participate in the survey and discovery phase to determine the state and extent of the existing systems.		32	56		
 Dewberry will conduct interviews with custody and maintenance staff to establish context for the technical design criteria 		32	56		
 Dewberry will develop design schemes for the control systems 		16			
 Dewberry will conduct review meetings with the county and BTA to determine the most suitable course of action relative to renovating the control system 		14			
 Upon selection of a scheme, Dewberry will develop construction documents for the security electronics scope including: 					
a. Touch Screen Human Machine Interface		25	45		
b. Programmable Logic Controllers		25	45		<u> </u>
c. Industrial Operator Interface			32		
d. Video Surveillance System		32		ļ	
e. Exchange Based Intercommunications System		8	15		
f. Utility Controls		8	16		
g. Miscellaneous Systems		8	16		
7. Dewberry will produce the project technical specifications for Division 28, Electronic Safety and Security		24			
8. Dewberry will attend and participate in 2 teleconference review meetings with the owner and BTA during the construction documents phase (50% and 100%).		7			
 Dewberry will provide coordinated project management as directed by BTA relative to the referenced scope of work. 		4			
10. Dewberry will produce an opinion of probable cost twice during the construction documents phase. The timing will be as directed by BTA.		12			
11. Attend and conduct a Pre-Bid Conference at the facility.		16			<u> </u>
12. Provide a response to all bid questions from the Contractors.		12			
 Prepare addendums and review Contractor substitution requests. 		12			
14. Respond to regulatory issues and project management.		12			
15. Attend and participate in a Pre-Construction Conference at the facility.		16			
16. Conduct (3) three site observation visits including Phase I and Phase II software development meetings.		48			
17. Respond to Contractor's questions and requests for information.		10	16		
 18. Review shop drawing submissions and substitution requests. 19. Review Contractor's payment requests and make 	· 	<u> </u>	24		+
recommendation to BTA and the Owner.		8			

Services for Escambia County Main Jail Modifications Escambia County Florida FY 13 April 23, 2013 - REVISED APRIL 30, 2013

20. Review all change order claims and make recommendations to BTA and the Owner.		8			
21. Review all finished work and prepare punch lists of all deficient work.		16			
22. Review O&M manuals.			26		
Subtotal - Hours	0	405	347	0	0
DISCIPLINE	RATE /	HOURS		TOTAL	
DISCIPLINE		HOURS		TOTAL	
Senior Architect (SA)	\$200.00	0			
Project Manager (PM)	\$145.00	405			\$58,7
Technology Specialist (TS)	\$80.00	347			\$27,7
CADD Technition (CD)	\$80.00	0			
		0			
	ļl				
		Subtotal			\$86,4
	· · · · · · · · · · · · · · · · · · ·				-
	Total - Lat	por Costs			\$86,4 \$86,918.

Additional Service Item #3

Project Representation During Construction Beyond Bi-monthly Services included in Basic Services

ACTIVITY / FUNCTION / EFFORT	AMOUNT
Activities and Hours - Architectural	
2 Reviews per vertical pod construction phase/(4 pods per tower)(2 towers) = 8 pods	
2 Reviews per each of 8 pods = 16 trips	
1 Trip / Review shall be:	
Project Architect: 3 hours @ \$115/hr = \$345.00	
Intern Architect: 2 hours @ 75/hr = \$150.00	
Total trip costs for Architect = \$495.00	
Total Additional Trips for Architecturre (BTA) shall be 22	\$10,890.00
ACTIVITY / FUNCTION / EFFORT	AMOUNT
Activities and Hours - Mechanical	
2 Reviews per vertical pod construction phase/(4 pods per tower)(2 towers) = 8 pods	
2 Reviews per each of 8 pods = 16 trips	
1 Trip / Review shall be:	
Egineer: 4 hours @130/hr = \$617.50	
Clerical: 1.5 hours @ 65/hr = \$97.50	
Total trip costs for Mechanical= \$617.50	
Total Additional Trips for Mechanical (BTA) shall be 14	\$8,645.00
ACTIVITY / FUNCTION / EFFORT	AMOUNT
Activities and Hours -Electrical	
2 Reviews per vertical pod construction phase/(4 pods per tower)(2 towers) = 8	
2 Reviews per each of 8 pods = 16 trips	
1 Trip / Review shall be:	
Egineer: 2hours @130/hr = \$260.00	
Clerical: 1.5 hours @ 65/hr = \$97.50	
Total trip costs for Mechanical= \$357.50	
Total Additional Trips for Electrical shall be 10	\$3,575.00

Services for Escambia County Main Jail Modifications Escambia County Florida FY 13 April 24, 2013 - REVISED APRIL 30, 2013

Additional Service Item #4

Reimbursable Expenses - Printing and Travel

<u># of</u> <u>Cooies</u>	<u># of</u> Pages	Unit Cost	Subtotal
8	20	1	
	\$0.00		
# of Copies	<u># of</u> Pages	Unit Cost	<u>Subtotal</u>
8	100		
8	40		
	\$0.00		
Included in Basic	Services		
# of <u>Copies</u>	# of Peges	Unit Cost	Subtotat
8	120		
8	1600		
	\$0.00		
# of Copies	# of Pages	Unit Cost	Subtotal
1			
	\$0.00		
	\$0.00		
	AMOUNT		
	Cooles 8 2 2 2 3 8 8 8 2 2 3 <td>Cooles Pages 8 20 \$0.00 \$0.00 £ci £ci Cooles Pages 8 100 8 40 \$0.00 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00</td> <td>Coories Pages Unit Cost 8 20 \$0.00 \$COPIES Pages Unit Cost 8 100 \$0.00 8 40 \$0.00 1 \$0.00 \$0.00 2000000000000000000000000000000000000</td>	Cooles Pages 8 20 \$0.00 \$0.00 £ci £ci Cooles Pages 8 100 8 40 \$0.00 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00 20 \$0.00	Coories Pages Unit Cost 8 20 \$0.00 \$COPIES Pages Unit Cost 8 100 \$0.00 8 40 \$0.00 1 \$0.00 \$0.00 2000000000000000000000000000000000000

Total Reimbursable Costs

\$19,950.00



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4303	County Administrator's Report 13. 5.	
BCC Regular M	leeting Budget & Finance Consent	
Meeting Date:	05/16/2013	
Issue:	Pest and Rodent Control Services, PD 12-13.035.	
From:	Amy Lovoy, Department Head	
Organization:	OMB	
CAO Approval:		

RECOMMENDATION:

<u>Recommendation Concerning Pest and Rodent Control - Amy Lovoy, Management and Budget</u> <u>Services Department Director</u>

That the Board award a three-year Contract, with two twelve-month extension periods not to exceed a total of 60 months, for the "Pest and Rodent Control Services, PD 12-13.035," to Florida Pest Control & Chemical Company, in accordance with the terms and conditions of the solicitation, in an estimated yearly amount of \$19,290, with funding available for the various Cost Centers and Fund Codes listed.

[Funding: Fund 001, General Fund, Facility Management Department, Cost Center 310203 -\$12,756, Object Code 53401, Total \$12,756; Fund 401, Solid Waste Fund, Solid Waste Management, Cost Centers: 230301 - \$240, 230307- \$120, & 230314 - \$480, Object Code 53401, Total \$840; Fund 001 & 352, 001 - General Fund & 352 - LOST III, Parks & Recreation Department, Cost Centers 350204 - \$360, 350229 - \$420, 350231 - \$240, Object Code 54301, Total \$1,020; Fund 143, Fire Protection Fund, Escambia County Fire and Rescue, Cost Center 330206 - \$2,682, Object Code 53401, Total \$2,682; Fund 175, Transportation Trust Fund, Road Prison, Cost Center 290202 - \$1,044, Object Code 53401, Total \$1,044; Fund 175, Transportation Trust Fund, Public Works and Roads, Cost Center 210402 - \$120, 210405 -\$372, Object Code 53401, Total \$492; Fund 114, Misdemeanor Probation Fund, Community Corrections, Cost Center 290301 - \$456, Object Code 53401, Total \$456]

BACKGROUND:

An Invitation to Bid was advertised in the Pensacola News Journal on April 15, 2013, and mailed out on the April 16, 2013 for "Pest and Rodent Control Services, PD 12-13.035". The solicitation was sent to ten vendors, and two Bids were received and open on May 1, 2013. Florida Pest Control and Chemical Company was the lowest responsive bidder.

BUDGETARY IMPACT:

Funding: Fund 001, Facility Management Dept., General, Cost Center 310203-\$12,756, Object Code 53401. Total \$12,756

Fund 401, Solid Waste Management, Solid Waste Fund, Cost Centers: 230301- \$240, 230307-\$120. & 230314 - \$480, Object Code: 53401, Total \$840

Fund 001 & 352. Parks & Recreation Dept., 001-General & 352-LOST III. Cost Centers 350204-\$360, 350229-\$420, 350231-\$240, Object Code:54301, Total \$1020

Fund 143, Escambia County Fire and Rescue, Fire Protection Fund, Cost Center 330206-\$2,682, Object Code 53401, Total \$2,682

Fund 175, Road Prison, Transportation Trust Funds, Cost Center 290202-\$1,044, Object Code 53401, Total \$1,044

Fund 175, Public Works and Roads, Transportation Trust Funds, Cost Center 210402-\$120, 210405-\$372, Object Code 53401, Total \$492

Fund 114, Community Corrections, Misdemeanor Probation Fund, Cost Center 290301- \$456, Object Code 53401, Total \$456

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement will be prepared by Kristin Hual, Legal Department.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in consistent with the provision of the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, Division 3 Procedures, Sections 46-85 same Bid Award.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Facility Management Bureau, that they may issue a Notice to Proceed to Florida Pest Control & Chemical Co.

Bid Tab Agreement **Attachments**

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIP ITB# 12-13		d Rodent Cont	rol		
Bid Opening Time: 10:30 a.m. CDT Bid Opening Date: 5/01/2013 Opening Location: Rm. 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida</u> <u>Statues</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Grand Total
Knox Pest Control	Y	Y	Y	Y	Y	\$30,036
Florida Pest Control & Chemical Co	Y	Y	Y	Y	Y	\$19,290
BIDS OPENED BY:	Lester L. F	l Boyd, Purchasin	ng Specialist	DATI	E: May 1, 2013	
BIDS WITNESSED BY:	Lori Kistle	r, SOSA		DAT	E: May 1, 2013	
BIDS TABULATED BY:	Lori Kistle	er, SOSA		DAT	E: May 1, 2013	
				CAR DATE	5/16/2013	BOCC DATE 5/16/2013

The Purchasing Manager/Designee recommends to the BCC: To award a Unit Price Contract to Florida Pest Control & Chemical Co. in the estimated yearly amount of \$19,290.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 5/6/2013 @ 11:00a.m. CDT

AGREEMENT RELATING TO PEST AND RODENT CONTROL SERVICES PD12-13.035

This Agreement is made and entered into this ______ day of ______, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Florida Pest Control and Chemical Company, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-6060716, and whose principal address 116 NW 16th Avenue, Gainesville, Florida, 32601, and whose local address is 452 West Pinestead Road, Pensacola, Florida 32503.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to pest and rodent control services (PD 12-13.035); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of pest and rodent control services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. <u>Recitals</u>. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. <u>Term.</u> This Agreement shall commence as of the effective date and continue for a term of three (3) years with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

3. <u>Scope of Work.</u> Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Pest and Rodent Control Services, Specification No. P.D. 12-13.035, 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. <u>Compensation.</u> In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Bid Form, dated April 26, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. <u>Purchase Orders</u>. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. <u>Method of Billing</u>. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. <u>Termination.</u> This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

Indemnification. The Contractor agrees to save harmless, indemnify, and defend County 8. and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. <u>Insurance</u>. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. <u>Notice</u>. 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: Florida Pest Control & Chemical Co., Inc.	To: Escambia County
Attention: Greg Lawrence	Attention: County Administrator
452 West Pinestead Road	221 Palafox Place, Suite 420
Pensacola, Florida 32503	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. <u>Public Records.</u> The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and 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.

14. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. <u>Compliance with Laws.</u> Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but

not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. <u>Assignment of Agreement</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. <u>Miscellaneous.</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of ______, 2013, and Florida Pest Control and Chemical Co., Inc., signing by and through its Chief Operating Officer, duly authorized to execute same.

By/Title:	COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	By: Gene M. Valentino, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court	Gene M. Valentino, Chairman
	Date:
By: Deputy Clerk	BCC Approved:
Deputy Clerk (SEAL)	
	CONTRACTOR: FLORIDA PEST CONTROL & CHEMICAL CO., INC.
ATTEST:	By: Greg Lawrence, COO
Ву:	Date:
Corporate Secretary (SEAL)	

4

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/purchasing Click on ON-LINE SOLICITATIONS

- 1. Sealed Solicitations
- 2. Execution of Solicitation
- 3. No Offer
- 4. Solicitation Opening
- 5. Prices, Terms and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
- 6. Additional Terms and Conditions
- 7. Manufacturers' Name and Approved Equivalents
- 8. Interpretations/Disputes
- 9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose any Gift Giving
 - 9.03 Gratuities
- 10. Awards
- 11. Nonconformance to Contract Conditions
- 12. Inspection, Acceptance and Title
- 13. Governmental Restrictions
- 14. Legal Requirements
- 15. Patents and Royalties
- 16. Price Adjustments
- 17. Cancellation
- 18. Abnormal Quantities
- 19. Advertising
- 20. Assignment
- 21. Liability
- 22. Facilities
- 23. Distribution of Certification of Contract



ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS The following General Terms and Conditions are incorporated by reference (continued).

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- 24. The Successful Bidder(s) must Provide
- Addition/deletion of Items 25.
- 26. **Ordering Instructions**
- 27. Public Records
- 28. Delivery 29.
- Samples 30.
- **Additional Quantities** 31.
- Service and Warranty
- 32. **Default**
- Equal Employment Opportunity 33.
- 34. Florida Preference
- 35. Contractor Personnel
- 36.
- Award Uniform Commercial Code 37.
- 38. Contractual Agreement 39.
- Payment Terms/Discounts
- 40. Improper Involce: Resolution of Disputes
- 41. Public Entity Crimes
- 42, Suspended and Debarred Vendors
- 43. Drug-Free Workplace Form
- 44. Information Sheet for Transactions and Conveyances
- 45, Copies
- 46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
- 47. Execution of Contract
- 48. Purchase Order
- 49. No Contingent Fees
- 50. Solicitation Expenses
- **On-Line Auction Services** 51.

(Revised 4/05/05)

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

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All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

General Information ι.

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

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Instructions to Offerors

1. <u>General Information</u>

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number <u>PD 12-13.035</u>, <u>"Pest and Rodent Control Services"</u>, Name of
 Submitting Firm, Time and Date due.
 Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

SCOPE OF WORK SUMMARY

Escambia County is seeking a responsible and responsive company to provide pest and rodent control services to various county buildings. The individuals actually providing the service must have the proper certification to dispense pesticides.

2. <u>Procurement Questions</u>

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, (850) 595-4944 Telephone, (850) 595-4805 Fax. Technical questions may be directed to William Turner, Facilities Management, (850) 595-3190, Telephone, (850) 595-3192, Fax.

3. <u>Bid</u>

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. <u>Pre-Solicitation Conference</u>

A Non-Mandatory Pre-Solicitation Conference will be held at the Matt Langley Bell Building, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, April 15, 2013, at 10:30a.m.,CDT. At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be discussed with the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

5. Inspection of Facilities

It is the offeror's responsibility to become fully informed as to where services are to be performed. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from William Turner, Facilities Management, (850) 595-3190. Failure to visually inspect the facilities may be cause for disqualification of your offer.

6. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

7. Delivery

Services to be provided as outlined in the Scope of Work and call back services as requested by the County.

8. <u>Compliance with Occupational Safety and Health</u>

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description In lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9. <u>Codes and Regulations</u>

The awarded vendor shall strictly comply with all federal, state and local safety codes.

10. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court Attention: Accounts Payable 221 Palafox Place Pensacola, FL 32502

11. Protection of Property/Security

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

Contract Information NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambla County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

12. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

14. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

15. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved it shall be accomplished by written amendment to this contract and approved by the Board.

16. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc., <u>unless otherwise stipulated by the offeror on the bid form</u>.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

17. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

18. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

19. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

20. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. <u>Award</u>

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. <u>Termination</u>

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. <u>Termination (Public Records Request)</u>

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

24. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

25. <u>Standard Insurance Requirements and Certificates</u>

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements

of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

- 1. Indicate that Escambia County is an additional insured on the general liability policy.
- 2. Include a reference to the project and the Office of Purchasing number.
- 3. Disclose any self-insured retentions in excess of \$1,000.
- Designate Escambia County as the certificate holder as follows: Escambia County Attention: Lester L. Boyd Office of Purchasing, Room 11.101 P.O. Box 1591 Pensacola, FL 32591-1591 Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

26. <u>Indemnification</u>

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PEST AND RODENT CONTROL SERVICES

CONTRACT EFFECTIVE: July 1, 2013 through June 30, 2016 plus two 12-month options to extend contract for a total of 60 months.

I. INTENT:

This information outlines the responsibility of the pest control vendor to furnish all professional services, skilled labor, materials, equipment, tools, permits, insurance and fees (if necessary) to provide pest control services in Escambia County facilities.

II. SCOPE OF SERVICE:

A. OVERVIEW:

The objective is to eliminate common pests as a public health hazard by routine service cycle; and call backs, as necessary, under the direction of the Facilities Management Department. All service, regular and special, will be performed so as not to interrupt the normal operations of the Escambia County facilities served.

B. SERVICE PERFORMANCE:

- 1. Vendor will perform services for the control of, but not necessarily limited to the following pest:
 - a. Roaches, ants, silverfish, flees, spiders
 - b. Bird lice
 - c. Rats and mice
 - d. Bees and fire ants on and along exterior walls, breezeways and loading docks
 - e. Clover mites
 - f. Occasional invaders (such as squirrels and raccoons requiring the temporary use of a live trap)

Note - Termite and wood destroying organisms are not covered under this contract.

2. Vendor is required to service each facility at a minimum of once a month. All services rendered shall be documented by the vendor, and shall be submitted to Facilities Management with the vendor's monthly request for payment invoice. 3. Pest Control Log books (provided by the vendor) shall be maintained at predetermined locations in the following facilities.

Central Booking and Detention Facility - 1200 W. Leonard St. Government Complex - Emie Lee Magaha – 221 Palafox Place Juvenile Justice Center – 1800 St. Mary St. M.C. Blanchard Judicial Building – 190 W. Government St. Main Jail – 2935 N. "L" St. Sheriff's Administration Building – 1700 W. Leonard St. Community Probation – 2251 N. Palafox St.

And any other contracted facility the Facilities Management Department deems necessary to monitor during the term of the contract.

There shall be separate logbooks for each of the above facilities and these log books shall document all visits to the facilities. At a minimum the following information shall be recorded in the log.

- a. Date of visit
- b. Purpose of visit
- c. Call back request number (if applicable)
- d. Name of technician rendering service

This book is an official record and it shall be maintained in a clean, neat, and legible manner.

- 4. All callbacks will be requested by the use of enclosure (1). This form will be initiated by the Facilitles Management Department and transmitted to the vendor for immediate response and action. Contact person on form shall be notified when call-back services will be performed. It is the vendor's responsibility to document all call-back services and obtain a signature from a building representative. All completed forms shall be attached to and submitted with the monthly request for payment.
- 5. A monthly invoice shall be submitted listing a breakdown of cost for each location. Attach documentation of service that is dated and signed by a representative for each site.
- 6. All work shall be performed in a safe and effective manner in accordance with federal, state and local regulations as an approved pest control procedure.

III. MATERIALS:

All pesticides and rodenticides used shall have been registered by the Environmental Protection Agency and any other governmental agency having authority in this field. The vendor will apply such chemicals in strict accordance with label recommendations.

<u>Material Safety Data Sheets</u> will be furnished to the County at commencement of the contract and upon any future request.

BID FORM

Specification Number PD 12-13.035 PEST AND RODENT CONTROL SERVICES

Board of County Commissioners Escambia County, Florida Pensacola, Florida 32502 Date: 4-26-2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Pest and Rodent Control Services as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price

Bldg #	Sq Ft	Building	Address	Cost per Month
71	7,000	Agricultural Extension Services	3740 Stefani Drive	22.00
46	21,367	Animal Shelter	200 W. Fairfield Drive	9.00
223	9,888	Barrineau Park Community Center	6055 Barrineau Park Rd.	14.02
73		Beulah Senior Citizen Center	7425 Woodside Drive	11.00
123		Bryneville Community Center	1701 Hwy 4A - Century	14.00
155	167,855		1200 W. Leonard St.	95.00
295		Central Office Complex	3363 W. Park Pl.	20.00
61		Century Courthouse	Highway 4 - Century	15.00
65		Century EMS	6029 Industrial - Century	10.00
179A		Clerk of Court Archives	120 E. Blount St.	10.00
146		COB Maintenance Building	2251-A N. Palafox	12.00
130	28,823		2251 N Palafox	14.00
56	865		100 W. Maxwell	13.00
62		Davisville Community Center	6470 Hwy 4 W, Century	13.02
63		Dorrie Miller Community Center	2819 N. Miller St.	12.09
241		Ebonwood Community Center	3511 W Scott St	15.00
66		Employee Health Clinic	2257 N. Baylen St.	14.92
256		EMS Building	256-A W Hayes	10.9
68		Englewood Boys & Girls	2751 N "H" Street	14.19
179		Facilities Management	100 E. Blount St.	14.09
72		Felix Miga Community Center	904 N. 57th Ave	10.00
242		Government Complex-ELM	221 Palafox Place	40.0%
203	8,319		1651 East Nine Mile Rd	30.99
80	93,474		1800 St. Mary Ave	63.00
267	2,964	Lexington Terrace Community Center	900 S. Cory Field Rd	23.0%
102	6,273	LSC Shop/Paint Booth	1350 W. Leonard St.	10.00
255	1,200	LSC Supervisor Building	1135 W. Hayes-Duplex	7.09



69	217,015	Main Jail	2935 N. L Street	95.0-
181	1,965	Marie Ella Davis Community Center	16 Raymond St.	14.32
301	13,220	Marie K Young Community Center	6405 Wagner Rd	14.00
49	39,100	Matt Langley Bell Building	213 Palafox Place	19.00
217	1,965	Mayfair Community Center	701 S. Madison Drive	14.9
79	333,684	MC Blanchard - Judicial Center	190 Government St.	68.00
292	15,600	Molino Community Center	6450 Hwy 95A	14.02
302	7,133	Molino T C & P A	6440 Hwy 95A	10.00
260	2,978	Mosquito Control	601 Hwy 297A	20.00
153		Oak Grove Community Center	745 Hwy 99	9.99
59	40,680		223 Palafox Place	25.00
	· · · · ·			
224	60.310	Public Safety	6575 N. W Street	Z0.09
185	1,965		2490 Quintette Lane	14.99
150	1,007		775 Mobile Hwy	10.00
113	108,927		1700 W. Leonard St.	15.00
272	15,680		3101 H St.	43.00
119	17,214		1300 W. Leonard	10.00
121	3,606		97 Hood Drive	10.92
4	1,100		12950 Gulf Beach Hwy	10. 02
124	2,000		5844 N. Hwy 29	10.00
139	2,845		41 Fort Pickens Rd	10.00
45	21,367		1190 W Leonard	20.00
303	6,084		30 N Navy	10.99
219	10,332		6451 W Street	10.02
81A	5,688		507 Navy Blvd.	10.00
173	3,139		3740 Stefani Drive	Z5. °
20	5,559	Beulah VFD	6400 W. Nine Mile Rd.	10.50
132	8,160		5925 N "W" St.	10.5%
133	6,923		2 Woodland Blvd.	10.59
140	1	Century VFD	10 Tedder Rd.	10.5%
213	1,500		10 Tedder Rd.	10.59
134	11,689		8624 Pensacola Blvd.	10.5%
135	8,377		2331 E. Johnson Ave.	10.5%
2	6,892		14250 Innerarity Rd.	10.5%
3		Perdido Key Sub #1 VFD	15500 Perdido Key Dr.	10.5%
1	2,031		1425 Bauer Field Rd.	10.5%
141	6,146	McDavid VFD	100 Century Blvd.	10.57
9	8,280	Myrtle Grove VFD	7209 Lillian Hwy.	10.59

				1.69.
215	14,880		7009 Pine forest Rd	10.5%
11	-	Fire Marshall Office	4701 Maywood Ave.	12.00
294	-	Pensacola Beach VFD	901 Via De Luna	10.5%
6		Pleasant Grove VFD	9350 Gulf Beach Hwy.	10.5%
136	8,206	Walnut Hill VFD	7760 Hwy. 97	10.5%
160		Walnut Hill Sub VFD	6105 Hwy. 99	10.5%
156	6,965	Molino VFD	1455 Molino Rd.	10.5%
177	2,022	Molino Sub VFD	4325 White Ash Rd.	10.52
			2601 Massachusetts	6
231	9,818	Osceola VFD	Ave.	12.2
				(F A ^{P}
30	990	Road Prison Kitchen Storage	601 N Hwy 297 A	15.02
31	616	Road Prison - Office	601 N Hwy 297 A	6.**
32	18,482	Road Prison - Barracks	601 N Hwy 297 A	45.00
33	450	Road Prison - Portable Building	601 N Hwy 297 A	0.**
220	3,160	Road Prison - Admin	601 N Hwy 297 A	13.00
221	3,120	Road Prison - Multi-Purpose	601 N Hwy 297 A	10.00
280	360	Road Prison Metal Storage Shed	601 N Hwy 297 A	0.2
281	800	Road Prison Maintenance Storage	601 N Hwy 297 A	0.0-
286	1,175	Road Prison RCO Maint. Office	601 N Hwy 297 A	0.00
297	660	Road Prison Geo Thermal Bldg.	601 N Hwy 297 A	0.**
37	2,730	Road Dept Admin	601 N Hwy 297 A	0.00-
36	19,945	Road Dept Fleet Garage	601 N Hwy 297 A	10.00
40	5,351	Road Dept Small Equipment/Traffic	601 N Hwy 297 A	10
270	947	Road DeptW/O Bldg/Portable	601 N Hwy 297 A	10.00
42	1,890	Road Dept Admin/Saw Shop	601 N Hwy 297 A	D.ºº
104	7,410	North Camp Fleet Maint.	4901 Camp Rd., Century	11.02
28	357	Solid Waste-Scale House	13009 Beulah Rd.	10.00
23	2,649	Solid Waste-Admin.	13009 Beulah Rd.	Z0.92
27	4,206	Solid Waste-Fleet Garage Bldg.	13009 Beulah Rd.	10.99
30281	658	Solid Waste - Guard Trailer	13009 Beulah Rd.	10.99
296	144	Solid Waste-Oak Grove Shed	745 N. Hwy. 99	10.00
		Palafox Transfer Station	2906 N. Palafox	10.00
1135	600	John R. Jones Softball Concession	E. Nine Mile Rd.	10.92
1071	1,257	Ashton Brosnaham - Concession	10370 Brosnaham Park.	15.0%
1072	651	Ashton Brosnaham - Bathrooms	10370 Brosnaham Park.	5.°°
1074	672	Ashton Brosnaham - Concession	10370 Brosnaham Park.	5.00
1300	938	Ashton Brosnaham - Ticket Office	10370 Brosnaham Park.	5.%

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		<u> </u>	TOTAL	\$1684.52
229	30,838	Probation/Work Release	1211 W. Fairfield Ave.	38.9
83	656	Lakestone Center - Bathhouse	801 W. Highway 4	5.%
82	1,968		801 W. Highway 4	15.00
257	540	Equestrian Center - Ticket Office	7750 Mobile Hwy.	5.00
189	774	Equestrian Center - Admin	7750 Mobile Hwy.	5.9
1305	492	Ashton Brosnaham - Press Box	10370 Brosnaham Park.	5.9
1303	2,725	Ashton Brosnaham - Locker	10370 Brosnaham Park.	5.2
1302	2,725	Ashton Brosnaham - Meeting Room	10370 Brosnaham Park.	5.2

GRAND TOTAL FOR THE YEAR: S 20214.

Name(s) of personnel with certification See ATTACHED

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No.	Date	Addendum No	Date
Addendum No.	Date	Addendum No	Date

Addendum No.

1. 2. 3.

Addendum	No	Da
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(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number <u>205819</u>	Bidder: FLORIDA PELT CONTROL & CHEMICAL CO.
Occupational License No. JBS75	By: <u>GREC LAWRENCE</u> Signature not Kulture
Type of Contractor's License, Certification and/or Registration <u>Рест Сомтем Сомраму</u>	Tille: C. O. O Address: 116 NW 16TH AVE GAINESULLE, FL 32601
Expiration Date: 10-31-2013	Person to contact concerning this bid:
Terms of Payment (Check onc) Net 30 Days 🖌 2% 10th Prox	Phone Toll Free/Fax #_353-494.3054 CELL 850.626.0710 FAX E-Mail Address:_ <u>C. powell @ Flapert.c</u> om
	Home Page Address: www. Fla pert.com

7

Purchasing Agreements with Other Governmental Agencies

KYes []No

-- -

Ktfafle . H/R DIZECTOR Signature:___

Accept provisions of purchase agreement with other governmental agencies.

Names and addresses of proposed Subcontractors to be utilized for work on this project:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4260	County Administrator's Report 13. 6.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Purchase of 2013 Chevy Silverado 1500 Crew Cab 4WD Pickup
From:	Pat Johnson
Organization:	Solid Waste
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Purchase of One 2013 Chevy Silverado 1500 Crew Cab 4WD Pickup for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #12-20-0905, Specification #39, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions, and Section 46-64, Award approval and threshold authority, and award a Purchase Order for one 2013 Chevy Silverado 1500 Crew Cab 4WD Pickup, to Alan Jay Chevrolet Buick GMC Cadillac, in the amount of \$28,935, for the Solid Waste Management Department.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

BACKGROUND:

This vehicle will replace Property Number 050924, in the Engineering and Environmental Quality Division.

BUDGETARY IMPACT:

Funding for this purchase is available in Fund 401 Solid Waste, Cost Center 230304, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Award approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Solid Waste Management Department (SWMD) will coordinate with the Office of Purchasing for the issuance of the Purchase Order. SWMD Fleet Maintenance will coordinate delivery of the 2013 Silverado 1500 Crew Cab 4WD Pickup with Alan Jay Chevrolet Buick GMC Cadillac.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4300	County Administrator's Report 13. 7.
BCC Regular N	leeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Retaining the Law Firm of Lewis, Longman & Walker, P.A.
From:	Pat Johnson, Department Director
Organization:	Solid Waste
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Retaining the Law Firm of Lewis, Longman & Walker, P.A. to Represent the County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize retaining the law firm of Lewis, Longman & Walker, P.A., to represent the County in matters related to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) and other environmental enforcement issues at the County Transfer Station (Palafox Street and Texar Drive Ammonia Site), at an hourly rate not to exceed \$255, with a \$25,000 cap. Any amount over \$25,000 would require additional Board action.

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230307]

BACKGROUND:

The Board at its December 8, 2011 meeting approved to retain the law firm of Lewis, Longman & Walker, P.A. with a cap of \$10,000, to assist the County in addressing the intricacies of state and federal environmental enforcement schemes. Subsequently, the Board approved additional funds of \$15,000 on April 5, 2012 and \$7,152.89 on November 15, 2012. The total authorized amount has been met and supplemental funds are required for additional expertises on the issues concerning environmental enforcement at the County Transfer Station (Palafox and Texar Drive Ammonia Site).

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund, Cost Center 230307.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

N/A

-

Board Minutes

Attachments

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Continued

- I. <u>FOR ACTION</u> Continued
- 1-4. <u>Approval of Various For Action Items</u> Continued
 - 4. Authorizing to retain the Law Firm of Lewis, Longman & Walker, P.A., to represent the County in matters related to CERCLA and other environmental enforcement issues at the County Transfer Station (Palafox Street and Texar Drive Ammonia Site), at an hourly rate not to exceed \$255, with a \$10,000 cap; any amount over \$10,000 would require additional Board action.
- III. FOR INFORMATION

1-4. <u>Approval of Various For Information Items</u>

- 1. Accepting, for filing with the Board's minutes, the letter from the Attorney General's Office, dated November 16, 2011, concerning a Formal Comment on the Municipal Service Benefit Units Authority of Board of County Commissioners to forgive penalties and interest on arrears when Special Assessments are not collected by the Uniform Method.
- 2. Accepting, for filing with the Board's minutes, the Opinion regarding <u>Mohamed A.</u> <u>Mohamed vs. Escambia County</u>, filed by Judge (*Terry D.*) Terrell on November 22, 2011.
- 3. Accepting, for filing with the Board's minutes, the *Notice of Charter Service Complaint* filed with the Federal Transit Administration (FTA) by Beach Bum Trolley, LLC, and Answer filed in response on behalf of Escambia County.

MINUTES OF THE REGULAR BCC MEETING - Continued

COUNTY ATTORNEY'S REPORT - Continued

- I. FOR ACTION Continued
- 1-7. Approval of Various For Action Items Continued
 - 3. Taking the following action concerning waiver of any potential conflict of interest by the Law Firm of Moore, Hill & Westmoreland, P.A.:
 - A. Waiving any potential conflict of interest in having the Law Firm of Moore, Hill & Westmoreland, P.A., represent the County in the Cases of <u>Theresa M. Guy, et al. v.</u> <u>Roads, Inc. of NWF and Escambia County, Florida</u> (Case No. 2010 CA 002044), and <u>Dawn Ashby, et al. v. Roads, Inc. of NWF and Escambia County, Florida</u> (Case No. 2010 CA 003112), when the firm of Moore, Hill & Westmoreland, P.A., is defending Speegle Construction, Inc., in the civil action filed by Escambia County captioned <u>Escambia County, Florida v. McCall and Associates, Inc. Architects, Samuel Johnson, Inc., Samuel F. Johnson, Jr., Speegle Construction, Inc., Carolina Casualty Insurance Company, and Berkley Insurance Company (Case No. 2011 CA 001127), relating to design and construction defects in the Public Safety Building; and</u>
 - B. Authorizing the County Attorney to execute a Conflict Waiver to reflect that the Board of County Commissioners is waiving any potential conflict of interest, a copy of which is provided.
 - 4. Authorizing the retaining of the Law Firm of Lewis, Longman & Walker, P.A., to represent the County in matters related to CERCLA and other environmental enforcement issues at the County Transfer Station (Palafox Street and Texar Drive Ammonia Site), at an hourly rate not to exceed \$255, with a \$15,000 cap; any amount over \$15,000 would require additional Board action.
 - 5. Taking the following action concerning the scheduling of a Public Hearing:
 - A. Approving the scheduling of a Public Hearing to be held on April 17, 2012, at 5:31 p.m., to consider *(adopting an Ordinance)* amending certain provisions of the 2005 Merit System Protection Board (MSPB) Ordinance; and
 - B. Ratifying the advertising of the Notice of Intent to Adopt a County Ordinance, published in the <u>Pensacola News Journal</u> on Saturday, March 31, 2012.

4/5/2012

Page 34 of 36

dch

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-19. Approval of Various Consent Agenda Items Continued
 - 16. Approving, and authorizing the Acting County Administrator to execute, the following Change Order #2 to pay legal fees associated with Florida Department of Environmental Protection Split Sampling and Monitoring activities at 2906 North Palafox (Funding Source: Fund 401, Solid Waste Fund, Cost Center 230307):

Department:	Solid Waste
Division:	Waste Services
Type:	Addition
Amount:	\$7,152.89
Vendor:	Lewis, Longman & Walker, P.A.
Project Name:	Split Sampling and Monitoring at 2906 North Palafox
Contract:	(N/A)
Purchase Order Number:	121350
Change Order (CO) Number:	2
Original Award Amount:	\$46,500.00
Cumulative Amount of Change C	Orders through CO #2: \$10,252.89
New Contract Total:	\$56,752.89

17. Adopting a Resolution (*R2012-163*) (the "2012 Resolution") authorizing the issuance and sale of not exceeding \$8,500,000 Escambia County, Florida, Tourist Development Refunding Revenue Note, Series 2012 (the "2012 Note"); the "2012 Resolution" approves the bank loan and issuance of the "2012 Note," and approves, by reference, a form of Escrow Deposit Agreement between the County and an Escrow Holder to be designated by the Chairman or his designee prior to issuance of the "2012 Note."



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4261	County Administrator's Report 13.8	3.
BCC Regular M	leeting Budget & Finance Conser	It
Meeting Date:	05/16/2013	
Issue:	Purchase of 2013 Chevy Silverado 1500 Crew Cab 4WD Pickup	
From:	Pat Johnson	
Organization:	Solid Waste	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning the Purchase of One 2013 Chevy Silverado 1500 Crew Cab 4WD Pickup, with Manufacturer Upgrade Package 1LT on Crew Cab, for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #12-20-0905, Specification #39, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions, and Section 46-64, Award approval and threshold authority, and award a Purchase Order for one 2013 Chevy Silverado 1500 Crew Cab 4WD Pickup with Manufacturer Upgrade Package 1LT on Crew Cab, to Alan Jay Chevrolet Buick GMC Cadillac, in the amount of \$30,854, for the Solid Waste Management Department.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 56401]

BACKGROUND:

This vehicle will replace Property Number 49196, in the Waste Services (Recycling) Division.

BUDGETARY IMPACT:

Funding for this purchase is available in Fund 401 Solid Waste, Cost Center 230306, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Award approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Solid Waste Management Department (SWMD) will coordinate with the Office of Purchasing for the issuance of the Purchase Order. SWMD Fleet Maintenance will coordinate delivery of the 2013 Silverado 1500 Crew Cab 4WD Pickup with Manufacturer Upgrade Package 1LT on Crew Cab, with Alan Jay Chevrolet Buick GMC Cadillac.

Quote Sheet

Attachments

•	<u>E</u>	- EIN	J		-
		F <u>læ</u> t	SA	N <i>LE</i> S	
	Call Us	first, for all of your Fleet Automotiv	ve, & Light Tru	ck needs.	
PHONE (800) ALAN	JAY (252-6529)	DIRECT 863-402-4234		W.ALANJAY.COM	
Corporate 2	2003 U.S. 27 South	MOBILE 863-381-3411	Mailing P.0	D. BOX 9200	
Office	Sebring, FL 33870	FAX 863-402-4221	Address Se	bring, FL 33871-9200	
		QUICK QUOTE	SHEET		
	FOR VEHICLES SO	OLD UNDER THE FLORIDA SHEP	RIFF'S ASSOCI	ATION CONTRACT	
				PAGE of	2
REQUESTING AGENC	Y:	ESCAMBIA COUNTY BOCC			
ORIGINAL QUOTE DA	TE:	4/23/2013	REVISI	ED QUOTE DATE:	4/23/2013
CONTACT PERSON:		DENNIS RIGBY			
PHONE NUMBER:		850-937-2166		Tdrigby@mye	acombia com
FAX NUMBER:		850-937-2152	e-mail:	<u>i diigby@iiiye</u>	scambla.com
MODEL:	CK10703	FSA BID NUMBER'S 12-20-0905 & 12-10-090	5	SPECIFICATION #	\$39
	2013 CHEVY SILVERA	DO 1500 REG CAB 4WD P/U	_	PG#	
			в	ASE DISTRICT PRICE	:\$19,152.00
OPTION CODE #	DESCRIP				OPTION COST
50U 19C		R COLOR WHITE W/ DARKEST INTER	RIOR AVAILABL		\$7,395.00
CK10543		AB MODEL UPGRAD REAR DIFFERENTIAL			INCL
G80 LMG		PGRADE ON CREW CAB	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************	\$824.00
Z82	***************************************	TOW PKG			\$525.00 \$149.00
NZZ 1LT	SKID PLA	GRADE PKG 1LT ON CREW CAB			\$2,595.00
) _ I	Regular Cab	Only Includes: 4.8/ FEV V8 HD Trailer Suspension, 1	Electronic Transfer Cas	e, Recovery Hooks, 17"	
	Mirrors Solar	d Steel Wheels, Chrome Frt Bumper, Body Side Bod Ray Deep Tint Rear Glass, AM/FM Single CD Player	r, XM Radio 90 days, P	remium Cloth Seats,	
	Manual Lumb windows/lock	par, Carpet Floors with Rubber Mats, Leather Wrap W s, remote keyless entry, remote start prep pkg, driver	heel Upgraded instrum and front passenger vi	ent cluster, Pwr sor and vanity mirrors.	
	Onstar w/ 6 π	nos service. ** (1LT upgrade with Ext Cab Cost \$3180)) (1LT upgrade with Cr	ew Cab Cost \$2595)	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
********	**********				

					,,
*****			*****		
	,				£190.00
PULSE		RAKE LIGHT SAFETY FLASHER ARY TAG		***************************************	\$189.00 \$25.00
		ED WARRANTY DECLINED		***************************************	
		TOTAL OF OPTIONS:			\$11,702.00
		TOTAL COST:			\$30,854.00
				QTY 1 =	\$30,854.00
		TAKE TRADE INS			\$0.00
	TESWE	TARE TRADE INS	<u> </u>	<u> </u>	
		TOTAL COST LESS TRADE IN:			\$30,854.00
Comments:					
		Alan Jay Chevrolet Buick GMC Cadillad	c FEID #65-021140	4	70
	Alan Jay Ford Lincoln I	Mercury, Inc. FEID # 20-5996360 / Alan Ja Inc. d/b/a Alan Jay Toyota FEID # 59-3533	ay Chrysler Dooge 1026 / Alan Jay N	issan, inc. FEID #76-083	3978
				n@alanjay.com	
VEHICLE QUOTED B	Y: Chris W	ilson, Fleet Sales Manager "I Want to be Your Fle		na ananjay.com	•
l appreciate the oppor	tunity to submit this au	otation. Please review it carefully. IF the	ere are any errors	or changes, please feel	free to contact me at any
	· · · · · · · · · · · · · · · · · · ·	time. I am always happy to be	of assistance		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3964	County Administrator's Report 13. 9.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Assumption of Agreement for Saufley Field Road Cⅅ Landfill Closure and Stormwater Improvement Project
From:	Pat Johnson, Department Director
Organization: CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action regarding the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project:

A. Approve and authorize the Chairman to sign the Assumption of Agreement between Escambia County, Florida, and Closure Turf, LLC, to Watershed Geosynthetics, LLC, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project; and

B. Approve and authorize the Interim County Administrator to execute a Purchase Order to Watershed Geosynthetics, LLC, in the amount of \$77,000, for the cost of the Surety Bond Including Risk Premium for the Escambia County Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project.

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

BACKGROUND:

On September 17, 2012, the Board approved and authorized the County Administrator to sign the Long-Term Service Agreement between Escambia County and Closure Turf, LLC, in accordance with The State of Florida Department of Environmental Protection (FDEP) Approval of Alternate Procedures Case No. SWAP 10-2 and approved a Purchase Order to Closure Turf, LLC in the amount of \$125,000, for Saufley Landfill final cover ballast sand infill maintenance, and Surety Bond, in accordance with the Closure Turf Long-Term Service Agreement.

Closure Turf, LLC has undergone a name change and is now Watershed Geosynthetics, LLC. The Board is asked to approve the Assumption of Agreement in order that future records bear the new name and, approve the execution of a Purchase Order to Watershed Geosynthetics, LLC, for the cost of the Surety Bond at this time, in accordance with the Long-Term Service Agreement.

BUDGETARY IMPACT:

Funding for this project is available in Fund 401, Solid Waste Fund, Cost Center 230316, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Assumption of Agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Assumption of Agreement Exhibit A Corporate Guaranty Shaw Industries Exhibit B Surety Bond Rider Watershed Bond Invoice State of GA Change of Name Brd Mins 09_17_2012 ClosureTurf Agreement 09_17_2012

ASSUMPTION OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND CLOSURE TURF, LLC TO WATERSHED GEOSYNTHETICS, LLC

THIS ASSUMPTION OF AGREEMENT WITH CONSENT ("Assumption") is made this ______ day of ______ 2013, by and between Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County") and Watershed Geosynthetics, LLC, a Georgia limited liability company, formerly ClosureTurf, LLC, whose principal address is 11200 Atlantis Place, Suite 200, Alpharetta, GA 30022 (hereinafter referred to as "Watershed").

WITNESSETH:

WHEREAS, on or about September 17, 2012, the County entered into a Long-Term Service Agreement with ClosureTurf, LLC, relating to landfill cover products at Saufley Field Road C&DD Landfill Closure Project (hereinafter referred to as the "agreement"); and

WHEREAS, incorporated by reference as Attachment D to the subject agreement, the County and ClosureTurf, LLC, further entered into a 10-year Limited Warranty Backed by Financial Assurance (hereinafter referred to as "Warranty") that provided for the following financial mechanisms: Surety Bond issued by Travelers Casualty and Surety Company of America for the first 5 years of certified closure; and a Corporate Guarantee provided by Shaw Industries, Inc. for the remaining 5 years of certified closure.

WHEREAS, ClosureTurf, LLC, subsequently filed Articles of Amendment to Articles of Organization formally changing the name of the entity to Watershed; and

WHEREAS, Watershed now desires to assume the rights, duties and obligations of ClosureTurf under the agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Watershed hereby agree as follows:

1. The agreement and corresponding warranty are hereby assumed by Watershed, and County consents, subject to the terms and conditions set forth in this Assumption. All rights, duties and obligations of ClosureTurf under the agreement and warranty shall become the right, duties and obligations of Watershed immediately upon the effective date of this Assumption.

2. County and Watershed agree to the assumption of the performance of the agreement and warranty by Watershed and to the release of ClosureTurf from any further performance under the agreement.

3. County and Watershed further agree, upon the effective date of this Assumption, the Corporate Guarantee previously provided by Shaw Industries, Inc., shall apply to the full faith and performance of the subject Agreement by Watershed as evidenced in the correspondence, dated March 8, 2013, attached hereto as Exhibit A.

4. In addition, County and Watershed further agree, the warranty bond previously issued to ClosureTurf LLC, as principal, by Travelers Casualty and Surety Company of America (Bond No. 105810057) is hereby amended to reflect that the principal's name on the bond has changed as evidenced in the Rider, dated April 10, 2013, attached hereto as Exhibit B.

5. The agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the agreement or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the agreement, as amended by this Assumption.

6. This Assumption will 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 Assumption 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 Assumption on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action on _____ day of _____ 2013, and Watershed Geosynthetics LLC, formerly ClosureTurf LLC, signing by and through its President duly authorized to execute same.

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

Deputy Clerk

(Seal)

Page 2 of 3

Approved as to form and legal sufficiency. By/Title: Date: A

Witness

WATERSHED GEOSYNTHETICS LLC

By: Michael Ayers, President

Melissa A, Grace Print Name

Und B Witness 0

Curt Boling Print Name

March 8, 2013

Escambia County, Florida 221 Palafox Place Pensacola, FL 32502

Re: Corporate Guaranty for Watershed Geosynthetics 10 Year Limited Warranty Backed by Financial Assurance Agreement for the Saufley Field Road C&DD Landfill

Dear Sir:

This letter confirms that Shaw Industries Group, Inc. ("Shaw"), will guarantee to Escambia County the full and faithful performance by Watershed Geosynthetics LLC, formerly known as Closure Turf LLC ("Watershed Geosynthetics") of all of the obligations to be carried out or performed by Watershed Geosynthetics under the terms and conditions of the 10 Year Limited Warranty Backed by Financial Assurance Agreement between Escambia County and Watershed Geosynthetics dated August 8, 2012 (the "Agreement").

4

No change, alteration or modification in the obligation of Watershed Geosynthetics under the Agreement shall operate to create any liability hereunder unless such change, alteration, or modification is agreed to in writing by Watershed Geosynthetics, Shaw and Escambia County.

This Guaranty is limited to a five (5) year period beginning on the expiration date of the five (5) year Surety Bond and ending five (5) years later.

Shaw's total obligation pursuant to this Guaranty shall not exceed \$880,000.00.

Sincerely,

SHAW INDUSTRIES GROUP, INC.

Gerald R. Embry Vice President, Administration



RIDER

To be attached to and form a part of Bond No. 105810057 Type of Bond : Warranty Bond August 13, 2012 Dated: (MONTH-DAY-YEAR) , as Principal, executed by Closure Turf LLC PRINCIPAL) and by Travelers Casualty and Surety Company of America , as Surety, in favor of Escambia County, Florida (OBLIGEE) NOW THEREFORE, it is understood and agreed that effective October 30, 2012, the Principal's name on the bond has changed From: Closure Turf LLC Watershed Geosynthetics LLC To: Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. October 30, 2012 This rider is effective (MONTH-DAY-YEAR) Signed and Sealed April 10, 2013 (MONTH-DAY-YEAR) Watershed Geosynthetics LLC a Georgia Limited Liability Company By: Travelers Casualty and Surety Company of America (SURETY) By Tracey D. Watson, Attorney-in-Fact



INVOICE

Mr. Brent Schneider Escambia County 13009 Beulah Rd. Cantonment, FL. 32533 Project Number: CT/FL-004 P.O No. Project Name: Saufley Landfill Invoice No. 21-12-1060

Email: <u>bdschneider@co.escambia.fl.us</u> Phone: 850-937-2179 Invoice Date: 12-21-2012 Company ID# 27-0736307

Cost of Surety Bond Including Risk Premium for the Escambia County Saufley Field Road C&DD Landfill Closure Project

Net Invoice Amount:

\$77,000.00

Total Due

<u>\$77,000.00</u>

Please pay to: Watershed Geosynthetics LLC

Remit To: 11400 Atlantis Place Suite 200 Alpharetta, Georgia 30022

> 11400 Atlantis Place Suite 200 | Alpharetta, Georgia 30022 | www.watershedgeo.com

Control No: 09038548
Date Filed: 10/30/2012 01:46 PM
Brian P. Kemp
Secretary of State

ARTICLES OF AMENDMENT

ТО

ARTICLES OF ORGANIZATION

1.

The name of the limited liability company is ClosureTurf LLC, a

Georgia limited liability company (Control # 09038548).

2.

The date the Articles of Organization for ClosureTurf LLC were filed was

May 12, 2009.

3.

ClosureTurf LLC hereby changes its name, effective immediately, to Watershed Geosynthetics LLC.

IN WITNESS WHEREOF, the undersigned has executed this Articles of Amendment to Articles of Organization as of October 25, 2012.

M. Henry Day, Jr.,

2012/00

E: 10:

20

Attorney-at-Law



M. HENRY DAY, JR., P.C. ATTORNEY-AT-LAW

3960 Falls Ridge Drive Alpharetta, Georgia 30022 Tel.: (770) 663-0783 FAX: (770) 663-4938 henryday@bellsouth.net

October 25, 2012

Secretary of State Corporations Division--Two Martin Luther King Jr., Drive Suite 315, West Tower Atlanta GA 30334-1530

Re: Change of name by ClosureTurf LLC to Watershed Geosynthetics LLC

Dear Sir/Madam,

Enclosed are an original and one copy of the Articles of Amendment to Articles of Organization which changes the name of ClosureTurf LLC to Watershed Geosynthetics LLC. Also enclosed is this firm's check for \$20.00 in payment of the filing fee.

This name change is effective immediately.

After recording, please return the stamped filed original to me in the self addressed, return envelope enclosed herewith.

--Should you have any questions, please do not hesitate to give me a call.

Thank you for your assistance.

Sincerely,

milt M. Henry Day, Jr.

2012 OCT 30 AM 10: 02

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-23. <u>Approval of Various Consent Agenda Items</u> Continued
 - 15. Approving the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for Fiscal Year 2012-2013, as follows (Funding Source: funding is available in the specified Cost Center[s] for each Purchase Order):

	Vendor	<u>Amount</u>	Contract Number
A.	Merritt Veterinary Supply Animal Care, Medical Supplies, and Equipment Vendor Number: 133193 Funding: Fund 001, General Fund, and Fund 101, Escambia County Restricted Cost Centers: 320501, Animal Services Adminis and 320502, Animal Services Lice	tration,	
B.	TESI Staffing and Employment Screening Long Term Temporary Staffing Needs Vendor Number: 200955 Funding: Fund 001, General Fund, and Fund 101, Escambia County Restricted Cost Centers: 320501, Animal Services Adminis and 320502, Animal Services Lice	tration,	PD 11-12.035

- 16. Taking the following action concerning the *ClosureTurf™ Long-Term Service Agreement* between Escambia County and ClosureTurf, LLC, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project (Funding Source: Fund 401, Solid Waste Fund, Cost Center 230316, Object Code 56301):
 - A. Approving, and authorizing the County Administrator to sign, the *Long-Term Service Agreement* between Escambia County and ClosureTurf, LLC, in accordance with the Florida Department of Environmental Protection (FDEP) Approval of Alternate Procedures Case No. SWAP10-2; and
 - B. Approving a Purchase Order to ClosureTurf, LLC, in the amount of \$125,000, for Saufley Landfill final cover ballast sand infill maintenance and Surety Bond, in accordance with the ClosureTurf Long-Term Service Agreement.

Escambia County Clurk's Uriginal 9/17/2012 CAR II-16

ClosureTurfTM

LONG-TERM SERVICE AGREEMENT

1.0 AGREEMENT

ClosureTurf LLC, a Georgia limited liability company ("Company"), hereby agrees to provide to Escambia County the services provided in this Agreement for the ClosureTurfTM landfill cover products at Saufley Field Road C&DD Landfill Closure Project, further described in the Florida Department of Environmental Protection (FDEP) Approval of Alternate Procedures Case No. SWAP10-2. This Agreement is specific and limited to the terms of coverage, performance conditions, specifications, limitations, inspections, claims, and remedies set forth herein. This Agreement applies only to the ClosureTurfTM landfill products. For reference, the individual product components and acceptable variations meeting the requirements as specified by Company, are noted below:

- (1) Geomembrane: The lower geomembrane shall consist of Agru 50-mil LLPDE Super Gripnet geomembrane meeting requirements of the material specifications included in Attachment A and shall be structured to provide for drainage on top and high friction spikes below. The membrane shall be installed in conformance with the material manufacturer instructions. The geomembrane shall be continuously welded in accordance with the manufacturer specifications.
- (2) Synthetic Turf: The synthetic turf shall consist of artificial grass composed of green polyethylene fibers with a length of 2 2.5 inches tufted (pile height 1.25 inches) into two layers of woven geotextiles backing meeting requirements of the material specifications included in Attachment A.
- (3) Ballast Sand Infill: The sand aggregate to be used shall consist of highly permeable silica sand with a well-graded cumulative particle-size distribution curve meeting the gradation requirements of the material specifications included in Attachment A. Variations including mixing in cement or pozzolonic material with the sand (i.e. HydroBinderTM component of HydroTurfTM see specifications provided in Attachment A) are also covered by this Agreement.

2.0 AGREEMENT PERIOD

The applicable Agreement period of 30 years begins when Escambia County accepts ownership of the ClosureTurfTM installation (the "Agreement Period"), products supplied by Company have been paid for in full, and the Warranty and the Ballast Sand Infill Replacement Services Purchase Order have been executed by all parties and associated costs have been paid by Escambia County. Escambia County will be deemed to accept ownership of the ClosureTurfTM installation when Company provides written acknowledgement that Company has received the Construction Quality Assurance report(s) that document the completion of the installation and required third-part observations and installation testing and FDEP has acknowledged to Escambia County the official date of closing in writing. Escambia County is responsible for obtaining approvals from FDEP for installing the landfill cover products.

3.0 TERMS OF COVERAGE

Subject to the terms, conditions, and limitations contained in this Agreement, Company warrants to Escambia County (the "Warranty") that during the Agreement Period the ClosureTurfTM landfill cover products will maintain stability, tensile strength, ballast sand infill embedment, and installation position for its intended use as a landfill cover system in compliance with the performance conditions and limitations set forth in Sections 3.1 and 3.2 below (collectively, the "Performance Conditions").

Escambia County warrants that all materials, equipment, installation, placement, seaming, repairing, and anchoring of the product shall be in accordance with manufacturer's specifications (Attachment B), testing procedures, and construction quality assurance plan (Attachment C). Repair and remedy of installation defects shall be the responsibility of the Contractor in accordance with the Contractor's Warranty.

3.1. PERFORMANCE CONDITIONS

The terms of coverage of this Agreement are that ClosureTurfTM shall perform as a landfill cover meeting the requirements of the FDEP-approved Closure Plan and the performance conditions listed below:

3.1.1. ClosureTurfTM Will Retain Strength and Stability

ClosureTurfTM components shall be deemed to have maintained their required tensile strength and stability when:

- The green yarns of the synthetic turf grass maintains its tensile strength to be greater than 25% of the minimum required value in accordance with ASTM D 2256, as shown in the Material Specifications (Attachment A).
- The synthetic turf maintains an average yarn count of 4000 in accordance with ASTM D1907, as shown in the Material Specifications (Attachment A).
- The geotextile backing maintains its tensile strength to be greater than 25% of the minimum required value in accordance with ASTM D4595, as shown in the Material Specifications (Attachment A).
- The structured geomembrane maintains its tensile strength and elongation properties to be greater than 50% of the minimum required values in accordance with ASTM D6693 as shown in the Material Specifications (Attachment A).

• The structured geomembrane maintains its tear resistance properties to be greater than 50% of the minimum required values in accordance with ASTM D1004 as shown in the Material Specification (Attachment A).

3.1.2. Ballast Sand Will Retain Embedment and Stability

ClosureTurfTM will be deemed to have maintained its ballast sand infill embedment and stability if the average thickness of the ballast sand is one quarter of an inch over a selected landfill inspection area (no less than one acre) and no 1000 square foot area shall be absent of infill sand allowing the woven geotextile to be visible.

3.1.3. Product Components Will Remain In Place

The product components will remain in place to the limits of construction reflected in the Record Drawing plans and project construction documents. The criteria for determining if the material has remained in place are: (1) the Synthetic Turf component shall not move or shift to expose the underlying structured geomembrane; and (2) the geomembrane shall not move or shift to expose the underlying soil or waste.

3.2. PERFORMANCE LIMITATIONS

This Agreement does not apply (i) if ClosureTurf[™] is used for any application other than landfill cover system without prior specific approval by Company, (ii) to any damage caused during or on account of improper installation or repairs by non-certified ClosureTurfTM installers, or (iii) to the extent that any defect or damage is caused by:

- (a) Burns, cuts, vandalism, abuse, negligence, or neglect;
- (b) Modifications to the stormwater conveyance systems after installation not approved by Company;
- (c) Sustained wind as recorded by the National Weather Service (NWS) recording station at the Pensacola Regional Airport (<u>http://www.weather.gov/obhistory/KPNS.html</u>) in excess of 120 mph for more than 1 hour.
- (d) Peak wind as recorded by the National Weather Service (NWS) recording station at the Pensacola Regional Airport (<u>http://www.weather.gov/obhistory/KPNS.html</u>) in excess of 150 mph;
- (e) Rainfall as recorded by the NWS recording station at the Pensacola Regional Airport (<u>http://www.weather.gov/obhistory/KPNS.html</u>) in excess of 5 inches per hour;
- (f) Flooding outside the limits of the stormwater structures at the site;

- (g) The surface being used for a purpose other than that for which it was designed and installed;
- (h) Application of chemicals outside the design tolerances of the product components of ClosureTurfTM;
- (i) Failure to properly limit vehicle traffic over ClosureTurfTM other than for maintenance and inspection; and
- (j) Failure to limit vehicle traffic over $ClosureTurf^{TM}$ to less than 1 average trip per week.
- (k) Damage resulting from incorrect handling, storage and deployment or installation that does not meet the requirements of the project's Construction Quality Assurance Plan (Attachment C) regardless of the time of discovery.
- (1) All acts of God not covered in this agreement, or any other acts beyond the reasonable control of Company.

4.0 ONE-YEAR COMPLIANCE PERIOD

The first year of installation shall be a period of compliance review allowing observation of the installation performance. During the first year of closure, Escambia County shall perform quarterly inspections and investigate unusual conditions at Escambia County's expense. Escambia County shall provide inspection reports to Company. Areas that show ballast sand infill loss or unusual wear of the ClosureTurfTM product components shall be documented and repaired immediately by the Contractor under the conditions of the Contractor's Warranty or by Escambia County. Company shall provide repair materials at cost upon request by Escambia County. Installation of HydroTurfTM shall be an acceptable repair.

5.0 **INSPECTIONS**

Inspections will be conducted by Escambia County at Escambia County's expense during the Agreement Period. Inspections will occur annually and when necessary to investigate unusual conditions. Inspections will include visual observations, sand-thickness measurements, and sampling and testing of the ClosureTurfTM product components. Testing shall be performed by a Geosynthetic Institute (GSI) accredited laboratory (<u>http://www.geosynthetic-institute.org/gai/lab.htm</u>). Results of the inspections (including testing showing failure as defined in Section 3.0) conducted by Escambia County will be the basis for determination of liability and claims under this Agreement.

5.1 INSPECTION SCHEDULE

Escambia County may conduct inspections at any time. ClosureTurfTM product component samples may be taken by Escambia County for strength testing based on Escambia County's

visual observations. Conforming sample locations shall be repaired by Escambia County by a certified $ClosureTurf^{TM}$ installer.

5.2 INSPECTION PROCEDURES

Escambia County or Escambia County's agents will inspect ClosureTurfTM landfill cover products. The inspection will include (1) documenting general site conditions observed by conducting a walk-through of the site, (2) measuring ballast sand infill thickness, (3) sampling and testing of the product components, and (4) reporting the results to Company. Inspection procedures are listed in this Section 5.2 and 5.3 below in terms of the Warranty performance conditions.

Sampling and testing will be performed based only on visual indication of change or loss of strength.

5.2.1 Strength and Stability

Inspections may include sampling and testing product components for strength and stability. Where Escambia County observes any change in condition of the product components, a test sample of the product may be removed from the landfill cover system for laboratory strength testing in accordance with the requirements listed in Attachment A.

The testing laboratory will be selected by Escambia County and shall be a GSI accredited laboratory (<u>http://www.geosynthetic-institute.org/gai/lab.htm</u>). The tests will be paid for by Escambia County. The sample locations will be repaired by a certified ClosureTurfTM installer at Escambia County's expense. Repairs shall meet the specification requirements (Attachments A and B). Repairs of sample locations shall not void this Agreement or the Performance Conditions.

If the tests results are below the Performance Conditions then Escambia County may make a claim under this Agreement and Company shall repair or replace the ClosureTurf[™] landfill cover products in accordance with Sections 6.2 or 6.3 below.

5.2.2 Ballast Sand Embedment and Stability

Inspections will include measurement of ballast sand infill. Escambia County will measure and record the thickness of the ballast sand infill at a minimum of 20 locations per selected landfill inspection area of no less than one acre. The inspection area(s) will be determined by Escambia County based on visual observations of wear, weathering, or other change in conditions. The inspection area will not be less than one acre. Escambia County will choose the thickness measurement locations within the inspection areas. The thickness measurement locations will be recorded by a hand-held Global Positioning System device or by measurements from known markers and recorded on a site plan.

If the average thickness of ballast sand infill of each inspection area is less than 0.25 inch or if any approximately 1000 square foot inspection area has no ballast sand infill, then Escambia County may make a claim under this Agreement and Company shall repair or replace the Ballast Sand Infill in accordance with Sections 6.2 or 6.3 below.

5.2.3 Product Components

Inspections will include visual observations of the landfill cover system surface to observe damage, displacement, or movement. Locations of damage, displacement, or movement will be documented by Escambia County by a hand-held Global Positioning System device or by measurements from known markers and recorded on a site plan.

If the synthetic turf has been damaged, displaced, or moved allowing the geomembrane to be exposed, Escambia County will sample and test the exposed geomembrane. The exposed geomembrane will be sampled and tested at the discretion of the County to determine the strength and stability as listed in Attachment A.

The testing laboratory will be selected by Escambia County and shall be a GSI accredited laboratory (<u>http://www.geosynthetic-institute.org/gai/lab.htm</u>). The tests will be paid for by Escambia County. Escambia County may choose to select additional samples of ClosureTurfTM product components at anytime for laboratory testing. The sample locations will be repaired by a certified ClosureTurfTM installer at Escambia County's expense. Repairs of sample locations shall not void this Agreement or the Performance Conditions.

If the test results are below the required test values listed above, then Escambia County may make a claim under this Agreement and Company shall repair or replace the ClosureTurfTM landfill cover products in accordance with Sections 6.2 or 6.3 below.

5.3 COMPANY INSPECTION SCHEDULE

Company may conduct independent inspections and may be present during inspections by Escambia County. Company shall notify Escambia County a minimum of two weeks before scheduling an independent inspection of the ClosureTurf[™] landfill cover system and product components. Company shall immediately report inspection results to Escambia County. Escambia County's inspections shall be the basis of claims. A claim may be reviewed based on the results of the Company's retest as described below.

If an inspection test performed in accordance with Section 5.0 fails, Company may conduct independent sampling and testing at Company's expense. Sample locations selected by Company will be repaired by Company at Company's expense. Sample location repairs shall be performed by a certified ClosureTurfTM installer meeting requirements of Attachments A and B and shall be certified in writing by Company. Sample location repairs performed by Company or Company's agents shall not void this Agreement or the Performance Conditions. Company shall document all sampling procedures, sampling locations, testing procedures, testing results, sample

location repairs, repair procedures, and repair locations. If there is a discrepancy between Escambia County test results and Company test results, Company may have additional verification testing performed by the GSI laboratory or Company may verify proper calibration of testing equipment at Company's expense. Escambia County shall perform additional testing if testing equipment is shown to be improperly calibrated or conducted in accordance with GSI standards. The properly calibrated GSI test results shall be the basis of claims. Testing shall be completed within 90 days of notice of claim.

6.0 <u>REMEDY</u>

If ClosureTurfTM fails to perform in accordance with the Performance Conditions during the Agreement Period, Company shall provide materials and labor to repair or replace the ClosureTurfTM landfill cover system and the ClosureTurfTM product components as set forth in Sections 6.2 and 6.3 below. Repair and replacement of any portion of the ClosureTurfTM landfill cover system will, upon mutual agreement, be performed directly for Escambia County by a third party installer meeting the material specifications (Attachment A) and installation specifications (Attachment B) and Company shall reimburse Escambia County its related costs for repair and replacement, or Company shall provide such repair and replacement directly. Any installer performing repairs and replacement shall provide a one-year written Warranty to Escambia County for installation. Upon completion of repairs and/or replacement Company shall provide written documentation that installer has completed installation. Repair and replacement of any portion of the ClosureTurfTM landfill cover system and components shall not void this Agreement or the Performance Conditions.

6.1 NOTIFICATION OF CLAIMS

Claims under this Agreement must be submitted in writing within 60 days after discovery of the defect to:

ClosureTurf LLC, Attention: Delaney Lewis 11200 Atlantis Place, Suite E Alpharetta, Georgia 30022

Company shall respond in writing to all claims within 60 days of receiving claims. The response shall include a schedule for Company Inspections in accordance with Section 5.3 and a repair and replacement schedule.

Company shall provide ballast sand infill materials and labor for the 30-year Agreement Period to meet requirements of Sections 6.2 and 6.3 below in accordance with the Ballast Sand Infill Replacement Services purchased by Escambia County for a cost of \$48,000 and agreed to by Company as part of the materials purchase agreement . Escambia County will initially purchase and store on-site 200 CY of sand meeting the project specifications for use by Company as ballast sand infill.

6.2 REPAIR

Company at its sole cost shall repair and replace the ClosureTurfTM landfill cover system or the product components that fail to perform in accordance with this Service Agreement. Escambia County shall approve any area to be repaired and replaced.

Under no circumstances will Company assume liability for consequential damages due to defective geomembrane or incorrect installation.

The area to be repaired shall be defined as the area between the passing samples or measurements as determined by the inspections. Repair and replacement of ClosureTurfTM or acceptable variations shall meet specifications (Attachments A and B) including the following:

- Removing or repairing the failing ClosureTurfTM or product components including geomembrane, geosynthetic turf system, and ballast sand infill.
- Repairing and cleaning geomembrane to meet the requirements of the material specifications.
- Installing new ClosureTurfTM product components in accordance with manufacturer's requirements.
- Seaming and securing ClosureTurfTM to the existing ClosureTurfTM in accordance with the manufacturer's requirements.
- Replacing ballast sand infill and providing confirmation measurements documenting ballast sand infill thickness and showing measurement locations on a site plan.
- Certifying repairs and installations in writing.

6.3 COMPLETE REPLACEMENT

Complete replacement of the ClosureTurfTM landfill cover system or product components shall be required under the conditions listed in Table 1.

Table 1	Complete Replacement Requirements						
Within Time	Total Repaired or						
Limit of	Replaced Net Area						
(years)	(%)	(%) Complete Replacement Requirements					
5	50	FDEP Rule 62-701.600 FAC (2 feet thick cover soil and sod)					
5	50	or with Alternate Procedures approved by FDEP					
10	75	FDEP Rule 62-701.600 FAC (2 feet thick cover soil and sod)					
10	73	or with Alternate Procedures approved by FDEP					

The total repaired or replaced product component areas is calculated as the total sum of repaired or replaced areas as documented by Escambia County during the time limit specified, less any repaired or replaced product component areas which have functioned properly for over one year as a percentage of the total landfill surface area (25 acres). If the total sum of repair and replacement areas documented by Escambia County exceeds the total areas as a percentage of the 25 acre landfill cover area for the project as detailed in Table 1, Company shall provide materials and installation for the complete replacement of the landfill cover products. Any replaced material which functions properly for a period of one year shall not be included in the total sum of repaired or replaced areas used in this Agreement. Company shall have the right to contract for any soil cover required meeting FDEP Rule 62-701.600(3) (g) 2, FAC as a result of a replacement under Section 6.2.

If complete replacement is required within the first 5 years of the closure based on the occurrence of a net 50% repaired or replaced areas, the replacement shall be using a FDEP-prescribed cover system as defined in Rule 62-701.600(3) (g)2, FAC. Company has the option to replace the synthetic turf and replace the ballast sand in-fill with a sand and cement mixture (HydroBinderTM and HydroTurfTM) meeting manufacturer's material and installation specifications (Attachment A). This replacement includes removal of the ClosureTurfTM product components. However, if the structured geomembrane has retained its strength, and it is agreed to by Escambia County, it may be left in-place. If the structured geomembrane is left in-place it shall be covered with a non-woven protection geotextile meeting the manufacturer's requirements for Super Gripnet Geomembrane final cover system (Attachment A). The two-feet of soil cover and sod shall be placed over the geotextile in accordance with manufacturer's specifications. Company shall provide closure certification documents such that Escambia County will be able to obtain closure certification in accordance with the requirements of FDEP Rule 62-701.600(6). Company shall have no financial obligation or performance of post-closure maintenance for closure areas that have been replaced with a FDEP prescribed soil cover.

Between 5 years and 10 years after of closure and the occurrence of a net 75% of repaired or replaced areas, Company shall provide materials and installation for the partial or complete replacement of the final cover using ClosureTurfTM or a FDEP-prescribed cover system, based on Company's choice and approval of Escambia County. Product components shall meet the manufacturer's specified material specifications, installation requirements, and quality assurance plan. Company has the option to replace the synthetic turf and replace the ballast sand in-fill with a sand and cement mixture (HydroBinderTM and HydroTurfTM) meeting manufacturer's material and installation specifications (Attachment A). Company shall provide written documentation that an installer has completed installation and Company shall provide closure certification documents such that Escambia County will be able to obtain closure certification in accordance with FDEP Rule 62-701.600(6). Complete replacement using ClosureTurfTM or HydroTurfTM shall not void this Agreement or the Performance Conditions.

Following 10 years of closure, complete replacement is not required. Company shall continue repair and replacement in accordance with this Service Agreement for the 30-year Agreement period.

6.4 NON-WARRANTY REPAIRS

If failure of the ClosureTurfTM landfill cover system and product components occurs under conditions not covered by this Agreement – repairs will be the responsibility of Escambia County. Repairs will be performed by a certified ClosureTurfTM installer using ClosureTurfTM product components meeting the material and repair specifications (Attachments A and B). Contractor performing repairs and replacement shall provide a one-year written Warranty to Escambia County for installation. Company will be notified of the repairs and Company shall provide written notice of acceptance after inspection. Repairs performed by Escambia County or Escambia County's agents shall not void this Agreement or the Performance Conditions as long as the material and repairs meet the specifications included in Attachments A and B.

7.0 FINANCIAL ASSURANCE

Company and Escambia County shall have a Financial Assurance Agreement (Attachment D) covering the first 10 years of closure to protect Escambia County from risk of Company failing to meet the requirements of this Service Agreement. In addition, Escambia County intends to purchase Ballast Sand Infill Replacement Services from Company that covers ballast sand replacement costs over the total 30-year Service Agreement period. Ballast Sand Infill and acceptable variations provided under this Agreement shall meet the requirements of Attachments A and B.

8.0 **PRODUCT PATENTS**

Company is the owner or licensee of the ClosureTurfTM U.S. Patents and HydroTurfTM patent pending for its waste-site cover-system technology. Except to the extent such infringement is attributable to Escambia County, Company hereby covenants and agrees to indemnify and hold Escambia County, its elected officials and employees, harmless from all claims, demands and/or suits against Escambia County by third parties for actual or alleged infringement of a patent, trademark, copyright or other intellectual property right used in the ClosureTurfTM landfill cover system (collectively, "Claims"). Company agrees to indemnify Escambia County for (i) damages awarded against Escambia County as a result of a Claim, and (ii) Escambia County's court costs and reasonable expenses directly related to defense of a Claim including, without limitation, Escambia County's reasonable attorneys' fees actually incurred in connection therewith. Company's obligations to defend and indemnify Escambia County pursuant to this provision are conditioned upon (a) Escambia County giving Company prompt written notice of a Claim, (b) Escambia County giving Company complete control of and reasonable assistance with the defense and settlement of the Claim, and (c) Escambia County not settling or compromising the Claim without Company's consent, which shall not be unreasonably withheld.

9.0 LIMITATION OF LIABILITY

In no event shall Company be liable, whether in contract or tort (including negligence) or under any other legal theory (including strict liability), for lost profits or revenues; loss of use or similar economic loss; or for indirect, special, incidental, consequential, punitive, or similar damages under this Agreement, even if Company has been advised of the possibility thereof.

10.0 NO OTHER WARRANTIES

This Agreement is Company's sole and exclusive Warranty hereunder. Notwithstanding anything set forth in this Agreement to the contrary, COMPANY MAKES NO WARRANTY THAT THE CLOSURETURF[™] LANDFILL COVER SYSTEM SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES COMPANY MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT FOR THE WARRANTY. Company's liability and Escambia County's exclusive remedies hereunder are hereby limited to the repair and/or replacement of the ClosureTurf[™] landfill cover system as set forth in Section 6.2 and 6.3 above. Escambia County shall be entitled to no other remedies, whether in contract or tort, except as provided herein.

11.0 MODIFICATIONS

This Agreement, together with Escambia County's standard terms and conditions of sale, the manufacturer's installation requirements, material specifications, Quality Assurance Plan, and repair and replacement requirements are the complete, final, and exclusive Agreement of the parties with respect to the quality and performance of the ClosureTurf[™] landfill cover system, and any and all representations and warranties concerning the same. None of the provisions of this Agreement may be changed, modified, amended, or supplemented except by a written instrument signed by an authorized representative of both parties hereto.

12.0 <u>WAIVER</u>

No failure or delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by either party hereto preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

13.0 GOVERNING LAW

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by Florida law.

14.0 **SEVERABILITY**

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

15.0 ACCEPTANCE

The foregoing Agreement and Attachments are hereby duly accepted and shall become a binding Agreement upon approval.

ACCEPTED BY:

I have read and agree to the terms and conditions of this Agreement:

ATTEST: Ernie Lee Magaha SF A BOARD OF IL **Clerk of the Circuit Court** Beputy Clerk BCC Approved: 09-17-2012

enber 17

Witness: UTIVIE Print Name:

Witness: (in+ Print Name:

Escambia County Board of County Commissioners

Wilson B. Robertson. Chairman

Date: September 17,2012

This document approved as to form and legal sufficiency. By: Title: Date:

CLOSURETURF LLC

BY: / a1

As the Duly Authorized Representative of ClosureTurf LLC

NAME:	Michael R. Ayers
-------	------------------

TITLE: President

DATE: 9-12-2012

ATTACHMENTS

ATTACHMENT A – MATERIAL SPECIFICATIONS.

ATTACHMENT B – REPAIR AND REPLACEMENT SPECIFICATIONS.

ATTACHMENT C – CONSTRUCTION QUALITY ASSURANCE PLAN

ATTACHMENT D – FINANCIAL ASSURANCE AGREEMENT.

ATTACHMENT A

MATERIAL SPECIFICATIONS

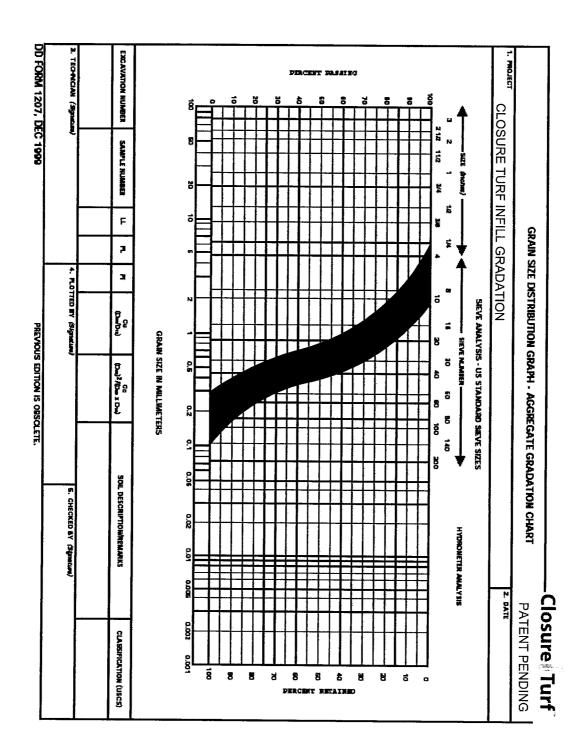
Property (50 mil Super Gripnet)	Test Method	Values			
Thickness (min. ave.), mil (mm)	ASTM D5994	50 LLDPE (125)	50 HDPE (1.25)		
Drainage Stud Height (min. ave.), mil (mm)	ASTM D7466	145 (3.68)	145 (3.68)		
Friction Spike Height (min. ave.), mil (mm)	ASTM D7466	175 (4.45)	175 (4.45)		
Density, g/cc	ASTM D792, Method B	0.939 (max.)	0.94 (min.)		
Tensile Properties (ave. both directions)	ASTM D6693, Type N				
Strength @ Yield (min, ave.), Ib/in width (N/mm)	2 in/minute	N/A	95 (16.6)		
Strength @ Break (min. ave.), b/in width (N/mm)	2 in/minute	105 (18.4)	105 (18.4)		
Bongation @ Break (min. ave.), % (GL=2.0in)	5 specimens in each direction	300	200		
Tear Resistance (min. ave.), ibs, (N)	ASTM D1004	30 (133)	38 (169)		
Puncture Resistance (min. ave.), Ibs. (N)	ASTM D4833	55 (245)	80 (356)		
Carbon Black Content (range in %)	ASTM D4218	2-3	2-3		
Carbon Black Dispersion (Category)	ASTM D5596	Only near spherical aggiomerates			
· · · ·		for 10 views: 9 views in Cat. 1 or 2, and 1 view in Cat. 3			
Stress Crack Resistance (Single Point NCTL), hours	ASTM D5397, Appendix	N/A	300		
Oxidative induction Time, minutes	ASTM D3895, 200°C, 1 atm O2	≥100	≥100		
Melt Flow Index, g/10 minutes	ASTM D1238, 190°C, 2.16kg	≤1.0	≲1.0		
Oven Aging	ASTM D5721	60	80		
with HP OIT, (% retained after 90 days)	ASTM D5885, 150°C, 500psi O2				
UV Resistance	GRI GM11	20hr. Cycle @ 75*C/4 hr. dark cor	densation @ 60°C		
with HP OIT, (% retained after 1600 hours)	ASTM D5885, 150°C, 500psi O2	35	50		
2% Secant Modulus (max.), Ib/in. (N/mm)	ASTM D5323	3000 (520)	N/A		
AxI-Symmetric Break Resistance Strain, % (min.)	ASTM D5617	30	NA		

Property (Turf Component)	Test Method	Values
(am count (Denier)	ASTM D1907	8,000 (min. 7300)
fensile Grass @ Break lbs. (N)	ASTM D2256	20 lbs. (88) ±5 lbs.
Songation @ Break %	ASTM D2256	30-80%
Shrinkage @ 90°C	N/A	N/A
ape Thickness (micron)	ASTM D3218	100 (Varies based on olient request)
Yidih (mm)	N/A	9±1%
Coating Temp.	N/A	N/A
(am Weight Minimum (grams per sq. cm)	ASTM D5261	19 oz./sy (0.063)
Double 13/18 Pic Polybag (grams per sq. cm)	ASTM D5261	6 oz./sy (0.020)
Product Weight w/o ballast (grams per sq. cm)	ASTM D5261	23 oz/sy (0.080)±1%
Ne Height Minimum (cm)	Varies on client request	1.25 in. (3.17)
fulting Gauge (cm)	N/A	.75 in. (19)±1%
XBR Puncture	ASTM D6241	650lb., Min.
ensile Product	ASTM D4595	1,000 lb./ft., Min.
ransmissivity with underlying structured geomembrane	ASTM D4716	2.5E-03 m ³ /sec., Min.
formal stress 50 psf and 0.33 gradient (m ² /sec)		
nternal Friction of combined components	ASTM D5321	35", Min.
IV Resistance & Stability. Tensile testing after weathering	ASTM G147 (02)	55% Retained Strength, Min.
Ximate Zone 200W/m ² 30 years exposure - accelerated or projected		•
and in-fill Gradation and Ballast	ASTM D 6913	SP/SW at a minimum of .5" thick of source material &
Supply Information (Standard Roll Dimer		ballast weight to be determined based on site specific condi-

Thickness	Thic mil	kness mm	Wie ft	dth m	Ler ft	ngth m	Area (a ft ²	npprox.) m²	Weight (lbs	(average) kg
Super Gripnet	50	1.25	23	7	300	91.44	6,900	640	2,855	1,300
Turf Component	NA	N/A	15	4.6	300	91.44	4,500	418	840	381

ClosureTurftm

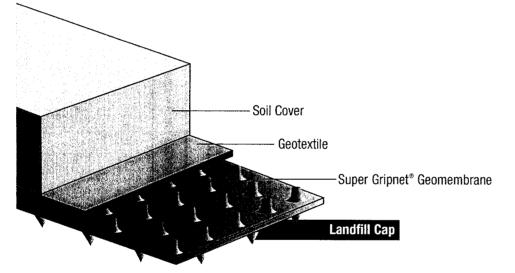
3005 Breckinridge Blvd. Suite 240 Duluth, Georgia 30096 (o) 678-380-6416 (f) 678-380-9171 (m) 770-845-8043 www.ClosureTurf.com



Super Gripnet® Geomembrane

Applications for HDPE and LLDPE Agru Super Gripnet[®] include projects where drainage and high interface friction as well as cost savings are critical i.e. landfill caps, landfill slopes and mining reclamation projects. Recent bids for installations have indicated cost savings of over \$3,000.00 per acre with the use of Super Gripnet[®] as a replacement for traditional geocomposite overlying a textured geomembrane.

Agru America's structured geomembranes are manufactured on state-of-the-art manufacturing equipment using a flat cast extrusion manufacturing process as opposed to blown film extrusion. Agru America uses only the highest grade of HDPE and LLDPE resins manufactured in North America. The structured geomembrane is manufactured by a continuous horizontal flat die extrusion into profile rollers. The machined rollers give the product the final structured surface with drainage studs and spikes which are an integral (homogenous) part of the liner and have a smooth edge for on site welding. This process provides a consistent core thickness resulting in higher sheet tensile strength, consistent high profile texturing resulting in higher interface friction capabilities as well as consistent drain capacity.



Interface Shear - Cap Loading Conditions ASTM D 5321

Soil/Grip Liner Surface	Р	LD
Coarse Sand	35°	31°
Glacial Till	38°	34°
Silty Sand	28°	26°
Non Woven GT	31°	26°

Soil/Drain Liner Surface with	GT	
Coarse Sand	30°	30°

Note: The above values are representative friction angles only. It is recommended that site specific conformance testing be carried out using the actual soils, geosynthetics and loading conditions for a specific project.

P = Maximum or Peak Interface Shear Value in degrees LD = Large Displacement Interface Shear Value in degrees GT = Geotextile





- Combines Drainage with Shear Resistance
- Super Gripnet[®] Geomembrane
- High Water Flow Rate on Top Side
- Spike/Texture Bottom
- Consistent Drain and Structure Pattern
- Combine with Smooth
- Combine with Fabric



The machine rollers provide the final structured surface with a 3.6 mm (0.145 in.) high studded drain surface on the top side and 4.4 mm (0.175 in.) high spiked friction surface on the bottom side. The 7 m (23 ft.) wide rolls of finished product include a smooth edge on both sides of the roll for ease of thermal welding in the field. Due to the molded structure, core thickness does not vary as with blown film textured sheet, thus mechanical properties of the sheet are not affected. In addition, the consistent high profile texture insures optimum interface friction characteristics at any point on the sheet surface. The top surface integral drain structure consists of 3.2 mm (0.13 in.) diameter studs 3.6 mm (0.145 in.) in height and spaced on a diamond pattern of 12.5 mm (0.5 in.) spacing. A filter/protection geotextile is required to be placed on the drain profile. The geotextile is heat set on one side (placed against the drain structure) to reduce intrusion into the drain. Large-scale flow rate testing with this configuration, overlying soils and expected normal loads resulted in high planar flow rates.

The bottom spiked friction surface with 4.4 mm (0.175 in.) high spikes and patterned texture provides maximum interface friction and high factor of safety against sliding.

Thus, the Super Gripnet[®] Liner is a synthetic drainage media which has decided advantages over conventional geocomposites:

- Cost Savings The drain media and liner are one and installed as one panel
 No waste due to fitting of geocomposite sections or discarding roll ends
- Improved Planar Flow Less reduction for chemical/biological clogging considerations
- Consistent Material Studs and spikes (drainage and friction) totally integrated with the geomembrane
- High Interface Shear Exceptional shear resistance between soil & geotextile components allows flexibility and stability during protective cover material placement
- Meets/exceeds Project Requirements Excellent fluid barrier
 - Excellent drainage medium
 - Excellent friction characteristics

Agru's Super Gripnet[®] geomembrane is a high performance liner system with integrated top surface drainage supplying the functional needs for any project with the added benefit of substantial cost savings.

Why specify or use anything else!

Agru has over 20 years experience with Geomembranes and 50 years experience with Thermoplastic Extrusion Agru offers a wide range of concrete protective liners (Sure Grip), pipe fittings and semi-finished materials.





Earth Armoring Specifications Guideline Erosion Control Systems

HydroTurf[™] Armoring System

Product Description

HydroTurf is a synthetic turf /grass tufted in a double high strength woven geotextiles configuration over an optional impermeable geomembrane with a proprietary blend of erosion resistant permeable in-fill, a combination of well graded sand and HydroBinderTM. It provides erosion resistance for ditches, down chutes, canals, streams, levees, lakes and reservoirs. HydroTurf's TM synthetic turf surface which comes in a variety of colors has a relatively low coefficient of hydraulic friction. The product has an optional impermeable geomembrane, Agru America SuperGripNetTM (SGN) that protects the soil subgrade against erosion and increasing the system stability.

HydroTurf linings are generally used in lieu of stone riprap or slope paving due to their lower cost, rapid installation, and higher performance. Additionally, HydroTurfTM can be installed with low impact construction equipment.

1.0 General

- **1.1 Scope of Work:** The contractor shall furnish all labor materials, equipment, and incidentals required to perform all operations in connection with the installation of the proposed HydroTurf[™]. The material shall be installed to the lines and grades shown on the contract drawings.
- **1.2 Description:** The work shall consist of installing the proprietary (HydroBinderTM) by positioning it as part of the infill of a synthetic turf similar to that used in the sports arenas. The synthetic turf shall be positioned directly on top of the prepared subgrade or directly above the structured SGNTM geomembrane, if this option is chosen, as shown on the drawing specifications and cross sections in such a way to form a stable erosion system.

2.0 Material Requirements

- **2.1 Lower Geomembrane (Optional):** The lower geomembrane shall consist of a 50-mil LLDPE or HDPE and shall be structured to provide for drainage on top and high friction spikes below. The membrane shall be installed in conformance with the material manufacturer instructions. In environmental applications, such as cap for landfills or mines, the material shall be welded as per CQA program from the manufacturer specifications. In other applications were welding is not required the liner shall be properly anchored in the ground at the termination ends as shown on the drawings.
- **2.2 Synthetic Turf:** The synthetic turf shall be as specified in HydroTurf as described in the specifications presented and manufactured by ClosureTurf LLC Alpharetta, GA. (770-8458043). The turf shall consist of polyethylene strands/yarns tufted in woven geotextiles as shown in product specifications.
- 2.3 Proprietary infill (HydroBinder[™]) : This proprietary pozzalonic infill product has been developed specifically for the Erosion Control market and extensively tested to meet the shearing associated with high velocity water flow. The mix of HydroBinder[™] and sand shall be totally dry before it is introduced as infill of the geosynthetics grass. Once the infill has been placed and broomed into the turf, then a slow hydration of the infill is required to set the product. HydroBinder[™] is available in pallets (90lb. bags) or 2,000 lb. super sacks to meet whatever the specific job requires. Increased strand length and infill depth along with an increase in the ratio of HydroBinder[™] to sand can significantly increase armoring of system.

3.0 Installation Procedures

- 3.1 Site Preparation: Areas on which HydroTurf[™] are to be placed shall be constructed to the lines, grades, contours and dimensions shown on the contract drawings. Down chutes shall have a minimum 7 ft. flat bottom to accommodate equipment for installation. All obstructions such as roots and projecting stones shall be removed. Excavation and preparation of aprons as well as anchor trenches shall be in accordance with the drawings.
- **3.2 Geomembrane Installation (Optional):** The geomembrane liner shall be deployed and welded in accordance to the manufacturer installation guidelines. The liner should be pulled tight to minimized wrinkles. Large wrinkles or folds will affect the performance of the liner. The liner will stretch in warm or hot weather and contract in cool or cold weather. The lined

area should be walked after deployment to insure that the liner is lying flat in all areas. Sandbags should be spread out across the exposed area to protect against wind damage. At this point the perimeter of the liner should be temporarily secured in the perimeter anchor trenches. Backfilling of the anchor trenches shall be done after the geosynthetics grass is deployed over the geomembrane liner.

- **3.3 Synthetic Turf Installation:** All synthetic grass panels shall be deployed from the top of the slope in a way that the leading edge of the roll stays at the top of the slope with the grass filaments always pointing upwards. All panels seaming operation shall be performed using a 4-inch overlap and fastened with heavy-duty textile stitching machine. A single stitch prayer type seam is usually sufficient to seam the panels using a Nulong sewing machine or equivalent. After sewing the excess flap shall be cut before flipping the panel. Cutting the excess flap will reduce the likelihood of a ridge after flipping the panel. After deployment and prior to infill sand placement, the grass panel edges shall be placed inside the anchor trenches and properly backfilled. For temporary erosion control, sewing of panels can be replaced by pinning of seams with 8" "U" staples at pre-determined intervals depending on expected conditions. Spacing to be verified by engineer.
- 3.4 HydroBinder[™]Infill Placement: Infill shall be placed in between the synthetic grass. The material will be blown or spread with mechanical equipment. The mix shall be totally dry to produce the infill placement. The infill layer will be a minimum of ½-inch thick. The infill will be worked into the Turf layer as in-fill between the synthetic yarn blades. The infill layer may be placed using any appropriate equipment capable of completing the work and should only receive minimal compaction required for stability. The infill is to be spread using low ground pressure equipment and 3 pt. spreader or a pull-behind spreader. Alternative Conveyor Systems and or Express Blowers can be used to spread and place the in-fill. Contractor shall explain in detail in the pre-construction meeting the method of infill deployment to be used. The Engineer shall approve the method.

The infill placement shall be done in front of the deployment equipment to improve the bearing capacity of the cover system below. A minimum thickness of ½ inch of infill shall be applied before allowing lightweight vehicles on the turf. This is particularly important on slopes steeper than 3H to 1V where light rubber or tracked vehicles could start pulling on the turf before the infill is in place. Let it be noted that the HydroBinderTM placement cannot occur during rain, snow, or ice on the turf prior to infill placement and must be kept from moisture until deployed.

4.0 Design Requirements

The average thickness, mass per unit area, and hydraulic resistance of the HydroTurfTM shall withstand the hydraulic loading (velocity, depth, duration,

shear stress, pressure) for the design discharges. The stability analysis for each application shall be accomplished using a factor of safety of no less than 1.3. The contractor shall provide to the engineer calculations and design details, provided by the manufacturer or a professional engineer.

Please see below the two types of HydroTurfTM available and corresponding values.

Table 1.0 Typical Dimensions, Properties and Weights

	HT-12	HT-20
Average Thickness, inches (mm)	1.4 (36)	1.8 (46)
Mass Per Unit Area, lbs./sq. ft. (Kg/sq. mtrs)	7 (34)	9 (44)
Geomembrane Super Gripnet, mill (mm) optional	50 (1.25)	50 (1.25)
Material Internal Friction, degrees	35	35
Sand Cemented Infill, in (mm)	0.5 (13)	0.8 (20)
Grass/ Turf length, in (mm)	1.3 (33)	1.5 (38)
Tensile Grass/ Turf, lbs. (N)	20(88)	20 (88)
Shear Resistance, lbs./sq. ft. (kg/sq. mtrs)	12 (54)	>20(98)
Note: Values are approximate.	· · · / · ·	

Note: Values are approximate.

HydroTurf products are developed by:

ClosureTurftm

3005 Breckinridge Blvd. Suite 240 Duluth, Georgia 30096 (0) 678-380-6416 (f) 678-380-9171 (m) 770-845-8043 www.ClosureTurf.com

ATTACHMENT B

REPAIR AND REPLACEMENT SPECIFICATIONS

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REPAIR AND REPLACEMENT SPECIFICATIONS

Geomembrane

The geomembrane shall be in direct contact with the underlying soil. Any portion of the geomembrane with a detected flaw, or which fails a nondestructive or destructive test, or where destructive tests were cut, or where nondestructive tests left cuts or holes, must be repaired in accordance with these specifications and the manufacturer's requirements. Locate and record all repairs on a panel layout drawing. Repair techniques include the following:

- Patching used to repair large holes, tears, large panel defects, undispersed raw materials, contamination by foreign matter, and destructive sample locations.
- Extrusion used to repair small defects in the panels and seams. In general, this procedure should be used for defects less than 3/8-inch in the largest dimension.
- Capping used to repair failed welds or to cover seams where welds or bonded sections cannot be nondestructively tested.
- Removal used to replace areas with large defects where the preceding methods are not appropriate. Also used to remove excess material (wrinkles, fishmouths, intersections, etc.) from the installed geomembrane. Areas of removal will be patched or capped.

Repair procedures include the following:

- Abrade geomembrane surfaces to be repaired (extrusion welds only) no more than one hour prior to the repair.
- Clean and dry surfaces at the time of repair.
- Extend patches or caps at least 6 inches beyond the edge of the defect, and round corners of material to be patched and the patches to a radius of at least 3 inches. Bevel the top edges of patches prior to extrusion welding.
- Perform testing on repair seams consistent with Section 2.3.6 Construction Testing.

Wrinkles must be walked-out or removed as much as possible prior to field seaming. Any wrinkles which can fold over must be repaired either by cutting out excess material or, if possible, by allowing the liner to contract by temperature reduction. In no case can material be placed over the geomembrane which could result in the geomembrane folding.

Synthetic Turf

Any portion of the synthetic turf with a detected flaw, or which fails a nondestructive or destructive test, or where destructive tests were cut, or where nondestructive tests left cuts or holes, must be repaired in accordance with these specifications and the manufacturer's requirements. Locate and record all repairs on a panel layout drawing. Repair and replacement procedures include:

- Repairs and Patches will be installed in accordance with ClosureTurf specifications.
- Holes or tears in the Synthetic Turf will be repaired by placing a fiber reinforcing patch beneath the Synthetic Turf extending at least 2 feet beyond the edges of the hole or tear.

The Synthetic Turf will be secured to the patch using hot melt glue. Glue shall be spread on the patch material on a two inch nominal spacing between glue beads. The ClosureTurf shall be pressed into the glue before it cools.

- Where the hole or tear width across the roll is more than 50 percent of the roll width, the damaged area will be cut out across the entire roll, and the two portions of the Turf will be jointed either stitching operations.
- Where the Synthetic Turf is to be repaired by stitching, a replacement section of the Synthetic Turf shall be stitched into the existing material using a 4-inch overlap and fastened with heavy-duty textile stitching machine. A single stitch prayer type seam shall be constructed using Nulong sewing machine or equivalent. Stitching operations shall be performed such that the woven geotextiles are not exposed.
- After seaming operations, the ends of the Synthetic Turf panels shall be permanently anchored in the perimeter anchor trenches and covered with a minimum of two feet of soil.
- As Synthetic Turf is deployed record defects and disposition of the defects (panel rejected, patch installed, etc.). Repairs are to be made in accordance with the manufacturer's specifications.
- Do not damage the Synthetic Turf or underlying geomembrane by handling, trafficking, leakage of hydrocarbons, or by other means.
- Anchor the Synthetic Turf to prevent movement by the wind (the contractor is responsible for any damage resulting to or from windblown Synthetic Turf).
- Keep the Synthetic Turf free of contaminants such as soil, grease, fuel, etc.
- Lay Synthetic Turf smooth and free of tension, stress, folds, wrinkles, or creases.
- Secure the Synthetic Turf with sand bag anchors at the top of the slope and as it is rolled down the slope.
- Deploy properly in order to expose the grass surface up after seaming operations.

Ballast Sand Infill

The sand layer will be a minimum of 1-inch thick. The sand will be worked into the synthetic turf as in-fill between the synthetic yarn blades. The physical characteristics of the sand layer will be evaluated through visual observation and laboratory testing before installation and visual observation during installation. Additional testing during installation will be at the discretion of Escambia County.

The sand is to be spread using low ground pressure equipment and a spreader or blower can be used to spread and place the sand in-fill. Installer shall explain in detail the method of sand deployment to be used. Rubber tired or tracked ATV's and trucks are acceptable if wheels pressure is less that 15 psi. No equipment will be left running and unattended over the ClosureTurf. Driver shall check for sharp edges embedded rocks, or other foreign materials stuck into or protruding from tires/track prior to driving on the geomembrane. Path driven on geomembrane shall be as straight as possible with no sharp turns, sudden stops or quick starts.

ATTACHMENT C

CONSTRUCTION QUALITY ASSURANCE PLAN

SAUFLEY FIELD ROAD C&D LANDFILL

ClosureTurftm Installation Procedures

Installation of the ClosureTurftm material involves the placement of the following components in the order listed below. It should be noted that alternative manufacturer's of the synthetic materials specified herein may be utilized. However, any alternate materials shall meet the specifications provided herein at a minimum.

- Placement of a cover material with a minimum thickness of 12 inches over all waste material.
- Installation of a geomembrane consisting of a 50Mill LLDPE Agru Super Grip Net, or equivalent liner material, directly over the prepared subgrade of the intermediate cover.
- Placement and seaming of the synthetic grass component (two woven geotextiles tufted with polyethylene or polypropylene yarn)
- Placement of a graded, clean sand having a minimum thickness of 3/4 inch placed directly on the artificial turf and worked into as infill between the synthetic yarn blades.

Geomembrane Deployment Procedures and Observations:

Geomembrane panels are to be deployed by pulling rolls suspended from a front-end loader or other acceptable means. Following panel deployment, the installer shall align the panels with a nominal five-inch overlap and shall seam the two panels together using a dual hot wedge fusion-welding device.

The principal seaming method to be used is an automated dual wedge fusion. This technique is used for production seaming in accordance with the installers manual welding techniques. The secondary seaming method used by the installer is the extrusion weld. This method is used primarily to repair defects, insufficient overlap, as well as other areas where the patches or panels were not aligned properly. Prior to extrusion operations the dimples of the drain liner are to be grinded to allow better surface contact between the sheets. Installer is to assure that the surfaces are free of moisture, dust, dirt and debris.

Synthetic Turf Deployment:

Turf panels are typically 15 feet wide and approximately 300 feet long. The material consists of two woven lower geotextiles made of polypropylene 13 pic tufted with polyethylene yarns. The yarns shall be 1 and ¼ inch long (minimum) placed using a ¾" tufting gauge (20 oz/sq yd).

The synthetic turf panels shall be placed directly on top of the geomembrane drain liner. The panels shall be deployed by pulling them from a suspended support. The panels shall be deployed by dragging the panels upward from the bottom using a low ground pressure ATV or other acceptable means. The 15 feet wide panels shall be placed over a complete strip of the slope before moving to the next adjacent panel. This technique will allow for flipping the material to produce for a continuous seaming of that strip before moving to the next strip.

Seaming operations shall be performed using a 4-inch overlap and fastened with heavyduty textile stitching machine. A prayer type seam shall be constructed using Nulong sewing machine, or equivalent. Sand bags or other types of temporary anchors shall be used along the panel's edge to prevent wind uplift during installation. Upon completion of seaming activities the ends of the synthetic turf panels shall be permanently anchored in the perimeter anchor trenches and covered with a minimum of two feet of soil.

Sand In-Fill Material Placement:

A minimum of 3/4 inch of sand shall be spread as in-fill on top of the synthetic turf. The sand aggregate to be used shall consist of poorly-graded concrete sand. The gradation curve should indicate a material consisting of medium sand having approximately 10% coarse and 10% fine sand. The sand shall be spread using low ground pressure equipment.

ClosureTurftm Construction Quality Assurance (CQA)

General:

Visual inspections of the subgrade construction and installation QA/QC shall consist of the following:

- Observation of final subgrade conditions and maximum particle sizes.
- Delineation of anchor trench locations.
- Observation of geomembrane installation and verification of panel layout placements.
- Observation of turf deployment and seaming operations.
- Observation of infill sand placement.
- Identification of areas that would require repairs and or additional infill placement.
- Observation of non-destructive seam continuous testing performed by liner installer.
- General observation of field seams and seaming operations.

Subgrade:

All subgrade surfaces are to be observed and shall be devoid of large protrusions and stones. Aggregate particle size shall not exceed 1/2 inch. The materials shall consist of sandy silty-clays to sandy-silts. The thickness of the soil cover shall be a minimum of 12 inches.

Geomembrane:

Each panel is assigned a field identification number by the installer and shall be observed by CQA personnel for damages and/or manufacturing imperfections.

Seam strength destructive samples may be performed by the installer at the end of each seam if requested by the CQA technician upon suspicion of a defective seam. The acceptance criteria are 90 pounds per square inch for sheer strength and 78 pounds per square inch for peel strength in the trial welds. Certification from the installer addressing destructive testing as requested shall be provided.

The seaming operations are to be monitored for proper sheet overlap, and periodic inspections of the seam area shall be performed to ensure that all surfaces are free of moisture, dust, dirt and debris. The seams shall be observed for visual quality and for seam completion.

Non-Destructive Seam Continuity Testing:

Non-destructive seam testing shall be performed by the installer to verify completeness and continuity of the seams. Pressure air tests shall be performed on the welds for a period of time of 5 minutes at 30-psi pressure. The allowable drop range is 2 psi over the 5 minute period. Seams not meeting the pressure test requirements shall be patched using extrusion welding.

Synthetic Turf:

The material shall be observed to assure that it consists of two woven lower geotextiles made of polypropylene 13 pic tufted with polyethylene yarns. The yarns shall also be confirmed to be a minimum of 1 and $\frac{1}{4}$ inch long. The material shall exhibit a minimum weight, as confirmed by the manufacturer, of 20 oz/sq yd.

The deployment and stitching operations are to be observed to assure proper overlap during the stitching process. The overlaps shall be performed in a manner to allow the turf to be joined without exposing the woven geotextiles. Patching shall be performed on areas where exposed geotextile seams, holes, or tears may occur.

Sand In-Fill Material Placement:

A sand gradation curve shall be obtained from the source prior to installation. The gradation curve shall indicate a material consisting of medium sand with a distribution of coarse and fine sand (approximately 10% each).

Contractor Submittals:

Prior to construction the contractor shall provide documentation from manufacturer that the specifications of the geomembrane, drainage component, woven geotextiles and synthetic grass yarn are met. The contractor shall provide a sample of the sand infill and a gradation curve from the source of the infill.

For approval of equivalent materials, the contractor shall provide documentation verifying that the friction coefficient of the system is a minimum of 35 degrees under soaked conditions. The documentation shall also indicate a minimum transmissivity value of 3.0×10^{-3} sq. meters/sec.

Upon completion of the installation the contractor shall provide material conformance data. Panel layouts shall be provided that show the roll numbers and location of each fusion and extrusion welded seam. Locations of destructive tests performed shall be noted on the panel layout with a reference provided to the test result and corresponding test identification number.

Quality Assurance Report:

A quality assurance report shall be provided to the owner and to the regulatory agency upon completion of the project. The report shall provide material specifications for products used for the cover system, installation observations and test data. A statement shall be made that the project was performed and meets the minimum requirements of the project's design and specifications. The report shall provide the following information regarding the installation and project completion:

- Project Team/Work Schedule
- Subgrade Surface Observations
- Geomembrane Deployment Procedures and Observations
- Geomembrane Seam Strength Destructive Testing (if required, see prior section)
- Geomembrane Non-Destructive Seam Continuity Testing Observation
- Sand In-Fill Material Placement Observation and Gradation Curve
- Material Equivalency data indicating exceedance of Agru Super Grip Net stability, strength, and transmissivity data in the event that an alternative material is used.
- Manufacturer's certifications for all synthetic materials.

ATTACHMENT D

10 YEAR LIMITED WARRANTY BACKED BY A

FINANCIAL ASSURANCE AGREEMENT

ClosureTurfTM

10 – YEAR LIMITED WARRANTY BACKED BY FINANCIAL ASSURANCE

1.0 <u>AGREEMENT</u>

ClosureTurf LLC, a Georgia limited liability company ("Company"), hereby agrees to provide to Escambia County a limited 10- year warranty backed by financial assurance mechanisms for the ClosureTurfTM landfill cover products at Saufley Field Road C&DD Landfill Closure Project.

This Warranty is specific to the terms of coverage, performance conditions, specifications, limitations, inspections, claims, and remedies as detailed herein and in the Long-Term Service Agreement between Closure Turf LLC and Escambia County executed July 2012.

This Warranty provides financial assurance for the first 10 years of the Long-Term Service Agreement period will be met should Company fail to meet the repair and replacement requirements.

2.0 AGREEMENT PERIOD

The 10-year Warranty begins when Escambia County accepts ownership of the ClosureTurfTM installation in accordance with Section 2.0 of the Long-Term Service Agreement (the "Warranty Period").

3.0 NOTIFICATION OF CLAIMS

The terms of the Long-Term Service Agreement requires Company to respond in writing within 60 days of receiving claims. Claims under this Warranty will be submitted in writing after the 60-day Company response deadline: Claims under this Warranty will be submitted in writing to:

Surety:	Travelers Casualty and Surety Company of America Hartford, Connecticut 06183
Corporate Guarantor:	Shaw Industries, Inc., Attention: Frederick Hooper P O Box 2128 Dalton, Georgia 30722
Company:	ClosureTurf LLC, Attention: Delaney Lewis 11200 Atlantis Place, Suite E Alpharetta, Georgia 30022

4.0 FINANCIAL ASSURANCE

Company shall provide financial mechanisms to cover the costs of the remedy, repair, and complete replacement specified in the Long-Term Service Agreement. The financial mechanisms shall be a (1) Surety Bond to cover the first 5 years of certified closure and (2) a Corporate Guarantee to cover the second 5 years of certified closure.

4.1 SURETY BOND

The purpose of establishing a surety bond for agreement period years 1 through 5 is to provide a financial mechanism to replace the ClosureTurfTM with an FDEP prescribed soil and sod cover system should the ClosureTurfTM landfill cover products fail based on the terms of the Long-Term Service Agreement and Company is not financially able to meet the requirements of the Service Agreement.

The Surety Bond shall meet the requirements of FDEP Rule 62-701.630(6) FAC, with the exception that Company and Sureties shall be bound to Escambia County, acting under an agreement with FDEP.

Company shall maintain a Surety Bond meeting the requirements of FDEP <u>http://www.dep.state.fl.us/waste/categories/swfr/pages/forms.htm</u> (see Attachment 1). The Surety Bond with the penal sum of <u>\$880,000</u> shall be held for 5 years.

The Sureties become liable under the bond obligation if ClosureTurfTM landfill cover products fail to perform as guaranteed and ClosureTurf, LLC fails to meet the obligations of the Long-Term Service Agreement. The three parties in the surety bond contract shall be Company (Principal), Surety Company (must be listed in the US Treasury Circular 570 <u>http://www.fms.treas.gov/c570/index.html</u>), and Escambia County (Obligee). The bond must guarantee the remedy of repair and replacement in accordance with the Service Agreement and the approved FDEP closure plan. The executed Surety Bond can be found in Attachment of D-1 of this Warranty.

4.2 CORPORATE GUARANTEE

A Corporate Guarantee will be provided by Shaw Industries Inc, who has an ownership position in ClosureTurf LLC, meeting requirements of FDEP <u>http://www.dep.state.fl.us/waste/categories/swfr/pages/forms.htm</u>. The Corporate Guarantee will be limited to <u>\$880,000</u> for implementing a remedy as defined in the Long-Term Service Agreement. Company will have the right to contract for any final cover meeting the requirements of FDEP 62-701.600 and the FDEP Approval of Alternate Procedures Case No.: SWAP 10-2 required as a result of replacement of the cover as defined in the Long-Term Service Agreement Section 6.2. The executed Corporate Guarantee is provided in Attachment D-2 of this Warranty.

5.0 COST OF FINANCIAL ASSURNACE

The County shall be responsible for reimbursing Company for the cost of the Surety Bond. The cost of the Surety Bond including the risk Premium as defined herein and provided in the attachments is \$77,000.

6.0 <u>NO OTHER WARRANTIES</u>

This Warranty is Company's sole and exclusive Financial Assurance hereunder. Notwithstanding anything set forth in this Agreement to the contrary, COMPANY MAKES NO WARRANTY **CLOSURETURFTM** LANDFILL COVER SYSTEM SHALL THAT THE BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. NOR DOES COMPANY MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT FOR THE WARRANTY. Company's liability and Escambia County's exclusive remedies hereunder are hereby limited to the repair and/or replacement of the ClosureTurf[™] landfill cover system as set forth in Long-Term Service Agreement. Escambia County shall be entitled to no other remedies, whether in contract or tort, except as provided herein.

7.0 MODIFICATIONS

This Warranty, together with Escambia County's standard terms and conditions of sale, the Long-term Service Agreement, the manufacturer's installation requirements, material specifications, Quality Assurance Plan, and repair and replacement requirements are the complete, final, and exclusive Agreement of the parties with respect to the quality and performance of the ClosureTurfTM landfill cover products, and any and all representations and warranties concerning the same. None of the provisions of this Agreement may be changed, modified, amended, or supplemented except by a written instrument signed by an authorized representative of both parties hereto.

8.0 <u>WAIVER</u>

No failure or delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by either party hereto preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

9.0 GOVERNING LAW

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by Florida law.

10.0 SEVERABILITY

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

15.0 ACCEPTANCE

The foregoing Agreement and Attachments are hereby duly accepted and shall become a binding Agreement upon approval.

ACCEPTED BY:

I have read and agree to the terms and conditions of the Agreement:

Escambia County Board of County Commissioners

Wilson B! Robertson, Chairman

Date: <u>September 17, 2017</u>

This document approved as to form and legal sufficiency. By: Title: Date:

CLOSURE TURF LLC

BY:

As the Duly Authorized Representative of ClosureTurf LLC

NAME:	Michael R. Ayers

TITLE: President

DATE: 9-12-2012

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Deputy Clerk

	Approved: 09-17-2012
MRD Co.	ate Executed
= S :	SEAL Fember 17.2012
	Witness: In L Unt
	Print Name: JOSE URRUTH
	Witness: Cart Boling
	Print Name: <u>Curt Baling</u>

ATTACHMENTS

Attachment D-1 – Executed Surety Bond. Attachment D-2 – Executed Corporate Guarantee

ATTACHMENT D-1 EXECUTED SURETY BOND

WARRANTY BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

BOND NO. 105810057

KNOW ALL MEN BY THESE PRESENTS, that CLOSURE TURF LLC, as Principal, hereinafter called Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, hereinafter called Surety, are held and firmly bound unto Escambia County, Florida, as Obligee, hereinafter called Owner, in the penal sum of Eight Hundred Eighty Thousand Dollars (\$880,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement, dated <u>August 13</u>, 2012, entered into a contract with Owner to provide services in connection with the ClosureTurtTM landfill cover system to be installed at Saufley Field Road C&DD Landfill, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall perform any repair or replacement obligations that may arise under Sections 6.2 or 6.3 of the Contract while this Warranty Bond remains in effect, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that, as a condition precedent to making a claim under this Warranty Bond, the Owner shall provide written notice of defect(s) to both the Principal and the Surety within sixty (60) days of the discovery of any such defect(s).

In no event shall this Warranty Bond afford coverage with respect to any direct or indirect liabilities that may arise from environmental damage or loss, closure and/or post-closure requirements, or any costs or expenses other than those costs and expenses required to repair or replace the ClosureTurfTM landfill cover system.

This Warranty Bond shall be in effect for a term of five (5) years beginning on the date Owner is deemed to accept ownership of the ClosureTurfTM installation pursuant to Section 2.0 of the Contract.

Regardless of the number of years this Warranty Bond remains in effect, in no event shall the aggregate liability of the Surety under this Warranty Bond exceed the penal sum stated above.

If alternate security with respect to potential defects in the ClosureTurf[™] landfill cover system is provided by the Principal and accepted by the Owner, the Surety shall thereby automatically be released from any past, present and future liability under this Warranty Bond.

If any conflict exists between the Surety's obligations as described in this Warranty Bond and the Contract, then the terms of this Warranty Bond shall prevail.

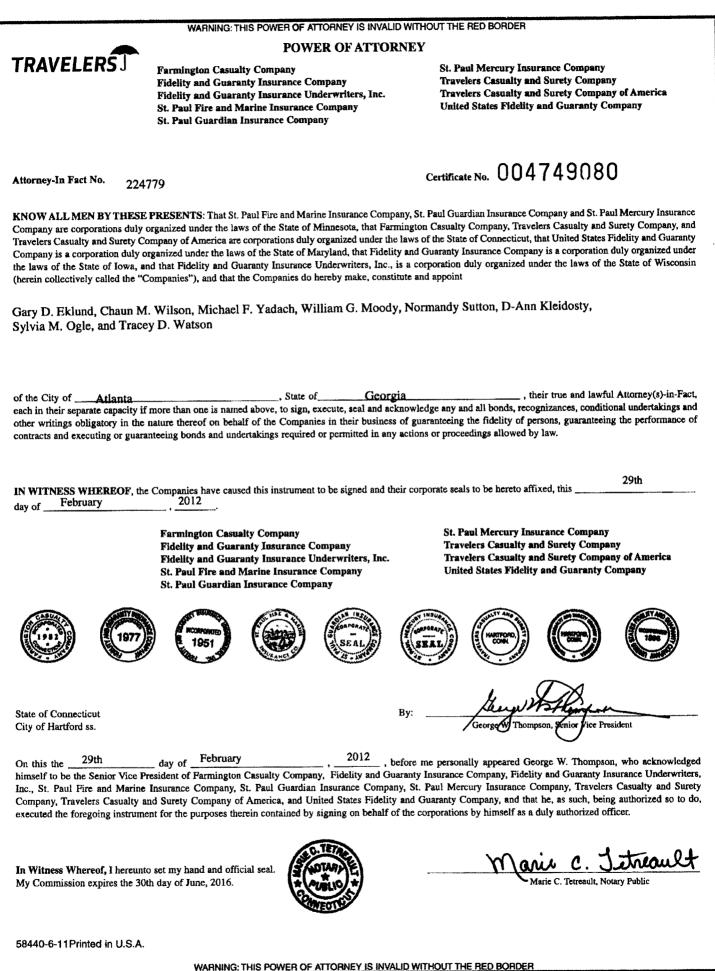
SIGNED and sealed this 13th day of August , 2012.

CLOSURE TURF LLC (Principal)

Bv:

AND SURETY COMPANY OF AMERICA (Surety) TRAVE Bv:

Gary D. Eklund, Attorney-in-Fact



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ATTACHMENT D-2

EXECUTED CORPORATE GUARANTEE

Gerald R. Embry Vice President Administration



Mail Drop 061-20 616 East Walnut Avenue PO. Drawer 2128 Dalton, GA 30722-2128 706.278.3812

August 8, 2012

Escambia County, Florida 221 Palafox Place Pensacola, FL 32502

Re: Corporate Guaranty for ClosureTurfTM 10 Year Limited Warranty Backed by Financial Assurance Agreement for the Saufley Field Road C&DD Landfill

Dear Sir:

This letter confirms that Shaw Industries Group, Inc. ("Shaw"), will guarantee to Escambia County the full and faithful performance by ClosureTurf LLC ("ClosureTurfTM") of all of the obligations to be carried out or performed by ClosureTurfTM under the terms and conditions of the 10 Year Limited Warranty Backed by Financial Assurance Agreement between Escambia County and ClosureTurfTM dated August 8, 2012 (the "Agreement").

No change, alteration or modification in the obligation of ClosureTurfTM under the Agreement shall operate to create any liability hereunder unless such change, alteration, or modification is agreed to in writing by ClosureTurfTM, Shaw and Escambia County.

This Guaranty is limited to a five (5) year period beginning on the expiration date of the five (5) year Surety Bond and ending five (5) years later.

Shaw's total obligation pursuant to this Guaranty shall not exceed \$880,000.00.

Sincerely, Aud R. Ewly

Gerald R. Embry Vice President, Administration

GRE/m



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2981	County Administrator's Report 10. 16.	
BCC Regular Me	eeting Budget & Finance Consent	
Meeting Date:	09/17/2012	
Issue:	Long-Term Service Agreement between Closure Turf, LLC and Escambia County for Saufley Landfill Closure Project	
From:	Patrick T. Johnson	
Organization:	Solid Waste	
CAO Approval:	Corarles R. Dener	

RECOMMENDATION:

Recommendation Concerning the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the ClosureTurf Long-Term Service Agreement between Escambia County and ClosureTurf, LLC, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project:

A. Approve and authorize the County Administrator to sign the Long-Term Service Agreement between Escambia County and ClosureTurf, LLC, in accordance with the Florida Department of Environmental Protection (FDEP) Approval of Alternate Procedures Case No. SWAP10-2; and

B. Approve a Purchase Order to ClosureTurf, LLC, in the amount of \$125,000, for Saufley Landfill final cover ballast sand infill maintenance, and Surety Bond, in accordance with the ClosureTurf Long-Term Service Agreement.

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

BACKGROUND:

On April 17, 2012, the Board of County Commissioners voted to approve and authorize the County Administrator to execute a Purchase Order to Agru America, Inc., for the owner-direct purchase of final cover material for the Saufley Field Landfill Closure and Stormwater Improvement Project. Closure Turf, LLC is responsible for providing the labor and equipment to perform the ballast sand infill maintenance/repair, and to furnish a Surety Bond for the performance of the final cover, in compliance with the Closure Turf Long-Term Service Agreement and in accordance with FDEP Approval of Alternate Procedure Case No. SWAP 10-2.

BUDGETARY IMPACT:

Funding is available in Fund 401, "Solid Waste", Cost Center 230316, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Closure Turf Long-Term Service Agreement has been reviewed and approved by Kristin Hual, County Attorney's Office, for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F.S. 255-20.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>Closure Turf Agreement</u> <u>FDEP Alternate Procedures Approval Saufley</u> <u>BCC Approval Agru America</u>



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4285	C	County Administrator's Report	13. 10.
BCC Regular Meeting		Budget & Finance	Consent
Meeting Date:	05/16/2013		
Issue:	Residential Rehab Grant Program Funding and Lien Agreements for 302 Southeast Kalash Road		
From:	Keith Wilkins		
Organization:	Community & Environment		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 302 Southeast Kalash Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following May 16, 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 302 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Janet R. Thompson, the owner of residential property located at 302 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,137 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 May 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Janet R. Thompson. 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 302 Southeast Kalash Road

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>16th</u> day of <u>May 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Janet R. Thompson</u>, (the "Recipient"), owner of residential property located at <u>302 Southeast Kalash Road</u>, Pensacola, Florida, <u>32507</u>.

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 Grants 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 Grants 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a Program Grants in the maximum amount of <u>\$1,137</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$1,137</u>, which shall be comprised of a cash contribution of <u>\$1,137</u>.

4. <u>Project:</u> The Project funded by the Grants 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. <u>Term</u>: The work to be performed for the Project shall commence after the <u>16th</u> day of <u>May 2013</u>, and the Project shall be complete on or before the <u>16th</u> day of <u>August 2013</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination</u>: 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. <u>Notice of Termination</u>: 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. <u>Subsequent to Termination</u>: 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 Grants funds disbursed under this Agreement.

11. <u>Property Owner as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. <u>Inspector:</u> 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 Grants 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. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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 Grants 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 Grants 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 Grants funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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:	<u>Recipient:</u>	
	Clara Long, Urban Planner II, CRA	Janet R. Thompson	
	Community & Environment Department	302 Southeast Kalash Road	
	221 Palafox Place	Pensacola, FL 32507	
	Pensacola, Florida 32502	•	

18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Approved as to form and legal sufficiency. By/Title: Date:

ATTEST: PAM CHILDERS Clerk of the Circuit Court For: Board of County Commissioners of Escambia County

By: _____

Gene M. Valentino, Chairman

Date Executed:

By:

Deputy Clerk

(SEAL)

For Recipient:

BCC Approved:

Janet R. Thompson, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ______ day of _______, 2013 by <u>Janet R. Thompson</u>, Property Owner. He/She (___) is personally known to me or (____) has produced <u>Flands</u> Driver U and as identification.

CAROLYN M. BARBOUR MY COMMISSION # EE 200757 EXPIRES: May 21, 2016 Bonded Thru Notary Public Underwriters

arolyn M. Barbour

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner:Janet R. ThompsonProperty Address:302 Southeast Kalash 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) Janet R. Thompson Address of Property <u>302 Southeast Kalash Road</u> <u>Pensacola, FL 32507</u>

Property Reference No. 50-2S-30-6090-476-022

Total Amount of Lien

<u>\$1,137</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 Grants 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.

		Sar	Recipient: Recipient: R. Thompson, Property Owner
personally k	F ESCAMBIA foregoing instrument was ackr	. Thom uced	ed before me this <u>Jan</u> day of pson, Property Owner. He/She (_) is <u>Janda Drve License</u> as identification. <u>MmBabaa</u> Signature of Notary Public <u>Janda Drve License</u> as identification. Printed Name of Notary Public
		For: By: _	Board of County Commissioners of Escambia County Gene M. Valentino, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed: BCC Approved:
Community & I Community Re	t prepared by: evelopment Program Manager Environment Department development Agency ace, Pensacola, FL 32502		

Approved as to form and legal sufficiency. By/Title: 4118

7



Connect to sanitary sewer

302 Southeast Kalash Road - Thompson



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4286	County Administrator's Report 13. 11.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Residential Rehab Grant Program Funding and Lien Agreements for 214 Betty Road
From:	Keith Wilkins
Organization:	Community & Environment
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 214 Betty Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following May 16, 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 214 Betty Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Gary E. Elowsky, the owner of residential property located at 214 Betty Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$920, 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 May 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Gary E. Elowsky. 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 214 Betty Road

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>16th</u> day of <u>May 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Gary E. Elowsky</u>, (the "Recipient"), owner of residential property located at <u>214 Betty Road</u>, Pensacola, Florida, <u>32507</u>.

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 Grants 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 Grants 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a Program Grants in the maximum amount of <u>\$920</u>, 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. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of <u>\$920</u>, which shall be comprised of a cash contribution of <u>\$920</u>.

4. <u>Project:</u> The Project funded by the Grants 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. <u>Term</u>: The work to be performed for the Project shall commence after the <u>16th</u> day of <u>May 2013</u>, and the Project shall be complete on or before the <u>16th</u> day of <u>August 2013</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination</u>: 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. <u>Notice of Termination</u>: 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. <u>Subsequent to Termination</u>: 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 Grants funds disbursed under this Agreement.

11. <u>Property Owner as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. <u>Inspector:</u> 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 Grants 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. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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 Grants 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 Grants 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 Grants funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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:	<u>Recipient:</u>	
	Clara Long, Urban Planner II, CRA	Gary Elowsky	
	Community & Environment Department	214 Betty Road	
	221 Palafox Place	Pensacola, FL 32507	
	Pensacola, Florida 32502		

18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Approved as to form and legal sufficiency By/Title: Date:

For: Board of County Commissioners of Escambia County

Date Executed:

By: _

Gene M. Valentino, Chairman

ATTEST:

By:

PAM CHILDERS Clerk of the Circuit Court

BCC Approved:

For Recipient:

Gary E. Elowsky, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

Deputy Clerk

(SEAL)

↓ The foregoing instrument was acknow	vledged before me this day of
	owsky, Property Owner. (He/She () is personally
known to me or (/) has produced FLLie	E420540 as identification.
(Notary Seal) Chara F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 FL Notary Discount Assoc. Co.	Signature of Notary Public)
(Notary Seally Notary H, Notary Discussion	Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner:Gary E. ElowskyProperty Address:214 Betty 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) Gary E. Elowsky Address of Property 214 Betty Road Pensacola, FL 32507 Property Reference No. 50-2S-30-5012-026-032

Total Amount of Lien

<u>\$920</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 Grants 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:

Gary E. Elowsky, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledge	ed before me this 8 th day of
April , 2013 by Gary E. Elowsk	y, Property Owner. He/She () is personally
known to me or (V) has produced PLUC E4	20
(Notary Seal) CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 I-800-3 NOTARY FI. Notary Discount Assoc. Co.	Signature of Notary Public 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

Approved as to form and legal sufficiency. By/Title: Date:



Sanitary sewer connection

214 Betty Road – Elowsky



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4287	County Administrator's Report 13. 12.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 1108 South Old Corry Field Road
From:	Keith Wilkins
Organization:	Community & Environment
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant</u> <u>Program Funding and Lien Agreements for 1108 South Old Corry Field Road - Keith Wilkins,</u> <u>Community & Environment Department Director</u>

That the Board ratify the following May 16, 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 1108 South Old Corry Field Road:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Gabriel C. Olsen, owner of commercial property located at 1108 South Old Corry Field Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,814, 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 May 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Gabriel C. Olsen. 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, 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 1108 South Corry Field Road

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>16th</u> day of <u>May 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Gabriel C. Olsen</u>, (the "Recipient"), owner of commercial property located at <u>1108 South Old Corry Field Road</u>, Pensacola, Florida, <u>32507</u>.

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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Commercial Façade, Landscape and Infrastructure Grant Program</u>: The CRA awards to the Recipient a Program Grant in the maximum amount of <u>\$1,814</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$1,814</u>, which shall be comprised of a cash contribution of <u>\$1,814</u>.

4. <u>Project:</u> 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. <u>Term</u>: The work to be performed for the Project shall commence after the <u>16th</u> day of <u>May</u> <u>2013</u>, and the Project shall be complete on or before the <u>16th</u> day of <u>August 2013</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination</u>: 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. <u>Property Owner as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. <u>Inspector:</u> 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. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:	<u>Recipient:</u>
Clara Long, Urban Planner, CRA	Gabriel C. Olsen
Community & Environment Department	6806 Kitty Hawk Drive
221 Palafox Place, Suite 305	Pensacola, FL 32506
Pensacola, Florida 32502	

18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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: **Escambia County** Board of County Commissioners Approved as to form and legal sufficiency. By: Gene M. Valentino, Chairman By/Title: Date: ATTEST: Pam Childers Date Executed: Clerk of the Circuit Court BCC Approved: By: Deputy Clerk (SEAL) For Recipient: Gabriel C. Olsen, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this Stay of 2013 by Gabriel C. Olsen, Property Owner. (He/She (____) is personally known to me or (has produced Military Identification as identification. Signature of Notary Public CLARA F. LONG (Notary Sea ara MY COMMISSION # DD985028 Printed Name of Notary Public EXPIRES: June 04, 2014 FI. Notary Discount Assoc. Co

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner:	Gabriel C. Olsen
Property Address:	1108 South Old Corry Field Road, Pensacola, FL 32507

The "Project" includes the following improvements to the above referenced property:

Connect to sanitary sewer.

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.
Gabriel C. Olsen	<u>1108 South Old Corry Field Road</u> Pensacola, Florida 32507	<u>05-2S-30-5000-013-008</u>

Total Amount of Lien

<u>\$1,814</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: Gabriel C. Olsen, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this <u>St</u> day of <u>Ap</u> by <u>Gabriel C. Olsen</u>, Property Owner. (He/She (____) is personally known to me of produced <u>Military Identication</u> as identification. 2013 has CLARA F. LONG MY COMMISSION # DD985028 "XPIRES: June 04, 2014 Commit Assoc. Co (Notary Seal) Signature of Notary Public Y FI Notary Discount Assoc. Co 110 Printed Name of Notary Public For: **Escambia County** Approved as to form and legal **Board of County Commissioners** sufficiency. By: By/Title: Gene M. Valentino, Chairman Date: Date Executed: BCC Approved: ATTEST: PAM CHILDERS Clerk of the Circuit Court By: **Deputy Clerk**

This instrument prepared by: Clara Long, Urban Planner Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



Sanitary sewer connection

1108 S. Old Corry Field Road – Olsen



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4288	(County Administrator's Report	13. 13.
BCC Regular M	eeting	Budget & Finance	Consent
Meeting Date:	05/16/2013		
Issue:	Residential Rehab Grant Pr Payne Road	ogram Funding and Lien Agreeme	nts for 218
From:	Keith Wilkins		
Organization: CAO Approval:	Community & Environment		

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 218 Payne Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following May 16, 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 218 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Christine M. Rice, the owner of residential property located at 218 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$927 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 May 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Christine M. Rice. 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, 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 218 Payne Road

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>16th</u> day of <u>May 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Christine M. Rice</u>, (the "Recipient"), owner of residential property located at <u>218 Payne Road</u>, Pensacola, Florida, <u>32507</u>.

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 Grants 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 Grants 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a Program Grants in the maximum amount of <u>\$927</u>, 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. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of <u>\$927</u>, which shall be comprised of a cash contribution of <u>\$927</u>.

4. <u>Project:</u> The Project funded by the Grants 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. <u>Term</u>: The work to be performed for the Project shall commence after the <u>16th</u> day of <u>May 2013</u>, and the Project shall be complete on or before the <u>16th</u> day of <u>August 2013</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination</u>: 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. <u>Subsequent to Termination</u>: 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 Grants funds disbursed under this Agreement.

11. <u>Property Owner as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. <u>Inspector:</u> 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 Grants 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. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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 Grants 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 Grants 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 Grants funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records</u>: 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. <u>Audit:</u> 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. <u>Amendments:</u> 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:	Recipient:	
	Clara Long, Urban Planner II, CRA	Christine M. Rice	
	Community & Environment Department	218 Payne Road	
	221 Palafox Place	Pensacola, FL 32507	
	Pensacola, Florida 32502	·	

18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Approved as to form and legal sufficiency. By/Title: Date:

For: Board of County Commissioners of Escambia County

By:

Gene M. Valentino, Chairman

Date Executed:

ATTEST: PAM CHILDERS Clerk of the Circuit Court

BCC Approved:

By:

(SEAL)

Deputy Clerk

For Recipient:

Christine M. Rice, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

۸ The foregoing instrument was acknowled	lged before me this 9th day of
A Dul, 2013 by Christine M. F	Rice, Property Owner, He/She () is personally
known to me or () has produced fllic L2	00 <u>180</u> as identification.
(Notary Seale INDIANY PLACE IN NOTARY PLACE IN	Signature of Notary Public Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner:Christine M. RiceProperty Address:218 Payne Road, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s) Christine M. Rice Address of Property <u>218 Payne Road</u> <u>Pensacola, FL 32507</u> Property Reference No. 50-2S-30-6090-385-018

Total Amount of Lien

<u>\$927</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 Grants 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: Christine M. Rice, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this _ day of , 2013 by Christine M. Rice, Property Owner. He(She)) is personally known to me or (V) has produced Plic R200,... 18... D as identification. CLARA F. LONG mm MY COMMISSION # DD985028 Signature of Notary Public (Notary Seal) EXPIRES: June 04, 2014 10 M IMO FI. Notery Discount Assoc Printed Name of Notary Public For: Board of County Commissioners of **Escambia County** By: Gene M. Valentino, Chairman Date Executed: ATTEST: PAM CHILDERS **Clerk of the Circuit Court** 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

Approved as to form and legal sufficiency. By/Title: Date: 4/4/12



Sanitary sewer connection

218 Payne Road – Rice



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4289	County Administrator's Report 13. 14.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Commercial Sign Grant Program Funding Agreement for 3510 West Mobile Highway
From:	Keith Wilkins
Organization:	Community & Environment
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 3510 West Mobile Highway - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following May 16, 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 3510 West Mobile Highway:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Bien Dong Oriental Market Corp of Pensacola, owner of commercial property located at 3510 West Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$1,500, representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301, for replacing an existing free-standing sign and wall sign; and

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

BACKGROUND:

On May 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Bien Dong Oriental Market Corp of Pensacola. 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 and Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, 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

3150 W Mobile Hwy Sign Grant

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>16th</u> day of <u>May 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Bien Dong Oriental Market Corp of Pensacola</u>, (the "Recipient"), owner of commercial property located at <u>3510 West Mobile Highway</u>, Pensacola, Florida, <u>32505</u>.

WITNESSETH:

WHEREAS, the CRA has established the Commercial Sign Grant Program (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Commercial Sign Grant Program</u>: The CRA awards to the Recipient a Program Grant in the maximum amount of <u>\$1,500</u>, 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. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of <u>\$1,500</u>, which shall be comprised of a cash contribution of <u>\$1,500</u>.

4. <u>Project:</u> 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. <u>Term</u>: The work to be performed for the Project shall commence after the <u>16th</u> day of <u>May</u> <u>2013</u>, and the Project shall be complete on or before the <u>16th</u> day of <u>August 2013</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement. 6. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination</u>: 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. <u>Inspector:</u> 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. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:	Recipient:
Clara Long, Prog Manager, CRA	Bien Dong Oriental Market Corp of Pensacola
Community & Environment Department	c/o Jonny Phan
221 Palafox Place, Suite 305	3510 West Mobile Highway
Pensacola, Florida 32505	Pensacola, FL 32505

18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approv sufficie By/Title Date:_	Ella ACA	For: Escambia County Board of County Commissioners By: Gene M. Valentino, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	Date Executed:
By:	uty Clerk	
Dep		
(SEA	AL)	For Recipient: Bien Dong Oriental Market Corp of Pensacola
	FESCAMBIA	Jonny Phan, Property Owner
2013 by Joi	foregoing instrument was ack nny Phan, Property Owner. H	nowledged before me this <u>23</u> rd day of <u>4piil</u> He/She () is personally known to me or (_) has as identification.
(Notary Sea	al)	Signature of Notary Public Printed Name of Notary Public

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner:Bien Dong Oriental Market Corp of PensacolaProperty Address:3510 West Mobile Highway, Pensacola, FL 32505

The "Project" includes the following improvements to the above referenced property:

Replace the existing free standing sign and wall sign.

This instrument prepared by: Clara Long, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



Replace the existing signs

3510 West Mobile Hwy – Bien Dong Oriental Market



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4290	County Administrator's Report 13. 15.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Commercial Facade, Landscape, and Infrastructure Grant Progam Funding and Lien Agreements for 3510 West Mobile Highway
From:	Keith Wilkins
Organization:	Community & Environment
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant</u> <u>Program Funding and Lien Agreements for 3510 West Mobile Highway - Keith Wilkins,</u> <u>Community & Environment Department Director</u>

That the Board ratify the following May 16, 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 3510 West Mobile Highway:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Bien Dong Oriental Market Corp of Pensacola, owner of commercial property located at 3510 West Mobile Highway, Pensacola, Florida, in the Brownsville 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 replacing the front facade wall with stucco and upgrading the exterior doors; and

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

BACKGROUND:

On May 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Bien Dong Oriental Market Corp of Pensacola. 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, 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

Facade Grant 3150 W Mobile Highway

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>16th</u> day of <u>May 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Bien Dong Oriental Market Corp of Pensacola</u>, (the "Recipient"), owner of commercial property located at <u>3510 West Mobile Highway</u>, Pensacola, Florida, <u>32505</u>.

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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Commercial Façade, Landscape and Infrastructure Grant Program</u>: The CRA awards to the Recipient a Program Grant in the maximum amount of <u>\$10,000</u>, 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. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of <u>\$10,000</u>, which shall be comprised of a cash contribution of <u>\$10,000</u>.

4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>16th</u> day of <u>May</u> <u>2013</u>, and the Project shall be complete on or before the <u>16th</u> day of <u>August 2013</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination</u>: 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. <u>Subsequent to Termination</u>: 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. <u>Property Owner as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. <u>Inspector:</u> 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. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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. <u>Maintenance of Records</u>: 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:	Recipient:
Clara Long, Prog Manager, CRA	Bien Dong Oriental Market Corp of Pensacola
Community & Environment Department	c/o Jonny Phan
221 Palafox Place, Suite 305	3510 W. Mobile Hwy
Pensacola, Florida 32502	Pensacola, FL 32505

18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Appro suffici	ved as to form and legal	For: Escambia County Board of County Commissioners
By/Titl Date:_		By: Gene M. Valentino, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	Date Executed:
Ву:		BCC Approved:
Dep	uty Clerk	
(SEA	AL)	For Recipient: Bien Dong Oriental Market Corp of Pensacola
	FESCAMBIA	Jonny Phan, Property Owner
by Jonny P	han, Property Owner. (He)She	e () is personally known to me or (V) has
(Notary Sealed F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 FI. Notary Discount Assoc. Co.		Signature of Notary Public Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner:Bien Dong Oriental Market Corp of PensacolaProperty Address:3510 West Mobile Highway, Pensacola, FL 32505

The "Project" includes the following improvements to the above referenced property:

Replace the front façade wall with stucco and upgrade the exterior doors.

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.
Bien Dong Oriental Market Corp of Pensacola	<u>3510 West Mobile Highway</u> Pensacola, Florida 32505	<u>33-2S-30-3008-000-000</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: Bien Dong Oriental Market Corp of Pensacola Jonny Phan, Property Owner-STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 2 day of 2013 by Jonny Phan, Property Owner. (He/She (____) is personally known to me or produced M. Lichow D. Cas identification. CLARA F. LONG MY COMMISSION # DD985028 (Notary S Signature of Notar EXPIRES: June 04, 2014 FI. Notary Discount Assoc. Co Printed Name of Notary For: Escambia County Board of County Commissioners By: Gene M. Valentino, Chairman Date Executed: BCC Approved: ATTEST: PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk This instrument prepared by: Clara Long, Development Program Manager Community & Environment Department Annroved as to form an

Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502

sufficiency.	11	m and le	gui
By/Title:	AU	ali	ACA



Replace the front façade wall with stucco and upgrade the exterior doors

3510 West Mobile Hwy – Bien Dong Oriental Market



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4291	County Administrator's Report 13. 16.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	Residential Rehab Grant Program Funding and Lien Agreements for 1319 Wilson Avenue
From:	Keith Wilkins
Organization:	Community & Environment
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1319 Wilson Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following May 16, 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 1319 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and David and Susan Myers, the owners of residential property located at 1319 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,247 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 May 16, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and David W. and Susan Myers. 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 owners, 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 1319 Wilson Ave

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>16th</u> day of <u>May 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>David and Susan Myers</u>, (the "Recipient(s)"), owners of residential property located at <u>1319 Wilson Avenue</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,247</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$1,247</u>, which shall be comprised of a cash contribution of <u>\$1,247</u>.

4. <u>Project:</u> 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. <u>Term</u>: The work to be performed for the Project shall commence after the <u>16th</u> day of <u>May 2013</u>, and the Project shall be complete on or before the <u>16th</u> day of <u>August 2013</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination</u>: 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. <u>Notice of Termination</u>: 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. <u>Subsequent to Termination</u>: 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. <u>Property Owner(s) as Independent Contractors</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. <u>Inspector:</u> 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. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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:	<u>Recipient(s):</u>	
	Clara Long, Urban Planner II, CRA	Mr. & Mrs. David Myers	
	Community & Environment Department	1319 Wilson Avenue	
	221 Palafox Place	Pensacola, FL 32507	
	Pensacola, Florida 32502		

18. <u>No Discrimination</u>: 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Board of County Commissioners of For: Approved as to form and legal Escambia County sufficiency. By: By/Title: Gene M. Valentino, Chairman Date: ATTEST: PAM CHILDERS **Clerk of the Circuit Court** Date Executed: BCC Approved: By: Deputy Clerk (SEAL) For Recipient(s): David Myers, Property Owner mu Day Susan Myers, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of , 2013 by David Myers, Property Owner. He () is personally known to me of (V) has produced FLL ic N620...72... 0 as identification. The foregoing instrument was acknowledged before me this day of , 2013 by Susan Myers, Property Owner. She () is personally known to me or (V) has produced PC1 it. M 620 ... 75. Das identification. CLARA F. LONG CLARA F. LONG Signature of Notary Public EXPIRES: June 04, 2014

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Printed Name of Notary Public

FL Notary Discount Assoc.

(Notary Sea

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s):David & Susan MyersProperty Address:1319 Wilson Avenue, Pensacola, FL 32507

The "Project" includes the following improvement to the above referenced property:

Connect to sanitary sewer.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
David & Susan Myers

Address of Property <u>1319 Wilson Avenue</u> Pensacola, FL 32507 Property Reference No. 50-2S-30-5000-010-006

Total Amount of Lien

<u>\$1,247</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 Recipient(s): David Myers, Property Owner isan miter Susan Myers, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of , 2013 by David Myers, Property Owner. He () is personally known to me of (V) has produced PULE MI22 -72. 0 as identification. The foregoing instrument was acknowledged before me this day of CLARA F. LONG Signature of Notary Public MY COMMISSION # DD985028 EXPIRES June 04, 2014 (Notary FL Notery Discount Assoc. Co Printed Name of Notary Public For: Board of County Commissioners of Escambia County By: Gene M. Valentino, Chairman Date Executed: ATTEST: PAM CHILDERS Clerk of the Circuit Court BCC Approved: By: Deputy Clerk This instrument prepared by: Clara Long, Development Program Manager Approved as to form and legal Community & Environment Department

Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



Sanitary sewer connection 1319 Wilson Avenue - Myers



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4249	County Administrator's Report 13. 17.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	05/16/2013
Issue:	2012 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement
From:	Mike Weaver, Department Director
Organization:	Public Safety
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the 2012 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the 2012 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida:

A. Approve the 2012 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida, providing Escambia County Fire Rescue funding in the amount of \$14,745, through Grant Number 13-DS-97-13-00-16-409, for Equipment Capability Retention of USAR and HazMat Equipment; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The State of Florida Department of Financial Services receives grant funding from the Department of Homeland Security each year for the sustainment of the State's Hazardous Materials Teams, Urban Search and Rescue (USAR) Teams, and Light Technical Rescue Teams (LTRT). The State issues to counties, as sub-recipients, funds to be used for training and sustainment of those teams. Escambia County Fire Rescue has both a Hazardous Materials Response Team and an LTRT. The grant funds will be used to support the sustainment of the teams' equipment.

BUDGETARY IMPACT:

This cost-reimbursement Agreement will provide a grant totalling \$14,745 to be expended for Equipment Capability Retention of USAR and HazMat Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Assistant County Attorney Kristin Hual and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of Agreements.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Fire Rescue will coordinate with OMB and Finance to establish the appropriate Cost Center.

Attachments

2012 State Homeland Security Grant

2012 STATE HOMELAND SECURITY GRANT PROGRAM, CFA 97.067, SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT FUNDING FOR FLORIDA

THIS AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department") and, Escambia County, a unit of local government (hereinafter referred to as "Subrecipient"), effective as of the date last signed below.

WITNESSETH THAT:

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WHEREAS, Department is a subgrantee of the Homeland Security Grant through the Division of Emergency Management (hereinafter "State Administrative Agency" or "SAA");

WHEREAS, Department has the authority to further pass these funds through to Subrecipient;

WHEREAS, Subrecipient is fully qualified and eligible to receive these grant funds to provide the services identified herein, and

WHEREAS, Department has authority to disburse the funds under this Agreement.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

(1) <u>Federally-Funded Subgrant Agreement</u>. The funds for this Agreement are provided through a Subgrant Agreement between Department and SAA; Grant Number: 13-DS-97-13-00-16-409. The Subgrant Agreement and all referenced documents and forms can be accessed through Department's website at <u>http://www.fldfs.com/sfm/sfm_domestic_security.htm</u> (hereinafter referred to as the "SFM website"). Subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph. Attachment A1, including all of its subparts, is incorporated herein by reference.

(2) <u>Services and Deliverables.</u> Subrecipient agrees to render the following services or other units of deliverables as directed by Department:

(a) Performance in accordance with "Scope of Work" found at Attachment A; and

(b) Readiness and response to activation orders for deployment by the State Emergency Operations Center, State Fire Marshal or Regional Domestic Security Task Force;

(c) Purchase equipment specifically identified and approved by the Florida Domestic Security & Logistics Equipment Sub-Committee, the State working Group, and identified in projects listed in Attachment A. Exceptions to the approved equipment list must be approved in writing by the Equipment Committee and Department Grant Manager, listed below in Attachment A1, Section IV. prior to purchase. Equipment having a value of \$1,000 or more must have an asset identification number provided by Subrecipient indicating the equipment was purchased with State Homeland Security Grant Program (SHSGP) funds;

(d) Maintain equipment purchased. Only equipment purchased with DHS grants funds may be sustained with these grant funds, as appropriate;

(e) Assure all training conforms to current FEMA/DHS training guidelines.

(f) In the event the Subrecipient requests the Department to make a purchase(s) related to this Agreement on their behalf, a Memorandum of Understanding (MOU) shall be executed between the Department and the Subrecipient, requesting the Department to make such purchases on behalf of the local agency. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient's allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.

(3) <u>Delivery Schedule</u>. The services or other units of deliverables specified in paragraph (2) above shall be delivered or otherwise rendered on behalf of Department in accordance with the following schedule:

(a) Readiness shall be on a continuous basis;

(b) Upon notification by the State Emergency Operations Center, State Fire Marshal, or Regional Domestic Security Task Force, Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, with all eligible equipment, and any and all other resources which it possesses, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Domestic Security Strategy Plan. It is understood by both parties that local emergencies and equipment operability will dictate the availability of Subrecipient to respond;

(c) For Type II/WMD Hazardous Materials Teams, compliance with requirements of a Type II/Weapons of Mass Destruction Capable Hazardous Materials Resource, as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Hazardous Materials Responders (FLAHR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(d) For USAR Task Forces, in compliance with requirements of a Type I, II or III USAR Task Force as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Search and Rescue (FASAR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(e) For MARC Units, compliance with requirements for deployment shall be according to the State Emergency Response Plan. MARC unit Subrecipient must complete an annual inventory on the appropriate forms as part of this Agreement;

(f) Subrecipient shall comply with the Florida Fire Chiefs Association Code of Ethics at all times.

(g) All documents referenced above can be found on the SFM website.

(4) <u>Funding/Consideration.</u>

(a) This is a cost-reimbursement Agreement. Subrecipient shall be reimbursed for costs incurred during the performance period in the satisfactory performance of work hereunder in an amount not to exceed the amount set forth in Attachment A and subparagraph (b) of this paragraph, subject to the availability of funds. If the necessary funds are not available to fund

this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, the State Office of Planning and Budgeting, or the Federal Office of Management and Budgeting, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(b) Subject to the terms and conditions established by this Agreement and the billing procedures established by Department, the Department agrees to reimburse Subrecipient a maximum of the amount set forth in Attachment A for services rendered and items purchased in accordance with Attachment A. If additional money becomes available through the grant process, this amount may be increased or decreased, by modification as set forth in paragraph (6) below.

(c) Every request for reimbursement shall be submitted on a Reimbursement Request Form and a Detail of Claims Form, and any other associated forms to the type of claim; forms available on the SFM website. The forms must be accompanied by the documentation referenced in Attachment A6. The forms and the accompanying documentation shall be submitted within thirty (30) days following Subrecipient's expenditure of funds. In no event shall the forms and accompanying documentation be received by Department later than February 28, 2014.

(d) All equipment purchases, if any, must be in accordance with the equipment list in Attachment A, unless specifically approved in writing by the Domestic Security Equipment Committee and the Department Grant Manager, prior to purchase. Documentation of the approval must be submitted along with the request for reimbursement.

(e) If no request for reimbursement is submitted for two consecutive quarters after execution of this Agreement, Department reserves the right to reallocate the balance of unexpended funds to another local or state entity by modification of this Agreement in accordance with paragraph (6) below, and in accordance with grant rules.

(f) Taxes. Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally or corporately exempt by law, Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Subrecipient to suppliers for taxes on materials used to fulfill its obligations with Department. Subrecipient shall not use Department's exemption number in securing such materials. Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

(g) Travel. Any expense incurred by Subrecipient for travel must be authorized by Department in advance. Travel expenses will be submitted and reimbursed to Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida Statutes. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by Department in advance.

(h) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by Department in accordance with this Agreement shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Subrecipient only upon the timely and satisfactory completion of services and other units of deliverable such as reports, findings and drafts, which are required by this Agreement and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by Department's designated grant manager. Interim payments may be made by Department at its

discretion, under extenuating circumstances, if the completion of services and other units of deliverables to date, has first been accepted in writing by Department's grant manager.

(i) State Legislature Appropriation. If the necessary funds are not available to fund this Agreement as a result of action by the State Legislature, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(5) <u>Funding Period</u>. This Agreement begins on the date of the last signature below and ends February 28, 2014. In the event the ending date is extended by the SSA, the ending date of this Agreement will be extended automatically upon written notice to the Subrecipient by the Department and become the new ending date of this Agreement without further amendment.

(6) <u>Agreement Modification</u>. Either party may request modification of the provisions of this Agreement. Except as provided in paragraph (5) above, changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(7) <u>Subagreements.</u> If Subrecipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to Department for review and approval prior to execution of the subcontract by Subrecipient. Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold Subrecipient, Department, and SAA harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in a quarterly report submitted by Subrecipient.

For each subcontract, Subrecipient shall provide a written statement to Department as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(8) <u>Recordkeeping</u>

(a) As applicable, Subrecipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (forprofit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is

issued, and shall allow Department or its designee, Chief Financial Officer, Auditor General, and DHS IG Auditors access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to Department's designee, Chief Financial Officer, Auditor General, and DHS IG Auditors, upon request, for a period of five years from the date the audit report is issued, unless extended in writing by Department with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after the closing on the transfer of title.

(c) Subrecipient shall maintain all records for Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachments A, A1 and A2 - and all other applicable laws and regulations.

(d) Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to Department, its employees, and agents. The term "reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term "agents" shall include, but not be limited to, auditors retained by Department.

(9) <u>Audit Requirements.</u>

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(a) Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by Department. The term "reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) Subrecipient shall also provide Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If Subrecipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Subrecipient expends \$500,000 or more in Federal awards in its fiscal year, Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Attachment A to this Agreement indicates federal resources awarded through Department by this Agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of Subrecipient conducted by the Auditor General in accordance with the provisions of

OMB Circular A-133, as revised, will meet the requirements of this paragraph. In connection with the audit requirements addressed in subparagraph (d) above, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. If Subrecipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that Subrecipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Subrecipient resources obtained from other than federal entities).

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(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Subrecipient <u>directly</u> to Department's grant manager listed below, and each of the following:

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

http://harvester.census.gov/fac/collect/ddeindex.html

and other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, Subrecipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to Department's grant manager listed below.

Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Subrecipient, when submitting financial reporting packages to Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental

entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Department or the SAA has notified Subrecipient of such non-compliance.

(j) Subrecipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to Department no later than nine (9) months from the end of Subrecipient's fiscal year.

(10) <u>Reports.</u>

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(a) Reports shall be in accordance with Attachment A1, part III. The subrecipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the subrecipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If additional reporting is required, Department will notify Subrecipient electronically at least thirty (30) days prior to the time the reporting is required.

(e) Reports and documentation related to all exercises and evaluations, (if an allowable expense) including any USAR MOBEX drills, must be provided to Department within thirty (30) days of completion of the exercise.

(f) If all required reports and copies, prescribed above, are not sent to Department or are not completed in a manner acceptable to Department, Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (14), "Remedies." The phrase, "acceptable to Department" means that the work product was completed in accordance with Attachment A, and its subparts.

(g) Subrecipient shall provide such additional program updates, reports and information as may be required by Department.

(11) <u>Monitoring</u>. Monitoring shall be in accordance with Attachment A1, subpart III.E., and in addition, Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, Attachment A1 is complied with,

and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A1, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, (see paragraph (9) Audit Requirements, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by Department. In the event that Department determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Department to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, Department will monitor the performance of, and financial management by, Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

(12) Liability.

(a) Unless Subrecipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold Department and SAA harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Department or the SAA, but is an independent Subrecipient.

(b) If Subrecipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against Department or SAA, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Department or any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or Agreement.

(13) <u>Default</u>. If any of the following events occur ("Events of Default"), all obligations on the part of Department to make any further payment of funds hereunder shall, if Department so elects, terminate and Department may, at its option, exercise any of its remedies set forth in paragraph fourteen (14), but Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement or any previous Agreement with Department shall at any time be false or misleading in any respect, or if Subrecipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations there under;

(b) If any material adverse change shall occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure said material adverse change within 30 days from the time the date written notice is sent by Department;

(c) If any reports required by this Agreement have not been submitted to Department or have been submitted with incorrect, incomplete or insufficient information, or

(d) If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(14) <u>Remedies</u>. Upon the happening of an Event of Default, then Department may, at its option, upon thirty (30) calendar day's prior written notice to Subrecipient and upon the Subrecipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that Subrecipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (16) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Requiring Subrecipient to reimburse Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that Subrecipient return to Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Require that Subrecipient return to Department any property or equipment purchased with grant funds, or received after having been purchased with grants funds, that has not been properly disposed of in accordance with Subrecipient's property disposal policy, and

(g) Exercise any other rights or remedies which may be otherwise available under law.

(h) The pursuit of any one of the above remedies shall not preclude Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by Department of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Department hereunder, or affect the subsequent exercise of the same right or remedy by Department for any further or subsequent default by Subrecipient.

(15) <u>Termination</u>.

(a) Department may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing Subrecipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, Subrecipient will not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, Subrecipient shall not be relieved of liability to Department by virtue of any breach of Agreement by Subrecipient. Department may, to the extent authorized by law, withhold any payments to Subrecipient for purpose of set-off until such time as the exact amount of damages due Department from Subrecipient is determined.

(16) Notice and Grant Administration.

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(a) Department's grant manager is John P. Kohnke, located at 325 John Knox Road, Atrium Bldg., Tallahassee, Florida 32303.

(b) Subrecipient's grant manager is listed on the signature page of this agreement.

(c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' grant managers or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier, electronic or facsimile transmission, and shall be deemed received on the date received or the date of the certification of receipt.

(d) In the event that different grant managers are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be tendered as provided in subparagraph (c) above.

(17) <u>Complete Agreement</u>. This Agreement and its Attachments incorporated herein by reference, contain all the terms and conditions agreed upon by the parties.

(18) <u>Attachments are as follows:</u>

(a) Attachment A Proposed Program Budget and Budget Detail Worksheet, and its subparts, consisting of:

A - Proposed Program Budget and Equipment List

A1 – Scope of Work;

A2 – Program Statutes and Regulations;

A3 – Warranties and Representations;

A4 - Certification Regarding Debarment, Suspension, Ineligibility;

A5 – Statement of Assurances, and

A6 - Reimbursement Checklist.

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(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(19) <u>Repayments</u>. All refunds or repayments to be made to Department under this Agreement are to be made payable to the order of "Department of Financial Services," and mailed directly to Department at the following address:

Department of Financial Services Accounts Receivable 200 Gaines Street Tallahassee, Florida 32399-0333

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to Department for collection, Subrecipient shall pay to Department an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) <u>Property and Equipment Purchased with Grant Funds.</u> Property and equipment purchased with grant funds, or received after being purchased with grant funds, must be identified as such on the property and equipment so that such property and equipment can be identified for monitoring and site visit purposes. When the property and equipment no longer has a useful life, it shall be disposed of through Subrecipient's property disposal policy, and documentation provided to the Department. If for any reason, including dissolution, Subrecipient elects to discontinue its participation in this Agreement, all property and equipment purchased with grant funds, or received after being purchased with grant funds, not previously disposed of in accordance with Subrecipient's property disposal policy, must be returned to Department.

(21) Standard Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by Subrecipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of Department and with thirty (30) days written notice to Subrecipient, cause the termination of this Agreement and the release of Department from all its obligations to Subrecipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in the Circuit Court of Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise

unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original. Facsimile and electronic signatures may be taken as originals.

(e) Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery; bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in subparagraph (g)2., of this certification, and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this Agreement. In addition, Subrecipient shall submit to Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (within Attachment A) for each prospective subcontractor which Subrecipient intends to fund under this Agreement. Such form must be received by Department prior to Subrecipient entering into a contract with any prospective subcontractor. (h) Department reserves the right to unilaterally cancel this Agreement for refusal by Subrecipient 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 Subrecipient in conjunction with this Agreement.

(i) <u>Employment Eligibility Verification</u>

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Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to Department, within thirty days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this contract or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Compliance with the terms of this <u>Employment Eligibility Verification</u> provision is made an express condition of this contract and the Department may treat a failure to comply as a material breach of the contract. In the event legislation authorizes an alternative option as proof of legal status, the Contractor may use the process authorized by such legislation upon its passage.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(k) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(1) Both Subrecipient and Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A, including its subparts.

(m) Subrecipient shall assure compliance itself and by its subcontractors or subrecipients, with CFO Memorandum No. 4 (2005-06), effective June 30, 2006; including but not limited to the following provisions:

1. Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.

2. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

3. Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to Sections 287.057 and 216.3475, Florida Statutes.

A copy of the Memorandum can be accessed on the SFM website.

(22) Lobbying Prohibition.

(a) No funds or other resources received from Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the federal government, the Florida Legislature, or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No federal or state 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 a federal, state, or local official, or employee thereof, in connection with the awarding of any federal contract, the making of any Subrecipient grant or contract, 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 a federal, state, or local official, or employee thereof, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(23) <u>Copyright, Patent and Trademark.</u> ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

(a) If Subrecipient brings to the performance of this Agreement a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, Subrecipient shall refer the discovery or invention to Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. Department shall then, under paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(24) <u>Assurances</u>. Subrecipient shall comply with all Statements of Assurance incorporated in Attachment A5.

(25) <u>Legal Authorization</u>. Subrecipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials.

SUBRECIPIENT

DEPARTMENT OF FINANCIAL SERVICES

Board of County Commissioners	
Escambia County, Florida	

Ву	

Title_____

Signature _____

Gene M. Valentino, Chairman Date signed:

Date signed:_____

Attest: Pam Childers Clerk of the Circuit Court

Deputy Clerk

BCC Approved:_____

FEID Number 59-6000-598

Subrecipient Grant Manager Name: <u>John Sims</u> Address: <u>6575 North W. Street, Pensacola, FL 32505</u> Email address: john_sims@co.escambia.fl.us Telephone Number: 850-475-5530

Approved as to form and legal
sufficiency,
By/Title: KN/A, ACA
Date: 42913

Attachment A

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Budget and Scope of Work

Proposed Program Budget

- Below is a general budget which outlines eligible categories and their allocation under this award. The Subrecipient is to utilize the approved FY2012 Domestic Security Project Templates for each respective Issue as the guide for eligible reimbursement.
- All equipment approved for purchase in accordance with FY2012 Domestic Security Project Templates must be on the FY 2012 Authorized Equipment List (AEL) and include that reference number on all reimbursement requests. The AEL can be found at <u>https://www.rkb.us</u>.
- 4 The transfer of funds between the categories listed in the "Proposed Program Budget" is strictly prohibited.
- The approved FY2012 Domestic Security Project Templates do not provide for the use of Management and Administration costs by the Subrecipient.

Grant	Accident	Saegory	Antonne Altonatea
		Training	\$0.00
State Homeland Security Grant Program – Issue 13	Escambia County Fire Rescue	Issue 8 – Sustainment of Training for USAR & Hazmat	
		Equipment Issue 13 –Equipment Capability Retention of USAR and HazMat Equipment	\$14,745.00
		Exercise	\$0.00
		MARC Issue 14 – MARC Interoperable Communications Sustainment & Sustainment	\$0.00
Total		\$14,745.00	

Budget Detail Worksheet

The following approved FY2012 Domestic Security Project Templates, as assigned for each Issue, provide a completed budget detail worksheet for the Subrecipient, which accounts for the total award.

The Subrecipient may not independently alter or amend the intent of approved FY2012 Domestic Security Project approved line items for funding of the respective Issues without the prior approval the Department through the grant manager. Changes need to be requested <u>after</u> the execution of this Agreement; contact the grant manager listed in this Agreement via email or letter.

Subrecipient: Escambia County Fire Rescue

ISSUE 13 – Equipment Capability Retention Teams

	Escambia	APD 2000 Detector Maintenance			
HM1C	County	contract21GN-00-MAIN	1	315.00	315.00
	Escambia	APD 2000 Detector Warranty (parts, labor, &	1	******	·····
HM1C	County	return) 21GN-00-MAIN	1	850.00	850.00
HM1C	Escambia County	MSA Sirrus sensors07CD-01-DPMG	4	370.00	1,480.00
HM1C	Escambia County	Sapphire XL Expanded Service Warranty 21GN-00-MAIN	1	400.00	400.00
HM1C	Escambia County	Wireless handheld gas monitor warranty 07CD-01-DPMG	1	650.00	650.00
HM1C	Escambia County	Wireless Monitoring Warranty 21GN-00- MAIN	1	10,000.00	10,000.00
HM1C	Escambia HM1C	TVA1000B Expanded Service Warranty 21GN- 00-MAIN	1	400.00	400.00
HM1C	Escambia HM1C	Weather Station Maintenance/ Calibration 21GN-00-MAIN	1	650.00	650.00
		Total			\$14,745.00

ATTACHMENT A1

Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2012 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Other Eligible Activities

A. Equipment Acquisition

FY 2012 SHSP funds may be used for equipment acquisition in accordance with the approved funding identified in the FY2012 Domestic Security Project Templates, as assigned for each equipment category Issues, from the 21 equipment categories listed in the FY 2012 Grants & Training (G&T) Authorized Equipment List (AEL). The FY 2012 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at <u>https://www.rkb.us</u>. The equipment Issues are outlined below.

Specific Issues as described below are included in this Category

Issue 13 – USAR and HazMat Sustainment - This project funds the retention (upgrade or replacement) of the identified equipment caches for each of the thirty Type II WMD Regional Hazardous Materials Response Teams and the seven State Urban Search & Rescue Task Forces in accordance with the 2011 Florida Domestic Security Strategic Plan and the appropriate Urban Search and Rescue Type I, II, & III RDSTF Standard Operations Guides or the Hazardous Materials Response Team Operational Readiness Standard Operations Guide. These funds provide the capability to upgrade, or replace equipment cache items that were purchased with Federal Grant funds, and require such, or have reached the end of their operational service life.

Issue 14 – MARC Interoperable Communications Sustainment and Maintenance - This is a statewide radio cache system with mobile mutual aid repeaters. The caches also contains mobile and portable radios operating on four radio bands, pre-programmed with national, state, and local mutual aid channels. Project funds the procurement of equipment items necessary to keep Mutual Aid Radio Cache units in an operational state. Only items found on the approved project funding templates (as identified in Attachment A) are eligible for purchase in accordance with this Issue.

B. Training

Funds may be used to enhance the capabilities of State and local preparedness and response personnel through development of a State homeland security training program. Allowable training-related costs include: Funds used to develop, deliver, and evaluate training, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

Specific Issues as described below are included in this Category

Issue 08 - Sustainment of Training for USAR, HazMat Teams

Authorized training includes the following:

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- Overtime and Backfill costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation. Straight time IS NOT eligible for reimbursement with DHS SHS funds.
- Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to Department approved training.
- Certification/Recertification of Instructors is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

Allowable training topics include CBRNE terrorism, and NIMS related training.

C. Unauthorized Expenditure

- · Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill

Note: All FY 2012 Homeland Security Grant Program Grant Guidance can be found at http://www.ojp.usdoj.gov/odp/grants_hsgp.htm

- II. Documentation Required for Department to Make Expenditures on Behalf of the Subrecipient The Department may retain some or all of the Subrecipient's allocation of grant funds for expenditures made by the Department on behalf of the Subrecipient only if requested in writing by the Subrecipient. In the event the Subrecipient requests the Department to make purchase(s) related to this Agreement on its behalf, a request in writing on local entity letterhead shall be submitted to the Department. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient' allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.
- III. Reporting Requirements

A. <u>Benchmarks</u>

- All funds shall be obligated within the first 6 months of the date of execution of the Agreement by both parties, no later than August 31, 2013.
- No less than 50% of the funds shall be spent within the first 12 months from the date of execution of the Agreement, no later than November 30, 2013.
- 100% of the funds shall be spent within 12 months from the execution of the Agreement, no later than February 28, 2014.
- Any unobligated funds will be de-obligated at the end of this period and are subject to reallocation to other prioritized projects.
- Extensions to the period of performance will be considered only through formal requests to the Department with specific and compelling justifications why an extension is required. All requests for extensions are subject to review and will not automatically be granted.

B. <u>Quarterly Programmatic Reporting:</u>

The Quarterly Programmatic Report is due within 30 calendar days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this Agreement. If a report(s) is delinquent, future financial reimbursements will be withheld until the Subrecipient's reporting is current.

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

Programmatic Reporting Schedule

C. <u>Reimbursement Requests:</u>

A request for reimbursement may be sent to the grant manager for review and approval at anytime during the Agreement period. The Subrecipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". An Issue number is to be included for every dollar amount listed in the "Detail of Claims" form.

D. <u>Close-out Programmatic Reporting:</u>

The Close-out Report is due to the Department no later than 30 calendar days after the Agreement is either completed or the Agreement has expired.

E. Monitoring:

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Florida Department of Financial Services US Department of Homeland Security Grants Program Grant Monitoring Process

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Department of Financial Services has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a Subrecipient's compliance with applicable state and federal guidelines. The Department is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and Agreement. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the Department and the Subrecipient via e-mail and telephone. Site visits are defined as actual visits to the Subrecipient's location by a team or members of the Department or its designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Department will identify up to 50% of Subrecipients for site visit monitoring.

Examples of areas that may be examined include:

Status of equipment purchases Status of training for purchased equipment Status and number of response trainings conducted to include number trained Status and number of exercises Status of planning activity Anticipated projected completion Specific difficulties completing the project. Agency NIMS compliance documentation

In certain circumstances, the Subrecipient may be requested to provide additional monitoring/information if the activity, or lack there of, on the part of the specific Subrecipient has generated questions from the region, the SAA or the Department. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Subrecipients will be required to participate in desk top monitoring on an annual basis and as determined by the Department. The Subrecipients will complete and submit the desk top monitoring within 30 calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Department determines that a Subrecipient is having difficulty completing projects.

As difficulties/deficiencies are identified, the respective region or SAA will be notified by the Department via email. Information will include the Subrecipient name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Department level. Issues that require further TA will be referred to the SAA for assistance. Examples of TA include but are not limited to:

- > Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

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Site visits will be conducted by the Department or designee. Site visits will be scheduled in advanced with the Subrecipient grant manager designated in the grant agreement. Monitoring guestionnaires will be provided in advance of the visit

The Department or its designee will also conduct coordinated financial and grant file monitoring. These monitoring visits maybe coordinated with a capability review visit. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to a capability review will be documented and maintained within the Department.

Site Visit Protocol

The following outlines the monitoring protocol for the Department:

The site visits will begin with those Subrecipients that are currently spending or have completed spending for a federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

The Department will notify the Subrecipient's grant manager by mail stating the purpose of the site visit at least 30 calendar days prior to the planned arrival date. Department or designated personnel will contact the Subrecipient within the next 10 calendar days to schedule an appointment to review the Subrecipient's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented.

The appointment should be confirmed with the Subrecipient in writing (email is acceptable) and documented.

Personnel designated by the Department attending the site visit will review the Subrecipient's documentation prior to the visit. Site team members' roles will be identified prior to the visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the Subrecipient's grant manager one business day in advance of the site visit.

Site Visit

Once designated personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items the Department intends to examine will be identified. If financial monitoring visit will be conducted, the team members will explain their objectives and will proceed to perform the financial review. Designated personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Large items such as computers, response vehicles, etc. should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Subrecipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment in excess of \$1,000.00 per item

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the designated personnel will then conduct an exit conference with the Subrecipient to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

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Department personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the Subrecipient explaining any issues and corrective actions required or recommendations. The Subrecipient will submit a Corrective Action Plan within a timeframe as determined by the Department. The Site Visit Worksheet, report and photographs will then be included in the Subrecipient's file along with any documents distributed at the site visit by the Subrecipient.

IV. Programmatic Point of Contact

Grant and Programmatic Point of Contact

John P. Kohnke, 200 East Gaines Street, Tallahassee, FL. 32399-0340 (850) 413-3611 John.kohnke@myfloridacfo.com

V. Agreement Responsibilities

The Department shall determine eligibility of projects and approve changes in scope of work.

The Department shall administer the financial processes.

ATTACHMENT A2

Program Statutes and Regulations

1) 53 Federal Register 8034

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- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66.
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 20) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 21) 28 CFR applicable to grants and cooperative agreements
- 22) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended;
- 24) Section 504 of the Rehabilitation Act of 1973, as amended;
- 25) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 26) Title IX of the Education Amendments of 1972;
- 27) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 28) 28 CFR Part 42, Subparts C,D,E, and G
- 29) Department of Justice regulations on disability discrimination;
- 30) 28 CFR Part 35 and Part 39.
- 31) Federal Acquisition Regulations 31.2 and 931.2

ATTACHMENT A3

Warranties and Representations

Financial Management

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Subrecipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Subrecipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected when it is in the Subrecipient's interest to do so.

Codes of conduct.

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The

standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

Business Hours

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The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM. Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

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ATTACHMENT A4

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

1. The prospective contractor of the Subrecipient, ______, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The Department shall consider the employment by Contractor of unauthorized aliens to be a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

(a) All persons employed during the Contract term by the Contractor to perform employment duties within Florida; and

(b) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract.

(3) Where the Subrecipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By:__

Signature

Subrecipient's Name

Name and Title

Department Grant Number

Street Address

City, State, Zip

Date

ATTACHMENT A5

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Statement of Assurances

The Subrecipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Subrecipient assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the Department, SAA, Chief Financial Officer or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part

800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (SUBRECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

ATTACHMENT A6

Reimbursement Check list

Please Note: DFS-SFM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- 1. Has a Details of Claims form been completed and attached?
- 2. Has a completed Equipment Reimbursement Request form to include AELs been included?
- 3 Have all invoices been included?
- 4. Has proof of vendor payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
 - ☐ 5. Has validation of receipt of goods form been signed and included?
- 6. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 7. If EHP form needed (permanent fixtures or alterations to structures) has copy of it and approval from State/DHS been included?
- 8. Has the Grant, year and issue been clearly identified?

<u>Training</u>

- 1. Is the course name clearly identified?
- 2. Has a description of the course been provided, if it is not an ICS course?
- 3. Has the DHS G&T course number been clearly indicated? If course is under DHS review provide the DHS tracking number.
- 4. Have sign-in sheets, rosters and agenda been provided?
- 5. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
- 6. Have print outs from entity's financial system been provided as proof attendees were paid?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5, Refresher skills training: Has the class/course been entered into the Florida State Fire College FCDICE system to include the roster of students and their grades? Include print out for class.
- 6. Certificate training: Have copies of each students training certificate been included in the claim package?
- 7. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor,

copy of credit card statement showing expense charged, and payment to credit card company for that statement).

*Note: Only Overtime OR Backfill may be elected to cover the same position for reimbursement purposes. DHS allows reimbursement for base pay and fringe benefits. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation. NOTE: Straight time IS NOT eligible for reimbursement with DHS SHS funds.

Shift personnel who serve as SME instructors for specialized approved training are eligible for overtime/backfill reimbursement of hours spent preparing for and conducting training classes. Personnel who are regularly assigned to the training division ARE NOT eligible for overtime/backfill through DHS SHS funds.

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- If billing for overtime, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling for who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought? (See note in Training above reference to personnel cost, same applies)
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- 2. If travel is for a conference has the agenda been included?

- 3. Per diem print outs/verification for amount charged in accordance with Section 112.061 F.S.?
- 4. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

For All Reimbursements - The Final Check

- 1. Have the costs incurred been charged to the appropriate POETE category? Are the line item #s documented?
- 2. Does the total on the summary form match the totals of all forms?

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- 3. Have the forms been sighed by the Sub-Recipient's Manager or Financial Officer?
- 4. Has the reimbursement package been inputted into the "reimbursement log" spreadsheet?

Quarterly Reports

- 1. Does the amount listed for each issue reflect the cumulative amount claimed for that issue from all previous claims and payments?
- 2. Does the final cumulative amount reflect all payments and adjustments?



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4280	County Ad	Iministrator's Report 13. 18.
BCC Regular M	leeting	Budget & Finance Consent
Meeting Date:	05/16/2013	
Issue:	Lake Stone Campground Facility Mana	agement 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 Dennis Keith Cole 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 W. Highway 4, Century, Florida. Since the inception of the Lake Stone Campground, the BCC has entered into an Agreement for onsite caretaker/management services at the facility. The former caretaker, Mervyn Simmons, recently submitted his resignation. Dennis Keith Cole has agreed to manage the Lake Stone Facility under the same terms.

BUDGETARY IMPACT:

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204 = \$10,200, paid via 12 monthly installments of \$850 with housing and utilities provided] Funding is currently allocated in the FY 12/13 budget, (Fund 001, Cost Center 350204), and will be budgeted in FY 13/14.

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

<u>Agreement</u>

AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND DENNIS KEITH COLE 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 Dennis Keith Cole, 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)\$ 10,200.00Payments 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 1st day of June 2013, and shall be for a period of one (1) year ending on May 31, 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. <u>Hold Harmless</u>: 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 of 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 or 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 r/
By MULINALIA
Title ACA
Date 5/9/13

CONTRACTOR:

DENNIS KEITH COLE, a sole proprietor authorized to transact business in the State of Florida.

By:_____

Date:

WITNESS:_____

WITNESS:_____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4116	County Administrator's Report 13. 1.	
BCC Regular M	eeting Discussion	
Meeting Date:	05/16/2013	
Issue:	Acquisition of Property Located at 10836 Lillian Highway from RL REGI Florida, LLC, for a Public Boat Ramp Facility	
From:	Joy D. Blackmon, P.E.	
Organization:	Public Works	
CAO Approval:		

RECOMMENDATION:

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

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

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

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

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

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

RL REGI, Florida, LLC, owns three contiguous parcels of real property totaling approximately 40 acres located at 10836 Lillian Highway which has frontage on Perdido Bay. The owners listed the property for sale for \$1,900,000. Staff had an appraisal performed by G. Daniel Green & Associates, Inc., dated February 27, 2012, which placed a value of \$910,000. Pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals. Staff had another appraisal performed by Brantley & Associates dated May 1, 2012, which placed a value of \$1,235,000 for the approximately 40 acres of property. The average of

the two appraisals is \$1,072,500. The owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley & Associates appraisal. The owners indicated that they are firm on this price and are not amenable to accepting less.

Meeting in regular session on September 6, 2012, the Board approved the Recommendation to authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway for the appraised amount of \$1,235,000, which is the higher of the two appraisals that staff obtained.

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

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

BACKGROUND:

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

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

Meeting in regular session on September 6, 2012, the Board approved the recommendation to authorize staff to make an offer to RL REGI of Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway for the appraised amount of \$1,235,000, which is the higher of the two appraisals that staff obtained.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and will conduct the closing for the purchase of this property. The Agreement for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on May 2, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Agreement for Sale and Purchase BCC action - 9/6/12 Parcel 1 Parcel 2 Parcel 3 Green Appraisal Brantley Appraisal Aerial View Map

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

(Commercial Property)

SELLER: RL REGI FLORIDA, LLC

BUYER: ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

EFFECTIVE DATE: _____, 2013

PROPERTY TYPE:

ſ] Multi-Family
[Retail
Γ] Industrial
ſ] Hospitality / Hotel / Resort
Ī	X] Raw or Partially Developed Land
Ĺ] Other:

PROPERTY ADDRESS:

Approximately 33.8 acres located in Escambia County, Florida more particularly described on the attached **Exhibit A**

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EXHIBITS [CHECK AS APPROPRIATE]

- [✓] A LEGAL DESCRIPTION
- [✓] B NOTICE OF TERMINATION
- [✓] C DEED
- [✓] D AFFIDAVIT
- E BILL OF SALE
- F ASSIGNMENT AND ASSUMPTION AGREEMENT
- G NOTICE TO TENANT
- H NOTICE TO SERVICE CONTRACTOR

SCHEDULES

- 1. ADDITIONAL DEFINITIONS
- 2. PROPERTY SPECIFIC PROVISIONS
- 3. STATE SPECIFIC PROVISIONS
- 4. BUYER'S INSURANCE GUIDELINES

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

RL REGI FLORIDA, LLC, a Florida limited liability company ("Seller"), and ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS ("Buyer"), hereby agree as of the Effective Date that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the price herein set forth, the Property, as such term is defined in Article I of this Agreement.

ARTICLE I DEFINED TERMS

1.1 <u>Certain Definitions</u>. As used herein, the following terms shall have the following meanings:

- (a) "Closing Date" shall mean [check appropriate box]:
- [] 2:00 P.M. Eastern time on the _____ day of _____, 201_; or
- [X] the 30th day after the Feasibility Date.
- (b) Intentionally Omitted.
- (c) "Disclosed Seller Broker": N/A
- (d) "Disclosed Buyer Broker": N/A
- (e) "Escrow Agent" shall mean [check appropriate box]:

[] _____, having an address of _____; Attention: ____, Telephone Number _____, Facsimile Number _____, Email Address: ; or

- [X] the Title Company identified below.
- (f) **"Feasibility Date"** shall mean 5:00 p.m. Eastern time on [check appropriate box]:
- [] the _____ day of _____, 201_; or
- [X] the 30th day after the Effective Date.
- (g) **"Purchase Price**" shall mean \$1,235,000.00.

(h) "**Title Company**" shall mean North American National Title Solutions, with its office located at 700 NW 107 Avenue, Suite 300, Miami, FL 33172; Contact Person – Irma Reyes; Telephone Number (305) 229-6500 ext. 6011; Facsimile Number (877) 678-2057; Email Address: ireyes@nants.com.

1.2 <u>Other Defined Terms</u>. Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein, including as set forth in **Schedule 1** attached hereto.

ARTICLE II CONDITION OF PROPERTY

2.1 <u>Information Regarding Property</u>. Seller has provided and may in the future provide to Buyer and/or Buyer's agents and consultants documents and information pertaining to the Property. All of such information and documentation is provided simply as an accommodation to Buyer, and Seller makes no representations as to their accuracy or completeness. Buyer understands that some of the foregoing documents were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Buyer any of Seller's internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.

2.2 Due Diligence and Right to Cancel. Buyer's obligations hereunder are expressly subject to Buyer's approval of the Property in all respects, including, but not limited to, economic feasibility, financing, zoning, the local government comprehensive plan, redevelopment potential, structural components of any improvements, governmental restrictions and requirements, availability of utilities, concurrency issues, physical condition, subsoil conditions, environmental matters, and such other matters as may be of concern to Buyer. Buyer shall have until the Feasibility Date in which to determine whether the Property is acceptable to Buyer, in its sole discretion, in all respects. If Buyer finds the Property to be unacceptable and elects not to proceed with the transaction contemplated hereby, Buyer shall, on or before the Feasibility Date, give written notice of termination to Seller in the form attached hereto as Exhibit B (the "Termination Notice"), signed by Buyer. Concurrently with such Termination Notice, Buyer shall deliver to Seller originals or copies of all Due Diligence Reports. Conditioned upon Seller's timely receipt of the Termination Notice and originals or copies of the Due Diligence Reports, neither party shall have any further rights or obligations hereunder, except, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination. If Buyer does not timely deliver the Termination Notice and originals or copies of the Due Diligence Reports prior to or on the Feasibility Date, this Agreement shall remain in full force and effect.

2.3 <u>Access</u>. Until the Feasibility Date (and thereafter if this Agreement is not terminated), Buyer and Buyer's agents and Outside Contractors shall be entitled to enter upon the Property at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, however, Buyer agrees not to cause any damage or make any physical changes to the Property or interfere with the rights of Tenants or others who may have a legal right to use or occupy the Property. Seller or its representative shall have the right to be present to observe any testing or other inspection performed on the Property (and Buyer shall provide Seller with reasonable advance notice of all testing and inspections to be performed on the Property). Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing. (a) Seller acknowledges that Buyer is self-insured and does not maintain separate commercial general liability insurance.

(b) Buyer's agents and Outside Contractors (which shall not include agencies, departments, divisions or employees of Buyer) shall maintain at all times during their entry upon the Property, insurance in accordance with Buyer's insurance guidelines set forth in **Schedule 4** attached hereto. Each policy of insurance shall name Seller as an additional insured party, with such coverage being primary whether or not the Seller holds other policies of insurance. Buyer's agents and/or Outside Contractors shall deliver a certificate issued by the insurance carrier of each such policy to Seller prior to entry upon the Property.

2.4 <u>Restoration and Other Obligations</u>. Buyer, as a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, acknowledges that it shall be responsible for its negligent or wrongful acts or omissions, and those of its officials, employees, and agents, and that its shall promptly reimburse Seller for its damages, liabilities, claims, or losses to the extent that these are caused by its negligent or wrongful acts or omissions arising out of or related to Buyer's inspection, examination and inquiry of or on the Property. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes. The provisions of this Section shall survive the Closing or termination of this Agreement.

2.5 <u>Buyer's Obligations with Respect to Inspections</u>. If Buyer or its agents, employees or Outside Contractors take any sample from the Property in connection with any testing, Buyer shall, upon the request of Seller, provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Buyer shall restore the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Property, but in no event later than ten (10) days after the damage occurs. Buyer shall promptly pay for all inspections upon the rendering of statements therefor. Buyer shall not suffer or permit the filing of any liens against the Property and if any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall (a) deliver all of the Due Diligence Reports to Seller at no cost to Seller; and (b) remain obligated with respect to the other obligations contained in this Agreement. The provisions of this Section shall survive the Closing or termination of this Agreement.

2.6 <u>Condition of the Property</u>. If this Agreement is not terminated pursuant to Section 2.2 above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property in all respects. The following provisions shall thereupon be applicable and shall survive the Closing or termination of this Agreement:

(a) Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement: (i) Buyer is expressly purchasing

the Property in its existing condition "AS IS, WHERE IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions and defects; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Buyer has undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Without limiting the generality of any of the foregoing, Buyer specifically acknowledges that Seller does not represent or in any way warrant the accuracy of any marketing information or pamphlets listing or describing the Property or the information, if any, provided by Seller to Buyer; and

SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR (b) NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO: THE PROPERTY OR ITS CONSTRUCTION; DEFECTS CAUSED BY ACTS OF THE ORIGINAL SELLER, DEVELOPER, OR BUILDER OF THE PROPERTY, OR ANY SUPPLIER, CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN; DEFECTS PERTAINING TO STRUCTURAL ELEMENTS, SYSTEMS, EQUIPMENT, APPLIANCES, UTILITIES, OR FIXTURES RELATED TO THE PROPERTY; TAX LIABILITIES; ZONING; LAND VALUE; AVAILABILITY OF ACCESS OR UTILITIES; INGRESS OR EGRESS; GOVERNMENTAL APPROVALS; OR THE SOIL CONDITIONS OF THE REAL PROPERTY, REGARDLESS OF WHETHER SUCH CONDITIONS CURRENTLY EXIST OR EMERGE OVER TIME. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS OR SELLER GROUP WITH RESPECT TO THE LAND OR PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT; and

(c) FURTHER AND WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE REAL PROPERTY (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THIS AGREEMENT AND THE DEED, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS. FURTHERMORE. BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHTS TO SUE ANY OF THE SELLER GROUP AND OF BUYER'S RIGHT TO CAUSE ANY OF THE SELLER GROUP TO BE JOINED IN AN ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO FEDERAL "CERCLA", "RCRA", AND "SARA" ACTS.

2.7 <u>Maintenance of Property</u>. Except as Buyer may otherwise consent in writing, until the Closing Date, unless this Agreement is sooner terminated, Seller shall: (i) carry on the business of the Property in the ordinary course and in a manner consistent with Seller's prior practices (including enter into new Leases or renewals or amendments of existing Leases); (ii) maintain the Property in its present condition and repair, ordinary wear and tear excepted and subject to the terms of **Section 12.2** hereof; (iii) maintain the existing insurance policies (if any) for the Property (and any replacements thereof) in full force and effect; (iv) not sell, transfer, encumber, mortgage or place any lien upon the Property or in any way create or consent to the creation of any title condition affecting the Property; and (v) not enter into any new Service Contracts unless they are cancelable upon thirty (30) days or less notice.

ARTICLE III

PURCHASE PRICE AND TERMS OF PAYMENT; CLOSING ADJUSTMENTS

3.1 <u>Purchase Price</u>. The total Purchase Price shall be the Purchase Price set forth in Section 1.1 of this Agreement.

3.2 <u>Deposit</u>. No deposit is required for this transaction.

3.3 <u>Payment of Purchase Price</u>. The Purchase Price, subject to the prorations and adjustments set forth in this Agreement, shall be paid (i) by Buyer to Seller by wire transfer to Title Company's account at the time of Closing, and (ii) by the Title Company to Seller by wire transfer to Seller's account immediately upon Closing. Neither Seller nor any entity related to Seller in any way or for which Seller acts as a conduit for financing has any obligation to finance Buyer's purchase of the Property. Wired funds must be received in the Title Company's account prior to noon Eastern time on the Closing Date.

3.4 <u>Closing Adjustments and Prorations</u>. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Such adjustments and prorations shall include the following:

Revenues and Expenses. Seller shall be entitled to receive all revenues and shall (a) be charged with all expenses relating to the ownership and operation of the Property through the Prorations Date, and to the extent any revenues for the month of Closing are not collected prior to the Prorations Date, Seller shall be entitled to a credit for same at Closing. All revenues and expenses shall be prorated as of the Prorations Date. With respect to any delinquent rents or other delinquent revenue, Buyer shall use diligent and good faith efforts to collect the same after the Closing. All such collections of delinquent rents or other revenues in excess of the credit to Seller at Closing shall be remitted by Buyer to Seller promptly after receipt, but in any event not later than ten days after receipt. The foregoing shall not, however, prohibit or restrict Seller from attempting to collect in any lawful manner after the Closing any such delinquent rent or other delinquent revenue directly from the Tenant or other party owing such amounts. In any event the first monies collected from Tenants or other parties shall be applied to the rents and other revenues delinquent as of the Closing Date until the delinquency has been cured and such collections shall be remitted to Seller in accordance with the provisions hereof. The provisions of this Section shall survive Closing.

(b) Lease Prepayments and Security Deposits. Buyer shall receive credits against the Purchase Price at Closing for any unforfeited Security Deposits and any other money, together with any earned interest, in Seller's actual possession for the account of Tenants, including, all rental, utility, key, damage, and other deposits, and any prepaid rents paid to Seller by the Tenants; provided, however, that – at Seller's option – in the event that the Security Deposits are in a segregated account, Seller may transfer the account to Buyer in lieu of prorating such Security Deposits. Because Seller may have obtained title via foreclosure or deed in lieu of foreclosure (or from a lender which have obtained title via foreclosure or deed in lieu of foreclosure), Seller may not have obtained (or obtained credit for) Security Deposits as described in any Leases of the Property. In such event, Buyer will not obtain a credit for such Security Deposits against the Purchase Price.

(c) <u>Taxes and Assessments: Pending and Certified Liens</u>. Taxes and assessments for the year of Closing shall be prorated as of the Prorations Date based upon the amount of such taxes for the year of Closing, if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, if any, for the preceding year. If any tax proration shall be based upon the amount of taxes for the year preceding the year of Closing, such taxes shall not be reprorated after the tax bills for the year of Closing are received.

(i) The parties acknowledge and agree that Buyer, as a political subdivision of the State of Florida, is exempt from the payment of real estate taxes and assessments. In accordance with the provisions of Section 196.295, Florida Statutes, at Closing Seller shall place in escrow with the Escambia County Tax Collector an amount equal to the ad valorem taxes due for the year of Closing prorated as of the Prorations Date. Such amount shall be used to pay any ad valorem taxes due for the year of Closing and the remainder of the taxes which would otherwise have been due for the year of Closing shall stand canceled in accordance with the provisions of Section 196.295, Florida Statutes.

(ii) Other assessments not included on the regular property tax bills, license fees for transferred licenses, and state or municipal fees and taxes for the Property for the applicable fiscal period during which Closing takes place shall be adjusted as of the Prorations Date on the basis of the most recent ascertainable assessments and rates, and shall be re-prorated as necessary pursuant to **subparagraph (f)** below.

Utility Charges. Electric, water, sewer, gas, fuel, waste collection and removal (d) and other utility and operating expenses relating to the Property shall be prorated as of the Prorations Date. It shall be assumed that the utility charges were incurred uniformly during the billing period in which the Closing occurs. If bills for the applicable period are unavailable, the amounts of such charges will be estimated based upon the latest known bills. Notwithstanding the foregoing, to the extent possible: (i) Seller and Buyer shall request the utility companies to read the meters as of the Prorations Date; (ii) Seller shall be responsible for all such utility charges incurred through the Prorations Date; (iii) Buyer shall make application to the various companies for the continuation of such services and the establishment of the required accounts in the name of Buyer effective from and after the Prorations Date; (iv) all prepaid deposits for utilities shall be refunded to Seller at or promptly after the time of Closing by the utility companies; and (v) it shall be Buyer's responsibility to make any utility deposits required for the continuation of such services from and after the Prorations Date; provided, however, that if any utility company keeps Seller's deposit (and transfers said deposit to Buyer). Seller shall receive a credit in the amount of the utility deposit at Closing.

(e) <u>Other Prorations</u>. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

(f) <u>Reprotation and Post-Closing Adjustments</u>. In the event that any adjustments or prorations (other than real estate taxes) cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, the parties hereto agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-protate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omission or mathematical error on the closing statement, or if the protations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing.

3.5 <u>Costs and Expenses</u>. Buyer shall pay all settlement/closing fees (not to exceed \$595.00), all costs of recording, the title insurance premium for any title insurance policy and endorsements requested or required by Buyer, the costs of any survey or survey update obtained by Buyer, the cost of obtaining the Title Commitment, and the costs of all lien searches and other due diligence expenses in connection with the issuance of a title insurance policy. Seller shall pay for all documentary stamp, transfer and similar taxes in connection with the recording of the

Deed. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive the Closing.

ARTICLE IV <u>TITLE</u>

4.1 <u>Evidence of and Encumbrances upon Title</u>. [X] Buyer [] Seller [check appropriate box] shall order a Title Commitment within five (5) Business Days of the Effective Date, and upon receipt thereof shall promptly deliver a copy of the Title Commitment to the other party. The Title Commitment shall be the basis upon which Buyer reviews the status of title to the Real Property. Buyer may deliver to Seller written objections to exceptions contained in the Title Commitment on or before the fifth (5th) Business Day prior to the Feasibility Date; provided, however, the following shall be deemed "Acceptable Encumbrances" and Buyer shall not have the right to object to Acceptable Encumbrances:

(a) Real property taxes and assessments for the year in which the sale and purchase shall be closed, which shall be prorated as provided for herein;

(b) The standard printed exceptions contained in owner's title insurance policies;

(c) Zoning and other regulatory laws and ordinances affecting the Property;

(d) Conditions, easements and restrictions of record;

(e) Any other matters of record that do not render title unmarketable; and

(f) Any matters that are approved in writing by Buyer or deemed approved by Buyer in accordance with this Agreement or that are caused or permitted by Buyer.

If Buyer timely delivers a written objection (a "Title Objection") to any item (other than an Acceptable Encumbrance), then Seller shall have the right - but not the obligation - to use commercially reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of sixty (60) days after receipt of the Title Objection (the "Title Cure Period") in which to do so (and if necessary the Closing Date shall be extended accordingly). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. If Seller shall be unwilling or unable to remove, discharge or correct such other liens, encumbrances or objections within such Title Cure Period, then Buyer may, at its option, no later than fifteen (15) days after Seller notifies Buyer of Seller's unwillingness or inability, either terminate this Agreement by delivering written notice of such election to Seller, or accept title in its then existing condition without reduction of the Purchase Price. If Buyer shall elect to terminate this Agreement pursuant to this Section, Buyer shall execute the Termination Notice and shall deliver the executed Termination Notice and the Due Diligence Reports to Seller, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated with respect to the obligations of this Agreement which specifically survive termination. If (i) Buyer fails timely to give written notice of any Title Objection to Seller, or (ii) Buyer fails to give the Termination Notice within fifteen (15) days after Seller notifies Buyer of Seller's unwillingness or inability to cure any Title Objection (if applicable), all matters reflected on the Title Commitment shall be deemed to be Acceptable Encumbrances.

4.2 <u>Survey</u>. Prior to the Feasibility Date, Buyer may cause a survey of the Real Property to be prepared or updated at Buyer's sole cost and expense, and have a copy of same delivered to Seller. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller and the Title Company. If any encroachments or other matters not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller within the same time frame for providing Title Objections, in which case any such encroachment or other matter shall be treated in the same manner as a title defect pursuant to **Section 4.1** above. If, however, Buyer fails to obtain a survey or update or if Buyer obtains a survey or update but fails timely to give written notice of objection, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

4.3 <u>Updated Title Commitment</u>. On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Title Commitment. If the updated Title Commitment contains exceptions that do not constitute Acceptable Encumbrances, Buyer may deliver written objection thereto prior to Closing. If Buyer timely and properly files written objection to any such other item, then same shall be treated in the same manner as a title defect pursuant to **Section 4.1** above. If the updated Title Commitment contains no exceptions other than those reflected on the Title Commitment and other Acceptable Encumbrances, or if Buyer fails to give written notice of objection to Seller prior to Closing, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

ARTICLE V ESCROW AND CLOSING

5.1 <u>Escrow Instructions</u>. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent and/or the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

5.2 <u>Time and Place</u>. Closing shall take place on the Closing Date or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Title Company on or prior to the Closing Date; provided, however, that pursuant to **Sections 4.1 and 4.3**, Seller, at Seller's option, may extend the Closing Date for purposes of curing objections to the status of title that were timely and properly raised by Buyer. Buyer acknowledges that Seller may at Seller's option use closing proceeds to satisfy any mortgage or lien on the Property. 5.3 <u>Seller's Deposit of Documents</u>. At or before Closing, Seller shall prepare, and deposit or cause to be deposited into escrow with the Title Company the following items (which shall be in the form(s) attached as Exhibits, if such Exhibits are attached; and if not, in form sufficient to convey title to the Property and for the Title Company to delete the requirements of the Title Commitment, in accordance with the requirements of this Agreement):

(a) an executed Deed with respect to the Land, in the form of **Exhibit C** hereto (if attached), together with any State, County and local transfer tax declarations and forms required to be executed by Seller;

(b) an executed Affidavit in the form of **Exhibit D** hereto (if attached);

(c) an executed Bill of Sale (without warranties) with respect to the Personal Property, if any, in the form of **Exhibit E** hereto (if attached);

(d) two counterparts of an executed Assignment and Assumption Agreement with respect to the Intangible Property in the form of **Exhibit F** hereto (if attached), together with originals or copies of any Leases, Service Contracts and Permits, to the extent in Seller's possession (which such Leases, Service Contracts and Permits shall be delivered at Seller's property manager's office);

(e) a form letter executed by Seller to advise all Tenants under Leases in the form of **Exhibit G** hereto (if attached), and a form letter executed by Seller to advise all contractors under Service Contracts, if any, in the form of **Exhibit H** hereto (if attached), of the sale to Buyer;

(f) an executed Buyer - Seller Closing Statement reflecting all financial aspects of the transaction;

(g) as appropriate, all plans, specifications, permits, licenses and keys in Seller's actual possession with respect to the Property (which shall be delivered at Seller's property manager's office); and

(h) an executed Certificate of a senior officer of the sole member of Seller (or such sole member's manager), certifying as to the authority of Seller, its sole member (and, as appropriate, its manager), and as to the signatory of the Closing documents.

5.4 <u>Buyer's Deposit of Documents</u>. At or before Closing Buyer shall deposit or cause to be deposited into escrow the following:

(a) cash to close in the amount required by Section 3.2;

(b) any State, County and local transfer tax declarations and forms required to be executed by Buyer;

(c) two counterparts of an executed Assignment and Assumption Agreement (if the appropriate box is checked);

(d) an executed Buyer - Seller Closing Statement; and

(e) evidence reasonably satisfactory to Seller and the Title Company reflecting that all documents executed by Buyer at Closing were duly authorized and executed, and such other documentation as may be required by the Title Company in order to insure title to the Property.

5.5 <u>Other Documents</u>. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Title Company is hereby designated as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Title Company shall confirm its status as the "**Reporting Person**" in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the requirements of Section 6045(e) of the United States Code and the requirements of Section 6045(e) of the United States Code and the requirements of Section 6045(e) of the United States Code and the requirements of Section 6045(e) of the United States Code and the requirements of Section 6045(e) of the United States Code and the requirements of Section 6045(e) of the United States Code and the requirements of Section 6045(e) of the United States Code and the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.

5.6 <u>Possession</u>. Possession of the Property, subject to the Leases (if any), shall be surrendered to Buyer at the Closing.

ARTICLE VI ENVIRONMENTAL MATTERS

6.1 <u>Release</u>. Without limiting the provisions of **Section 2.6**, Buyer acknowledges that Seller is not in any manner responsible to Buyer for the presence of any Hazardous Materials at, on, in, under or relating to the Property, if any. Buyer hereby specifically releases the Seller Group from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestoscontaining materials at the Property. Each covenant, agreement, representation, and warranty of Buyer contained in this **Section 6.1** of this Agreement shall survive the Closing or termination of this Agreement.

6.2 <u>Intentionally Omitted</u>.

6.3 <u>Confidentiality of Hazardous Materials Reports</u>. Except as required by Chapter 119, Florida Statutes (the Florida Public Records Act), unless and until the Closing actually occurs, Buyer, its agents, consultants and employees shall keep confidential all Hazardous Materials Reports and other information, received or completed by Buyer in Buyer's independent factual, physical and legal examinations and inquiries of the Property, except that: (a) Buyer shall promptly after receipt provide Seller with a list of all Hazardous Materials Reports and other information, received or completed by Buyer and, upon (and only upon) Seller's request will promptly deliver copies thereof to Seller; and (b) Buyer may disclose same to its consultants if Buyer first obtains the agreement in writing of such consultants to keep such Hazardous Materials Reports and related documentation confidential. Unless and until the Closing actually occurs, neither the contents nor the results of any test, report, analysis, opinion or other information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval, except as provided above. Furthermore, Buyer shall not disclose to Seller the contents or results of any Hazardous Materials Reports unless and until such time as Seller has requested copies of such Hazardous Materials Reports in writing. The provisions of this **Section 6.3** shall survive the termination of this Agreement.

ARTICLE VII WARRANTIES AND REPRESENTATIONS

7.1 <u>Buyer's Warranties and Representations</u>. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) Buyer is the type of entity set forth in the preamble to this Agreement, duly organized and in good standing under the laws of the state of its organization and is qualified to do business in the State; (c) all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out Buyer's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Buyer; and (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other Agreement to which Buyer may be a party or by which Buyer may be bound. The provisions of this Section shall survive the Closing.

7.2 <u>Seller's Warranties and Representations</u>. Seller warrants and represents that: (a) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) Seller is a limited liability company duly organized and in good standing under the laws of its state of formation; (c) all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; and (d) this Agreement has been duly authorized, executed and delivered by Seller. The provisions of this Section shall survive the Closing.

ARTICLE VIII ASSIGNMENT

Buyer's reputation, experience, and financial status constitute a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever; except, however, that Buyer shall have the right to assign this Agreement, without Seller's consent, to an entity owned and controlled by Buyer or those that directly hold the ownership interests in Buyer; provided, however, any such assignment shall be binding on Seller only to the extent Buyer provides Seller with written intent to so assign, specifically naming the assignee and providing the signature block for the assignee, no later than ten (10) Business Days prior to Closing. If Buyer assigns this Agreement pursuant to the terms hereof: (a) the assignee shall be liable (jointly and severally with assignor) for all of Buyer's obligations hereunder; (b) the assignor (i.e., the original Buyer hereunder) shall remain obligated (but jointly and severally with assignee) with respect to all of Buyer's obligations hereunder; and (c) the assignor and any assignee shall execute such instruments of assignment and assumption in such form as Seller may require in confirmation of the provisions hereof.

ARTICLE IX BROKERAGE

Each of Buyer and Seller represents and warrants to the other that it has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction and that it has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. In the event Seller suffers any damages, liabilities, claims or losses, or is named in any suit, action or proceeding resulting from, arising from, or occasioned in whole or in part by a breach of the representation and warranty made by Buyer herein, Buyer acknowledges and agrees that Buyer shall be responsible for any such damages, liabilities, claims or losses suffered by Seller and shall reimburse Seller promptly upon demand for all reasonable costs and expenses so incurred by Seller. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes. The provisions of this Article shall survive the Closing and termination of this Agreement.

ARTICLE X DEFAULT

10.1 <u>Buyer's Default</u>. If Buyer shall fail to close the transaction contemplated hereby as and when required or if Buyer shall otherwise be in default of its obligations hereunder prior to Closing, or if subsequent to Closing Buyer shall fail to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and remedies provided herein, shall be entitled to any and all remedies available at law or in equity excluding, however, specific performance.

Seller's Default. If this transaction shall not be closed because of default of Seller, this 10.2Agreement shall be terminated and neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated pursuant to the provisions hereof which survive termination; or Buyer shall have the right to sue for specific performance of this Agreement, provided that such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement, including without limitation Buyer's obligation to deliver sufficient proof to the Title Company and Seller that Buyer is ready, willing and able to close this transaction. The option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to damages. In the event Seller suffers any damages, liabilities, claims, losses or other costs and expenses of any and every kind whatsoever (collectively the "Losses") as a result of or arising out of Buyer wrongfully seeking, commencing and/or prosecuting a specific performance action against Seller or in any way wrongfully filing a lis pendens or similar action against the Property (which Losses shall include without limitation any amounts which would otherwise have been realized by Seller had Seller been able to sell, transfer or convey the Property to any other buyer free of any such specific performance, lis pendens or other similar action), Buyer acknowledges and

agrees that Buyer shall be responsible for any such damages, liabilities, claims or losses suffered by Seller. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes.

10.3 <u>No Obligation of Seller after Closing</u>. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property that survive the Closing, except as specifically set forth herein. The provisions of this Section shall survive the Closing.

ARTICLE XI NO JOINT VENTURE

Buyer acknowledges and agrees that neither Seller nor any other member of the Seller Group is a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller and Seller Group bear and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive the Closing.

ARTICLE XII MISCELLANEOUS

12.1 Intentionally Omitted.

12.2 <u>Risk of Loss</u>. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property after the Effective Date or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property after the Effective Date.

(a) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of all or any portion of the Property which would materially interfere with the present use of such Property, then, in such event, Buyer shall have the right to terminate this Agreement by giving written notice to Seller in the form of the Termination Notice, together with copies or originals of all Due Diligence Reports, within ten (10) days after Buyer has received notice from Seller or otherwise learns of that event.

(i) Upon such termination and delivery of copies or originals of all Due Diligence Reports, neither party shall have any further rights or obligations hereunder; provided, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination.

(ii) If Buyer does not timely terminate this Agreement, then the Closing shall take place as provided herein and, at Closing, Seller shall assign to Buyer all interest of Seller in and to the insurance proceeds or condemnation awards payable to Seller on account of that event, less any expenses reasonably incurred by Seller before and/or after the Closing in processing and resolving the claim with the insurance company, including but not limited to reasonable attorneys' fees and costs (collectively, the "**Net Proceeds**"). At Closing, Seller shall receive a

credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event. Notwithstanding the foregoing, in the event that the amount of Net Proceeds exceeds the Purchase Price, Buyer shall only be entitled to a share of the Net Proceeds (the "**Buyer's Proceeds**") equal to the Purchase Price and Seller shall receive the balance of the Net Proceeds which exceed the Purchase Price (the "**Excess Proceeds**"); i.e., the term "**Buyer's Proceeds**" shall mean the lesser of the Net Proceeds and the Purchase Price.

(b) If after the Effective Date and prior to Closing there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost less than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of a portion of the Property which would not materially interfere with the present use of the Property, then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.

(c) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than fifty percent (50%) of the Purchase Price to repair, then, in such event, Seller shall have the right to terminate this Agreement by written notice thereof delivered to Buyer within ten (10) days after that event, together with an executed Termination Notice and the Due Diligence Reports. In such event, neither party shall have any further rights or obligations hereunder; provided, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive terminated this Agreement as provided for in this Section), the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.

Regardless of whether any of the Net Proceeds in connection with a casualty to (d) the Property are assigned to Buyer at Closing in accordance with this Section 12.2, Seller shall retain the exclusive right to process and handle the claim with Seller's insurance company. Seller and Buyer agree to use good faith efforts to cooperate with each other in resolving any insurance claim, including as to the amount of the Net Proceeds, including, without limitation, promptly providing any and all materials requested by the insurance company and promptly responding to any and all inquiries from the insurance company. Seller shall not have the right to agree to the amount of Net Proceeds with the insurance company without the prior written consent of Buyer (which shall not be unreasonably withheld), unless the Net Proceeds are reasonably expected to equal or exceed the Purchase Price (in which case Seller shall have the right to negotiate and agree with the insurance company by itself, in its sole discretion). Upon payment by the insurance company on or after Closing, the Buyer's Proceeds shall be disbursed to Buyer and the Excess Proceeds, if any, shall be disbursed to Seller. Seller makes no representation or warranty with respect to the amount of the Net Proceeds that will be available from the insurance company in connection with any such casualty, including, without limitation, whether Buyer will be entitled to the actual cash value or the replacement cost of the Property. The provisions of this paragraph shall survive the Closing.

12.3 <u>Construction</u>. The terms "Seller" and "Buyer" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "including" as used herein shall in all instances mean "including, but not limited to". The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

12.4 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, but having attached to it one or more additional signature pages. Electronically transmitted signatures on this Agreement, any amendment thereto, and on any notice given pursuant to it shall be effective as originals.

12.5 <u>Severability and Waiver</u>. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this Section shall survive the Closing.

12.6 <u>Governing Law</u>. The laws of the State (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.

12.7 <u>Further Acts</u>. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.

12.8 <u>Notices</u>. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by facsimile or other electronic

transmission, upon delivery (but only so long as a copy of the notice is also sent by another method provided for in this Section 12.8); (c) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; or (d) whether actually received or not, two (2) Business Days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER:	RL REGI FLORIDA, LLC c/o Rialto Capital Advisors, LLC 790 NW 107th Avenue Suite 400 Miami FL 33172 Attention: Kevin Borkenhagen Telephone No. 305-229-6562 Facsimile No. 305-485-2724 E-mail Address:
	kevin.borkenhagen@rialtocapital.com
WITH A COPY TO:	Bilzin Sumberg Baena Price & Axelrod LLP 1450 Brickell Avenue, 23rd Floor Miami, Florida 33131 Attention: Jon Chassen, Esq. Telephone No. 305-350-7270 Facsimile No. 305-351-2270 E-mail Address: jchassen@bilzin.com
TO BUYER:	Escambia County, Board of County Commissioners 3363 West Park Place Pensacola, Florida 32505 Attn: Larry Goodwin Telephone No. 850-595-3426 Facsimile No E-mail Address: LWGOODWI@co.escambia.fl.us
WITH A COPY TO:	Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, FL 32502 Attn: Stephen West, Esq. Telephone No. (850) 595-4970 Facsimile No. E-mail Address: sgwest@co.escambia.fl.us

12.9 <u>Entire Agreement: Amendment</u>. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated

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orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

12.10 <u>Recording</u>. This Agreement shall not be recorded in the official records of Escambia County and Buyer agrees that recording same in the official records of Escambia County constitutes a default by Buyer; provided, however, that nothing herein shall prohibit the Clerk of Escambia County from recording this Agreement in the minutes of the meetings of the Board of County Commissioners.

12.11 <u>Exhibits and Schedules</u>. The Exhibits and Schedules that are referenced in and/or attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

12.12 <u>Time of the Essence</u>. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

12.13 <u>No Third Party Beneficiary</u>. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

12.14 <u>Back-Up Contract(s)</u>. Buyer understands that Seller may negotiate with other parties and may enter into one or more back-up contracts for the sale of the Property. Any back-up contract will be subject and subordinate to this Agreement so long as this Agreement is in full force and effect and Buyer is not in default hereunder.

12.15 <u>Requisite Senior Management Approval</u>. Prior to execution and delivery of this Agreement by Seller, this Agreement is subject to approval by Seller's senior management. Neither the submission of any proposal or this Agreement for examination to Buyer, nor any correspondence or course of dealing between Buyer and Seller shall constitute a reservation of or option for the Property or in any manner bind Seller. No contract or obligation on the part of Seller shall arise until this Agreement is approved by Seller's senior management and fully executed and unconditionally delivered by Seller. If, however, Seller executes and returns this Agreement to Buyer, the requirement for Senior Management Approval shall be deemed satisfied.

12.16 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, trustees, partners, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this paragraph shall apply equally and inure to the benefit of Seller's present and future officers, directors, trustees, shareholders, agents and employees, and their respective heirs, successors and assigns.

12.17 <u>Mold Disclosure</u>. Mold and/or other microscopic organisms can be found almost anywhere. They occur naturally in the environment and can grow on virtually any organic substance as long as moisture and oxygen are present. Mold and/or other microscopic organisms may cause property damage and/or health problems. Buyer acknowledges and agrees that Seller shall not be responsible for any damages, liabilities, claims or losses arising out of or relating to mold and/or other microscopic organisms at the Property including but not limited to property damages, personal injury, adverse health effects, loss of income, emotional distress, death, loss of use or loss of value and Buyer hereby releases Seller from the same. Buyer hereby acknowledges that it has read and understood this disclosure and release and agrees to the provisions contained herein. The provisions of this Section shall survive the Closing or termination of this Agreement.

12.18 Prohibited Persons. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but limited to. the OFAC website. not http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) - (v) above are herein referred to as a "**Prohibited Person**"). Buyer covenants and agrees that neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Agreement.

ARTICLE XIII INTENTIONALLY OMITTED

ARTICLE XIV LITIGATION

14.1 <u>Attorneys' Fees: Jurisdiction; Venue</u>. In the event of any litigation arising out of or under this Agreement and/or out of Buyer's ownership, development or construction upon the Property,

each party shall bear its own attorneys' fees and costs, including at all appellate levels and in any bankruptcy proceeding. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the State and the United States District Courts located in the State in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the County. The provisions of this Section shall survive the Closing.

14.2 <u>WAIVER OF JURY TRIAL</u>. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

Signed, sealed and delivered in the presence of:

Blanco

Signature:

Signature:

Print Name:

Print Name: Jonathan

SELLER

RL REGI FLORIDA, LLC, a Florida limited liability company

By: RL REGI Financial, LLC, a Florida limited liability company, its sole member

By: Name: Title: Vice

BUYER

ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

ignature:	
rint Name:	
int i tunto.	

Signature:	
Print Name:	

By: Name: Gene M. Valentino, Chairman Title:

> ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT

BY:_____ DEPUTY CLERK

This document approved as to form and legal sufficiency.

By MOL Title 1,20 Date

EXECUTION BY ESCROW AGENT

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of this Agreement.

North American National Title Solutions

By:		
Name:		
Title:		
C. C. C. L. C.	14	

Date: _____, 2013

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

GOVERNMENT LOT 1, LESS AND EXCEPT THE EAST 1980 FEET THEREOF, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCANBIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS.

ALL OF THAT PORTION OF GOVERNMENT LOT 4, LYING EAST OF THE CENTER OF THE CHANNEL OF HERON BAYOU, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND WORLD OF THE NORTH " UNE OF THAT CERTAN DRAINAGE EASEMENT DESCRIBED IN THAT CERTAIN DEED FROM E.C. MAXWELL TO THE STATE OF FLORIDA DATED OCTOBER 10, 1945 AND RECORDED IN DEED BOOK 213, PAGE 267, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS.

A RIGHT OF WAY OVER AND ALONG THE SOUTH 15 FEET OF THE NORTH 860 FEET OF GOVERNMENT LOT 5, LYING WEST OF STATE ROAD NO. 298, SECTION 16, TOWNSHIP 2 SOUTH, RANCE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

A PERPETUAL NON-EXCLUSIVE EASEMENT OVER AND UPON THE NORTH 20 FEET OF A PERPETUAL NON-EXCLUSIVE EASEMENT OVER AND UPON THE NORTH 20 FEET OF THE SOUTH 50 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY IN ESCAMBIA COUNTY, FLORIDA: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 2 DEGREES 04 MINUTES DO SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1,827,13 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 870.08 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WEST FOR A DISTANCE OF 870.08 FEET TO THE WESTERLY RIGHT OF WAY UNE OF STATE ROAD NO. 298 (LILLIAN HIGHWAY 66 FOOT RIGHT OF WAY) FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 452.05 FEET; THENCE SOUTH 1 DEGREES 58 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 490.03 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 65 SECONDS EAST FOR A DISTANCE OF 141.68 FEET TO THE POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 298, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHAST HAVING A RADIUS OF 3,320.36 FEET A DELTA ANGLE OF B DEOREDES 37 MINUTES 30 SECONDS (A CUOPD DISTANCE OF 499.36 FEET A CHOPD 8 DEGREES 37 HINUTES 30 SECONDS (A CHORD DISTANCE OF 499.36 FEET, A CHORD . B DEGREES 37 MINUTES 3D SECURDS (A CHORD DISTANCE OF 9330 TEER, A CHORD -BEARING OF NORTH 29 DEGREES 11 MINUTES 21 SECONDS EAST); THENCE ALONG ARC OF SAID CURVE FOR A DISTANCE OF 499.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33 DEGREES 30 MINUTES OF SECONDS EAST FOR A DISTANCE OF 89.59 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST.

Parcel Z:

Commence at the Southeast corner of Section 16, Township 2 South, Range 31 West, Escambia County, Florida; thence North 2 degrees 04 minutes CO seconds West along the East line of said Section 16 for a distance of 1827.13 feet; thence South 87 degrees 36 minutes 41 seconds West Section 16 for a distance of 1527.13 feet; mence sound of degrees 36 minutes 41 seconds white for a distance of 870.08 feet to the Westerly right of way line of State Road No. 298 (Lillian Highway 66 foot right of way) for the Point of Beginning; thence continue South 87 degrees 36 minutes 41 seconds West for a distance of 452.05 feet; thence South 1 degree 58 minutes 37 seconds East for a distance of 495.03 feet; thence Horth 87 degrees 37 minutes 06 seconds East for a distance of 141.68 feet to a point on the Westerly right of way line of said State Road No. 298, said point being on a curve concave to the Southeast having a radius of 3320,36 feet, a delta angle of 6 degrees 37 minutes 30 seconds (a chord distance of 499,36 feet, a chord bearing of North 29 degrees 11 minutes 21 seconds East); thence along the arc of said curve for a distance of 499.83 feet to the Foint of Tangency; thence North 33 degrees 30 minutes D6 seconds East for a distance of 89.59 feet to the Point of Beginning.

A parcel of lond lying in Section 19. Township 3 South, Range 31 West, Escambla County, Florida, being more particularly described as follows:

Begin at the most Southeast comer of Emerald Shores Subdivision as recorded in Plot Book 15 at Page 87 of the public records of sold County, thence (the following 4 colls are along the South line of sold Emeroid Shores Subdivision) North 46*45'30" West for 208.01 feet (Plot Bearing and Distance North 48*35'19" West \sim 208.00 feet); thence North 43'14'33" East for 86.01 feet (Plot Bearing and Distance North 40'24'41" West \sim 85.00 feet); thence North 46*45'12" West for 221.01 feet (Plot Bearing and Distance North 46'35'19" West \sim 221.00 feet); thence North 82'49'46" West for 122.99 feet (Plot Bearing and Distance North 65'39'45" West \sim 123.00 feet); thence continue (the following 2 colls are along the South line of Emeroid Shores 3rd Addition Subdivision as recorded in Plot Bearing and Distance North 65'39'45" West \sim 40.17 feet); thence North 86'35'30". West for 587.01 feet (Plot Bearing and Distance North 89'26'16" West \sim 587.00 feet) to the Southwest comer of suid Emeroid Shores 3rd Addition Subdivision; thence South 02'56'41" West for 503.49 feet to the Southerly right-of-way line of a County Road (80' R/W) as recorded in Official Records Book 826 of page 196 of the public records of sold County; thence South 68'28'57" West for 665.94 feet to the South 68'28'57" West for 665.94 feet to the South 16 of sold Section 19; thence South 02'56'41" West for 503.49 feet to the Southerly right-of-way line of a County Road (80' R/W) as recorded in Official Records Book 826 of page 196 of the public records of sold County; thence South 68'28'57" West for 665.94 feet to the South line of sold Section 19; thence South 02'57'87" West for 655.94 feet to the South line of sold Section 19; thence South 86'35'28" East clong sold South line for 562.11 feet to the West right-of-way line of Gulf Beach Highway \sim County Road No. 292-A (66' R/W); thence North 43'14'39" East clong sold West right-of-way line for 1187.58 feet to the Point of Beginning. Contaleing 26.37 acres, more of less.

LESS AND EXCEPT:

Parcel 4:

Commercial Parcel "A" and Commercial Parcel "B", Emerald Shores, a subdivision according to plat recorded in Plat Book 15, page 87 of the public records of Escambia County, Florida.

EXHIBIT B

<u>NOTICE OF TERMINATION OF</u> AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

("Buyer") hereby executes this Notice of Termination of Agreement for Sale and Purchase of Property (this "Notice of Termination") as of this _____ day of _____, 201_ (the "Termination Effective Date").

RECITALS

A. Buyer and ______, a _____ ("Seller") entered into a certain Agreement for Sale and Purchase of Property dated _____, 201_ (the "Contract") pursuant to which Seller agreed to sell and Buyer agreed to purchase the Property (as such term is defined in the Contract).

B. Pursuant to this Notice of Termination, Buyer desires to terminate the Contract in accordance with the terms thereof.

NOW, THEREFORE, pursuant to this Notice of Termination and in accordance with the terms of the Contract, Buyer hereby notifies Seller and agrees as follows:

1. As of the Termination Effective Date, the Contract is terminated and of no further force and effect. Neither Buyer nor Seller shall have any further rights or obligations thereunder; provided, however, and notwithstanding the foregoing, Buyer acknowledges and agrees that Buyer shall remain obligated with respect to any and all obligations that by the express terms of the Contract are intended to survive termination of the Contract.

2. Buyer warrants and represents that it has previously or simultaneously herewith delivered to Seller all Due Diligence Reports (as such term is defined in the Contract).

3. Buyer hereby acknowledges and agrees that it has no right, title, claim or interest in and to the Property.

IN WITNESS WHEREOF, the Buyer has caused this Notice of Termination to be executed as of the Termination Effective Date.

Signed, sealed and delivered in the presence of:

, 201_by, as of a, on behalf of the He	-
Signature: By:	
Signature: Name: Print Name: Title: STATE OF))) SS. COUNTY OF) The foregoing instrument was acknowledged before me this d , 201_ by , as a , on behalf of the He	
Print Name: Title: STATE OF))) SS. COUNTY OF) The foregoing instrument was acknowledged before me this d , 201_by , as of He	
STATE OF) SS. COUNTY OF) The foregoing instrument was acknowledged before me this d , 201_ by, as of He	
) SS. COUNTY OF) The foregoing instrument was acknowledged before me this d , 201_ by, as of He	
) SS. COUNTY OF) The foregoing instrument was acknowledged before me this d , 201_ by, as of He	
COUNTY OF) The foregoing instrument was acknowledged before me this d, 201_by, as of He	
The foregoing instrument was acknowledged before me this d , 201_ by, as of He	
, 201_by, as of a, on behalf of the He	
, 201_by, asof He	ay of
a, on behalf of the He	,
	is
personally known to me or has produced a driver's license as identification.	

Notary Public	
Print Name:	
Serial No. (if any):	

EXHIBIT C

This instrument prepared by: Jon Chassen, Esq. Bilzin Sumberg Baena Price & Axelrod LLP 1450 Brickell Avenue, 23rd Floor Miami, FL 33131

SPECIAL WARRANTY DEED

THIS	INDENTURE, mad	e effective a	s of the	e day	of	, 2	201,
between		,	LLC	("Grantor")	, whose	address	is c/o
		, in favor of			("0	Grantee")	, whose
address is				and who	se taxpa	yer identi	fication
number is							

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, at or before the unsealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee and its successors and assigns forever, the parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of _____, State of _____, and more particularly described on the attached **Exhibit A** (the "**Property**").

Subject however, to:

- (a) Real property taxes and assessments for the year _____ and thereafter;
- (b) Zoning and other regulatory laws and ordinances affecting the Property;
- (c) Matters that would be disclosed by an accurate survey;
- (d) Any plat affecting the Property; and
- (e) Easements, rights of way, limitations, conditions, covenants, restrictions, and other matters of record.

TOGETHER with all singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

MIAMI 3552569.5 79827/34910

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of any persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

	, LLC, a	a limited liability
	company	
	By: liability company, its sole	_, a limited member
	By:	, a mpany, its manager
Signature:	By:	(SEAL)
Print Name:	Name: Title:	
Signature:		
Print Name:		
STATE OF FLORIDA)	5.	
COUNTY OF MIAMI-DADE)		
The foregoing instrument was ac	knowledged before me this	day of
201_, by, as	of	, a limited
liability company, as manager of	, a,	limited liability
company, the sole member of	, LLC, a	limited liability
company, on behalf of the company. He	is personally known to	me or has produced a
driver's license as identification.		

Notary Public	
Print Name:	
Serial No. (if any):	

EXHIBIT D

AFFIDAVIT

STATE OF FLORIDA)) SS: COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant") as ______ of ______, a _____ limited liability company, as manager of _______, a _____ limited liability company, the sole member of _______, LLC, a ______ limited liability company ("Seller"), who being by me first duly sworn, deposes and says:

1. Seller is this day conveying its rights, title and interest in and to the real property more particularly described on the attached **Exhibit A** hereto (the "**Property**") to ______, a _____ ("**Buyer**").

2. There have been no improvements, alterations or repairs to the Property authorized by Seller for which the costs thereof remain unpaid; there are no construction, materialmen's or laborers' liens against the Property arising through work performed by or for Seller.

3. Pursuant to Section 1445 of the Internal Revenue Code, a transferee (buyer) of a U.S. Real property interest must withhold tax if the transferor (seller) is a foreign person. This Affidavit is given to inform Buyer that withholding of tax is not required upon Seller's disposition of a U.S. real property interest. Seller is not a nonresident alien for purposes of U.S. income taxation purposes.

Seller's U.S. taxpayer identifying number is ______. Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement made here could be punished by fine, imprisonment or both.

4. There are no parties in possession of the Property other than the tenants set forth on the list of tenants attached as **Exhibit B** hereto.

5. There are no matters pending by or against Seller that could give rise to a lien that could attach to the Property between ______, 201___ at _____.m., the date of the last certification (the "Last Certification Date") of ______ Title Insurance Company (the "Title Company") Title Insurance Commitment No. ______ (the "Commitment") and the date of the recording of the deed (the "Deed") from Seller to Buyer. Seller has not executed, and will not execute, any instrument that would adversely affect the title to the Property except as contained in the Commitment. Seller will indemnify and hold Buyer and the Title Company harmless from all liens or title defects created by or against Seller subsequent to the Last Certification Date and prior to recordation of the Deed (provided, however, that Buyer

promptly instructs the Title Company to record the Deed and the Title Company promptly records the Deed).

6. Under penalties of perjury Affiant declares that he has examined this certification and to the best of his knowledge and belief it is true and complete.

FURTHER AFFIANT SAITH NOT.

By:	, a	limited
	mpany, its sole member	
By:		. a
	ited liability company, it	ts manager
		(07.1.1.1
	By:	(SEAL)
	Name:	(SEAL
		(SEAL
	Name:	(SEAL

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SWORN TO AND SU	JBSCRIBED before me this	day of	, 201_, by
, as	of	a	limited liability
company, as manager of	, a	limited	d liability company, the
sole member of	, LLC, a		d liability company, on
behalf of the company. He as identification.	_ is personally known to me or	has pr	oduced a driver's license

Notary Public	
Print Name:	
Serial No. (if any):	

EXHIBIT E

[INTENTIONALLY OMITTED]

MIAMI 3552569.5 79827/34910

EXHIBIT F

[INTENTIONALLY OMITTED]

MIAMI 3552569.5 79827/34910

EXHIBIT G

[INTENTIONALLY OMITTED]

MIAMI 3552569.5 79827/34910

EXHIBIT H

[INTENTIONALLY OMITTED]

MIAMI 3552569.5 79827/34910

ADDITIONAL DEFINITIONS

(a) "Agreement" shall mean this Agreement for Sale and Purchase of Property, executed by both Seller and Buyer.

(b) **"Business Day**" shall mean any day on which business is conducted by national banking institutions in Miami-Dade County, Florida.

(c) "**Closing**" shall mean the execution and delivery of the Deed, the Bill of Sale and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price.

(d) "**Confidentiality Agreement**" shall mean that certain Confidentiality Agreement, if any, concerning the Property executed by Buyer and delivered to Seller.

(e) "**County**" shall mean the County located in the State in which the Property is located.

(f) **"Deed"** shall mean the special warranty (or similar limited warranty) deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.

(g) "Due Diligence Reports" shall mean all reports, documents, studies, analyses, and other written information delivered by Seller to Buyer or obtained by Buyer with respect to the Property, including results of physical inspections, engineering studies, engineering drawings and specifications, surveys, Hazardous Materials Reports, soil tests, site plans, feasibility studies, market studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether obtained from governmental authorities or third parties); and all other work product generated by or for Buyer in connection with the Property. However, the term Due Diligence Reports shall specifically exclude any Hazardous Materials Reports unless and until such time as Seller has requested delivery of same in writing pursuant to the provisions of Section 6.3 of the Agreement and such have in fact been delivered to Seller in connection with such request.

(h) "Effective Date" shall mean the date set forth on the cover page of this Agreement.

(i) "General Intangibles" shall mean any and all warranties, guaranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that relate to the Real Property or the Personal Property.

(j) "Hazardous Materials" shall mean any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term "Hazardous Materials" includes, without limitation, any substance regulated under any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.

(k) "Hazardous Materials Reports" shall mean any and all studies, reports, analyses, information, or other written records regarding the presence or absence of Hazardous Materials at, on, in, under or relating to the Real Property.

(1) "Intangible Property" shall mean, to the extent the same is transferable by Seller, Seller's interest in the Leases, the Service Contracts, the Permits, the General Intangibles and any and all rights to the name of the improvements upon the Real Property.

(m) "Land" shall mean that certain parcel of real property located in the County and State, as more particularly described on the attached Exhibit A.

(n) "Leases" shall mean any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments and renewals thereof).

(o) "Outside Contractors" shall mean any and all contractors, subcontractors, vendors, surveyors, land planners, architects, engineers, suppliers, and/or consultants who are not agencies, departments, divisions or employees of Buyer.

(p) "**Permits**" shall mean any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Property.

(q) "**Personal Property**" shall mean all tangible personal property and fixtures owned by Seller and located on or attached to the Real Property. "**Personal Property**" does not include property owned by others such as Tenants under Leases or parties to Service Contracts.

(r) **"Property**" shall mean collectively the Real Property, the Personal Property and the Intangible Property.

(s) "**Prorations Date**" shall mean 12:01 a.m. local time (i.e., the time zone in which the Property is located) on the Closing Date.

(t) "**Real Property**" shall mean the Land together with Seller's interest in the buildings and other improvements and fixtures located thereon, together with all rights of ways, ingress and egress, easements, rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.

(u) "Security Deposits" shall mean the security deposits and prepaid rent specified in the Leases and which have not been previously forfeited by Tenants prior to the Closing Date. "Security Deposits" shall not include any security deposits or prepaid rent, whether or not provided for in the Leases, which were paid to Seller's predecessor(s) in interest to the Property and which were not delivered to Seller and are not in Seller's possession.

(v) "Seller Group" shall mean Seller and its member and manager and such member's trustee, master servicer, special servicer and certificate holders and their respective past, present, and future officers, directors, shareholders, general partners, limited partners, agents, representatives, heirs, successors, assigns and attorneys and their respective heirs, successors, and assigns.

(w) "Service Contracts" shall mean any and all written service, maintenance, supply, operating, or employment contracts or other agreements, however termed, affecting the use, ownership, maintenance, or operation of all or any part of the Property (but specifically excluding any Leases and any management agreements).

(x) "State" shall mean the state in which the Land is located.

(y) "Tenants" shall mean those persons or entities holding rights of tenants under Leases.

(z) "**Title Commitment**" shall mean the commitment for issuance of an owner's title insurance policy issued by the Title Company (or such other title insurance company licensed to do business in the State and selected by Buyer) in favor of Buyer in the full amount of the Purchase Price.

PROPERTY SPECIFIC PROVISIONS

<u>Property</u>. This is an agreement to purchase and sell land located in Escambia County, Florida consisting of approximately 33.8 acres of raw land, and all rights, privileges, easements and interests appurtenant thereto more particularly described on **Exhibit A**.

STATE SPECIFIC PROVISIONS

[FLORIDA]

<u>Radon Gas</u>. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantity, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

BUYER'S INSURANCE GUIDELINES

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the Buyer and Seller. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

These insurance requirements shall not limit the liability of the contractor. The Buyer and Seller do not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name the Buyer and Seller as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the contractor waives its right of recovery against the Buyer and Seller, to the extent permitted by its insurance policies.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary.

Commercial General Liability Coverage - Occurrence Form Required

Commercial General Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

Automobile Coverage

Automobile Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.

Workers' Compensation Coverage

Workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident/\$100,000 each employee/\$500,000 policy limit for disease. The contractor shall also purchase any other coverage's required by law for the benefit of the employees.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which reflect the Buyer and Seller as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Buyer and Seller at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Buyer and Seller as least 15 days prior to coverage renewals.

If requested by the Buyer and Seller, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Buyer and Seller, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

10. Recommendation: That the Board, regarding the acquisition of real property for public boat ramp facilities on Lillian Highway, authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40.03 acres), located at 10836 Lillian Highway, for the appraised amount of \$1,235,000, which is the highest of two appraisals, and subject to completion of the due diligence process; RL REGI, Florida, LLC, owns three contiguous parcels of property totaling approximately 40.03 acres, located at 10836 Lillian Highway, with frontage on Perdido Bay; the owners listed the property for sale for \$1,900,000; staff had an appraisal performed by G. Daniel Green, dated February 29, 2012, which placed a value of \$910,000; pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals; staff had another appraisal performed by Brantley & Associates, dated May 1, 2012, which placed a value of \$1,235,000 for the approximately 40.03 acres of property; the average of the two appraisals is \$1,072,500; the owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley appraisal; the owners indicated that they were firm on this price and were not amenable to accepting less; the acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST); improvements currently in the planning stage for the public boat ramp facilities on Lillian Highway (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA): NO FUNDING IS AVAILABLE AT THIS TIME TO MAKE ANY IMPROVEMENTS TO THIS PARCEL: ANY FUNDING FOR SUCH IMPROVEMENTS WILL NEED TO BE THROUGH GRANTS OR INCLUDED IN THE NEXT ROUND OF LOCAL OPTION SALES TAX (LOST) IN 2017 (Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps).

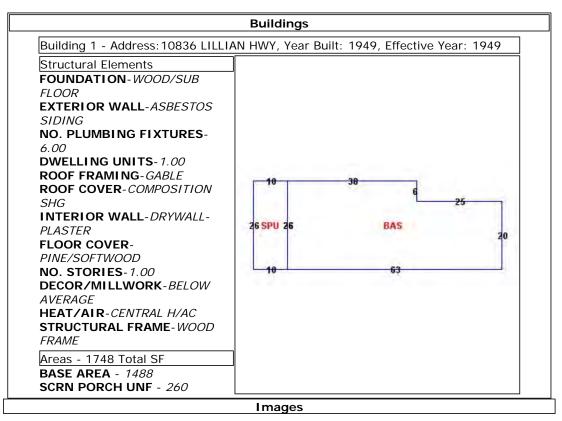
Approved 5-0

PARCEL 1

Source: Escar	nbia County Property App	<u>Back</u> praiser	Restore Fu	I Page Version
General Informa			2011 Certified Roll Ass	-
Reference: Account:	162S314002000027 093940100		Improvements: Land:	\$0 \$744,906
Owners:	RL REGI FLORIDA LLC			\$744,900
Mail:	700 NW 107TH AVE STE 2	200	Total:	\$744,906
Ivian.	MIAMI, FL 33172	200		
Situs:	10836 LILLIAN HWY 3250	06	<u>Save Our Homes:</u>	\$0
Use Code:	NON-AG ACREAGE		Disclaime	<u>c</u>
Taxing Authority:	COUNTY MSTU		Amendment 1 Ca	lculations
Tax Inquiry:	Open Tax Inquiry Window	V		
	courtesy of Janet Holley, y Tax Collector			
Sales Data			2011 Certified Roll Exe	emptions
Jourse Data		Official	None	
Sala Data Ba		Records		
Sale Date Boo		(New	Legal Description	
		Window)		
09/30/2010 668		View Instr	GOV'T LT 1 LESS E 198 ALL THAT POR OF LT 4	
		View Instr	OF CENTER OF CHANN	
10/2006 601		View Instr	BAYOU HERRON &	
		View Instr		
07/2004 545		View Instr		
01/1912 117		<u>View Instr</u>	Extra Features	
Official Records Escambia Count	Inquiry courtesy of Ernie Le y Clerk of the Court	e Magaha,	None	
Parcel	Restore Map	<u>Get Ma</u>	p Image Launch Int	eractive Ma
Section Map Id: <u>16-2S-31</u> Approx. Acreage: 29.4100		1	1004-1	
Zoned: R-2		4002-2	7	5002
	2000-200-1		-	5003-1-1
	2000 170-1	4002		5005
	2000 2000-150-1 2000-140-1 2000-130-1	1		5006

PARCEL 2

Back Source: Escambia County Property Appraiser Restore Full Page Version General Information 2011 Certified Roll Assessment Reference: Improvements: \$37,583 162S314002000000 Account: 093922000 Land: \$279,680 **Owners**: **RL REGI FLORIDA LLC** Mail: 700 NW 107TH AVE STE 200 Total: \$317,263 MIAMI, FL 33172 Save Our Homes: \$0 Situs: 10836 LILLIAN HWY 32506 Use Code: **Disclaimer** SINGLE FAMILY RESID Taxing COUNTY MSTU Authority: Amendment 1 Calculations Tax Inquiry: **Open Tax Inquiry Window** Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector Sales Data 2011 Certified Roll Exemptions Official None Records Sale Date Book Page Value Type (New Legal Description Window) BEG 640 FT S OF NE COR OF LT 09/30/2010 6687 1350 \$912,600 WD View Instr 4 CONTINUE S 650 FT W PARL 08/20/2010 6628 953 \$2,252,600 WD View Instr WITH N LI OF LT 750 FT TO CENTER OF CHANNEL... View Instr 07/2004 5454 1715 \$2,070,000 WD 01/1978 1188 748 \$100 WD View Instr Extra Features Official Records Inquiry courtesy of Ernie Lee Magaha, FRAME GARAGE Escambia County Clerk of the Court Parcel Restore Map Get Map Image Launch Interactive Map Information Section Map ld: 16-2S-31 4002-27 Approx. Acreage: 7.3100 507.39 Zoned: R-2 4002 2000.760. 452.96 d' 188 2000-150-1 315-2000-140-1 365-2000-130-1



None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

PARCEL 3

Со. шоо. Гоо	amplia C	Back	•		
[ounty Property Appraise	er		Full Page Version
General Inform				2011 Certified Roll A	
Reference:		315006000000		Improvements:	\$0
Account:		16000		Land:	\$134,490
Owners:		GI FLORIDA LLC			
Mail:		IW 107TH AVE STE 200 I, FL 33172		Total:	\$134,490
Situs:		D LILLIAN HWY BLK 32506		<u>Save Our Homes:</u>	\$0
Use Code:	VACA	NT RESIDENTIAL		Disclaim	<u>ier</u>
Taxing Authority:	COUN	TY MSTU		Amendment 1 C	alculations
Tax Inquiry:	<u>Open</u>	Tax Inquiry Window			
Tax Inquiry lin Escambia Cour		sy of Janet Holley, Collector			
Sales Data				2011 Certified Roll Ex	xemptions
Sale Date Bo	ook Pag	e Value Type Reco	cial ords ew	None Legal Description	
07/2004 54 06/2004 54	628 953 454 171	3 \$2,252,600 WD View 5 \$2,070,000 WD View 7 \$70,000 WD View	Instr Instr Instr Instr	N 15A OF S 55A OF L 1350 LESS OR 1055 BLANTON LESS MINE	P 144-
	s Inquiry	courtesy of Ernie Lee Mag		None	
Parcel		Restore Map	Get Ma	p Image Launch I	nteractive Ma
Section Map Id: <u>16-2S-31</u> Approx.		5005	52.05	c	-
Acreage: 3.3100 Zoned: <u>R-2</u>	7			2	136 OLYNE DR
	4002-27	5006 5006 141.68 4001-1	1 400 M	147.07 25 1100-10-2 176.56 1100-280-2	49 130.62 75 49 130.62 75 1,1 1,1 1,2 1,2 1,2 1,2 1,2 1,2 1,2 1,2
		141.68	5007-	226.57 × 213.29	179.4

LILLIAN HIGHWAY 40.03 ACRES-VACANT LAND PARCEL 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000 PENSACOLA, FLORIDA 32506 ESCAMBIA COUNTY



103 baybridge drive • gulf breeze, fl 32562 tel 850.934.1797 • fax 850.932.8679

G. DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

Lillian Highway 40.03 Acres Vacant Land PARCEL 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000 Pensacola, FL 32506 Escambia County

REPORT DATE

February 29, 2012

INSPECTION DATE

February 27, 2012

CLIENT/INTENDED USER

Board of County Commissioners Escambia County, FL c/o Judy Cantrell or Larry Godwin Public Works Department 3363 West Park Place Pensacola, FL 32505

Prepared By: G. Daniel Green, MAI, SRA

Certified General Appraiser

RZ836

G. Daniel Green & Associates, Inc. 103 Baybridge Gulf Breeze, Florida 32561 Telephone (850) 934-1797 Fax (850) 932-8679 appraisal@gdanielgreen.com



February 29, 2012

Board of County Commissioners Escambia County, FL c/o Judy Cantrell or Larry Godwin Public Works Department 3363 West Park Place Pensacola, FL 32505

Re: Lillian Highway 40.03 Acres Vacant Land Parcel 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000 Pensacola, FL 32506, Escambia County

Dear Ms. Cantrell or Mr. Godwin:

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property.

Based on the inspection of our office, and the investigation and analyses undertaken, we have formed the opinion, as of February 27, 2012, the date of inspection, subject to the attached assumptions and limiting conditions, the subject property has a market value of:

<u>\$910,000</u> NINE HUNDRED AND TEN THOUSAND DOLLARS AS-IS FEE SIMPLE INTEREST February 27, 2012



Ms. Cantrell or Mr. Godwin:

The above value opinion is subject to the limiting conditions and general assumptions set forth in this document.

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.

The following is a summary report of an appraisal utilizing the Direct Sales Comparison approach to value, solely. Due to the subject property being vacant land, the Income and Cost Approaches to value have been omitted. As such, the Direct Sales Comparison Approach will be utilized to provide an indication of the Market Value of the Fee Simple Interest in the subject. This report has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2010 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the scope of work have concluded to a credible opinion of value.

In addition to the included assumptions and limiting conditions, the following also apply:

- 1. The Escambia County Property Appraiser's website was used as a reference to extract the acreage measurements for the subject property. No additional information was provided to our office by the client or any third party. All representations (i.e. site dimensions, county information, etc.) in this appraisal report are based on the best information available and are accurate to the best of the appraiser's knowledge at the time of observation. The reader should perform his/her own due diligence when reading the appraisal report. It is an extraordinary assumption that these calculations are correct and if any information is provided to our office stating otherwise all opinions, conclusions or determination of values in this appraisal report may be subject to change.
- 2. The Escambia County Public Works Department "authored" an aerial photograph of the subject property. These three parcels, totaling approximately 40 acres, are thought to be 25% wet in nature. The wetlands are denoted by cross hatch markings on the photo (furnished on page 33 of the appraisal) and account for approximately 10 acres. This appraisal is based on the premise that the subject property indeed only has 10 acres that are wet in nature. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.
- 3. The Escambia County Property Appraiser's website indicates "Parcel B" is improved with a 1,488 square foot home that was built in 1949. All aerial imagery indicates this structure no longer exists. This report is therefore, written based on the extraordinary assumption that this structure has indeed been razed or is of little to no contributory value to the subject property. If this extraordinary assumption is invalid, all opinions, conclusions or determination of values within this report may be subject to change.
- 4. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.

Respectfully submitted,

G. Daniel Green, MAISRA State-Certified General Real Estate Appraiser #RZ836

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	40.03 acres of vacant land off of Lillian Highway, located in Pensacola, Florida, in Escambia County, Florida.
OWNERSHIP:	RL REGI FLORIDA LLC 700 NW 107 th Avenue Suite 200 Miami, Florida 33172
LOCATION OF PROPERTY:	Located on the northwest side of Lillian Highway, in Pensacola, Florida. The property is portion of Section 16, Township 2 South, Range 31 West, Escambia County, Florida.
PURPOSE OF APPRAISAL:	The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a current date and the prospective date of completion.
PROPERTY RIGHTS APPRAISED:	Fee simple ownership rights.
DATE OF REPORT:	February 29, 2012
DATE OF VALUATION:	February 27, 2012– As-Is Value & Date of Inspection
ASSESSMENT:	\$1,196,659- per Escambia County Records
TAXES:	\$18,117as of 12/31/11 - see tax section for more detail
ZONING CLASSIFICATION:	R2, Single-Family Residential District, Low Density (Escambia County) - see zoning section for more detail
SITE AREA:	40.03 +/- Acres or 1,743,707 SF –of which 10/Ac is deemed wetlands by Escambia Co. Public Works
HIGHEST AND BEST USE	
AS VACANT	Hold for Future Development
AS IMPROVED	Residential Single Family Development

VALUE INDICATIONS:

Direct Sales Comparison Approach	\$910,000
Final Value Opinion	\$910,000



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IDENTIFICATION OF TYPE OF APPRAISAL AND REPORT FORMAT

This is a complete summary appraisal report that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice.

APPRAISAL PREPARED FOR & INTENDED USER

Board of County Commissioners Escambia County, FL c/o Judy Cantrell or Larry Godwin Public Works Department 3363 West Park Place Pensacola, FL 32505

PURPOSE OF APPRAISAL

The purpose of this appraisal is to provide an opinion of the fee simple value of the subject property as of the effective date of this appraisal.

INTENDED USE OF APPRAISAL

It is our understanding this appraisal shall serve as a valuation guideline for internal decision-making.

DATE OF REPORT

February 29, 2012

DATE OF VALUE OPINION

February 27, 2012 - "As-Is" value & Date of Inspection

PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised include all present and future benefits and rights of the property associated with the *fee simple* ownership position, free and clear of other leases, mortgage indebtedness, other liens or special assessments against the property. The Appraisal Institute defines Fee Simple ownership rights as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat".

1 2002 The Dictionary of Real Estate Appraisal – Fourth Edition



SCOPE OF WORK

<u>Scope of Work</u> is defined in the preamble to Standard 1 as follows: The type and extent of research and analysis in an assignment.

"In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal."

Identification of the Problem:

As stated previously, we have been engaged by the Board of County Commissioners, Escambia County, FL, c/o Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place, Pensacola, FL 32505 to develop the "As-Is" market value of the fee simple interest in the property located onLillian Highway, Pensacola, FL 32506 and identified by the Escambia County Property Appraiser's Office by Parcel ID #16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000.This property is in the southern portion of Escambia County.

Determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal:

The subject property was observed, photographed and analyzed.

Neighborhood influences were analyzed and considered. Market forces were analyzed including the supply and anticipated supply of comparable properties, sales and listings of comparable properties. Other activities undertaken included examination of commercial real estate values, site development costs, expected levels of developers profit and zoning and land use regulations.

Local and national data sources were reviewed for timely factors, rates, costs and values as they pertained to the subject property as of the date of valuation. This was supplemented with interviews of real estate brokers in the Escambia County market area.

Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authority, zoning authority, the Escambia County Property Appraiser's Office and market participants.

Specific market data utilized in this valuation analysis was collected from inner-office files and from the public records of various counties within the Florida panhandle (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

The nature of the market data collected has been determined based upon a thorough analysis of the subject property and resulting highest and best use analyses. Within the confines of this analysis, we have made an examination of all available and pertinent

market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas in order to obtain a sufficient quantity of market data.

The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which is considered to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The following information has been relied upon and/or considered in the performance of this valuation analysis:

- Aerial and section maps prepared by the Escambia County Property Appraiser's Office and available on their website.
- Zoning of the subject and comparable sales data compiled from Escambia County and the City of Pensacola.
- Personal observation of the subject property

After considering the analyses of the data using the applicable approaches to value, a final opinion of the market value of the fee simple interest will be provided. This report constitutes a summary appraisal analysis.

This Summary appraisal utilizes one approach to value, the Direct Sales Comparison Approach. The Cost and Income Approaches do not apply to the subject property due to the fact that we are valuing vacant land.

The Direct Sales Comparison Approach will utilize the sales of comparable vacant land properties within the subject's market area. Adjustments for differences in financing, size, shape, and other pertinent conditions of sale will be considered. After appropriate adjustment, a value indication for the subject via the Direct Sales Comparison Approach will be derived.



DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a) buyer and seller are typically motivated;
- b) both parties are well informed or well advised and acting in what they consider their own best interests;
- c) a reasonable time is allowed for exposure in the open market;
- d) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹¹

^{*} Federal Deposit Insurance Corporation (FDIC) definition of market value based on: OCC: 12 CFR 34, subpart D;

FRB: 12 CFR Part 208, subpart C; FDIC: 12 CFR Part 365; and OTS: 12 CFR Parts 545 and 563.

PARCEL MAP PER ESCAMBIA COUNTY



AERIAL MAP PER ESCAMBIA COUNTY





SITE DESCRIPTION

Parcel Address:

Lillian Highway, Pensacola, Florida 32506, Escambia County.

Dimensions and Area:

The subject property has irregular dimensions and has a total site area of 40.03 + - a cres or 1,743,707 + - SF.

Shape:

The subject property isirregularin shape individually and collectively.



Easements:

None are known. No information was provided to our office on the presence of easement that may affect the value in any way.

Topography:

The subject property is rolling and typical for the area, but includes some wetland areas as detailed below.

Location in Block:

The subject property is an interior parcel with 590 +/- feet of frontage to Lillian Highway.

Street Improvements:

Lillian Highway is a two lane, county maintained highway that is in average condition.

Utilities:

ECUA provides water and garbage service. A septic tank is required for sewer services.

Environmental:

We are not aware of any environmental contamination evident to this property with no visible sources noted upon inspection, however, we are not experts in this matter and a qualified professional should evaluate this land prior to any closing.



Location:

Location adjustments are applied for use, in this case commercial/multi-family residential use, are quantifiable based on a number of issues such as traffic count, convenience, parking etc. The subject property and Sale 3 offer a 9,400 AADT, while comparable Sales 1 and 2 are traveled by less than 5,900 cars daily. Given these traffic counts, applicable parking, and convenience, each sale received applicable adjustment for location.

Topography:

The subject property is relatively level. All sales are similar.

Zoning:

Zoning is considered significant due to the County's allowable development on a certain parcel. The subject is zoned R-2, allowing for 4 dwellings per acre. Comparable Sales 1 and 2 have similar zoning so no adjustment is noted. Sale 3 hasless restrictive zoning and required a downward adjustment.

Road Frontage:

The number of front feet is essential to determining the value of a vacant land parcel. The greater the frontage along a specific road/highway and/or waterway, the more valuable and attractive the parcel becomes to a potential buyer. The subject has substantial Lillian Highway and Perdido Bay frontage. None of the comparable sales required an adjustment after calculating the roadfrontage/parcel size ratio for the subject and the comparables.

Site Acreage:

Acreage adjustments are applied where great anomalies are apparent in the size of the comparable sales. The adjustments made here may seem analogous to the process, however due to the laws of economy of scale, larger parcels of vacant commercial land will reflect less value in terms of price per acre as compared to smaller parcels even though the value of the piece may be greater. Keeping this theory in mind, all three sales required a negative adjustment; Sale # 3 being the largest at -20%.

Utilities:

The availability of utilities is important when developing a site. All comparable sales as well as the subject property have adequate access to utilities. No adjustments were deemed necessary.

Shape:

The shape of a parcel is important for development purposes. The more rectangular a parcel is, the more a parcel can be utilized by a potential developer. The subject property and Sale 3 areirregular in shape. Sale 1 and 2 merited a small negative adjustment for their rectangular shape.

Corner/Interior:

Corner parcels in the commercial market usually sell for more than interior parcels due to their dual frontage. The subject property and all sales are interior parcels; therefore, no adjustments are applied.

Water Frontage:

The subject property has Bridge Creek frontage as well as 450 feet fronting Perdido Bay. Sale 1 has 303' on Escambia Bay; small positive adjustment. Sale 2 has only 95' on Escambia Bay; inferior adjustment. Sale 3 has 278' on Bridge Creek; inferior adjustment.

Reconciliation

The range of price per acre values has been narrowed due to the adjustments to reflect a value of \$17,895, \$18,567, & \$31,237 per acre of property with a mean value of \$22,566. This indicates a range in value for the subject property between \$716,337 and \$1,250,417. All three comparable sales are considered good to excellent indicators of value for the subject property. We gave most weight towards comparable Sales 1 & 3 as they required the least amount of gross adjustments. The following grid illustrates the relative weighting process applied to arrive at our indicator of value for the subject property.

Comparable Sale	Address	Adj Price/Acre	% Applied	Indicator
Sale 1	1499 Pearson Road	\$17,895	40%	\$7,158
Sale 2	1479 Pearson Road	\$18,567	25%	\$4,642
Sale 3	10900 Lillian Highway	\$31,237	35%	\$10,933
Total				\$22,733
Rounded				

Site Size(Acres)	Reconciled Price/AC	Overall Value
40.03	\$22,733	\$910,002
Rounded to		\$910,000

<u>\$910,000</u> NINE HUNDRED AND TEN THOUSAND DOLLARS VIA THE DIRECT SALES COMPARISON APPROACH FEBRUARY 27, 2012



RECONCILIATION AND FINAL VALUE OPINION

The final reconciliation section discusses the respective value indications, analysis of the methods used, and the strength of the data compiled for each technique, and explains the reasoning behind identifying a single point of value.

The purpose and ultimate goal of the reconciliation is to form a meaningful, credible conclusion about the final opinion of value.

The one approach to value provided the following value indication:

Direct Sales Comparison Approach \$910,000

Direct Sales Comparison Approach

When an adequate amount of data is available, the sales comparison approach is the best valuation technique because it directly reflects buyers and sellers actions. In this analysis, all of the sales in the direct comparison grid are in the general area, are fairly recent, and all are reasonably similar type properties. These sales were analyzed with a quantitative/qualitative analysis and, after accounting for minor physical differences, a range of value was developed and reconciled, which is consistent with market practice. The direct sales comparison approach is felt to be a good indicator.

Final Value Opinions

The Direct Sales Comparison and Income Approaches to value lent very good support to this indication of value. After reviewing the strengths and weaknesses of the data and methods for the valuation techniques, slightly more weight is accorded the Sales Comparison Approach, based on similarity of the comparable sales data, with relatively consistent results from the adjustment process, and the inherent weakness in the Income Approach when applied to an owner occupied property, with respect to establishing economic rent, rather than addressing contract rent such as with a lease. Therefore the final value opinion for the fee simple interest in the appraised property is reconciled to:

<u>\$910,000</u> NINE HUNDRED AND TEN THOUSAND DOLLARS "AS-IS" VALUE FEE SIMPLE INTEREST FEBRUARY 27, 2012

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of the Appraisal Institute.

Due to the current market uncertainty in the US and local real estate economy, the opinions and conclusions herein are effective as of the appraisal date only.

G. Daniel Green & Associates, Inc.

In addition to the included assumptions and limiting conditions, the following also apply:

- 1. The Escambia County Property Appraiser's website was used as a reference to extract the acreage measurements for the subject property. No additional information was provided to our office by the client or any third party. All representations (i.e. site dimensions, county information, etc.) in this appraisal report are based on the best information available and are accurate to the best of the appraiser's knowledge at the time of observation. The reader should perform his/her own due diligence when reading the appraisal report. It is an extraordinary assumption that these calculations are correct and if any information is provided to our office stating otherwise all opinions, conclusions or determination of values in this appraisal report may be subject to change.
- 2. The Escambia County Public Works Department "authored" an aerial photograph of the subject property. These three parcels, totally approximately 40 acres, are thought to be 25% wet in nature. The wetlands are denoted by cross hatch markings on the photo (furnished on page 33 of the appraisal) and account for approximately 10 acres. This appraisal is based on the premise that the subject property indeed only has 10 acres that are wet in nature. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.
- 3. The Escambia County Property Appraiser's website indicates "Parcel B" is improved with a 1,488 square foot home that was built in 1949. All aerial imagery indicates this structure no longer exists. This report is therefore, written based on the extraordinary assumption that this structure has indeed been razed or is of little to no contributory value to the subject property. If this extraordinary assumption is invalid, all opinions, conclusions or determination of values within this report may be subject to change.
- 4. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.

Respectfully Submitted,

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G. Daniel Green, MAI, SRA State-Certified General Real EstateAppraiser RZ836



SUMMARY APPRAISAL REPORT

WATERFRONT RESIDENTIAL ACREAGE

LOCATED AT 10836 LILLIAN HIGHWAY AND HERON'S BAYOU IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF APRIL 26, 2012

B&A File No.: VWF12MM6862; Client File No.: P.O. 121166



PREPARED FOR

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE, 2ND FLOOR, SUITE 11, 101 PENSACOLA, FLORIDA 32591

BY

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505 PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



Appraisal Institute MAI

R. SHAWN BRANTLEY, MAI

Brantley & Associates Real Estate Appraisal Corp.

Pensacola

R. Shawn Brantley, MAI, CCIM FL: Cert Gen RZ 289 AL: Certified General Real Property Appraiser G00419

Barb ara M. Martin, MAI FL: Cert Gen RZ 2552

Bruce A. Black FL: Cert Gen RZ 2714

Mobile

*

Panama City

Barb ara S. Br antley, CPA Administration & Finance

David C. Singleton, MBA FL: Trainee RI 23431 AL: Certified General Real Property Appraiser G01003

> Torri L. Matherne FL: Cert Gen RZ 2987

Mich ael Miragliott a FL: Cert Gen RZ 2173

May 1, 2012

Judy Cantrell Real Estate Acquisition Specialist Board of County Commissioners, Escambia County Florida 213 Palafox Place, 2nd floor, Suite 11, 101 Pensacola, Florida 32591

*

Re: Summary Appraisal Report of residential waterfront land at the 10836 Lillian Highway, along Heron's Bayou, Pensacola, Escambia County, FL. B & A File #: VWF12MM6862; PO 121166

Dear Ms. Cantrell:

Per your request, we have made a personal inspection of the above referenced property for the purpose of obtaining an opinion of the fee-simple market value, as of the effective date cited herein.

The appraised property is 33.8 effective acres of waterfront, residential land. The property is located at the 10836 Lillian Highway, just north of Highway 98, and on the east bank of Heron's Bayou, in Pensacola, Escambia County, Florida.

The date of inspection of the subject property was April 26, 2012, which is the effective date of this report. We have analyzed the data, made comparative analysis for the subject, and have obtained an opinion of the fee-simple market value of the above referenced property, as of the April 26, 2012, at:

FINAL VALUE ESTIMATE ONE MILLION TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$1,235,000) INCLUDING AN ALLOWANCE FOR ACCOMPLISHED ENGINEERING & FOR DEMOLITION

ALLOCATED AS FOLLOWS:

As Clean Land Value Only	\$1,	220,000
ADD: Intangible Value of engineering and survey documents:	\$	30,000
DEDUCT: Estimated cost of demolition and removal	(\$	15,000)
Final Value Estimate:	\$1,	235,000



The above value opinion is subject to the limiting conditions and general assumptions included in the body of this report plus the following extraordinary assumptions and/or hypothetical conditions:

- (1) We discovered an abandoned, rusted aboveground fuel storage tank on the subject property (see photography). We are not experts in the detection of environmental contamination. We have appraised the subject property under the extraordinary assumption that it is free of any type of environmental contamination. We recommend that any reader secure appropriate environmental studies to ascertain the presence or absence of any type of contamination. This valuation is pertinent only to the market value of the property if it is found free of environmental contamination of any type.
- (2) We discovered a Preliminary Plat and expired Development order for a stalled subdivision of the subject property and we have relied upon the acreage estimates and other information associated with this information in completing this appraisal. We assume it to be correct.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount that would result in the approval of a loan.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,

R. Shawn Branthey, MAI

R. Shawn Brantley, MAI, CCIM Cert Gen RZ 289 Florida

United Minglinto

Michael Miragliotta Cert Gen RZ 2183 Florida

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION:	Waterfront residential land
OWNERSHIP:	RL REGI Florida, LLC 700 NW 107 th Ave, Suite 200 Miami, FL 33172
LOCATION OF PROPERTY:	10836 Lillian Highway Pensacola, Florida 32506
PURPOSE/INTENDED USE:	To obtain an opinion of the market value of the subject property, as of the effective date.
PROPERTY RIGHTS APPRAISED:	Fee-Simple
DATE OF VALUATION:	April 26, 2012
DATE OF REPORT:	May 1, 2012
2011 ASSESSMENTS:	\$1,196,659
2011 TAXES:	\$18,676.91
ZONING DISTRICT:	R-2, Residential
FUTURE LAND USE:	MU-S, Mixed Use Suburban
LAND AREA:	33.8 acres
HIGHEST AND BEST USE "AS VACANT":	Recreational Residential
VALUATION:	
FINAL VALUE OPINION:	\$1,235,000

DATE OF REPORT

May 1, 2012, which is the day the report was completed and sent to the client.

DATE OF INSPECTION

The property was last inspected on April 26, 2012.

DATE OF VALUE ESTIMATE

April 26, 2012.

PROPERTY RIGHTS TO BE APPRAISED

We have appraised the fee simple estate in the subject property. Fee Simple is essentially the highest ownership interest possible that can be had in real property; however, it is limited by governmental powers of taxation, eminent domain, police power, and escheat; and it could also be limited further by certain encumbrances or conditions in the deed or other limitations of record.

LEGAL DESCRIPTION

A copy of the legal description for the subject was obtained from the last deed of record, a Special Warranty Deed in OR Book 6687, Page 1350 identified as Parcels 1 and 2.

INTENDED USE OF APPRAISAL

It is our understanding that this appraisal will be used for assisting the client in potential acquisition of the property.

INTENDED USER OF APPRAISAL REPORT

The intended user of this report is our client, Escambia County Board of County Commissioners.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of subject as of the date specified.

SCOPE AND EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, Escambia County Property Appraiser, Escambia County Planning and Zoning Department, Escambia County Public Records, Escambia County Tax Collector, GIS and aerial maps and local utility companies. We were also provided a topographical survey of the subject site, which defines specific upland and wetland areas, upon which we rely for definition of the subject property. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company). This firm has completed a number of appraisal assignments in the immediate area. The appraiser was able to identify the subject property utilizing information provided by the public records. After inspecting the property, we have gathered the necessary information for use with the sales comparison approach to value. The appraiser gathered this information from public records, Pensacola Multiple Listing Service, and Metro Market Trends (a data base company). The sales comparison method will involve physical comparison with similar undeveloped properties, which have sold recently. After obtaining a value indication from this approach, we reconcile to a final value estimate.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. For this Summary appraisal report, data collected during inspection of the subject property included extensive observation, photographing, and traversing through navigable interior roadways. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search was limited to the SMSA of Escambia and Santa Rosa County, Florida and Southeast Alabama, with the most emphasis placed on those areas most proximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

Research of comparable land sales included small land parcels within Escambia, Santa Rosa, and Baldwin Counties. Although we selected the most recent comparable sales for comparison, the time period of our search included the present date back to

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January 2007. Data sources employed include discussions with city and county government officials, County Property Appraisers, County Planning and Zoning Departments, County Public Records, County Tax Collectors, GIS and aerial maps, Realtor Publications, Metro Market Trends, and local utility companies.

After careful analysis of the data collected, the appraiser has given consideration to all three approaches to value. The inapplicability of any approach is noted in the report. Similarly, the confirmation of sales is noted with respect to each. The report is prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The report is a Summary appraisal report.

ASSESSMENT AND TAXES

The subject property is identified by the Escambia County Property Appraiser's Office as Parcel ID No's. 16-2S-31-4002-000-027, 16-2S-31-4002-000-RL REGI Florida, LLC, 700 NW 107th Avenue, Suite 200, Miami, Florida 33172. The total 2011 assessment is reported as \$1,196,659, allocated \$1,159,076 to the land. The total 2011 tax liability for the subject property is \$18,676.91, including \$102.89 for fire tax. We are not aware of any special tax assessments that are pertinent to the subject.

PROPERTY REFERENCE NO.	ACREAGE PER	2011 ASSE	SSEMENT	2011 TAXES
FROFERTI REFERENCE NO.	COUNTY	LAND	IMPROVEMENTS	2011 TAXES
16-2S-31-4002-000-027	29.41	\$744,906.00	\$0.00	\$11,573.06
16-2S-31-4002-000-000	7.31	\$279,680.00	\$37,583.00	\$5,004.41
16-2S-31-5006-000-000	3.31	\$134,490.00	\$0.00	\$2,098.57
TOTAL	40.03	\$1,159,076.00	\$37,583.00	\$18,676.04

HISTORY OF PROPERTY

The most recent transaction regarding the property occurred in a Special Warranty Deed recorded on February 9, 2011 in the Escambia County Public Records Book 6687, on Page 1350 in which the subject property was transferred from Regions Bank, an Alabama Corporation (Grantor) to RL REGI Florida, LLC, a Florida Limited Liability company (Grantee).

Prior to this transaction the transfer of the subject property occurred in a Warranty Deed/Deed in Lieu of Foreclosure recorded in Escambia County Public Records Book 6628 Page 953. On August 25, 2010, Regions Bank acquired the subject from Heron's Forest Development Company, a Florida Corporation. This is for an indicated consideration of \$2,252,571, which likely represents the outstanding balance of a defaulted mortgage loan. On February 9, 2011, Regions Bank transferred the subject property to RL REGI Florida, LLC for consideration of \$912,600 based on the documentary stamp tax of \$6,388.20. We researched the grantee but were unable

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to identify the principals. We have been unable to determine if this is an "arm's length" transaction, but suspect that it is not. Copies of these deeds have been placed in the addenda for the reader's reference.

These transactions do not appear to represent an open market transaction and they included additional property that is not part of the subject property. Therefore we did not rely on it in our valuation process.

We are not aware of any active listings, contracts or sale or transactions other that show above involving the subject property.

We discovered a Preliminary Plat Development Order dated April 11, 2006 for "Lillian's Bayou" effectuating a subdivision of the subject property for 71 single family residential lots (2.31 lots / usable acre) along with paved street with curb. The Development Order was extended to April 6, 2011 at which time it expired. We have placed the Preliminary Plat Development Order and extension letter in the addenda of this report. According to Mr. Wayne Parker of Parker Merrill Shaw, Inc. a principal of the firm that performed the engineering and surveying, the cost to conduct the engineering services and other matters necessary to obtain the Development Order, was about \$60,000.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

SITE DATA

The subject site has an irregular configuration due the meandering shoreline of Perdido Bay, Heron's Bayou and the curving of Lillian Highway. The dimensions of the parcel are depicted on exhibits near the front of this report. The property is accessed by Lillian Highway, a paved 2-lane roadway.

A wetlands survey available from the Escambia County GIS mapping system identifies wetland along the east and west sides of the subject property. We have included this wetland map and latest survey prepared by Merrill Parker Shaw, Inc. in the front of this report for the reader's reference. These documents indicate that about 30% of the 33.8 acres of the sites developable area is wetlands and we would expect that certain areas along the shoreline are subject to recurrent flood during rising tidal waters.

The public records of the Escambia County Property Appraiser show the gross area of the subject site at 40.03 acres. We obtained from the Escambia County Planning Department an expired Preliminary Plat Development Order issued in April 11, 2006, showing the proposed subdivision was of 33.8 acres, which excludes the undevelopable sawgrass area (+-6 acres apparently un-useable sawgrass & recurrently flooded land subject to governmental sovereignty). The 33.8 acres includes 10.32 aces of ACOE wetlands. A copy of the Preliminary Plat has been placed in the addenda. Therefore, we have concluded the potentially usable (or land that might be environmentally permitted for construction) to be 33.8 acres (effective land area).

All utilities are available to the subject property. Gravity sanitary sewer is nearby, on Lillian Highway. The site has very little slope, but based on the water direction the slope is to the north and northwest, terminating at the shoreline of Heron's Bayou and Perdido Bay. Land Value Analysis - We have an adjusted value range from \$28,796 to \$37,475 with a mean of \$34,546. Given the subjects sweeping bay view and impressive uplands, we reconcile towards the upper end of the range at \$36,000 per acre. Applied to the subject's 33.8 effective acres, this renders \$1,216,800, which has been rounded to \$1,220,000.

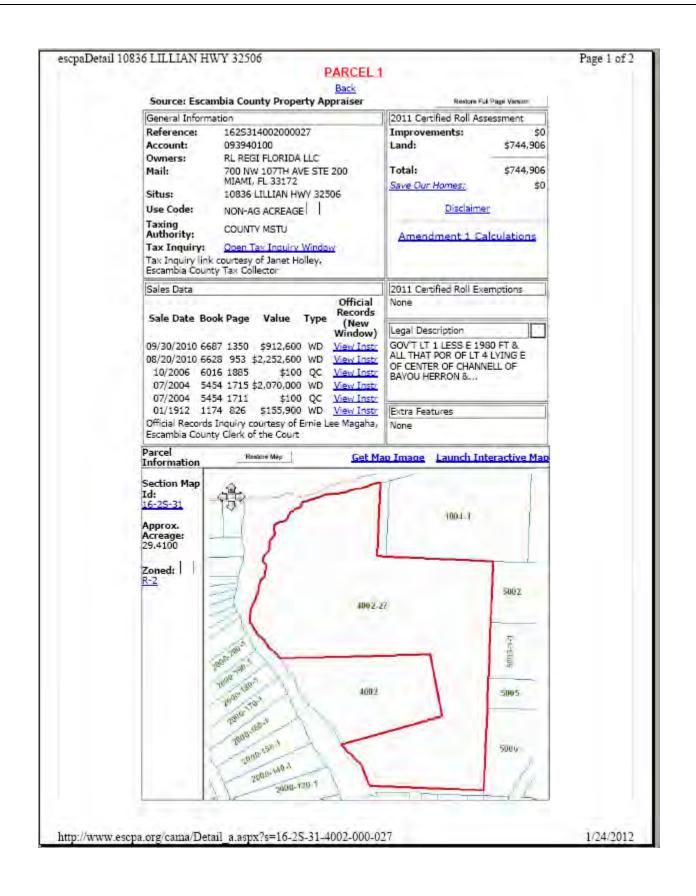
As previously discussed we have considered the intangible value of the engineering and survey development plans completed by Merrill Parker Shaw, Inc. as mentioned in the site description section. Development plans including wet land surveys, engineering and approvals that cost about \$60,000. It is our opinion these documents contribute an intangible value because they provide wetland determinations, surveying and additional benefits that could be used by a potential buyer. We believe a buyer would be willing to pay a contributory value of 50% of the cost or \$30,000, based upon the value of the documents to the property but also considering that they are costs already expended and basically encompassed within a captive or limited market for such engineering services.

We have also considered the cost to remove the abandoned buildings, rusted fuel storage tank and large pile of paving aggregate at \$15,000.

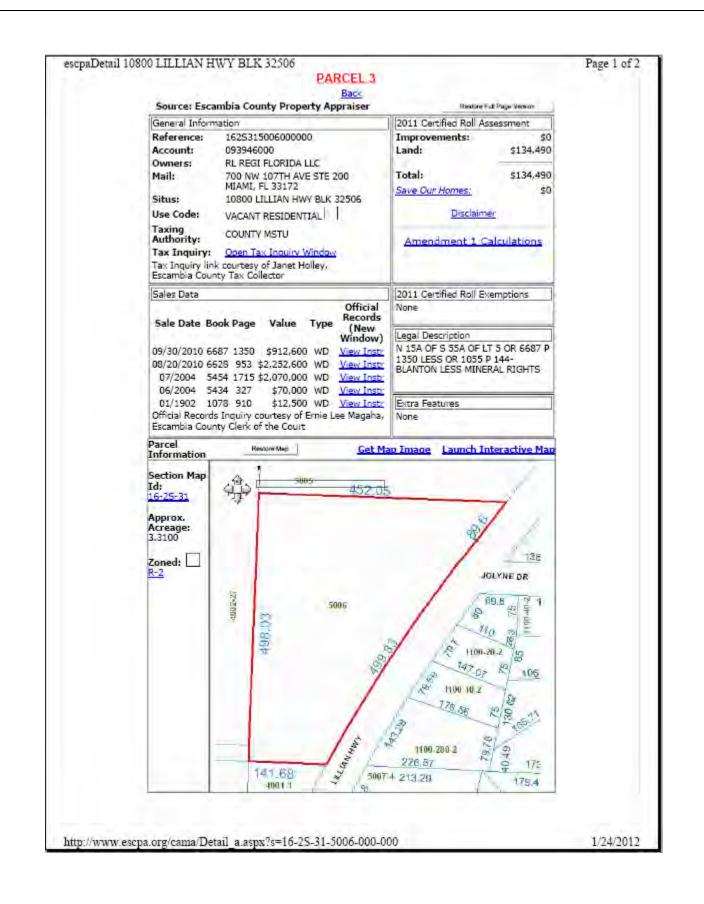
FINAL VALUE ESTIMATE ONE MILLION TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$1,235,000) INCLUDING AN ALLOWANCE FOR ACCOMPLISHED ENGINEERING & FOR DEMOLITION

ALLOCATED AS FOLLOWS:

Land Value As Clean	\$1,220,000
ADD: Intangible Value of engineering and survey documents:	\$30,000
DEDUCT: Estimated cost of demolition and removal	(\$15,000)
Final Value Estimate:	\$1,235,000







RL REGI FLORIDA, LLC PROPERTY @ 10836 LILLIAN HIGHWAY / PROPOSED ACQUISITION





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT LWG 07/15/12 DISTRICT 1

3 CONTIGUOUS PARCELS OWNED BY RL REGI FLORIDA LLC / APPROXIMATELY 40.03 ACRES / GREEN APPRAISAL: \$910,000 / BRANTLEY APPRAISAL: \$1,235,000



AI-4324	County Administrator's Report 13. 2.
BCC Regular M	eeting Discussion
Meeting Date:	05/16/2013
Issue:	Property Located at 8500 Block Elbert Street
From:	George Touart, Interim County Administrator
Organization:	County Administrator's Office
CAO Approval:	

RECOMMENDATION:

Discussion Concerning Communication from Aletha Johnson for Property Located at 8500 Block Elbert Street and a Partial Release Request for a Code Enforcement Lien Against Property Located on 3623 North "R" Street - George Touart, Interim County Administrator

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.)

BACKGROUND:

At the April 18, 2013, Board of County Commissioners' Meeting, the Board took no action concerning the March 5, 2013, email communication from Aletha Johnson requesting the Board forgive a Code Enforcement Lien against property located at 8500 Block Elbert Street.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



AI-4305	County Attorney's Report 13. 1.
BCC Regular M	eeting Action
Meeting Date:	05/16/2013
Issue:	Reschedule a Public Hearing to Consider Repealing the County Investment Advisory Committee
From:	Kristin Hual
Organization:	County Attorney's Office
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Rescheduling of a Public Hearing on June 10, 2013, at 5:33 p.m., for Consideration of Repealing Chapter 46, Article V, Division 2, of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee.

That the Board authorize rescheduling a Public Hearing for June 10, 2013, at 5:33 p.m., to consider repealing Chapter 46, Article V, Division 2 of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee.

BACKGROUND:

The County has retained an investment advisor to perform the duties of the County Investment Advisory Committee, and the County's ordinances establishing the committee require repeal.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

1	ORDINANCE	NUMBER 2013
2 3 4 5 6 7 8	CHAPTER 46, ARTICLE V, DIVISION ORDINANCES ESTABLISHING A	UNTY, FLORIDA REPEALING VOLUME 1, 2, OF THE ESCAMBIA COUNTY CODE OF COUNTY INVESTMENT ADVISORY LUSION IN THE CODE; PROVIDING FOR
9 10 11 12	WHEREAS, the Board of County Comr establishing a county investment advisory com retained an investment advisor to perform the	
13 14 15 16		nissioners further finds that the proposed repeal of e establishment of a county investment advisory
17 18 19	NOW, THEREFORE, BE IT ORDAINE COMMISSIONERS OF ESCAMBIA COUNTY,	
20 21 22	Volume I, Chapter 46, Article V, Divisio hereby repealed as follows:	n 2, of the Escambia County Code of Ordinances is
22 23 24 25	Section 1. Repealer. Chapter 46, Article V, Ordinances is hereby repealed in its entirety.	Division 2, of the Escambia County Code of
26 27 28 29 30	the provisions of this ordinance shall become a	ntention of the Board of County Commissioners that and be made a part of the Escambia County Code; renumbered or relettered and the word "ordinance" other appropriate word or phrase in order to
31 32 33	Section 3. Effective Date. This Ordinance : Department of State.	shall become effective upon filing with the
34 35	DONE AND ENACTED THIS D	AY OF, 2013.
36 37 38 39		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
40 41 42 43	ATTEST: PAM CHILDERS Clerk to the Circuit Court	BY: Gene M. Valentino, Chairman
44	BY:	
45 46 47	Deputy Clerk (SEAL)	
48 49	Enacted:	
50	Filed with Department of State:	
51 52	Effective:	



AI-4020	County Attorney's Report 13. 2.	
BCC Regular M	leeting Action	
Meeting Date:	05/16/2013	
Issue:	Record and Execute Liens against RMC Rapid Management Company and NIT Management, Inc. for Fire Suppression Costs at Cove Landfill a/k/a Raymar Pit	
From:	Charles Peppler, Deputy County Attorney	
Organization:	County Attorney's Office	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning Recording and Executing Liens against RMC Rapid Management Company and NIT Management, Inc. for Fire Suppression Costs at Cove Landfill a/k/a Raymar Pit.

That the Board take the following action against RMC Rapid Management Company and NIT Management, Inc. to recover fire suppression costs in the sum of \$267,477.86 with accrued interest, incurred by Escambia County on the real property known as Cove Landfill (a/k/a Raymar Pit) from January 22-28, 2013, pursuant to Part I, Section 82-20, Escambia County Code of Ordinances:

A. Authorize the Interim County Administrator or his designee to sign the attached Notices of Lien; and

B. Authorize the County Attorney's Office to record the Notices of Lien in the official records of Escambia County, Florida and to initiate foreclosure and execution proceedings in the Circuit Court of Escambia County, Florida.

BACKGROUND:

On January 22, 2013, Escambia County became aware of an unknown-type fire at the property known as Cove Landfill (a/k/a Raymar Pit). Escambia County Departments of Public Safety, Solid Waste Management and Public Works coordinated efforts to extinguish the fire as it was an imminent hazard to the health, safety and welfare of the general public. These Escambia County Departments worked diligently from January 22nd through the 28th to bring the landfill fire under control and eventually turned control of the site back to the owners and operator of Cove Landfill.

As provided for in Section 82-20, Escambia County Code of Ordinances, when an imminent hazard exists and the owner of the property is either not known, not readily available, or unwilling to take corrective action, the County may direct emergency action to abate the imminent hazard, and subsequently bill and execute a lien to recover its costs of abatement. A statement or bill of fire suppression costs is attached.

On February 1, 2013, the County notified the operator, Industrial Fencing, Inc., through certified mail sent to Steve Bowden, its attorney, of the costs incurred by Escambia County to extinguish the fire at Cove Landfill. In compliance with Section 82-20, Escambia County Code of Ordinances, the Interim County Administrator sent the bill of fire suppression costs by certified mail to the two owners of the parcels which encompass the Cove Landfill, RMC Rapid Management Company and NIT Management, Inc. Thirty days have elapsed without payment of the bill by either owner. Therefore, according to the procedures set forth in Escambia County Ordinances, the County is authorized to execute liens against the owners in order to recover the costs of abatement and fire suppression.

BUDGETARY IMPACT:

Costs for recording the liens and filing any court action will be paid from the County Attorney's Office budget. Funds for pursuing the litigation will be paid from a reserve fund established with the Office of Risk Management.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the attached Notices of Lien and, upon approval, will record the liens in the official records of Escambia County, Florida and initiate and prosecute execution of the liens in the Circuit Court of Escambia County.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Attorney's Office will coordinate with the Department of Solid Waste Management, County Administration and the Clerk of Court's Office to implement the action authorized by the Board.

Attachments

Invoice of Costs RMC Notice of Lien NIT Notice of Lien

Escambia County

Board of County Commissioners



Bill To: Jeff Parlin Industrial Fencing Inc. 1828 Drew Valley Drive Carrolton, TX 75010 DATE: February 1, 2013 INVOICE # 1 FOR: Raymar Pit Fire

DESCRIPTION	ŀ	MOUNT
Time & Materials associated with the County's effort to mitigate and extinguish the fire		
located at the Raymar Pit Fire - Escambia County Public Works Department		225,248.58
Time & Materials associated with the County's effort to mitigate and extinguish the fire		
located at the Raymar Pit Fire - Escambia County Solid Waste Management Department		42,229.28
TOTAL	\$	267,477.8

Make all remittances to the Escambia County Board of County Commissioners within 30 days from receipt of the invoice.

Completed Work Order Summary

Raymar Pit Fire Work Order Number	Completed Date	Labor Hours	*Labor Cost	Equip. Cost	Material Cost	Fluid Cost	Contractor Cost	*Total Cost	Main Task
13-001958	1/22/2013	125.00	\$2,753.31	\$6,950.00	\$13,200.00	\$0.00	\$0.00	\$22,903.31	Mobilization of Equipment / Material
13-002415	1/25/2013	274.00	\$8,205.13	\$14,060.00	\$19,920.00	\$0.00	\$0.00	\$42,185.13	Mobilization of Equipment / Material
13-002416	1/26/2013	300.00	\$9,834.96	\$15,830.00	\$27,600.00	\$0.00	\$0.00	\$53,264.96	Mobilization of Equipment / Material
13-002469	1/24/2013	147.00	\$3,248,50	\$7,658.00	\$14,160.00	\$0.00	\$0.00	\$25,066.50	Mobilization of Equipment / Material
13-002483	1/27/2013	290.00	\$9.511.49	\$16,722.00	\$24,720.00	\$0.00	\$0.00	\$50,953.49	Mobilization of Equipment / Material
13-002529	1/28/2013	205.50	\$4,782.19	\$10,493.00	\$15,600.00	\$0.00	\$0.00	\$30,875.19	Mobilization of Equipment / Material
6 Work Orde		1,341.60	\$38,335.68	\$71,713.00	\$115,200.00	\$0.00	\$0.00	\$225,248.58	

• A 'Hidden' field indicates permission to view the secured field is turned off.

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REGULAR HOURS 228.75 OVERTIME HOURS 59.25 TOTAL HOURS 288.00 FORCE ACCOUNT EQUIPMENT \$ 18,348.00 EQUIPMENT HOURS 188.00 EQUIPMENT MILES 461.97 TONS at \$25.79/TON TIPPING FEES FOR DEBRIS \$ - CONTRACTS \$ - RENTED EQUIPMENT \$ 30,315.07 TOTAL \$ 30,315.07 rtily that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other unents which are available for audit.	ARTMENT	1100	151			DDIC	
FORCE ACCOUNT LABOR 5 11,967.07 REGULAR HOURS 228.75 OVERTIME HOURS 59.25 TOTAL HOURS 288.00 FORCE ACCOUNT EQUIPMENT \$ \$ 18,348.00 EQUIPMENT HOURS 188.00 EQUIPMENT HOURS 188.00 EQUIPMENT MILES 461.97 TONS at \$25.79/TON TIPPING FEES FOR DEBRIS \$ \$ - CONTRACTS \$ \$ 30,315.07 TOTAL \$ TOTAL \$ \$ 30,315.07 rtify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other	ESCAMBIA COUN	TY SOLID W	ASTE	COST			COSTS
S 11,967.07 S 11,967.07 REGULAR HOURS 228.76 0 S 11,967.07 OVERTIME HOURS 59.25 707AL HOURS 288.00 S 18,348.00 FORCE ACCOUNT EQUIPMENT S 18,348.00 S 18,348.00 EQUIPMENT MULES 188.00 S 18,348.00 S 18,348.00 TIPPING FEES FOR DEBRIS S - Current Yard Waste Fee at Perdido Landfill S 11,914. CONTRACTS S - Current Yard Waste Fee at Perdido Landfill S 11,914. RENTED EQUIPMENT S - S - S - TOTAL S 30,315.07 S - S - TOTAL S 30,315.07 S 42,229 - - rtify that the above information was transcribed from timesheels, payroll records, equipment log, invoices, stock records or other unents which are available for audit. S - -			1000	COST	COMMENTS	101000	00010
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TOTAL HOURS 288.00 FORCE ACCOUNT EQUIPMENT \$ 18,348.00 EQUIPMENT HOURS 188.00 EQUIPMENT MILES \$ 18,348.00 TIPPING FEES FOR DEBRIS \$ - CONTRACTS \$ - RENTED EQUIPMENT \$ 30,315.07 TOTAL the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other unrents which are available for audit.			1.1	1.57		1.00	
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s 18,348.00 \$ 18,348.00 EQUIPMENT HOURS 188.00 461.97 TONS at \$25.79/TON \$ TIPPING FEES FOR DEBRIS \$ - 461.97 TONS at \$25.79/TON \$ CONTRACTS \$ - Current Yard Waste Fee at Perdido Landfill \$ 11,914. CONTRACTS \$ - \$ - \$ - RENTED EQUIPMENT \$ - \$ \$ - TOTAL \$ 30,315.07 \$ \$ 42,229 rtify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other uments which are available for audit. \$ 42,229	TOTAL HOURS	288.00				10 245	New Street
EQUIPMENT MILES 461.97 TONS at \$25.79/TON TIPPING FEES FOR DEBRIS \$ - CONTRACTS \$ - CONTRACTS \$ - RENTED EQUIPMENT \$ - TOTAL \$ 30,315.07 S \$ 42,229 rtify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other unents which are available for audit.	FORCE ACCOUNT EQUIP	MENT	5	18,348.00		\$	18,348.0
TIPPING FEES FOR DEBRIS \$ - 461.97 TONS at \$25.79/TON \$ 11,914. CUrrent Yard Waste Fee at Perdido Landfill \$ 11,914. \$ 11,914. CONTRACTS \$ - \$ \$ - RENTED EQUIPMENT \$ - \$ \$ - TOTAL \$ 30,315.07 \$ \$ 42,229 rlify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other unents which are available for audit. F -	EQUIPMENT HOURS	188.00	1	1.		19.2	
TIPPING FEES FOR DEBRIS \$ - 461.97 TONS at \$25.79/TON \$ 11,914. CUrrent Yard Waste Fee at Perdido Landfill \$ 11,914. \$ 11,914. CONTRACTS \$ - \$ \$ - RENTED EQUIPMENT \$ - \$ \$ - TOTAL \$ 30,315.07 \$ \$ 42,229 rlify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other unents which are available for audit. F -			and a			-	Carlo Carlos
RENTED EQUIPMENT \$ - \$ TOTAL \$ 30,315.07 \$ 42,229 rtify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other uments which are available for audit. \$ 42,229	TIPPING FEES FOR DE	BRIS	\$			\$	11,914.2
TOTAL \$ 30,315.07 \$ 42,229 rtify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other uments which are available for audit. \$ 42,229	CONTRACTS		Ş			\$	
rtify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other uments which are available for audit.	RENTED EQUIPMEN	IT	\$			\$	
uments which are available for audit.	TOTAL		Ş	30,315.07		\$	42,229.2
	tify that the above information	was transcr	ibed fro	om timesheets,	payroll records, equipment log, invoices, stock r	ecords c	r other
dood 7. We Direct TSWA 1/silis					Laboration and Laboration	Date	Istos
blicant's records have been reviewed and found correct with the exceptions as noted.	licant's records have been rev	viewed and fo	ound co	prrect with the	exceptions as noted.	- /	2011

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DEPAR	MENT		FO	RCE ACC	COUNTL	ABOR S	UMMAR	RECOR	D			 					-					
	MENT CAMBIA COUNTY SOLID WASTI	E MA	NAGE	MENT																		
LOCATI												 							PERIOD COVE	RING		
	WE LAND CLEARING AND DEBI	US P	भा									 							1/22/2013	to	1/3	1/2013
	PTION OF WORK PERFORMED																					
RE	MOVAL OF VEGETATIVE DEBRI	S		·															Costs			
(Len Cli	k in "C" Cell Next to "Namo"; Scho From Drop Down List)	1 En	ployce	01/22/13	01/23/13	01/24/13	01/25/13	01/25/13	01/27/13	01/25/13	ours Wor 01/29/13	01/31/13	02/01/13	02/02/13	02/03/13	62/04/13	Total Hours	Hourly Rate	Benefit Rote/Hour Percentage	Total Hourty Rate	Tot	al Cost
Name	Daniels, Gary	FT	REG.				11.00	11.00				 					22.00		0.00%	0.00	\$	-
	TIME BILLED BY PUBLIC WOR	-							5.00								5.00		0.00%	0.00	\$	
Nàme	Davis, Russ	FT	1 mar	<u>†</u>			10.00					 					10.00	18.59	40.51%	26.12	\$	261.21
Job Title	Equipment Operator IV	FT						~~~~~				 						27.89	19.25%	33.25	s	-
Name	Dixon, Mike	FT	REG.			5.00	10.00	10.25									25.25	16.63	40.51%	23.37	5	590.01
	Equipment Operator IV	FT				0.00			10.25							-	10.25	24.95	19.25%	29.75	s	304.91
Name	Dortch, Winston	FT	REG.	10.00	10.00	10.00	9.50			2.00							41.50	18.47	40.51%	25.95	s	1.077.02
Job Title	Fleet Maintenance Tech	FT	0.т.															27.71	19.25%	33.04	s	
Name	Dutton, Steve	FT	REG.															14.54	40.51%	20.43	5	
Job Title	Equipment Operator 81	FT	0.т.						10.25								10.25	21.81	19.25%	26.01	\$	266.59
Name	Gilly, John	FT	REG.			10.00		11.00									21.00	20.95	40.51%	29.44	\$	618.17
	Field Supervisor	FT	О.Т.															31.43	19.25%	37.47	<u>s</u>	
Name	Gunn, Gary	FT	REG.		_					6.75							6.75	16.96	40.51%	23.83	\$	160.88
	Equipment Operator IV	FT	0.т.						5.50								5.50	25.44	19.25%	30.34	5	166.85
Name	Johnson, Pat	FT	REG.	11.00	10.00	12.00	10.00	10.00		6.00							59.00	33.88	40.51%	47.60	\$	2,808.68
Job Tille	Director	FT	O.T.															33.88	19.25%	40.40	\$	
Name	Johnson, Ronnic	FT	REG.	10.00	10.00	5.00				9.00							34.00	16.84	40.51%	23.66	\$	604.50
Job Title	Equipment Operator N	п	0.T.					9.75	5.00								14.75	25.26	19.25%	30.12	\$	444.31
Name	Lawson, David	FT	REG.				9.25										9.25	14.83	40.51%	20.84	\$	192.75
Job Tide	Equipment Operator III	FT	0.T.					9.75	3.75								13.50	22.25	19.25%	26.53		358.12
	Total Dally Hours			31.00	30.00	42.00	59,75	61.75	39.75	23.75								i î				
														Tote	il Rogula	r Hours	228.75		Total Cost Re	gular Time	\$	6,513.20
													_	Total	Overtim	e Hours	59.25		Total Cos	t Overtime	\$	1,540.77
												 	Total R	egular &	Overtim	e Hours	288.00	Total	Cost Regular &	L Overtime	\$	8,053.97
				0.000			00000	30 IA.				 ADC 4144	1015 5									
CERT	FIED REAL .	1	The was	OBTAINE	U FROM	PATHOL	RECUR	JS, INIVO	UES, OR	UINER D	OCUMEN TIT	Z'IL			SW	m			DATE	31/1	7	
FEMA Form	\$0-123, FEB 05																		1			

DEPARTMENT ESCAMBIA COUNTY SOLID WASTE MANAGEMI LOCATION/SITE COVE LAND CLEARING AND DEBRIS PIT DESCRUPTION OF WORK PERFORMED REMOVAL OF VEGETATIVE DEBRIS (Left Click in YC) Call Need to (Name", Select Employee From Drop Down List) Name: Leonard, Jeffrey FT REG. Job Title Equipment Operator III FT O.T. Name: Bowling, Gerald FT REG. Job Title Equipment Operator III FT O.T. Name: Howes, Jim FT REG. Job Title Equipment Operator III FT O.T.		01/24/13 01/25/13 2.00	01/20/13 10.25		109 and H 01/28/13	ours Work	od 01/30/13								PERIOD COVE 1/22/2013	RING to	1/31/2013
LOCATION/SITE COVE LAND CLEARING AND DEBRIS PIT DESCRUPTION OF WORK PERFORMED REMOVAL OF VEGETATIVE DEBRIS (Left Click, In C2: Cell Need to Name: Select Employee Fram Drop Down List) Name: Leonard, Jetfrey FT REG. Job Title Equipment Operator III FT REG. Job Title Equipment Operator III FT REG. Job Title Equipment Operator III FT REG. Job Title Recycting Operations Manager FT O.T.	0//22/13 0//23/13 0//23/13						1								5		1/31/2013
COVE LAND CLEARING AND DEBRIS PIT DESCRIPTION OF WORK PERFORMED REMOVAL OF VEGETATIVE DEBRIS (Left Click in 1C) Cell Ned to Name*. Seloct Employee From Drop Down List) Name Leonard, Jeffrey FT REG. Job Title Equépment Operator III FT O.T. Name Bowing, Gerald FT REG. Job Title Equépment Operator III FT O.T. Name Bowing, Gerald FT REG. Job Title Equépment Operator III FT O.T. Name Howes, Jan FT REG.	01/22/13 01/23/13 0						1								5		1/31/2013
DESCRUPTION OF WORK PERFORMED REMOVAL OF VEGETATIVE DEBRIS (Left Click in TC) Cell Ned to Name*, Seloct Employee From Drop Down List) Name Leonard, Jeffrey FT REG. Job Tible Equipment Operator III FT O.T. Name Bowling, Gerald FT REG. Job Tible Equipment Operator III FT O.T. Name Bowling, Gerald FT REG. Job Tible Equipment Operator III FT O.T. Name Howes, Jim FT REG.	01/22/13 01/23/13 0						1								1/22/2013	to	1/31/2013
REMOVAL OF VEGETATIVE DEBRIS (Left Click in YC) Cell Need to rName*, Seloct Employee From Drop Down List) Name Leonard, Jeffrey FT REG. Job Title Egupment Operator III FT O.T. Name Rigby, Dennis FT REG. Job Title Egupment Operator III FT O.T. Name Bowling, Gerald FT REG. Job Title Egupment Operator III FT O.T. Name Bowling, Gerald FT REG. Job Title Equipment Operator III FT O.T. Name Howes, Jim FT REG. Job Title Regupment Operator III FT O.T.	01/22/13 01/23/13 0						1										
ILeft Click in VC Cell Need to Name: Seloct Employee Fram Drop Down List) Interpret Seloct Employee Fram Drop Down List) Name Leonard, Jettrey FT REG. Job Title Equipment Operator III FT O.T. Name Rigby, Dennis FT REG. Job Title Fleet Maintenance Superviser FT O.T. Name Bowing, Geraid FT REG. Job Title Equipment Operator III FT O.T. Name Bowing, Geraid FT REG. Job Title Equipment Operator III FT O.T. Name Howes, Jim FT REG. Job Title Recycting Operations Manager FT O.T.	01/22/13 01/23/13 0						1										
Name Leonard, Jeffrey FT REG. Job Tible Egutpment Operator III FT O.T. Name Rigby, Dennis FT REG. Job Tible Egutpment Operator III FT O.T. Name Rigby, Dennis FT REG. Job Tible Egutpment Operator III FT O.T. Name Bowing, Gerald FT REG. Job Tible Egutpment Operator III FT O.T. Name Howes, Jim FT REG. Job Tible Recycling Operations Manager FT O.T.	01/22/13 01/23/13 0			01/27/13	01/28/13	01/29/13	01/20/13								Costs Benefit	Total	
Job Title Equipment Operator III FT O.T. Namo Rigby, Dennis FT REG. Job Title Fleet Maintenance Supervisor FT O.T. Name Bowing, Gerald FT REG. Job Title Equipment Operator III FT O.T. Name Bowing, Gerald FT REG. Job Title Equipment Operator III FT O.T. Name Howes, Jan FT REG. Job Title Recycling Operations Manager FT O.T.	2.00	2.00	10.25					01/31/13	02/01/13	02/02/13	02/03/13	02/04/13	Total Hours	Hourly Rate	Rate/Hour Percentage	Hourty Rate	Total Cost
Namo: Rigby, Dennis FT REG. Job Titlic Fleet Maintenance Supervisor FT O.T. Name Bowling, Gerald FT REG. Job Titlic Equipment Operator III FT O.T. Name Howes, Jim FT REG. Job Titlic Equipment Operator III FT O.T. Name Howes, Jim FT REG. Job Titlic Recycling Operations Manager FT O.T.	2.00	2.00											10.25	14.54	40.51%	20.43	\$ 209.41
Job Tillic Fleet Maintenance Supervisor FT O.T. Name Bowling, Gerald FT REG. Job Tillic Equipment Operator III FT O.T. Name Howes, Jam FT REG. Job Tillic Recycling Operations Manager FT O.T.	2.00	2.00												21.61	19.25%	26.01	<u>s -</u>
Name Bowing, Gerald FT REG. Job Title Equipment Operator III FT O.T. Name Howes, Jim FT REG. Job Title Reording Operations Manager FT O.T.													4.00	20.41	40.51%	28.68	s <u>114.71</u>
Name Bowling, Gerald FT REG. Job Title Equipment Operator III FT O.T. Name Howes, Jim FT REG. Job Title Recycling Operations Manager FT O.T.			11.00	11.00									22.00	20.41	19.25%	24.34	s 535.46
Job Title Equipment Operator III FT O.T. Name Howes, Jim FT REG. Job Title Recycling Operations Manager FT O.T.			10.25							ĺ			10.25	15,29	40.51%	21.48	S 220.21
Name Howes, Jim FT REG. Job Title Recycling Operations Manager FT 0.T.													-	22.94	19.25%	27.35	s.
Job Tale Recycling Operations Manager FT O.T.	Î	4.00 9.00	2.00	11.00	2.00	j	Î			Î	Î		28.00	33.04	40.51%	46.42	\$ 1,299.89
													-	49.56	19.25%	59.10	s -
	9.00 2.00	9.00 9.00			6.00					Ĩ			35.00	30.35	40.51%	42.64	\$ 1,492.57
Job Tille Eng & Env Quality Manager FT O.T.													-	45.53	19.25%	54,29	s -
Name Carter, Jimmy FT REG.		2.00				Ĩ	l						2.00	14.54	40.51%	20.43	s <u>40.85</u>
Job Title Equipment Operator III FT O.T.														21.81	19,25%	26.01	<u>s</u> -
Name REG.																	
Job Title O.T.													-				
Namo) REG.																	
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Name REG.																	
Job Title O.T.																	
Name: REG.																	
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Total Dally Hauss	9.00 4.00	15.00 20.00	33.50	22.00	8.00			1			1			-			· · · · · · · · · · · · · · · · · · ·
										Tota	il Regula	r Hours	89.50		Total Cost Re	gular Time	\$ 3,377.65
										Total	Overtim	o Hours	22.00		Total Cos	t Overtime	\$ 535.46
· · · · · · · · · · · · · · · · · · ·									Total R	egular &	Overtim	a Hours	111.50	Total	Cost Regular é	& Overtime	\$ 3,913.10
															TOTAL FRO	M PAGE 1:	S 8,053.97
I CERTIFY THAT THE ABOVE INFORMATION WAS OF	OBTAINED FROM P	AYROLL RECOR	DS, INVO	CES. OR	OTHER D	OCUMENT	S THAT	REAVAIL	ABLE FO	R AUDIT.					GRAND TOTA	LABOR:	\$ 11,967.07 /
CERTIFIED WILA HA	-					ТІТ		int	/		un				DATE	1/5/	113

EPARTMENT ESCAMBIA COUNTY SOLID WAS	TE	FORCE ACC													·····			PERIOD COV	FRING	
COVE LAND CLEARING & DEBRI	<i>د</i>																	1/22/2013	<u>to</u>	1/31/2013
ESCRIPTION OF WORK PERFORMED																				
REMOVAL OF VEGETATIVE DEB		A CONTRACTOR OF A CONTRACT							Date	and Hour	Used Eacl	Day							Costs	
HORSEPOWER, MAKE AND MODEL'AS APPROPRIATE		OPERATORS:		00000	01/23/13	01/24/13	01/25/13	01/26/13	0 <i>1/27/</i> 173	C1/28/13	01/29/13	01/20/13	เหณ	02/0H13	0202/13	C290313	020473	TOTAL	EOUPMENT	TOTAL
oader, Wheel 6 CY to 305 HP	8396	Lawson, David	Hours				6.00											6.00	82,00	<u>492.00</u>
PN: 51836 Cat 950 Loader														-						
Fruck, Pickup, 1 1/2 Ton	8804	Rigby, Dennis	Hours					6.00	2.00									8.00	25.00	200.00
N: 52122 Ford Service Truck															<u> </u>		12		Contraction and a	
ruck, Dump 18 CY to 400 HP	8723	Dixon, Miko	Hours				2.00								 			2.00	65.00	130.00
PN: 53652 Storing Rol Off															ļ					
Fruck, Dump 16 CY to 400 HP	8723	Daniels, Gary	Hours				10.00	10.00	4.00							ļ	<u> </u>	24.00	65.00	1,560.00
PN: 54712 Stering Roll Off				с ^{с. с.}	ах. Д							1.1.1.1.1.1.1.1			[F the states			
Excavator	8284	Dortch, Winston	Hours		8.00	7.00	8.00							ļ		ļ	<u> </u>	23.00	200.00	4,600.00
N: 54713 Cat 3308L Excavator													<u> </u>	 					60.00	
Dozer, Crawler to 250 HP	8253	Johnson, Ronnie	Hours		8.00					5.00			ļ	 				13.00	00.08	1,040.00
N: 57026 Cal DOT Tractor-Type Dozer	_					· ·								 				10.00	65.00	650.00
ruck, Dump 18 CY to 400 HP	8723	Leonard, Joffrey	Hours	<u> </u>	<u> </u>	<u> </u>		10.00				Contraction (1.19.14	10.00	65.00	0.00
N: 57366 Storting Roll Off		· 사람, 동풍하 위험	1		<u> </u>	ļ. •					<u>;</u>	120 1000					1	12.00	65.00	780.00
uck, Dump 18 CY to 400 HP	8723	Lawson, David	Hours			<u> </u>		9.00	3.00		1.1.1		•			1	1.1			
: 60115 International Roll Off				<u> </u>	· · · · · ·						<u> </u>	1			1	1	1	17.00	80.00	1,360.00
izer, Crawler to 250 HP	8253	Gilly, John	Hours			8.00		9.00								1				
t 57026 Cal D6T Tractor-Type Dozer			Hours	<u> </u>			7.00		8.00		1	1	1	1				15.00	80.00	1.200.00
ozer, Crawler to 250 HP	8253	Dixon, Mike	HOUTS	 		<u> </u>			0.00			1						19		
N: 57026 Cat D6T Tractor-Type Dozer	8723	Davie Aug	Hours				9.00				1							9.00	65.00	585.00
uck, Dump 18 CY to 400 HP	8/23	Davis, Russ	Hours				0.00		<u></u>											
N: 53652 Stering Roll Off	8284	Dixon, Mike	Hours	1				9.00			1							9.00	200.00	1,600.00
xcavator, Hydraulic 4.5 CY to420 HP	8284	Ducon, Mike	Hours				· · · · · ·						1							
PN: 54713 Cat 330BL Excavator			Hours	1				8.00	<u> </u>			1						8.00	82.00	656.0
oader, Whoel 6 CY to 305 HP	8396	Bowling, Gerald	Inours	h					<u> </u>					· ·						
N: 51836 Cat 950 Loader			Hours					9.00	5.00		1	1	1					14.00	65.00	
ruck, Dump 18 CY to 400 HP	8723	Johnson, Ronnie	1 nours			1		<u> </u>			1					•				
N: 53652 Stering Roll Off	0004		Hours	<u>† </u>		1	<u> </u>	<u> </u>	9.00		1	1	T					9.00	200.00	
xcavator, Hydraute 4.5 CY to420 HP	8284	Dutton, Steve	Hours	1.12		1.1	2.1		5,00		1									
N: 54713 Cat 330BL Excavator			Hours		<u> </u>	1 ····			5.00			1	1	1				5.00	65.00	325.0
ruck, Dump 18 CY to 400 HP	8723	Gunn, Gary	Hours			1			0.00		1		1					110020		
N: 57366 Sterling Roll Off			Hours		<u></u>	1	<u> </u>		4.00		1	1	1					4.00	65.00	
uck, Dump 18 CY to 400 HP	8723	Daniels, Gary	Hours		1.1.1.1.1.1	1						1200						in Circ		s. strate
N: 60115 International Roll Of		Total Daily Hours	1	1	16.00	15.00	42.00	70.00	40.00	5.00	1	1		1		1	Ì	E TREE		
				L		· · · · · · · · · · · · · · · · · · ·					1	GRAN	D TOTAL	s	· · · · · · · · ·		₩ 7738	188.00		\$ 18,348.00
I CERTIFY DUIT THE ABOVE INFOR	MATION WA	S OBTAINED FROM P	AYROLL	RECORDS	INVOICES	S. OR OTH	RDOCUN	ENTS TH	AT ARE AV	AILABLE F	OR AUDIT							IDATE		
ERTIFIED	61	<u> </u>					TITLE		ete.	T	Sir	2						mie /	31	5

Date 01/29/13 Time 07:55:16

Material Analysis Report by Account

Inbound and outbound materials for the period 01/24/2013 - 01/28/2013 Detailed Report for Sites: 1, 2, 3, 4, 5, 22 Accounts 614 - 614 Customar Types - 5 Materials - 5555555555 Material Types

- 85

Date	Material	27pe	Customer	27798	Tickets	Count	Bst. vol.	Act. Vol.	Bot. Wt. Ac	tual Wt.	Charge
01/24/13			614	D	04-00287561	0	0	0	4.30	4.30	0.00
01/24/13			614	D	04-00287576	Ő	Ō	Ō	6.12	6.12	0.00
01/25/13			614	D	04-00287608	Ő	Ō	Ŏ	8.16	8.16	0.00
01/25/13			614	D	04-00287638	Ó	Ō	Ó	6.50	6.50	0.00
01/25/13			614	D	04-00287646	Ő	Ō	Ō	6.91	6.91	0.00
01/25/13	YW		614	D	04-00287664	Ŏ	Ŏ	ă	6.13	6.13	0.00
01/25/13	YW		614	D	04-00287666	Ō	ŏ	ŏ	5.70	5.70	0.00
01/25/13	YH .		614	D	04-00287686	Ō	ŏ	Ō	4.02	4.02	0.00
01/25/13	YH .		614	D	04-00287692	Ő	Ŏ	Ŏ	6.48	6.48	0.00
01/25/13	YW		614	D	04-00287705	Ō	Ō	Ō	4.41	4.41	0.00
01/25/13	YW		614	D	04-00287711	Ō	Ō	Ō	6.35	6.35	0.00
01/25/13	YH		614	Ð	04-00287723	0	Ō	Ő	7.96	7.96	0.00
01/25/13	YW		614	D	04-00287738	0	0	0	8.18	9.18	0.00
01/25/13	YW		614	D	04-00287746	0	0	0	10.28	10.29	0.00
01/26/13	<u>IM</u>		614	D	04-00287765	0	0	Q	7.47	7.47	0.00
01/26/13 01/26/13	yw Yw		614	D	04-00287769	0	0	0	8.07	8.07	0.00
01/26/13	XM.		614	D	04-00287772	0	0	0	8.78	8.78	0.00
01/26/13	XW		614 614	D	04-00287775	0	0	0	7.97	7.97	0.00
01/26/13	YW		614	D D	04-00287781 04-00287785	0	0	0	9.28	9.28	0.00
01/26/13	XH		614	D	04-00287787	v	0	0	6.49	6.49	0.00
01/26/13	YW		614	D	04-00287791	U O	0	Ŭ	10.02	10.02	0.00
01/26/13	YW		614	D	04-00287804	Ŭ,	0	0	9.36	9.36	0.00
01/26/13	YW		614	Ď	04-00287814	v v	Ŭ	0	9.15	9.15	0.00
01/26/13	YW		614	Ď	04-00287823	v v	0	0	9.70	9.70	0.00
01/26/13	YN		614	Ď	04-00287827	, v	Ő	Ŭ	9.80	9.80	0.00
01/26/13	YW		614	D	04-00287831	v v	•	•	8.23	8.23	0.00
01/26/13	XW		614	D	04-00287842	Ŭ	. 0	0	9.61	9.61	0.00
01/26/13	YH		614			U U	0	0	9.18	9.18	0.00
01/26/13	YH		614	D	04-00287850	U	0	0	9.47	9.47	0.00
01/26/13	YW		614	D	04-00287855	U	U	0	10.10	10.10	0.00
01/26/13	YW			D	04-00287860	0	0	0	13.16	13.16	0.00
01/26/13	YW		614 614	D	04-00287874	0	0	0	11.26	11.26	0.00
01/26/13	XW			D	04-00287879	0	Q	0	9.74	9.74	0.00
01/26/13	YW		614	D	04-00287882	0	0	0	13.66	13.66	0.00
01/26/13	YN		614	D	04-00287891	0	0	0	7.05	7.05	0.00
	YW		614	D	04-00287899	0	0	0	9.14	9.14	0.00
01/26/13	XW		614	D	04-00287905	0	Q	0	12.57	12.57	0.00
01/26/13	YM		614	D	04-00287916	0	Q	0	11.05	11.05	0.00
01/26/13	YW		614	D	04-00287917	Ő	0	0	6.56	6.56	0.00
01/26/13	YN YN		614	D	04-00287925	0	0	0	8.42	8.42	0.00
01/26/13	***		614	D	04-00287929	0	0	0	8.98	8.98	0.00

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Inbound and outbound materials for the period 01/24/2013 - 01/28/2013 Detailed Report for Sites: 1, 2, 3, 4, 5, 22 Accounts 614 - 614 Customer Types - Z Materials - ZZZZZZZZZ Material Types - ZZ

Date	Material	Туре	Customer	Туре	Tickots	Count	Est. vol.	Act. Vol.	Bst. Wt. A	ctual Wt.	Charge
01/28/13	YW		614	D	04-00287948	0	0	0	11.32	11.32	0.00
01/28/13	YW		614	D	04-00287949	Ó	0	0	9.44	9.44	0.00
01/28/13	YW		614	D	04-00287950	Õ	Ō	0	9.19	9.19	0.00
01/28/13	YW		614	D	04-00287951	Ō	Ó	Ó	7.32	7.32	0.00
01/28/13	YW		614	D	04-00287952	Ó	0	0	7.97	7.97	0.00
01/28/13	YW		614	D	04-00287954	0	0	0	4.28	4.28	0.00
01/28/13	YW		614	D	04-00287955	0	0	0	11.37	11.37	0.00
01/28/13	YW		614	D	04-00287956	Ó	0	0	8.94	8.94	0.00
01/28/13	YW		614	D	04-00287957	0	0	0	9.13	9.13	0.00
01/28/13	YW		614	D	04-00287958	0	0	0	7.46	7.46	0.00
01/28/13	YW		614	Ð	04-00287959	0	0	0	7.39	7.39	0.00
01/28/13	YW		614	Ð	04-00287960	0	0	0	10.26	10.26	0.00
01/28/13	YW		614	D	04-00287961	0	0	0	12.13	12.13	0.00
	Cove Landfil	1			54	0	0	0	461.97	461.97	0.00
	Average					Ō	0	0	8.56	8.56	0.00
	Report Total				54	0	0	0	461.97	461.97	0.00
	Report Avera				24	0	Ő	ŏ	8.56	8.56	0.00
	Where waged	'Ya				U	v	v	0.00	0.00	0.00

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Perdido Landfill Schedule of Rates and Fees

- I

The following fees are effective from October 1, 2012 to September 30, 2013.

Disposal Rates (Reference Chapter 82 Code of Ordinances, Florida Statutes 316.520 and 49 CFR 393.100)

- Solid Waste \$42.07 per ton \$10.87 minimum
- Yard Trash \$25.79 per ton \$10/87 minimum
- Oak Grove Citizens Convenience Center Rate \$8.42 per cubic yard \$10.87 minimum (cubic yardage is determined by measuring the load)
- Waste Tires \$183.20 per ton
- Mixed loads containing tires will be charged:
 - \$3.52 per car and light truck tire
 - \$7.03 per tire larger than car and light truck tire
- Clean fill, dirt and clean concrete No fee (clean concrete means no rebar and no welded wire fabric)
- Uncovered load fee (applicable to all landfill customers)
 - \$32.78 per commercial load
 - \$6.55 per individual citizen's load

Special Handling Rates

- Asbestos \$219.82 per ton
- Special Waste (all special waste requires review, approval and scheduling by Solid Waste Management staff prior to acceptance. Call 937-2160) \$88.20 per ton

Fees for Services

- Load ejection assistance (requiring the use of heavy equipment) \$106.21 per hour \$212.40 minimum
- Pull-off (customer's load rigged for pull-off) \$35.41 per pull-off
- Prohibited Waste Seperation Fee: \$106.21 per hour \$212.40 minimum
- Weight Certification \$7.88 per certification

Citizen Services

 Residential Drop-off Recycling (clean, separated, recyclable items accepted in accordance with established guidelines with no garbage or trash contamination) - No fee

Household Hazardous Waste Drop-Off

- · Paint Free up to 20 gallons. Residential only, no commercial
- · Fuel Free up to 10 gallons. Residential only, no commercial
- Waste Oil Free up to 5 gallons. Residential only, no commercial
- · Florescent Lighs Free up to 10 lights. Residential only, no commercial
- Regional Roundup (Household Hazardous Waste and End-of-Life Electronics No Fee

Sec. 82-20. - Imminent hazards.

No person shall create, or cause to be created, an imminent hazard. Whenever the director of health officer determines that an imminent hazard exists and the owner of the waste creating the hazard or the owner of the property on which the hazard is located are not known, readily available or willing to take corrective action to abate the hazard, the director or health officer may direct emergency action to abate or neutralize the imminent hazard. The cost of such abatement or neutralization shall be billed and mailed via certified mall to the last known address of the responsible party. In the case where the responsible party is the owner of the property on which the hazard is located and the bill is not paid within 30 days from mailing date, the board may execute a tien on the property for the amount of the bill until the bill is satisfied.

(Code 1985. § 1-29-21)

This document prepared by: Charles V. Peppler, Deputy County Attorney Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, FL 32502 (850)595-4970

NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of Section 82-20. Escambia County Code of Ordinances, on real property owned by RMC Rapid Management Company a/k/a Rapid Management Company located at or near 10005 Raymar Street, Pensacola, Florida 32534, and more particularly described in the attached Exhibit A and incorporated by reference.

Following notice and written demand to the owner by certified mail, return receipt requested, in accordance with Section 82-20, Escambia County Code of Ordinance, and the owner having not paid the costs associated with abating an imminent hazard to the public health, safety and well-being, the County is authorized to file this lien against the above-referenced property in the amount of \$267,477.86.

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners from the date of recording this Notice of Lien to recover the amount due, together will all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this _____ day of May, 2013 by George Touart, Interim County Administrator as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness _____ Print Name _____

Witness	
Print Name	

George Touart, Interim County Administrator 221 Palafox Place, Suite 420 Pensacola, FL 32502

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of May, 2013, by George Touart, Interim County Administrator, for Escambia County, Florida, on behalf of the Board of County Commissioners. He (___) is personally known to me, or (___) has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

Exhibit A

Parcel 09-1S-30-1201-003-005

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9. TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA: THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 654.32 FEET THE WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON-NORTHERN RAILROAD (100' R/W); THENCE GO NORTH 17 DEGREES 29 MINUTES 30 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1761.29 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 156.37 FEET TO THE POINT OF BEGINNING; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 363.00 FEET; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 424.28 FEET: THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 363.00 FEET; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 424.28 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 3.54 ACRES.

Parcel 09-1S-30-1201-000-005

Parcel Two

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER FOR 654.32 FEET TO THE WEST RIGHT OF WAY LINE OF THE ST. LOUIS AND SAN FRANCISCO RAILROAD (100'R/W); THENCE 72 DEGREES 30 MINUTES 30 SECONDS RIGHT AND ALONG SAID RIGHT OF WAY LINE FOR 677.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE FOR 1083.45 FEET; THENCE 72 DEGREES 30 MINUTES 30 SECONDS LEFT FOR 156.37 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS LEFT FOR 363.00 FEET THENCE 90 DEGREES 00 MINUTES 00 SECONDS LEFT FOR 702.85 FEET; THENCE 107 DEGREES 29 MINUTES 30 SECONDS LEFT FOR 310.00 FEET TO THE POINT OF BEGINNING. CONTAINS 6.54 ACRES, MORE OR LESS.

Exhibit A (Continued)

Less and except

DESCRIPTION: (PREPARED BY KJM SURVEYING AT CLIENTS REQUEST) COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 654.32 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE BURLINGTON NORTH RAILROAD (100' R/W); THENCE GO NORTH 17 DEGREES 29 MINUTES 30 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1520.17 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE NORTH 17 DEGREES 29 MINUTES 30 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 241.12 FEET; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 156.37 FEET; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 178.50 FEET TO A POINT OF CURVATURE;

THENCE GO SOUTHEASTERLY ALONG SAID CURVE BEING CONCAVE SOUTH WESTERLY HAVING A RADIUS OF 282.50 FEET AN ARC DISTANCE OF 197.50 FEET (DELTA = 40 DEGREES 03 MINUTES 22 SECONDS, CHORD = 193.50 FEET, CHORD BEARING = SOUTH 69 DEGREES 58 MINUTES 39 SECONDS EAST); THENCE GO NORTH 72 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 49.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.90 ACRES MORE OR LESS.

And Less and Except:

BEG AT INTERSECT OF NELY COR OF TRAVIS PARK ADDN PB 2 P 48 AND WLY R/W LI OF CSX RR (100 FT R/W) N 89 DEG 44 MIN 0 SEC W ALG N LI OF TRAVIS PARK ADDN 62 90/100 FT TO WLY R/W LI OF RAYMAR ST (60 FT R/W) DEPARTING WLY R/W LI N 17 DEG 13 MIN 19 SEC W 113 53/100 FT FOR POB DEPARTING WLY LI S 86 DEG 32 MIN 4 SEC W 167 30/100 FT N 10 DEG 4 MIN 13 SEC W 344 49/100 FT N 78 DEG 56 MIN 43 SEC E 120 31/100 FT S 17 DEG 13 MIN 19 SEC E ALG WLY LI 368 67/100 FT TO POB OR 6746 P 1278. This document prepared by: Charles V. Peppler, Deputy County Attorney Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, FL 32502 (850)595-4970

NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of Section 82-20. Escambia County Code of Ordinances, on real property owned by NIT Management, Inc. located at or near 10005 Raymar Street, Pensacola, Florida 32534, and more particularly described in the attached Exhibit A and incorporated by reference.

Following notice and written demand to the owner by certified mail, return receipt requested, in accordance with Section 82-20, Escambia County Code of Ordinance, and the owner having not paid the costs associated with abating an imminent hazard to the public health, safety and well-being, the County is authorized to file this lien against the above-referenced property in the amount of \$267,477.86.

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after the date of recording this Notice of Lien to recover the amount due, together will all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this _____ day of May, 2013 by George Touart, Interim County Administrator, as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness _____ Print Name _____

Witness	
Print Name	

George Touart, Interim County Administrator 221 Palafox Place, Suite 420 Pensacola, FL 32502

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of May, 2013, by George Touart, Interim County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (___) is personally known to me, or (___) has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

Exhibit A

Parcel No. 09-1S-30-1201-002-005

BEG AT INTERSECT OF NELY COR OF TRAVIS PARK ADDN PB 2 P 48 AND WLY R/W LI OF CSX RR (100 FT R/W) N 89 DEG 44 MIN 0 SEC W ALG N LI OF TRAVIS PARK ADDN 62 90/100 FT TO WLY R/W LI OF RAYMAR ST (60 FT R/W) DEPARTING WLY R/W LI N 17 DEG 13 MIN 19 SEC W 113 53/100 FT FOR POB DEPARTING WLY LI S 86 DEG 32 MIN 4 SEC W 167 30/100 FT N 10 DEG 4 MIN 13 SEC W 344 49/100 FT N 78 DEG 56 MIN 43 SEC E 120 31/100 FT S 17 DEG 13 MIN 19 SEC E ALG WLY LI 368 67/100 FT TO POB OR 6746 P 1278.

Parcel No. 09-1S-30-1201-004-005

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9. TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA: THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 654.32 FEET TO THE SOUTHEAST CORNER OF TRAVIS PARK ADDITION AS RECORDED IN PLAT BOOK 2 AT PAGE 48 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE OF THE NORTHEAST QUARTER GO NORTH 17 DEGREES 29 MINUTES 30 SECONDS WEST ALONG THE EASTERLY BOUNDARY LINE OF SAID TRAVIS PARK ADDITION, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON-NORTHERN RAILROAD (100' R/W) A DISTANCE OF 677.84 FEET TO THE NORTHEAST CORNER OF SAID TRAVIS PARK ADDITION AND THE POINT OF BEGINNING: THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID TRAVIS PARK ADDITION A DISTANCE OF 806.46 FEET TO THE NORTHWEST CORNER OF SAID TRAVIS PARK ADDITION: THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY PROJECTION OF THE WEST LINE OF SAID TRAVIS PARK ADDITION A DISTANCE OF 510.00 FEET; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 932.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COVE AVENUE (R/W WIDTH VARIES); THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 523.35 FEET TO THE SOUTH BOUNDARY LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2109 AT PAGE 961 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH BOUNDARY LINE A DISTANCE OF 832.70 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY LINE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 363.00 FEET; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 424.48 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 184.50 FEET TO

Exhibit A (Continued)

THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4366 AT PAGE 1812 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA: THENCE, FOR THE FOLLOWING TWO COURSES ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL, GO SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 282.50 FEET (DELTA = 40 DEGREES 02 MINUTES 38 SECONDS, CHORD BEARING = SOUTH 69 DEGREES 56 MINUTES 54 SECONDS EAST, CHORD DISTANCE = 193.44 FEET) FOR A ARC DISTANCE OF 197.44 FEET: THENCE DEPARTING SAID CURVE GO NORTH 72 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 49.41 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL: SAID CORNER LYING ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON-NORTHERN RAILROAD; THENCE GO SOUTH 17 DEGREES 29 MINUTES 30 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 842.33 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 22.04 ACRES.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA: THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 654.32 FEET TO THE WEST RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD (100 FOOT RIGHT OF WAY); THENCE NORTH 17 DEGREES 29 MINUTES 30 SECONDS WEST A DISTANCE OF 677.84 FEET TO THE POINT OF BEGINNING. THENCE 72 DEGREES 30 MINUTES 30 SECONDS LEFT FOR 310.00 FEET; THENCE 107 DEGREES 29 MINUTES 30 SECONDS RIGHT FOR A DISTANCE OF 702.85 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 385.05 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 363.00 FEET; THENCE AT RIGHT ANGLES GO EAST A DISTANCE OF 424.28 FEET MORE OR LESS; THENCE GO SOUTHERLY A DISTANCE OF 178.50 FEET TO A POINT OF CURVATURE; THENCE GO SOUTHEASTERLY ALONG SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 282.50 FEET, AN ARC DISTANCE OF 197.50 FEET (DELTA=40 DEGREES 03 MINUTES 22 SECONDS, CHORD=193.50 FEET, CHORD BEARING=SOUTH 69 DEGREES 58 MINUTES 39 SECONDS EAST); THENCE GO NORTH 72 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 49.41 FEET; THENCE SOUTH 17 DEGREES 29 MINUTES 30 SECONDS EAST A DISTANCE OF 842.33 FEET MORE OR LESS TO THE POINT OF BEGINNING.



AI-4325	County Attorney's Report 13. 3.
BCC Regular M	eeting Action
Meeting Date:	05/16/2013
Issue:	Washout Workers Compensation Settlement for Former Employee Gina McNelly-Martin
From:	Ryan Ross, Assistant County Attorney
Organization: CAO Approval:	County Attorney's Office

RECOMMENDATION:

Recommendation Concerning a Washout Workers Compensation Settlement for Former Employee Gina McNelly-Martin

That the Board approve a washout workers compensation settlement for former employee Gina McNeely-Martin in the amount of \$211,258.50, inclusive of attorney's fees and costs. An excess insurance carrier shall reimburse Escambia County for 100.0% of this settlement amount. In exchange for this settlement, Ms. McNeely-Martin shall execute a general release of liability on behalf of Escambia County

BACKGROUND:

Gina McNeely-Martin is a former Escambia County employee who sustained a low-back injury and subsequent leg pain resulting from a work-related lifting incident. She has received significant medical treatment for this injury and has filed a claim for permanent total disability benefits. Escambia County has already paid \$238,000.00 for medical benefits and is anticipated to pay \$300,000.00 more over the life of the claim. Furthermore, if Ms. McNeely-Martin prevails in her claim for permanent total disability benefits, the present value of future benefits is estimated at \$258,000.00. Due to these anticipated future costs, Escambia County's third-party workers compensation adjuster (PGCS), through its attorney, has negotiated a washout settlement in the amount of \$211,258.00, inclusive of attorney's fees and costs. This settlement amount represents substantial savings from the anticipated future cost of this claim. Because Escambia County has already spent more than its self-insured retention limit on this claim, an excess insurance carrier shall reimburse Escambia County for 100.0% of the settlement amount. This settlement does not require approval by the Center for Medicare and Medicaid Services.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

E.