

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

CHAMBER RULES

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

**PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED**

AGENDA

Board of County Commissioners

Regular Meeting – August 20, 2013 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Barry.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Presentation - Certificates to Miranda Holt, Overall Girls' Winner, and J.R. Schultz, Overall Boys' Winner, of the 56th Annual Divot Derby.

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

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

8. Reports:

**CLERK & COMPTROLLER'S REPORT**

Backup Not Included With The Clerk's Report Is Available For Review In  
The Office Of The Clerk To The Board  
Escambia County Governmental Complex, Suite 130

I. Consent Agenda

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

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

A. Tourist Development Tax Collections Data for the June 2013 returns  
received in the month of July 2013; this is the tenth month of collections for  
Fiscal Year 2012-2013; total collected for the June 2013 returns was  
\$1,261,638.79; this is a 7.97% increase over the June 2012 collections; total  
collections year-to-date are 7.45% higher than the comparable time frame in  
Fiscal Year 2011-2012; and

B. The Investment Report for the month ended July 31, 2013, as required by  
Ordinance Number 95-13.

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

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

A. Approve the Minutes of the Regular Board Meeting held August 8, 2013;  
and

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work  
Session held August 8, 2013.

## **GROWTH MANAGEMENT REPORT**

### I. Public Hearing

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

That the Board adopt, deny or modify an Ordinance to the Land Development Code (LDC) Article 6.03.01., to allow chickens as permitted accessory uses for single family residential dwellings.

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

At the July 1, 2013 Planning Board meeting, the Board recommended approval.

2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 6 Zoning Districts

That the Board adopt, deny or modify an Ordinance to the Land Development Code (LDC) Article 6.05.10.B. To allow as a permitted use in the R-3PK zoning district, restaurants, including the sale of beer, wine, and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities.

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

At the July 1, 2013 Planning Board meeting, the Board recommended approval.

### II. Action Item

1. Recommendation Concerning Tarklin Way Unplatted Subdivision

That the Board approve or deny the request to waive the requirement for paved streets in an unplatted subdivision, per Section 4.01.05 of the Escambia County Land Development Code, for Tarklin Way Unplatted Subdivision. A plat of the proposed subdivision is attached.

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Scheduling of a Public Hearing for the Wilde Lake Estates Subdivision Street Lighting Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on September 5, 2013, at 5:32 p.m., to consider adoption of an Ordinance creating the Wilde Lake Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 25, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the July 25, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

3. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the three Request for Disposition of Property Forms to declare as surplus and authorize removal from the County assets inventory, 13 items, aged 6 to 15 years, which are obsolete and no longer held by the Public Safety Department, having been lost on scene, damaged and disposed of as junk, or used as spare parts without appropriate disposition paperwork.

4. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2013 Gulf Coast Summer Fest at Casino Beach – Donald R. Mayo, Interim Building Official, Building Inspections Division

That the Board approve the application for a Special Event Permit for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in conjunction with the outdoor event, Gulf Coast Summer Fest 2013, sponsored by Banks Enterprise, LLC, to be held at Casino Beach, Saturday, August 31, 2013, from 11:00 a.m. through 11:59 p.m.

5. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the 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.

## II. Budget/Finance Consent Agenda

### 1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1280 Mahogany Mill Road #7 - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 20, 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 1280 Mahogany Mill Road #7:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edward R. Rankin, the owner of residential property located at 1280 Mahogany Mill Road #7, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,140, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for replacing the roof; and

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

### 2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 208 Brandywine Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 20, 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 208 Brandywine Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Billy N. and Janice J. Crouch, the owners of residential property located at 208 Brandywine Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,250, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

3. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1202 Wilson Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 20, 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 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edward P. and Kirsten B. Germann, the owners of residential property located at 1202 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$832, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 15 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 20, 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 15 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Gloria J. McCluskey, the owner of residential property located at 15 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,900, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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



5. Recommendation Concerning a Change Order to Geosyntec Consultants, Inc., for the Mahogany Mill Boat Ramp - Keith Wilkins, Community & Environment Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order #2, to conduct remediation of contaminated soil located at the County's property known as the Mahogany Mill Boat Ramp:

|  |                                   |
|--|-----------------------------------|
| Department:                                      | Community & Environment           |
| Division:  | Community<br>Redevelopment Agency |
| Type:  | Addition                          |
| Amount:  | \$163,900                         |
| Vendor:  | Geosyntec Consultants, Inc.       |
| Project Name:                                    | Mahogany Mill Boat Ramp           |
| Contract:  | PD 02-03.079                      |
| PO#:   | 131158                            |
| CO#:   | 2                                 |
| Original Award Amount:                           | \$24,500                          |
| Cumulative Amount of Change Orders through CO #2 | \$188,300                         |
| New Contract Total:                              | \$212,800                         |

6. Recommendation Concerning Approval of the Neighborhood Stabilization Program 3 Subrecipient Agreement with the Area Housing Commission - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Escambia County Neighborhood Stabilization Program 3 (NSP3) Subrecipient Agreement with the Area Housing Commission (AHC):

A. Approve a Subrecipient Agreement with the AHC committing \$170,000 in NSP3 and Fund 124 dollars to finance three affordable rental units, including affiliated common and parking areas, as part of the Morris Court Redevelopment Project; and

B. Authorize the Chairman or Vice Chairman to execute the agreement and all related documents required to implement the Project.

[Funding: Fund 129, Cost Center 220507; Fund 124, Cost Center 220406]

7. Recommendation Concerning the Lease of the County-Owned Property at 501 Church Street by Health and Hope Clinic, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board adopt and authorize the Chairman to sign a Resolution authorizing the lease of real property to Health and Hope Clinic, Inc. (HHC), for the property located at 501 Church Street, Century, Florida, for the term of three years, commencing retroactively on July 1, 2013, and providing for renewal by HHC for two additional two-year terms.

Rent is to be paid to the County in the amount of \$1.00 per year.

8. Recommendation Concerning a Change Order to Ward International Trucks, LLC, for Public Safety's Ambulance Fleet Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet through the balance of the Fiscal Year:

|   |                                |
|---|--------------------------------|
| Department:   | Public Safety                  |
| Division:   | Emergency Medical Services     |
| Type:   | Addition                       |
| Amount:   | \$45,000                       |
| Vendor:   | Ward International Trucks, LLC |
| Project Name:                                       | N/A                            |
| Contract:   | N/A                            |
| PO#:  | 130049                         |
| CO#:  | 1                              |
| Original Award Amount:                              | \$185,000                      |
| Cumulative Amount of Change Orders through this CO: | \$45,000                       |
| New PO Total:                                       | \$230,000                      |

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

9. Recommendation Concerning a Change Order to HDR Engineering, Inc., for Design Services for Kupfrian Park Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Change Order to HDR Engineering, Inc., for Design Services for the Kupfrian Park Improvements:

A. Approve and authorize the Interim County Administrator to execute the following Change Order:

|   |                                     |
|---|-------------------------------------|
| Department:   | Public Works                        |
| Division:   | Engineering/Infrastructure Division |
| Type:   | Addition                            |
| Amount:   | \$73,880.37                         |
| Vendor:   | HDR Engineering, Inc.               |
| Project Name:                                       | Kupfrian Park Improvements          |
| Contract:   | PD 08-09.054                        |
| PO#:  | 101399                              |
| CO#:  | 5                                   |
| Original Award Amount:                              | \$146,675.22                        |
| Cumulative Amount of Change Orders Through this CO: | \$123,718.73                        |
| New Contract Total:                                 | \$270,393.95                        |

B. Authorize staff to negotiate future additional professional and design services and issue Task Orders as required for completion of this Project.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #10EN0433, "Avery Street Drainage"]

10. Recommendation Concerning Central Booking and Detention Facility Flood Repair - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 12-13.054 for the Central Booking and Detention Facility Flood Repair to A.E. New, Jr., Inc., in the base bid amount \$1,767,000, deduct \$2,600 per Bid Option 1, and add \$9,500 per Bid Option 2, for a total of \$1,773,900, and authorize the Interim County Administrator to execute all Purchase Orders for Owner Direct Purchases (ODP's), in the amount of \$50,000 or greater.

[Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56301, Project #13SH2253, \$220,000]

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project #6FL00155, \$1,553,900]

11. Recommendation Concerning Acceptance of the CTS America Software License and Services Agreement and Software Maintenance and Support Agreement with Pricing Sheet - David Musselwhite, Information Technology Department Director

That the Board take the following action concerning Agreements by SmartCOP, Inc., (Consolidated Technology Solutions and CTS America) and Escambia County Board of County Commissioners for the use of the SmartJail (Jail Management System) and SmartADMIN (Administrative Modules), which are necessary for the continued operation of the Escambia County Jail:

A. Approve the Software License and Services Agreement;

B. Approve the Software Maintenance and Support Agreement with Pricing Sheet; and

C. Authorize the Chairman to sign the Agreements.

[The cost of the SmartJail and SmartADMIN Software Products will be no charge. The cost of necessary services to move data, configure servers, and CTS America project management will be \$5,100. Additionally, the cost for the first annual maintenance fee will be \$56,428.20]

12. Recommendation Concerning Supplemental Budget Amendment #221 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #221, Law Enforcement Trust Fund (121) in the amount of \$267,010, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Budget.

### III. For Discussion

1. Recommendation Concerning an Escambia-Pensacola Human Relations Commission Reappointment/Appointment - George Touart, Interim County Administrator

That the Board take the following action concerning a reappointment/appointment to the Escambia-Pensacola Human Relations Commission:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Ebbin Spellman, for a two-year term, effective retroactively August 17, 2013, through August 16, 2015;

**OR**

B. Appoint Jeanette M. Moore for a two-year term, effective August 20, 2013, through August 19, 2015.

2. Recommendation Regarding the Dedication of a 50-Foot Public Right-of-Way Easement Located at 6775 Mobile Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Dedication of Public Right-of-Way Easement for a 50-foot wide easement along the northern 50 feet of the County's Land Clearing Debris (LCD) pit and Public Works Substation located at 6775 Mobile Highway, requested for Bobby Glenn Buffington.

## COUNTY ATTORNEY'S REPORT

### I. For Action

1. Recommendation Concerning Settlement on a Workers' Compensation Claim Involving William Blackmon

That the Board approves a washout workers' compensation settlement to former employee William Blackmon in the amount of \$160,000.00, inclusive of all outstanding attorney's fees and costs. In exchange, Mr. Blackmon shall execute a general release of liability and waiver of employment on behalf of Escambia County.

2. Recommendation Concerning the Gulf Coast Summerfest Concert Resolution Restricting Access to the Gulf of Mexico on a Limited Portion of Santa Rosa Island

That the Board adopt a Resolution restricting access to the Gulf of Mexico on a limited portion of Santa Rosa Island during the 2013 Gulf Coast Summerfest Concert event from sunset on Saturday, August 31, 2013 until sunrise on Sunday, September 1, 2013.

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

That the Board approves a settlement of the medical portion of former employee Ann Brown's workers' compensation claim for \$41,276.65, inclusive of attorney's fees and costs. The Board has previously settled the indemnity portion of her workers' compensation claim, and this second settlement will completely discharge Escambia County's liability for this workers' compensation claim.

9. Items added to the agenda.
10. Announcements.
11. Adjournment.





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-4786**

**Clerk & Comptroller's Report 8. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 08/20/2013

**Issue:** Reports Prepared by the Clerk and Comptroller's Finance Department

**From:** Doris Harris, Deputy Clerk to the Board

**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

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

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

A. Tourist Development Tax Collections Data for the June 2013 returns received in the month of July 2013; this is the tenth month of collections for Fiscal Year 2012-2013; total collected for the June 2013 returns was \$1,261,638.79; this is a 7.97% increase over the June 2012 collections; total collections year-to-date are 7.45% higher than the comparable time frame in Fiscal Year 2011-2012; and

B. The Investment Report for the month ended July 31, 2013, as required by Ordinance Number 95-13.

**Background:**

Concerning the Investment Report:

The total portfolio earnings for the month of April equaled \$131,107. 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 .03%. The core portfolio achieved an average Yield to Maturity at Cost of 1.09% and should be compared to the benchmark of the Merrill Lynch 1 - 5 Year Treasury Index yielding .231%.

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**Attachments**

**June 2013 TDT Collections Data**

**July 2013 Investment Report**

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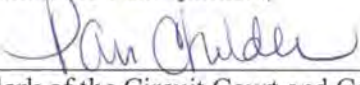
# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

## MEMORANDUM

**TO:** Honorable Board of County Commissioners

**FROM:** Honorable Pam Childers,  
  
Clerk of the Circuit Court and Comptroller

**DATE:** August 2, 2013

**SUBJECT:** Tourist Development Tax (TDT) Collections

2013 AUG 12 P 2:48  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS  
PAM CHILDERS  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY FL

### RECOMMENDATION:

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

- ✓ Total collected for the June 2013 returns was \$1,261,638.79. This is an 7.97% increase over the June 2012 returns.
- ✓ Total collections year to date are 7.45% higher than the comparable time frame in Fiscal Year 2012.

Please feel free to call me if you have any questions.

PC/jc

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

| Zip Code     | Fiscal Year 2013    | Fiscal Year 2012    | Difference        | % Change  |
|--------------|---------------------|---------------------|-------------------|-----------|
|              | YTD Collected       | YTD Collected       |                   |           |
| 32501        | 132,200             | 116,636             | 15,564            | 13%       |
| 32502        | 284,383             | 273,110             | 11,273            | 4%        |
| 32503        | 14,273              | 15,737              | (1,464)           | -9%       |
| 32504        | 826,550             | 772,632             | 53,918            | 7%        |
| 32505        | 199,656             | 221,750             | (22,094)          | -10%      |
| 32506        | 155,054             | 166,197             | (11,143)          | -7%       |
| 32507        | 878,376             | 782,417             | 95,959            | 12%       |
| 32514        | 371,551             | 341,664             | 29,887            | 9%        |
| 32526        | 171,094             | 178,418             | (7,324)           | -4%       |
| 32534        | 107,843             | 105,096             | 2,747             | 3%        |
| 32535        | 1,976               | 1,578               | 398               | 25%       |
| 32561        | 2,453,266           | 2,232,027           | 221,239           | 10%       |
| 32562        | -                   | -                   | -                 | 0%        |
| 32577        | 86                  | 858                 | (772)             | 100%      |
| <b>Total</b> | <b>\$ 5,596,308</b> | <b>\$ 5,208,120</b> | <b>\$ 388,188</b> | <b>7%</b> |

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

| Month of Collection | Zip Code          |            |                     |            |                           |            |   |            |   |            |
|---------------------|-------------------|------------|---------------------|------------|---------------------------|------------|---|------------|---|------------|
|                     | 32501             |            | 32502               |            | 32503                     |            | 32504   |            | 32505   |            |
|                     | Downtown Area     | % OF Total | Other Downtown Area | % OF Total | Cordova Mall & South Area | % OF Total | Davis & Scenic Hwy South of I-10 including Airport Area | % OF Total | South of Michigan Av East of Mobile Hwy West of Pace Blvd | % OF Total |
| 10/12               | 12,661            | 2%         | 27,713              | 5%         | 1,528                     | 0%         | 73,197  | 14%        | 9,599   | 2%         |
| 11/12               | 11,148            | 3%         | 24,962              | 6%         | 1,704                     | 0%         | 78,929  | 18%        | 8,936   | 2%         |
| 12/12               | 9,528             | 3%         | 22,759              | 7%         | 2,017                     | 1%         | 73,028  | 21%        | 10,171  | 3%         |
| 01/13               | 8,987             | 3%         | 17,622              | 6%         | 708                       | 0%         | 53,840  | 19%        | 8,555   | 3%         |
| 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%         |
| 05/13               | 15,243            | 3%         | 40,577              | 7%         | 1,923                     | 0%         | 94,720  | 16%        | 27,019  | 4%         |
| 06/13               | 15,966            | 2%         | 36,195              | 5%         | 1,519                     | 0%         | 105,565   | 13%        | 35,599  | 4%         |
| 07/13               | 18,359            | 1%         | 39,982              | 3%         | 51                        | 0%         | 124,223   | 10%        | 28,175  | 2%         |
| <b>Total</b>        | <b>\$ 132,200</b> | <b>2%</b>  | <b>\$ 284,383</b>   | <b>5%</b>  | <b>\$ 14,273</b>          | <b>0%</b>  | <b>\$ 826,550</b>                                       | <b>15%</b> | <b>\$ 199,656</b>   | <b>4%</b>  |

| Month of Collection | Zip Code                      |            |   |            |   |            |  |            |                                  |            |
|---------------------|-------------------------------|------------|---|------------|---|------------|--|------------|----------------------------------|------------|
|                     | 32506                         |            | 32507   |            | 32514                                   |            | 32526                                    |            | 32534                            |            |
|                     | Lillian Hwy & Highway 98 Area | % OF Total | Bayou Chico to Perdido Key South of Sorrento Area | % OF Total | Palafox & Scenic Hwy North of I-10 Area | % OF Total | Mobile Hwy North of Michigan Avenue Area | % OF Total | I-10 & Pensacola Blvd North Area | % OF Total |
| 10/12               | 15,753                        | 3%         | 83,654  | 16%        | 33,847                                  | 6%         | 15,553                                   | 3%         | 9,695                            | 2%         |
| 11/12               | 18,431                        | 4%         | 49,162  | 11%        | 34,114                                  | 8%         | 17,748                                   | 4%         | 11,369                           | 3%         |
| 12/12               | 12,937                        | 4%         | 30,458  | 9%         | 34,884                                  | 10%        | 14,070                                   | 4%         | 12,653                           | 4%         |
| 01/13               | 9,207                         | 3%         | 27,025  | 10%        | 28,530                                  | 10%        | 20,208                                   | 7%         | 8,008                            | 3%         |
| 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%         |
| 05/13               | 16,130                        | 3%         | 85,269  | 14%        | 42,376                                  | 7%         | 9,757                                    | 2%         | 10,873                           | 2%         |
| 06/13               | 18,852                        | 2%         | 122,480   | 15%        | 45,793                                  | 6%         | 26,084                                   | 3%         | 11,175                           | 1%         |
| 07/13               | 20,807                        | 2%         | 299,126   | 24%        | 53,733                                  | 4%         | 20,919                                   | 2%         | 14,582                           | 1%         |
| <b>Total</b>        | <b>\$ 155,054</b>             | <b>3%</b>  | <b>\$ 878,376</b>                                 | <b>16%</b> | <b>\$ 371,551</b>                       | <b>7%</b>  | <b>\$ 171,094</b>                        | <b>3%</b>  | <b>\$ 107,843</b>                | <b>2%</b>  |

| Month of Collection | Zip Code             |            |                      |            |             |            |              |            |                     |             |
|---------------------|----------------------|------------|----------------------|------------|-------------|------------|--------------|------------|---------------------|-------------|
|                     | 32535                |            | 32561                |            | 32562       |            | 32577        |            | Total Month         | % OF Total  |
|                     | Century (Other) Area | % OF Total | Pensacola Beach Area | % OF Total | Other       | % OF Total | Molino Area  | % OF Total |                     |             |
| 10/12               | 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%        |
| 05/13               | 194                  | 0%         | 263,325              | 43%        | -           | 0%         | -            | 0%         | 607,405             | 100%        |
| 06/13               | 162                  | 0%         | 383,178              | 48%        | -           | 0%         | -            | 0%         | 802,569             | 100%        |
| 07/13               | 809                  | 0%         | 640,872              | 51%        | -           | 0%         | -            | 0%         | 1,261,639           | 100%        |
| <b>Total</b>        | <b>\$ 1,976</b>      | <b>0%</b>  | <b>\$ 2,453,266</b>  | <b>44%</b> | <b>\$ -</b> | <b>0%</b>  | <b>\$ 86</b> | <b>0%</b>  | <b>\$ 5,596,308</b> | <b>100%</b> |

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

| Month of Collection | Zip Code          |            |                     |            |                           |            |   |            |   |            |
|---------------------|-------------------|------------|---------------------|------------|---------------------------|------------|---|------------|---|------------|
|                     | 32501             |            | 32502               |            | 32503                     |            | 32504   |            | 32505   |            |
|                     | Downtown Area     | % OF Total | Other Downtown Area | % OF Total | Cordova Mall & South Area | % OF Total | Davis & Scenic Hwy South of I-10 including Airport Area | % OF Total | South of Michigan Av East of Mobile Hwy West of Pace Blvd | % OF Total |
| 10/11               | 10,252            | 2%         | 21,587              | 5%         | 1,621                     | 0%         | 66,469  | 15%        | 18,229  | 4%         |
| 11/11               | 11,569            | 3%         | 26,077              | 6%         | 1,654                     | 0%         | 67,517  | 17%        | 13,639  | 3%         |
| 12/11               | 10,117            | 3%         | 23,673              | 7%         | 1,669                     | 1%         | 65,599  | 20%        | 16,934  | 5%         |
| 01/12               | 8,427             | 3%         | 17,418              | 6%         | 780                       | 0%         | 57,653  | 20%        | 13,662  | 5%         |
| 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%         |
| 05/12               | 11,446            | 2%         | 30,890              | 5%         | 1,898                     | 0%         | 87,760  | 15%        | 23,364  | 4%         |
| 06/12               | 13,511            | 2%         | 37,245              | 5%         | 2,392                     | 0%         | 95,111  | 13%        | 27,430  | 4%         |
| 07/12               | 16,426            | 1%         | 39,677              | 3%         | 1,248                     | 0%         | 104,008   | 9%         | 34,613  | 3%         |
| <b>Total</b>        | <b>\$ 116,636</b> | <b>2%</b>  | <b>\$ 273,110</b>   | <b>5%</b>  | <b>\$ 15,737</b>          | <b>0%</b>  | <b>\$ 772,632</b>                                       | <b>15%</b> | <b>\$ 221,750</b>   | <b>4%</b>  |

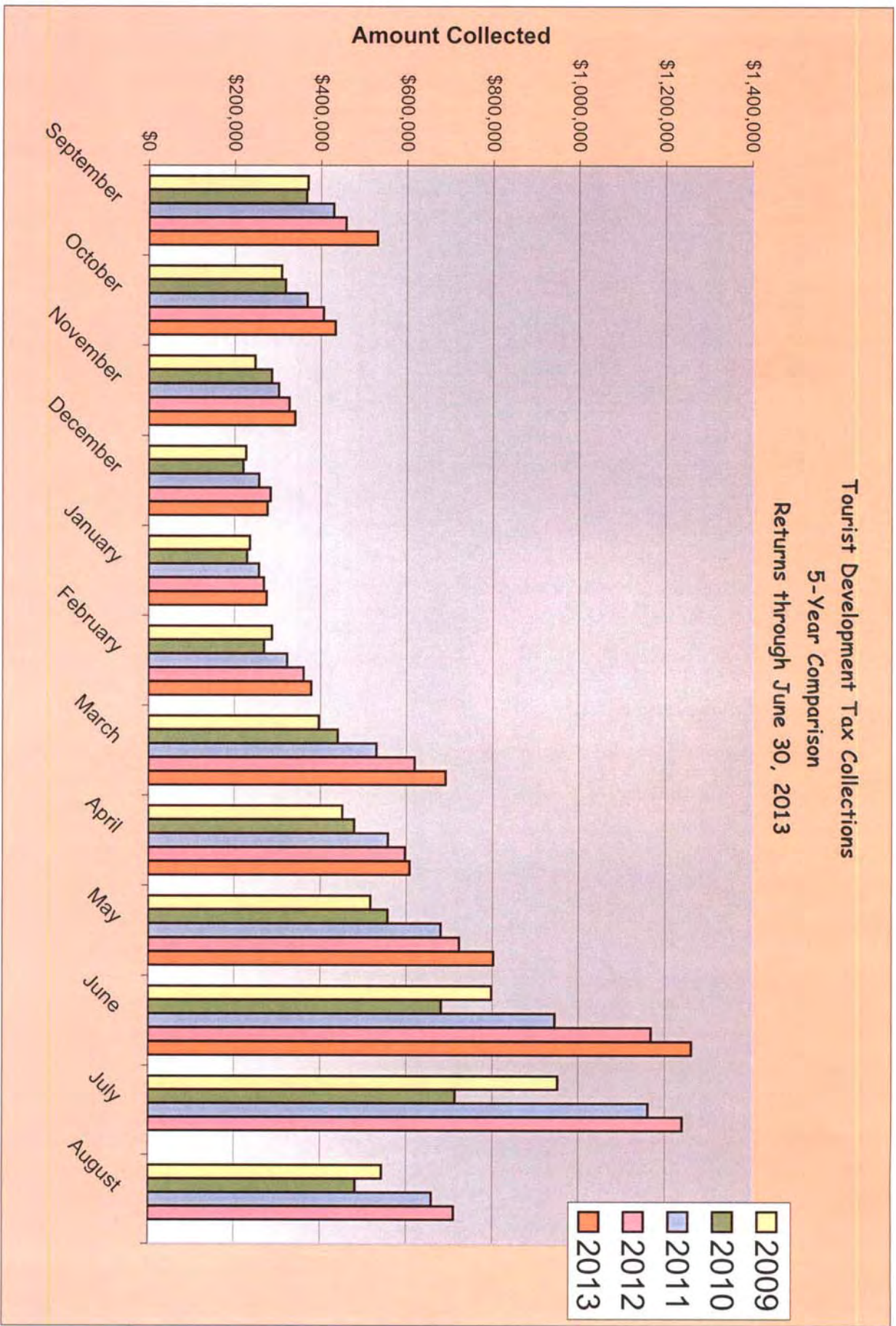
| Month of Collection | Zip Code                      |            |   |            |   |            |  |            |                                  |            |
|---------------------|-------------------------------|------------|---|------------|---|------------|--|------------|----------------------------------|------------|
|                     | 32506                         |            | 32507   |            | 32514                                   |            | 32526                                    |            | 32534                            |            |
|                     | Lillian Hwy & Highway 98 Area | % OF Total | Bayou Chico to Perdido Key South of Sorrento Area | % OF Total | Palatof & Scenic Hwy North of I-10 Area | % OF Total | Mobile Hwy North of Michigan Avenue Area | % OF Total | I-10 & Pensacola Blvd North Area | % OF Total |
| 10/11               | 18,032                        | 4%         | 68,744  | 15%        | 29,674                                  | 6%         | 15,323                                   | 3%         | 8,636                            | 2%         |
| 11/11               | 15,074                        | 4%         | 45,371  | 11%        | 30,181                                  | 7%         | 15,055                                   | 4%         | 8,914                            | 2%         |
| 12/11               | 14,538                        | 4%         | 27,295  | 8%         | 29,083                                  | 9%         | 15,684                                   | 5%         | 8,510                            | 3%         |
| 01/12               | 11,748                        | 4%         | 26,916  | 10%        | 27,933                                  | 10%        | 17,104                                   | 6%         | 8,774                            | 3%         |
| 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%         | 10,609                           | 3%         |
| 04/12               | 23,616                        | 4%         | 85,566  | 14%        | 44,393                                  | 7%         | 22,592                                   | 4%         | 14,619                           | 2%         |
| 05/12               | 17,818                        | 3%         | 83,272  | 14%        | 37,655                                  | 6%         | 14,260                                   | 2%         | 12,006                           | 2%         |
| 06/12               | 15,949                        | 2%         | 103,024   | 14%        | 36,924                                  | 5%         | 24,174                                   | 3%         | 11,625                           | 2%         |
| 07/12               | 23,360                        | 2%         | 278,306   | 24%        | 49,106                                  | 4%         | 24,946                                   | 2%         | 13,905                           | 1%         |
| <b>Total</b>        | <b>\$ 166,197</b>             | <b>3%</b>  | <b>\$ 782,417</b>                                 | <b>15%</b> | <b>\$ 341,664</b>                       | <b>7%</b>  | <b>\$ 178,418</b>                        | <b>3%</b>  | <b>\$ 105,096</b>                | <b>2%</b>  |

| Month of Collection | Zip Code             |            |                      |            |             |            |               |            |                     |             |
|---------------------|----------------------|------------|----------------------|------------|-------------|------------|---------------|------------|---------------------|-------------|
|                     | 32535                |            | 32561                |            | 32562       |            | 32577         |            | Total Month         | % OF Total  |
|                     | Century (Other) Area | % OF Total | Pensacola Beach Area | % OF Total | Other       | % OF Total | Molino Area   | % OF Total |                     |             |
| 10/11               | 162                  | 0%         | 199,210              | 43%        | -           | 0%         | 244           | 0%         | 458,183             | 100%        |
| 11/11               | 359                  | 0%         | 170,514              | 42%        | -           | 0%         | 180           | 0%         | 406,106             | 100%        |
| 12/11               | 141                  | 0%         | 113,216              | 35%        | -           | 0%         | 1             | 0%         | 326,460             | 100%        |
| 01/12               | 70                   | 0%         | 92,299               | 33%        | -           | 0%         | 100           | 0%         | 282,885             | 100%        |
| 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%        |
| 05/12               | 136                  | 0%         | 275,830              | 46%        | -           | 0%         | 133           | 0%         | 596,467             | 100%        |
| 06/12               | 145                  | 0%         | 355,150              | 49%        | -           | 0%         | 50            | 0%         | 722,731             | 100%        |
| 07/12               | 138                  | 0%         | 582,744              | 50%        | -           | 0%         | 50            | 0%         | 1,168,527           | 100%        |
| <b>Total</b>        | <b>\$ 1,578</b>      | <b>0%</b>  | <b>\$ 2,232,027</b>  | <b>43%</b> | <b>\$ -</b> | <b>0%</b>  | <b>\$ 858</b> | <b>0%</b>  | <b>\$ 5,208,120</b> | <b>100%</b> |



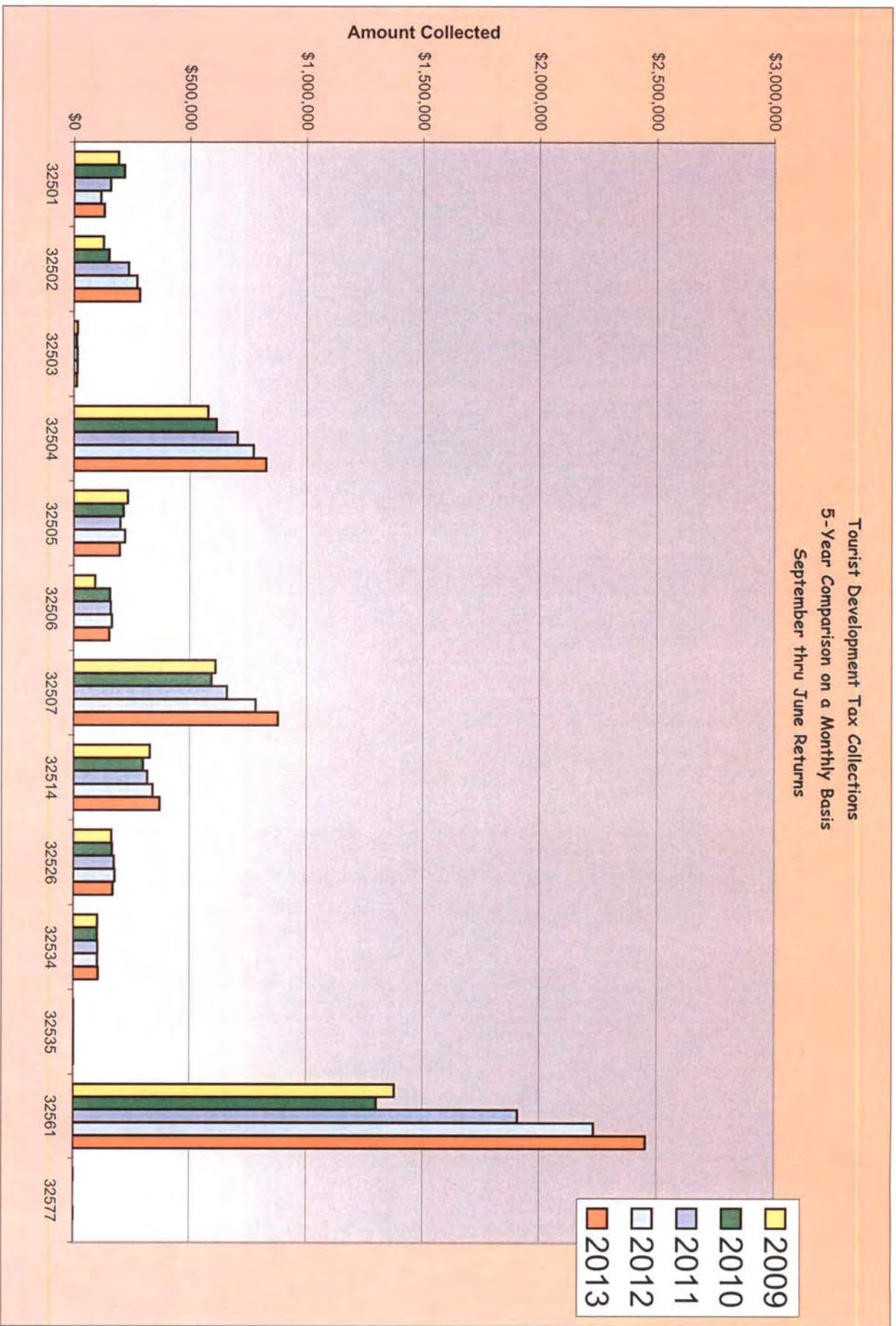


**Tourist Development Tax Collections**  
**5-Year Comparison**  
**Returns through June 30, 2013**

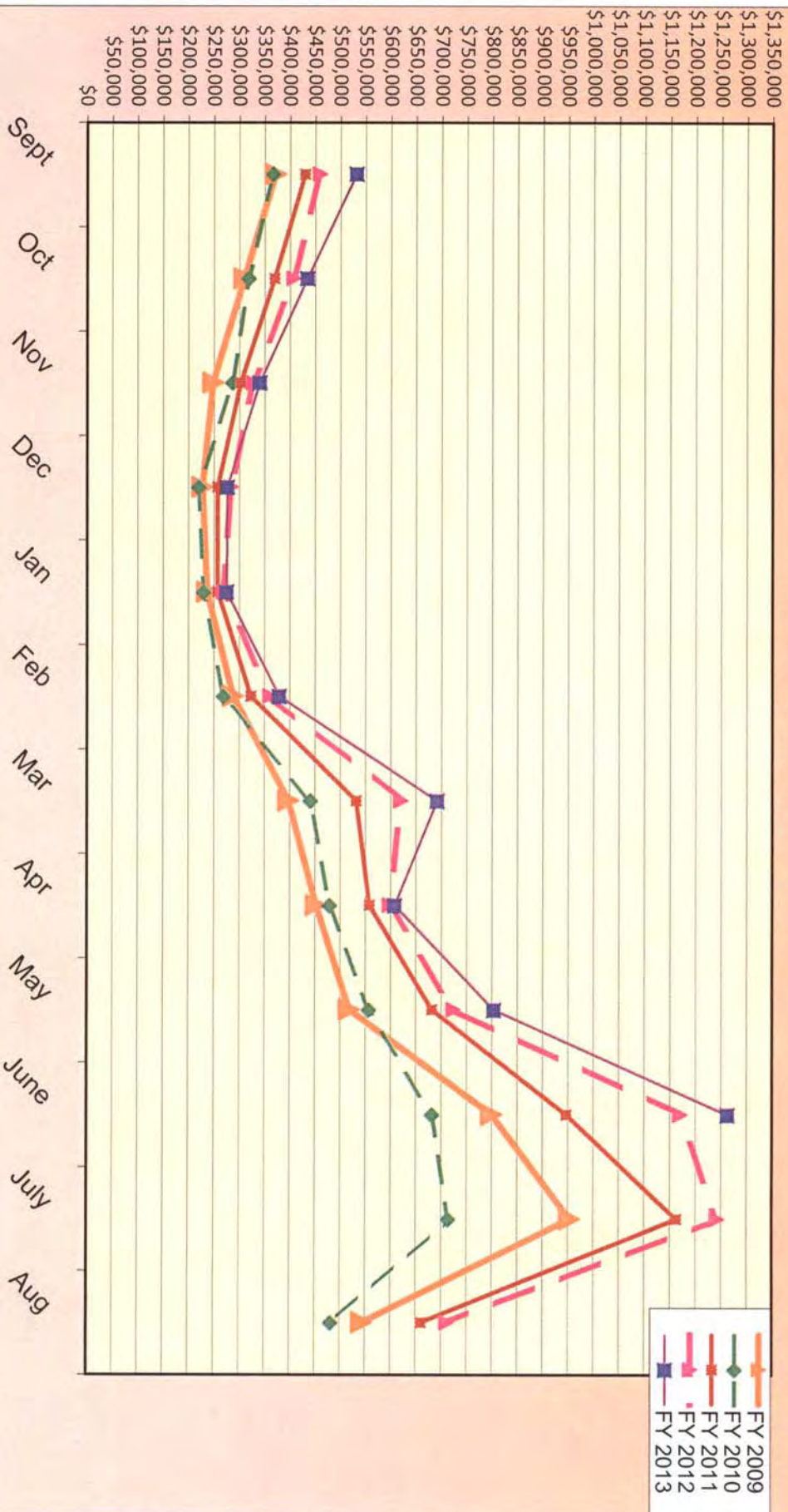




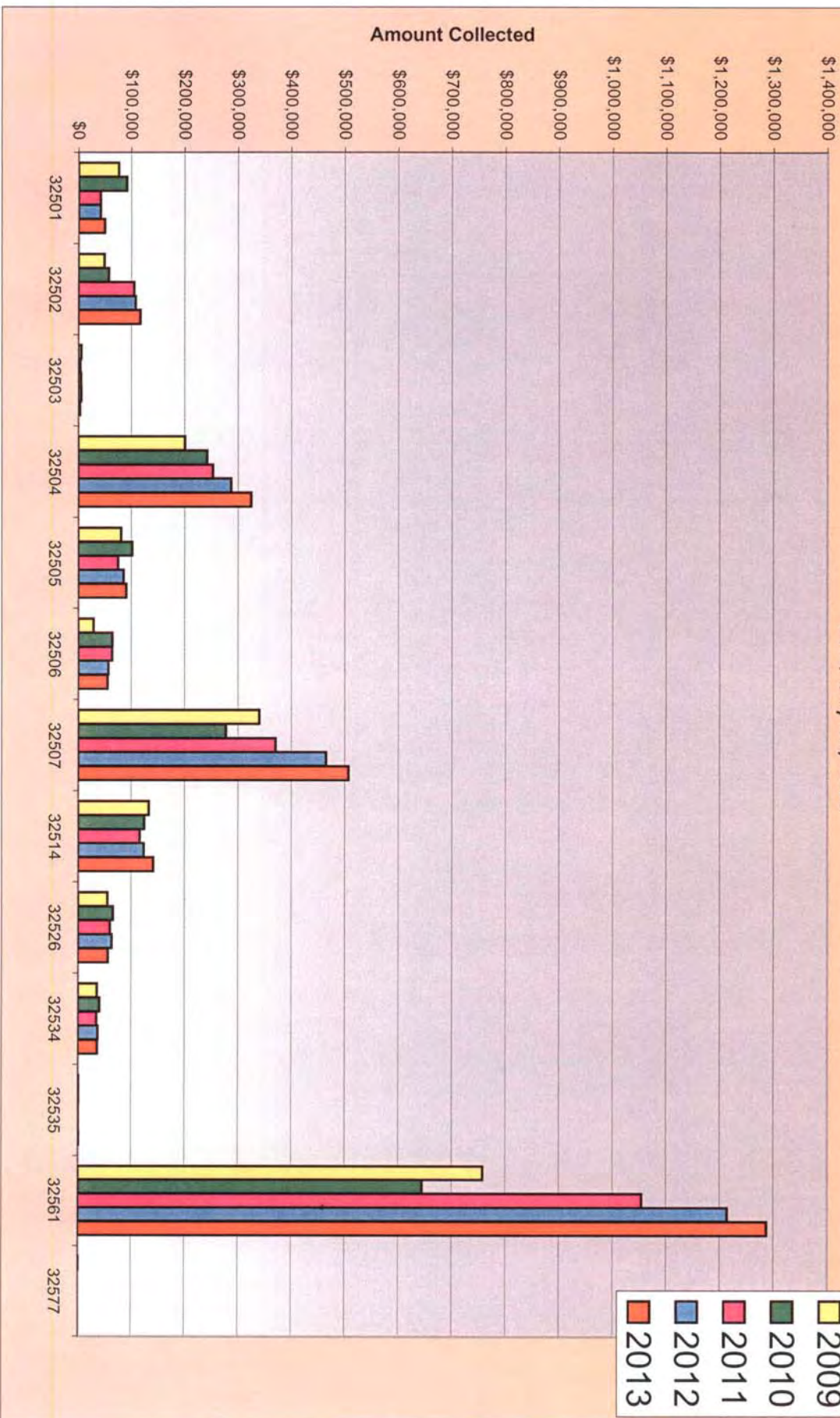
Tourist Development Tax Collections  
 5-Year Comparison on a Monthly Basis  
 September thru June Returns



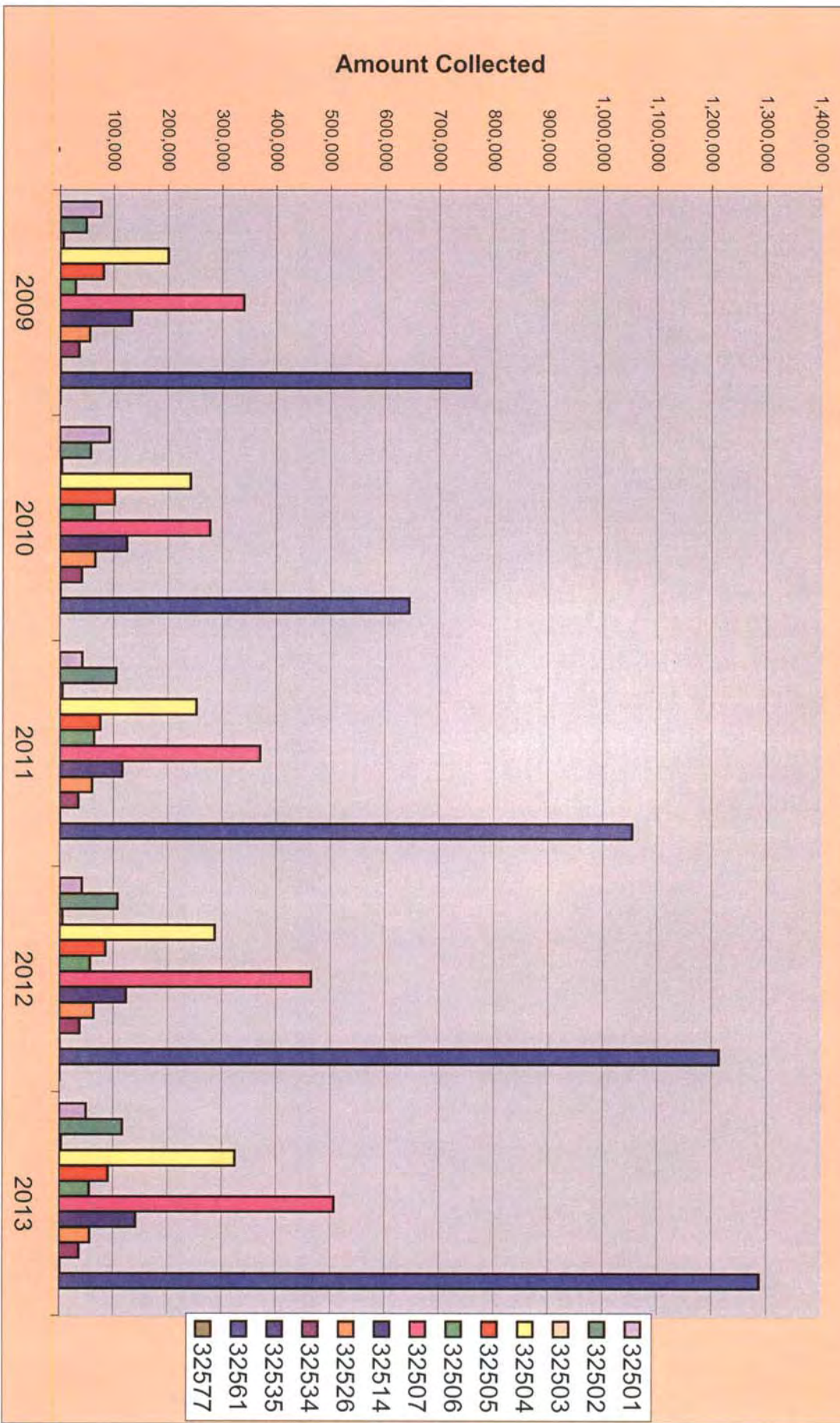
**TOURIST DEVELOPMENT TAX  
5 YEAR TRENDLINE  
FY 2009 - FY 2013  
Returns through June 30, 2013**



Tourist Development Monthly Tax Collections by Zip Code  
 5-Year Comparison for Deep Water Horizon Oil Spill  
 May - July Collections  
 As of July 31, 2013



**Tourist Development Monthly Tax Collections**  
**5-Year Comparison for Deep Water Horizon Oil Spill**  
**May - July Collections**  
**As of July 31, 2013**





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

## MEMORANDUM

**TO:** Honorable Board of County Commissioners

**FROM:** Honorable Pam Childers,

Clerk of the Circuit Court and Comptroller

**DATE:** August 12, 2013

**SUBJECT:** July 2013 Investment Report

PAM CHILDERS  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2013 AUG 13 A 10:59  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS

### RECOMMENDATION:

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

The total portfolio earnings for the month of April equaled \$131,107. 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 .03%. The core portfolio achieved an average Yield to Maturity at Cost of 1.09% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Year Treasury Index yielding .231%.

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

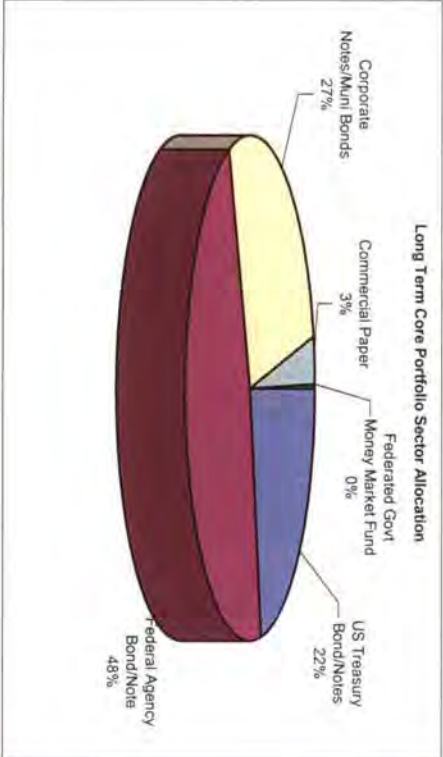
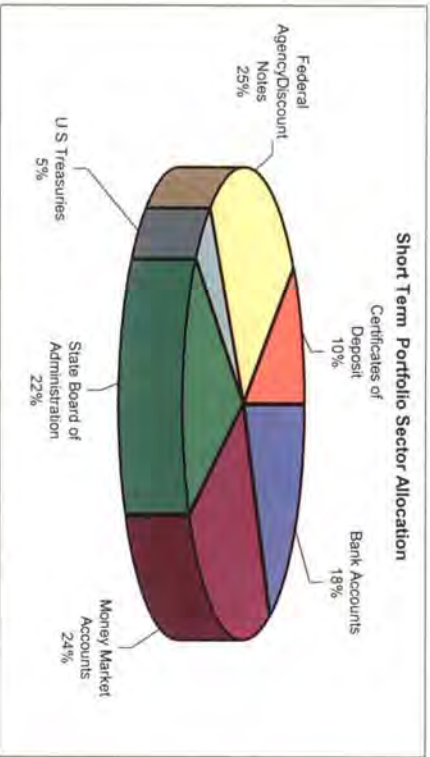
If you have any questions or comments, please do not hesitate to call me at 595-4310.

PC/lmh



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

**PORTFOLIO COMPOSITION**



| <b>SHORT TERM PORTFOLIO (Maturities &lt; or = to 1 Year):</b> |                       |                       |                              |
|---|-----------------------|-----------------------|------------------------------|
|   | Par Value             | Market Value          | Percent                      |
| Bank Accounts   | \$ 18,036,099         | \$ 18,036,099         | 18%                          |
| Money Market Accounts   | 24,915,361            | 24,915,361            | 25%                          |
| State Board of Administration                                 | 18,133,505            | 18,133,505            | 18%                          |
| U S Treasuries  | 5,000,000             | 4,999,735             | 5%                           |
| Federal Agency/Discount Notes                                 | 25,000,000            | 24,999,390            | 25%                          |
| Certificates of Deposit                                       | 10,000,000            | 10,000,000            | 10%                          |
| <b>Total Short Term Portfolio Assets:</b>                     | <b>\$ 101,084,964</b> | <b>\$ 101,084,089</b> | <b>100%</b>                  |
| <b>Short Term Portfolio Yield: 0.15%</b>                      |                       |                       |                              |
| <b>Benchmark S&amp;P GIP Index 30 Day: 3.00%</b>              |                       |                       |                              |
|   |                       |                       | <b>YTD Earnings: 117,960</b> |

| <b>LONG TERM CORE PORTFOLIO (Maturities &gt; 1 Year):</b>    |                       |                       |                                   |
|--|-----------------------|-----------------------|-----------------------------------|
|  | Par Value             | Market Value          | Percent                           |
| US Treasury Bond/Notes                                       | \$ 23,040,000         | \$ 23,215,242         | 22%                               |
| Federal Agency Bond/Note                                     | 48,965,000            | 49,625,798            | 47%                               |
| Corporate Notes/Muni Bonds                                   | 27,905,000            | 28,700,663            | 27%                               |
| Commercial Paper   | 3,050,000             | 3,046,895             | 3%                                |
| Federated Govt Money Market Fund                             | 397,332               | 397,332               | 0%                                |
| <b>Total Managed CORE Assets:</b>                            | <b>\$ 103,357,332</b> | <b>\$ 104,985,931</b> | <b>100%</b>                       |
| <b>CORE Portfolio Yield to Maturity at Cost: 1.09%</b>       |                       |                       |                                   |
| <b>CORE Portfolio Yield to Maturity at Market: 0.74%</b>     |                       |                       |                                   |
| <b>Benchmark Merrill Lynch 1-3 Yr Treasury Index: 0.159%</b> |                       |                       |                                   |
| <b>Benchmark Merrill Lynch 1-5 Yr Treasury Index: 0.231%</b> |                       |                       |                                   |
|  |                       |                       | <b>YTD Earnings: \$ 1,409,888</b> |

**Total Portfolio:** \$ 204,442,296    \$ 206,070,020

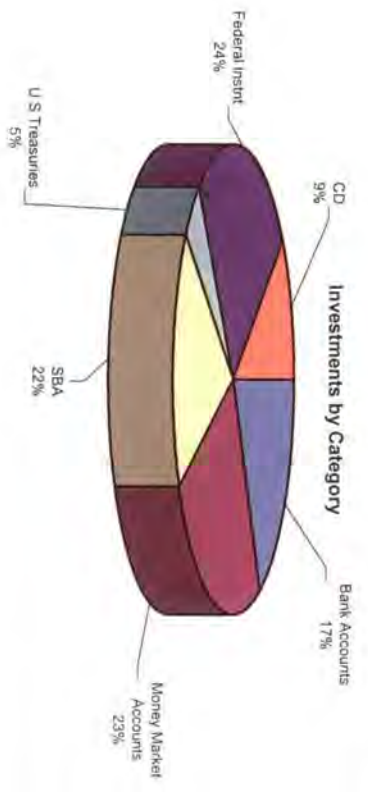
**Current Month Earnings:** \$ 131,107

**Year to Date Earnings:** \$ 1,527,847

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
SHORT TERM INVESTMENT PORTFOLIO REPORT  
FISCAL YEAR 2012-2013  
July 31, 2013**

|                         |               |
|-------------------------|---------------|
| Portfolio Balance:      | \$101,077,410 |
| Portfolio Yield:        | 0.15%         |
| Current Month Earnings: | \$2,451       |
| Year-to-Date Earnings:  | \$117,960     |

**PORTFOLIO COMPOSITION DISTRIBUTION**



Bank Accounts  
Money Market Accounts  
State Board of Administration  
U S Treasuries  
Federal Instrumentalities  
Certificates of Deposit

| Book Value           | Weighted Avg Maturity (in days) |
|----------------------|---------------------------------|
| \$18,036,099         | n/a                             |
| \$24,915,361         | n/a                             |
| \$18,133,505         | n/a                             |
| \$4,998,051          | 39                              |
| \$24,994,395         | 92                              |
| \$10,000,000         | 20                              |
| <b>\$101,077,410</b> | <b>100.00%</b>                  |

| PORTFOLIO MATURITY DISTRIBUTION (Federal Instruments and CDs) |              |             |              |              |              |
|---|--------------|-------------|--------------|--------------|--------------|
| 0-30 Days   | 31-90 Days   | 91-120 Days | 121-180 Days | 181-365 Days | Total        |
| \$14,996,000  | \$19,977,815 | \$0         | \$0          | \$0          | \$34,973,815 |

**PORTFOLIO COMPARISON TO BENCHMARK**

|                        |       |
|------------------------|-------|
| Portfolio Yield:       | 0.15% |
| S & P GIP Index 30 Day | 0.03% |

**INVESTMENTS PORTFOLIO COMPOSITION**  
**ESCAMBIA COUNTY, FLORIDA**  
 July 31, 2013

| Security Description                                | Number    | Purchase Date | Maturity Date | Interest or Coupon Rate | Yield to Maturity | Face Value        | Market Value 7/31/2013 | Book Value 7/31/2013 | Actual Percentage | Portfolio Limit | Issuer Percentage | Issuer Limit |
|---|-----------|---------------|---------------|-------------------------|-------------------|-------------------|------------------------|----------------------|-------------------|-----------------|-------------------|--------------|
| <b>BANK ACCOUNTS:</b>                               |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| BANK OF AMERICA (DEPOSITORY)                        |           |               |               | ECR 45%                 | NA                | 16,893,631        | 16,893,631             | 16,893,631           |                   |                 | 10.18%            | 10.00%       |
| BANK OF AMERICA (SHIP)                              |           |               |               | ECR 45%                 | NA                | 1,082,081         | 1,082,081              | 1,082,081            |                   |                 | 5.31%             | 10.00%       |
| BANK OF AMERICA (DDA)                               |           |               |               | ECR 45%                 | NA                | 60,387            | 60,387                 | 60,387               |                   |                 | 9.92%             | 10.00%       |
| <b>TOTAL BANK ACCOUNT</b>                           |           |               |               |                         |                   | <b>18,036,099</b> | <b>18,036,099</b>      | <b>18,036,099</b>    | <b>18.77%</b>     |                 |                   |              |
| <b>BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT</b> |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| SUNTRUST NOW (MONEY MKT) ACCOUNT                    |           |               |               | 0.15%                   | NA                | 9,778,268         | 9,778,268              | 9,778,268            |                   |                 | 10.18%            | 10.00%       |
| SERVIFIRST (MONEY MKT) ACCOUNT                      |           |               |               | 0.07%                   | NA                | 5,105,980         | 5,105,980              | 5,105,980            |                   |                 | 5.31%             | 10.00%       |
| TOTAL MONEY MARKET ACCOUNT                          |           |               |               | 0.30%                   | NA                | 10,031,113        | 10,031,113             | 10,031,113           |                   |                 | 9.92%             | 10.00%       |
|   |           |               |               |                         |                   | 24,915,361        | 24,915,361             | 24,915,361           | 25.93%            | 20.00%          |                   |              |
| <b>STATE BOARD OF ADMINISTRATION Acct #141071</b>   |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| TOTAL STATE BOARD OF ADMINISTRATION                 |           |               |               | 0.18%                   | NA                | 18,133,505        | 18,133,505             | 18,133,505           | 18.87%            | 25.00%          |                   |              |
| <b>U.S. TREASURIES:</b>                             |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| <b>CANTOR FITZGERALD-BILL</b>                       |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
|   | 912795287 | 11/30/2012    | 10/17/2013    | 0.13%                   | 0.13%             | 5,000,000         | 4,999,735              | 4,999,051            | 5.20%             | 100.00%         |                   |              |
| <b>MATURED UNITED STATES TREASURIES</b>             |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| TOTAL UNITED STATES TREASURIES                      |           |               |               |                         |                   | 5,000,000         | 4,999,735              | 4,998,051            |                   |                 |                   |              |
| <b>FEDERAL INSTRUMENTALITIES:</b>                   |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| <b>CANTOR-FHLB</b>                                  |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| TOTAL CANTOR  | 313395LR5 | 12/17/2012    | 9/13/2013     | 0.13%                   | 0.13%             | 5,000,000         | 4,999,880              | 4,998,665            | 4.95%             | 25.00%          |                   |              |
| <b>MSSB-FHLB</b>                                    |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| MSSB-FHLB   | 313385LN4 | 11/30/2012    | 9/10/2013     | 0.15%                   | 0.15%             | 5,000,000         | 4,999,890              | 4,998,520            |                   |                 |                   |              |
| MSSB-FHLB   | 313389KK1 | 12/17/2012    | 8/14/2013     | 0.12%                   | 0.12%             | 5,000,000         | 4,999,965              | 4,999,267            |                   |                 |                   |              |
| MSSB-FNMA   | 313389NH2 | 12/17/2012    | 10/23/2013    | 0.13%                   | 0.13%             | 5,000,000         | 4,999,655              | 4,997,943            |                   |                 |                   |              |
| TOTAL MSSB  |           |               |               |                         |                   | 15,000,000        | 14,999,510             | 14,995,730           | 19.78%            | 25.00%          |                   |              |
| <b>TOTAL FEDERAL INSTRUMENTALITIES</b>              |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
|   |           |               |               |                         |                   | 20,000,000        | 19,999,390             | 19,994,395           | 20.81%            | 100.00%         |                   |              |
| <b>CERTIFICATES OF DEPOSITS:</b>                    |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| <b>BVYA COMPASS</b>                                 |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| TOTAL BVYA COMPASS BANK                             | 670229474 | 11/16/2012    | 8/16/2013     | 0.25%                   | 0.25%             | 5,000,000         | 5,000,000              | 5,000,000            | 4.95%             | 10.00%          |                   |              |
| <b>SERVIFIRST</b>                                   |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| TOTAL SERVIFIRST BANK                               | 171033    | 8/24/12       | 8/29/13       | 0.45%                   | 0.45%             | 5,000,000         | 5,000,000              | 5,000,000            | 4.95%             | 10.00%          |                   |              |
| <b>TOTAL CERTIFICATES OF DEPOSITS</b>               |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
|   |           |               |               |                         |                   | 10,000,000        | 10,000,000             | 10,000,000           | 10.41%            | 20.00%          |                   |              |
| <b>TOTAL INVESTMENTS</b>                            |           |               |               |                         |                   |                   |                        |                      |                   |                 |                   |              |
| INTEREST RECEIVABLE AS OF:                          |           | 7/31/2013     |               |                         |                   | 96,094,964        | 96,094,093             | 96,077,410           | 100.00%           |                 |                   |              |
| TOTAL EQUITY IN INVESTMENTS AS OF:                  |           | 7/31/2013     |               |                         |                   |                   |                        | 29,880               |                   |                 |                   |              |
| TOTAL EQUITY IN INVESTMENTS AS OF:                  |           | 7/31/2013     |               |                         |                   |                   |                        | 96,107,290           |                   |                 |                   |              |
| TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:        |           | 7/31/2013     |               |                         |                   |                   |                        | 104,703,608          |                   |                 |                   |              |
| TOTAL EQUITY IN INVESTMENTS AS OF:                  |           | 7/31/2013     |               |                         |                   |                   |                        | 200,810,898          |                   |                 |                   |              |





# Escambia County Clerk of Court, Florida



## Investment Performance Review Quarter Ended June 30, 2013

### Investment Advisors

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June 30, 2013 PFM Month-End Statement  
(statements are available online at [www.pfm.com](http://www.pfm.com))

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is 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.

# TAB I

### Summary

- After hitting 2013 lows during the quarter, interest rates skyrocketed on stronger economic prospects and the Federal Reserve's (Fed's) impending plan to reduce bond purchases.
- The U.S. housing market continued to strengthen, and the unemployment rate remained unchanged for the quarter at 7.6% as more Americans looked for employment.
- The domestic economy continues to show signs of improvement, but the potential for a cessation of the Fed's quantitative easing programs has increased volatility within the markets.

### Economic Snapshot

- U.S. job creation was healthy, with an average of 196,000 jobs added each month in the second quarter, but the federal government continued to shed jobs.
- Consumer confidence was near a six-year high (University of Michigan index at 84.1 in June), boosted by an improving jobs market and the wealth effect of rising housing prices and a strong stock market.
- U.S. gross domestic product (GDP) grew by only 1.8% for the first quarter, the third reading below 2% in the past four quarters. Despite sluggish consumer spending, the Fed upgraded its projections for growth in 2014.
- In general, economic data for major economies outside of the U.S. was disappointing. The euro-zone economy marked a seventh consecutive quarter of contraction, and the Chinese economy exhibited slower growth.

### Interest Rates

- Interest rates rose significantly during the latter half of the second quarter, as investors braced for the potential impact of reduced bond-buying by the Fed.
- The Federal Open Market Committee (FOMC) maintained its commitment to low short-term rates at its June 18-19 meeting. However, Fed Chairman Bernanke indicated the Fed would moderate the pace of bond purchases later this year if economic data is consistent with forecasted expectations.
- The spike in interest rates had elements of panic; however, in our opinion, rates needed to begin to normalize from the artificial lows of the past several years.

### Sector Performance

- Prices for fixed-income securities fell across the spectrum amid concerns about rising rates and a possible pull-back in accommodative monetary policy. Market volatility increased significantly since early May. Rising rates are a sign of the inevitable return to longer-term historical averages for interest rates.
- Treasuries looked more attractive relative to Agencies, as yield spreads on some similar-maturity Agencies were minimal. New-issue corporate bonds offered extra yield to entice investors given current spread levels. Despite stable fundamentals, yield spreads on Agencies and corporate bonds widened late in the quarter as liquidity dried up.
- Mortgage-backed securities (MBS) and longer-term municipal bonds experienced sharp sell-offs, resulting in significant negative returns for the quarter.

Economic Snapshot

| Labor Market                  | Latest         | Mar 2013 | Jun 2012 |
|-------------------------------|----------------|----------|----------|
| Unemployment Rate             | Jun'13 7.6%    | 7.6%     | 8.2%     |
| Change In Non-Farm Payrolls   | Jun'13 195,000 | 142,000  | 87,000   |
| Average Hourly Earnings (YoY) | Jun'13 2.2%    | 1.8%     | 2.0%     |
| Personal Income (YoY)         | May'13 3.3%    | 2.8%     | 3.1%     |
| Initial Jobless Claims (week) | Jun 28 343,000 | 388,000  | 374,000  |

| Growth                              | 2013Q1           | 2013Q1            | 2013Q1            |
|-------------------------------------|------------------|-------------------|-------------------|
| Real GDP (QoQ SAAR)                 | 1.8%             | 0.4% <sup>1</sup> | 1.3% <sup>2</sup> |
| GDP Personal Consumption (QoQ SAAR) | 2.6%             | 1.8% <sup>1</sup> | 1.5% <sup>2</sup> |
| Retail Sales (YoY)                  | May'13 4.3%      | 3.2%              | 3.7%              |
| ISM Manufacturing Survey (month)    | Jun'13 50.9      | 51.3              | 50.2              |
| Existing Home Sales (month)         | May'13 5.18 mil. | 4.94 mil.         | 4.41 mil.         |

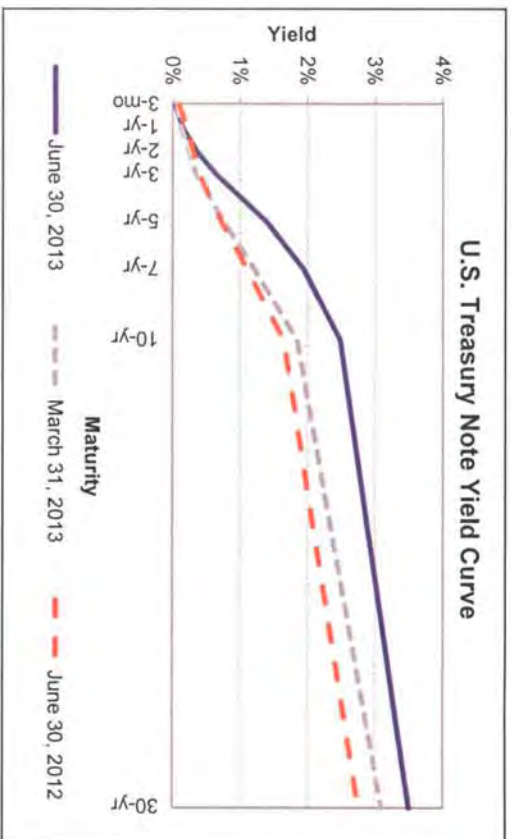
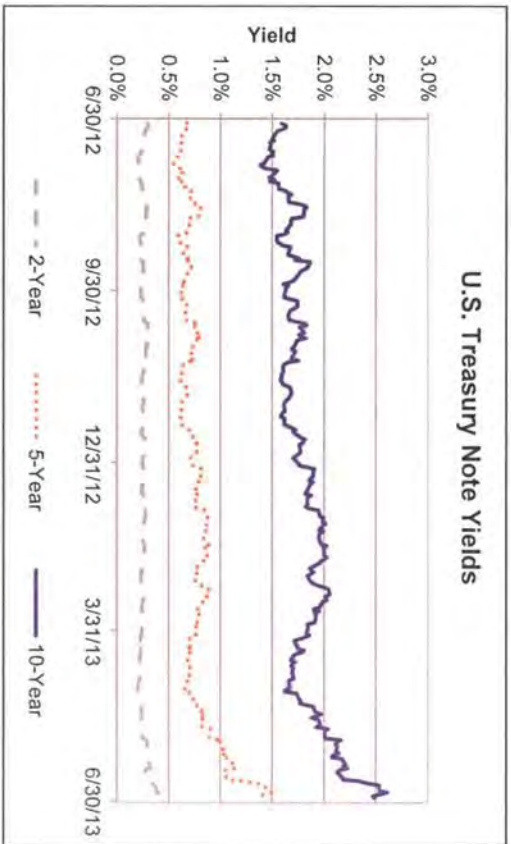
| Inflation / Prices                      | May'13         | May'13  | May'13  |
|---|----------------|---------|---------|
| Personal Consumption Expenditures (YoY) | 1.0%           | 1.0%    | 1.5%    |
| Consumer Price Index (YoY)              | May'13 1.4%    | 1.5%    | 1.7%    |
| Consumer Price Index Core (YoY)         | May'13 1.7%    | 1.9%    | 2.2%    |
| Crude Oil Futures (WTI, per barrel)     | Jun 30 \$96.56 | \$97.23 | \$84.96 |
| Gold Futures (oz)                       | Jun 30 \$1,224 | \$1,595 | \$1,604 |

1. Data as of Fourth Quarter 2012 2. Data as of Second Quarter 2012  
 Note: YoY = year over year, QoQ = quarter over quarter, S-AR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil

Source: Bloomberg

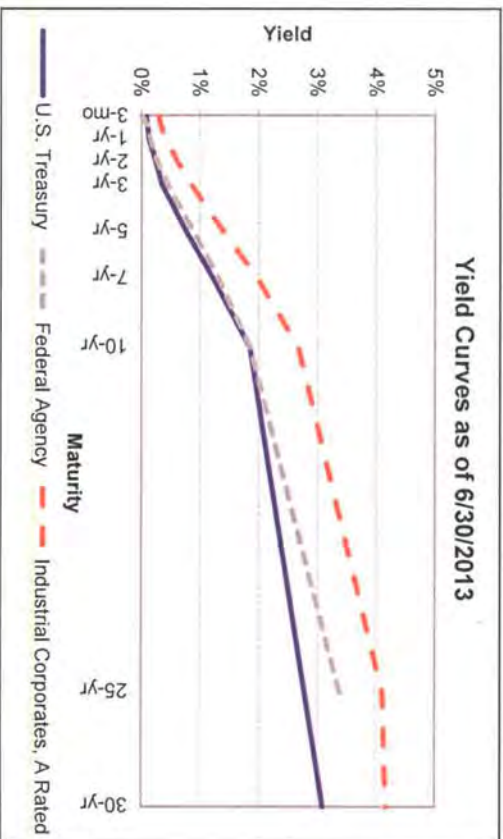
Investment Rate Overview



U.S. Treasury Note Yields

| Maturity | 6/30/13 | 3/31/13 | Change over Quarter | 6/30/12 | Change over Year |
|----------|---------|---------|---------------------|---------|------------------|
| 3-month  | 0.07%   | 0.07%   | 0.00%               | 0.11%   | (0.04%)          |
| 1-year   | 0.17%   | 0.13%   | 0.04%               | 0.26%   | (0.09%)          |
| 2-year   | 0.37%   | 0.28%   | 0.09%               | 0.32%   | 0.05%            |
| 5-year   | 1.40%   | 0.79%   | 0.61%               | 0.75%   | 0.65%            |
| 10-year  | 2.52%   | 1.93%   | 0.59%               | 1.73%   | 0.79%            |
| 30-year  | 3.48%   | 3.10%   | 0.38%               | 2.78%   | 0.70%            |

Source: Bloomberg



## BofA Merrill Lynch Index Returns

|  | As of 6/30/2013 | Returns for Periods ended 6/30/2013 |         |         |         |
|--|-----------------|-------------------------------------|---------|---------|---------|
|  | Duration        | Yield                               | 3 Month | 1 Year  | 3 Years |
| <b>1-3 Year Indices</b>                              |                 |                                     |         |         |         |
| U.S. Treasury  | 1.89            | 0.37%                               | (0.10%) | 0.33%   | 0.82%   |
| Federal Agency                                       | 1.80            | 0.48%                               | (0.13%) | 0.34%   | 0.97%   |
| U.S. Corporates, A-AAA rated                         | 1.99            | 1.20%                               | (0.22%) | 2.16%   | 2.63%   |
| Agency MBS (0 to 3 years)                            | 1.69            | 1.67%                               | (1.00%) | (0.40%) | 1.75%   |
| Municipals   | 1.77            | 0.70%                               | (0.16%) | 0.62%   | 1.27%   |
| <b>1-5 Year Indices</b>                              |                 |                                     |         |         |         |
| U.S. Treasury  | 2.72            | 0.66%                               | (0.67%) | (0.03%) | 1.44%   |
| Federal Agency                                       | 2.61            | 0.81%                               | (0.74%) | 0.01%   | 1.28%   |
| U.S. Corporates, A-AAA rated                         | 2.91            | 1.70%                               | (1.09%) | 2.19%   | 3.40%   |
| Agency MBS (0 to 5 years)                            | 3.06            | 2.66%                               | (1.37%) | (0.60%) | 2.46%   |
| Municipals   | 2.51            | 1.04%                               | (0.61%) | 0.53%   | 1.86%   |
| <b>Master Indices (Maturities 1 Year or Greater)</b> |                 |                                     |         |         |         |
| U.S. Treasury  | 5.78            | 1.40%                               | (2.21%) | (2.00%) | 3.03%   |
| Federal Agency                                       | 4.01            | 1.34%                               | (1.97%) | (0.90%) | 2.12%   |
| U.S. Corporates, A-AAA rated                         | 6.57            | 2.96%                               | (3.12%) | 0.89%   | 5.08%   |
| Agency MBS   | 4.61            | 2.96%                               | (1.92%) | (1.15%) | 2.52%   |
| Municipals   | 7.81            | 3.21%                               | (3.33%) | 0.10%   | 4.66%   |

1. Duration and yield are after the indices were rebalanced at month end.

2. Returns are rolling returns. Returns for periods greater than one year are annualized.

Source: Bloomberg

**Disclosures**

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 suitability. This material is 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.

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# TAB II

## Executive Summary

## PORTFOLIO STRATEGY

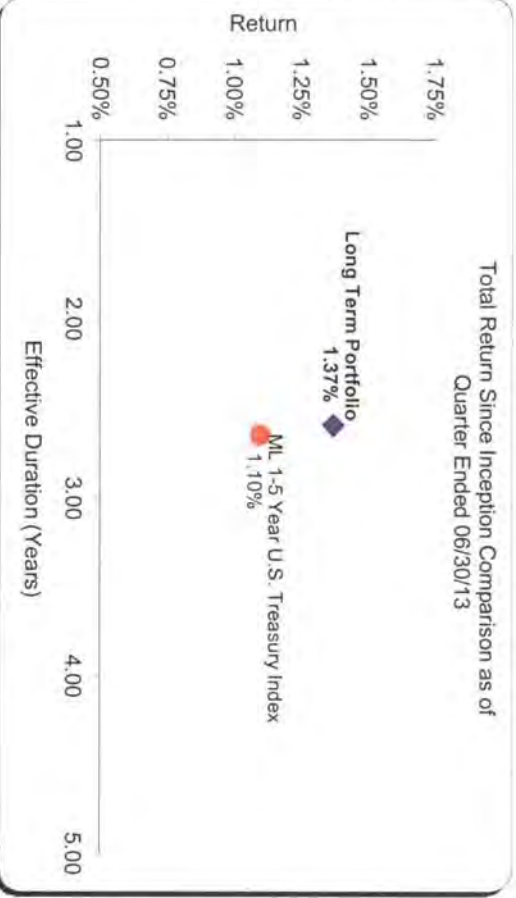
- The County's Long Term Portfolio is of high credit quality and invested in U.S. Treasury, Federal Agency, high quality corporate, commercial paper and municipal securities.
- PFM continued to actively manage the Long Term Portfolio during the second quarter and found value in the market, taking advantage of market inefficiencies or changes in economic outlook. As a result the Portfolio realized over \$130,019 in gains on sales during the quarter. PFM is continually in the market monitoring for opportunities to add value to the Portfolio.
- The Long Term Portfolio's quarterly total return performance of -0.70% underperformed the benchmark performance of -0.69% by 0.01%. This underperformance is due to the volatility in the bond market that rose sharply during the latter half of the second quarter which initiated a wave of investor repositioning that left no safe harbor within the fixed income space. Results across all segments of the bond market were negative, with longer maturities and higher risk sectors (i.e. high yield and MBS) suffering the most. In some sectors, like MBS and longer Treasuries, the negative returns in Q2 wiped out returns for the past year. Our main goal is to preserve the principal of the Portfolio and in this volatile market we will continue to diligently manage the Portfolio.
- The second quarter started with interest rates well entrenched within long-standing ranges, U.S. economic conditions improving at a modest pace, and the Federal Reserve (Fed) purchasing \$85 billion of long-term Treasuries and agency mortgage-backed securities (MBS) per month. As conditions appeared relatively stable, the strategy at the beginning of the quarter was to remain slightly short of duration targets relative to benchmarks.
- Conditions began to reverse in May, in part due to what seemed like a rather innocuous comment by Fed Chairman Bernanke about possible tapering of Fed bond purchases in the Q&A portion of his testimony to the Joint Economic Committee of Congress. Rates moved higher, but in a normal and orderly fashion within the existing trading ranges. At that point, the impact on Treasuries was negative, but contained, and spread movements on agency and corporate debt were minimal. 2-year, 5-year and 10-year Treasuries had risen by 6, 25 and 28 basis points (0.06%, 0.25%, 0.28%), respectively, from March 31 to May 31.
- Conditions deteriorated quickly in June, after Bernanke laid out a more definitive plan to curtail bond purchases later this year. By quarter end, longer-term yields had surged further, with the 5-year Treasury reaching 1.40% and the 10-year reaching 2.49% – the highest levels since August 2011. The scale and pace of the rate spike in late June had elements of panic and surprised most investors. Massive selling and deleveraging in certain market sectors caused liquidity to dry up, which further affected market prices.
- The second quarter adjustment process has bequeathed investors with a much steeper yield curve, which offers the ability to enhance return through "roll-down" – the natural tendency of bonds to appreciate as time passes and their maturity shortens. Although longer maturities have greater market risk, they also offer higher yields and greater roll-down potential.
- Risk management will remain a key aspect of our overall approach under volatile market conditions. In particular, ensuring adequate liquidity will be an important element of the strategy, so as not to have to sell into adverse market conditions. Furthermore, given wider differences between bid prices and offering prices in most sectors (the "bid/ask spread"), we will likely carry more Treasuries than usual to provide additional flexibility to adjust portfolio composition or duration as opportunities arise.
- We will focus more than ever on safety of principal and appropriate liquidity in this new and challenging environment, while maximizing value through careful, prudent active management. Our strategy will remain appropriately flexible and may change in response to changes in interest rates, economic data, market outlook or specific opportunities that arise.

# Escambia County Clerk of Court, Florida

Investment Report - Quarter Ended June 30, 2013

## Long Term Portfolio Performance

|   |  |               |                  |                 |                  |
|---|--|---------------|------------------|-----------------|------------------|
| <b>Total Portfolio Value<sup>1</sup></b>          | Market Value                             | June 30, 2013 | \$104,990,842.12 | March 31, 2013  | \$105,930,123.15 |
|   | Amortized Cost                           | June 30, 2013 | \$104,703,608.39 | March 31, 2013  | \$104,505,854.44 |
| <b>Total Return<sup>2,3,4</sup></b>               | Quarterly Return                         | June 30, 2013 | -0.70%           | Last 6 Months   | -0.48%           |
|   |  |               | -0.69%           | Last 12 Months  | 0.23%            |
|   |  |               |                  | Last 2 Years    | 1.43%            |
|   |  |               |                  | Last 3 Years    | N/A              |
|   |  |               |                  | Since Inception | 1.37%            |
| <b>Long Term Portfolio</b>                        | Effective Duration(Years) <sup>4,5</sup> | June 30, 2013 | 2.59             | March 31, 2013  | 2.58             |
|   |  |               | 2.64             |                 | 2.65             |
| <b>Merrill Lynch 1-5 Year U.S. Treasury Index</b> | Yields                                   | June 30, 2013 | 0.80%            | March 31, 2013  | 0.51%            |
|   | Yield at Market                          |               | 1.10%            |                 | 1.15%            |
|   | Yield at Cost                            |               |                  |                 |                  |
| <b>Portfolio Duration % of Benchmark Duration</b> |  |               | 98%              |                 | 97%              |

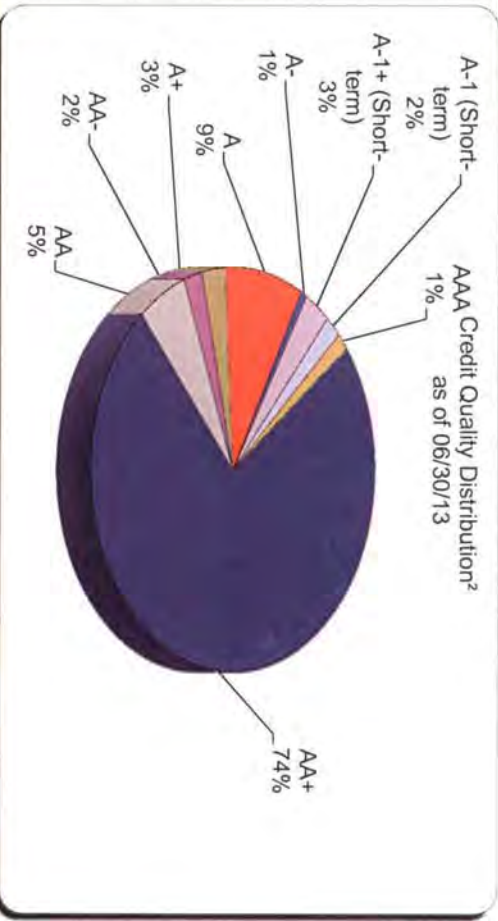
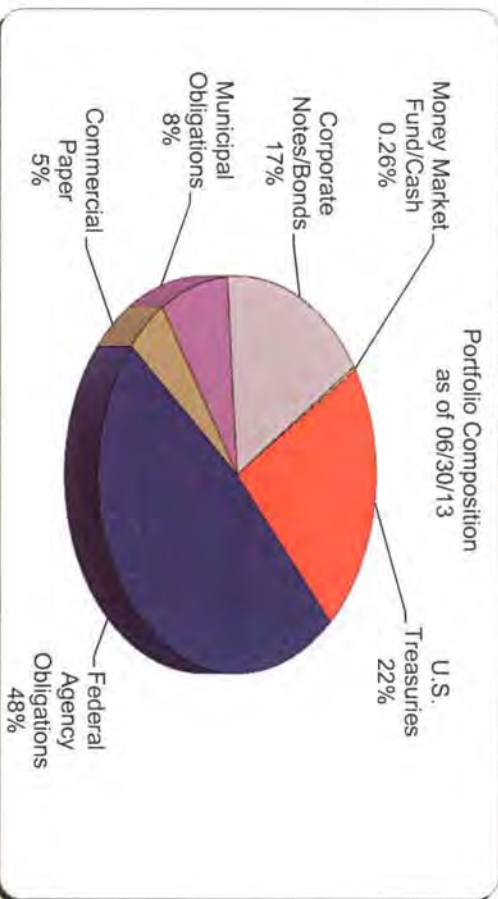


### Notes

- In order to comply with GASB accrual accounting reporting requirements, forward settling trades are included in the monthly balances. End of quarter trade-date market values of portfolio holdings, including accrued interest.
- Performance on trade date basis, gross (i.e., before fees), is in accordance with The CFA Institute's Global Investment Performance Standards (GIPS). Quarterly returns are presented on an unannualized basis. Returns presented for 12 months or longer are presented on an annual basis. Past performance is not indicative of future results.
- Since inception the benchmark has been the Merrill Lynch 1-5 Year U.S. Treasury Note Index.
- Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Includes money market fund/cash in performance and duration computations.

Long Term Portfolio Composition and Credit Quality Characteristics

| Security Type <sup>1</sup>   | June 30, 2013           | % of Portfolio | March 31, 2013          | % of Portfolio |
|------------------------------|-------------------------|----------------|-------------------------|----------------|
| U.S. Treasuries              | \$23,226,066.06         | 22.1%          | \$22,540,142.64         | 21.3%          |
| Federal Agencies             | 50,381,502.66           | 48.0%          | 51,655,845.28           | 48.8%          |
| Commercial Paper             | 4,939,171.06            | 4.7%           | 3,048,645.80            | 2.9%           |
| Certificates of Deposit      | 0.00                    | 0.0%           | 0.00                    | 0.0%           |
| Bankers Acceptances          | 0.00                    | 0.0%           | 0.00                    | 0.0%           |
| Repurchase Agreements        | 0.00                    | 0.0%           | 0.00                    | 0.0%           |
| Municipal Obligations        | 8,299,938.66            | 7.9%           | 8,534,582.56            | 8.1%           |
| Corporate Notes/Bonds        | 17,868,119.68           | 17.0%          | 19,877,264.49           | 18.8%          |
| Corporate Notes-FDIC Insured | 0.00                    | 0.0%           | 0.00                    | 0.0%           |
| Mortgage Backed              | 0.00                    | 0.0%           | 0.00                    | 0.0%           |
| Money Market Fund/Cash       | 276,044.00              | 0.3%           | 273,642.38              | 0.3%           |
| <b>Totals</b>                | <b>\$104,990,842.12</b> | <b>100.0%</b>  | <b>\$105,930,123.15</b> | <b>100.0%</b>  |



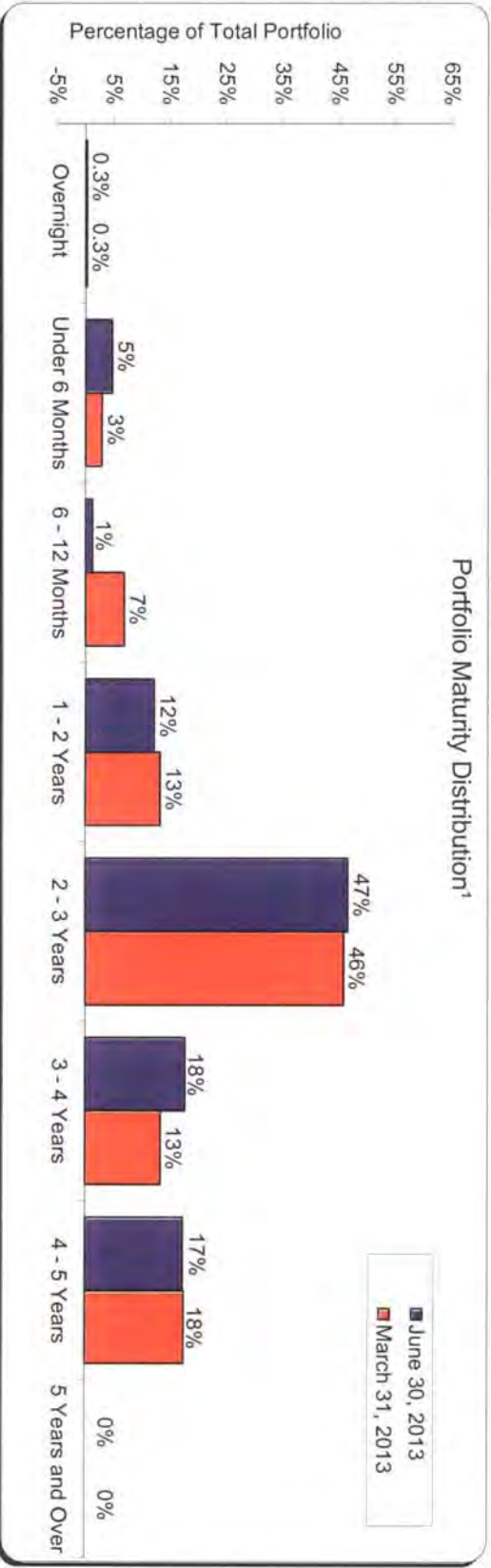
Notes:

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

2. Credit rating of securities held in portfolio, exclusive of money market fund/GP. Standard & Poor's is the source of the credit ratings.

Long Term Portfolio Maturity Distribution

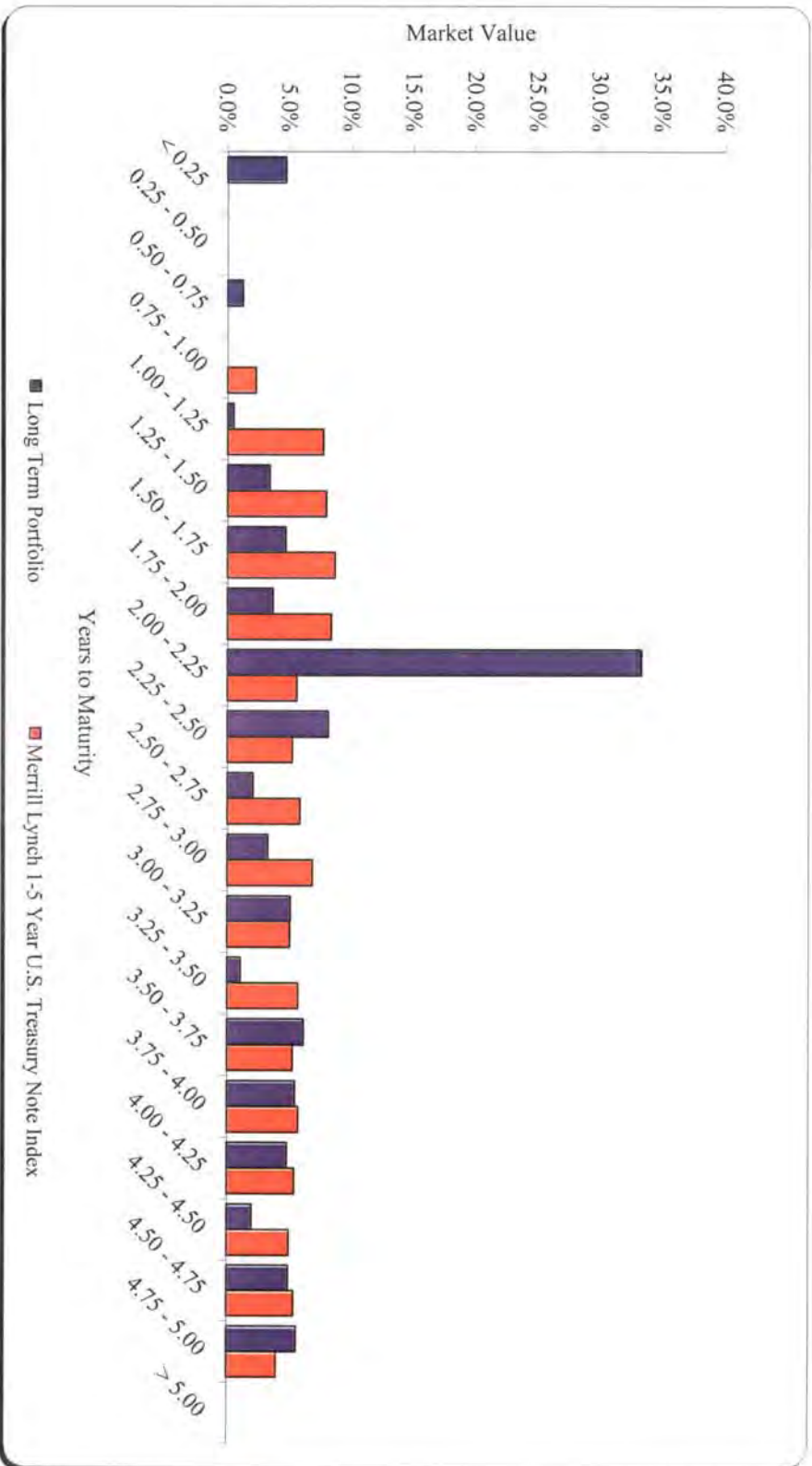
| Maturity Distribution <sup>1</sup> | June 30, 2013           | March 31, 2013          |
|------------------------------------|-------------------------|-------------------------|
| Overnight (Money Market Fund)      | \$276,044.00            | \$273,642.38            |
| Under 6 Months                     | 4,939,171.06            | 3,048,645.80            |
| 6 - 12 Months                      | 1,272,247.44            | 7,266,579.17            |
| 1 - 2 Years                        | 12,820,643.77           | 14,020,529.63           |
| 2 - 3 Years                        | 48,929,634.94           | 48,571,996.39           |
| 3 - 4 Years                        | 18,601,732.60           | 14,202,907.13           |
| 4 - 5 Years                        | 18,151,368.31           | 18,545,822.65           |
| 5 Years and Over                   | 0.00                    | 0.00                    |
| <b>Totals</b>                      | <b>\$104,990,842.12</b> | <b>\$105,930,123.15</b> |



Notes:

1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

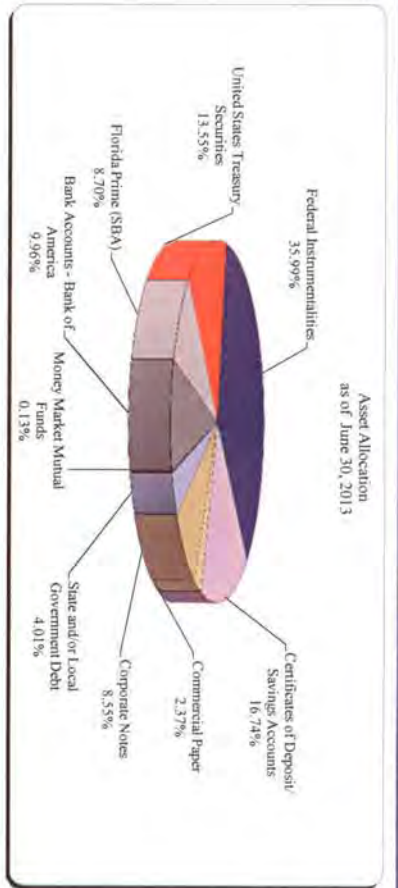
Long Term Portfolio Maturity Distribution versus the Benchmark<sup>1</sup>



Notes:

1. Due to the nature of the security, Mortgage-Backed Securities are represented based on their average life maturity rather than their final maturity.

| Security Type <sup>1</sup>                 | June 30, 2013 | June 30, 2013 | Notes | Permitted by Policy |
|--|---------------|---------------|-------|---------------------|
| Florida Prime (SBA)                        | 18,130,735.70 | 8.70%         |       | 25%                 |
| United States Treasury Securities          | 28,256,117.24 | 13.55%        |       | 100%                |
| United States Government Agency Securities | -             | 0.00%         |       | 50%                 |
| Federal Instrumentalities                  | 75,041,998.59 | 35.99%        |       | 100%                |
| Mortgage-Backed Securities                 | -             | 0.00%         |       | 0%                  |
| Certificates of Deposit/ Savings Accounts  | 34,911,511.43 | 16.74%        | 2     | 20%                 |
| Repurchase Agreements                      | -             | 0.00%         |       | 20%                 |
| Commercial Paper                           | 4,938,983.25  | 2.37%         |       | 25%                 |
| Corporate Notes                            | 17,821,787.19 | 8.55%         |       | 20%                 |
| Bankers' Acceptances                       | -             | 0.00%         |       | 25%                 |
| State and/or Local Government Debt         | 8,381,181.81  | 4.01%         |       | 25%                 |
| Money Market Mutual Funds                  | 276,043.73    | 0.13%         |       | 50%                 |
| Intergovernmental Investment Pool          | -             | 0.00%         |       | 25%                 |
| Bank Accounts - Bank of America            | 20,764,075.70 | 9.95%         | 2     | 100%                |



| Individual Issuer Breakdown                     | June 30, 2013 | June 30, 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)                   | 19,966,208.20 | 9.59%         |       | 25%                 |
| Federal National Mortgage Association (FNMA)    | 30,712,557.79 | 14.73%        |       | 25%                 |
| Federal Home Loan Mortgage Corporation (FHLMC)  | 24,332,930.61 | 11.87%        |       | 25%                 |

| Individual Issuer Breakdown                     | June 30, 2013 | June 30, 2013 | Notes | Permitted by Policy |
|---|---------------|---------------|-------|---------------------|
| CD - ServerFirst                                | 5,000,000.00  | 2.40%         | 2     | 10%                 |
| CD - BBVA Compass                               | 5,000,000.00  | 2.40%         | 2     | 10%                 |
| Branch Banking and Trust Money Market Account   | 9,777,021.90  | 4.89%         |       | 10%                 |
| Santitas New Money Market Account               | 5,105,576.43  | 2.45%         |       | 10%                 |
| Sevensist Money Market Account                  | 10,028,813.10 | 4.81%         |       | 10%                 |
| Robobank USA Commercial Paper                   | 3,046,957.64  | 1.46%         |       | 5%                  |
| BNP Paribas Commercial Paper                    | 1,889,025.61  | 0.91%         |       | 5%                  |
| General Electric Corporate Notes                | 2,827,202.31  | 1.38%         |       | 5%                  |
| Apple Inc. Corporate Notes                      | 1,128,864.08  | 0.54%         |       | 5%                  |
| John Deere Corporate Notes                      | 2,485,984.25  | 1.19%         |       | 5%                  |
| Bank of New York Mellon Corporate Notes         | 2,759,019.64  | 1.32%         |       | 5%                  |
| McDonald's Corporate Notes                      | 1,088,807.82  | 0.53%         |       | 5%                  |
| JP Morgan Chase Corporate Notes                 | 3,006,025.03  | 1.44%         |       | 5%                  |
| Amheuser-Busch Corporate Notes                  | 2,012,834.88  | 0.97%         |       | 5%                  |
| Caterpillar Corporate Notes                     | 701,876.62    | 0.34%         |       | 5%                  |
| PepsiCo Corporate Notes                         | 701,429.51    | 0.34%         |       | 5%                  |
| Toyota Corporate Notes                          | 1,100,843.07  | 0.53%         |       | 5%                  |
| Michigan State Municipal Bond                   | 1,043,990.13  | 0.50%         |       | 10%                 |
| Calleguas Water District, CA REV Bond           | 1,510,655.00  | 0.72%         |       | 10%                 |
| Pennsylvania State Municipal Bond               | 5,806,556.68  | 2.78%         |       | 10%                 |
| Money Market Mutual Fund - Federated Government | 276,043.73    | 0.13%         |       | 25%                 |

<sup>1</sup> End of month trade-date amortized cost of portfolio holdings, including accrued interest.  
<sup>2</sup> Managed by the County.  
<sup>3</sup> All Assets

# TAB III



Insert Month End Statement here to complete the report.

Statements are available online at [www.pfm.com](http://www.pfm.com)  
login and click on the link to "Monthly Statements"  
on the left side of the screen.



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-4787**

**Clerk & Comptroller's Report 8.2.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 08/20/2013

**Issue:** Minutes and Reports

**From:** Doris Harris, Deputy Clerk to the Board

**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

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

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

A. Approve the Minutes of the Regular Board Meeting held August 8, 2013; and

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 8, 2013.

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**Attachments**

August 8, 2013. Agenda Work Session Report

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD AUGUST 8, 2013  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:06 a.m. – 12:17 p.m.)

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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., August 8, 2013, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, reviewed the agenda cover sheet, and Derek Whidden, Grants Coordinator, Escambia County Sheriff's Office, commented concerning the 5:32 p.m. Public Hearing and Robbie Schrock, Santa Rosa Island Authority, commented concerning the 5:34 p.m. Public Hearing;
  - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. T. Lloyd Kerr, Director, Development Services Department, and County Attorney Rogers reviewed the Growth Management Report;
  - D. Interim County Administrator Touart, Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, Michael D. Weaver, Director, Public Safety Department, Joy D. Blackmon, P.E., Director, Public Works Department, Claudia Simmons, Purchasing Manager, Marilyn Wesley, Director, Community Affairs Department, and Thomas "Tom" Turner, Director, Human Resources Department, reviewed the County Administrator's Report;
  - E. County Attorney Rogers, David Wheeler, Deputy Department Director, Facilities Management Branch, Public Works Department, and Interim County Administrator Touart reviewed the County Attorney's Report; and
  - F. Commissioner Robinson reviewed his add-on item.

REPORT OF THE AGENDA WORK SESSION – Continued

2. FOR INFORMATION: Interim County Administrator Touart and County Attorney Rogers commented concerning a sunken boat that is creating a navigation hazard at Galvez Landing, and Interim County Administrator Touart advised that Code Enforcement has issued a citation to the owner, who has 10 days to remove the vessel or the County will abate the hazard.
3. FOR INFORMATION: Commissioner Robinson provided an update concerning the RESTORE Act funds.
4. FOR INFORMATION: Interim County Administrator Touart and Amy Lovoy, Director, Management and Budget Services Department, provided an update on the Escambia County Jail transition, and Chief Deputy Eric Haines commented concerning the funding issues.

NAME

DEPARTMENT/AGENCY

|    |                    |                    |
|----|--------------------|--------------------|
| 1  | Dusan A. Woy       | Clerk of Court     |
| 2  | Doris Harris       | Clerk to the Board |
| 3  | Pam Childers       | Clerk              |
| 4  | GEO Tomark         | CA                 |
| 5  | Juday Witterstader | CAO                |
| 6  | Jim McValenti      | Rec                |
| 7  | Lynn May           | BCC                |
| 8  | Sam Bligh          | BCC                |
| 9  | Steven Bogy        | BCC                |
| 10 | Wilson Robertson   | BCC                |
| 11 | RE                 | City Atty          |
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NAME

DEPARTMENT/AGENCY

|    |                   |                    |
|----|-------------------|--------------------|
| 1  | Dave Murr         | PNJ                |
| 2  | Deena [unclear]   | BCC-2              |
| 3  | Keith Wilkins     | C+E                |
| 4  | [unclear]         | PW                 |
| 5  | Gretta Green      |                    |
| 6  | Ann Robertson     | Bit                |
| 7  | Robert Turpin     | CED/marine         |
| 8  | J. Jones          | DEV Service        |
| 9  | D. [unclear]      | Legal              |
| 10 | Pat [unclear]     | DRW                |
| 11 | Jeremy Morrison   | Independent News   |
| 12 | Bekky Agutter     | BCC D4             |
| 13 | Sandra Slay       | Env Ent.           |
| 14 | Susan Welms       | Workforce Escarosa |
| 15 | Norden [unclear]  | <del>covered</del> |
| 16 | Robbie Schnock    | SRIA               |
| 17 | Mike Wenner       | PS                 |
| 18 | Allyson Cain      | Dev Services       |
| 19 | Derek Whiddow     | ECSD               |
| 20 | Casy Brown        | TRAFFIC            |
| 21 | LARRY GOODWIN     | PIW                |
| 22 | DAVID WHEELER     | FACILITIES MGT     |
| 23 | Tom Turner        | HR                 |
| 24 | Claudia Sumner    | Overch             |
| 25 | DAVID MESSERWHITE | IT                 |
| 26 | Yasla Jones       | Community Affairs  |
| 27 | R. [unclear]      | ECSD               |
| 28 | Eria Haines       | "                  |
| 29 | Shenit Muzer      | ECSD               |
| 30 | Brian Chetwade    | Escombe Fire       |

NAME

DEPARTMENT/AGENCY

|    | NAME         | DEPARTMENT/AGENCY           |
|----|--------------|-----------------------------|
| 1  | Nick Gradia  | Escambia County Fire-Rescue |
| 2  | Bill PEARSON | PIO                         |
| 3  | SARA BACHFA  | PIO                         |
| 4  | Todd Thomson | BP                          |
| 5  | Lloyd Keel   | Development Services        |
| 6  | MIKE HARDIN  | Supervisor of Elections     |
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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4771**

**Growth Management Report 8.1.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 08/20/2013

**Issue:** 5:45 p.m. A Public Hearing - LDC Ordinance Article 6, Chickens as Accessory to Single Family

**From:** T. Lloyd Kerr, AICP, Department Director

**Organization:** Development Services

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**RECOMMENDATION:**

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

That the Board adopt, deny or modify an Ordinance to the Land Development Code (LDC) Article 6.03.01., to allow chickens as permitted accessory uses for single family residential dwellings.

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

At the July 1, 2013 Planning Board meeting, the Board recommended approval.

**BACKGROUND:**

Based on significant public input, the Board finds that many Escambia County residents seek to own, possess, and raise live chickens as an accessory non-commercial use to their primary usage of single-family residential dwellings, and that establishing such an accessory use serves a public purpose.

**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 Ryan Ross, 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**

Draft Ordinance

Ordinance

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**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: \_\_\_\_\_

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

Date requested back by: \_\_\_\_\_

Requested by: \_\_\_\_\_

Phone Number: \_\_\_\_\_



(LEGAL USE ONLY)

Legal Review by \_\_\_\_\_

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

\_\_\_\_\_ Approved as to form and legal sufficiency.

\_\_\_\_\_ Not approved.

\_\_\_\_\_ Make subject to legal signoff.

Additional comments:

**ORDINANCE NUMBER 2013-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.03.01 BY ADDING THE POSSESSION OF LIVE CHICKENS FOR NON-COMMERCIAL PURPOSES AS A PERMITTED ACCESSORY USE FOR SINGLE-FAMILY RESIDENTIAL DWELLINGS; ESTABLISHING RESTRICTIONS ON THE POSSESSION OF LIVE CHICKENS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners has authorized certain subordinate activities and land uses as permitted accessory uses in specified zoning districts; and

**WHEREAS**, based on significant public input, the Board finds that many Escambia County residents seek to own, possess, and raise live chickens as an accessory non-commercial use to their primary usage of single-family residential dwellings, and that establishing such an accessory use therefore serves a public purpose; and

**WHEREAS**, the Board further finds that imposing certain restrictions on such an accessory use would protect the public health, safety, welfare from any deleterious effects on neighboring properties that may stem from this accessory use.

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

**SECTION 1. RECITALS.**

The aforementioned recitals are hereby incorporated into this ordinance as the legislative findings of the Escambia County Board of County Commissioners.

**SECTION 2. OWNERSHIP OF CHICKENS AS ACCESSORY USE.**

1  
2 Part III of the Escambia County Code of Ordinances, the Land Development Code of  
3 Escambia County, Article 6, "Home Occupations and Other Accessory Uses", Section  
4 6.03.01, is hereby amended as follows (words underlined are additions and words  
5 ~~stricken~~ are deletions):

6  
7 **6.03.00. – Home occupations and other accessory uses.**

8 6.03.01. *Accessory uses.* Activities or uses customarily associated with and  
9 appropriately incidental and subordinate to the principal use when located on the same  
10 lot as such principal use shall be considered an accessory use and shall adhere to the  
11 conditions set forth in this section. Such accessory uses shall be controlled in the same  
12 manner as the principal use within the district where such uses are located, except as  
13 otherwise provided in section 2.10.06. Accessory uses include, but are not limited to,  
14 the following:

15 I. *Possession of Live Chickens (Gallus gallus domesticus) Accessory to Single*  
16 *Family Residential Dwellings.* The ownership, possession, and raising of live chickens  
17 *(Gallus gallus domesticus) is a permitted accessory use for all single-family residential*  
18 *dwelling primary uses. Notwithstanding any prohibition of farm animals or minimum lot*  
19 *area established for farm animals, the raising of chickens is allowed in all zoning*  
20 *districts where single-family residential dwellings are permitted primary uses, except*  
21 *those zoning districts specifically designated for Pensacola Beach and Perdido Key,*  
22 *provided the following standards must be met:*

- 23 1. The owner or occupant of a lot that is ¼ acre or less in size may not  
24 possess more that eight (8) chickens.  
25 2. Roosters are only permitted if kept no less than one-hundred (100) yards  
26 from any inhabited residential dwelling other than the dwelling of the  
27 owner thereof or the person keeping the same.  
28 3. Between sunrise and sunset, chickens may roam freely in the fenced  
29 rear yard of a single lot. During all other times, chickens must be kept in  
30 secure coops, pens or enclosures that prevent access from predators.

- 4. All pens, coops, or enclosures must be a minimum of 10 feet from rear and side property line of a single lot and 20 feet from any residential dwelling located on an adjacent lot.
- 5. Chickens may not be kept for commercial purposes unless otherwise allowed by zoning.

**SECTION 3. SEVERABILITY.**

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

**SECTION 4. INCLUSION IN CODE.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

**INTENTIONALLY LEFT BLANK**



ORDINANCE NUMBER 2013-\_\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.03.01 BY ADDING THE POSSESSION OF LIVE CHICKENS FOR NON-COMMERCIAL PURPOSES AS A PERMITTED ACCESSORY USE FOR SINGLE-FAMILY RESIDENTIAL DWELLINGS; ESTABLISHING RESTRICTIONS ON THE POSSESSION OF LIVE CHICKENS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners has authorized certain subordinate activities and land uses as permitted accessory uses in specified zoning districts; and

**WHEREAS**, based on significant public input, the Board finds that many Escambia County residents seek to own, possess, and raise live chickens as an accessory non-commercial use to their primary usage of single-family residential dwellings, and that establishing such an accessory use therefore serves a public purpose; and

**WHEREAS**, the Board further finds that imposing certain restrictions on such an accessory use would protect the public health, safety, welfare from any deleterious effects on neighboring properties that may stem from this accessory use.

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

**SECTION 1. RECITALS.**

The aforementioned recitals are hereby incorporated into this ordinance as the legislative findings of the Escambia County Board of County Commissioners.

**SECTION 2. OWNERSHIP OF CHICKENS AS ACCESSORY USE.**

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, "Home Occupations and Other Accessory Uses", Section 6.03.01, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

### **6.03.00. – Home occupations and other accessory uses.**

6.03.01. *Accessory uses.* Activities or uses customarily associated with and appropriately incidental and subordinate to the principal use when located on the same lot as such principal use shall be considered an accessory use and shall adhere to the conditions set forth in this section. Such accessory uses shall be controlled in the same manner as the principal use within the district where such uses are located, except as otherwise provided in section 2.10.06. Accessory uses include, but are not limited to, the following:

1. Possession of Live Chickens (*Gallus gallus domesticus*) Accessory to Single Family Residential Dwellings. The ownership, possession, and raising of live chickens (*Gallus gallus domesticus*) is a permitted accessory use for all single-family residential dwelling primary uses. Notwithstanding any prohibition of farm animals or minimum lot area established for farm animals, the raising of chickens is allowed in all zoning districts except Pensacola Beach and Perdido Key where single-family residential dwellings are permitted primary uses, provided the following standards must be met:

1. The owner or occupant of a lot that is ¼ acre or less in size may not possess more than eight (8) chickens.
2. Roosters are only permitted if kept no less than one-hundred (100) yards from any inhabited residential dwelling other than the dwelling of the owner thereof or the person keeping the same.
3. Between sunrise and sunset, chickens may roam freely in the fenced rear yard of a single lot. During all other times, chickens must be kept in secure coops, pens or enclosures that prevent access from predators.
4. All pens, coops, or enclosures must be a minimum of 10 feet from rear and side property line of a single lot and 20 feet from any residential dwelling located on an adjacent lot.
5. Chickens may not be kept for commercial purposes unless otherwise allowed by zoning.

### **SECTION 3. SEVERABILITY.**



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

**SECTION 4.            INCLUSION IN CODE.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 5.            EFFECTIVE DATE.**

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

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

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

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

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4770**

**Growth Management Report 8.2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 08/20/2013

**Issue:** 5:46 p.m. - A Public Hearing - LDC Ordinance Article 6, Sale of Alcohol in R-3PK as part of Condo Development

**From:** T. Lloyd Kerr, AICP, Department Director

**Organization:** Development Services

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**RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 6 Zoning Districts

That the Board adopt, deny or modify an Ordinance to the Land Development Code (LDC) Article 6.05.10.B. To allow as a permitted use in the R-3PK zoning district, restaurants, including the sale of beer, wine, and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities.

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

At the July 1, 2013 Planning Board meeting, the Board recommended approval.

**BACKGROUND:**

It is the intent of this Ordinance to add Restaurants, including the sale of beer, wine and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities, as a permitted use in R-3PK zoning.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Alison Rogers, County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

---

**Attachments**

Draft Ordinance

Ordinance

---

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: \_\_\_\_\_

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

Date requested back by: \_\_\_\_\_

Requested by: \_\_\_\_\_

Phone Number: \_\_\_\_\_



(LEGAL USE ONLY)

Legal Review by \_\_\_\_\_

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

\_\_\_\_\_ Approved as to form and legal sufficiency.

\_\_\_\_\_ Not approved.

\_\_\_\_\_ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2013-\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.05.10, TO ALLOW AS A PERMITTED USE IN THE R-3PK ZONING DISTRICT, RESTAURANTS, INCLUDING THE SALE OF BEER, WINE, AND LIQUOR FOR ON-PREMISES CONSUMPTION, AS PART OF A CONDOMINIUM DEVELOPMENT OFFERING RESORT-STYLE AMENITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business,

WHEREAS, the intent of this Ordinance is to add Restaurants, including the sale of beer, wine and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities, as a permitted use in R-3PK zoning.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.10, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.10. R-3PK residential district (Perdido Key), high density.

B. Permitted uses.

4. Restaurants, including the sale of beer, wine and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities.

Section 2. Severability.

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

1 **Section 3. Inclusion in Code.**

2  
3 It is the intention of the Board of County Commissioners that the provisions of this  
4 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,  
5 subsections and other provisions of this Ordinance may be renumbered or re-lettered  
6 and the word "ordinance" may be changed to "section," "article," or such other  
7 appropriate word or phrase in order to accomplish such intentions.

8  
9 **Section 4. Effective Date.**

10  
11 This Ordinance shall become effective upon filing with the Department of State.

12  
13 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

14  
15 **BOARD OF COUNTY COMMISSIONERS**  
16 **OF ESCAMBIA COUNTY, FLORIDA**

17  
18  
19 **By:** \_\_\_\_\_  
20 **Gene M. Valentino, Chairman**

21  
22 **ATTEST: PAM CHILDERS**  
23 **Clerk of the Circuit Court**

24  
25  
26 **By:** \_\_\_\_\_  
27 **Deputy Clerk**

28  
29 **(SEAL)**

30  
31 **ENACTED:**

32  
33 **FILED WITH THE DEPARTMENT OF STATE:**

34  
35 **EFFECTIVE DATE:**  
36

ORDINANCE NUMBER 2013-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.05.10, TO ALLOW AS A PERMITTED USE IN THE R-3PK ZONING DISTRICT, RESTAURANTS, INCLUDING THE SALE OF BEER, WINE, AND LIQUOR FOR ON-PREMISES CONSUMPTION, AS PART OF A CONDOMINIUM DEVELOPMENT OFFERING RESORT-STYLE AMENITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business,

**WHEREAS**, the intent of this Ordinance is to add Restaurants, including the sale of beer, wine and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities, as a permitted use in R-3PK zoning.

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.10, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

*6.05.10. R-3PK residential district (Perdido Key), high density.*

*B. Permitted uses.*

4. Restaurants, including the sale of beer, wine and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities.

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

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

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

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

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

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-4792

Growth Management Report 8.1.

BCC Regular Meeting

Action

Meeting Date: 08/20/2013

Issue: Action Item - Tarklin Way Unplatted Subdivision

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

---

**RECOMMENDATION:**

Recommendation Concerning Tarklin Way Unplatted Subdivision

That the Board approve or deny the request to waive the requirement for paved streets in an unplatted subdivision, per Section 4.01.05 of the Escambia County Land Development Code, for Tarklin Way Unplatted Subdivision. A plat of the proposed subdivision is attached.

**BACKGROUND:**

The applicant is seeking permission to have an unplatted subdivision with unpaved roads per Section 4.01.05 of the Escambia County Land Development Code.

**BUDGETARY IMPACT:**

All improvements will remain private with no financial obligation to Escambia County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Section 4.01.05 of the Escambia County Land Development Code provides for this request to be approved by the Board.

**PERSONNEL:**

No additional personnel are required for implementation of this waiver.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Unplatted Subdivision

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GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.

FLOOD ZONE DATA

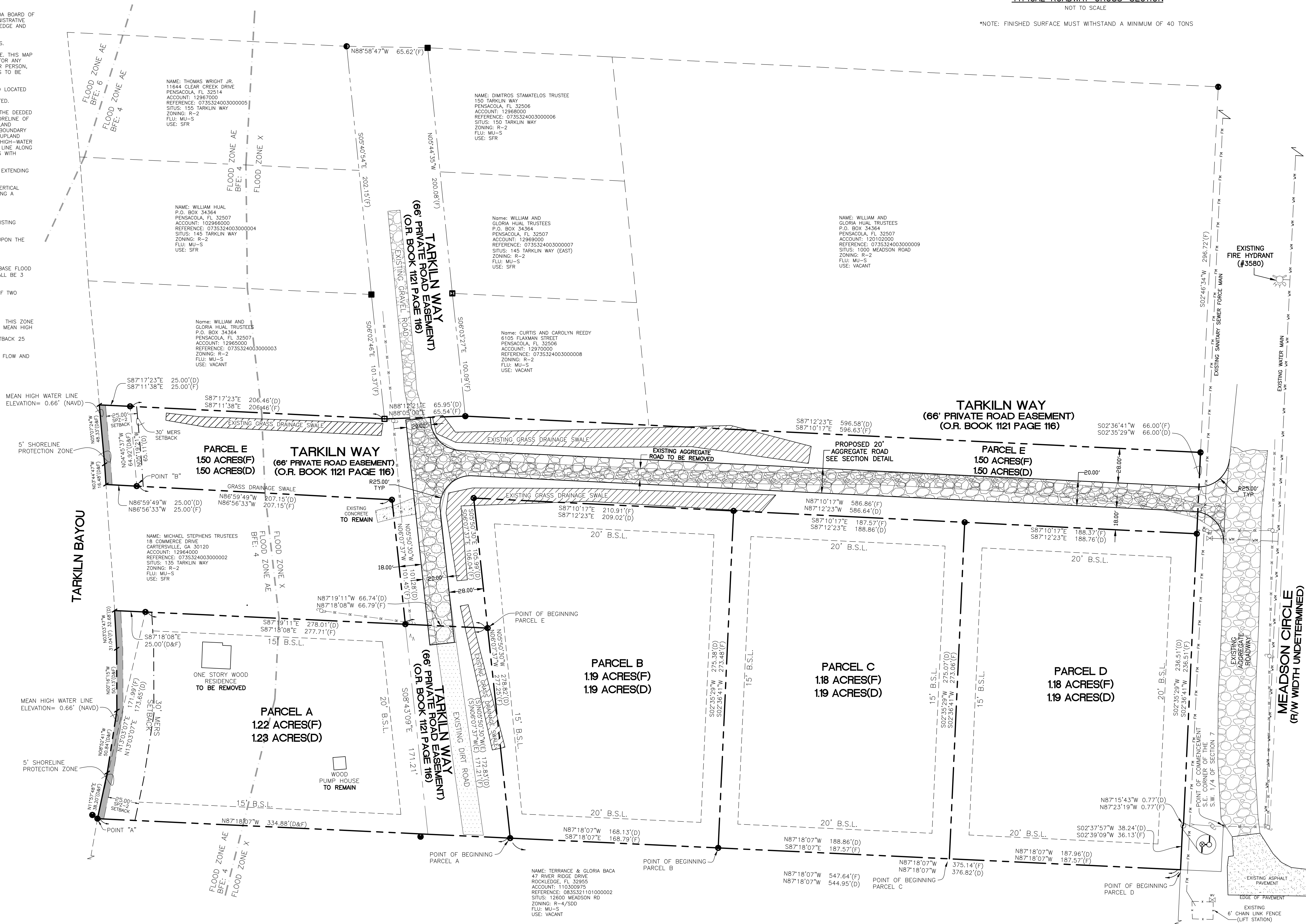
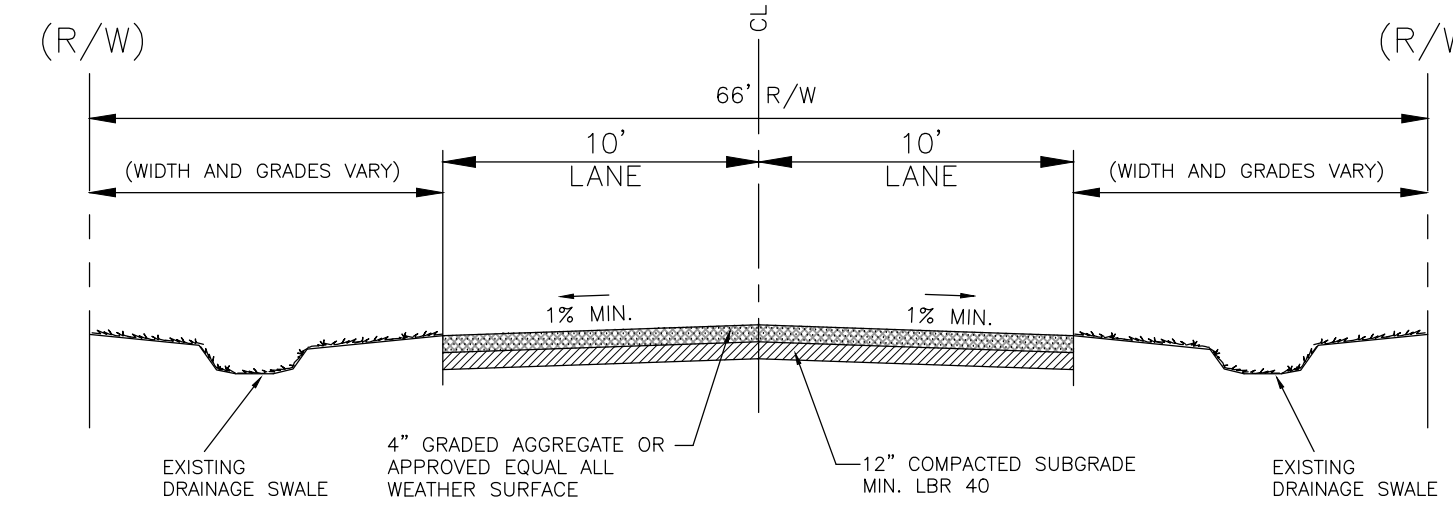
| FLOOD ZONE(S)             | NFIP COMMUNITY NUMBER | MAP NUMBER | PANEL NUMBER(S) | SUFFIX | MAP REVISION DATE  |
|---------------------------|-----------------------|------------|-----------------|--------|--------------------|
| X                         | 120080                | 12033C     | 0510            | G      | SEPTEMBER 29, 2006 |
| AE BASE FLOOD ELEVATION 4 | 120080                | 12033C     | 0510            | G      | SEPTEMBER 29, 2006 |

GENERAL NOTES:

- THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 87 DEGREES 18 MINUTES 07 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 7, TOWNSHIP-3-SOUTH, RANGE-12-WEST, ESCAMBIA COUNTY, FLORIDA.
- THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
- NO TITLE SEARCH WAS PROVIDED OR PERFORMED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
- THIS DRAWING DOES NOT DETERMINE OWNERSHIP.
- THE SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
- THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
- FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR IN PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
- ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- THE SURVEY COMPLETED IS FOR THE PURPOSE OF DETERMINING THE LOCATION OF THE DEEDED (PLATTED) UPLAND LINES AND THE LOCATION OF THEIR TERMINUS AT THE APPARENT SHORELINE OF THE WATERS OF TARKILN BAYOU. THE MEAN-HIGH WATER LINE ALONG THE SHORES OF LAND IMMEDIATELY BORDERING NAVIGABLE WATERS IS RECOGNIZED AND DECLARED TO BE THE BOUNDARY LINE BETWEEN THE FORESHORE OWNED BY THE STATE IN ITS SOVEREIGN CAPACITY AND UPLAND SUBJECT TO PRIVATE OWNERSHIP. THE APPROVED METHOD FOR DETERMINING THE MEAN-HIGH-WATER LINE IS OUTLINED IN CHAPTER 177, PART II, FLORIDA STATUTES. THE MEAN-HIGH WATER LINE ALONG TARKILN BAYOU HAS BEEN ESTABLISHED. THIS MEAN-HIGH WATER LINE SURVEY COMPLES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
- THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON HAS BEEN ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NUMBER 872-9938.
- THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE NATIONAL GEODETIC SURVEY BENCHMARK 872 9938 B, HAVING A PUBLISHED ELEVATION OF 7.04 FEET.
- DEVELOPER TO COORDINATE WITH ECUA FOR POSSIBLE FUTURE UTILITIES.
- SANITARY SEWAGE SHALL BE DISPOSED OF VIA INDIVIDUAL CONNECTIONS TO THE EXISTING PRIVATE FORCE MAIN LOCATED WITHIN THE PRIVATE ROADWAY EASEMENT.
- POTABLE WATER SHALL BE PROVIDED BY ECUA VIA SINGLE SERVICE CONNECTIONS UPON THE CONSTRUCTION OF EACH INDIVIDUAL RESIDENCE.
- NO NEW COUNTY DEDICATED RIGHT OF WAYS OR STREETS ARE PROPOSED.
- ANY CONSTRUCTION TO TAKE PLACE WITHIN A FLOOD ZONE WITH AN ESTABLISHED BASE FLOOD ELEVATION SHALL INCLUDE 3 FOOT OF FREEBOARD (FFE OF FIRST HABITABLE FLOOR SHALL BE 3 FEET ABOVE ESTABLISHED BFE).
- EACH DWELLING UNIT, WHEN CONSTRUCTED, IS REQUIRED TO INCLUDE A MINIMUM OF TWO ON-SITE PARKING STALLS.
- ALL FENCES SHALL BE INSTALLED NOT TO IMPED E STORMWATER FLOW.
- PORTIONS OF THIS PROJECT ARE LOCATED WITHIN SHORELINE PROTECTION ZONE 2. THIS ZONE MEASURES FROM THE MEAN HIGH WATER LINE TO A POINT FIVE FEET LANDWARD OF THE MEAN HIGH WATER LINE. NO MINOR STRUCTURES OR NON-HABITABLE MAJOR STRUCTURES MAY BE CONSTRUCTED WITHIN THIS ZONE. ADDITIONALLY, ALL MAJOR STRUCTURES SHALL BE SETBACK 25 FEET FROM THE LANDWARD BOUNDARY OF THE SHORELINE PROTECTION ZONE.
- ANY HOMES IN EXCESS OF 5,000 SF WILL BE REQUIRED TO MEET ADDITIONAL FIRE FLOW AND FIRE DURATION STANDARDS AS PER NFPA 1 CH. 18.

AN UNPLATTED SUBDIVISION  
**TARKILN WAY**

A SUBDIVISION OF  
PARCEL NO. 07-3S-32-4003-000-000  
ESCAMBIA COUNTY, FLORIDA  
ZONED: R-2, FUTURE LAND USE: MU-S  
JUNE 2013



PARENT PARCEL DATA:  
PROPERTY REFERENCE NUMBER:  
07-3S-32-4003-000-000  
NUMBER OF PROPOSED LOTS: 5  
ZONING: R-2  
FUTURE LAND USE: MU-S  
OWNER/DEVELOPER:  
WILLIAM HUAL  
P.O. BOX 34364  
PENSACOLA, FL 32507

**BUILDING SETBACK REQUIREMENTS:**

- 20' FRONT SETBACK - ALL LOTS
- 15' SIDE SETBACK - ALL LOTS
- SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED ALONG THE FRONT BUILDING SETBACK LINE NOT TO EXCEED 15 FEET.
- 20' REAR SETBACK PARCELS B, C AND D
- 30' REAR SETBACK (MERS LINE) PARCELS A & E

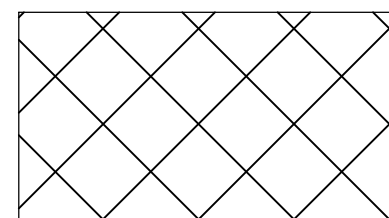
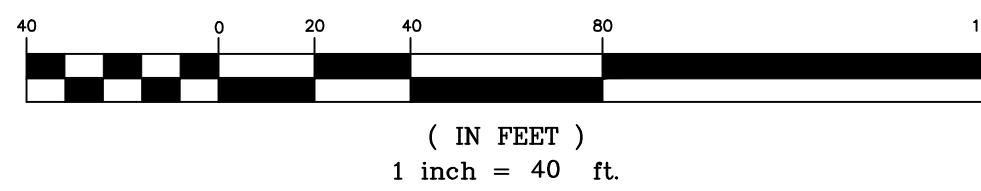
- DENOTES:
- 1/2" CAPPED IRON ROD, NUMBERED 7174 (PLACED)
  - 1/2" CAPPED IRON ROD, NUMBERED 7277 (FOUND)
  - 1/2" CAPPED IRON ROD, NUMBERED 3286 (FOUND)
  - 1/2" CAPPED IRON ROD, NUMBERED 6993 (FOUND)
  - 1/2" CAPPED IRON ROD, NUMBERED 4882 (FOUND)
  - 4"x4" CONCRETE MONUMENT, NUMBERED 0340 (FOUND)
  - 4"x4" CONCRETE MONUMENT, WITH BOLT (FOUND)
  - 4"x4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
  - 3/4" IRON PIPE, UNNUMBERED (FOUND)
  - 1/2" IRON PIPE, UNNUMBERED (FOUND)
  - R/W - RIGHT-OF-WAY
  - (F) - FIELD INFORMATION
  - (P) - PLAT INFORMATION
  - RCR - REINFORCED CONCRETE PIPE
  - CCP - CORRUGATED POLYPROPYLENE PIPE
  - PVC - POLYVINYL CHLORIDE PIPE
  - EDP - EDGE OF PAVEMENT
  - PO - POWER POLE
  - GA - GUY ANCHOR
  - OE - OVERHEAD ELECTRIC
  - CL - 6" CHAIN LINK FENCE
  - VM - WATER VALVE/METER
  - B.S.L. - BUILDING SETBACK LINE
  - - CONTOUR LINE
  - - SPOT ELEVATION
  - ⊕ - BENCHMARK
  - ⊕ - FIRE HYDRANT
  - - CORPS/WMD/ESC COUNTY WETLANDS/OTHER SURFACE WATERS AS DELINEATED BY WETLAND SCIENCES, INC MAY 7, 2013
  - - 5' SHORELINE PROTECTION ZONE

**HAMMOND ENGINEERING, INC.**  
FLORIDA AUTHORIZATION NO. 9130  
ALABAMA AUTHORIZATION NO. 3277  
3802 NORTH "G" STREET  
PENSACOLA, FLORIDA 32505  
850 434-2603  
FAX 850-434-2650  
TOM@SELANDESIGN.COM

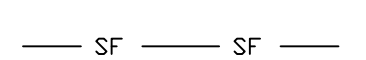
|                                     |                               |                    |         |
|-------------------------------------|-------------------------------|--------------------|---------|
| UN-PLATTED SUBDIVISION<br>PLANS FOR | TARKILN WAY                   | PROPOSED PLAT      | FLORIDA |
| DRAWN BY: RLS                       | DESIGNED BY: RLS              | PROJECT NO: 13-014 |         |
| CHECKED BY: TOH                     | DATE: 6-05-13                 | SHEET: 1           |         |
| SCALE: AS SHOWN                     | NOT RELEASED FOR CONSTRUCTION | DATE:              |         |



GRAPHIC SCALE



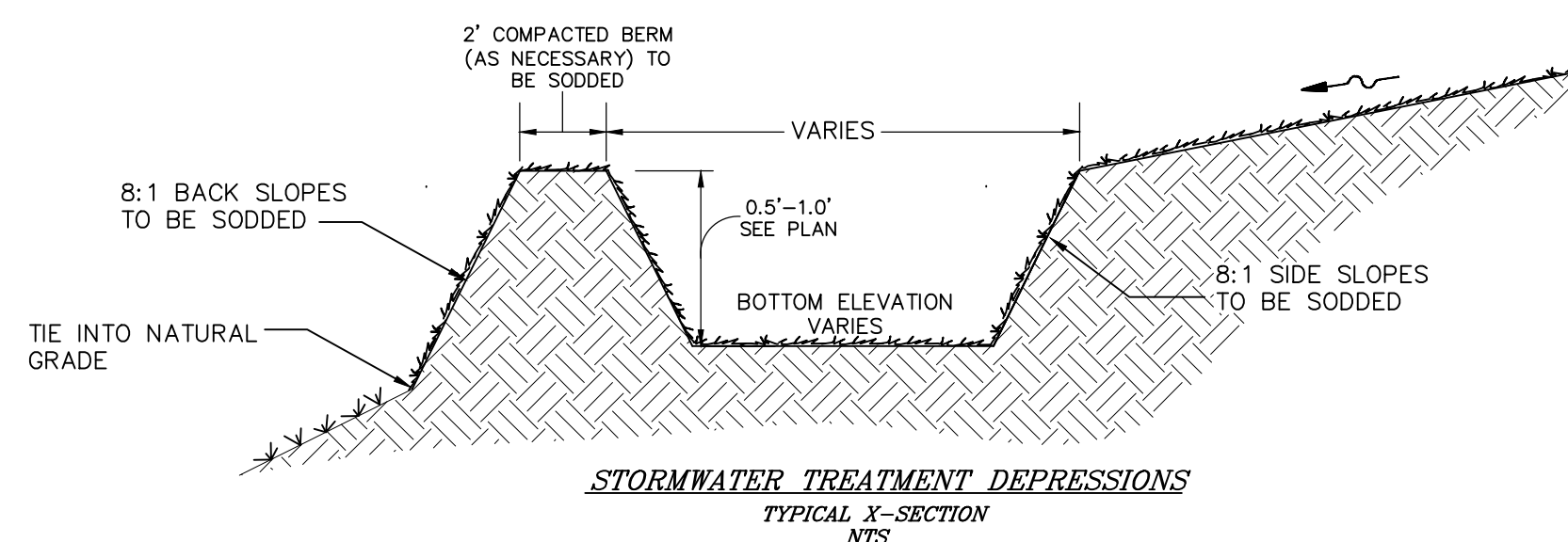
DENOTES 30' VEGETATED NATURAL BUFFER TO BE LEFT UNDISTURBED



DENOTES SILT FENCE TO BE INSTALLED

DRAINAGE NOTES:

1. THE HOME BUILDER SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
2. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE HOME BUILDER PRIOR TO FINAL "AS-BUILT" SIGN OFF FROM THE COUNTY.
3. ALL LOTS SHALL REQUIRE A CERTIFIED BOUNDARY SURVEY AT THE TIME OF PURCHASE.
4. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
5. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE TO DIGGING WITHIN THE R/W; 1-800-432-4770.
6. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND ESCAMBIA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.
7. FINISH FLOOR ELEVATIONS (EXCLUDING BASEMENT) IN FLOOD ZONE X SHALL BE A MINIMUM OF 8" (10" UNSODDED) ABOVE ADJACENT TOP OF CURB OR, WHEN APPLICABLE, 8" (10" UNSODDED) ABOVE FINISH GRADES OF LOTS.
8. HOME BUILDER SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION.
9. EACH INDIVIDUAL LOT MAY BE REQUIRED TO HAVE A LOT GRADING PLAN PREPARED PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR RESIDENTIAL CONSTRUCTION.
10. ALL FENCES SHALL BE INSTALLED NOT TO IMPEDE STORMWATER FLOW



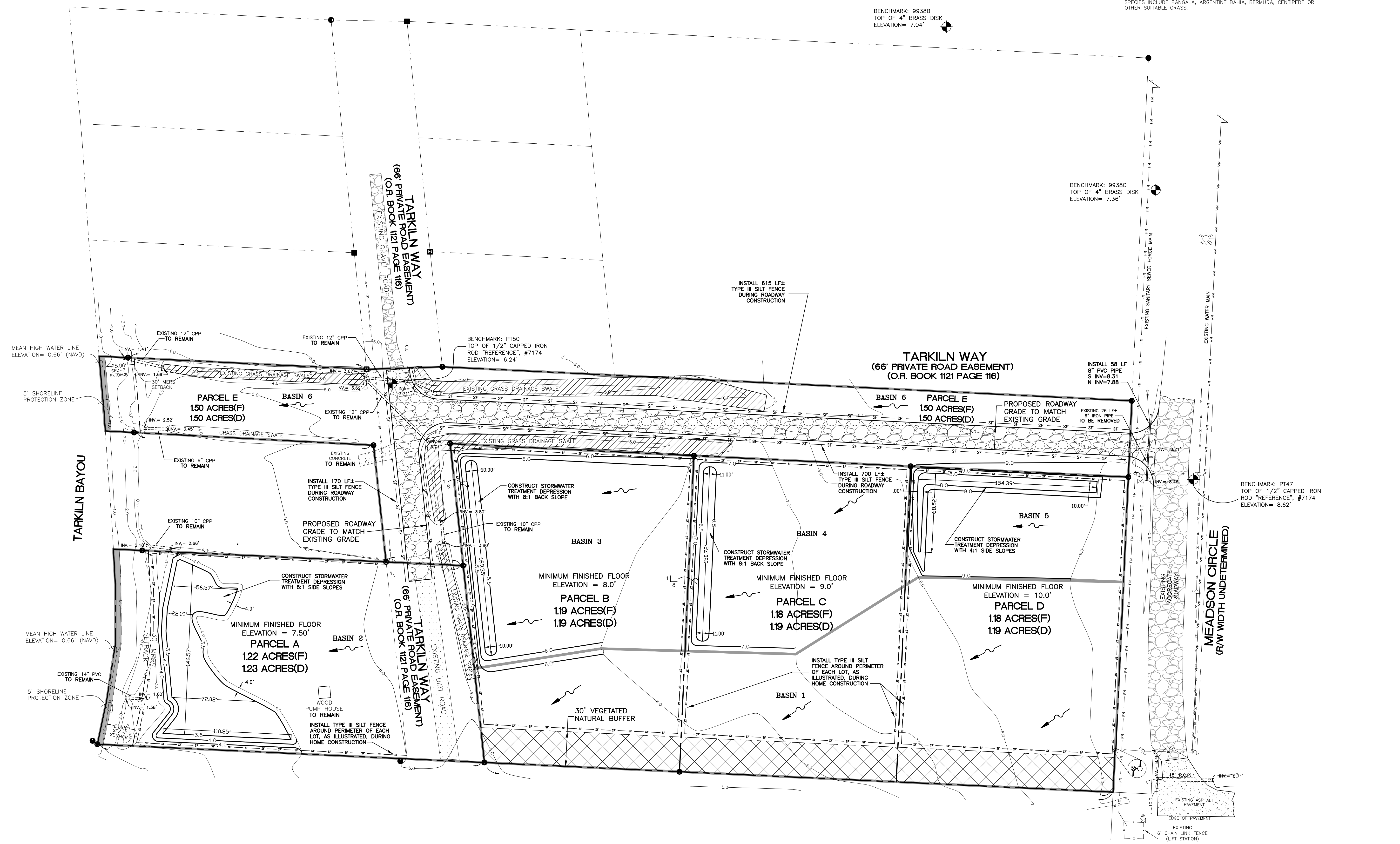
NOTE:  
THE ENTIRE BANK SLOPE AND BOTTOM OF ALL STORMWATER TREATMENT DEPRESSIONS SHALL BE GRASSED IN A MANNER THAT GUARANTEES HEALTHY GROWTH OF GRASS (FREE FROM NOXIOUS WEEDS). SUITABLE SPECIES INCLUDE PANGOLA, ARGENTINE BAHIA, BERMUDA, CENTIPEDE OR OTHER SUITABLE GRASS.

BENCHMARK: 9938B  
TOP OF 4" BRASS DISK  
ELEVATION= 7.04'

BENCHMARK: 9938C  
TOP OF 4" BRASS DISK  
ELEVATION= 7.36'

BENCHMARK: PT50  
TOP OF 1/2" CAPPED IRON ROD "REFERENCE", #7174  
ELEVATION= 6.24'

BENCHMARK: PT47  
TOP OF 1/2" CAPPED IRON ROD "REFERENCE", #7174  
ELEVATION= 8.62'



**HAMMOND ENGINEERING, INC.**  
FLORIDA AUTHORIZATION NO. 9130  
ALABAMA AUTHORIZATION NO. 3277  
3802 NORTH "G" STREET  
PENSACOLA, FLORIDA 32505  
850 434-2603  
FAX 850-434-2650  
TOM@SELANDESIGN.COM

UN-PLATTED SUBDIVISION  
PLANS FOR  
**TARKILN WAY**  
DRAINAGE PLAN  
FLORIDA  
ESCAMBIA COUNTY

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
NOT RELEASED FOR CONSTRUCTION

DESIGNED BY: RLS  
CHECKED BY: TOH  
DATE: 6-05-13  
SCALE: AS SHOWN

PROJECT NO: 13-014  
SHEET: **C3**  
OF **C4**

| NO. | DATE     | REVISIONS | AS PER ESCAMBIA COUNTY COMMENTS |
|-----|----------|-----------|---------------------------------|
| 1.  | 07/18/13 |           |                                 |

THIS DRAWING IS THE PROPERTY OF THOMAS G. HAMMOND, JR. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

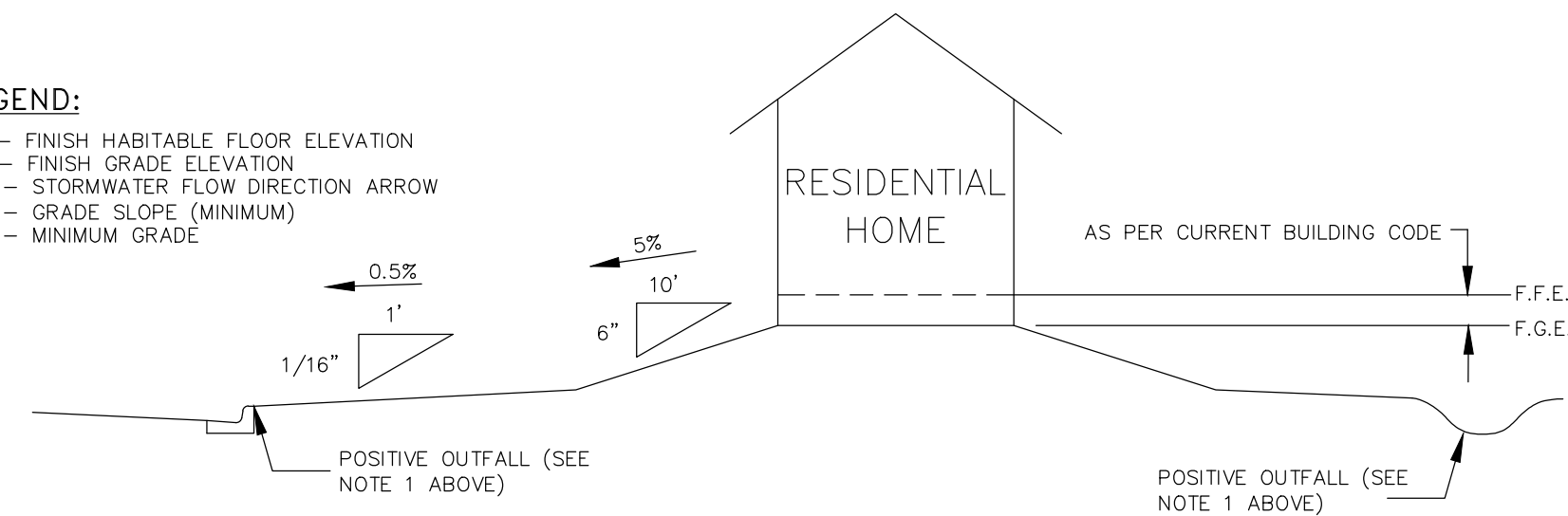
**MINIMUM STANDARDS FOR TYPICAL RESIDENTIAL GRADING CONTROL PLAN**

**NOTES:**

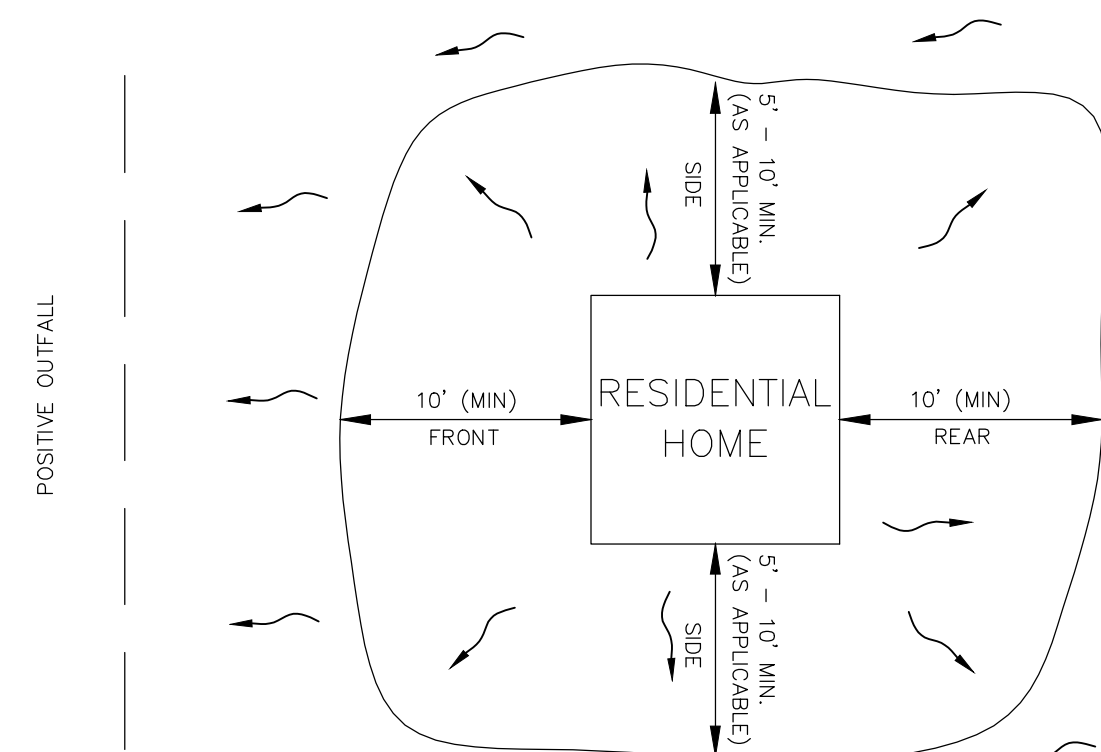
- A POSITIVE DRAINAGE OUTFALL IS A CONVEYANCE SYSTEM (DRAINAGE EASEMENT, ROADWAY WITH A DRAINAGE SYSTEM ~ CURB & GUTTER, OR DITCH) WHICH CONTAINS, CONTROLS, AND TRANSMITS STORMWATER RUNOFF TO A CREEK, STREAM, RIVER, BAY, GULF, OCEAN, OR OTHER WATERS OF THE STATE, OR WATERS OF THE UNITED STATES, OR TO ANY FUNCTIONING ESCAMBIA COUNTY OR STATE DRAINAGE SYSTEM.
- FINISH FLOOR ELEVATION SHALL BE AS SPECIFIED BY BUILDING CODE.
- THESE ARE MINIMAL REQUIREMENTS AND DO NOT RELIEVE THE BUILDER FROM PROVIDING ADDITIONAL GRADING TO DIRECT STORMWATER TO A POSITIVE OUTFALL DRAINAGE SYSTEM AND ELIMINATE NEGATIVE IMPACTS TO ADJACENT LOTS AND PROPERTIES.
- DISTURBED LOT AREAS SHALL BE COMPLETELY STABILIZED WITH SOG. IF THE HOME IS CONSTRUCTED, STABILIZE THE FIRST 10' WITH SOG AND SOG AND/OR SEED AND MULCH THE REMAINDER OF THE LOT.
- THE HOMEOWNER SHALL COMPLY WITH STATE PERMITTING REQUIREMENTS FOR LARGE AND SMALL CONSTRUCTION SITES, SPECIFICALLY THE NPDES PERMITS WHICH REQUIRES A DETAILED STORMWATER POLLUTION PREVENTION PLAN (SWPPP) BEING AVAILABLE ON SITE FOR REVIEW DURING ALL PHASES OF CONSTRUCTION.
- LOT CLEARING ACTIVITIES SHALL NOT PROCEED WITHOUT BUILDING PERMITS FOR THOSE LOTS EXCLUDING CLEARING REQUIRED FOR CONSTRUCTION OF CONVEYANCE SWALES OR DRAINAGE FEATURES DESIGNATED AS THE DEVELOPER'S RESPONSIBILITY.
- ALL NEW RUNOFF, DOWNSPOUTS, AND GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER TO THE ROADS OR SWALES THAT LEAD TO THE RETENTION POND OR APPROVED DRAINAGE SYSTEM.
- PROVIDE EROSION CONTROL MEASURES TO ENSURE ALL SEDIMENTS SHALL BE RETAINED ON EACH INDIVIDUAL LOT.
- WETLANDS SHALL BE PROTECTED WITH FABRIC SILT FENCING AND BURIED HAYBALE SYSTEMS (DOUBLE ROWS AS NECESSARY).

**LEGEND:**

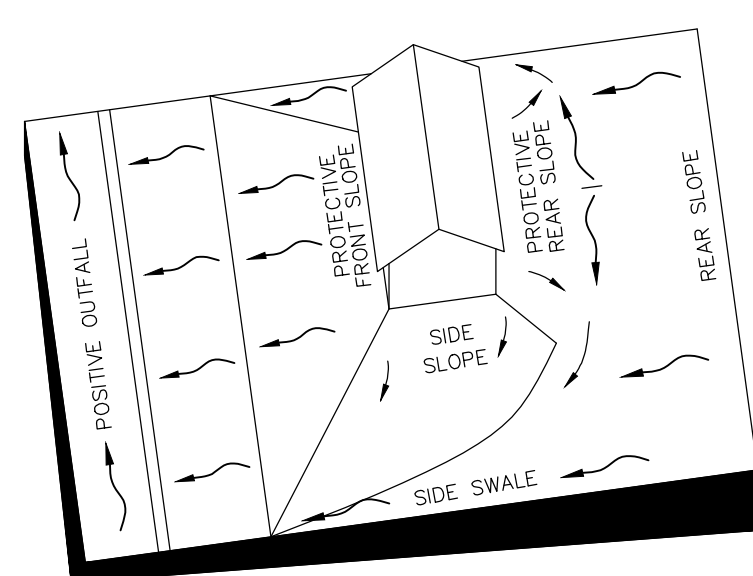
- F.F.E. - FINISH HABITABLE FLOOR ELEVATION
- F.G.E. - FINISH GRADE ELEVATION
- - STORMWATER FLOW DIRECTION ARROW
- △ - GRADE SLOPE (MINIMUM)
- - - - MINIMUM GRADE



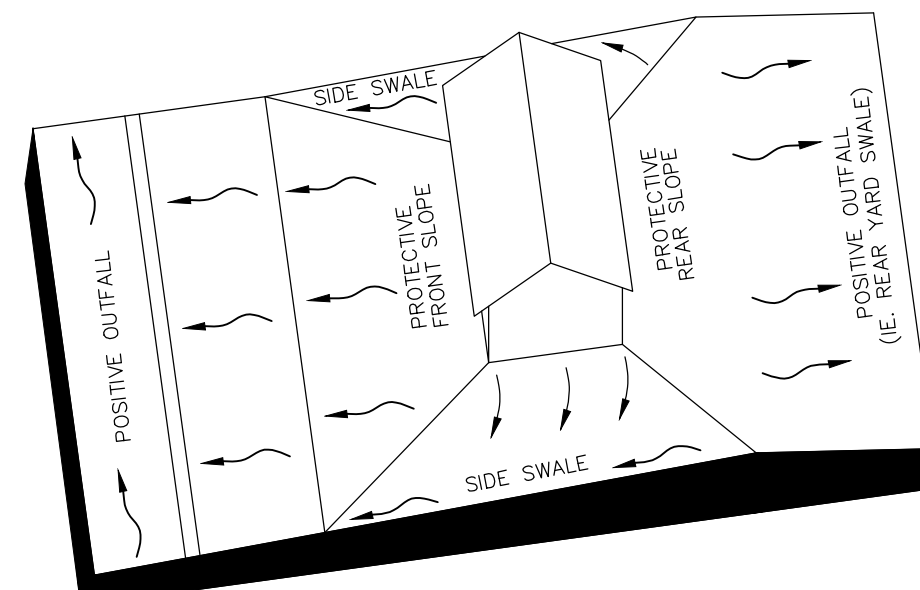
**ELEVATION VIEW**



**PLAN VIEW**



**LOT GRADING ~ TYPE "A"**  
ALL DRAINAGE TO STREET



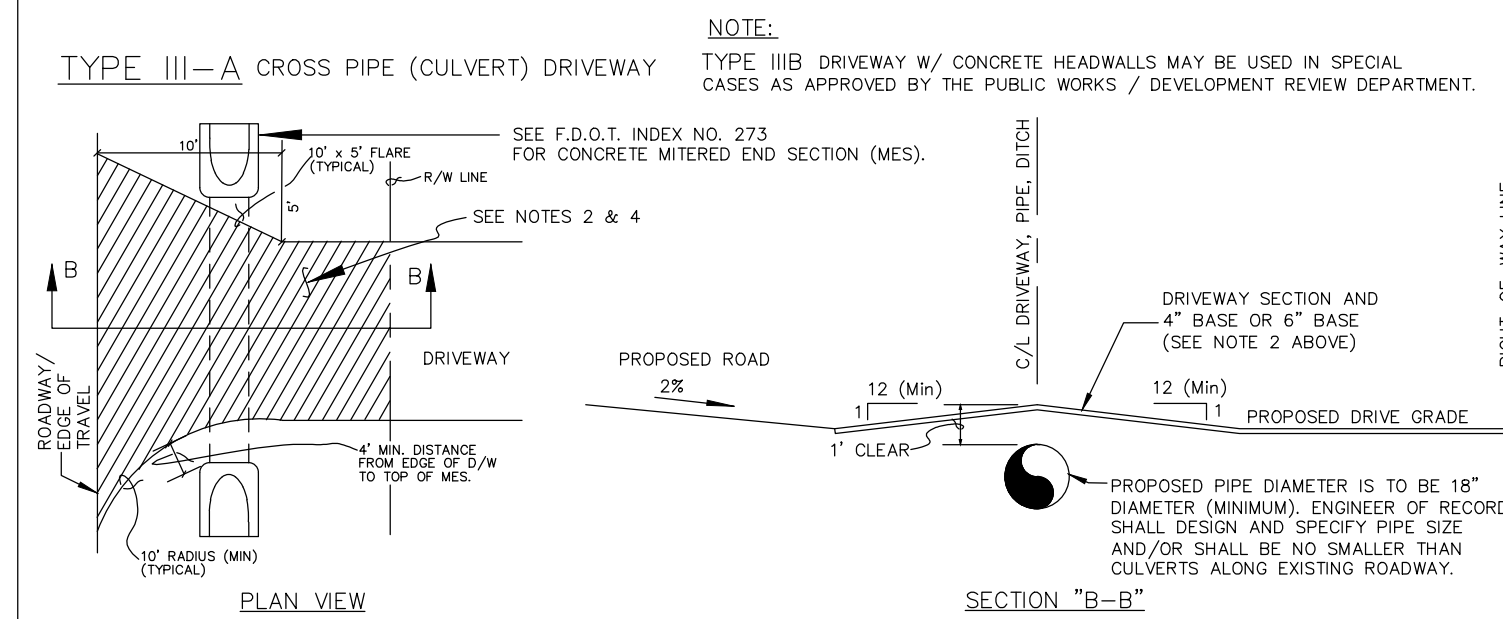
**LOT GRADING ~ TYPE "B"**  
DRAINAGE TO STREET & TO REAR LOT LINE

REVISD SEPT. 15, 2009 **NOTE:** VARIATIONS IN GRADING ARE ACCEPTABLE IF GRADING DRAINS TO A POSITIVE OUTFALL.

**TYPICAL DRIVEWAY CONNECTION STANDARDS FOR NEW SUBDIVISION (ROADSIDE SWALES) ROADWAY CONDITIONS**

**NOTES:**

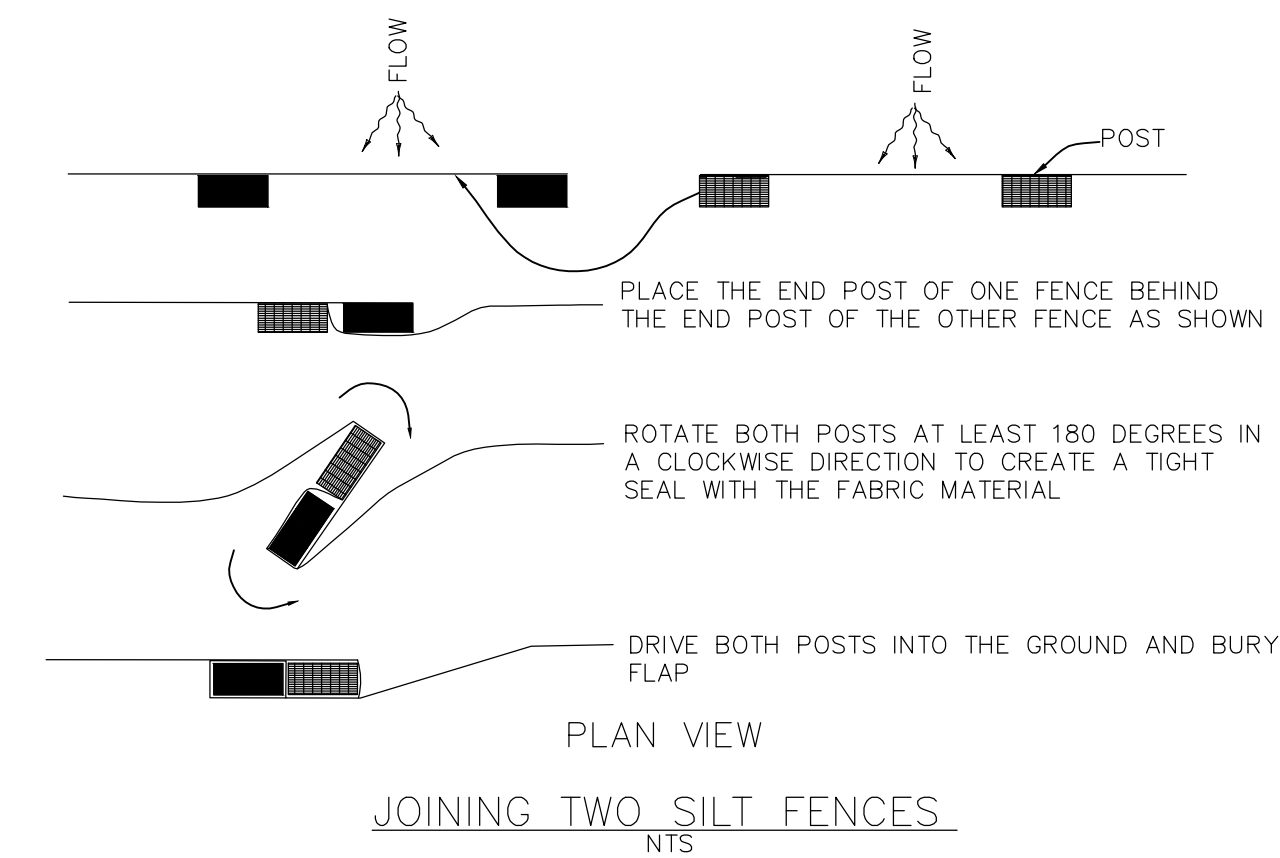
- ALL MATERIALS AND LABOR FOR INSTALLATION WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- DRIVEWAYS ABUTTING PAVED ROADS SHALL BE 1-1/2" ASPHALT WITH 6" STABILIZED SUBGRADE OR 4" TO 6" CONCRETE WITH 4" STABILIZED SUBGRADE ~ 95% COMPACTION (MODIFIED PROCTOR) WITH LBR 40 BETWEEN EDGE OF ROADWAY AND R/W LINE.
- IF NECESSARY, REFER TO F.D.O.T. INDEX DETAILS AS REFERENCED BELOW.
- RADIUS OR FLARE IS ACCEPTABLE FOR TYPE III CONNECTIONS.
- DRIVEWAYS WITHIN PROPERTY BOUNDARY SHALL PROVIDE A MINIMUM OF 2 PARKING SPACES.
- TYPICAL DRIVEWAY SECTIONS ARE TO BE 12' WIDE MINIMUM.



**TYPE IV SPECIAL DRIVEWAY CONNECTION**

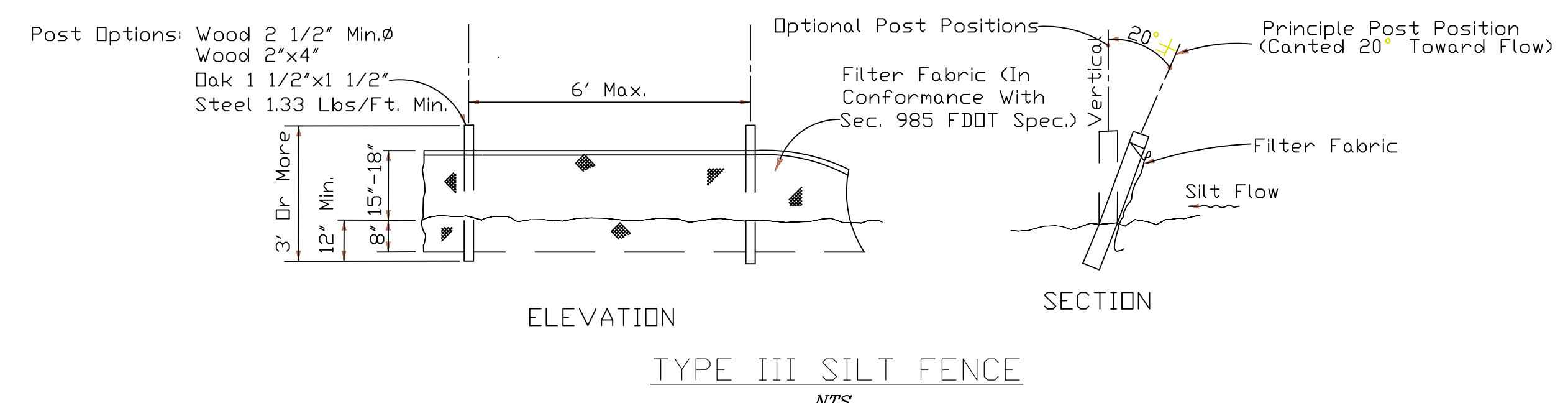
- TYPE IV-A** REQUIRES A F.D.O.T. CONNECTION PERMIT (PROVIDE APPROVED F.D.O.T. PERMIT TO OBTAIN COUNTY APPROVAL). REFER TO INDEX NO. 515 AND CONTACT F.D.O.T. AT (850) 981-3000. MAY REQUIRE PLANS PREPARED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER (P.E.).
- TYPE IV-B** SPECIAL INNOVATIVE CONNECTION AS DESIGNED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER (P.E.) AND AS APPROVED BY THE APPROPRIATE PUBLIC WORKS / DEVELOPMENT REVIEW STAFF. ATTACH PLAN FOR REVIEW.

REVISED SEPT. 15, 2009



**JOINING TWO SILT FENCES**  
NTS

- NOTES FOR SILT FENCES:**
- TYPE III SILT FENCE TO BE USED AT MOST LOCATIONS. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART 1, SHEET 1 (FDOT INDEX 102)
  - TYPE IV SILT FENCE TO BE USED WHERE LARGE SEDIMENT LOADS ARE ANTICIPATED. SUGGESTED USE IS WHERE FILL SLOPE IS 1:2 OR STEEPER AND LENGTH OF SLOPE EXCEEDS 25'. AVOID USE WHERE THE DETAINED WATER MAY BACK INTO TRAVEL LANES OR ADJACENT PROPERTY.
  - DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATER COURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
  - WHERE USED AS SLOPE PROTECTION, SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.



**TYPE III SILT FENCE**  
NTS

| NO. | DATE     | REVISIONS                       |
|-----|----------|---------------------------------|
| 1.  | 07/18/13 | AS PER ESCAMBIA COUNTY COMMENTS |

**HAMMOND ENGINEERING, INC.**  
FLORIDA AUTHORIZATION NO. 9130  
ALABAMA AUTHORIZATION NO. 3277  
3802 NORTH "S" STREET  
PENSACOLA, FLORIDA 32505  
850 434-2603  
FAX 850-434-2650  
TOM@SELANDESIGN.COM

**UN-PLATTED SUBDIVISION PLANS FOR TARKILN WAY CONSTRUCTION DETAILS**  
FLORIDA  
ESCAMBIA COUNTY

|                 |                               |
|-----------------|-------------------------------|
| DRAWN BY: RLS   | DESIGNED BY: RLS              |
| CHECKED BY: TGH | DATE: 6-08-13                 |
| SCALE: AS SHOWN | NOT RELEASED FOR CONSTRUCTION |
| BY:             | DATE:                         |



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4752**

**County Administrator's Report 8. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2013

**Issue:** 5:32 p.m. Public Hearing Request - Wilde Lake Estates Subdivision Street Lighting MSBU

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing for the Wilde Lake Estates Subdivision Street Lighting Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on September 5, 2013, at 5:32 p.m., to consider adoption of an Ordinance creating the Wilde Lake Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

**BACKGROUND:**

The property owners in Wilde Lake Estates Subdivision have submitted a petition requesting the creation of a street lighting MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than fifty-five percent of property owners signed in approval.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board must approve the scheduling of public hearings.

**IMPLEMENTATION/COORDINATION:**

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

---



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-4773

County Administrator's Report 8. 2.

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2013

**Issue:** Community Redevelopment Agency Meeting Minutes, July 25, 2013

**From:** Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 25, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the July 25, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

**BACKGROUND:**

On July 25, 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.

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**Attachments**

CRA Board Minutes July 25, 2013

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MINUTES  
COMMUNITY REDEVELOPMENT AGENCY  
July 25, 2013  
8:45 a.m.

---

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

Present: Chair Lumon J. May  
Vice Chair Gene M. Valentino  
Commissioner Steven L. Barry

Absent: Commissioner Wilson Robertson  
Commissioner Grover Robinson, IV

Staff Present: Alison Rogers, County Attorney  
Clara Long, Division Manager  
Keith Wilkins, Department Director

Attendees:

Call to Order.

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

Proof of publication

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

**I. Technical/Public Service**

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 20, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the June 20, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.



**Vote: 3 - 0**

**II. Budget/Finance**

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1420 Wilson Avenue - Keith Wilkins. Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1420 Wilson Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Ted Simmons, the owner of residential property located at 1420 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$925 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

**Vote: 3 - 0**

2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1200 Wilson Avenue - Keith Wilkins. Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1200 Wilson Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Mark and Mary Creighton, the owners of residential property located at 1200 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,075 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

**Vote: 3 - 0**

3. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 103 Fleet Road - Keith Wilkins. Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 103 Fleet Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Robert Thompson, the owner of residential property located at 103 Fleet, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$995, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 3 - 0

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 12 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 12 Marine Drive:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Leslie Hope, the owner of residential property located at 12 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,019 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 3 - 0

5. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3912 Barrancas Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3912 Barrancas Avenue:

A. Approve the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Eugene Kerr, the owner of commercial property located at 3912 Barrancas Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$10,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301 for resurfacing the asphalt parking lot; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any

related documents necessary to implement this Grant award.

Vote: 3 - 0

6. Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1002 Navy Boulevard - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 1002 Navy Boulevard:

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Eugene Kerr, the owner of commercial property located at 1002 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing an existing commercial sign; and

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

Vote: 3 - 0

7. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1402 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1402 Wisteria Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Lisa Jones, the owner of residential property located at 1402 Wisteria Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,000 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 3 - 0

8. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 123 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 123 Marine

8. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 123 Marine Drive - Keith Wilkins. Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 123 Marine Drive:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sara loakim, the owner of residential property located at 123 Marine Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,129 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 3 - 0

**III. Discussion/Information Items**

Division Manager Clara Long advised that a Public Hearing regarding an amendment to the Barrancas Overlay District is to be held at the BCC Meeting tonight. The Pubic Hearing is scheduled for 5:31 p.m.

Adjournment.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4746**

**County Administrator's Report 8. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2013

**Issue:** Surplus of Equipment No Longer Held by the Public Safety Department

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

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

That the Board approve the three Request for Disposition of Property Forms to declare as surplus and authorize removal from the County assets inventory, 13 items, aged 6 to 15 years, which are obsolete and no longer held by the Public Safety Department, having been lost on scene, damaged and disposed of as junk, or used as spare parts without appropriate disposition paperwork.

**BACKGROUND:**

The assets listed on the disposition forms were associated with the County's microwave tower system (54811, 55425-55430) and Escambia County EMS operations (balance of items), are aged from 6 to 15 years and have been lost on scene, damaged and disposed of as junk, or used as spare parts without appropriate disposition paperwork. These items were not discovered during the assets inventory for 2012 or 2013.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A


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## Attachments

PS Property Disposal

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330402  
 Trisha K. Pohlmann DATE: 7/30/2013  
 Property Custodian (PRINT FULL NAME)  
 Property Custodian (Signature):  Trisha K. Pohlmann  
 2013.07.30 11:12:38  
 -05'00' Phone No: 471-6425

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM     | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-----------|-----------------|-------------------------|---------------|-------|------|-----------|
| N         | 54811           | Microwave Router System | None          | None  | 2006 | Obsolete  |
|           |                 |                         |               |       |      |           |
|           |                 |                         |               |       |      |           |
|           |                 |                         |               |       |      |           |

Disposal Comments: Delete from asset records; item is no longer held, having been disposed of as junk or used for spare parts without appropriate disposition paperwork. Item aged 7 years. Not discovered during 2012 or 2013 inventory.

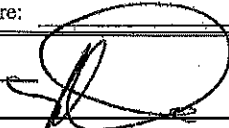
INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 7/30/13   
 FROM: Escambia County Department Director (Signature): \_\_\_\_\_

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 George Touart  
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_


This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

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

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302  
 Trisha K. Pohlmann DATE: 7/30/2013  
 Property Custodian (PRINT FULL NAME)  
 Property Custodian (Signature):  Trisha K. Pohlmann  
 2013.07.30 11:13:01  
 -05'00' Phone No: 471-6425

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM     | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-----------|-----------------|-------------------------|---------------|-------|------|-----------|
| N         | 55425           | Electronic Network Card | None          | N/A   | 2006 | Obsolete  |
| N         | 55426           | Electronic Network Card | None          | N/A   | 2006 | Obsolete  |
| N         | 55427           | Electronic Network Card | None          | N/A   | 2006 | Obsolete  |
| N         | 55428           | Electronic Network Card | None          | N/A   | 2006 | Obsolete  |
| N         | 55429           | Electronic Network Card | None          | N/A   | 2006 | Obsolete  |
| N         | 55430           | Electronic Network Card | None          | N/A   | 2006 | Obsolete  |

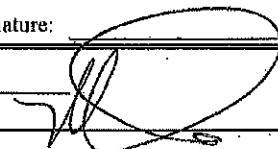
Disposal Comments: Delete from asset records; items are no longer held, having been disposed of as junk without appropriate disposition paperwork. Items aged 7 years. Not discovered during 2012 or 2013 inventory.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_ N/A  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 7/30/13  
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 George Touart  
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date


Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt \_\_\_\_\_ Date \_\_\_\_\_

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



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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302  
 Trisha K. Pohlmann DATE: 7/30/2013  
 Property Custodian (PRINT FULL NAME)  
 Property Custodian (Signature):  Trisha K. Pohlmann  
 2013.07.30 11:13:21  
 -05'00' Phone No: 471-6425

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM            | SERIAL NUMBER | MODEL     | YEAR | CONDITION |
|-----------|-----------------|--------------------------------|---------------|-----------|------|-----------|
| N         | 46123           | Cadex Charger Battery Analyzer | VGAC02642     | C700      | 1998 | Obsolete  |
| N         | 53677           | Laptop Computer                | Unknown       | Toughbook | 2005 | Obsolete  |
| N         | 53678           | Laptop Computer                | Unknown       | Toughbook | 2005 | Obsolete  |
| N         | 53682           | Pulse Oximeter                 | 115604211     | N/A       | 2005 | Lost      |
| N         | 53684           | Pulse Oximeter                 | Unknown       | N/A       | 2005 | Lost      |
| N         | 57200           | Laptop Computer                | 7JKSA90922    | Toughbook | 2007 | Obsolete  |

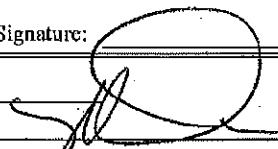
Disposal Comments: Delete from asset records; items are no longer held, having been lost, damaged and disposed of as junk without appropriate disposition paperwork. Items aged 6-15 years. Not discovered during 2012 or 2013 inventory.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_ N/A  
 Print Name

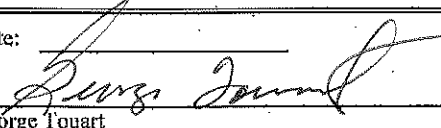
Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
 \_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 7/30/13  
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 George Touart  
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt \_\_\_\_\_ Date \_\_\_\_\_

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



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-4769

County Administrator's Report 8. 4.

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2013

**Issue:** Waiver to Noise Ordinance for 2013 Gulf Coast Summer Fest

**From:** Donald Mayo, Building Official

**Organization:** Development Services

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2013 Gulf Coast Summer Fest at Casino Beach – Donald R. Mayo, Interim Building Official, Building Inspections Division

That the Board approve the application for a Special Event Permit for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in conjunction with the outdoor event, Gulf Coast Summer Fest 2013, sponsored by Banks Enterprise, LLC, to be held at Casino Beach, Saturday, August 31, 2013, from 11:00 a.m. through 11:59 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:**

N/A

**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.

This event is being coordinated with the Escambia County Sheriff's Office, Public Safety and the Santa Rosa Island Authority. If approved, all parties involved will be notified of the waiver.

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**Attachments**

Application

Site Plan

Stage 2 Area Layout

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## BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3550 - Phone  
(850) 595-3589 - FAX  
[www.myescambia.com](http://www.myescambia.com)

|                                  |
|----------------------------------|
| <b>SPECIAL EVENT PERMIT</b>      |
| <b>Waiver to Noise Ordinance</b> |

|                                |              |
|--------------------------------|--------------|
| <b>Permit Number:</b>          |              |
| <b>Building Permit Number:</b> |              |
| <b>Approved By:</b>            | <b>Date:</b> |

|   |                       |                                   |  |
|---|-----------------------|-----------------------------------|--|
| <b>Applicant:</b> BANKS ENTERPRISE, LLC       |                       | <b>Phone Number:</b> 850-393-3028 |  |
| <b>Owner's Name:</b> WILLIAM E. BANKS SR      |                       | <b>Phone Number:</b>              |  |
| <b>Owner's Address:</b> 1372 BUTTONWILLOW TRL |                       |                                   |  |
| <b>City:</b> PENSACOLA                        | <b>State:</b> FLORIDA | <b>Zip Code:</b> 32506            |  |
| <b>Job Address:</b> PENSACOLA BEACH, FLORIDA  |                       | <b>Lot or Apt. Number:</b>        |  |

| <b>Limited Waiver Section Only</b>   |  |
|--|--|
| Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community. |  |
| <b>Date of Activity:</b><br>AUGUST 31, 2013  | <b>Description of Activity:</b> LIVE CONCERT |
| <b>Beginning Time:</b><br>11:00 AM   | <b>Ending Time:</b><br>12:00 MIDNIGHT        |

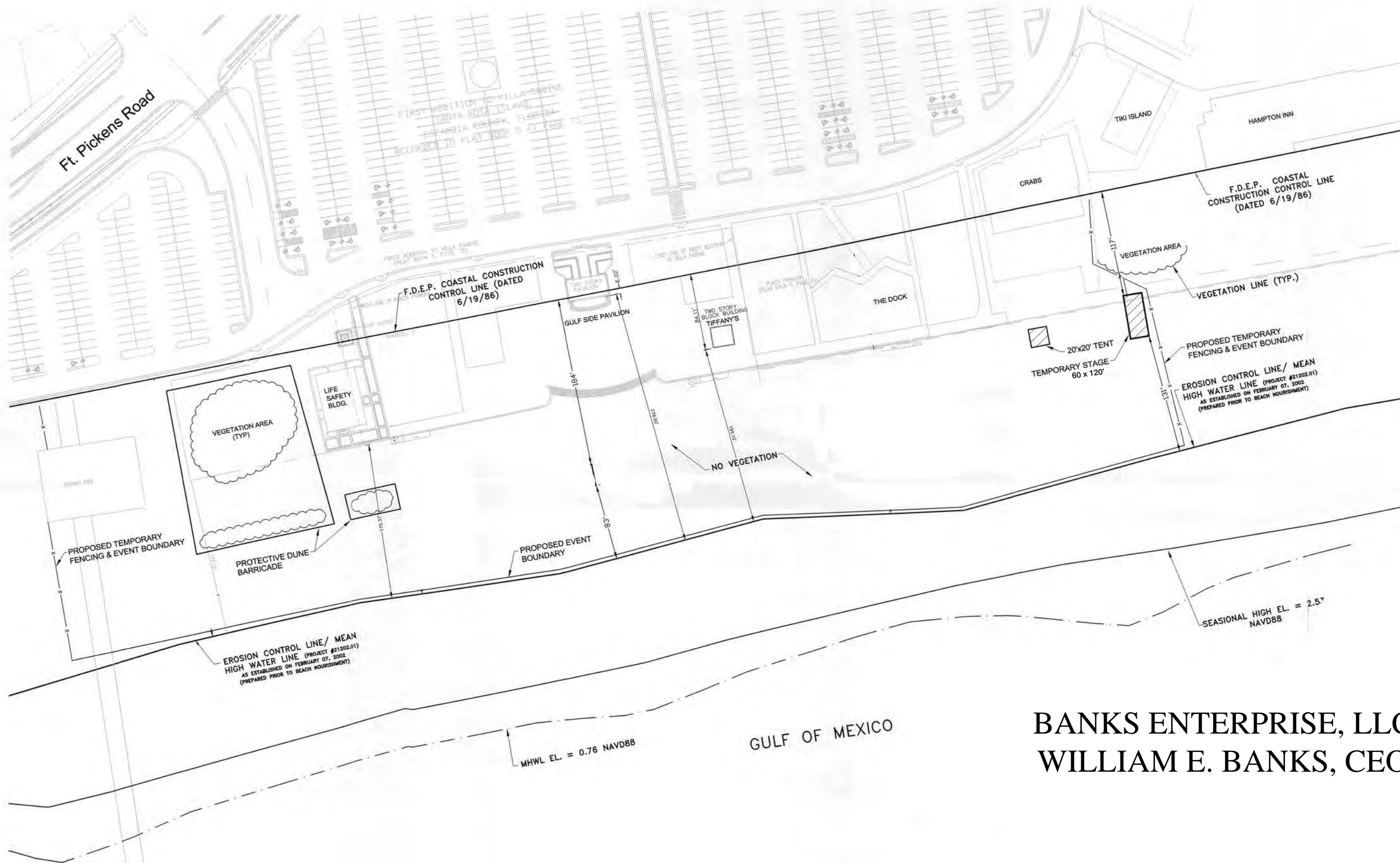
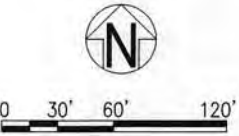
|                             |  |
|-----------------------------|--|
| <b>Remarks or Comments:</b> | THIS EVENT IS ON CASINO BEACH WHICH IS LOCATED ON PENSACOLA BEACH. |
|-----------------------------|--|

|                            |  |
|----------------------------|--|
| <b>Driving Directions:</b> | ACROSS THE STREET FROM THE SANTA ROSA ISLAND AUTHORITY, 1 VIA DELUNA DRIVE |
|----------------------------|--|

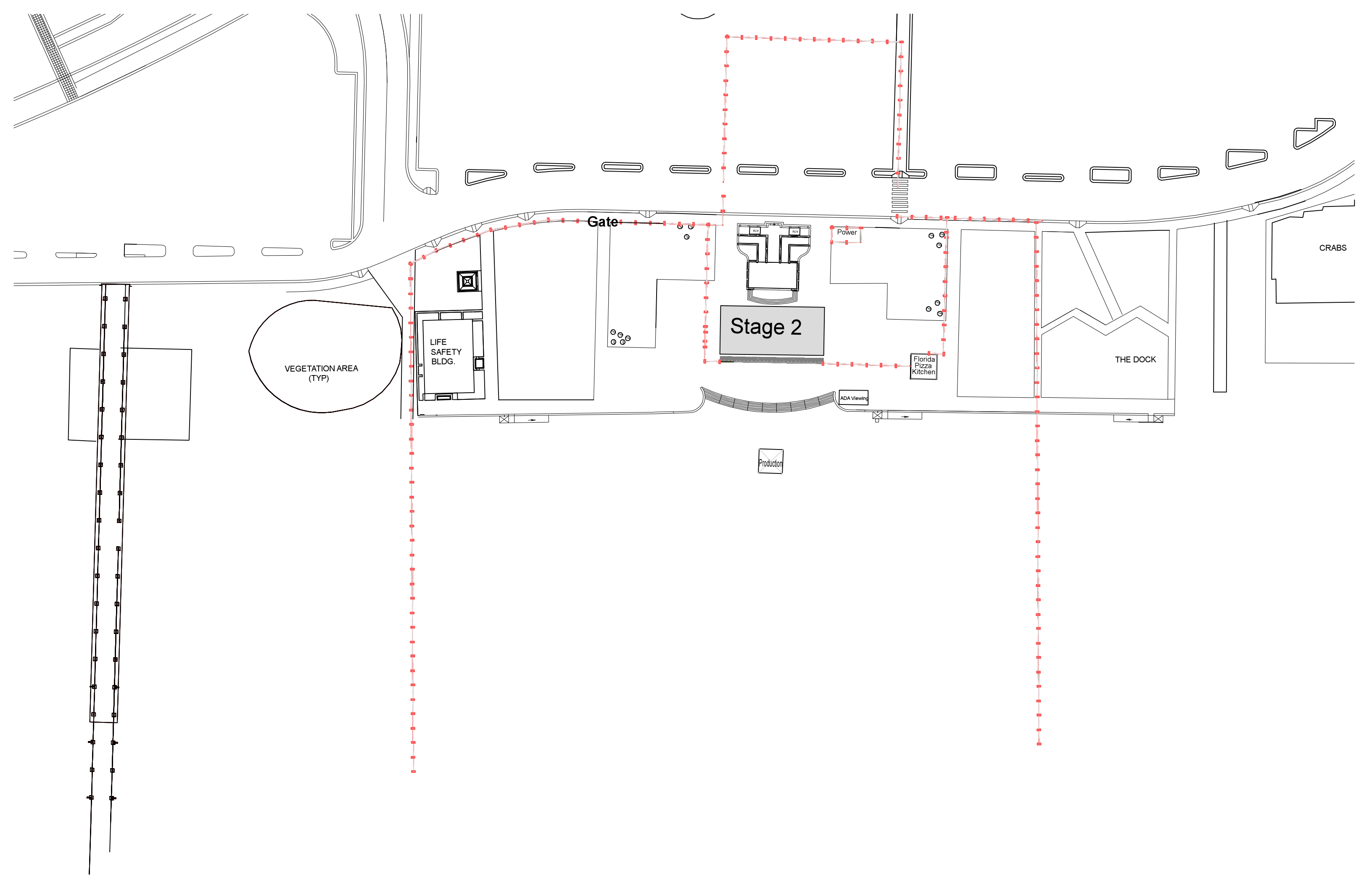
|  |                           |
|--|---------------------------|
| <b>Escrow Account Number:</b>                    | <b>Date:</b> July 9, 2013 |
| <b>Applicant Signature:</b> William E. Banks, Sr |                           |

# SITE PLAN

## GULF COAST SUMMER FEST 2013



**BANKS ENTERPRISE, LLC**  
**WILLIAM E. BANKS, CEO**





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4784**

**County Administrator's Report 8. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 08/20/2013

**Issue:** Corrections Department - Requests for Disposition of Property

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the 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.

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**Attachments**

Property Disp-Comm Corr/Anim Cont

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Corrections/Community Corrections COST CENTER NO: 290301

MELISSA GORDON \_\_\_\_\_ DATE: 08/05/2013  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Gordon Phone No: 850-595-3107

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL       | YEAR | CONDITION  |
|-----------|-----------------|---------------------|---------------|-------------|------|------------|
| Y         | 041026          | HP LASER PRINTER    | JPF8001792    | LASERJET 4+ | 1994 | INOPERABLE |
| Y         | 046692          | HP LASERJET PRINTER | USMB209380    | 400N        | 1993 | INOPERABLE |
| Y         | 048301          | HP LASERJET PRINTER | USB096372     | 4050N       | 2000 | INOPERABLE |
| Y         | 048332          | HP LASERJET PRINTER | USBB105080    | 4050N       | 2000 | INOPERABLE |
| Y         | 060139          | RICOH COPIER        | M6595000976   | MP2550      | N/A  | INOPERABLE |
| Y         | 042409          | HP LASERJET PRINTER | USFB088522    | LASERJET 4+ | 1995 | INOPERABLE |

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 08/06/13  
 FROM: Escambia County Department Director (Signature): Gordon C. Pike

Director (Print Name): Gordon C. Pike

RECOMMENDATION: \_\_\_\_\_ Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
George Touart  
 George Touart  
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Corrections/Community Corrections COST CENTER NO: 290301

MELISSA GORDON \_\_\_\_\_ DATE: 08/05/2013  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Gordon Phone No: 850-595-3107

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM    | SERIAL NUMBER | MODEL  | YEAR | CONDITION  |
|-----------|-----------------|------------------------|---------------|--------|------|------------|
| Y         | 054136          | DRYER                  | N/A           | UNIMAC | 2005 | INOPERABLE |
| Y         | 049018          | ISDN CONSOLE/TELEPHONE | 41494         | 2260D  | 2000 | INOPERABLE |
|           |                 |                        |               |        |      |            |
|           |                 |                        |               |        |      |            |
|           |                 |                        |               |        |      |            |

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 08/06/13  
 FROM: Escambia County Department Director (Signature): Gordon C. Pike  
 Director (Print Name): Gordon C. Pike

RECOMMENDATION: \_\_\_\_\_ Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
George Touart  
 George Touart  
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Corrections/Community Corrections COST CENTER NO: 290305

MELISSA GORDON DATE: 08/05/2013  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Gordon Phone No: 850-595-3107

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL  | YEAR | CONDITION  |
|-----------|-----------------|---------------------|---------------|--------|------|------------|
| Y         | 056728          | WASHER              | N/A           | UNIMAC | 2007 | INOPERABLE |
|           |                 |                     |               |        |      |            |
|           |                 |                     |               |        |      |            |
|           |                 |                     |               |        |      |            |
|           |                 |                     |               |        |      |            |

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 08/06/13  
 FROM: Escambia County Department Director (Signature): Gordon C. Pitke

Director (Print Name): Gordon C. Pitke

RECOMMENDATION: Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
George Touart  
 George Touart  
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Corrections/Community Corrections COST CENTER NO: 290307

MELISSA GORDON DATE: 08/05/2013  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Gordon Phone No: 850-595-3107

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION  |
|-----------|-----------------|---------------------|---------------|-------|------|------------|
| Y         | 051172          | LASERJET PRINTER    | USLNK11150    | 4100  | 2002 | INOPERABLE |
|           |                 |                     |               |       |      |            |
|           |                 |                     |               |       |      |            |
|           |                 |                     |               |       |      |            |
|           |                 |                     |               |       |      |            |

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 08/06/13  
 FROM: Escambia County Department Director (Signature): Gordon C. Pike

Director (Print Name): Gordon C. Pike

RECOMMENDATION: \_\_\_\_\_ Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
George Touart  
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Corrections/Community Corrections COST CENTER NO: 290306

MELISSA GORDON DATE: 08/05/2013  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Gordon Phone No: 850-595-3107

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL  | YEAR | CONDITION  |
|-----------|-----------------|---------------------|---------------|--------|------|------------|
| Y         | 046540          | HP LASERJET PRINTER | SUSMC033769   | 4000N  | 1998 | INOPERABLE |
| Y         | 051171          | HP LASERJET PRINTER | N/A           | N/A    | 2002 | INOPERABLE |
| Y         | 053980          | RICOH FAX           | 49600004      | LF416E | 2005 | INOPERABLE |
|           |                 |                     |               |        |      |            |
|           |                 |                     |               |        |      |            |

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 08/06/13  
 FROM: Escambia County Department Director (Signature): Gordon C Pike

Director (Print Name): Gordon C Pike

RECOMMENDATION: \_\_\_\_\_ Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
George Touart  
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department  
 \_\_\_\_\_  
 Clerk & Comptroller's Finance Signature of Receipt Date

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Corrections/Animal Control COST CENTER NO: 290101

Melissa Gordon DATE: 08/06/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Gordon Phone No: 850-595-3107

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM   | SERIAL NUMBER | MODEL  | YEAR | CONDITION |
|-----------|-----------------|-----------------------|---------------|--------|------|-----------|
| Y         | 013618          | RESCUE UNIT FOR TRUCK | 3345          | ARF-12 | 1975 | POOR      |
| Y         | 026908          | RESCUE UNIT FOR TRUCK | 42051         | ARF-6  | 1981 | POOR      |
|           |                 |                       |               |        |      |           |
|           |                 |                       |               |        |      |           |
|           |                 |                       |               |        |      |           |

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_

Print Name

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

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 08/06/13  
 FROM: Escambia County Department Director (Signature): Gordon C. Pike

Director (Print Name): Gordon C. Pike

RECOMMENDATION: Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
George Touart  
 George Touart  
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Pam Childers, Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4774**

**County Administrator's Report 8. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for 1280 Mahogany Mill Road #7

**From:** Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1280 Mahogany Mill Road #7 - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 20, 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 1280 Mahogany Mill Road #7:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edward R. Rankin, the owner of residential property located at 1280 Mahogany Mill Road #7, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,140, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for replacing the roof; and

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

**BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On August 20, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Edward R. Rankin. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, 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.

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**Attachments**

Res Rehab 1280 MM Rd #7

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of August 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Edward R. Rankin, (the "Recipient"), owner of residential property located at 1280 Mahogany Mill Road #7, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient 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. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,140**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,140**, which shall be comprised of a cash contribution of **\$1,140**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **20<sup>th</sup>** day of **August 2013**, and the Project shall be complete on or before the **20<sup>th</sup>** day of **November 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Clara Long, CRA Division Manager  
Community & Environment Department  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient(s):**

Edward Rankin  
1280 Mahogany Mill Road #7  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: Kathal, ACIT  
Date: 9/27/13

For: **Board of County Commissioners of Escambia County**

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

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

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

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:  
[Signature]  
**Edward R. Rankin, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of July, 2013 by **Edward R. Rankin**, Property Owner. He () is personally known to me or () has produced Florida Driver Lic. as identification.

[Signature]  
Signature of Notary Public

(Notary Seal)

Carolyn M. Barbour  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Edward R. Rankin**

**Property Address: 1280 Mahogany Mill Road #7, Pensacola, FL 32507**

The "Project" includes the following improvement to the above referenced property:

**Replace the roof.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

|  |   |  |
|--|---|--|
| <b>Applicant Name(s)</b><br><b><u>Edward R. Rankin</u></b> | <b>Address of Property</b><br><b><u>1280 Mahogany Mill Road #7</u></b><br><b><u>Pensacola, FL 32507</u></b> | <b>Property Reference No.</b><br><b><u>50-2S-30-2020-000-007</u></b> |
|--|---|--|

**Total Amount of Lien** **\$1,140**

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:

*Edward R. Rankin*

Edward R. Rankin, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of July, 2013 by **Edward R. Rankin**, Property Owner. He () is personally known to me or () has produced Florida Driver Lic. as identification.

*Carolyn Barbour*

Signature of Notary Public

(Notary Seal)

Carolyn Barbour

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

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

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

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

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Clara Long, CRA Division Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: *K. Hual, AEA*  
Date: 7/29/13



**Replace Roof**

**1280 Mahogany Mill Rd #7 - Rankin**





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4775**

**County Administrator's Report 8. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for 208 Brandywine Road

**From:** Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 208 Brandywine Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 20, 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 208 Brandywine Road:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Billy N. and Janice J. Crouch, the owners of residential property located at 208 Brandywine Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,250, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

**BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On August 20, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Billy N. and Janice K. Crouch. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, 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 208 Brandywine Road

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of August 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Billy N. and Janice J. Crouch, (the "Recipient(s)"), owners of residential property located at 208 Brandywine Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient 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. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,250**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,250**, which shall be comprised of a cash contribution of **\$1,250**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **20th** day of **August 2013**, and the Project shall be complete on or before the **20th** day of **November 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractors:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Clara Long, CRA Division Manager  
Community & Environment Department  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient(s):**

Mr. & Mrs. Billy Crouch  
208 Brandywine Road  
Pensacola, FL 32507

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

For: **Board of County Commissioners of Escambia County**

By/Title: [Signature]  
Date: 7/22/13

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

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

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

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient(s):

[Signature]  
Billy N. Crouch, Property Owner  
[Signature]  
Janice J. Crouch, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of July, 2013 by **Billy N. Crouch**, Property Owner. He ( ) is personally known to me or (  ) has produced FLC201304200 as identification.

The foregoing instrument was acknowledged before me this 19th day of July, 2013 by **Janice J. Crouch**, Property Owner. She ( ) is personally known to me or ( ) has produced FLC201304200 as identification.

(Notary Seal) 

[Signature]  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Billy N. and Janice J. Crouch**

**Property Address: 208 Brandywine 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**

|   |  |  |
|---|--|--|
| <b>Applicant Name(s)</b><br><b><u>Billy N. and Janice J. Crouch</u></b> | <b>Address of Property</b><br><b><u>208 Brandywine Road</u></b><br><b><u>Pensacola, FL 32507</u></b> | <b>Property Reference No.</b><br><b><u>50-2S-30-5010-006-022</u></b> |
|---|--|--|

**Total Amount of Lien** **\$1,250**

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):

Billy N. Crouch  
Billy N. Crouch, Property Owner

Janice J. Crouch  
Janice J. Crouch, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2013 by **Billy N. Crouch**, Property Owner. He ( ) is personally known to me or (  ) has produced FLic. C620...42...0 as identification.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2013 by **Janice J. Crouch**, Property Owner. She ( ) is personally known to me or (  ) has produced FLic. C620...44...0 as identification.



Clara F. Long  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court  
By: \_\_\_\_\_  
Deputy Clerk

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

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Clara Long, CRA Division Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kathal, ACA  
Date: 7/22/13



208 BRANDYWINE ROAD  
SANITARY SEWER CONNECTION



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4776**

**County Administrator's Report 8. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for 1202 Wilson Avenue

**From:** Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1202 Wilson Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 20, 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 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edward P. and Kirsten B. Germann, the owners of residential property located at 1202 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$832, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

**BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On August 20, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Edward P. and Kirsten B. Germann. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, 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.

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**Attachments**

Res Rehab 1202 Wilson Ave

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of August 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Edward P. and Kirsten B. Germann, (the "Recipient(s)"), owners of residential property located at 1202 Wilson Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient 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. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$832**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in EXHIBIT I, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$832**, which shall be comprised of a cash contribution of **\$832**.
4. **Project:** The Project funded by the grant is defined in EXHIBIT I. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **20th** day of **August 2013**, and the Project shall be complete on or before the **20th** day of **November 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractors:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

|                                    |                             |
|------------------------------------|-----------------------------|
| <b><u>County:</u></b>              | <b><u>Recipient(s):</u></b> |
| Clara Long, CRA Division Manager   | Mr. & Mrs. Edward Germann   |
| Community & Environment Department | 1202 Wilson Ave             |
| 221 Palafox Place                  | Pensacola, FL 32507         |
| Pensacola, Florida 32502           |                             |

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency

By/Title: Edmund ACA  
Date: 7/22/13

For: **Board of County Commissioners of Escambia County**

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

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

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

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient(s):  
Edward P. Germann  
**Edward P. Germann, Property Owner**  
Kirsten B. Germann  
**Kirsten B. Germann, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of July, 2013 by **Edward P. Germann**, Property Owner. He () is personally known to me or () has produced \_\_\_\_\_ as identification.

The foregoing instrument was acknowledged before me this 25 day of July, 2013 by **Kirsten B. Germann**, Property Owner. She () is personally known to me or () has produced \_\_\_\_\_ as identification.

Carol Harris  
Signature of Notary Public

(Notary Seal)

Carol Harris  
Printed Name of Notary Public





**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Edward P. and Kirsten B. Germann**  
**Property Address: 1202 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**

|  |   |  |
|--|---|--|
| <b>Applicant Name(s)</b><br><b><u>Edward P. and Kirsten B. Germann</u></b> | <b>Address of Property</b><br><b><u>1202 Wilson Avenue</u></b><br><b><u>Pensacola, FL 32507</u></b> | <b>Property Reference No.</b><br><b><u>50-2S-30-5000-025-012</u></b> |
|--|---|--|

**Total Amount of Lien** **\$832**

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):  
Edward P. Germann  
Edward P. Germann, Property Owner  
Kirsten B. Germann  
Kirsten B. Germann, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of July, 2013 by Edward P. Germann, Property Owner. He () is personally known to me or () has produced \_\_\_\_\_ as identification.

The foregoing instrument was acknowledged before me this 25 day of July, 2013 by Kirsten B. Germann, Property Owner. She () is personally known to me or () has produced \_\_\_\_\_ as identification.

Carol Harris  
Signature of Notary Public  
Carol Harris  
Printed Name of Notary Public

(Notary Seal)



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, CRA Division Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kathleen Aca  
Date: 7/24/13



1202 WILSON AVENUE  
SANITARY SEWER CONNECTION



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4777**

**County Administrator's Report 8. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for 15 Milton Road

**From:** Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 15 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following August 20, 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 15 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Gloria J. McCluskey, the owner of residential property located at 15 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,900, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

**BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivise private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On August 20, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Gloria J. McCluskey. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, 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.

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**Attachments**

Res Rehab 15 Milton Road

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 20<sup>th</sup> day of August 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Gloria J. McCluskey, (the "Recipient"), owner of residential property located at 15 Milton Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient 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. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,900**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,900**, which shall be comprised of a cash contribution of **\$1,900**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **20<sup>th</sup>** day of **August 2013**, and the Project shall be complete on or before the **20<sup>th</sup>** day of **November 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.



14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

|                                    |                             |
|------------------------------------|-----------------------------|
| <b><u>County:</u></b>              | <b><u>Recipient(s):</u></b> |
| Clara Long, CRA Division Manager   | Gloria J. McCluskey         |
| Community & Environment Department | 15 Milton Road              |
| 221 Palafox Place                  | Pensacola, FL 32507         |
| Pensacola, Florida 32502           |                             |

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: Actual ACA  
Date: 9/29/13

For: **Board of County Commissioners of Escambia County**

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

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

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

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

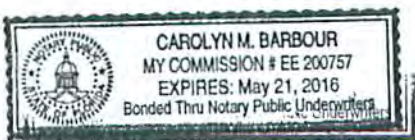
Gloria J. McCluskey  
**Gloria J. McCluskey, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2013 by **Gloria J. McCluskey**, Property Owner. She () is personally known to me or () has produced Florida Driver License as identification.

(Notary Seal)

Carolyn M. Barbour  
Signature of Notary Public  
Carolyn M. Barbour  
Printed Name of Notary Public



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Gloria J. McCluskey**  
**Property Address: 15 Milton Road, Pensacola, FL 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**  
**Gloria J. McCluskey**

**Address of Property**  
**15 Milton Road**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-5010-011-018**

**Total Amount of Lien**

**\$1,900**

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:

Gloria J. McCluskey  
Gloria J. McCluskey, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2013 by Gloria J. McCluskey, Property Owner. She ( ) is personally known to me or (  ) has produced Florida Driver License as identification.

Carolyn M. Barbour  
Signature of Notary Public

(Notary Seal)

Carolyn M. Barbour  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

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

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

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

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

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Clara Long, CRA Division Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kathleen Hart  
Date: 7/24/13



**Sewer connection**

**15 Milton Rd - McCluskey**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4737**

**County Administrator's Report 8. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Change Order to Purchase Order #131158 Geosyntec - Mahogany Mill Boat Ramp

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Geosyntec Consultants, Inc., for the Mahogany Mill Boat Ramp - Keith Wilkins, Community & Environment Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order #2, to conduct remediation of contaminated soil located at the County's property known as the Mahogany Mill Boat Ramp:

|  |                                |
|--|--------------------------------|
| Department:                                      | Community & Environment        |
| Division:  | Community Redevelopment Agency |
| Type:  | Addition                       |
| Amount:  | \$163,900                      |
| Vendor:  | Geosyntec Consultants, Inc.    |
| Project Name:                                    | Mahogany Mill Boat Ramp        |
| Contract:  | PD 02-03.079                   |
| PO#:   | 131158                         |
| CO#:   | 2                              |
| Original Award Amount:                           | \$24,500                       |
| Cumulative Amount of Change Orders through CO #2 | \$188,300                      |
| New Contract Total:                              | \$212,800                      |

**BACKGROUND:**

In June 2009, the County purchased the property located on Mahogany Mill Road for the purpose of constructing a public boat ramp facility. In May 2013, during excavation of existing relic foundations, previously undetected soil contamination was discovered and was reported as per Florida Department of Environmental Protection (FDEP) Rule 62-770. According to FDEP direction, the County conducted environmental assessment and delineated the extent of the contamination. During subsequent meetings with the FDEP regarding remediation, it has been determined that remediation will consist of the installation of a subsurface cap to prevent

groundwater contamination. This remedy was determined to be the least intrusive to the ongoing construction schedule and the most cost effective approach.

**BUDGETARY IMPACT:**

Funds for this project are available from Community Development Block Grant, Brownfield Redevelopment and Voluntary Cleanup Tax Credit, and will be allocated as follows: Fund 129, Cost Center 220404, Object Code 53101 - \$110,448.09 (2012 CDBG) and Cost Center 220418 - \$53,451.91 (VCTC Funds), Object Code 53101.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal consideration is necessary for this recommendation.

**PERSONNEL:**

Community Redevelopment Agency (CRA) Staff will handle all project management related to the remediation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, provides for Board approval of contracts in the amount of fifty thousand dollars (\$50,000) or greater.

**IMPLEMENTATION/COORDINATION:**

Community Redevelopment Agency (CRA) Staff will handle all project management related to the remediation.

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**Attachments**

Scope of Work

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25 July 2013

Mr. Glenn Griffith  
Brownfields Coordinator  
Escambia County Community & Environment Bureau  
221 Palafox Place  
Pensacola, FL 32502

**Subject: Proposal for Soil Capping Design and Installation  
Mahogany Mill Boat Ramp  
Pensacola, Florida**

Dear Mr. Griffith:

Geosyntec Consultants (Geosyntec) is submitting this letter proposal at your request to Escambia County to provide professional services associated with design and construction of the soil cap at the Mahogany Mills Site located in Pensacola, Escambia County, Florida. The activities are being conducted in response to identification of subsurface soil impacts identified during the active, ongoing construction activities at the Site. The remainder of this letter provides a description of the proposed scope of work, a budget estimate, and a discussion of the schedule to complete the work described herein.

The scope of work outlined below is based on our current knowledge of the Site and information provided by the County to date. Laboratory data indicates that pentachlorophenol (PCP), petroleum hydrocarbons, and polycyclic aromatic hydrocarbons (PAHs) have been identified in soil at the Site above Florida Department of Environmental Protection (FDEP) regulatory screening criteria. During the 11 July 2013 meeting with FDEP and the County and based upon the completed soil delineation activities, the FDEP and the County agreed that capping the existing soils in place is an acceptable remediation for the Site. The scope outlined herein was based on the decisions agreed upon during this meeting and confirmed with FDEP in an email dated 15 July 2013.

## **SCOPE OF WORK**

### **Task 1: Project Management/Meetings**

Under this task, Geosyntec will perform project planning and management responsibilities, such as correspondence with the County and FDEP, project coordination, and project administration. Budget has been included under this task for the project manager to communicate status reports with the various team members under the expedited project schedule. Additionally, budget for participation in up to three meetings by the Geosyntec project manager the facility design engineer, FDEP, and/or the County has been included under this task.

### **Task 2: SAR/RAP Preparation**

Under this task, Geosyntec will prepare a combined Site Assessment Report/Remedial Action Plan (SAR/RAP) document for submittal to FDEP. Based on the 11 July 2013 meeting and subsequent communications, FDEP understands that the SAR will focus on the completed soil sampling activities and may not meet all the requirements of Chapter 62-780.600 F.A.C. (such as detailed lithology cross sections, groundwater flow maps, etc.). The SAR/RAP will include: (i) a description of field activities and results and present tables and figures to summarize the analytical results for the SAR; and (ii) a RAP in accordance with Chapter 62-780.700, including a FDEP RAP checklist, design calculations and drawings, material specifications, construction drawings, and relevant data, developed under Task 3. It has been assumed that the RAP will focus on an engineered system to cap the contaminated soils in place. The draft SAR/RAP will be submitted to the County for review and comment prior to final submittal of the document to FDEP for their approval. The final document will be signed/sealed by a licensed Florida Professional Engineer.

### **Task 3: Cap Design**

Under this task, Geosyntec will review Site information and prepare a design for the capping system for the contaminated areas. The Site information includes detailed survey information for the contaminated soils location, engineering designs and specifications for the cap and other design performance requirements related to the cap design. Based on this information, Geosyntec will confirm the performance requirements needed to meet the design intent for the facility. Our understanding of these criteria will be communicated to the facility design engineer for review and approval.

The cap design will include a detailed cap grading plan, based on the facility final grading plan, and design calculations for lateral drainage of the cap surface. The design will include a plan view of the cap area and cross section of the cap layers and details. Technical specifications will be prepared for each layer of the cap. At a minimum, we anticipate the cap to include fine grading and compaction of the existing soils (in accordance with the ongoing project specifications), installation of a 45 mil EPDM geomembrane or equivalent, and installation of a lateral drainage layer. It has been assumed that the remainder of the facility will be constructed directly over the lateral drainage layer by others.

A draft of the design products, including calculations, drawings and technical specifications, will be provided for County review and approval. Geosyntec will incorporate comments received from the County upon review of the draft documents. Geosyntec assumes that CAD files for the facility design and detailed topographic survey of the cap area will be provided and that a pre-application meeting is not required.

The final engineering package will be submitted as an attachment to the SAR/RAP and will include a technical narrative, design drawings and specifications as described above and the supporting calculations. The scope and budget outlined herein is based on the assumption that FDEP has pre-approved the engineering concept and that the final cap design will be approved with minimal comment or request for revisions from FDEP.

#### **Task 4: Cap Installation**

Under this task, Geosyntec will subcontract to a remediation construction contractor to perform the installation of the cap system as described above. For the purpose of estimating the cost of this construction, it is assumed that a geocomposite product will be used for the lateral drainage layer. Geosyntec will provide full time oversight and documentation of this installation. The installation is assumed to require 10 days to complete.

#### **Task 5: Construction Completion Report (CCR) and Maintenance Plan**

Under this task, Geosyntec will prepare a cap CCR based on the requirements of the RAP and Chapter 62-780, including a narrative of the cap installation process, soil density test results, material quality certifications and photo documentation of the installation. A final cap as-built survey and an operation and maintenance plan for the long term care of the cap will be included in the CCR.

**Task 6: Contingency**

As approved by the County, because the portion of the project outlined herein needs to be conducted under a rapid schedule and there is a possibility for minor scope changes, we have included a 10% contingency. We will keep this contingency budget on a separate task from the rest of the scope described herein and only bill it with prior approval from the County.

**SCHEDULE**

Geosyntec will complete Tasks 2 and 3 within four weeks of authorization of this task order. We anticipate the County review of the draft documents, final submittal to FDEP, and FDEP approval within be completed within five days. The cap installation effort is planned as a ten day effort. Geosyntec will provide the construction completion certification report within two weeks after completion of the cap installation. The total schedule to completion of cap installation is estimated to be eight to ten weeks from notice of authorization. It is our understanding that the County and FDEP hopes to complete the cap installation by the end of September 2013.

**PROJECT BUDGET**

The budget summarized below is requested as a lump sum change order to Task Order PD 02-03.079 approved on 3 June 2013. Geosyntec will perform the above scope of work on a lump sum basis for the amount summarized below:

|                                     |                  |
|-------------------------------------|------------------|
| Task 1: Project Management/Meetings | \$5,300          |
| Task 2: SAR/RAP Preparation         | \$8,800          |
| Task 3: Cap Design                  | \$16,000         |
| Task 4: Cap Installation            | \$110,000        |
| Task 5: CCR and Maintenance Plan    | \$8,900          |
| <b>SUBTOTAL</b>                     | <b>\$149,000</b> |
| Contingency (10%)                   | \$14,900         |
| <b>TOTAL REQUESTED CHANGE ORDER</b> | <b>\$163,900</b> |

If this proposal is acceptable, please provide an executed change order to the referenced Task Order and return to Ms. Johnson’s attention at your earliest convenience.

## ASSUMPTIONS

In addition to that mentioned above, Geosyntec has made the following assumptions to supplement the work described above in preparation of this scope of work and cost estimate:

- The estimated maximum quantity of materials are as follows:
  - a. Area to be regraded and compacted – 20,000 sqft
  - b. EPDM – 20,000 sqft (in-place)
  - c. Geocomposite – 20,000 sqft (in-place)
- If additional materials are needed beyond these quantities, they will be provided on a Time and Material basis.
- No excavation and debris removal is needed.
- The County will be responsible for all off-site waste disposal including, providing roll-offs as needed, transportation and disposal fees, if needed.
- No stormwater controls (i.e. silt fencing, hay bales, etc.) nor stormwater permitting have been included.
- All permits to construct will be obtained by others.
- Geosyntec will secure the cap with sand bags or other appropriate materials, but the County will be responsible for protecting Geosyntec's work after completion of the cap until the work of the County subcontractor is complete.
- The existing subgrade is free of debris and obstructions and can be easily compacted to meet the County's project requirements and does not contain unsuitable fill. If unsuitable material is encountered, additional budget may be warranted.
- Beyond the regrading, EPDM and geocomposite installation, the County will be responsible for all the park facilities, including vegetation, sprinklers, water connections, etc.
- The County will be responsible for marking and identifying all underground utilities at the site.
- Water will be available at the Site and provided free of charge to Geosyntec and its subcontractors.
- Access to the Site and adjacent properties is unrestricted to Geosyntec and its subcontractors.

Mr. Glenn Griffith  
25 July 2013  
Page 6

- All work will be performed in Level D personal protective equipment.
- If field conditions, weather, etc. cause delays beyond the control of Geosyntec, requests for further budget authorization may be warrant.

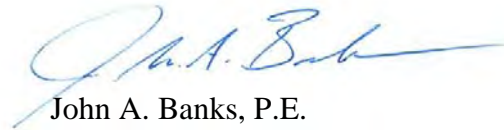
## CLOSURE

Geosyntec appreciates the opportunity to provide these services to Escambia County. If you have any questions regarding this scope of work, please do not hesitate to contact Jill Johnson at 850.483.5100, respectively.

Sincerely,  
Geosyntec Consultants, Inc.



Jill W. Johnson, P.G.  
Senior Hydrogeologist



John A. Banks, P.E.  
Associate



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-4739

County Administrator's Report 8. 6.

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Approval of Neighborhood Stabilization Program 3 Subrecipient Agreement with Area Housing Commission (AHC)

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval of the Neighborhood Stabilization Program 3 Subrecipient Agreement with the Area Housing Commission - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Escambia County Neighborhood Stabilization Program 3 (NSP3) Subrecipient Agreement with the Area Housing Commission (AHC):

A. Approve a Subrecipient Agreement with the AHC committing \$170,000 in NSP3 and Fund 124 dollars to finance three affordable rental units, including affiliated common and parking areas, as part of the Morris Court Redevelopment Project; and

B. Authorize the Chairman or Vice Chairman to execute the agreement and all related documents required to implement the Project.

[Funding: Fund 129, Cost Center 220507; Fund 124, Cost Center 220406]

**BACKGROUND:**

On October 19, 2010, HUD released requirements for allocating Neighborhood Stabilization Program (NSP) funds, now commonly known as NSP3. Escambia County filed an application and officially accepted the award of \$1,210,487 in NSP3 funds on May 19, 2011 (see **Exhibit I** for Board resume). Per the approved NSP3 Plan, in 2011, the County entered an Agreement with Area Housing Commission (AHC) and Pathways for Change, Inc. providing for the redevelopment of ten rental units at Morris Court for affordable housing targeting low income persons (see **Exhibit II** for Board resume). These 10 units are fully complete and 100% leased to eligible individuals. The recommendation proposed herein builds upon the initial redevelopment through a supplemental NSP3 Agreement with AHC to add three more rental units (actually a triplex containing 3 one bedroom units) at the Morris Court complex generally located at the intersection of West Godfrey and "K" Streets. The \$170,000 in NSP3 and Fund 124 funds will cover the construction costs, while AHC will directly pay for the professional architectural services at a cost approximating \$13,000. Upon completion, the three units must be utilized by AHC to provide permanent rental housing for persons/families with incomes below

50% of the area median income, including persons who have special needs, are homeless or are formerly homeless, for a minimum fifteen (15) year affordability period. The units will be owned, operated and managed by AHC in accordance with deed restrictions recorded on the property with respect to the long term rental and occupancy restrictions. Monthly rents cannot exceed the applicable limits promulgated by HUD on an annual basis. The three additional units will be located in the Morris Court complex (see **Exhibit III** for general location map).

**BUDGETARY IMPACT:**

NSP3 and Fund 124 funding of \$170,000 is currently available in the County's FY 2013 budget in Fund 129/Cost Center: 220507 and Fund 124/Cost Center 220406.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney (see the Agreement in **Exhibit IV**). The Agreement has also been reviewed and approved by AHC.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Agreement must be approved by the Board and fully executed by the parties in order for the project to move forward.

**IMPLEMENTATION/COORDINATION:**

The County's involvement with the project will be generally managed by Neighborhood Enterprise Foundation, Inc. (NEFI) in conjunction with AHC. Long term monitoring requirements associated with the NSP3 investment will be managed by NEFI. All parties are aware of this recommendation and the schedule for consideration by the Board. All project related payments from NSP3 funds will be processed by the County through the Finance Division.

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**Attachments**

Exhibit I

Exhibit II

Exhibit III

Exhibit IV

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-30. Approval of Various Consent Agenda Items – Continued

19. Approving, and authorizing the County Administrator to execute, the following Change Order, which will increase the Purchase Order amount to cover firefighter physicals (Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 53101):

|  |          |                     |
|--|----------|---------------------|
| Department:  | Public   | Safety              |
| Division:  | Fire     | Services            |
| Type:  | Addition |                     |
| Amount:  | \$5,000  |                     |
| Vendor:  | Sacred   | Heart Medical Group |
| Project Name:  | N/A      |                     |
| Contract:  | N/A      |                     |
| Purchase Order Number:                               | 110690   |                     |
| Original Award Amount:                               |          | \$45,000            |
| Cumulative Amount of Change Orders through Number 2: |          | <u>\$ 9,000</u>     |
| New Purchase Order Amount:                           |          | \$54,000            |

20. Taking the following action concerning the Award of Neighborhood Stabilization Program 3 Funds (Funding: Fund 129/2010, CDBG, Cost Center to be assigned):
- Acknowledging, for the Official Record, U.S. Department of Housing and Urban Development (HUD) approval of the Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment to the 2010 Escambia County Annual Plan, and accepting the award of HUD NSP3 funds, in the amount of \$1,210,487, as provided through Grant #B-11-UN-12-0005;
  - Ratifying the County Administrator's execution of the NSP3 Funding Agreement, as required by HUD (*the Funding Agreement was executed by the Chairman*); and
  - Authorizing the Chairman, Vice Chairman, or County Administrator, as appropriate, to execute all Grant-related documents as required to receive and implement all aspects of the NSP3.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued18. NSP3 Subrecipient Agreement ►

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, taking the following action concerning the Neighborhood Stabilization Program 3 (NSP3) Subrecipient Agreement with the Area Housing Commission (AHC) (Funding: Fund 129/NSP3, Cost Center 220507):

A. Approving a Subrecipient Agreement with the AHC, committing \$380,000 in NSP3 funds to finance the complete rehabilitation of five existing vacant, blighted duplexes (10 units) owned by AHC, including affiliated common and parking areas, in order to preserve the buildings for long term use in meeting affordable rental housing needs; and

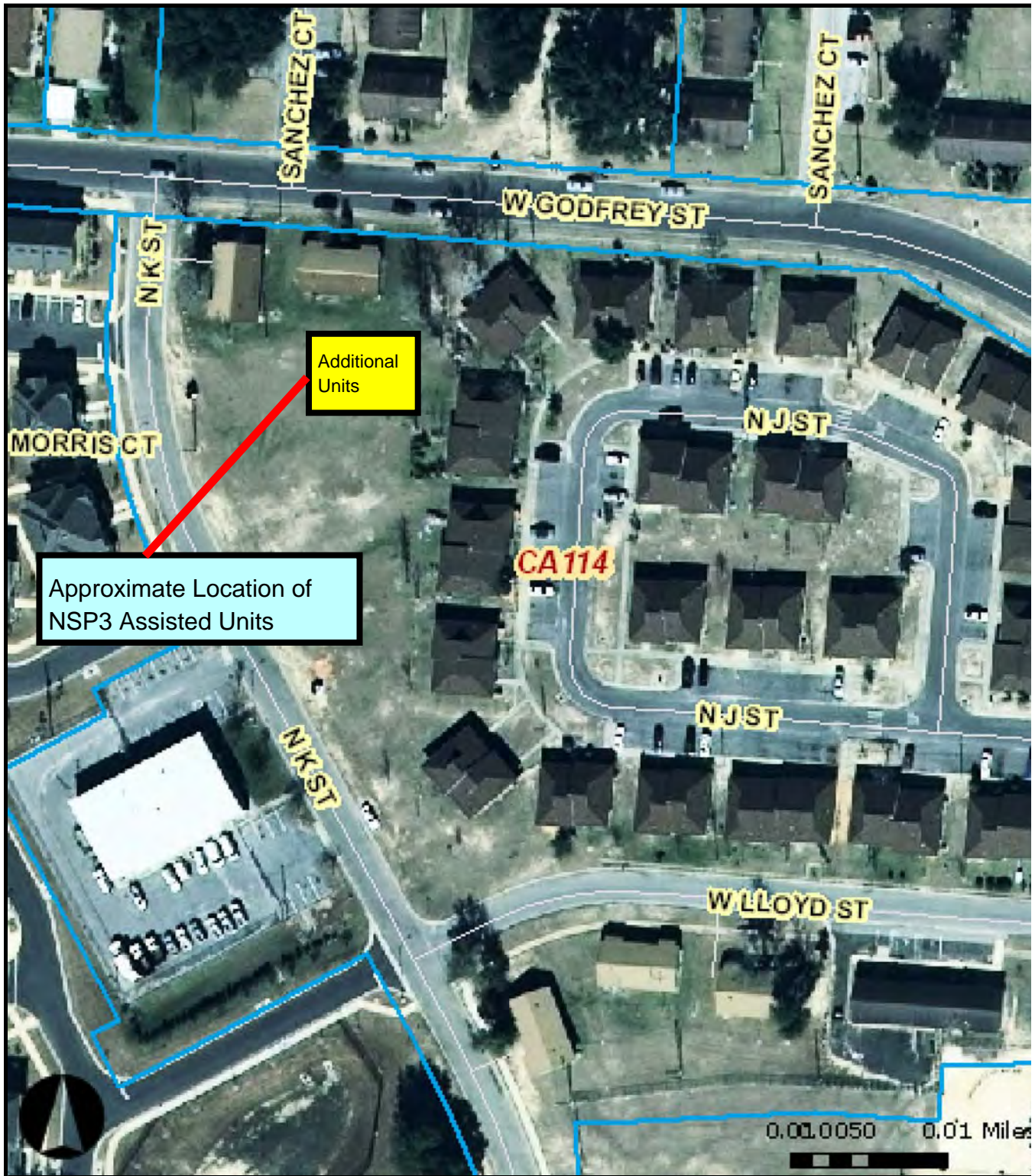
B. Authorizing the Chairman to execute the Subrecipient Agreement and all related documents required to implement the Agreement and to fully complete all provisions thereof.

For Information: The Board heard Commissioner Young disclose that she serves on the Area Housing Board; however, because she is not paid, she is not precluded from voting on this issue.

21. Video Visitation / Sheriff's Training Facility ►

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Robertson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), awarding a Contract to A. E. New, Jr., Inc., for the Escambia County Video Visitation and Sheriff's Training Facility, PD 10-11.054, in the amount of \$3,919,200, which includes the base bid and additive alternates 1, 2, 3, 5, and 6 (Funding: Fund 352, [Local Option Sales Tax] LOST III, Cost Center 540115, Sheriff's Capital Projects, Object Code 56201, Project# 10SH0663).

# NSP3 Targeted Duplexes



Map Grid

All Roads



## Major Roads

—County Road

—InterState

—State Road

—US Highway



## Property Line



**PLEASE NOTE:** This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

**SUBRECIPIENT AGREEMENT**  
**Area Housing Commission**  
**Escambia County Neighborhood Stabilization Program 3 (NSP3)**

**THIS AGREEMENT** is made and entered into this 20th day of August, 2013, by and between the **COUNTY OF ESCAMBIA**, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, a political subdivision of the State of Florida, hereinafter referred to as the "**County**"; and **AREA HOUSING COMMISSION**, with administrative offices located at 1920 West Garden Street, Pensacola, Florida 32502, a public body corporate and politic and a Public Housing Agency designated by the U. S. Department of Housing and Urban Development (HUD) or its assigns, hereinafter referred to as "**AHC**," and for the sole purpose of financing, redeveloping, operating and managing residential rental properties for the benefit of low income persons or families, including special needs, homeless or formerly homeless persons or families in accordance with provisions of the Neighborhood Stabilization Program, specifically Neighborhood Stabilization Program 3, hereinafter referred to as "NSP3."

**WITNESSETH**

**WHEREAS**, the County has elected to participate in the NSP3 Program to target negative impacts of the national home foreclosure crisis upon local neighborhoods for the benefit of the citizens of Escambia County and the City of Pensacola ("City"), and,

**WHEREAS**, said NSP3 Program provides that the County may enter into agreements with non-profit agencies, private corporations, community organizations and/or governmental agencies for purposes of implementing the NSP3 Program; and,

**WHEREAS**, the non-profit AHC has exhibited the managerial and technical ability to develop, manage and administer subsidized and market rate rental housing within the local area; and,

**WHEREAS**, the County elected to partner with the AHC for purposes of implementing NSP3 Activity identified as *Eligible Use E - Housing Redevelopment (Rehabilitate and/or Redevelop Residential Properties for Permanent Housing for Special Needs)*, hereinafter referred to as "Project," in accordance with governing regulations and requirements stipulated herein, and to enter into an Agreement with the AHC for this purpose; and,

**WHEREAS**, it is in the best interest of the County to enter a supplemental Agreement with AHC for the specific purpose of enhancing the Project within Escambia County.

**NOW, THEREFORE**, in consideration of the mutual premises and covenants, the parties agree as follows:

**ARTICLE I**  
Supervision

1. The AHC agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), an operating branch of the Escambia County Community and Environment Department, as designated agent for County.

1.1 Initial contract managers responsible for coordination and administration of this Agreement and attending regular meetings with the AHC, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director  
Neighborhood Enterprise Foundation, Inc.  
P. O. Box 18178  
Pensacola, Florida 32523  
Phone: (850) 458-0466  
FAX: (850) 458-0464  
E-Mail: [Randy\\_Wilkerson@co.escambia.fl.us](mailto:Randy_Wilkerson@co.escambia.fl.us)

Contract Coordinator for AHC: Abe Singh, Executive Director  
Area Housing Commission  
1920 West Garden Street  
Pensacola, Florida 32502  
Phone: (850) 438-8561  
Fax: (850) 438-1743  
E-Mail: [Execdir@areahousing.org](mailto:Execdir@areahousing.org)

## **ARTICLE II**

### Scope of Services

2. The AHC agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The AHC shall continually cooperate with County, its Contract Manager, the City of Pensacola, HUD, and other external parties as required throughout the planning, design, financing, bidding, rehabilitation/construction, occupancy and operational phases of the Project. AHC property shall be redeveloped to provide three (3) one bedroom units for the provision of permanent rental housing for residential occupancy by individuals or families meeting the Low Income stipulations cited in **EXHIBIT I** and defined in Title III of Division B of the Housing and Economic Recovery Act of 2008" (Public Law 110-289), hereinafter "HERA," as may be amended, incorporated herein by reference and acknowledged by AHC as provided in **EXHIBIT VIII** of this Agreement. The AHC, in consultation with the County and cognizant City of Pensacola permitting agencies, shall properly secure and/or ensure that all plans, approvals, financing agreements, permits, insurances, certifications, contracts, and official actions required to successfully complete the Project are legally secured by any and all parties directly or indirectly participating in the planning, design, development, rehabilitation/construction, and/or occupancy of the Project (rental units). All Project plans, site improvements and facility construction or renovation work shall be properly permitted by all appropriate authorities prior to initiation of any improvements on the Project site. Prior to soliciting bids or quotes for Project related construction/rehabilitation work financed with NSP3 funds, construction plans and bid specifications shall be submitted for review and approval of the Contract Manager. The AHC and its professional consultants shall work closely with the County to ensure that a well advertised, open bid solicitation process is used for the selection of qualified vendors and contractors to perform Project related work. Upon receipt of all necessary approvals and selection of Project contractor(s), the AHC and County, through their respective professional staff and/or consultants, shall perform construction oversight, inspection

and approval functions so as to ensure proper completion of the Project. County and AHC agree that the property on which the Project will be undertaken is owned (fee simple) by AHC as of the date of execution of this Agreement.

### **ARTICLE III** Funding

3. The County agrees to provide funding in the maximum aggregate amount of **\$170,000.00** for the purposes of directly paying or reimbursing all costs required to redevelop the property to provide three (3) one bedroom units and necessary improvements to common areas, through construction/ rehabilitation as necessary to provide the units for permanent residential housing as described herein. All of these actions shall be accomplished in accordance with the NSP3 requirements stipulated in **EXHIBIT I and EXHIBIT VIII** of this Agreement. Such funds are payable solely from available NSP3 funds and/or County Fund 124/Affordable Housing funds, subject to possible reduction under Article VI hereof and shall be solely available under the terms of this Agreement. AHC shall be responsible for funding or financing any amounts required above funding provided by the County through this Agreement.

3.1 The County agrees to receive, account for and disburse NSP3 and/or Fund 124 funds from budgets and accounts, as legally established by the County, for the mutual benefit of the AHC and the NSP3 eligible Low Income persons or families to the extent that such benefits conform to the requirements of the HERA.

3.2 The County shall make periodic disbursements from the sum authorized in paragraph 3. above over the period of this contract to the AHC, or on behalf of the AHC, for NSP3 activities and services authorized under the terms and conditions set forth in **EXHIBIT I** of this Agreement, subject to submission of any and all documentation required by NEFI or County with respect to development and long term use of the residential property(ies) as permanent residential rental housing; determination as to the eligibility of individuals or families occupying the housing; legally filing deed restrictions limiting the use of the property to NSP3 eligible uses in return for NSP3 subordinate financing provided to AHC; compliance with long term affordability requirements with respect to rental occupancy; and any other relevant documentation requested by the contract manager or liaison.

3.3 The method of payment shall be according to the Payments and Procedures, as described in **EXHIBIT I** of this Agreement.

3.4 Prior to start of any construction/rehabilitation under this Agreement, the County or its agent, shall complete a written update to the existing, HUD approved, 24 CFR Part 58 compliant environmental review record noting the completion of a additional units as described herein as part of the NSP 3 Project.

### **ARTICLE IV** Reporting

4. The AHC shall cooperate with the County in preparation of NSP3 Quarterly Reports with respect to the Project. Additionally, the AHC shall be responsible for filing and continually updating the Tenant (Resident) Occupancy Report, as described in **EXHIBITS I and IV**. All required reports shall be provided to the County (via NEFI) as described in **EXHIBIT IV** of this Agreement.

4.1 The AHC shall use the Report Forms that have been approved by the County as described in **EXHIBIT IV** of this Agreement, unless an alternate form is approved by the County/NEFI.

4.2 The reports shall be due in January, April, July and October, and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The reports are due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by both parties. The Quarterly Report shall include all Project activities undertaken during the previous quarter.

4.4 The AHC shall provide the County with additional information as may be required by state or federal agencies to substantiate Project activities, property eligibility, tenant/resident eligibility, expenditure eligibility and long term affordability requirements.

## **ARTICLE V**

### Indemnification and Insurance Requirements

5.0 AHC is an independent contractor and shall not represent in any matter that AHC is an employee of the County in performing any of the aforementioned activities or services. This Agreement is not intended to create an employer-employee, partnership or joint venture relationship between County, and AHC or their respective directors, officers, employees, or agents. The County shall not exercise control or direction over the manner by which AHC, its employees or representatives provide for activities or services pursuant to this Agreement, except as otherwise outlined in this Agreement as to compliance with applicable federal, state and local law and regulations, or with regard to quality, manner and content of work provided by AHC pursuant to applicable laws and regulations.

5.1 AHC shall indemnify, defend, and hold the County, its officers and employees, harmless from all claims, suits, judgments, damages, or costs arising from its performance or failure to perform the activities or services, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of AHC and persons employed or utilized by AHC as contemplated by this Agreement. The term "County" as used in this section of the Agreement shall mean Escambia County respectively, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. AHC's obligation hereunder 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.

5.2 As owner of the Project property and improvements, AHC shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts in managing and implementing the activities described herein with combined single limits of **\$1,000,000**, per occurrence/aggregate including coverage for bodily injury, broad form property damage, personal injury and death, contractual liability, independent contractors, premise/operations, products and completed operations, and fire legal liability. AHC shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms



and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits per occurrence of **\$300,000**, including bodily injury, property damage, and death, arising out of ownership or use of any vehicles, including all owned, hired and non-owned vehicles and employee non-ownership use by the AHC.

c. Workers' compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

All of the above policies shall be with carriers admitted to do business in the State of Florida. AHC shall have certificates of insurance forwarded to:

Escambia County  
Office of Risk Management  
P.O. Box 1591  
Pensacola, Florida 32591

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, AHC shall furnish copies of its insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, which shows policies with Insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. AHC shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, AHC shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

5.3 **Builders Risk Insurance Coverage.** AHC or the County shall require all civil, utility, commercial, general and/or residential building contractors completing work on the development site to be properly insured for General Liability, Workmen's Compensation and Builder's Risk in minimum limits necessary to secure permits and approvals as required to complete the level of work by the respective contractor. Insurance certificates shall be provided by each contractor prior to initiating any work on the development site.

5.4 AHC required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above AHC's coverage. AHC's policies of coverage will be considered primary as related to all provisions of the agreement.

5.5 **Loss Control.** AHC and the County shall retain control over their respective employees, agents, servants, contractors and subcontractors, as well as control over their invitees, and their activities on and about the subject premises and the manner in which such activities shall be undertaken, and to that end, AHC shall not be deemed to be an agent of the County. Precaution

shall be exercised at all times by the parties for the protection of all persons, including employees, and property. The parties shall make special effort to detect hazards and shall take prompt action where loss control or safety measures should reasonably be expected.

5.6 The parties and any of their associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Each party agrees to indemnify and hold harmless the County, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the indemnifying party, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the work described in this Agreement. Further, each party assumes all legal and financial liability and the direct responsibility for assuring full and complete employee training and protection of the public through the proper testing, management, handling, demolition removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered or used by such party in the completion of the work in any way related to this Agreement.

5.7 Pay on Behalf of the Parties. Each party agrees to pay on behalf of the other party, as well as provide a legal defense for such party, both of which will be done only if and when requested by such party, for all indemnified claims as described in this Agreement, provided the indemnifying party will not be liable for any claim settled without its consent. 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 a party's exclusive remedy.

## ARTICLE VI

### Contract Period and Termination

6. This Agreement shall be effective for the period beginning the 20th day of August, 2013, and for NSP property acquisition and redevelopment purposes, **shall terminate on March 31, 2014**, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation.

6.1 NSP3 long-term affordability and resident occupancy requirements shall extend beyond the term of this development agreement. Said requirements generally include: maximum monthly rent limits for tenants occupying the rental units; NSP3 unit occupancy limitations and set-aside requirements; and all related NSP3 reporting and compliance requirements with respect to the Project, as further defined in **EXHIBIT I** of this Agreement. AHC's commitment to comply with said requirements shall commence on the 1<sup>st</sup> day of April, 2014, and shall terminate **fifteen (15) years** from the date of the recorded NSP Land Use Restriction Agreement (Deed Restriction).

6.2 Provided, that if the contract managers agree that AHC has failed to satisfactorily perform its duties as set forth herein, or in the event that NSP3 Program funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.3 Due to the time limitation for obligation of NSP3 funds, the AHC shall be subject to a performance review by the County/NEFI, at not more than three (3) month intervals based upon the effective date of this Agreement. Failure of the AHC to satisfactorily address the written review comments within ten (10) days of the date of issuance by NEFI or the County shall be grounds for the County to suspend payments and provide notice of impending termination to the AHC.

**ARTICLE VII**  
Accountability

7. The AHC agrees to maintain personnel, financial, individual client and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development ("HUD"), NEFI or any of their duly authorized representatives; or the AHC shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The AHC shall be fully responsible and directly liable for the proper expenditure of all NSP3 Program funds provided to the AHC through this Agreement. In the event of misappropriation of NSP3 funds or the use of NSP3 funds for ineligible expenditures by the AHC, said AHC shall be liable for immediate repayment of improperly expended NSP3 funds to the County or HUD, as may be required.

7.3 Any AHC failing to properly manage and account for the expenditure of NSP3 funds, resulting in requirement for repayment of such funds to the County or HUD, shall be barred from participation in all projects or programs involving NSP3 funds, unless such funds are repaid to County or HUD within fifteen (15) days of written notification of such obligation by the County and/or HUD. Any repayment resulting from fraudulent activities shall result in the permanent debarment of the AHC from participation in all County sponsored housing programs.

**ARTICLE VIII**  
Nepotism

8. The AHC agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this Agreement.

**ARTICLE IX**  
Civil Rights and Anti-Discrimination

9. The AHC agrees to abide by the spirit and intent of the Civil Rights Act of 1964 (42 U.S.C. 2000d), as amended, and the Civil Rights Act of 1968, as amended, and implementing regulations related thereto, to ensure that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Housing and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The AHC accepts sole responsibility for ensuring such non-discriminatory access to the housing and services provided hereunder.

9.2 AHC will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The AHC agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

9.3 In carrying out all aspects of the housing activities for which the AHC has contracted hereunder, the AHC shall at all times abide by and maintain full compliance with the requirements of the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**ARTICLE X**  
Program Income

10. Any Program Income generated as a result of NSP3 activities and meeting the definition of program income under the Community Development Block Grant ("CDBG") regulations at 24 CFR Part 570.500(a), including activities implemented hereunder, shall be retained by AHC as allowed by governing NSP3 regulations and written NSP3 regulatory clarifications promulgated by HUD. Program income generated through the Project will be required by the AHC to ensure proper maintenance, oversight and operation of the affordable housing development for the duration of the NSP3 long term affordability period. For purposes of this project, Program Income is defined as the gross rental income generated through rental of the units assisted hereunder, less total operating costs (expenses) associated with the units. *AHC shall, at least annually for the duration of the Project affordability period, provide to the County a detailed accounting of gross rental revenue and operating expenses associated specifically with the NSP 3 assisted units, and shall clearly state the amount of Program Income earned, if any, as a result of this calculation. This calculation shall be confirmed to the County by AHC's independent auditor.*

10.1 Any such Program Income shall be exclusively used by AHC to make improvements or enhancements to the NSP3 assisted rental units and/or associated property, including common areas. AHC shall submit documentation to the County evidencing proper accounting for and use of such Program Income in accordance with this provision. If AHC fails to comply with this requirement at any time during the Project affordability period, the County shall require from that point forward that AHC pay any Project related Program Income directly to the County as denoted in subsection 10.3 below.

10.2 Though not anticipated, should the County receive any NSP3 related repayments as a result of or in connection with this Project, the County shall reuse the funds in furthering NSP3 eligible activities or for further disposition as required by HERA Section 2301(d)(4).

10.3 Any repayment of NSP3 funds or associated Program Income in relation to this Agreement, or the Project financed hereunder, shall be repaid to *Escambia County* and credited by the County to the NSP3 Program within the budgets and accounts of the County (or the Community Development Block Grant Program if the NSP3 Program has ceased to exist at the time of repayment).

**ARTICLE XI**  
Project Schedule

11. AHC and County agree that all phases of the Project shall be substantially completed within a maximum of six (6) months of the date of this Agreement. Notwithstanding the aforesaid, all deadlines shall be extended for any and all periods of delay resulting from circumstances beyond reasonable control of AHC, including Acts of God, documented periods of inclement weather that prohibit construction work on the site, strikes, labor or material shortages, walkouts, vandalism, civil unrest, war or riot. A projected Project completion schedule is incorporated as **Exhibit VII** of this Agreement. All parties hereto agree to make reasonable every effort to conform to the milestones established in the completion schedule.

**ARTICLE XII**  
Prohibition Against Use of Eminent Domain

12. Parties to this Agreement agree and affirm that the power of Eminent Domain shall not be utilized with respect to the Project.

**ARTICLE XIII**  
Uniform Requirements

13. The AHC shall comply with applicable provisions of Title III of the Housing and Economic Recovery Act of 2008 (HERA), the Community Development Block Grant (CDBG) Program Regulations at 24 CFR Part 570, all related regulatory requirements and HUD policy directives and guidelines applicable to the NSP financed activities to be implemented through this Agreement. The AHC has been directly provided electronic copies of the entire text of applicable portions of these laws, regulations, HUD policy directives and guidelines prior to initiative Project activities. The AHC has also been directed to the *NSP Resource Exchange* website located at <http://hudnsphelp.info/index.cfm> for additional information, technical support and training regarding NSP3. This is evidenced by execution of the certification of receipt contained in **EXHIBIT VIII** of this Agreement. The AHC agrees to comply with any amendments or revisions to said laws, rules, regulatory provisions, policy guidelines or directives as may be promulgated by HUD and as provided to the AHC in writing by the County. Said compliance shall be required as of the date the amended provisions are provided to the AHC by the County and officially acknowledged by the AHC in writing.

**ARTICLE XIV**  
Procurement

14. AHC shall adhere to generally accepted procurement standards in the purchase of construction work, materials, supplies, equipment, and/or contractual services associated with this Project, where NSP3 funds are used in whole or in part to finance the purchase of or payment for such items. All such procurements shall afford the maximum level of open

competition among qualified bidders or vendors, and shall minimally conform to procurements standards established in Office of Management and Budget (OMB) Circular 85.36 (24 CFR 85.36). The County (and NEFI) shall be provided the opportunity to review and approve (or reject) bid or solicitation documents, advertisements, or specifications related to any Project related procurement action. AHC shall secure written authorization to proceed with solicitations for CDBG financed construction of Project related improvements and/or major equipment purchases prior to initiating such procedures. Further, the County reserves the right to directly manage the solicitation of bids for major construction or renovation components of the Project through or in consultation with its Office of Purchasing.

## **ARTICLE XV**

### General Provisions

15. The AHC accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV, V, VI, VII and VIII** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the AHC agrees:

15.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

15.2 To permit and facilitate such audits by the U. S. Department of HUD, Escambia County, any of their respective designated independent auditing firm(s) or their authorized representatives as may be required in relation to this Agreement;

15.3 To produce all documents upon request by the County, HUD or the authorized representatives of each; and

15.4 To provide a complete copy of the non-profit AHC's most recent independent audit, including the management letter and AHC's response, and to subsequently secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and all management responses thereto to the County within one hundred twenty (120) days of the end of the AHC's corporate accounting year.

15.5 AHC is currently designated, in good standing, as a Public Housing Agency ("PHA") by the U. S. Department of Housing and Urban Development in accordance with provisions of the U. S. Housing Act of 1937, as amended. AHC shall maintain the foregoing status throughout the term of the Agreement. Initial documentation of HUD designation as a PHA is included in **EXHIBIT VI** of this Agreement. AHC functions primarily as an affordable housing provider within Escambia County and the City of Pensacola. AHC's housing services are provided through the operation of AHC owned and AHC managed affordable housing properties. If at any time during the term of this agreement AHC's designation as a PHA is terminated, withdrawn, threatened or altered in any manner, AHC shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this Agreement, and subject said Agreement to cancellation in accordance with provisions of Article VI Section 6.1 of this Agreement.

15.6 In completing the redevelopment of residential property(ies) under this Agreement, the AHC, and/or its building contractor(s), shall fully comply with provisions the Florida Building Code, or alternate construction standards as legally promulgated by Escambia County, the City of Pensacola, and/or the State of Florida, as a condition of receiving NSP3 funds under the terms of this Agreement. All work shall be performed by qualified, licensed and insured contractors authorized to perform work in Escambia County.

15.7 The AHC shall notify the City of Pensacola, specifically through the Planning and Zoning Department, of planned improvements to the property identified in **EXHIBIT II** and shall secure all required permits and obtain all approvals of said Department and any other cognizant permitting AHC prior to initiating the redevelopment or construction of improvements on the property.

## **ARTICLE XVI** Understanding of Terms

16.1 This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties. This Agreement shall not be assignable by either party without the express prior written consent of the other party. Any attempt at assignment without consent shall be void and of no effect.

16.2 This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, or United States District Court for the Northern District of Florida, and each party waives the right to change of venue. Further, this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

16.3 If any part, term, or provision of this Agreement is held by a court 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.

16.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

16.5 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. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the addresses stated in Sections 1.1 and 1.2 of this Agreement.

16.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first above given.

**ESCAMBIA COUNTY, FLORIDA** by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

BCC Approved: August 20, 2013

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

Escambia County Legal Department Approval:

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: ACT  
Date: 7/23/13



**AREA HOUSING COMMISSION**, a public body corporate and politic and a Public Housing Agency as legally designated by the U. S. Department of Housing and Urban Development

WITNESSED:

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Delores Curry, Chair of the Area Housing Commission, a local Public Housing Agency, a not for profit corporation, who did not take an oath and who:

\_\_\_ is/are personally known to me.

\_\_\_ produced current Florida driver's license as identification.

\_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

**(Notary Seal must be affixed)**

\_\_\_\_\_  
Name of Notary Printed

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF  
*Eligible Use E - Housing Redevelopment (Rehabilitate and/or Redevelop Residential  
Properties for Permanent Housing for Special Needs)*

**Agency Name: Area Housing Commission**

**I. SCOPE OF SERVICES**

A. **Area Housing Commission** ("AHC") and County shall work cooperatively to manage the planning, implementation, fiscal accountability, record-keeping, reporting and housing compliance matters associated with the Project from inception of this Agreement through final completion of all requirements stipulated herein. This shall generally include the continuous involvement of the Contract Managers for the County and AHC, as well as Project related staff and consultants, throughout the project planning, design and construction process including: project planning; scheduling; general implementation oversight; property and site layout; rental unit construction/rehabilitation design and technical specifications; preparation of bid specifications and bid documents; bid authorization and bidding procedures; construction contract review, award and final approval; ensuring compliance with applicable contract requirements; reviewing and processing any and all payments associated with the NSP3 and/or Fund 124 funds; and monitoring construction contract compliance matters related to the Project in accordance with the terms and conditions of this Agreement.

Within the confines of the overall funding limitations imposed through Article III Subsection 3 of this Agreement or the NSP3 and/or Fund 124 funding, in addition to the construction/rehabilitation costs referenced above, improvements eligible for County financing may include, but are not necessarily limited to: procuring related professional services such as, but not limited to architectural, civil engineering, land and plat surveying, geotechnical site work, legal services, and related pre-construction requirements; fixtures and appurtenances required to equip the rental units within the Project; safety and accessibility improvements within the Project site and adjoining rights-of-way, including designated parking and provision for accessible routes; improvements to existing utilities (potable water, sanitary sewer, electricity, and/or gas service) within public right-of-way as specifically required to fully complete the Project; energy efficiency enhancements and/or incorporation of economically viable green building features; improvements to common areas or facilities designated for use by the residents (tenants) of the Project; construction of stormwater drainage and retention facilities to the extent required by permitting agencies specifically in relation to the Project; site improvements required by the local cognizant permitting agencies; and/or similar improvements that are required for delivery of housing and related services for the benefit of Eligible Low Income households as authorized by Section 2301(f)(3)(A) of Title III of the housing and Economic Recovery Act of 2008 (HERA) and as more specifically defined below. Under no circumstance shall the aggregate NSP3 and Fund 124 expenditures provided under this Agreement exceed \$170,000.

B. Following Project completion, **Maximum Total Monthly Rent for the units** shall at all times be no more than the Fair Market Rents (FMR) published annually by the U. S. Department of Housing and Urban Development and shall continually comply with requirements stipulated below in Section III of this Exhibit:

C. NSP3 Project funds shall be made available to the AHC in the form of a fifteen (15) year non-interest bearing, deferred payment loan reflecting the aggregate amount of NSP3 funds expended in support of this Project. Said loan shall be secured by a property use deed restriction to be recorded in the official records of the County. Said property use deed restriction shall limit use of the property and improvements to the purposes specified in this Agreement for a minimum fifteen (15) year period. Failure to conform to the prescribed facility use restrictions shall render this agreement null and void, resulting in the cancellation of the agreement and notification of default by the County to the AHC, whereupon, the AHC shall repay the NSP3 funds to the County in an amount equal to the contribution provided hereunder.

D. For purposes of this Agreement and determination of homebuyer or tenant eligibility, a "Low income" household or family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola MSA median income, adjusted for family size. Current HUD NSP3 income limits are included in **EXHIBIT III** for reference. The Contract Managers shall annually provide updated income eligibility guidelines for use by the AHC in carrying out the requirements of this Agreement. The AHC shall be responsible for fully documenting to the County the NSP3 eligibility of persons or households/families assisted through this NSP supported redevelopment project and assuring that NSP3 Program funds provided to the AHC are expended for NSP3 eligible activities and for the ultimate benefit of NSP3 eligible persons or families.

## II. OBJECTIVES

The AHC and County shall take the actions required to redevelop property to provide three (3) one bedroom units and affiliated common and parking areas that are owned by AHC for long term use in meeting affordable housing needs. Each building shall meet or exceed applicable provisions of the Florida Building Code. The units shall be designed with capacity to provide permanent housing, at any given point in time, **for at least 3 persons or families.**

## III. COMMITMENT TO INCOME SET-ASIDES AND AFFORDABILITY

A. 100% of the NSP3 assisted permanent housing units shall be initially occupied by Low Income families, as defined herein, with adjusted incomes that do not exceed 50% of the Pensacola MSA median income adjusted for family size, subject to further restrictions denoted below. For purposes of this Agreement, the permanent housing units shall be deemed to be rental units for purposes of correlation with NSP3 occupancy requirements. All new occupants/tenants entering the property during the effective term of this Agreement must meet this income

limitation at the time of initial occupancy and income certification, with eligibility recertified at least annually, unless directed otherwise by the County or NEFI.

B. Units with Rental (Tenant) Occupancy: AHC shall at all times, beginning with initial occupancy through the full duration of this Agreement, ensure that the tenant occupancy, rental rates, and minimum housing quality standards are maintained for all of the NSP3 assisted units located on the property described in EXHIBIT II of this Agreement. Should the AHC fail, at any time during the term of this Agreement, to meet the occupancy and rent control standards delineated below, said AHC shall be deemed in violation of the tenets of this Agreement, which shall subject this Agreement to termination in accordance with provisions of Article VI. The minimum standards which must be attained at initial lease-up and sustained thereafter are:

(1) *Low Income Units*: **100% of the rental units (or 3)** shall be deemed NSP3 assisted units and shall be occupied by persons or families **with incomes below 50% of the Pensacola MSA median income** adjusted for family size. Such units shall have monthly rents which shall not exceed 30% of adjusted income for households at 50% of Pensacola Metropolitan Statistical Area (MSA) median income minus any tenant paid utilities. The initial rents for families below 50% of median and the Section 8 FMR rents shall be as provided in EXHIBIT III of this Agreement, subject to adjustment for any tenant paid utilities and revisions to said rent rates as promulgated annually by the HUD.

(2) In instances where any utilities are paid for by the tenant, the AHC shall be required to utilize an approved Housing Allowances for Tenant–Furnished Utilities and Other Services Chart in calculating the adjusted (reduced) NSP3 rent for the respective unit(s); or utility allowance letters from applicable providers.

(3) The Project shall be routinely inspected by the AHC, or qualified contract agents secured by the AHC, so as to assure continual conformity with HUD minimum housing standards and occupancy requirements. The AHC shall maintain records and evidence to document such inspections and corrective actions taken to eliminate any identified deficiencies.

C. AHC shall at all times monitor the occupancy and maintain auditable records clearly indicating that the NSP3 assisted units remain in total compliance for the full duration of this Agreement. Further, at the time of initial one hundred (100%) percent occupancy of the Project, and at least annually thereafter for the duration of this Agreement, the AHC shall provide documentation with copies to the County or its agent, NEFI, evidencing compliance with the rent and occupancy provisions with respect to this Agreement. The income of all tenants occupying the Project units shall be recertified at least annually, and copies of such recertification shall be provided to the County or its agent, NEFI.

D. AHC shall cooperate fully with the County; its agent, NEFI; the U. S. Department of HUD; or their duly authorized representatives, during the conduct of performance reviews, monitoring of the NSP3 Program or related matters. Access to all pertinent records and project information shall be afforded to such entities upon reasonable request.

#### IV. SERVICES

The AHC asserts that it has the capability to perform the services identified below and affirms its concurrence with the terms and conditions under which this assistance is provided to the AHC. The AHC shall:

A. Utilize the **Tenant Occupancy Report** (samples of each provided in **EXHIBIT IV** of this Agreement) to document NSP3 compliance for each individual tenant/resident during the lease-up/occupancy phase. These forms must be prepared, updated, and maintained by the AHC and will be a required submittal at the appropriate phase of the Project. Failure to provide the forms or reports and necessary updates will result in rejection or delay in processing NSP3 related payment requests.

B. Utilize forms, policies, evaluation checklists, client intake application and characteristics forms, income verification procedures and forms, as mutually approved by AHC and County for purposes of documenting NSP3 compliance.

C. The NSP3 investment is secured by a property recorded property use deed restriction as included in **EXHIBIT V** of this Agreement. Prior to expiration of the deed restriction upon its fifteenth anniversary, 100% of the NSP3 loan balance shall be due and payable in full upon the sale or transfer of the property, except as provided below; the default of the AHC with respect to provisions of this Agreement; or failure of AHC to comply with NSP3 occupancy restrictions and requirements after proper notice and opportunity to correct deficiencies. The sale or transfer of the property by the AHC shall be allowed only if the sale or transfer legally binds the subsequent owner of the property to compliance with all NSP3 requirements stipulated herein for the balance of the fifteen (15) year term of the AHC's original obligation. AHC shall request and obtain formal written approval of the County prior to initiating any action to transfer or sell the property under this provision, even if said sale is to a subsidiary or affiliate of AHC.

D. Substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each Tenant/Resident occupying the Project and thereby assisted under this Agreement. Documentation shall include third party verification of homebuyer's income eligibility, compliance with requirements for targeting units to Low Income persons or families as identified in Section II above, documented compliance with rent restrictions and requirements stipulated herein, and all other eligibility information required by the County, NEFI, HUD or their duly authorized representatives, monitoring agents or auditors. Complete documentation of Tenant/Resident eligibility is mandatory under this Agreement.

E. Maintain documentation of the detailed costs and invoice based support for all facets of the Project completed through this Agreement, and provide detailed cost information substantiating such costs to the County as required for Project related payments or upon request as may be necessary. Failure of the AHC to properly document such costs upon written request by the County shall result in the termination of this Agreement.

V. AHC INFORMATION

| <b>AHC:</b>  | <b>CONTACT PERSON:</b>          |
|--|---------------------------------|
| Name: Area Housing Commission.                             | Name: Abe Singh                 |
| Address: 1920 W. Garden Street<br>Pensacola, Florida 32502 | Title: Executive Director       |
|  | Phone: (850) 438-8561           |
|  | Fax: (850) 438-1743             |
|  | E-mail: Execdir@areahousing.org |

VI. AHC PERFORMANCE REVIEWS AND RELATED REPORTS

A. AHC shall cooperate fully in completion of the periodic performance reviews as stipulated in Article VI Sections 6.3, 6.4, 6.5, and 6.6 (cumulatively referred to as "Performance Reviews") of this Agreement. AHC agrees to provide written Project reports and updates as may be required in relation to the Performance Reviews or matters related thereto. The duty to participate in Performance Reviews and to provide written reports or responses regarding the results of such performance reviews shall survive termination of this Agreement until all related issues are resolved to the satisfaction of the County.

B. Failure to cooperate in the Performance Reviews and/or to submit written responses to County or NEFI requests for Project related information, documentation, implementation issues, financial issues or any related matter shall be deemed good cause for withholding further payment to the AHC, and/or termination of this Agreement in accordance with provisions of Article VI should the failure to cooperate persist.

VII. AUDIT REQUIREMENTS

AHC shall provide the County's Contract Manager and/or the Finance Division of the Clerk of the Circuit Court with an audit report showing the financial affairs of the AHC in accordance with Article XIV Section 15.4 of this Agreement. The audit period shall conform to the Corporation's designated accounting year, and shall be prepared by an independent certified public accountant. Said audit shall specifically state that the Project activities financed hereunder were encompassed by the audit and shall provide confirmation of the Program Income information required by Article X of this Agreement.

VIII. PAYMENT SCHEDULE AND PROCEDURE

A. Payments: Escambia County shall issue NSP3 and/or Fund 124 financed payments based upon clear and proper documentation of all costs to be paid or reimbursed by Escambia County in support of the Project as provided through this Agreement. Payments shall be either made directly to the vendor on behalf and upon approval of AHC; or alternatively, to AHC to reimburse eligible Project related costs advanced by AHC, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division, as generally summarized below:

(a) Direct Vendor Payments by County: Unless the vendor is contracted directly by the County through its Office of Purchasing, to secure direct payments to vendors by the County, AHC shall submit the following documentation to NEFI at least 14 days prior to the anticipated payment date: a request for direct payment to the specified Project vendor on AHC letterhead with amount, vendor and specific service(s) denoted; accurate and complete two page originally signed W-9 for payee (vendor); and an original of the vendor invoice that has been reviewed and approved for payment by AHC (the invoice must clearly substantiate that the work or services performed by the vendor were specifically provided for eligible Project design or construction related costs). The County shall make such payments to vendors no later than fifteen (15) days after the payment voucher and invoice have been approved and signed by the County's Contract Manager and received and approved for processing by the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

(b) Reimbursement of Eligible AHC Incurred Project Expenses: To secure reimbursement of eligible Project expenses as advanced by AHC, AHC shall provide the County full and complete documentation of the actual certified costs for the professional services, construction services, materials, or other eligible costs and shall afford the County reasonable access to source documents to assure that costs are proper. Project costs incurred by AHC prior to the effective date of this Agreement are NOT eligible for reimbursement with NSP3 funds. To secure reimbursement of expenses by the County, AHC shall submit the following documentation to NEFI: a request for reimbursement of Project related expenses on AHC letterhead with amount, vendor and specific service(s) denoted including a signed statement by AHC certifying that the payment has been made; accurate and complete two page originally signed AHC W-9 (if a W-9 has not been submitted to the County within the 12 month period prior to the invoice date); a complete copy of the vendor invoice as paid by AHC and a copy of the "canceled" check, bank statement, or a paid receipt from the vendor evidencing payment of the invoice. The County shall make such reimbursements to AHC no later than fifteen (15) days after the payment voucher and invoice have been approved and signed by the County's Contract Manager and received and approved for processing by the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

Subject to the terms of this Agreement, the County shall retain final authority for the approval or denial of payments from County controlled or administered funds, including the NSP3 Grant. The County shall review and document all payments, but shall rely heavily on AHC for submission of well organized and detailed expenditure documentation.

B. Any construction work shall require that, by written contract, the residential, general or commercial contractor who completed the construction work provide a minimum twelve (12) month warranty on all materials and workmanship.

C. AHC agrees unconditionally that any and all appliances and/or heating and air conditioning systems, purchased with NSP3 funds for the Project shall meet *Energy Star* standards (where applicable) or shall minimally comply with the instruction provided in the "HUD Guidance on NSP3 Eligible Appliance Purchases" (copy included in EXHIBIT VIII for reference), which stipulates the minimum energy efficiency standards that must be met.

D. NSP3 documents, including all NSP3 related verifications, forms and/or agreements, shall be executed by a legally authorized representative of the AHC. AHC shall cooperate with County and NEFI in making revisions as may be required by the U. S. Department of HUD with reference to the NSP3 Program and regulations related thereto.

#### IX. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored routinely based upon the documentation submitted by AHC and routine interaction between the AHC, County and NEFI. Reviews shall minimally conform to that provided in Article VI of this Agreement.

B. The County and/or NEFI shall review and evaluate AHC's performance under this Agreement and the effectiveness of the Project in producing or preserving affordable housing units in keeping with the purpose and intent of the NSP3. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.



## AHC PERMANENT HOUSING UNITS

### Financing Sources and Total Renovation/development Cost (Budget entries are estimates, subject to adjustment based on actual costs)

| Financing Sources:  | Proposed Funding | Committed/Conditional Funding | Total Funding |
|---|------------------|-------------------------------|---------------|
| Private Lender:   |                  | 0.00                          | 0.00          |
| Private Equity (AHC) – Architectural Services (estimated) |                  | 15,000                        | 15,000        |
| Escambia NSP or Fund 124 Funds                            |                  | 170,000                       | 170,000       |
| Other:  |                  |                               |               |
|   |                  |                               |               |
|   |                  |                               |               |
| <b>Total Sources of Funds</b>                             | N/A              | \$ 185,000                    | \$ 185,000    |

| Use of Funds:  | Cost Allocation   | Funding Source (from above) | Total Funding    |
|--|-------------------|-----------------------------|------------------|
| Design & Technical Specifications (Architectural Services)                                     | 15,000            | Area Housing Commission     | 15,000           |
| Site Improvements (including site grading, parking/paving, accessible route(s), signage, etc.) | 7,500             | Escambia NSP                | 7,500            |
| Permitting & Construction  | 155,000           | Escambia NSP                | 155,000          |
|  |                   |                             |                  |
| Other: Contingency   | 7,500             | Escambia NSP                | 7,500            |
| <b>Total Uses of Funds</b>   | <b>\$ 185,000</b> | <b>All above sources</b>    | <b>\$185,000</b> |

# **EXHIBIT II**

**NSP3 Project Location  
(Property Owned by AHC)**

**NOTE REGARDING PROPERTY LEGAL DESCRIPTION:**

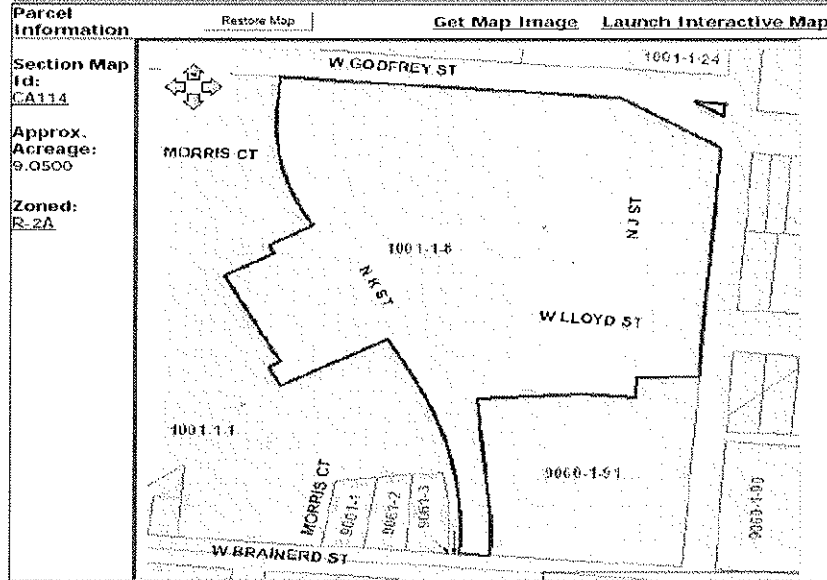
**The Deed Restriction has been filed by the County on the properties improved through this project.**

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

|   |   |   |             |
|---|---|---|-------------|
| <b>General Information</b>  |   | <b>2010 Certified Roll Assessment</b>   |             |
| <b>Reference:</b>   | 3025301001001008                        | <b>Improvements:</b>  | \$1,335,375 |
| <b>Account:</b>   | 063049000                               | <b>Land:</b>  | \$257,925   |
| <b>Owners:</b>  | AREA HOUSING COMMISSION                 | <b>Total:</b>   | \$1,593,300 |
| <b>Mail:</b>  | PO BOX 18370<br>PENSACOLA, FL 32523     | <b>Save Our Homes:</b>  | \$0         |
| <b>Situs:</b>   | 1401 W LLOYD ST 32501                   | <a href="#">Disclaimer</a>  |             |
| <b>Use Code:</b>  | MUNICIPAL OWNED                         | <a href="#">Amendment 1 Calculations</a>  |             |
| <b>Taxing Authority:</b>  | PENSACOLA CITY LIMITS                   |   |             |
| <b>Tax Inquiry:</b>   | <a href="#">Open Tax Inquiry Window</a> |   |             |
| Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector                  |   |   |             |
| <b>Sales Data</b>   |   | <b>2010 Certified Roll Exemptions</b>   |             |
| <b>Sale Date Book Page Value Type</b>   | <b>Official Records (New Window)</b>    | MUNICIPAL OWNED   |             |
| None  |   | <b>Legal Description</b>  |             |
| Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court |   | ALL BLK B ALSO N1/2 OF VACATED BRAINERD ST MB 16 P 217 ALL BLK C PB 1 P 87 OR ALL BLK 9 & ALL BLK 10... |             |
|   |   | <b>Extra Features</b>   |             |
|   |   | None  |             |



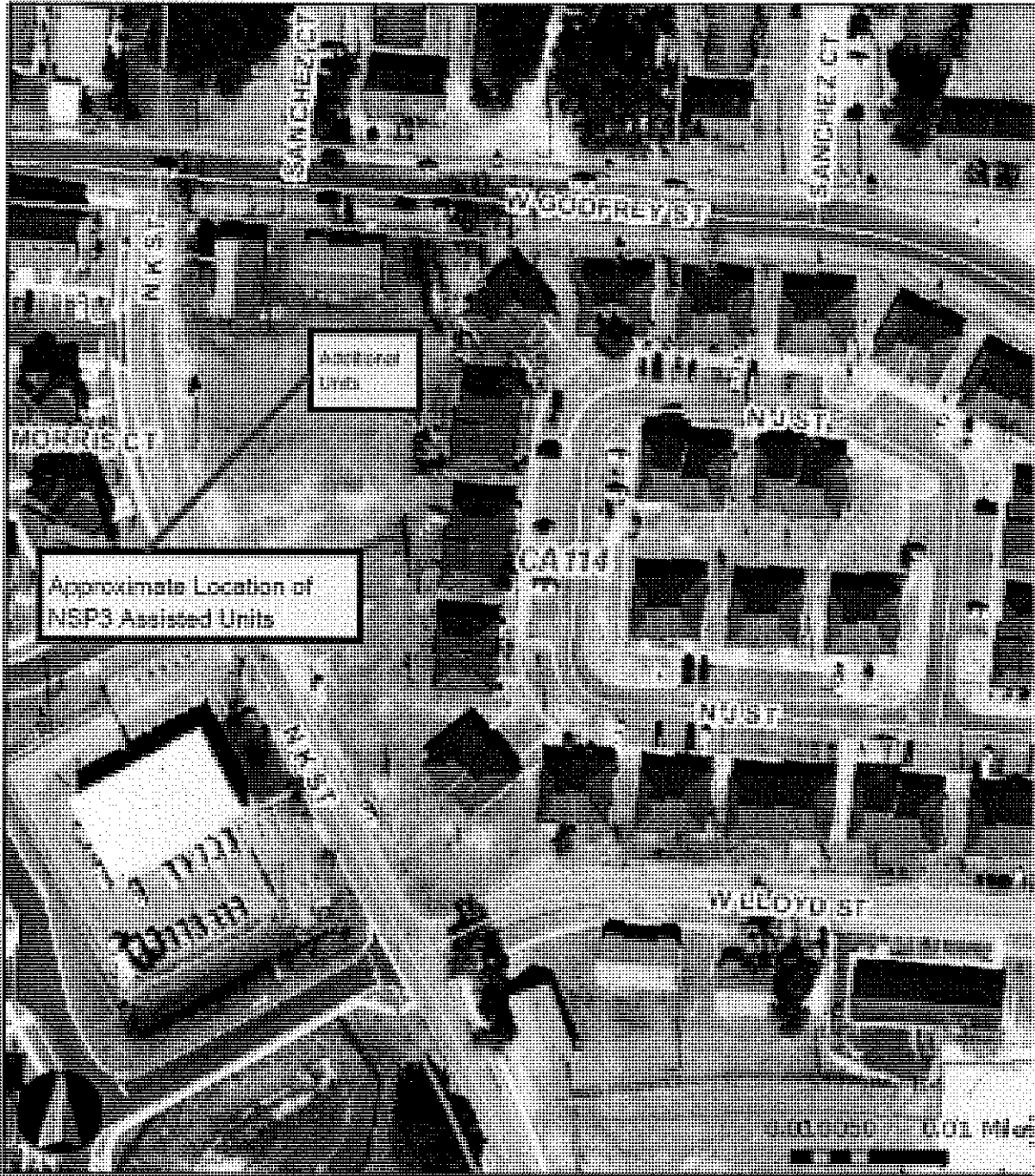
[http://www.escpa.org/cama/Detail\\_a.aspx?s=30-2S-30-1001-001-008](http://www.escpa.org/cama/Detail_a.aspx?s=30-2S-30-1001-001-008)

5/25/2011

**NOTE REGARDING PROPERTY DEED RESTRICTION:**

The recorded NSP Deed Restriction will be amended to incorporate additional units assisted provided through this Agreement.

# General Project Location Map



# EXHIBIT III

## NSP MAXIMUM INCOME LIMITS

### ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 11, 2012)

|          |          |          |          |          |          |
|----------|----------|----------|----------|----------|----------|
| \$20,200 | \$23,100 | \$25,000 | \$28,550 | \$31,200 | \$33,500 |
|----------|----------|----------|----------|----------|----------|

**THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS INDIVIDUAL OR FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.**



## MAXIMUM RENT LIMITS

The Maximum Affordable Rental shall conform to the Fair Market Rent (FMR) published annually by the U. S. Department of Housing and Urban Development for tenants at or below 80% of median income and shall conform to the 50% Rent Limit for tenants at or below 50% of median income (adjusted for tenant paid utilities). Maximum rents are stipulated in the table provided below. The current (FY 2013) rents for the **Pensacola MSA** are:

U.S. DEPARTMENT OF HUD 04/2013  
STATE: FLORIDA

| PROGRAM                            | EFFICIENCY | 2013 HOME PROGRAM RENTS |      |      |      |      |      |
|------------------------------------|------------|-------------------------|------|------|------|------|------|
|                                    |            | 1 BR                    | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
| Pensacola-Ferry Pass-Event, FL MSA |            |                         |      |      |      |      |      |
| LOW HOME RENT LIMIT                | 518        | 555                     | 666  | 770  | 858  | 948  | 1036 |
| HIGH HOME RENT LIMIT               | 621*       | 680*                    | 789* | 967  | 1060 | 1151 | 1242 |
| For Information Only:              |            |                         |      |      |      |      |      |
| FAIR MARKET RENT                   | 574        | 655                     | 776  | 1046 | 1357 | 1661 | 1764 |
| 50% RENT LIMIT                     | 518        | 555                     | 666  | 770  | 858  | 948  | 1036 |
| 65% RENT LIMIT                     | 654        | 702                     | 844  | 967  | 1060 | 1151 | 1242 |

\* Adjusted Low HOME Rent or High HOME Rent corrects for last year's incorrect hold harmless rent.  
For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

# **EXHIBIT IV**

## **Project Specific Reporting Requirements and Forms**

### **TENANT/RESIDENT DETAILED OCCUPANCY REPORT (Mandatory)**

AHC agrees to provide a uniform, excel or similarly based Client Characteristics report that continually updates occupancy (including tenant/resident occupancy data) on at least a monthly basis until initial 100% occupancy is attained. Thereafter, such reports shall be filed with the County/NEFI at least annually, with the date to be mutually determined by the County/NEFI and AHC and confirmed in writing. Said reports shall be provided to the County/NEFI in accordance with provisions of this Agreement beginning within thirty days of the date the redevelopment of the property is completed as mutually agreed upon in writing.

The spreadsheet based reporting format shall be at least equal to that utilized by Florida Housing Finance Corporation for the Housing Tax Credit Program, but shall be subject to modification by mutual agreement of the parties to this Agreement as necessary to adapt to unique requirements of this Project. All data elements necessary for meeting HUD, FHFC or other reporting requirements shall be included within this single report.

**The required form shall be provided to the AHC by the County/NEFI for its use *within 15 days* of the effective date of this Agreement.**

# Documentation Required to Verify Tenant Income and Rents

## ACKNOWLEDGEMENT BY AHC

AHC ACKNOWLEDGES AND AGREES THAT TENANT INCOME ELIGIBILITY AND UNIT RENTS MUST BE DOCUMENTED AT PROJECT COMPLETION AND THEN ANNUALLY THEREAFTER FOR THE FIFTEEN YEAR AFFORDABILITY PERIOD.

TENANT INCOME AND RENT VERIFICATION SHALL MINIMALLY REQUIRE THE SUBMISSION OF COPIES OF THE FOLLOWING AHC FILE DOCUMENTS (HARD COPY OR ELECTRONIC) FOR EACH OF THE THREE (3) NSP3 PROJECT UNITS TO ESCAMBIA COUNTY/NEFI OR OTHER PARTIES AS MAY BE DESIGNATED BY THE COUNTY:

1. TENANT INTAKE AND LEASE APPROVAL FORM (EXECUTED)
2. COMPLETE DOCUMENTATION OF TENANT INCOME FROM ALL SOURCES
3. TENANT LEASE CLEARLY DENOTING MONTHLY RENT PAID BY TENANT; RENT SUBSIDY, if any; AND ADJUSTMENTS FOR TENANT PAID UTILITIES; if any (PROVIDE HAP CONTRACT OR EQUIVALENT)
4. CLIENT CHARACTERISTICS SUMMARY (IF NOT PROVIDED ON INTAKE FORM)  
  
TO MINIMALLY INCLUDE: Race, Household (HH) Size, Age & Sex of all HH members, Relationship of HH members to Head of Household
5. HOUSING QUALITY STANDARDS INSPECTION REPORT
6. CERTIFICATION OF COMPLIANCE WITH RENTAL UNIT SET-ASIDES BY INCOME RANGE PER REQUIREMENTS OF THIS AGREEMENT (TENANTS OF THE **THREE (3) UNITS MUST BE BELOW 50% OF AREA MEDIAN**)

Signature: \_\_\_\_\_

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

Print Name: Delores Curry  
Chair, Area Housing Commission

MORRIS RENTAL/TENANT  
DOCUMENTATION  
LEASE UP

TENANT OCCUPANCY VERIFICATION

| Month<br>Quota<br>(Unit #) | Tenant Name | Tenant HH<br>Income | Tenant<br>Income<br>Category | Tenant<br>Income<br>% | HH Size | Age of HH | Empty | Sex of HH | Special<br>Needs<br>Description | Race of<br>HH | Tenant<br>Monthly<br>Rent | Rent<br>Subsidy<br>(Yes/No) | Rent<br>Subsidy<br>(Amount) | Bedroom<br>Size | Program<br>Enrollment<br>Date | Effective<br>Date of<br>Lease |
|----------------------------|-------------|---------------------|------------------------------|-----------------------|---------|-----------|-------|-----------|---------------------------------|---------------|---------------------------|-----------------------------|-----------------------------|-----------------|-------------------------------|-------------------------------|
|                            |             |                     |                              |                       |         |           |       |           |                                 |               |                           |                             |                             |                 |                               |                               |
|                            |             |                     |                              |                       |         |           |       |           |                                 |               |                           |                             |                             |                 |                               |                               |
|                            |             |                     |                              |                       |         |           |       |           |                                 |               |                           |                             |                             |                 |                               |                               |
|                            |             |                     |                              |                       |         |           |       |           |                                 |               |                           |                             |                             |                 |                               |                               |
|                            |             |                     |                              |                       |         |           |       |           |                                 |               |                           |                             |                             |                 |                               |                               |
|                            |             |                     |                              |                       |         |           |       |           |                                 |               |                           |                             |                             |                 |                               |                               |
|                            |             |                     |                              |                       |         |           |       |           |                                 |               |                           |                             |                             |                 |                               |                               |



## **EXHIBIT V**

### **LONG TERM USE RESTRICTION**

**The NSP3 Deed Restriction regarding eligible uses for the improved property will be amended to increase the total number of units from five duplexes (or 10 units) to a total of thirteen (13) units. This action will incorporate the additional three (3) NSP3 assisted units provided through this Agreement.**

# **EXHIBIT VI**

## **Area Housing Commission**

**Documentation of current:  
Designation as a Public Housing Agency  
by the U. S. Department of Housing and Urban Development**

Public and Indian  
Housing

About PIH

Public housing

Fact sheet

Public Housing Agency  
contacts

## PHA Contact Information


### Florida

This listing is ordered by city. View it [ordered by zip](#).

|       | HA Code | PHA Name, Phone & Fax Number  | Address                                       | Type <a href="#">[?]</a> |
|-------|---------|---|---|--------------------------|
| FL006 |         | <a href="#">Pensacola (AHC)</a><br>Phone: (850)438-8561<br>Fax: (850)438-1743 | 1920 W Garden Street<br>Pensacola<br>FL 32501 | Low-Rent                 |

**Type:** This indicates the type of program administered by a PHA. "Both" represents administration of both Section-8 and Low-rent programs.

Content current as of 2 August 2010

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[FOIA](#)   [Privacy](#)   [Web Policies and Important Links](#)

[Home](#)



U.S. Department of Housing and Urban Development  
451 7th Street S.W., Washington, DC 20410  
Telephone: (202) 708-1112 TTY: (202) 708-1455  
[Find the address of a HUD office near you](#)

# **EXHIBIT VII**

## **ESTIMATED PROJECT SCHEDULE**

**For AHC NSP3 Project**

**Project: Redevelopment to Provide Additional Units (Morris Court Complex)**  
**PROJECT IMPLEMENTATION SCHEDULE**  
**(ESTIMATED)**

| <b>DATE</b>   | <b>MILESTONE</b>   |
|---|--|
| July 2013   | Formalize (Draft) County/AHC NSP Project Agreement   |
| July 12, 2013 – July 24, 2013                                 | AHC & County Review/Approve Draft Agreement  |
| July 23, 2013   | Target date for submitting Construction Plans/Specifications to AHC and County/NEFI for review and approval  |
| Between July 23 – August 8, 2013                              | Meet with County Purchasing to set Project Bid Schedule  |
| July 24 – August 8, 2013                                      | AHC & County Boards Approve NSP3 Agreement   |
| August 8, 2013  | Target Date for Final Approval of County/AHC Agreement (Agreement Becomes Effective)   |
| August 10, 2013   | Plans/Specifications/Bid Documents due to Purchasing   |
| August 12, 2013   | Advertise for Construction Bids (minimum 30 bid cycle)   |
| September 12, 2013  | Receive/Open Construction Bids   |
| September 12 – September 21, 2013                             | Review Bids, Confirm Tabulations, Complete any applicable Contractor Due Diligence and Confirm Apparent Low Bidder   |
| September 23, 2013  | Prepare/Submit Recommendation for 10/8/13 BCC approval   |
| October 8, 2013   | Award of Bid & Contract by BCC (Construction)  |
| October 8 – October 24, 2013                                  | Complete Contractor Due Diligence (performance/payment bonds, insurance certificates, forms, etc.)   |
| October 24 – October 31, 2013                                 | Finalize and mutually execute Construction Contract  |
| November 1, 2013  | Issue Notice to Proceed on Construction (targeted)   |
| November 1 – February 28, 2014<br>(120 Day Completion Period) | Construction Phase (includes construction work, construction inspections, expenditure of NSP and any non-NSP construction funds and Certificate of Completion)                         |
| February 24, 2014 – March 24, 2014                            | Document tenant resident income and rent information (low income occupancy, eligibility & rent certification)  |
| March 25, 2014  | All Units occupied by income eligible families, including any set-aside units. This includes documentation of tenant income, occupancy and monthly rent compliance per this Agreement) |
| March 25 - March 31, 2014                                     | Finalize NSP Grant related Project and Financial Reporting as required for Project & NSP Project Closeout  |

Following initial 100% documentation of tenant eligibility and unit rents, occupancy standards and unit rents shall be reviewed at least annually for the duration of the affordability period as required by this Agreement. Said review shall be as directed by Escambia County/NEFI and/or City of Pensacola Housing Department.

# **EXHIBIT VIII**

## **NSP PROGRAM RULES AND REGULATIONS**

**Title III of the National Housing Recovery Act of 2008  
and related Laws and Regulations, as amended**

**CERTIFICATION OF RECEIPT  
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)  
and  
NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3 )**

**IMPLEMENTING REGULATIONS**

I/We hereby certify and affirm that Escambia County, via NEFI, has provided this AHC with a complete electronic copy of the current **NSP Regulations governing Title III of the National Housing Recovery Act of 2008** as published in the October 6, 2008 Federal Register. AHC agrees that additional amendments to said Regulations or policy directives relating to said Regulations may be disseminated by HUD during the term of this Agreement, and upon receipt and acknowledgement of said amendments or policy directives from the County/NEFI, the AHC shall abide with such changes in the NSP Program as of the date the information is officially acknowledged by the AHC. Further, the AHC has been directed by the County/NEFI to review NSP specific training materials and Program specific questions/answers relating to the activities to be implemented through this Agreement as provided through the following HUD NSP Website on a regular (at least bi-weekly) basis:

*<http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/>*

AHC stipulates herein that, I/We have reviewed the NSP information identified and the websites referenced above, and the I/We clearly understand the requirements which govern the NSP financed activities agreed to under the terms and conditions of this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations, policy directives, questions/answers, or requirements related thereto should be resolved by contacting the NSP Contract Manager denoted in this Agreement. If the NSP Contract Manager cannot resolve the question, the issue will be submitted to the HUD for review and resolution.

Further, I/We certify and acknowledge that NSP services are targeted to specific income groups and that such targeting is a mandatory requirement in carrying out this Agreement. I/We are familiar with the: income eligibility guidelines (income chart), income determination procedures, income verification/documentation procedures, and income compliance requirements hereunder and the penalties to be suffered by the AHC for failing to assure such compliance.

This certification is provided in lieu of including the entire text of the Regulations and related materials in this Exhibit. I/We understand that additional copies of any of the referenced materials or training related to such materials will be provided upon written request directed to the NSP Contract Manager by this AHC.

NSP Participating Agency:

**Area Housing Commission**

By: \_\_\_\_\_  
Delores Curry, Chair

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

## CERTIFICATIONS

- (1) **Affirmatively furthering fair housing.** The AHC will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.
- (2) **Anti-lobbying.** The AHC will comply with restrictions on lobbying required by 24 CFR Part 87, together with filing any disclosure forms as may be required.
- (3) **Authority of Jurisdiction.** The AHC possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations, NSP requirements, and other federally related program requirements.
- (4) **Consistency with Plan.** The housing activities to be undertaken with NSP funds are consistent with the *Escambia Consortium Consolidated Plan*, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the Escambia County NSP Substantial Amendment to its 2008 Annual Plan. The activities implemented under this Agreement are in accord with the subject Plans.
- (5) **Acquisition and Relocation.** In cooperation with Escambia County ("County") and its agent, Neighborhood Enterprise Foundation, Inc. ("NEFI"), the AHC will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD. AHC hereby acknowledges that a copy of the Notice has been provided to the AHC by the County and that AHC shall conform to the notice provisions related to *voluntary acquisition without authority to use eminent domain powers*.
- (6) **Section 3.** The AHC will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- (7) **Citizen Participation.** Upon request by the County or NEFI, the AHC shall participate in activities designed to inform citizens about the NSP project and services provided by the AHC in support of the local NSP initiative.
- (8) **Use of funds in 18 months.** The AHC shall support the County in assuring its compliance with Title III of Division B of the Housing and Economic Recovery Act of 2008 by using, as defined in the NSP Notice, all of its grant funds within 18 months of receipt of the grant. AHC hereby acknowledges that a copy of the Notice regarding use (obligation) of NSP funds has been provided to the AHC by the County.



(9) **Use of NSP funds ≤ 120% of AMI.** The AHC will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income, unless more restricted targeting to income ranges below 120% of AMI is specifically required by **EXHIBIT I** of this Agreement.

(10) **Compliance with anti-discrimination laws.** NSP grant activities implemented by the AHC will be conducted and administered in a non-discriminatory manner in full conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(11) **Compliance with lead-based paint procedures.** The AHC, in cooperation with the County and NEFI, shall assure that the NSP housing activities potentially involving lead-based paint will comply with the requirements of the Lead Disclosure Rule (24 CFR part 35, subpart A), and the Lead Safe Housing Rule's provisions for rehabilitation (subpart J), and for acquisition, leasing, support services, or operation (subpart K), and the accompanying procedural requirements in subparts B and R. For more information regarding compliance with the Lead rules, visit the following website:  
[www.hud.gov/offices/lead/enforcement/regulations.cfm](http://www.hud.gov/offices/lead/enforcement/regulations.cfm)

(12) **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors/Sub-contractors.** AHC and/or contracting entity certifies and asserts that his/her AHC, business and/or affiliated businesses, and further, that the subcontractors selected by the AHC and/or contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

(13) **Compliance with laws.** The AHC agrees to comply with all applicable laws.

(14) **HUD Guidance Document:** "Guidance on NSP Eligible Appliance Purchases" attached on the following pages.

## **Guidance on NSP Eligible Appliance Purchases**

---

Some Neighborhood Stabilization Program (NSP) grantees have requested approval to use NSP funds to purchase high-efficiency clothes washers and dryers, and dishwashers, in NSP-assisted housing units that are being acquired, rehabilitated, and resold to income eligible beneficiaries. While the NSP October 6, 2008 Federal Register Notice encourages energy efficiency and notes the water savings and cost savings to low-, moderate-, or middle-income (LMMI) households participating in the program, it does not specify whether or not NSP funds can be used for this purpose.

### **PREVIOUS POLICY**

CDBG policy has heretofore guided NSP's treatment of appliances. This has limited use to stoves, refrigerators, and central air conditioning, where appropriate. CDBG has not allowed dishwashers, nor clothes washers and dryers. This policy was based on the concept that only appliances necessary to make the house functional should be allowed. The CDBG regulations at 24 CFR 570.207 (b)(1)(iii) generally prohibit the purchase of equipment that is not an "integral structural fixture". Prior programs also tended to support improvements that are part of the real property, but not personal property.

However, the language in the CDBG regulations on Rehabilitation, at 24 CFR 570.202(b)(4) and (5), does provide for "improvements to increase the efficient use of energy...and water". The examples cited include equipment, some of which is not a permanent part of the real estate. In addition, the NSP Notice reinforces the Department's interest in promoting energy conservation. The NSP Rehabilitation Standards, in Section (I), state that "Any rehabilitation of a foreclosed home under this section...may include improvements to increase the energy efficiency of such homes or properties."

The Office of Block Grant Assistance has also conferred with the Office of Affordable Housing. That office permits installation of washers and dryers through the HOME Program, in both ownership and rental programs. HOME Program guidance says: "Suitable amenities may differ somewhat by locality. However, amenities in HOME-assisted housing should be comparable to amenities in the area's unassisted housing as long as they do not constitute luxury items. HOME-assisted housing may include non-luxury amenities such as washer/dryer, dishwasher, and air conditioner."

Washers and dryers are commonly installed in affordable and starter homes that are not subsidized, as well. If it conforms with the local housing market demands, then it is logical to install clothes washers and dryers to improve the quality, habitability and marketability of NSP-rehabilitated or constructed homes for sale.

## **NEW POLICY**

Therefore, in consideration of the changes in the marketplace and in applicable regulations, the Department is allowing the use of certain appliances in the NSP Program. This policy permits grantees to install energy efficient (compliant with Energy Star standards) clothes washers, dryers, and dishwashers when done in conjunction with housing rehabilitation and/or sale projects in the NSP program.

Clothes washers, dryers and dishwashers are permitted in the NSP1 and NSP2 when all of the following conditions are met:

1. NSP funds have rehabilitated or constructed the homes;
2. Installation of such appliances is comparable to unassisted homes in the local housing market (see HOME Program standards);
3. Deed restrictions or covenants ensure that the appliances remain in the home, if appropriate;
4. Qualifying appliances meet or exceed Energy Star standards.

## **ADDITIONAL GUIDANCE**

The Department strongly recommends the use of high-efficiency appliances. High-efficiency models (above Energy Star) provide the following benefits:

Washers save 7,000 gallons of Water per year and use 50% less energy and detergent;

Dryers use 58 percent less energy; both produce longer clothes life;

Home installation reduces the costs of Laundromats on LMMI occupants.

High-efficiency appliances meet the following standards:

### Clothes Washers

- CEE Tier 2 or higher
- Minimum Energy Factor of 2.0 or greater
- Water Factor 6.0 or less

### Clothes Dryers

- Minimum 7.0 cubic feet capacity - Shortens drying time due to maximizing air flow
- Sensor Dry System—Measures moisture in drum, then automatically adjusts drying time and temperature.
- 5 Temperature Levels - High, Medium High, Medium, Low & Ultra Low

### Dishwashers

*Posted 03-08-2010*

- CEE Tier 2
- Minimum Energy Factor of 0.68 or greater
- Maximum annual energy use of 325 kilowatt-hours or less

**ANTI-LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any AHC, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any AHC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_  
Certifying Official: Delores Curry

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

Agency: **Area Housing Commission**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or AHC;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_  
Name: Delores Curry  
Title: Chair, Area Housing Commission

Non-Profit NSP3 Rental Project  
Project Name

Firm/Agency: **Area Housing Commission**

Street Address: 1920 W. Garden Street  
Pensacola, Florida 32502

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Area Housing Commission certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
  - (1) taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate AHC;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**PLACE OF PERFORMANCE  
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Agency/Company: Area Housing Commission

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

Grant Program Name: NSP3 Program

Grant Number: B-11-UN-12-0005

Area Housing Commission shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

**PLACE OF PERFORMANCE** (Including street address, city, county, state, and zip code for each site):

**Housing/Service Delivery Addresses:**

Morris Court Complex (location of NSP3 Project)  
Pensacola, Florida 32503

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

**Enter Number of Employees involved in NSP3 Project (projected):**   3  

SIGNED: \_\_\_\_\_  
Certifying Officer: Delores Curry

Agency: Area Housing Commission





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4736**

**County Administrator's Report 8.7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Resolution Authorizing the Lease Agreement between Escambia County and Health and Hope Clinic, Inc.

**From:** David Wheeler, Department Director

**Organization:** Facilities Management

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Lease of the County-Owned Property at 501 Church Street by Health and Hope Clinic, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board adopt and authorize the Chairman to sign a Resolution authorizing the lease of real property to Health and Hope Clinic, Inc. (HHC), for the property located at 501 Church Street, Century, Florida, for the term of three years, commencing retroactively on July 1, 2013, and providing for renewal by HHC for two additional two-year terms.

Rent is to be paid to the County in the amount of \$1.00 per year.

**BACKGROUND:**

On June 30, 2013 the Escambia County Department of Health (DOH) discontinued providing services and vacated two properties located at 501 and 511 South Church Street in Century, Florida. On July 1, 2013 the ownership of these two properties were turned over to Escambia County.

Health and Hope Clinic, Inc. (HHC) had an agreement with the DOH to operate and provide services from the building located at 501 South Church Street. HHC is a non-profit corporation that provides healthcare services to uninsured and medically underserved individuals in Escambia County. HHC has made a request to Escambia County to continue operating out of this location and would like to enter into a lease agreement.

As agreed upon in this Lease Agreement, HHC will be responsible for the routine maintenance of the building's interior, and the landscaping and grounds maintenance surrounding the exterior of this property. In addition, HHC will be responsible for all utility service charges, including electricity, water, sewer, gas, custodial services, pest control, security, telephone, internet and cable television.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Lease Agreement was prepared in conjunction with the County Attorney's Office and Facilities Management. The County Attorney's office has approved as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current Policy requires Board approval for lease agreements involving County-owned property.

**IMPLEMENTATION/COORDINATION:**

Signatures are required by both parties.

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**Attachments**

HHC Lease and Resolution

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RESOLUTION R2013-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO HEALTH AND HOPE CLINIC, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Escambia County (County) is the owner of real property (Property) located at 501 Church Street, Century, Florida 32535; and

**WHEREAS**, Health and Hope Clinic, Inc. (HHC) is a non-profit corporation that provides healthcare services to the uninsured and medically underserved individuals in Escambia County; and

**WHEREAS**, HHC has requested that the County lease the Property to HHC for use as a healthcare clinic; and

**WHEREAS**, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to HHC under the terms and conditions stated herein; and

**WHEREAS**, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

**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 Property shall be leased to HHC for the annual rent of \$1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and Health and Hope Clinic, Inc. attached to this resolution.

**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

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

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Asst. County Attorney  
Date: July 19, 2013

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND  
HEALTH AND HOPE CLINIC, INC.

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between Health and Hope Clinic, Inc., a Florida non-profit corporation (HHC) and Escambia County, a political subdivision of the State of Florida (County).

**WITNESSETH:**

WHEREAS, Escambia County is the owner of real property (Property) located at 501 Church Street, Century, Florida 32535; and

WHEREAS, HHC is a non-profit corporation that provides healthcare services to the uninsured and medically underserved individuals in Escambia County; and

WHEREAS, HHC has requested that the County lease the Property to HHC for use as a healthcare clinic; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to HHC under the terms and conditions stated herein; and

**NOW, THEREFORE,** the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to HHC property located at 501 Church Street, Century, Florida 32535, more particularly described in the attached Exhibit A (Property).
3. Term. The initial term of the Lease shall be for three (3) years, commencing on July 1, 2013 (Effective Date). This Lease may be renewed by HHC for two additional two (2) year terms, provided that HHC shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. Rent. HHC shall pay to the County as rent the sum of One Dollar (\$1.00) per year.
5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless HHC first obtains written authorization from the County. HHC shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by HHC may be disposed of by the County in any manner the County deems appropriate.
6. Maintenance and Utilities. HHC shall be responsible for routine maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. HHC

will provide replacement air filters and light bulbs, exterior landscaping and grounds keeping, and shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, pest control, security, telephone, internet, and cable television.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of HHC, its officers, employees, agents, and invitees.

8. Inspection. HHC shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. HHC accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. HHC agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by HHC.

10. Insurance. HHC shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

During the term of the Lease, HHC shall procure and maintain general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. HHC shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

HHC agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of HHC must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

11. Use of Premises. HHC shall use the Property solely as a healthcare clinic and for no other purpose.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, HHC shall return the Property to the condition that existed on the Effective Date of the Lease.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and HHC under this Lease will be addressed to, mailed, or delivered to the following:

**COUNTY:**

County Administrator or designee  
Escambia County, Florida  
221 Palafox Place  
Pensacola, Florida 32502

**HHC:**

Health and Hope Clinic, Inc.  
Attn: Jessica Simpson, Executive Director  
501 Church Street  
Century, Florida 32535

With a copy of notices and  
correspondence to:

County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with HHC's use of the Property.

15. Compliance with Laws. HHC agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and HHC after the date of this Lease. HHC 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 this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or HHC's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. HHC shall be responsible for all taxes and assessments against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and HHC have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

\_\_\_\_\_  
Deputy Clerk

HEALTH AND HOPE CLINIC, INC.

Witness \_\_\_\_\_  
Print Name George C Bush

Witness \_\_\_\_\_  
Print Name Burke Page

Jessica Simpson  
By: Jessica Simpson, Executive Director

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31 day of July, 2013, by Jessica Simpson, Executive Director of Health and Hope Clinic, Inc., a Florida non-profit corporation, on behalf of the corporation. She ( ) is personally known to me, or (  ) has produced current FL DL 5512-430-81-5636 as identification.



Karen E Myers  
Signature of Notary Public  
KAREN E MYERS  
Printed Name of Notary Public

This document approved as to form and legal sufficiency.  
By [Signature]  
Title Asst. County Attorney  
Date July 19, 2013



EXHIBIT A

Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 5, Township 5 North, Range 30 West of Escambia County, Florida; thence run Easterly along the Southerly line of said Southeast Quarter for 78.8 feet; thence deflect  $43^{\circ}02'$  right for 15.99 feet to the center of Jefferson Road; thence deflect  $91^{\circ}39'30''$  right run Southwesterly along said road for 700.2 feet; thence deflect  $89^{\circ}36'$  right Northwesterly 958.67 feet; thence deflect  $93^{\circ}24'$  left for 20 feet to the point of beginning; thence continue along an extension of line last run for 206.13 feet; thence deflect  $90^{\circ}55'$  left for 143.28 feet; thence deflect  $86^{\circ}10'$  left for 195 feet; thence deflect  $89^{\circ}31'$  for 153.4 feet to the point of beginning.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4748**

**County Administrator's Report 8. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Change Order 1 to Purchase Order 130049 to Ward International Trucks, LLC

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Ward International Trucks, LLC, for Public Safety's Ambulance Fleet Repair and Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet through the balance of the Fiscal Year:

|   |                                |
|---|--------------------------------|
| Department:   | Public Safety                  |
| Division:   | Emergency Medical Services     |
| Type:   | Addition                       |
| Amount:   | \$45,000                       |
| Vendor:   | Ward International Trucks, LLC |
| Project Name:                                       | N/A                            |
| Contract:   | N/A                            |
| PO#:  | 130049                         |
| CO#:  | 1                              |
| Original Award Amount:                              | \$185,000                      |
| Cumulative Amount of Change Orders through this CO: | \$45,000                       |
| New PO Total:                                       | \$230,000                      |

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

**BACKGROUND:**

In its meeting held September 17, 2012, the Board authorized issuance of a blanket purchase order to Ward International, LLC, for \$190,000, for repair and maintenance of Public Safety's ambulance fleet for Fiscal Year 2012-13. The original Purchase Order to Ward, 130049, was issued for \$185,000. In addition to required routine and warranty maintenance, vehicle accidents involving ambulances, an increased number of air conditioner issues and one major engine failure has resulted in expenditures beyond what was budgeted through this purchase order. The recommended Change Order will add the funds in an amount estimated to be needed for the balance of the current fiscal year.

**BUDGETARY IMPACT:**

Funds are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4531**

**County Administrator's Report 8. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Change Order to HDR Engineering, Inc. on Contract PD 08-09.054 "Kupfrian Park Improvements"

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

**Organization:** Public Works

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to HDR Engineering, Inc., for Design Services for Kupfrian Park Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Change Order to HDR Engineering, Inc., for Design Services for the Kupfrian Park Improvements:

A. Approve and authorize the Interim County Administrator to execute the following Change Order:

|   |                                     |
|---|-------------------------------------|
| Department:   | Public Works                        |
| Division:   | Engineering/Infrastructure Division |
| Type:   | Addition                            |
| Amount:   | \$73,880.37                         |
| Vendor:   | HDR Engineering, Inc.               |
| Project Name:                                       | Kupfrian Park Improvements          |
| Contract:   | PD 08-09.054                        |
| PO#:  | 101399                              |
| CO#:  | 5                                   |
| Original Award Amount:                              | \$146,675.22                        |
| Cumulative Amount of Change Orders Through this CO: | \$123,718.73                        |
| New Contract Total:                                 | \$270,393.95                        |

B. Authorize staff to negotiate future additional professional and design services and issue Task Orders as required for completion of this Project.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #10EN0433, "Avery Street Drainage"]

**BACKGROUND:**

Meeting in regular session on March 6, 2008, the Board awarded a Task Order to HDR Engineering, Inc., on Contract PD 06-07.125 for "Avery Area Improvements (Kupfrian Area Improvements)". This task order included conceptual alternatives for roadway, drainage, and pedestrian improvements to Avery Street from Pace Boulevard to "J" Street, and conceptual drainage improvements in the area bounded by Jordan Street on the north, "E" Street on the east, Avery Street on the south, and Pace Boulevard on the west.

Meeting in regular session on November 5, 2009, the Board awarded a Task Order to HDR Engineering, Inc., on Contract PD 08-09.054 for "Design Services for Kupfrian Park Improvements", which included completing the design services for the preferred alternative to 100% as identified in the previous Task Order, specifically for the Avery Street sidewalk, roadway, and drainage improvements.

This Change Order addresses 30% design services for the remaining Kupfrian Park area, focusing on drainage improvements of the area of Lakeview Avenue from Pace Boulevard to "J" Street, Hernandez Street from Pace Boulevard to "K" Street, and the four block area of "K", "L", "M", and "N" Streets between Avery Street and Jordan Street.

These design services will include surveying, geotechnical evaluation, the evaluation of 3 pond sites and delivery of 30% plans, as necessary to determine right-of-way acquisition needs for the project. Once further funding is identified and the property acquisition is complete, supplemental design work will then need to be negotiated in order to finalize the design plans, obtain permits, prepare bid documents and conduct Construction, Engineering and Inspections (CEI) services. It is estimated that these future design services could increase this contract by approximately \$100,000.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #10EN0433 "Avery Street Drainage."

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Change Order Scope and Fee Schedule

Board Actions

## Change Orders

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ONE COMPANY | *Many Solutions*

May 30, 2013

Escambia County Board of County Commissioners  
Engineering Division of Public Works  
3363 West Park Place  
Pensacola, Florida 32505  
Attention: Chris Curb

**Re: Price Proposal – Supplemental Design and Bid/Construction Services for: Kupfrian Park Improvements Phase II – Lakeview & Hernandez**

Mr. Curb:

Please find attached the detailed scope of services and fee estimate per your request to supplement services currently being provided under Task Order PD 08-09.054 "Kupfrian Park Improvements Phase II".

We appreciate the opportunity to provide continued implementation of recommendations provided through the original 2008 scope of services for this project. If you have questions regarding the attached documentation, please feel free to contact us at your convenience.

Sincerely,

**HDR Engineering, Inc.**

John Wimberly, PE  
Vice President

Enclosures

## Scope of Work:

### Kupfrian Park Area Improvements – Lakeview Avenue & Hernandez Street Drainage Supplement to Task Order PD 08-09.054

This scope is intended to supplement services provided under Task Order PD 08-09.054 "Kupfrian Park Improvements Phase II".

Based on recommendations in the "Kupfrian Park Area (KPA) Improvements" report completed in December 2008, tasks include storm drain design on Lakeview Avenue from Pace Boulevard to J Street, Hernandez Street from Pace Boulevard to K Street, and N Street, M Street, L Street, and K Street between Avery Street and Jordan Street. Three pond sites will be evaluated and conceptually designed for stormwater management. Conceptual plans will be developed to the 30% phase in order to determine R/W needs. Right-of-way ownership will be required for NFWMD permitting and to proceed with construction plans. Upon right-of-way approval, this scope of work will be supplemented in order to produce 60%, 90%, and Final Contract Construction Plans and the project Bid Package.

This supplemental scope of work will provide additional tasks under the assumptions as follows:

1. County standard details will be utilized where applicable.
2. References to FDOT Standard Indexes will be utilized for detailed construction drawings.
3. Hydraulic analysis of the existing FDOT pond south of the project will not be required if hydraulic connection is made.
4. Escambia County tree permits will not be required for this project.
5. The primary purpose of the project is to address flooding issues within the described areas using recommendations from the 2008 KPA Improvements Report.
6. Hydrologic and hydraulic modeling will be performed using Interconnected Channel and Pond Routing (ICPR, v3.10). Existing Land Use and Soil Data will be determined from the Escambia County GIS database to create the Hydrologic Model for the areas. Storm Sewer design will utilize Automated Storm Sewer Analysis and Design (ASAD, v3.5.1).
7. Escambia County will support the project by providing any available survey data, flooding data, area design data, and previous public involvement data. HDR will communicate construction easement and/or right-of-way needs to Escambia County, provide legal descriptions, and assist Escambia County with discussing these needs with property owners. Escambia County will acquire rights necessary for construction of the project.
8. There are no known contaminated sites or wetland areas within the limits of this project.
9. Although HDR will provide utility coordination services, design of any required utility relocations is not part of this contract.
10. The design of new ECUA facilities will not be included in this project. A contract supplement or separate contract with ECUA would be required for new design of water and sanitary infrastructure. Modifications and relocations of existing facilities will be included in this project and are considered incidental.



11. ECUA survey data will be utilized for the project area if available. ECUA has an adjacent waterline upgrade project ongoing with survey data less than 1 year old.
12. The project plans will be developed in AUTO CAD format.
13. The following standards and specifications in this governing order shall be used on the project:
  - a. Escambia County General Paving and Drainage Technical Specifications, Effective 10/01/2011.
  - b. Florida Department of Transportation Design Standards, 2013
  - c. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013
14. This scope only contains pre-application meetings with NFWFMD to determine the applicable criteria for design. Preparation of permit documents will not be included in the scope of work.
15. Plans not included in this scope and fee which are to be completed in the future as a supplement to this contract may include the following: Summary of Pay Items, General Notes & Details, SWPPP, Erosion Control, MOT, Pond Details, Drainage Structures, Driveway Profiles, and Utility Adjustments.
16. Bid and Construction Assistance activities are not included in this scope and fee.
17. Construction Observation and Inspection is not included in this scope and fee.

**HDR Tasks**

**Task 910 Lakeview/Hernandez Project Coordination**

Subtask 910-1: County Staff Meetings

Subtask 910-2: Project Management

Subtask 910-3: Public Involvement

Subtask 910-4: Utility Coordination

**Task 920 Lakeview/Hernandez Drainage Analysis**

Subtask 920-1: Preliminary Drainage Analysis

Subtask 920-2: 30% Drainage Design

Subtask 920-3: 30% Pond Design

**Task 930 Lakeview/Hernandez Plans Production**

**Task 940 Lakeview/Hernandez Permitting**

**Sub-consultant Tasks**

**Topographic Survey**

**Geotechnical Investigation**

## **Task 910 Project Coordination**

### **Subtask 910-1: County Staff Meetings**

#### Objective:

Staff meetings between HDR and Escambia County personnel will establish communication protocol, strategies, and action plans.

#### HDR Activities:

- Conduct a Kickoff Meeting with Escambia County to discuss project objectives and purposes, establish communication linkages among the project team, establish the schedule for regular project status meetings, and discuss the format of deliverables.
- Conduct a meeting per major project deliverable to coordinate project design, project deliverables, and project bidding. Assume one major deliverable.

#### HDR Deliverables:

- Meeting Minutes

### **Subtask 910-2: Project Management**

#### Objective:

HDR will maintain communication, coordination, and documentation with the Escambia County Project Manager.

#### HDR Activities:

- Provide County PM with a monthly status report to accompany invoices.
- Develop and update project schedules.

#### HDR Deliverables:

- Monthly Status Reports

### **Subtask 910-3: Public Involvement Meetings and Coordination**

Objective:

HDR will provide support to Escambia County during meetings with the public affected by the project in order to collect flooding data and address area issues related to design.

HDR Activities:

- Prepare boards for 1 public meeting.

HDR Deliverables:

- Public Meeting Boards

### **Subtask 910-4: Utility Coordination**

Objective:

HDR will coordinate proposed improvements with utility owners.

HDR Activities:

- Prepare letter and plans each phase submittal for utility owners. Assumes 30% phase submittal only.
- Attend monthly County Utility Coordination Meeting to discuss the project with utility owners and to distribute phase submittals.
- Conduct one-on-one utility coordination meetings with utility owners during design.

HDR Deliverables:

- Distribute 30% phase submittal to utility owners (includes CD, electronic, or hardcopy)
- Minutes documenting conversations with utility owners.

## **Task 920 Lakeview/Hernandez Drainage Analysis**

### **Subtask 920-1: Preliminary Drainage Analysis**

#### Objective:

Use and update H&H data from previously prepared 2008 KPA Report, incorporating adjustments from survey and further exploration of 3 pond site basins. Determine if the conceptual decisions made are still valid and report results. Analyze alternatives for drainage system layout which maximize stormwater detention in the basin.

#### HDR Activities:

- Analyze improvement alternatives based on 2008 KPA Report using new data.
- Delineate sub-basin boundary for each proposed pond site develop hydrologic parameters for each proposed sub-basin, such as Tc and CN.
- Develop flow nodal diagram and ICPR model with SCS unit hydrograph for proposed condition.
- Conduct H&H analysis for alternatives, evaluate the results.
- Conduct system design iterations to maximize basin detention.

#### HDR Deliverables:

- Modeling results and reporting to be included in Drainage Design Documentation.

### **Subtask 920-2: 30% Drainage Design**

#### Objective:

Design open and closed drainage systems to collect and convey the existing stormwater runoff to the three pond sites in the project area using the results of the Preliminary Drainage Analysis.

#### HDR Activities:

- Design the layout of open channels and the layout of closed drainage systems within the project area with the goals of avoiding utilities and keeping the existing roadways intact. Assume ditch design and 32 storm drain structures.
- Prepare Drainage Design Documentation
- Prepare a Construction Cost Estimate for the 30% Conceptual Plans utilizing the latest Escambia County Price Agreement.

#### HDR Deliverables:

- Drainage Design Documentation Report to be submitted with 30% Plans

### **Subtask 920-3: 30% Pond Design**

#### Objective:

Design the three proposed pond sites and outfalls.

#### HDR Activities:

- Design three stormwater management facilities to meet treatment and attenuation requirements outlined in 62-346, F.A.C. or as discussed with NFWFMD. Due to the limitation of outfall options, showing a "net benefit" in the areas may be required.
- Design three Pond Outfall systems.

#### HDR Deliverables:

- Drainage Design Documentation Report to be submitted with 30% Plans

### **TASK 930 Lakeview/Hernandez Plans Production**

#### Objective:

HDR will prepare construction plans for Lakeview/Hernandez project area utilizing the plan view and typical sections for grading requirements. Primary plan sheets shall be 1:20 scale full size (24x36) reproducible to 1:40 scale half size (11x17).

#### HDR Activities:

Plans will be prepared to the 30% phase in order to determine R/W acquisition requirements and will consist of the following sheets:

- Prepare Key Sheet
- Prepare Drainage Map
- Prepare Typical Section Sheet
- Prepare Project Layout Sheet
- Prepare Plan Sheets (double stacked)
- Prepare Pond Detail Sheets (plan view)

#### HDR Deliverables:

- 30% Plans & Documentation, 2-11"x17" hard copies & CD

**TASK 940 Lakeview/Hernandez Permitting**

Objective:

Ensure that the stormwater management design will be permitted for construction through the NFWMD.

HDR Activities:

- Determine project permitting qualifications including applicable exemptions.
- Conduct pre-application meetings with the NFWMD and discuss the overall work effort and obtain comments on potential environmental impacts.

HDR Deliverables:

- Draft meeting minutes and distribute.



## **Subconsultant Task: Lakeview/Hernandez Topographic Survey**

### Objective:

Provide topographic survey and legal descriptions per Chapter 61G17-6 F.A.C. Task to be provided by Southeastern Surveying & Mapping Corporation

### Activities:

- Establish horizontal control in State Plane Coordinates (Florida North Zone) as utilized for previous survey work and set Four (4) primary control points.
- Establish vertical control in NAVD 88 datum as utilized for previous survey work and set four (4) additional site bench marks.
- Survey will be provided within the project limits as outlined in this scope for the project area. In addition, perform Boundary Survey of three (3) parcels in the project area totaling 1.37 acres for use as future pond sites.
- Topographic work will be location of all above ground improvements and utilities as marked in field by utility company representatives.
- Obtain spot shots on natural ground and improvements suitable for interpolating one (1) foot contours to be shown on final drawing.
- Locate right of way monumentation and other evidence to establish safe right of way construction line.
- Boundary Survey will include previous items plus property comers and find and set each corner.
- Provide Descriptions of three (3) Pond Parcels suitable for recording.
- Provide ten (10) S.U.E. Test Holes at conflict locations as determined by HDR and locate each to be included in survey database along with Test Hole Report for each.
- Totals include: 3950 LF topographic survey, 1.37 acres pond site topographic survey, 3 legal sketch and descriptions, 3 boundary surveys, and 10 SUE data test holes.

### Deliverables:

- Signed & Sealed Original Surveys (3 copies)
- Signed & Sealed Legal Descriptions (3 copies)
- SUE Data Report (1 copy)
- Electronic CADD files (AutoCAD Civil 3D format)

## **Subconsultant Task: Lakeview/Hernandez Geotechnical Investigation**

### Objective:

Provide geotechnical investigation and testing and provide a recommendations report.

### Activities:

- Locate the borings at the site.
- Mobilize a truck mounted drill rig and drill team to the site. This includes two mobilizations (one for possible future work) as requested.
- Drill two Standard Penetration Test (SPT) borings in the proposed pond area to a depth of 30 feet to determine if conditions appear to be suitable for stormwater disposal using a sand chimney.
- Take two to three undisturbed (Shelby tube) samples to evaluate the soils for laboratory vertical permeability, unit weight, moisture content, and grain size.
- Drill eight additional SPT borings to a depth of 30 feet for the three potential pond sites as requested.
- Obtain up to six undisturbed samples from up to three pond sites.
- Perform a visual classification and laboratory testing of the soil samples obtained during exploration. Perform a maximum of 3 permeability, unit weight, moisture content, and grain size tests on a maximum of 3 pond sites. This includes basic material property testing to correlate the split spoon samples with the Shelby tube samples.
- Analyze the test data to develop geotechnical engineering recommendations for the project.
- Present results in a report that will address the following: Existing site characteristics, exploration, testing, sampling methods, subsurface soils encountered and soil classifications, depth to groundwater and/or perched water at the time of drilling, a discussion of laboratory test results, stormwater pond recommendations including saturated vertical and horizontal hydraulic conductivities, estimated seasonal high water levels, and fillable porosity. If applicable, sand chimney recommendations will be provided including an outflow rate per perimeter foot of sand chimney, recommended chimney depth, and recommended chimney installation procedures.

### Deliverables:

- Geotechnical Report

**HDR ACTIVITIES/SALARIES FEE COMPUTATIONS FOR  
KUPFRIAN AREA IMPROVEMENTS, LAKEVIEW AVENUE & HERNANDEZ STREET DRAINAGE**

PD 08-09.054

| ACTIVITY                         | Project Principal |                  | Project Manager |                  | Senior Engineer |                  | Professional Engineer |                  | Engineer   |                 | Scientist |                  | CADD Technician |                 | Administrative |                 | Activity Fee        | Manhours By Activity | Average Hourly Rate |
|----------------------------------|-------------------|------------------|-----------------|------------------|-----------------|------------------|-----------------------|------------------|------------|-----------------|-----------|------------------|-----------------|-----------------|----------------|-----------------|---------------------|----------------------|---------------------|
|                                  | Man-Hours         | Hourly Rate      | Man-Hours       | Hourly Rate      | Man-Hours       | Hourly Rate      | Man-Hours             | Hourly Rate      | Man-Hours  | Hourly Rate     | Man-Hours | Hourly Rate      | Man-Hours       | Hourly Rate     | Man-Hours      | Hourly Rate     |                     |                      |                     |
| <b>HDR LIMITING AMOUNT TASKS</b> |                   |                  |                 |                  |                 |                  |                       |                  |            |                 |           |                  |                 |                 |                |                 |                     |                      |                     |
| Task 910 - PROJECT COORDINATION  | 1                 | \$ 209.98        | 2               | \$ 160.10        | 2               | \$ 185.09        | 16                    | \$ 121.55        | 11         | \$ 96.64        | 0         | \$ 102.68        | 6               | \$ 93.62        | 0              | \$ 97.85        | \$ 4,469.92         | 38                   | \$ 117.63           |
| Task 920 - DRAINAGE ANALYSIS     | 5                 | \$ 209.98        | 12              | \$ 160.10        | 12              | \$ 185.09        | 95                    | \$ 121.55        | 71         | \$ 96.64        | 5         | \$ 102.68        | 36              | \$ 93.62        | 2              | \$ 97.85        | \$ 27,680.29        | 238                  | \$ 116.30           |
| Task 930 - PLANS PRODUCTION      | 3                 | \$ 209.98        | 7               | \$ 160.10        | 7               | \$ 185.09        | 53                    | \$ 121.55        | 40         | \$ 96.64        | 2         | \$ 102.68        | 19              | \$ 93.62        | 1              | \$ 97.85        | \$ 15,436.01        | 132                  | \$ 116.94           |
| Task 940 - PERMITTING            | 0                 | \$ 209.98        | 0               | \$ 160.10        | 0               | \$ 185.09        | 5                     | \$ 121.55        | 0          | \$ 96.64        | 19        | \$ 102.68        | 0               | \$ 93.62        | 0              | \$ 97.85        | \$ 2,558.67         | 24                   | \$ 106.61           |
| <b>HDR TOTALS</b>                | <b>9</b>          | <b>\$ 209.98</b> | <b>21</b>       | <b>\$ 160.10</b> | <b>21</b>       | <b>\$ 185.09</b> | <b>169</b>            | <b>\$ 121.55</b> | <b>122</b> | <b>\$ 96.64</b> | <b>26</b> | <b>\$ 102.68</b> | <b>61</b>       | <b>\$ 93.62</b> | <b>3</b>       | <b>\$ 97.85</b> | <b>\$ 50,144.89</b> | <b>432</b>           | <b>\$ 116.08</b>    |

**CONTRACT FEE SUMMARY**

**HDR Tasks**

|                                     |                     |
|-------------------------------------|---------------------|
| HDR Task 900 - PROJECT COORDINATION | \$ 4,469.92         |
| HDR Task 910 - DRAINAGE ANALYSIS    | \$ 27,680.29        |
| HDR Task 920 - PLANS PRODUCTION     | \$ 15,436.01        |
| HDR Task 930 - PERMITTING           | \$ 2,558.67         |
| <b>HDR Total:</b>                   | <b>\$ 50,144.89</b> |

**Subconsultant Tasks**

|   |                     |
|---|---------------------|
| TOPOGRAPHIC SURVEY - Southeastern Surveying & Mapping | \$ 16,286.48        |
| GEOTECHNICAL EXPLORATION - Larry M. Jacobs and Assoc. | \$ 7,449.00         |
| <b>Subconsultant Total:</b>                           | <b>\$ 23,735.48</b> |

**PROJECT TOTAL \$ 73,880.37**

**TASK LIST**  
**LAKEVIEW / HERNANDEZ**

**ACTIVITY: TASK 910 - PROJECT COORDINATION**

| <b>Task</b>                                | <b>Basis of Estimate</b> | <b>No. of Units</b> | <b>Hours/ Unit</b> | <b>Total Hours</b> | <b>Remarks</b>                       |
|--|--------------------------|---------------------|--------------------|--------------------|--------------------------------------|
| County Staff Meetings:                     |                          |                     |                    |                    |                                      |
| Kickoff Meeting                            | EA                       | 1                   | 4                  | 4                  | 2 attendees X 2 hours including prep |
| Design Meetings                            | EA                       | 1                   | 4                  | 4                  | 2 attendees X 2 hours including prep |
| Project Management:                        |                          |                     |                    |                    |                                      |
| Monthly Status Report                      | EA                       | 1                   | 6                  | 6                  | assume 6 month design schedule       |
| Project Scheduling                         | EA                       | 1                   | 4                  | 4                  |                                      |
| Public Involvement Meeting & Coordination: |                          |                     |                    |                    |                                      |
| Prepare Public Meeting Boards              | EA                       | 1                   | 8                  | 8                  |                                      |
| Utility Coordination:                      |                          |                     |                    |                    |                                      |
| 30% Plans Coordination                     | EA                       | 1                   | 12                 | 12                 |                                      |
|  |                          |                     |                    |                    |                                      |
| <b>Subtotal</b>                            |                          |                     |                    | 38                 |                                      |
| Quality Control                            | 0%                       |                     |                    | 0                  |                                      |
| Supervision                                | 0%                       |                     |                    | 0                  |                                      |
| <b>TOTAL</b>                               |                          |                     |                    | 38                 |                                      |

**TASK LIST**  
**LAKEVIEW / HERNANDEZ**

**ACTIVITY: TASK 920 - DRAINAGE ANALYSIS**

| Task                              | Basis of Estimate | No. of Units | Hours/ Unit | Total Hours | Remarks  |
|-----------------------------------|-------------------|--------------|-------------|-------------|--|
| Preliminary Drainage Analysis:    |                   |              |             |             |  |
| Analyze existing alternatives     | LS                | 1            | 24          | 24          |  |
| Develop sub-basins & parameters   | LS                | 1            | 32          | 32          |  |
| Develop nodal diagram in ICPR     | LS                | 1            | 24          | 24          |  |
| H&H analysis & iterations         | LS                | 1            | 40          | 40          |  |
| 30% Drainage Design:              |                   |              |             |             |  |
| System design                     | LS                | 1            | 56          | 56          | Layout of ditch/swale design and 32 structures         |
| Design documentation              | LS                | 1            | 4           | 4           |  |
| Construction cost estimate        | LS                | 1            | 4           | 4           |  |
| 30% Pond Design:                  |                   |              |             |             |  |
| Design stormwater detention ponds | EA                | 3            | 4           | 12          | Layout ponds selected in preliminary drainage analysis |
| Design pond outfall systems       | EA                | 3            | 8           | 24          | Layout system  |
|                                   |                   |              |             |             |  |
| <b>Subtotal</b>                   |                   |              |             | 220         |  |
| Quality Control                   | 5%                |              |             | 11          |  |
| Supervision                       | 3%                |              |             | 7           |  |
| <b>TOTAL</b>                      |                   |              |             | 238         |  |

**TASK LIST**  
**LAKEVIEW / HERNANDEZ**

**ACTIVITY: TASK 930 - PLANS PRODUCTION**

| <b>Task</b>              | <b>Basis of Estimate</b> | <b>No. of Units</b> | <b>Hours/ Unit</b> | <b>Plan Sheets</b> | <b>Total Hours</b> | <b>Remarks</b>                 |
|--------------------------|--------------------------|---------------------|--------------------|--------------------|--------------------|--------------------------------|
| Key Sheet                | EA                       | 1                   | 2                  | 1                  | 2                  |                                |
| Drainage Map             | EA                       | 1                   | 24                 | 1                  | 24                 |                                |
| Typical Sections         | EA                       | 1                   | 8                  | 1                  | 8                  |                                |
| Project Layout           | EA                       | 1                   | 4                  | 1                  | 4                  |                                |
| Plan Sheets              | EA                       | 6                   | 10                 | 6                  | 60                 | Double Stacked                 |
| Pond Details             | EA                       | 3                   | 8                  | 3                  | 24                 | Plan view grading for 3 ponds. |
|                          |                          |                     |                    |                    |                    |                                |
|                          |                          |                     |                    |                    |                    |                                |
| <b>Total Plan Sheets</b> |                          |                     |                    | 13                 |                    |                                |
| <b>Manhour Subtotal</b>  |                          |                     |                    |                    | 122                |                                |
| Quality Control          | 5%                       |                     |                    |                    | 6                  |                                |
| Supervision              | 3%                       |                     |                    |                    | 4                  |                                |
| <b>TOTAL</b>             |                          |                     |                    |                    | 132                |                                |

**TASK LIST**  
**LAKEVIEW / HERNANDEZ**

**ACTIVITY: TASK 940 - PERMITTING**

| <b>Task</b>                   | <b>Basis of Estimate</b> | <b>No. of Units</b> | <b>Hours/ Unit</b> | <b>Total Hours</b> | <b>Remarks</b>                        |
|-------------------------------|--------------------------|---------------------|--------------------|--------------------|---------------------------------------|
| Determine qualifcatons        | LS                       | 1                   | 8                  | 8                  |                                       |
| Conduct NFWMD pre-app meeting | EA                       | 1                   | 16                 | 16                 | includes prep, minutes, & 2 attendees |
|                               |                          |                     |                    |                    |                                       |
| <b>Subtotal</b>               |                          |                     |                    | 24                 |                                       |
| Quality Control               | 0%                       |                     |                    | 0                  |                                       |
| Supervision                   | 0%                       |                     |                    | 0                  |                                       |
|                               |                          |                     |                    |                    |                                       |
| <b>Total</b>                  |                          |                     |                    | 24                 |                                       |

**Escambia County Design, Engineering and Inspection Services**

Hourly Billing Rate Calculation for HDR Engineering, Inc.

| Audited Rates       | HDR      | Contract Maximum |
|---------------------|----------|------------------|
| Overhead            | 164.57%  | 166%             |
| FCCM                | 0.29000% | 1.60%            |
| Direct Expense Rate | 10.68%   | n/a              |
| Contract Profit     | 10.00%   | 10%              |



## Escambia County Design, Engineering and Inspection Services

Hourly Billing Rate Calculation for HDR Engineering, Inc.

| Audited Rates             | HDR      | Contract Maximum |
|---------------------------|----------|------------------|
| Overhead (OH)             | 164.57%  | 166%             |
| FCCM                      | 0.29000% | 1.60%            |
| Direct Expense Rate (DER) | 10.68%   | n/a              |
| Contract Profit (CP)      | 10.00%   | 10%              |

| Category                     | Base Rate | Proposed Billing Rate |
|------------------------------|-----------|-----------------------|
| <b>Project Principal</b>     | \$ 69.53  | \$ 209.98             |
| <b>Project Manager</b>       | \$ 53.02  | \$ 160.12             |
| <b>Senior Engineer</b>       | \$ 61.29  | \$ 185.09             |
| <b>Professional Engineer</b> | \$ 40.25  | \$ 121.55             |
| <b>Engineer</b>              | \$ 32.00  | \$ 96.64              |
| <b>Scientist</b>             | \$ 34.00  | \$ 102.68             |
| <b>CADD Technician</b>       | \$ 31.00  | \$ 93.62              |
| <b>Administrative</b>        | \$ 32.40  | \$ 97.85              |

**Billing Rate = Base Rate x {(FCCM + DER) + (1 + OH) + [(1 + OH) x CP]}**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

11. Taking the following action concerning Contract PD 08-09.100, Project Development and Environmental Update and Re-evaluation for (SR 10) U.S. 90 (Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29) (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Account 56301, Project Number 08EN0165):
  - A. Approving the following Selection/Negotiation Committee Ranking:
    - (1) Dyer, Riddle, Mills & Precourt, Inc. (DRMP)
    - (2) American Consulting Engineers of Florida, LLC
    - (3) Hatch Mott McDonald, LLC
  - B. Awarding Contract PD 08-09.100, Project Development and Environmental Update and Re-evaluation for (SR 10) U.S. 90 (Nine Mile Road), from SR 297 (Pine Forest Road) to SR 95 (U.S. 29), to Dyer, Riddle, Mills and Precourt, Inc., in the amount of \$650,000.
12. Awarding a Lump Sum Contract, PD 09-10.001, Construction of Wellness Center, to Morette Company, Inc., for a total amount of \$63,135 (Funding: Fund 501, Internal Services Fund, Cost Center 140614, Object Code 56201).
13. Taking the following action concerning Task Order Contract PD 08-09.054, Kupfrian Park Improvements Phase II (100% Design) (Funding: Fund 351, Local Option Sales Tax II, Cost Center 210105, Object Code 56301, Project Number 05EN2313):
  - A. Approving the following Selection/Negotiation Committee Ranking:
    - (1) HDR Engineering, Inc.
    - (2) Rebol-Battle & Associates
    - (3) Fabre Engineering
  - B. Awarding Task Order Contract PD 08-09.054, Kupfrian Park Improvements Phase II (100% Design), to HDR Engineering, Inc., in the amount of \$146,675.22, to be governed by the terms and conditions of PD 02-03.079, Professional Services Contract.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued

12. Awarding a Contract, PD 07-08.005, Derelict Vessel Removal, to Resolve Towing & Salvage, Inc., for known derelict vessels, in the amount of \$85,400 (Fund 110, Other Grants and Projects, Florida Boating Improvement Program Grant) 1821
  
13. Taking the following action concerning Kupfrian Park Area Improvements (Funding: Fund 351, [*Local Option Sales Tax*] LOST II, Cost Center 210105, Transportation & Drainage, LOST II, Project #05EN2313): 1821
  - A. Approving the Selection/Negotiation Committee Ranking for Avery Area Improvements (Kupfrian Park Area Improvements), PD 06-07.125, as follows:
    - (1) HDR Engineering, Inc.
    - (2) Dyer, Riddle, Mills & Precourt, Inc. (DRMP)
    - (3) Hatch Mott MacDonald
  
  - B. Awarding a Task Order for Avery Area Improvements (Kupfrian Park Area Improvements), PD 06-07.125, to HDR Engineering, Inc., in the amount of \$147,663.85.

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 101399-1**

CHANGE DATE: 12/29/10

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 CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

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 HDR ENGINEERING INC  
 25 W CEDAR STREET STE 200  
 PENSACOLA FL 32502-5945

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 ENGINEERING  
 ENGINEERING DEPARTMENT  
 1190 WEST LEONARD ST., SUITE #  
 PENSACOLA FL 32501  
 ATTN: COOPER SAUNDERS

|                      |                    |                    |                     |
|----------------------|--------------------|--------------------|---------------------|
| ORDER DATE: 05/25/10 | BUYER: PAUL NOBLES | REQ. NO.: 10001428 | REQ. DATE: 05/24/10 |
|----------------------|--------------------|--------------------|---------------------|

|                    |             |                         |
|--------------------|-------------|-------------------------|
| TERMS: NET 30 DAYS | F.O.B.: N/A | DESC.: CHANGE ORDER - 1 |
|--------------------|-------------|-------------------------|

| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
|-------|----------|-----|-------------|------------|-----------|
|-------|----------|-----|-------------|------------|-----------|

This change order provides for time for READ to acquire donation of drainage easement and pond acquisition for the project, necessary title search and Board approval of acquisition (2 months). This request also allows additional time and funds for the A&E to complete the 100% design plans with supplemental design services in response to recent County direction and utility coordination efforts (not in the original scope, 2 months); time to obtain required regulatory permits, and time and funds to provide bidding (4 months); time and funds for construction assistance and post construction as built record drawings/certifications throughout the construction period (not in the original scope 9 months). The time of completion shall increase by five hundred fifteen (515) calendar days. The new completion date is April 30, 2012. CIP: Kupfrian Park

Previous PO Total Dollars: \$44,748.36  
 Net Dollars Added: \$49,838.36  
 New PO Total Dollars: \$94,586.72

Previous Contract Total Dollars: \$146,675.22  
 Net Dollars Added: \$49,838.36  
 New Contract Total Dollars: \$196,513.58

|    |     |  |  |            |           |
|----|-----|--|--|------------|-----------|
| 01 | .00 |  | LOT TO RE-OPEN TASK ORDER CLOSED IN ERROR. | 49838.3600 | 49,838.36 |
|----|-----|--|--|------------|-----------|

|       |         |                          |        |                 |              |               |
|-------|---------|--------------------------|--------|-----------------|--------------|---------------|
| ITEM# | ACCOUNT | TASK ORDER NO. 08,09,054 | AMOUNT | "KUPFRIAN PARK" | PROJECT CODE | PAGE TOTAL \$ |
|-------|---------|--------------------------|--------|-----------------|--------------|---------------|

|  |  |  |  |  |  |          |
|--|--|--|--|--|--|----------|
|  |  |  |  |  |  | TOTAL \$ |
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**APPROVED BY**



**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 101399-2**

CHANGE DATE: 10/27/11

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 CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

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 HDR ENGINEERING INC  
 25 W CEDAR STREET STE 200  
 PENSACOLA FL 32502-5945

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 ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
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 ATTN: COOPER SAUNDERS

ORDER DATE: 05/25/10 BUYER: PAUL NOBLES REQ. NO.: 10001428 REQ. DATE: 05/24/10

TERMS: NET 30 DAYS F.O.B.: N/A DESC.: CHANGE ORDER - 2

| ITEM# | QUANTITY | UOM | DESCRIPTION  | UNIT PRICE | EXTENSION |
|-------|----------|-----|--|------------|-----------|
| 01    | .00      | LOT | CHANGE ORDER #2 IS AN ADMINISTRATIVE CHANGE ORDER TO MOBE PURCHASE ORDER BALANCE OF \$21,861.84 FROM COST CENTER 210105 TO COST CENTER 210107 DUE TO BUDGETARY REASONING. CIP: KUPFRAIN PARK IMPROVEMENTS PHASE II<br>LOT TO RE-OPEN TASK ORDER CLOSED IN ERROR.<br>TASK ORDER NO. 08.09.054 "KUPFRAIN PARK IMPROVEMENTS PHASE II." CIP: KUPFRAIN PARK IMPROVEMENTS PHASE II | .0000      | .00       |

| ITEM# | ACCOUNT      | AMOUNT     | PROJECT CODE | PAGE TOTAL \$   | EXTENSION  |
|-------|--------------|------------|--------------|-----------------|------------|
| 01    | 210105 56301 | -21,861.84 | 05EN2313     |                 |            |
| 01    | 210107 56301 | 21,861.84  | 05EN2313     |                 |            |
|       |              |            |              | <b>TOTAL \$</b> | <b>.00</b> |

APPROVED BY

*Claudia Simmons*

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

I  
 N [ CLERK OF THE COURT & COMPTROLLER  
 V [ HON. ERNIE LEE MAGAHA  
 O [ 221 PALAFOX PLACE, SUITE 140  
 I [ PENSACOLA, FL 32502-5843  
 C [ (850) 595-4841  
 E [ ]

V [ 080064  
 E [ HDR ENGINEERING INC  
 N [ 25 W CEDAR STREET STE 200  
 D [ PENSACOLA FL 32502-5945  
 O [ ]  
 R [ ]

S [ ENGINEERING  
 H [ ENGINEERING DEPARTMENT  
 I [ 3363 WEST PARK PLACE  
 P [ PENSACOLA FL 32505  
 T [ ]  
 O [ ATTN: COOPER SAUNDERS ]

|                      |                    |                    |                     |
|----------------------|--------------------|--------------------|---------------------|
| ORDER DATE: 05/25/10 | BUYER: PAUL NOBLES | REQ. NO.: 10001428 | REQ. DATE: 05/24/10 |
|----------------------|--------------------|--------------------|---------------------|

|                    |             |                         |
|--------------------|-------------|-------------------------|
| TERMS: NET 30 DAYS | F.O.B.: N/A | DESC.: CHANGE ORDER - 3 |
|--------------------|-------------|-------------------------|

| ITEM#  | QUANTITY | UOM | DESCRIPTION   | UNIT PRICE | EXTENSION |
|--|----------|-----|---|------------|-----------|
| This change order provides for an Administrative Change Order to move \$197.99 from "Direct Cost" to "Technology Costs" in the scope of work. This is necessary to cover an overpayment of Technology Costs. This change order does not change the total contract amount, but only the sub-totals with the Direct Cost category. The total allowable Direct Cost will decrease to \$6,275.42 and total Technology Costs will be increased to \$5,333.15. The time needs to be extended to November 30, 2012 to cover the construction time frame and provides time for as-built.<br>CIP: Kupfrain Park |          |     |   |            |           |
| 01   | .00      | LOT | TO RE-OPEN TASK ORDER CLOSED IN ERROR. TASK ORDER NO. 08.09.054 "KUPFRAIN PARK IMPROVEMENTS PHASE II." CIP: KUPFRAIN PARK IMPROVEMENTS PHASE II | .0000      | .00       |

| ITEM# | ACCOUNT      | AMOUNT | PROJECT CODE | PAGE TOTAL \$ | TOTAL \$ |
|-------|--------------|--------|--------------|---------------|----------|
| 01    | 210107 56301 | .00    | 05EN2313     | .00           | .00      |

APPROVED BY

*Claudia Simmons*

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 101399-4**

**CHANGE DATE: 12/19/12**

I  
 N [ PLEASE EMAIL INVOICES TO: ]  
 V [ escambia.invoices@escambiaclerk.com ]  
 O [ CLERK OF THE COURT & COMPTROLLER ]  
 I [ HON. ERNIE LEE MAGAHA ]  
 C [ 221 PALAFOX PLACE, SUITE 140 ]  
 E [ PENSACOLA, FL 32502-5843 ]

V [ 080064 ]  
 E [ HDR ENGINEERING INC ]  
 N [ 25 W CEDAR STREET STE 200 ]  
 D [ PENSACOLA FL 32502-5945 ]  
 O [ ]  
 R [ ]

S [ ENGINEERING ]  
 H [ ENGINEERING DEPARTMENT ]  
 I [ 3363 WEST PARK PLACE ]  
 P [ PENSACOLA FL 32505 ]  
 T [ ]  
 O [ ATTN: CHRIS CURB ]

ORDER DATE: 05/25/10 BUYER: PAUL NOBLES REQ. NO.: 10001428 REQ. DATE: 05/24/10

TERMS: NET 30 DAYS F.O.B.: N/A DESC: CHANGE ORDER - 4

| ITEM# | QUANTITY | UOM | DESCRIPTION  | UNIT PRICE | EXTENSION |
|-------|----------|-----|--|------------|-----------|
|       |          |     | This change order provides for an Administrative Change Order to HDR Engineering for "Time Only" to allow time for construction to be completed and subsequent as built drawings and as built certification to be submitted to applicable regulatory agencies. Construction should be completed by the end of the year and 30 days will be needed for as built drawings/certification. The new time of completion shall increase by sixty (60) calendar days. The new completion date is January 20, 2013. CIP: Kupfrain Park Area Drainage Improvements |            |           |
| 01    | .00      | LOT | TASK ORDER CLOSED IN ERROR. TASK ORDER NO. 08.09.054 "KUPFRAIN PARK IMPROVEMENTS PHASE II." CIP: KUPFRAIN PARK IMPROVEMENTS PHASE II   | .0000      | .00       |

| ITEM# | ACCOUNT      | AMOUNT | PROJECT CODE | PAGE TOTAL \$ | EXTENSION |
|-------|--------------|--------|--------------|---------------|-----------|
| 01    | 210107 56301 | .00    | 05EN2313     | TOTAL \$      | .00       |

**APPROVED BY** 



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4576**

**County Administrator's Report 8. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 08/20/2013

**Issue:** Central Booking and Detention Facility Flood Repair

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Central Booking and Detention Facility Flood Repair - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 12-13.054 for the Central Booking and Detention Facility Flood Repair to A.E. New, Jr., Inc., in the base bid amount \$1,767,000, deduct \$2,600 per Bid Option 1, and add \$9,500 per Bid Option 2, for a total of \$1,773,900, and authorize the Interim County Administrator to execute all Purchase Orders for Owner Direct Purchases (ODP's), in the amount of \$50,000 or greater.

[Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56301, Project #13SH2253, \$220,000]

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project #6FL00155, \$1,553,900]

**BACKGROUND:**

The Central Booking and Detention Facility's lower level sustained significant water damage from the June 9, 2012 rain event. Emergency repairs restored the essential infrastructure systems to allow this facility to remain operational but the extent of the damage required the complete relocation of two critical functions (food and laundry services) to another correctional facility. Other functions within the lower level have been displaced and relocated to the upper floors.

In November 2012, Caldwell Associates Architects, Inc. a local architectural firm was awarded a design service contract to prepare the construction documents necessary to restore the lower level to its pre-storm condition. During the design development phase, some minor architectural reconfigurations to the kitchen, laundry, and personal property areas were made to allow for operational efficiency to these critical functions. The Sheriff's Office has committed and obligated the funds necessary to cover the costs of these changes. All other costs associated with this project will be covered and reimbursed by the County's insurance carriers.

**BUDGETARY IMPACT:**



Funding: Fund 352 LOST III Cost Center 540115, Object Code 56301, Project # 13SH2253, \$220,000

Funding: Fund 501 Internal Service Fund, Cost Center 140836, Object Code 54601, Project # 6FL00155, \$1,553,900

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Attorney's Standard Form of Contract will be used.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

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**Attachments**

Bid Tab

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PUBLIC NOTICE OF RECOMMENDED AWARD

| BID TABULATION  |   | DESCRIPTION: Central Booking & Detention Flood Repair<br>ITB# 12-13.054                   |                          |   |                      |                      |             |              |              |
|---|---|---|--------------------------|---|----------------------|----------------------|-------------|--------------|--------------|
| Bid Opening Time: 10:00 a.m., CDT<br>Bid Opening Date: 8/6/2013<br>Opening Location: Rm. 11.407 | Cover Sheet/<br>Acknowl.                          | Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes | Drug-Free Workplace Form | Information Sheet for Transactions & Conveyances Corporation ID | Bid Bond             | Acknow Addenda 1 - 3 | Base Bid    | Bid Option 1 | Bid Option 2 |
| NAME OF BIDDER  |   |   |                          |   |                      |                      |             |              |              |
| A.E. New, Jr., Inc.   | Y   | Y   | Y                        | Y   | Y                    | Y                    | \$1,767,000 | (\$2,600)    | \$9,500      |
| Birkshire- Johnstone LLC  | Y   | Y   | Y                        | Y   | Y                    | Y                    | \$1,824,000 | (\$5,000)    | \$12,000     |
| Larry Hall Construction, Inc.   | Y   | Y   | Y                        | Y   | Y                    | Y                    | \$1,960,000 | \$3,000      | \$22,000     |
| Hewes & Co. LLC   | Y   | Y   | Y                        | Y   | Y                    | Y                    | \$1,849,000 | \$5,790      | \$20,170     |
| The Green-Simmons Co.   | Y   | Y   | Y                        | Y   | Y                    | Y                    | \$1,820,000 | (\$1,000)    | \$27,500     |
| R.D. Ward Construction  | Y   | Y   | Y                        | Y   | Y                    | Y                    | \$1,790,000 | \$7,000      | \$7,000      |
| ESA South, Inc.   | No Bid  |   |                          |   |                      |                      |             |              |              |
| Lord & Sons Construction  | No Bid  |   |                          |   |                      |                      |             |              |              |
| BIDS OPENED BY:   | Joe Pillitary, CPPO, CPPB, Purchasing Coordinator |   |                          |   | DATE: August 6, 2013 |                      |             |              |              |
| BIDS WITNESSED BY:  | Lori Kistler, SOSA                                |   |                          |   | DATE: August 6, 2013 |                      |             |              |              |
| BIDS TABULATED BY:  | Lori Kistler, SOSA                                |   |                          |   | DATE: August 6, 2013 |                      |             |              |              |

CAR  
DATE 8/22/2013

BOCC  
DATE 8/22/2013

The Purchasing Manager/Designee recommends to the BCC: To award a Contract #PD 12-13.054 for the Central Booking and Detention Facility Flood Repair to A. E. New Jr., Inc., in the base bid amount \$1,767,000 and alternate #1, deduct \$2600 and alternate #2, add \$9500, for a total of \$1,773,900 and approve the County Administrator to execute all Purchase Orders for Owner Direct Purchases (ODP's) in the amount of \$50,000 or greater.

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 9:30 a.m. CDT, 8/7/2013



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-4796

County Administrator's Report 8. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2013

Issue: Approval of CTS America Contract Documents

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Acceptance of the CTS America Software License and Services Agreement and Software Maintenance and Support Agreement with Pricing Sheet - David Musselwhite, Information Technology Department Director

That the Board take the following action concerning Agreements by SmartCOP, Inc., (Consolidated Technology Solutions and CTS America) and Escambia County Board of County Commissioners for the use of the SmartJail (Jail Management System) and SmartADMIN (Administrative Modules), which are necessary for the continued operation of the Escambia County Jail:

- A. Approve the Software License and Services Agreement;
- B. Approve the Software Maintenance and Support Agreement with Pricing Sheet; and
- C. Authorize the Chairman to sign the Agreements.

[The cost of the SmartJail and SmartADMIN Software Products will be no charge. The cost of necessary services to move data, configure servers, and CTS America project management will be \$5,100. Additionally, the cost for the first annual maintenance fee will be \$56,428.20]

**BACKGROUND:**

Historically, under the Escambia County Sheriff, both the law enforcement and detention operations use software modules provided by CTS-America as a single system. The Sheriff has advised that once the BCC assumes operational control of the detention operations that these modules can no longer be operated as a single system due to his overriding security concerns. This necessitates that the BCC obtain the jail management system and required administrative modules in order to continue it's use.

**BUDGETARY IMPACT:**

This expenditure is not currently not included in the current fiscal year budget nor the future fiscal year budget but will be paid this year from the General Fund (001), Cost Center 270109 (IT Applications) Accounts 53101 (Professional Services) and 54601 (Repairs & Maintenance).

**LEGAL CONSIDERATIONS/SIGN-OFF:**

These documents have been approved as to form and legal sufficiency by the Escambia County Attorney's Office.

**PERSONNEL:**

This scope of work will be performed with existing Information Technology Department personnel.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will be responsible for coordinating this scope of work.

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**Attachments**

SmartCOP Software License and Srcs Agmt signed by KDH 08 07 13

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## Escambia County Jail / Board of County Commissioners

- Software License Agreement
- Software Maintenance and Support Agreement
- Pricing Sheet



Presented by:

Don Newsome  
CTS Project Manager

CTS America  
180 North Palafox Street  
Pensacola, FL 32502  
Voice: 850.429.0082  
Fax: 850.429.0522  
[www.cts-america.com](http://www.cts-america.com)

## SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AGREEMENT is made as of this 5<sup>th</sup> day of August, 2013, by SmartCOP, Inc. (a/k/a Consolidated Technology Solutions and CTS America) ("Licensor"), with its principal place of business at 180 North Palafox Street, Pensacola, FL 32502, and Escambia County Board of County Commissioners ("Licensee"), with its principal address at 221 Palafox Place, Pensacola, Florida 32502.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Jail Management Systems, and Administrative Programs.

WHEREAS, Licensee will take over the responsibility to run SmartJail, jail management software, installed at the Escambia County Sheriff's Office. The software and data will be moved to a new server located at Escambia County jail. **The licensee will only pay for services to move the software and data, plus the annual maintenance fees.** The first annual payment of maintenance fee is due after installation.

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Schedule I (attached as Appendix 1) (hereafter "Software Products"), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

### ARTICLE I. THE LICENSE

1.01 **License.** Licensor hereby grants to Licensee a non-exclusive and non-transferable license to use and configure the Software Products solely for Licensee's internal operations (the "License") for the term set forth in Section 1.02 and subject to the terms and conditions set forth in this Agreement. The License includes the right to use and configure only those Software Products listed in Schedule I (attached as Appendix 1) hereto. Licensee may license additional Software Products through a written amendment to this Agreement specifying an additional license fee and signed by both parties.

1.02 **Term.** The License shall commence upon the delivery date for the Software Products set forth on Schedule I (attached as Appendix 1) hereto (the "Delivery Date"); and provided that Licensee has paid all applicable fees. The License shall continue in perpetuity, unless terminated pursuant to Article VII.

1.03 **Fees and Charges.** Licensee shall pay to Licensor a license fee (the "License Fee") for the Software Products in the amount and at the time set forth on Schedule I (attached as Appendix 1).

1.04 **Taxes.** If applicable, Licensee is responsible for and shall pay all federal, state and local sales, use, value added, and ad valorem taxes due in connection with the licensing and use of the Software Products.

1.05 **Sublicensing and Assignment Prohibited.** This License does not provide Licensee the right to sublicense any of the Software Products, and Licensee is strictly prohibited from sublicensing without the explicit written permission of Licensor.

1.06 **Exclusions.** Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration

regulations.

- e. Copy for use or distribute for use any third party software products resold to Licensee by Licensor without paying the appropriate license fee.

1.07 **Assignment.** Licensee may not assign or transfer any right or obligation hereunder without the prior written consent of the Licensor.

## ARTICLE II. DELIVERY

2.01 **Acceptance.** On or before the Delivery Date, Licensor shall deliver to Licensee one (1) copy of the Software Products (in machine-readable object code). Licensee shall be conclusively deemed to have accepted the Software Products upon receipt unless Licensee notifies Licensor in writing within thirty (30) days of the Delivery Date that the Software Products have been rejected as failing to operate substantially in accordance with the written agreement between Licensor and Licensee, and describing in detail each nonconformity. Upon receipt of the nonconformity list, Licensor shall have thirty (30) days to repair any nonconformities listed on the nonconformities list by modifying the Software Products as necessary at Licensor's expense, such that the Software Products affected by the nonconformities operate substantially in accordance with the written agreement between Licensor and Licensee.

2.02. **Installation.** Licensor shall provide licensee with installation support in accordance with Licensor's standard installation procedures for one (1) copy of the server portion of each Software Product as well as the client portion of each Software Product for the fee set forth in Schedule I (attached as Appendix 1).

## ARTICLE III. MAINTENANCE AND SUPPORT SERVICES

3.01 **Maintenance and Support.** Licensee may obtain maintenance and support services for the Software Products by entering into a separate Software Maintenance and Support Agreement with Licensor, a sample copy of which is attached hereto as Appendix 2.

## ARTICLE IV. CONFIDENTIALITY AND COPIES

4.01 **Confidentiality.** To the extent allowed by law, Licensor and Licensee shall not disclose one another's Confidential Information.

4.02 **Confidential Information.** The term "**Confidential Information**" as used in this Agreement includes any information (whether or not reduced to writing and whether or not patentable or protected by copyright) that either Licensor or Licensee treats as proprietary or confidential (whether owned or developed by either party or received by either party from third parties), including without limitation either party's trade secrets, business methods, business policies, procedures, techniques, financial information, "know how", research or development projects or results, algorithms, computer software and hardware, computer programs (whether source or object code), hardware or manuals, trade secrets, or other knowledge or processes of or developed by Licensor or Licensee. Failure to mark any of the confidential information as confidential or proprietary shall not affect its status as part of Confidential Information under the terms of this Agreement.

4.03 **Obligations.** Licensor and Licensee shall protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, that each utilizes for its own Confidential Information and that it does not wish disclosed to the public.

4.04 **Exclusions.** This Agreement imposes no obligation upon either party ("Recipient") with respect to the other party's ("Discloser's") Confidential Information that Recipient can establish by legally sufficient evidence: (a) was in the possession of or was rightly known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is required to be disclosed by applicable law; provided that Recipient notifies Discloser of

such requirement prior to disclosure, and provided further that Recipient makes diligent efforts to limit disclosure. Recipient shall keep confidential any Confidential Information received for three (3) years after the termination of this Agreement.

4.05 **Copies.** Licensee may make additional copies of any printed materials provided by Licensor up to the number of simultaneous users set forth in Schedule I (attached as Appendix 1) but shall not make copies in excess of such number without the prior written consent of Licensor. Licensee may make two (2) copies of the Software Products solely for use by Licensee as back-up copies for disaster recovery. Every copy of the manual or the Software Products made by Licensee shall include the copyright notices included on the copies delivered to Licensee. Licensee shall not make or maintain any other copy of the Software Products or any portion, derivative or modification of any of them.

## ARTICLE V. OWNERSHIP AND USE

5.01 **Ownership.** Licensor is not granting Licensee, either directly or by implication, any right, title or interest in Licensor's Software Products, applications, software, code and/or systems. Licensee is acquiring the perpetual right to utilize the run-time version of Licensor's Software Products that are current as of the time of the termination of the contract between Licensor and Licensee. Licensee agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of Licensor's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall Licensee transfer, assign and/or sell the run-time version, the object code or the source code of Licensor's Software Products, applications, software, code and/or systems to any person or entity.

5.02 **Use.** Licensee may keep one (1) copy of the Software Products resident on the file server for Licensee's network ("Network") at the site designated on Schedule I (attached as Appendix 1) to this Agreement (the "Installation Site") and may keep one (1) copy of the client portion of each Software Product resident on as many computers owned or controlled by Licensee and connected to the file server for as long as Licensee restricts access to the Software Products resident on the server to the number of simultaneous users set forth in Schedule I (attached as Appendix 1). Notwithstanding the foregoing, if the Network becomes inoperable (whether due to maintenance thereof, modification, disaster, or otherwise), the Software Products may be temporarily used on a different file server at the Installation Site or another computer center. Temporary use on a different file server, however, shall not exceed thirty (30) days without the prior written consent of Licensor.

5.03 **Modification.** Licensee shall only make changes or modifications to the Software Products using the Configuration Tools Modules listed on Schedule I (attached as Appendix 1) and provided by the Licensor. Violation of this prohibition will be grounds for termination of this agreement pursuant to Article VII, and Licensor shall have no further duties, liabilities or obligations with respect to the Software Products.

5.04 **Escrow.** The source code to the Software Products shall not be provided to Licensee except pursuant to this paragraph. Licensor has entered into an Escrow Agreement with Lincoln-Parry SoftEscrow, Inc. (the "Escrow Agent") dated December 28, 1999, (the "Escrow Agreement") for the source code for the Software. Pursuant to the Escrow Agreement, Licensor shall name Licensee as a third party beneficiary with the right to receive the source code for the Software upon the occurrence of certain events.

## ARTICLE VI. LIMITATION OF LIABILITY AND INDEMNIFICATION

6.01 **Limitation of Liability.** Licensor, its officers, directors, shareholders, members, employees, and/or agents shall not have any liability to Licensee, its officers, directors, shareholders, members, agents and/or employees for losses, damages and/or injuries arising out of: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of Licensor, the manufacturer, or the software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis,



but not less than once every day. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability, or otherwise, including, without limitation, damages for physical or mental pain or suffering, medical expenses, wrongful death, loss of good will, work stoppage, computer failure or malfunction, loss of work product, or any and all other commercial or personal injury damages or losses, direct or indirect.

**6.02 Indemnification for Infringement.** Licensor shall, at its expense, indemnify and defend Licensee against any claim that the Software Products infringe any United States patent or copyright and pay any resulting final judgment or settlement cost, provided that Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. Licensee shall allow Licensor, at Licensor's option and expense, if any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur: (i) to procure the right for Licensee to continue using the Software Products; (ii) to replace or modify the Software Products so that they become non-infringing and functionally equivalent; or (iii) if neither of the foregoing alternatives is available on terms which are reasonable in Licensor's discretion, Licensee shall, upon the request of Licensor, return the Software Products to Licensor, whereupon Licensee can seek applicable remedy from Licensor pursuant to a breach of this Agreement. Licensor shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (a) a modification of the Software Products by anyone other than Licensor or someone acting on behalf of Licensor, (b) use of the Software Products other than in accordance with the written agreement between Licensor and Licensee, or (c) a modification by Licensor of the Software Products at the direction of Licensee.

**6.03 Indemnification Generally:** Licensor agrees to defend, indemnify and hold Licensee and its respective officers, agents and employees harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought that arises out of Licensor's breach of any of the terms or provisions of its agreement with Licensee, or by any negligent act or omission of Licensor, its officers, agents, employees, or subcontractors, in the performance of the agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Licensee or its respective officers, agents, employees, or subcontractors; and in the event of joint and concurrent negligence or fault of Licensor and Licensee, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of Licensor and the Licensee and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Moreover, nothing in this provision is intended to mitigate or exclude any and all defenses (such as sovereign immunity) that Licensor or Licensee can raise in any cause of action filed against Licensor or Licensee by a third-party.

## ARTICLE VII. TERMINATION

Licensor may terminate the License if Licensee: (i) fails to pay the License Fee when due as set forth in Schedule I (attached as Appendix 1); (ii) makes or distributes, or fails to use its best efforts to prevent others from making or distributing, copies of the Software Products (except as expressly permitted by this Agreement) or derivations or modifications thereof; (iii) uses the Software Products in violation of the provisions of this Agreement; or (iv) fails to comply with any other material obligation under this Agreement and such failure, action, use or non-compliance remains uncured for thirty (30) days after receipt of written notice thereof. Upon termination of the License, Licensee shall discontinue use and return all copies of the Software Products in its possession or control to Licensor, but Licensee's obligation to pay accrued charges and fees and to protect the confidentiality of the Software Products shall continue.

## ARTICLE VIII. MISCELLANEOUS

**8.01 Disputes.** Any notice hereunder by either party shall be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth herein or at such other address designated by written notice. Notice shall be deemed to have been received upon the date of actual delivery.

**8.02 Interpretation.** The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the principles of Florida's conflicts of laws thereof.

8.03 **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

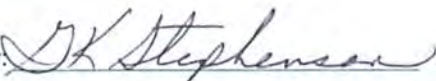
8.04 **Failure to Exercise Rights.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

8.05 **Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

8.06 **Complete Agreement.** This Agreement, together with the Appendix, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

LICENSOR

By: 

Printed Name: **George K. Stephenson**

Title: **President and CEO**

Date: 8-5-13

LICENSEE

Board of County Commissioners  
Escambia County, Florida

By: \_\_\_\_\_

Printed Name: Gene M. Valentino

Title: Chairman

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

ATTEST: Pam Childers

Clerk of the Circuit Court

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

This document approved as to form  
and legal sufficiency

By: 

Title: ACA

Date: 8/7/13



## APPENDIX 2

### SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of this 5th day of August 2013, by and between SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America) ("Licensor"), having its principal place of business at 180 North Palafox Street, Pensacola, Florida 32502, and Escambia County Board of County Commissioners ("Licensee"), with its principal place of operation at 221 Palafox Place, Pensacola, Florida 32502.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Jail Management Systems and Administrative Programs.

WHEREAS, Licensor has agreed to provide Licensee a non-exclusive and non-transferable license to use and configure the following software modules for Licensee's internal operations: SmartJail, and SmartADMIN (hereafter "Software Products").

WHEREAS, Licensee has requested Licensor to provide warranty, maintenance and support services on the Software Products.

NOW, THEREFORE, Licensor and Licensee agree as follows:

**1.0 Warranty, Maintenance and Support Services.** During the warranty, maintenance and support time period, Licensor agrees to provide Licensee with commercially reasonable efforts to maintain the Software Products in an operable condition, and to make available to Licensee updates to the Software Products that incorporate any new features or enhancements to the licensed Software Products made generally available to Licensor's other customers ("Updates").

Additionally, Licensor agrees to provide Licensee maintenance and support services consistent with the following:

#### **Service Maintenance**

Any deficiencies found by Licensee during the warranty, maintenance and support period will be reported to Licensor's technical support staff by Licensee. Licensor's technical support personnel are available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, holidays included. Customers use a toll free number to secure assistance: 1-877-762-7826.

#### **Correcting Deficiencies**

During the maintenance and support period, Licensor will be responsible for ensuring performance deficiencies are corrected. Licensor maintains sufficient technical help to support the ongoing operation of the system and to develop required enhancements.

When a call is received, the Licensor call taker will secure all information necessary to properly evaluate the caller's difficulty. Wherever possible, the call taker will work with the caller to resolve the issue immediately using Licensor's knowledge base of resolutions. When such resolution is not possible, the call taker will escalate the call to Level II support.

At Level II a lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer will notify the support desk of the solution and note

2. Licensor personnel will begin to resolve the issue while continuously updating the customer with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

#### Priority 3- Medium Priority

- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Customer states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

#### Steps to Resolution

1. A customer support technician will immediately contact the customer to acknowledge receipt of the issue, and to inform the customer of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue and will update the customer as to the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
4. Licensor personnel will inform the customer as to the delivery date for the software patch that will resolve the issue.

#### Priority 4- Minor Priority

- Minor problem with little or no impact on services.
- Customer impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the customer.
- Customer states problem can be addressed at a later date.

#### Steps to Resolution

1. Licensor personnel will begin to resolve the issue and will update the customer as to the status of the issue.
2. Licensor personnel will inform the customer as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the customer via problem submission reports or direct customer inquiry via telephone or online TCN status query.

**2.0 Duration.** Since the software has been in use for several years, the annual maintenance is due for the first year of the contract after movement of the software and data base to the Licensee's server. Licensee can extended Licensor's maintenance and support services on an annual basis for a period up to five years, by paying an agreed upon annual fee. If Licensee fails to make the annual maintenance and support fee payments, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of breach, Licensor may suspend or cancel the maintenance and support services.

**3.0 Licensee's Cooperation.** If Licensee requests warranty, maintenance or support, Licensee shall cooperate with Licensor in all aspects of such service in order to facilitate Licensor providing electronic and onsite assistance to Licensee, including without limitation providing Licensor with information by telephone, documentation (if

necessary), access to Licensee's computer system through high speed connectivity, and implementation (when feasible).

**4.0 Exclusions and Modifications.** Licensor shall have no obligation to perform warranty, maintenance or support services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

**5.0 Limitations on Licensee Rights.** Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration regulations.

**6.0 Ownership.** Licensee acknowledges that the Software Products remains the exclusive property of Licensor and its successors and assigns. Licensee acknowledges that it has no rights to nor interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification or notices affixed to the Software Products or their packaging. Additionally, no license, right or interest in any Licensor trademark, trade name, and service mark is granted to Licensee hereunder.

**7.0 Licensee Obligations.** Licensee shall protect Licensor's trade secrets and intellectual property, including without limitation the Software Products, with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's trade secrets and intellectual property it does not wish disclosed to the public.

**8.0 Sublicensing and Assignment Prohibited.** Without the prior written consent of Licensor, Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part.

**9.0 Limitation of Liability.** Licensor's total liability for damages related to this Warranty, Maintenance and Support Agreement (whether based in contract, tort, negligence, strict liability or otherwise) shall in no event exceed the maintenance and support fees paid by Licensee during the twelve (12) month period immediately previous to the event giving rise to the liability. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability or otherwise, including claims, losses, injuries, or damages arising out of Licensor's negligence or gross negligence.

**10.0 Interpretation.** The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the Florida principles of conflicts of laws.

**11.0 Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

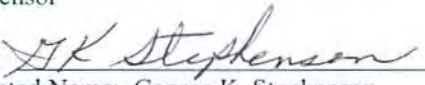
**12.0 Failure to Exercise Rights.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

**13.0 Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

**14.0 Complete Agreement.** This Agreement, together with the applicable Schedule I, constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensors

By:   
Printed Name: George K. Stephenson  
Title: President & CEO  
Date: 8-5-13

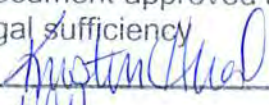
Licensee

Board of County Commissioners, Escambia County, FL  
By: \_\_\_\_\_  
Printed Name: Gene M. Valentino  
Title: Chairman  
Date: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

This document approved as to form and legal sufficiency

By:   
Title: HCL  
Date: 8/7/13



**Schedule I (Appendix I)**  
**CTS America Price Quotation for**  
**Escambia Board of County Commissioners**

8/5/2013

| <b>CTS America Software</b>                    |                      |
|--|----------------------|
| SmartJAIL (Jail Management System)             | \$ 295,990.00        |
| SmartADMIN (Administrative Modules)            | \$ 17,500.00         |
| <b>Total of Installed Software - no charge</b> | <b>\$ 313,490.00</b> |

| <b>CTS America Services and Project Management /etc.</b>                        |                     |
|---|---------------------|
| 34 hours to move data, configure server, project management                     | \$ 5,100.00         |
| <i>(Escambia BOCC will only pay for services needed not installed software)</i> |                     |
| <b>Annual Maintenance Fee</b>   | <b>\$ 56,428.20</b> |
| <i>Maintenance Fees begin on installation at Escambia jail</i>                  |                     |
| <i>Maintenance Fees increase 3% annually</i>                                    |                     |
| <i>Fee Includes Product Releases, Upgrades, and 24/7/365 Phone Support</i>      |                     |

| <b>Payment Due by October 15, 2013</b> |                     |
|--|---------------------|
| CTS service to move server             | \$ 5,100.00         |
| First annual maintenance fee           | \$ 56,428.20        |
| <b>Total due by October 15th</b>       | <b>\$ 61,528.20</b> |

Pricing Good For 180 Days

**Jail Management System Solution for  
Escambia Board of County Commissioners**



| Item #                                    | Item Description  | Part #   | Unit     | Qty. | Cost             | Ext. Price           |
|---|---|----------|----------|------|------------------|----------------------|
| <b>SmartJAIL (Jail Management System)</b> |   |          |          |      |                  |                      |
|   | <b>Base Package (1501 - 2000 Inmates)</b><br><i>Features List: Booking, Classification, Property Tracking, Mugshot, Logging, Movement, Visitation, Medical, Reports, Incidents, Signature Capture</i> | JMS-T5   | Per Site | 1    | \$ 275,000.00    | \$ 275,000.00        |
| <b>SmartJAIL Options</b>                  |   |          |          |      |                  |                      |
|   | LiveScan Interface<br><i>Cross Match, MorphoTrak, Identix, Data Works</i>   | JMS-AFIS | Per Site | 1    | \$ 5,995.00      | \$ 5,995.00          |
|   | Biometric Release Verification Module   | JMS-BIO  | Per Site | 1    | \$ 1,999.00      | \$ 1,999.00          |
|   | Commissary Interface / Export<br><i>Trinity, Oasis</i>  | JMS-COMM | Per Site | 1    | \$ 2,999.00      | \$ 2,999.00          |
|   | Victim Notification Interface (VINES)   | JMS-VIC  | Per Site | 1    | \$ 2,999.00      | \$ 2,999.00          |
|   | Inmate Phone Interface<br><i>IC Solutions (Century Link)</i>  | JMS-IP   | Per Site | 1    | \$ 3,999.00      | \$ 3,999.00          |
|   | Jail Visitation Interface<br><i>Renovo Video Visitation</i>   | JMS-JV   | Per Site | 1    | \$ 2,999.00      | \$ 2,999.00          |
|   | Classification Interface<br><i>Northpointe Classification Software</i>  | JMS-CI   | Per Site | 0    | \$ 2,999.00      | Optional             |
| <b>CTS America SOFTWARE SUBTOTAL</b>      |   |          |          |      | <b>SUB TOTAL</b> | <b>\$ 295,990.00</b> |
| <b>SmartJAIL Total</b>                    |   |          |          |      | <b>Total</b>     | <b>\$ 295,990.00</b> |



Administration Package for  
Escambia Board of County Commissioners



| Item # | Item                                       | Part #     | Unit     | Qty. | Cost             | Ext. Price          |
|--------|--|------------|----------|------|------------------|---------------------|
|        | <b>SmartADMIN (Administrative Modules)</b> |            |          |      |                  |                     |
|        | Base Package                               | ADM-T5     | Per Site | 1    | \$ 10,000.00     | \$ 10,000.00        |
|        | Employee Manager                           |            |          |      |                  |                     |
|        | Security Manager                           |            |          |      |                  |                     |
|        | Training Module                            |            |          |      |                  |                     |
|        | Issued Property                            |            |          |      |                  |                     |
|        | SmartReports                               |            |          |      |                  |                     |
|        | <b>SmartSWITCH</b>                         |            |          |      |                  |                     |
|        | Base Package                               | SWITCH-50  | Per Site | 0    | \$ 9,999.00      | Optional            |
|        | Query Access FCIC/NCIC                     |            |          |      |                  |                     |
|        | <b>State CIC/NCIC Query Access</b>         | SWITCH-RMS | Per Site | 0    | \$ 4,999.00      | Optional            |
|        | <b>SmartADMIN Options</b>                  |            |          |      |                  |                     |
|        | SmartWEB - Public Web Portal               | ADM-WEB    | Per Site | 1    | \$ 7,500.00      | \$ 7,500.00         |
|        | <b>CTS America SOFTWARE SUBTOTAL</b>       |            |          |      | <b>SUB TOTAL</b> | <b>\$ 17,500.00</b> |
|        | <b>Admin Total</b>                         |            |          |      | <b>Total</b>     | <b>\$ 17,500.00</b> |

Agency is responsible for providing the Microsoft Server & SQL license(s) to support the server hardware selected



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-4797

County Administrator's Report 8. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2013

Issue: SBA#221 - Law Enforcement Trust Funds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #221 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #221, Law Enforcement Trust Fund (121) in the amount of \$267,010, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Budget.

**BACKGROUND:**

The Sheriff has generated additional LET funds that need to be appropriated for law enforcement activities for the remainder of the current fiscal year.

**BUDGETARY IMPACT:**

This amendment will increase Fund 121 by \$267,010.

**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

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**Attachments**

SBA#221

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**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, The Escambia Sheriff's Department has received additional revenues from various law enforcement activities, and these funds must be recognized and appropriated into the Sheriff's LET Budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

| Law Enforcement Trust Fund | 121         |              |                |
|----------------------------|-------------|--------------|----------------|
| Fund Name                  | Fund Number |              |                |
| Revenue Title              | Fund Number | Account Code | Amount         |
| Law Enforcement Trust      | 121         | 359005       | 267,010        |
|                            |             |              |                |
|                            |             |              |                |
|                            |             |              |                |
| <b>Total</b>               |             |              | <b>267,010</b> |

| Appropriations Title          | Fund Number/Cost Center | Account Code/<br>Project Number | Amount         |
|-------------------------------|-------------------------|---------------------------------|----------------|
| Promotional Activities        | 121/540103              | 54801                           | 10,000         |
| Operating Supplies            | 121/540103              | 55201                           | 107,010        |
| Machinery                     | 121/540103              | 56401                           | 100,000        |
| Aids to Private Organizations | 121/540103              | 58201                           | 50,000         |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
|                               |                         |                                 |                |
| <b>Total</b>                  |                         |                                 | <b>267,010</b> |

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:  
ERNIE LEE MAGAHA  
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  
#221



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-4779

County Administrator's Report 8. 1.

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 08/20/2013

**Issue:** Reappointment/Appointment to Escambia-Pensacola Human Relations Commission

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

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning an Escambia-Pensacola Human Relations Commission Reappointment/Appointment - George Touart, Interim County Administrator

That the Board take the following action concerning a reappointment/appointment to the Escambia-Pensacola Human Relations Commission:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Ebbin Spellman, for a two-year term, effective retroactively August 17, 2013, through August 16, 2015;

**OR**

B. Appoint Jeanette M. Moore for a two-year term, effective August 20, 2013, through August 19, 2015.

**BACKGROUND:**

Mr. Spellman and Ms. Moore have expressed the desire to serve. Their Resumes are provided for review.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with Section 2, Governing Board, of the Interlocal Agreement between the City of Pensacola and Escambia County creating the Escambia-Pensacola Human Relations Commission, Board approval is required for all its appointments / reappointments to the Escambia-Pensacola Human Relations Commission.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Ebbin Spellman's Resume

Jeanette Moore's Letter and Resume

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# **EBBM SPELLMAN**

1408 East Hutton Street • Pensacola, FL 32503  
Home (850) 433-3904 • Cell (850) 232-0498 • e-mail [ebbm@att.net](mailto:ebbm@att.net)

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## **OBJECTIVE**

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Accomplished manager with over 15 years of experience as an Emergency Management Coordinator, Crisis Management Specialist and Environmental, Health & Safety Advisor with the ability to analyze operations, pinpoint areas for improvement to redesign and implement progressive plans.

## **AREAS OF STRENGTHS & EXPERIENCE**

|   |   |
|---|---|
| Quality Control & Compliance Program Implementation | Emergency Response Systems Coordination |
| National Incident Management System Execution       | Emergency Management Operations         |
| Health and Safety Instructor                        | Emergency Preparedness                  |
| Threat and Risk Assessment Coordinator              | Incident Command System                 |

## **EDUCATION & PROFESSIONAL DEVELOPMENT**

Master of Public Administration, American University, *Charles Town, WV*  
Major: Public Administration in Disaster Management  
Anticipated Graduation: December 2012

Certified Public Manager Leadership Institute, Florida State University, *Tallahassee, FL*  
Certification: Certified Public Manager for State and Local Government

Bachelor of Arts Degree, Southern University, *Baton Rouge, LA*  
Major: Political Science

Developing a State/Regional (CBRNE) Task Force Training  
Emergency Operation Center (EOC) Management and Operations Training (G-275)  
Homeland Security Planning for Local Communities (G-408)  
Incident Command System (ICS) Curricula Train-the Trainer (L-449)  
GPS/GIS and USNG Multilevel Technician Training  
ARC GIS Training – Advance and Basic  
Rapid Assessment Planning (G-250.7)  
NIMS Resource Management Training (IS-703)  
Multi-Agency Coordination System Training (MCAST-701)  
United States Coast Guard, Incident Command System Training (ICS-100 & ICS-200)  
Intermediate (ICS 300) and Advanced Incident Command System Training (ICS-400)  
National Incident Management System Training (NIMS-700)  
National Response Plan Training  
Disaster Recovery (G-270.4)  
Principles of Emergency Management Training  
Enhance Risk and Threat Assessment Training  
Emergency Operations Center Interface (G-191)  
Community Emergency Response Team Trainer  
Department of Homeland Security and EMS Concepts for Weapons of Mass Destruction Training  
Florida Emergency Management System Operations & Planning Training  
Texas A & M University, Strategy & Tactics Incident Command Training

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*Educational & Professional Development (Continued)***EDUCATION & PROFESSIONAL DEVELOPMENT**

Emergency Medical Technician  
National Firefighter Association Incident Safety Officer  
Wild Land Fire Behavior Training  
Hazmat Technician Training  
Mass Casualty Training

**COMMUNITY INVOLVEMENT****Commissioner of Escambia-Pensacola County Human Relations Commission**

Coordinate Emergency Response Agencies by disseminating information to the public during the time of natural or man-made disasters and provides assistance to individual, state, local and other agencies, both public and private, including agencies of the federal government during disasters.

**Escambia County Expressway Authority Commission**

Member of the Commission that reviewed various engineering phases of project development and environmental studies, public information and public involvement meetings, determination of roadway alignments, interchanges modification report and Traffic and Revenue Report.

**EMPLOYMENT CHRONICLE****2007-Present Emergency Management Operations Manager and Coordinator ~ Alachua County  
Gainesville, Florida**

Serves as the REP Lead for Nuclear and Radiological Preparedness for Alachua County and serves as the Liaison to on-site plant Progress Energy company officials. Responsible for the administration and operation of Alachua County's Radiological Emergency Preparedness (REP) Program for the Progress Energy Crystal River Nuclear Power Plant as well as various other programs which would pose a radioactive threat to the citizens of Alachua County.

Coordinate program activities to ensure administrative efficiency and compliance with emergency management standards and expanding current programs by developing and implementing new programs and undertaking new projects and developments to meet the needs of the County.

Supervise and coordinate the activities of subordinate employees including determining work procedures and schedules; issuing instructions and assigning duties; reviewing work; recommending personnel actions, conducting performance reviews; and conducting departmental training and orientation.

Direct and coordinate the activities of County staff assigned as Emergency Support Function personnel in the Emergency Operations Center which included determining work procedures and schedules; issuing instructions and assigning duties; reviewing work; and conducting departmental training and orientation.

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*Emergency Management Operations Manager Coordinator (Continued)*

Perform various statistical research and comparative analyses for the purpose of evaluating impacts to proposed planning objectives and application to areas of responsibility; modifies proposed objectives and directions accordingly. Confer with upper management to keep them informed of key issues and progress toward goals and objectives, and to garner or ensure continued support and approval for strategic initiatives.

Compile, maintain and update planning operational data for analysis purposes; analyze planning data to identify trends/problems and determine appropriate actions. Develop planning forecasts to identify future planning/transportation/growth management deficiencies; assists in development of planning improvements accordingly.

Perform the bi-annual Hazardous Materials Hazardous Analysis of EPCRA SARA Title III Section 302 chemical sites located throughout the County in accordance with the Inter-local Agreement.

Confer with staff and citizen groups to explain program and individual responsibilities for functions and phases of the emergency management program. Modify and/or change program methodology as required to redirect activities and to attain program objectives

Identify and analyze the effects of potential hazards present in the community in order to develop effective emergency/disaster preparedness plans. Review emergency plans from outside agencies, businesses and other governmental jurisdictions, providing recommended revisions and additions to those plans.

Respond to emergency scenes requiring multi-agency coordination and oversee volunteer programs to include Community Emergency Response Team (CERT) program.

**1994-2007 Chemical Operator, Industrial Fire Fighter Lieutenant ~ Solutia  
Pensacola, Florida**

Identified potential hazards in order to develop effective emergency/disaster preparedness plans. Reviewed all emergency contingency plans and proposed revisions and additions as needed.

Trained in gathering information and immediately disseminating critical counter-terrorist intelligence information to federal, state and local authorities/agencies. Coordinated and directed law enforcement and initial emergency respondents with respect to counter-terrorism and domestic security during emergencies.

Trained to streamline and consolidate coordination procedures between federal, state and local resources to reduce fragmented/duplicated counter-terrorism efforts and information and provided domestic security training for police officers, public safety employees and emergency medical technicians on standard safety operating procedures, emergency management crisis, trouble shooting techniques and environmental policies. Educated to execute and supervise legislated procedures for Weapons of Mass Destruction, NIMS and ICS.

Interpreted, formulated and implemented regulatory guidance for emergency crisis management and safety requirements. Maintained and updated emergency and disaster plans, and integrated emergency planning with outside jurisdictions and organizations and ensured that planning efforts were in accordance with federal and state guidelines.



*Chemical Operator (Continued)*

Mitigated control of hazardous industrial waste materials through identification, analysis, and removal of materials. Prepared documentation of hazardous materials required by local regulatory agencies and the EPA.

Trained and completed courses in OSHA compliance.

Directed and organized a minimum of 100 classes for up to 140 employees in critical safety, security, disaster response and environmental programs.

Directed and organized over 300 safety and health inspections consisting of a comprehensive cross-section of operations that would be conducted at a facilities such as major military bases, which included but not limited to; rail & port operations, trenching and roofing projects, confined space operations, motor pools, childcare facilities, military housing, office environments, power plant operations, carpentry/maintenance shops, firing ranges, painting, welding & fueling operations, electrical installations & repair, pipeline installation and repairs, asbestos removal projects, demolitions and major facility renovation projects.

Directed and organized over 500 hours of safety and health training classes for over 250 personnel. Training included but was not limited to field/tactical safety, risk management, motor pool safety, accident investigation and reporting, The Army Safety Program, hazard communication, lockout/tagout, confined space entry and hearing conservation.

**2006-2007 Emergency Medical Specialist ~ Escambia County  
Pensacola, Florida**

Recorded patient care data and information obtaining demographic data from patients, information regarding medical conditions and/or illnesses, current prescription use; documents patient reactions to treatment; and/or other related information.

Initiated patient treatment and care utilizing initial protocol treatment based on patient condition, which may have included: implementing automated external defibrillators, performing basic airway management; and performing other related activities.

Initiated advanced and basic life support by following protocols and physician orders. Communicated medical conditions with patients, family members, and applicable medical staff. Secured and disposed of biohazard waste. Attended continuing education and other programs to maintain clinical knowledge and certification requirements.

**2006 HAZMAT Instructor and Neo-natal EMT ~ Sacred Heart Health System  
Pensacola, Florida**

Conducted classroom training and directed hospital staff in emergency response procedures for hazardous materials, area decontamination, patient decontamination, incident command systems, recognition of health signs and symptoms and risk communications.

Responded to emergency calls, performed rescue operations and administered emergency medical care. Assessed nature and extent of illness to establish and prioritize medical procedures.

## **AFFILIATIONS & LEADERSHIP**

State of Florida Radiological Task Force  
Board Member of Escambia County Expressway Authority  
Board Member of Escambia County Home Inspector Licensing  
Contributing Editor of Book Entitled "*Industrial Fire Fighting for Municipal Firefighters*"  
Instructor for Incident Command System (ICS) Classes  
Instructor for Community Emergency Response Team (CERT) and Emergency Preparedness  
Member of Alachua County Emergency Response Team (CERT)  
Member of the State of Florida Emergency Response Team (SERT)  
Commissioner of Pensacola-Escambia County Human Relations Commission  
Firefighter of the Year 2007

*References upon Request*



Jean Moore  
638 Ray Street  
Pensacola, Florida 32534  
(850) 384-8441

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15 July 2013

Ms. Judy Witterstaeter  
Program Coordinator  
Board of County Commissioners  
P O Box 1591  
Pensacola, Florida 32502

This letter is to express my interest in the vacancy on the Escambia-Pensacola Human Relations Commission listed in the Pensacola News Journal. Based on my skills while employed as a civil servant I am confident that I would be a great addition to your team.

I am excited about the position and the ability to help my community. Please do not hesitate to contact me if you have any questions. I would appreciate the opportunity to review my qualifications in more detail.

Thank you in advance for your time.

Sincerely,

Jeanette M. Moore

1987/2005 - Deputy EEO & Special Programs Manager: served as the principal EEO advisor to the Commanding Officer for Naval Aerospace Medical Institute. I was responsible for management, processing & resolution of discrimination complaints; developing, implementing & promoting EEO Programs; formulation of EEO policies; & developing & implementing Affirmative Action Program Plan. 8-86/3-88: I was an EEO Counselor for Naval Education Training Program Management Support Activity (NETPMSA) & Chair of Federal Women's Program Subcommittee for NETPMSA. I investigated & analyzed problems in EEO. I was responsible for knowledge required to allow assistance in filing charges. Each case required me to initiate an investigation to gather all pertinent facts for the complaint & then process expediently to meet certain time requirements. I interviewed witnesses, supervisors, department heads, CO's, etc. of all social, economic, & ethnic backgrounds & obtained statements from them as needed. I held a final interview with complainant & explained all facts as I saw them & advised complainant of further rights & courses of action available to them. See attached Civilian of Year Award which addresses my EEO duties

1988/2205: Naval Air Station Pensacola (NAS) EEO Council: Council is comprised of Deputies from the major commands at NAS. Council is responsible for implementation of all EEO Programs complex wide & the planning & carrying out of all special observances for employees at NAS Pensacola complex (including Saufley). I planed luncheons & speakers for approximately 400 to 500 employees.

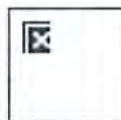
1988/2005: Psychology Technician, NAMI: As psychology technician at NAMI I served as office manager which required me to write position descriptions for 2 civilians & 2 military personnel. I wrote performance appraisals & examiner's manuals.

I have experience which has equipped me with the knowledge, skill & abilities required to work closely & effectively with state & community social service agencies, their programs & functions. I served as a rape crisis counselor in GA from 1978 to 1979. I was a member of Naval Hospital Family Advocacy Sexual Assault/Rape Committee in 1983. In 1984 I was Chairperson, Board of Directors for Family Outreach, Pensacola & also in charge of Pine Forest High School Chemical People Project. In 1986 I served on Ransom Middle School Principal's Advisory Committee. I currently serve on Board of Directors for Cantonment Volunteer Fire Department. I was also a member of Escambia County Sheriff Citizen Advisory Committee & Northwest Florida Critical Incident Debriefing Team. In 1988, 1989, & 1990 I was Co-coordinator for the Escambia County Volunteer Fire Department's Annual Firematics

Competition which involves planning all aspects of events including vendors & publicity for 17 fire departments. All of above positions have required me to recruit volunteers, write standard operating procedures, rules & regulations. I have also appeared on television & radio to discuss these activities & field questions on talk shows. I spoke to civic organizations to recruit volunteers & also to expound on functions these organizations perform for the community.



## NAMI names 2002 Civilian of the Year



# NOMI

Naval Operational Medicine Institute

The Naval Aerospace Medical Institute (NAMI) has named Ms. Jean Moore its Civilian of the Year for 2002. Almost 15 of Ms. Moore's 27 years of civil service have been with NAMI, during which time she has made invaluable contributions as a Psychology Technician to the mission of the Operational Psychology Department. Her myriad responsibilities include administration of the Aviation Selection Test Battery (ASTB) program, the examination used in selection of all candidates for Naval aviation training. Ms. Moore is the foremost expert on the history, evolution, and administration of the ASTB. She maintains all records of the approximately 10,000 annual administrations of the battery, certifies all new ASTB administrators and test locations, briefs recruiter and processor classes on the ASTB at the Navy Recruiting Orientation Unit, fields daily questions on score certification and requirements, and provides advice and recommendations to her supervising officers regarding the same. The ASTB is administered at over 150 locations worldwide; NROTC officers and Naval recruiters at every NRD and OSO in existence know and depend upon Ms. Moore for timely, accurate direction regarding ASTB policy and administration. She also provides critical information to the contract employees currently developing the APEX system, which will allow transition to web-based ASTB administration later this year. Her tenure with NAMI Operational Psychology makes her an invaluable resource for preserving the continuity of a testing program which has been in use since 1942.

Ms. Moore also serves as the Naval Operational Medicine Institute (NOMI) Civilian EEO Representative and Command Assessment Team member. She develops, distributes, and analyzes the results of Command Assessments, including a recent Naval Survival Training Institute Climate Survey Report. The representative conducting a 2002 BUMED IG inspection of NOMI announced that Ms. Moore's Command Assessment Report would be referenced as the benchmark for excellence fleetwide. She routinely provides civilian training and briefs the NOMI Executive Steering Committee on civilian EEO issues, and in 2002 was selected by CNET to attend training as an alternate dispute resolution mediator for the base. Ms. Moore also serves as the Safety Representative for Building 1954, and arranges monthly fire drills and safety meetings. She sits on the Position Management Board as well as NOMI Civilian of the Quarter and Civilian of the Year boards. In 2002 she also gathered data and updated the database for the NATC command attrition survey in the absence of the Personnel Psychologist normally responsible for this task.

She participates in numerous volunteer activities as well. She designs and prints retirement ceremony programs for military personnel in her building, and volunteers as a critical incident stress de-briefer for the local Red Cross chapter. She also serves as the Chairperson of trips and travel for the Ice Pilots Booster Club, and in 2002 chaired the committee overseeing the Booster Club's team in the American Cancer Society Relay for Life. Ms. Moore is the NAMI Civilian of the Year for 2002 because she is a dedicated, selfless, and invaluable member of both her Detachment and her community.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4757**

**County Administrator's Report 8. 2.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 08/20/2013

**Issue:** Dedication of a 50 foot Public Right-of-Way Easement at 6775 Mobile Highway

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Regarding the Dedication of a 50-Foot Public Right-of-Way Easement Located at 6775 Mobile Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Dedication of Public Right-of-Way Easement for a 50-foot wide easement along the northern 50 feet of the County's Land Clearing Debris (LCD) pit and Public Works Substation located at 6775 Mobile Highway, requested for Bobby Glenn Buffington.

**BACKGROUND:**

Bobby Glenn Buffington owns a 20-acre parcel (Buffington Parcel) located directly west of the County's LCD pit and Public Works substation at 6775 Mobile Highway. The Buffington parcel has legal access available from the west through the Springfield - Unit Five subdivision. However, development of a road through that western access would be cost prohibitive due to permitting and wetlands mitigation.

Buffington's Realtor has requested the Board approve the dedication of a 50 foot public right-of-way across the northern part of the County's LCD pit and Public Works substation property. While any costs associated with necessary improvements, maintenance, driveway permitting, relocation of fencing and/or buffering in accordance with the County's LCD permit would be borne by Buffington or his successors, the right-of-way would be available to the public at large.

**BUDGETARY IMPACT:**

All costs associated with recording the easement and developing the road within the right-of-way will be borne by Buffington or his successors.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Dedication of Public Right-of-Way Easement was prepared by the County Attorney's Office. However, approval of the Dedication of a 50 foot Public Right-of-Way Easement is a decision of the Board and is dependent on the Board determining that the dedication is in the interest of the public-at-large.

**PERSONNEL:**

All work associated with this request is being done in-house.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Aerial

plat

Dedication of Public Right-of-Way Easement

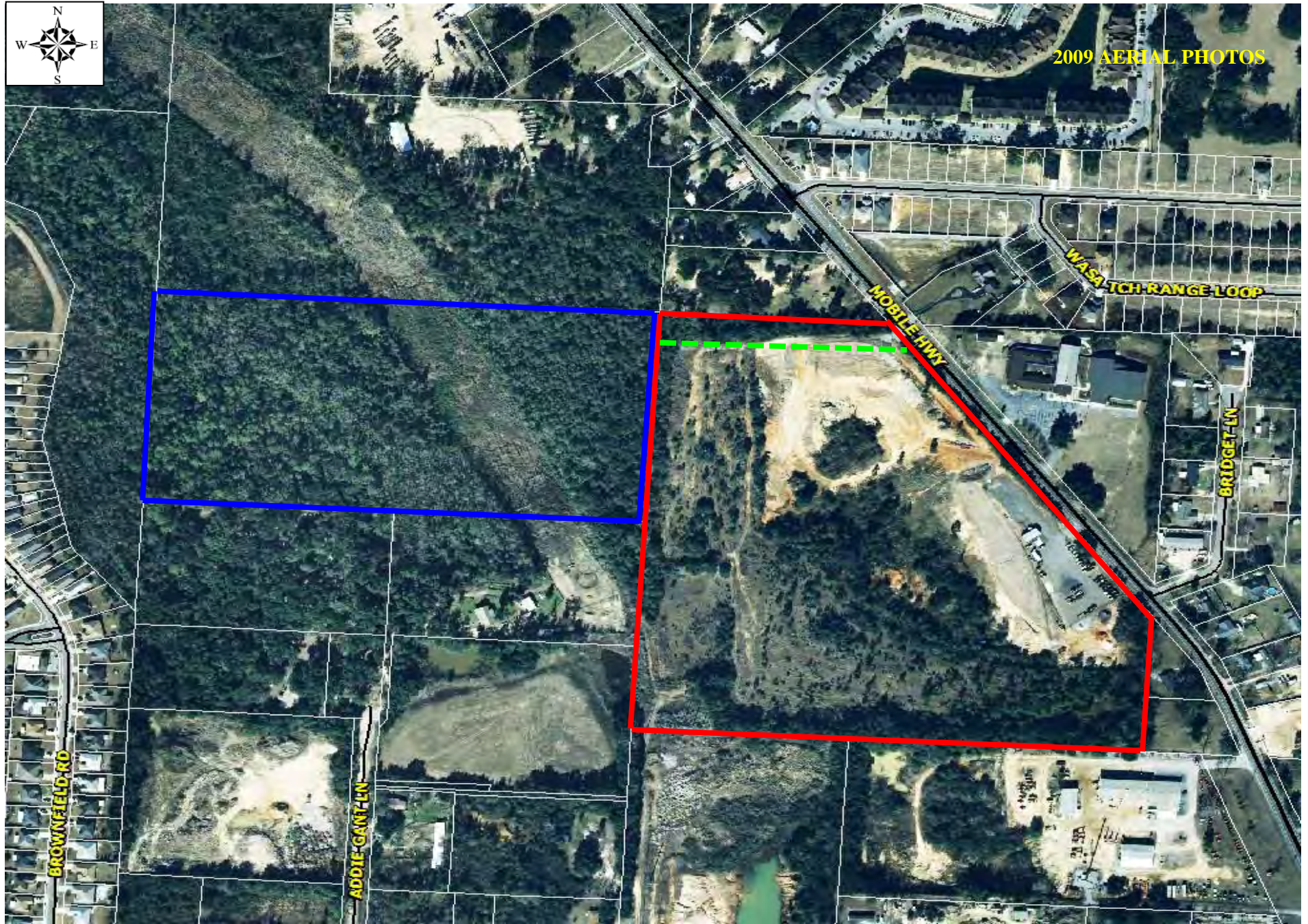
Legal Description

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2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 04/15/11 DISTRICT 1

 COUNTY PROPERTY / MOBILE HWY

 BUFFINGTON PROPERTY

 REQUESTED ACCESS



This document prepared by:  
Stephen G. West, Senior Assistant County Attorney  
221 Palafox Place, Suite 430  
Pensacola, FL 32502  
(850) 595-4970

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**DEDICATION OF PUBLIC RIGHT-OF-WAY EASEMENT**

THIS DEDICATION OF PUBLIC RIGHT-OF-WAY EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

**WITNESSETH:**

WHEREAS, the County is the owner of certain property located in Escambia County, Florida, more particularly described in the attached Exhibit A; and

WHEREAS, the County has determined that it is in the best interest of the public to dedicate an easement over and across the property for development of a public right-of-way;

NOW, THEREFORE, the County hereby dedicates a permanent easement over and across the property described in the attached Exhibit A for development of a public right-of-way.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered  
in the presence of:

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

EXHIBIT "A"

Legal Description

50-ft wide Easement for Escambia County Public Right-of-Way

Property Reference Number 25-1S-31-3202-000-000

August 5, 2013

A 50-ft wide easement for Escambia County Public Right-of-Way over the North 50 feet of the following described parcel of land as deeded to Escambia County in Official Record Book 1440 at page 704 of the public records of Escambia County, Florida:

Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 1 South, Range 31 West, Escambia County, Florida; thence run North  $01^{\circ}50'45''$  East along the West line of said Section for 1326.80 feet to the Northwest corner of the Southwest Quarter; thence run South  $88^{\circ}27'59''$  East along the North line of said Southwest Quarter for 549.79 feet to a point in the West right-of-way line of Mobile Highway (State Road No. 10-A 200' R/W); thence run South  $37^{\circ}53'15''$  East along the West right-of-way line of Mobile Highway for 406.89 feet to the point of curve of a curve concave to the Southwest having a radius of 5597.65 feet; thence run Southeasterly along the arc of said curve (chord bearing South  $33^{\circ}16'31''$  East, chord distance 900.37 feet) for 901.34 feet to a point in the East line of the Northwest Quarter of the Southwest Quarter; thence run South  $01^{\circ}49'11''$  West along said East line for 271.69 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter; thence run North  $88^{\circ}31'54''$  West along said South line for 1328.01 feet to the point of beginning. All lying and being in said Section 25 and containing 31.60 acres, more or less.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-4789

County Attorney's Report 8. 1.

BCC Regular Meeting

Action

Meeting Date: 08/20/2013

Issue: Settlement of Workers' Compensation Claim William Blackmon

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

**Recommendation Concerning Settlement on a Workers' Compensation Claim Involving William Blackmon**

That the Board approves a washout workers' compensation settlement to former employee William Blackmon in the amount of \$160,000.00, inclusive of all outstanding attorney's fees and costs. In exchange, Mr. Blackmon shall execute a general release of liability and waiver of employment on behalf of Escambia County.

**BACKGROUND:**

William Blackmon was a heavy equipment operator for Escambia County. He sustained three compensable industrial accidents on May 7, 2002 to the right knee, on October 24, 2002 to the right hand, and on November 25, 2002 that resulted in hearing loss. Mr. Blackmon reached maximum medical improvement for the right knee injury on January 9, 2003 with a 6% impairment rating. Since reaching maximum medical improvement, he has undergone conservative treatment including corticosteroid injections. The County administratively accepted Mr. Blackmon as permanently and totally disabled in January 2003 and he has been receiving permanent total disability benefits since that time.

Through counsel for its third party administrator, the parties have negotiated and entered into a settlement agreement releasing the County from liability for workers' compensation benefits in exchange for a lump sum payment to Mr. Blackmon. The County has agreed to pay Mr. Blackmon the sum of \$160,000.00 inclusive of all attorney's fees and costs, to resolve any and all claims including the May 7, 2002 claim, the October 24, 2002 claim, and the November 26, 2002 claim. This settlement amount includes \$39,079.00 for a Medicare set-aside as required by federal law. The Center for Medicare Services has approved this set-aside amount. If it does not settle these claims, the County has a continuing obligation to pay permanent and total disability benefits. Accordingly, this settlement represents substantial savings for the County since it will be discharged from this obligation.

**BUDGETARY IMPACT:**

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4767**

**County Attorney's Report 8.2.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 08/20/2013

**Issue:** Gulf Coast Summerfest Concert Resolution Restricting Access to the Gulf of Mexico on a Limited Portion of Santa Rosa Island

**From:** Ryan Ross, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Gulf Coast Summerfest Concert Resolution Restricting Access to the Gulf of Mexico on a Limited Portion of Santa Rosa Island

That the Board adopt a Resolution restricting access to the Gulf of Mexico on a limited portion of Santa Rosa Island during the 2013 Gulf Coast Summerfest Concert event from sunset on Saturday, August 31, 2013 until sunrise on Sunday, September 1, 2013.

**BACKGROUND:**

Banks Enterprises, L.L.C., is promoting a series of concerts billed as "Gulf Coast Summerfest" on a limited portion of Santa Rosa Island on Saturday, August 31, 2013. In the interest of public safety, Banks Enterprises and the Santa Rosa Island Authority are requesting the Board to restrict access to the Gulf of Mexico during the concerts by declaring double red flag conditions. This restriction shall only apply to a portion of Gulf waters immediately adjacent to the concert staging area and shall be limited in duration from sunset on August 31 until 5:00 a.m. on September 1. The Board has the authority to restrict access pursuant to Sections 125.01 and 380.276, Florida Statutes, and its inherent police powers to safeguard the public health, safety, and welfare.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Ryan E. Ross, Assistant County Attorney, drafted the Resolution.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution

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**RESOLUTION R2013 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RESTRICTING ACCESS TO THE GULF OF MEXICO ON A LIMITED PORTION OF SANTA ROSA ISLAND DURING THE 2013 GULF COAST SUMMERFEST CONCERT EVENT FROM SUNSET ON SATURDAY, AUGUST 31, 2013, UNTIL SUNRISE ON SUNDAY, SEPTEMBER 1, 2013; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Banks Enterprise, L.L.C. ("Banks Enterprise") is promoting a series of concerts billed as "2013 Gulf Coast Summerfest" ("Summerfest") on a limited portion of Santa Rosa Island from Saturday, August 31, 2013, through Sunday, September 1, 2013; and

**WHEREAS**, the Santa Rosa Island Authority ("SRIA") and Banks Enterprise anticipate a significant turnout for Summerfest; and

**WHEREAS**, the SRIA and Banks Enterprise also anticipate that some individuals may attempt to enjoy or otherwise access Summerfest by anchoring a vessel in the Gulf Of Mexico waters immediately adjacent to the event; and

**WHEREAS**, many of the concerts will occur at night; and

**WHEREAS**, furthermore, alcoholic beverages will be available to concertgoers; and

**WHEREAS**, accordingly, in the interest of public safety, the SRIA and Banks Enterprise are requesting that the Board of County Commissioners restrict access to those Gulf of Mexico waters immediately adjacent to the location of the Summerfest event by ordering the SRIA to post a series of double red flags, warning flags, or any combination of both, at the location of the Summerfest event; and

**WHEREAS**, the Board of County Commissioners finds that it has the authority to restrict access in this manner pursuant to its authority to post warning flags conferred by Section 380.276, Florida Statutes, its home rule powers conferred by Section 125.01, Florida Statutes, and its inherent police powers to safeguard the public health, safety, and welfare of the citizens of Escambia County as a political subdivision of the State of Florida; and

**WHEREAS**, the Board of County Commissioners further finds that restricting access to the Gulf of Mexico during Summerfest advances the public health, safety, and welfare.

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

**SECTION 1.            RECITALS.**

The aforementioned recital clauses are hereby incorporated into this Resolution.

**SECTION 2.            LEGISLATIVE FINDINGS.**

The Board of County Commissioners hereby declares that the aforementioned recital clauses constitute a declaration of its legislative intent in restricting access to the Gulf of Mexico during Summerfest.

**SECTION 3.            RESTRICTION OF ACCESS TO GULF OF MEXICO.**

(a) Subject to the limitations established by this resolution, the Board of County Commissioners declares that no individual may enter the Gulf of Mexico for the purpose of swimming, boating, fishing, or to engage in any other recreational or commercial activity during the Summerfest series of concerts on Santa Rosa Island.

(b) This restriction shall commence at sunset on Saturday, August 31, 2013, and shall terminate at 5:00 a.m. on Sunday, September 1, 2013.

(c) This restriction shall only apply to the Gulf of Mexico waters located 300 feet south of the Santa Rosa Island shoreline and lying immediately adjacent to a portion of Santa Rosa Island that includes the area extending east from a point one-hundred (100) yards west of Pensacola Beach Gulf Pier continuously to the eastern property boundary of the restaurant named "Crabs We Got 'Em," located at 6 Casino Beach Boardwalk on Santa Rosa Island.

(d) The Santa Rosa Island Authority is authorized to post a series of double red flags, warning signs, or any combination thereof, to provide notice of this restriction.

**SECTION 4.            ENFORCEMENT.**

(a) The Board of County Commissioners finds that this restriction constitutes a reasonable command and may be enforced pursuant to Section 74-36(18) of the Escambia County Code of Ordinances.

(b) Notwithstanding any other provision of this resolution, an individual may enter the restricted area for the purpose of performing first aid, rescue, or other legitimate emergency response activity.

**SECTION 5.            EFFECTIVE DATE.**

This resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST:     PAM CHILDERS  
                 Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(Seal)

This document approved as to form  
and legal sufficiency

By \_\_\_\_\_

Title     ASST. COUNTY ATTORNEY

Date     ■ AUG. 6, 2013



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-4798**

**County Attorney's Report 8. 3.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 08/20/2013

**Issue:** Settlement of Workers' Compensation Claim Involving Ann Brown

**From:** Ryan Ross, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

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

That the Board approves a settlement of the medical portion of former employee Ann Brown's workers' compensation claim for \$41,276.65, inclusive of attorney's fees and costs. The Board has previously settled the indemnity portion of her workers' compensation claim, and this second settlement will completely discharge Escambia County's liability for this workers' compensation claim.

**BACKGROUND:**

Ann Brown is a 62-year-old former employee who was employed by Escambia County as a maintenance mechanic. As a result of repetitive work-related activities, she developed carpal tunnel syndrome and was eventually terminated by the County due to her inability to perform the essential functions of her job and was accepted as permanently and totally disabled on November 1, 2005. Dr. Richard Sellers placed Ms. Brown at maximum medical improvement on March 9, 2005 with a 4% permanent partial impairment rating. She was also diagnosed with major depressive disorder by Dr. Scott Benson. (Ms. Brown was later awarded Social Security Disability Benefits as a result of her conditions.)

Through counsel for its third party adjuster, the parties negotiated a washout settlement of the entire workers compensation claim. However, because Ms. Brown has Medicare coverage, the parties needed to obtain the Center for Medicare Services' approval of a Medicare set-aside allocation. CMS ultimately approved a total sum of \$39,658.29, but the County can fund this amount with an annuity at a total cost of \$26,842.41. This additional settlement is necessary to completely discharge the County's future liability for this claim. Ms. Brown has already executed a general release for non-workers' compensation liability on behalf of the County.

**BUDGETARY IMPACT:**

Reserves are coordinated through Risk Management and the County's thrd-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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