

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 – November 7, 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. Proclamations.

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

A. Adopt the Proclamation commending and congratulating Pat Chunn on her selection as the “Employee of the Month” for November 2013;

B. Adopt the Proclamation proclaiming November 16 - 24, 2013, as “National Hunger and Homelessness Awareness Week” and encouraging all citizens to recognize that many people do not have housing and need support from citizens and private and public nonprofit service entities;

C. Adopt the Proclamation honoring and congratulating Mrs. Lois M. Stewart on reaching the age of 100 and extending best wishes to her for continued good health and happiness;

D. Adopt the Proclamation commending the leaders and members of First Pentecostal Church of Pensacola for the testimony of truth and love of Jesus Christ they have exhibited to the community and for the myriad outreach efforts they have provided to the community over the years and extending congratulations to First Pentecostal Church of Pensacola on its 80th Anniversary of ministry to the community;

E. Ratify the Proclamation dated October 11, 2013, extending a warm welcome to Senator Dwight M. Bullard upon the occasion of his visit to Escambia County, Florida; and

F. Ratify the Proclamation dated October 31, 2013, extending to the Great Gulfcoast Arts Festival, Inc., its many thanks for such stellar contributions to the advancement of the arts within our community and inviting citizens to participate in these activities.

7. Written Communication:

- A. July 2, 2013 - Email Communication from Greg Rideout, Acura Title Company, requesting the Board approve a partial release of a Code Enforcement Lien attached to property located at 6 Rowland Court.

Recommendation: That the Board review and consider lien relief request made by Greg Rideout, Acura Title Company, against property located at 6 Rowland Court.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

- B. October 7, 2013 - Communication from Jezebeth S. Clark requesting the Board forgive a Code Enforcement Lien attached to property located at 6802 West Jackson Street.

Recommendation: That the Board review and consider lien relief request made by Jezebeth S. Clark against property located at 6802 West Jackson Street.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request DOES fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Ms. Clark was sent two denial letters from Interim County Administrator George Touart dated October 7, 2013, and October 21, 2013. The owner

continued to request to appear before the Board.

8. 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.

9. 5:31 p.m. Public Hearing for consideration of adopting a Resolution approving Supplemental Budget Amendment #001 to re-budget ongoing projects that were not completed by the end of Fiscal Year 2012-2013.

Recommendation: That the Board take the following action concerning re-budgeting ongoing projects that were not completed by the end of Fiscal Year 2012-2013:

A. Conduct the 5:31 p.m. Public Hearing on November 7, 2013, to amend the Fiscal Year 2013-2014 Budget for the purpose of recognizing prior year Grants and fund balances, and to appropriate these funds for ongoing projects;

B. Adopt the Resolution approving Supplemental Budget Amendment #001, General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Mass Transit Fund (104), Tourist Development Fund (108), Other Grants and Projects (110), Article V Fund (115), Perdido Key Beach Mouse Fund (117), CDBG/HUD Entitlement Fund (129), E-911 Operations Fund (145), HUD Home Fund (147), Community Redevelopment Fund (151), Southwest Sector CRA (152), Bob Sikes Toll Fund (167), Transportation Trust Fund (175), Master Drainage Basin Funds (181), FTA Capital Project Fund (320), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Emergency Services Fund (408), Civic Center Fund (409), and Internal Service Fund (501), in the amount of \$73,080,440.76, to re-budget the funds associated with ongoing projects that were not completed by the end of Fiscal Year 2012-2013; and

C. Approve all associated Fiscal Year 2013-2014 Purchase Orders for projects with existing Purchase Orders.

10. Committee of the Whole Recommendation

The Committee of the Whole (C/W), at the October 29, 2013, Joint Board of County Commissioners/Escambia County Planning Board C/W Workshop, recommends that the Board authorize, and ratify Commissioner Robinson's signature on, a letter, dated October 28, 2013, to the U. S. Department of Treasury, requesting a 30-day extension to the November 5, 2013, deadline for all responses to the Proposed Treasury Rules, RIN: 1505-AC44 *(concerning the investment and use of amounts deposited in the Gulf Coast Restoration Trust Fund, which was established in the Treasury of the United States by the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 [RESTORE Act])* (Commissioner Robinson's Add-on Item 1).

11. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

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

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

A. The original *Agreement between Escambia County and Geosyntec Consultants for Brownsfields Services (PD 06-07.038)*, as executed by the Interim County Administrator on October 9, 2013, based on the Board's June 16, 2011, award of a Task Order-Based Continuing Contract, and received in the Clerk to the Board's Office on October 10, 2013; and

B. Closing documents relating to the sale, to We Are Having Fun, LLC, of property located at 1608 West Desoto Street, as approved by the Board on September 17, 2012, executed by the Chairman on October 9, 2013, and received in the Clerk to the Board's Office on October 22, 2013;

C. Closing documents relating to the sale, to Ian Williams, of property located at 413 Rue De Rocheblave, as approved by the Board on November 15, 2012, executed by the Chairman on October 23, 2013, and received in the Clerk to the Board's Office on October 25, 2013; and

D. The *2013 Annual Investment Report*, for Fiscal Year Ended September 30, 2013, as provided by the Honorable David Morgan, Escambia County Sheriff, and received in the Clerk to the Board's Office on October 25, 2013.

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 October 17, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 17, 2013; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held October 10, 2013. **(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on October 7, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on October 7, 2013:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-16, Z-2013-18, Z-2013-19 or remand the cases back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: Z-2013-16

Address: 2640 W. Michigan Ave

Property Reference No.: 42-1S-30-3004-000-003

Property Size: 2.23(+/-) acres

From: C-1, Retail Commercial District (cumulative) (25 du/acre)

To: C-2NA, General Commercial & Light Manufacturing District (cumulative) Bars, Nightclubs, and Adult Entertainment are prohibited uses (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 1

Requested by: Tom Arnett, President for Crystal Beach Homes, Inc., Owner

Planning Board Recommendation: Approval

Speakers: Tom Arnett, Van Hibberts

2. Case No.: Z-2013-18

Address: 6100 Mobile Hwy

Property Reference: 39-1S-31-4412-000-001; 39-1S-31-4413-000-000

Property Size: 3.34(+/-) acres

From: R-3/C-1, One-Family and Two-Family District,
(cumulative) Medium Density and Retail Commercial
District (cumulative) (25 du/acre)

To: C-1, Retail Commercial District (cumulative) (25
du/acre)

FLU Category: MU-U, Mixed Use Urban

Commissioner District: 1

Requested by: Derrell Slaughter, Owner

Planning Board Approval

Recommendation:

Speakers: Derrell Slaughter

3. Case No.: Z-2013-19

Address: 3219 Stefani Rd

Property Reference No.: 38-1N-31-4301-000-000

Property Size: 3.04 (+/-) acres

From: VR-1, Villages Rural Residential District (Gross
Density one du/four acres)

To: V-1, Villages Single Family Residential District
(Gross Density one du/acre)

FLU: MU-S, Mixed - Use Suburban

Commissioner District: 5

Requested by: Randall & Mary Susan Goad, Owner

Planning Board Approval

Recommendation:

Speakers: Randall Goad

2. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on October 7, 2013 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map.

That the Board of County Commissioners approve for transmittal to the Department of Economic Opportunity (DEO) the Large Scale Map Amendment (LSA) 2013-01. At the October 7, 2013 Planning Board meeting, the Board recommended approval to the BCC.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

Thursday, November 21, 2013

5:45 p.m. - A Public Hearing - CIE Annual Update

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Florida Forest Service Annual Report - George Touart, Interim County Administrator

That the Board accept, for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2012-2013, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

2. Recommendation Concerning the Escambia County Health Facilities Authority Appointment - George Touart, Interim County Administrator

That the Board amend its action of October 3, 2013, approving the appointment of Linda T. Miragliotta to the Escambia County Health Facilities Authority, effective October 3, 2013, through October 2, 2017, to change the termination date to August 21, 2017, to coincide with the termination date of the term of Heber Christopher Brooks, Sr., per the request of Paula Drummond, Executive Director and General Counsel of the Escambia County Health Facilities Authority.

3. Recommendation Concerning Community Redevelopment Agency Chairman and Vice Chairman Appointments - Keith Wilkins, Community & Environment Department Director

That the Board ratify the October 17, 2013, action of the Community Redevelopment Agency (CRA) designating Commissioner Lumon J. May to serve as Chairman and Commissioner Gene M. Valentino to serve as Vice Chairman of the CRA. The terms will begin upon ratification and coincide with the appointments of the Chairman and Vice Chairman of the Board of County Commissioners.

4. Recommendation Concerning the Scheduling of a Public Hearing to Adopt the Florida Department of Environmental Protection's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes - Keith Wilkins, Community & Environment Department Director

That the Board authorize the scheduling of a Public Hearing on November 21, 2013, at 5:31 p.m., to consider adoption of an Ordinance Adopting the Florida Department of Environmental Protection's (FDEP) Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes.

5. Recommendation Concerning the Requests for Disposition of Property for the Office of the Clerk of Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the two Request of Disposition of Property Forms for the Office of the Clerk of Court and Comptroller, for property which is to be auctioned or properly disposed of, all of which is described and listed on the Forms with the Agency and reason stated.

6. Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request of Disposition of Property Form for the Office of the Clerk of Court and Comptroller for property which is to be disposed of and is described and listed on the Form with the Agency and reason stated.

7. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Veteran's Remembrance Ceremony - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the outdoor veteran's remembrance ceremony being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, November 9, 2013, from 11:00 a.m. to 11:59 p.m.

8. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display Launched from a Floating Platform Near the Portofino Pier on Pensacola Beach - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by Portofino Island Resort and launched from a floating platform near the Portofino Pier on Pensacola Beach, from 11:59 p.m., December 31, 2013, to 12:10 a.m., January 1, 2014.

9. Recommendation Concerning Reappointments/Appointment to the Contractor Competency Board - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning ten reappointments and one new appointment to the Escambia County Contractor Competency Board:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures;

B. Reappoint, retroactively, the following three members, for a three-year term, effective October 1, 2012, through September 30, 2015:

1. David Lee Schwartz, Retired (Swimming Pool Contractor);
2. Victor Carl Wallace, Wallace Sprinkler & Supply, Inc. (Irrigation/Sprinkler Contractor); and
3. James F. Lee, Whitman & Whitman Insurance (Lay Person);

C. Reappoint, retroactively, the following six members, for a three-year term, effective May 1, 2012, through April 30, 2015:

1. James Trice Dukes, Summit Bank NA (Lay Person);
2. Leroy White, Leroy White Construction, Inc. (Building Contractor);
3. Verris "Mac" Magee, Master Gas Contractor, Expert Heating, A/C & Refrigeration, Inc. (Mechanical Contractor);
4. Sam Menezes, Pensacola Christian College (Master Plumbing Contractor);
5. James B. Reynolds, Retired (General Contractor); and
6. Michael E. Batchelor, Batchelor's Incorporated Roofing Contractors (Roofing Contractor);

D. Reappoint, retroactively, John H. Matthews, Retired (Lay Person), for a three-year term, effective June 7, 2013, through June 6, 2016; and

E. Appoint Erwin D. Waters, State Certified General Contractor, for a three-year term, effective November 7, 2013, through November 6, 2016.

10. Recommendation Concerning Reappointments to the Board of Electrical Examiners - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning five reappointments to the Board of Electrical Examiners:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

B. Reappoint, retroactively, the following five members for a three-year term, effective May 1, 2012, through April 30, 2015:

1. David R. Hawkins, Gulf Power Company (Lay Person);
2. Thomas J. McElhany, McElhany Electric Company, Inc. (State Certified Electrical Contractor);
3. James E. Simmons, James E. Simmons Electric Co. (Escambia County Licensed Electrician);
4. John D. Scapin, II, Scapin Electric Company (State Certified Electrical Contractor); and
5. Joseph W. Moore, Jr., P.E., H.M. Yonge & Associates, Inc. (Active Consulting Electrical Engineer).

11. Recommendation Concerning the Florida-Alabama Transportation Planning Organization Membership Reapportionment Plan - Gene M. Valentino, District Two

That the Board adopt a Resolution endorsing the Florida–Alabama Transportation Planning Organization (TPO) Membership Reapportionment Plan for the Pensacola Florida–Alabama Urbanized area.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Budget Amendment #309 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #309, Development Review Fees Fund (116), Fire Protection Fund (143), Bob Sikes Toll Fund (167), and Transportation Trust Fund (175) in the amount of \$23,125, to cover personnel shortages in Development Review, Fire Services, Bob Sikes Toll Administration, and Engineering.

2. Recommendation Concerning Supplemental Budget Amendment #016 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #016, General Fund (001) and Article V Fund (115) in the amount of \$54,397, to recognize a transfer of funds from the General Fund, and to appropriate these funds for a Mental Health Case Manager position for Court Administration as part of the Jail transition for Fiscal Year 2013-2014.

3. Recommendation Concerning Supplemental Budget Amendment #020 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #020, General Fund (001) and the Community Redevelopment Fund (151) a reduction in the amount of \$40,986, to recognize an adjustment to the Escambia County Tax Increment Financing (TIF) Districts. This adds \$88,796 to reserves for operating and reduces \$40,986 for the County TIF Areas, as well as, reducing \$47,810 in the allocation to the City TIF Areas based on the final certification of property values.

4. Recommendation Concerning Supplemental Budget Amendment #024 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #024, Local Option Sales Tax III (LOST III) Fund (352) in the amount of \$2,364,522, to recognize proceeds from the State of Florida Fish and Wildlife Conservation Commission (FWC), and to appropriate these funds for land acquisition for recovery and management of the Perdido Key beach mice.

5. Recommendation Concerning Budget Amendment #028 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #028, Jail Inmate Commissary Fund (111) in the amount of \$102,078, to recognize a reallocation of operating funds for two positions associated with the Inmate Commissary portion of the Escambia County Jail. There are no new positions being created with this Budget Amendment.

6. Recommendation Concerning Supplemental Budget Amendment #029 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #029, Other Grants and Projects Fund (110) in the amount of \$236,374, to recognize proceeds from four State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2013 Homeland Security Subgrant Agreements, and to appropriate these funds for Public Safety activities related to hazardous materials, training, and facility security.

7. Recommendation Concerning the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Art, Culture, and Entertainment, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement between Escambia County and Art, Culture, and Entertainment, Inc:

A. Approve the Miscellaneous Appropriations Agreement in the amount of \$306,099, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105, Account 58201;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Order.

8. Recommendation Concerning the Surplus and Sale of Real Property Located at 2300 Gulf Beach Highway - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 2300 Gulf Beach Highway:

A. Declare surplus the Board's real property, Account Number 10-0632-000, Reference Number 35-2S-31-1000-013-079;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$43,299, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

9. Recommendation Concerning the Miscellaneous Appropriations Agreement for the Naval Aviation Museum Foundation, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement between Escambia County and Naval Aviation Museum Foundation, Inc.:

A. Approve the Miscellaneous Appropriations Agreement in the amount of \$100,000, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105, Account 58201;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Order.

10. Recommendation Concerning the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Escambia Community Clinics, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement between Escambia County and Escambia Community Clinics, Inc.:

A. Approve the Miscellaneous Appropriations Agreement in the amount of \$378,969, to be paid from the General Fund (001), Cost Center 110201, Account 58226;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Order.

11. Recommendation Concerning Payment to the City of Pensacola for Tennis Court Renovations at Armstrong Park - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning payment to the City of Pensacola for Tennis Court Renovations at Armstrong Park:

A. Approve payment to the City of Pensacola in the amount of \$50,000, for tennis court renovations at Armstrong Park; and

B. Approve any required Purchase Order necessary to make payment to the City.

[Funding Source: Fund 325, Local Options Sale Tax III, Cost Center 110267, Account 58101]

12. Recommendation Concerning the Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS County Grant Application for Fiscal Year 2013/2014, in the amount of \$30,881:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the State of Florida EMS Trust Fund, as the Escambia County Emergency Medical Services' Award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign the EMS County Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects Fund, Revenue Account 334221, Cost Center 330318]

13. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (Citizen Corps) - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-CC, allocating to Escambia County a Grant totaling \$11,200, for the period September 1, 2013, through September 30, 2014:

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

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

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

14. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (Domestic Security) - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract #14-DS-L5-01-27-01-XXX, allocating a Grant totaling \$209,156, through May 31, 2015:

A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating Grant funding that will be identified in Fund 110, Other Grants and Projects Fund, Cost Center to be determined, Revenue Account 334252;

B. Ratify the Chairman's signature, which was required prior to Board action to meet FDEM requirements; and

C. Authorize the Interim County Administrator to execute any Grant-related documents required to implement this Subgrant Agreement.

15. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (CERT) - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-CI, allocating to Escambia County a Grant totaling \$11,200 for the period September 1, 2013, through September 30, 2014:

A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Community Emergency Response Team (CERT) program, to be identified in Fund 110, Cost Center 330430, Revenue Account 334248;

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

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

16. Recommendation Concerning Residential Construction Mitigation Program State-Funded Grant Agreement with the State of Florida Division of Emergency Management and Funding Agreement with Rebuild Northwest Florida, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning award and implementation of the Residential Construction Mitigation Program (RCMP) State-Funded Grant Agreement with the State of Florida Division of Emergency Management (FDEM) and Funding Agreement with Rebuild Northwest Florida, Inc. (Rebuild):

A. Acknowledge, for the Official Record, award of the RCMP State-Funded Grant for Project #RCMP2014-002, in the amount of \$150,000, by the FDEM;

B. Approve and ratify the Chairman's execution of the RCMP State-Funded Grant Agreement between the County and FDEM, in the amount of \$150,000, providing requirements for expenditure of the funds to further hurricane hardening and residential mitigation activities in Escambia County;

C. Approve the Funding Agreement between Rebuild Northwest Florida, Inc., and Escambia County, Florida, in the amount of \$150,000, providing for implementation of the RCMP Grant in conjunction with Rebuild's ongoing residential mitigation initiative; and

D. Authorize the Chairman to execute the Agreement with Rebuild Northwest Florida, Inc., and the Chairman or Interim County Administrator, as appropriate, to execute all Grant-related documents as required to receive the Grant funds, implement the project, and complete project related activities.

[Funding: Fund 110/Other Grants and Projects, Cost Center 220420)

17. Recommendation Concerning the Conveyance of Real Property Located at 2615 North 6th Avenue to AMR at Pensacola, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the conveyance of real property located at 2615 North 6th Avenue:

A. Rescind the (*following*) Board's action of September 6, 2012, concerning the conveyance of real property to AMR at Pensacola, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

1. Declaring surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

2. Adopting the new Resolution (R2012-124) authorizing the conveyance of this property to AMR at Pensacola, Inc., using Escambia County's Surplus Property Disposition for Affordable Housing Development Program;

3. Approving the sale price of \$1.00, plus closing costs, for the 2615 North 6th Avenue property; and

4. Authorizing the Chairman to execute the Resolution and all documents related to the sale; and

B. Acknowledge that Pensacola Habitat for Humanity, Inc. (Habitat) has agreed to purchase the property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094, and a Recommendation to sell the subject property to Habitat, as allowed under Escambia County's Surplus Property Disposition for Affordable Housing Development Program, will be submitted for approval at a future Board Meeting.

18. Recommendation Concerning Approval of Amendment #1 to HUD Neighborhood Stabilization Program 3 Subrecipient Agreement with Area Housing Commission - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding Amendment #1 to the Escambia County Neighborhood Stabilization Program 3 (NSP3) Subrecipient Agreement with Area Housing Commission (AHC):

A. Approve Amendment #1 to the Subrecipient Agreement with AHC to incorporate additional Fund 124 and AHC funding of \$140,000 (increasing the total project funding from \$170,000 to \$310,000) 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 Amendment and all related documents required to implement the Project.

[Funding: Fund 129/NSP, Cost Center 220507, Fund 124/Housing, Cost Center 220406 & Area Housing Commission Funds]

19. Recommendation Concerning a Resolution Supporting the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event:

A. Adopt the Resolution supporting the Solid Waste Annual Dump Dash 5K and Thrash-A-Thon Fundraiser Event as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 101, Escambia County Restricted Fund, Cost Center 230317, Solid Waste Fund Raiser]

20. Recommendation Concerning the Sauflay Field Road C&DD Landfill Closure and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Declaration to the Public Regarding Closure of Solid Waste Landfill: Sauflay C&D Disposal Facility:

A. Approve the Declaration to the Public Regarding Closure of Solid Waste Landfill: Sauflay C&D Disposal Facility; and

B. Authorize the Chairman to execute the Declaration.

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

21. Recommendation Concerning Staffing at the Escambia County Health Clinic - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve Concentra's proposal to add a full-time Medical Assistant to the Escambia County Employee Health Clinic on or after November 9, 2013, to support increased clinic utilization by employees and their dependents.

The Escambia County Health Clinic opened in January 2011. Since then, the volume of patients has increased from an average of 408 patients per month to an average of 642 patients per month. Over 60% of the patients seen by the clinic are urgent care (unscheduled). The clinic conducts all new hire physicals and annual firefighter physicals/respiratory fittings. Preliminary work for all visits is done by the Medical Assistants and includes check in, vision, vitals, blood draws, drug screens, and other services necessary to prepare the patient to be seen by the Physician or Physician Assistant.

[Funding: Fund 501, Internal Service Fund, an additional Medical Assistant costs \$65,000, including salary, benefits, taxes, licensing, and professional liability insurance]

22. Recommendation Concerning Acceptance of Donation of Two Parcels of Real Property for Road Right-of-Way and Drainage Easement on East Olive Road from Joseph R. Russo - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of two parcels of real property located at 2890 East Olive Road, from Joseph R. Russo, for road right-of-way and drainage easement:

A. Accept the donation of two parcels of real property located at 2890 East Olive Road, from Joseph R. Russo, for road right-of-way (3,062.328 square feet) and drainage easement (747.706 square feet), for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty Deed and the Drainage Easement as of the day of delivery of the Warranty Deed and Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

23. Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property on East Olive Road from the Estate of Opal F. Varnadore - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property located at 2311 East Olive Road from the Estate of Opal F. Varnadore:

A. Accept the donation of a parcel of real property, 93.074 square feet, located at 2311 East Olive Road from the Estate of Opal F. Varnadore, for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

24. Recommendation Concerning the Acquisition of Real Property Located at 11790 Mobile Highway from Ricky and Traci Herndon - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property located at 117900 Mobile Highway from Ricky and Traci Herndon:

A. Approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase between Ricky and Traci Herndon and Escambia County for the acquisition of real property located at 11790 Mobile Highway;

B. Approve the waiver of any objection to Exemption 14 in Schedule B-Section 2 of the title commitment regarding the Florida Department of Transportation right-of-way on Mobile Highway.

[Funding Source: Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects, Object Code 56101, Project 08NE0018, "Boat Ramps"]

25. Recommendation Concerning the Acquisition of Real Property Located on Johnson Avenue from Donald S. and Robbie S. Brantley - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase between Donald S. and Robbie S. Brantley and Escambia County for the acquisition of real property located on Johnson Avenue.

Board action of September 5, 2013, authorized staff to make an offer of \$48,000 to the Brantleys to purchase a parcel of real property (Parcel "B") that they own on Johnson Avenue near the intersection of Olive Road and Johnson Avenue. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

[Funding Source: Fund 352, "LOST III," Account 210109/56101/56301, Project 10EN0363]

26. Recommendation Concerning the Not Exceeding \$12,000,000 Escambia County, Florida, Capital Improvement Revenue Note, Series 2013 - Richard Lott, Partner, McGuireWoods, LLP

That the Board adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of a not exceeding \$12,000,000 Capital Improvement Revenue Note, Series 2013, approving the loan to the County from STI Institutional & Government, Inc. (the "Lender"), the terms of the loan to the County established therein, and approving the 2013 Project.

III. For Discussion

1. Discussion Concerning NOLFX - George Touart, Interim County Administrator
2. Recommendation Concerning an Appointment to the Human Services Appropriations Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding an appointment to the Human Services Appropriations Committee (HSAC), maintained by the United Way of Escambia County, Inc.:

A. Approve the appointment of Terrence "Terry" William Brotherton to the HSAC for a three-year term, effective November 7, 2013, through November 6, 2016;

OR

B. Approve the appointment of Paul C. Vincent to the HSAC for a three-year term, effective November 7, 2013, through November 6, 2016.

The two individuals representing the Escambia County Board of County Commissioners on the HSAC are appointed by majority vote of the Board of County Commissioners (BCC). With the expiration of Dr. Neil Carter Davis' term on November 3, 2013, there is currently one BCC vacancy on the HSAC.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning SHI / Microsoft / Volume Licensing and Program Signature Form

That the Board take the following action:

A. Rescind the Boards' action of September 24, 2013, from the Supplemental County Attorney's Report Item 1. "B" (Resume attached); and

B. Approve and authorize the Chairman to execute the Microsoft / Volume Licensing Program Signature Form.

2. Recommendation Concerning the Interlocal Agreement between Santa Rosa County and Escambia County for the Expenditure of Local Government Infrastructure Surtax Proceeds.

That the Board approve and authorize the Chairman to execute the Interlocal Agreement between Santa Rosa County and Escambia County for the expenditure of local government infrastructure surtax proceeds.

3. Recommendation Concerning Florida Institute for Human and Machine Cognition (IHMC)

That the Board take the following action concerning the Florida Institute for Human and Machine Cognition (IHMC):

A. Accept and acknowledge for the Board's records the following documents, in substantially the attached form, but subject to minor amendments and legal sign-off:

1. The Memorandum of Agreement;
2. The Ground Lease;
3. The Special Warranty Deed;
4. The Closing Statement;
5. The Owner's Affidavit, Non-Foreign Affidavit and Request for Taxpayer Identification Number;
6. The Environmental Indemnity Agreement;
7. The Title Commitment;
8. The letter from the Appraiser (the full appraisal is available in the County Attorney's Office upon request);
9. The Checklist for Acquisition of Real Property; and

B. Authorize the Chairman to execute the above-referenced documents,

where necessary, in order to conclude the transaction with the IHMC; and

C. Authorize the County Attorney to process and the Chairman to execute, where necessary, any other documents necessary to conclude the transaction with IHMC.

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5181

Proclamations 6.

BCC Regular Meeting

Meeting Date: 11/07/2013

Issue: Adoption/Ratification of Proclamations

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

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

- A. Adopt the Proclamation commending and congratulating Pat Chunn on her selection as the "Employee of the Month" for November 2013;
- B. Adopt the Proclamation proclaiming November 16 - 24, 2013, as "National Hunger and Homelessness Awareness Week" and encouraging all citizens to recognize that many people do not have housing and need support from citizens and private and public nonprofit service entities;
- C. Adopt the Proclamation honoring and congratulating Mrs. Lois M. Stewart on reaching the age of 100 and extending best wishes to her for continued good health and happiness;
- D. Adopt the Proclamation commending the leaders and members of First Pentecostal Church of Pensacola for the testimony of truth and love of Jesus Christ they have exhibited to the community and for the myriad outreach efforts they have provided to the community over the years and extending congratulations to First Pentecostal Church of Pensacola on its 80th Anniversary of ministry to the community;
- E. Ratify the Proclamation dated October 11, 2013, extending a warm welcome to Senator Dwight M. Bullard upon the occasion of his visit to Escambia County, Florida; and
- F. Ratify the Proclamation dated October 31, 2013, extending to the Great Gulfcoast Arts Festival, Inc., its many thanks for such stellar contributions to the advancement of the arts within our community and inviting citizens to participate in these activities.

BACKGROUND:

On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of \$250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

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

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

BUDGETARY IMPACT:

The Employee of the Month Award Program will cost \$250 per month; the Employee of the Year Award Program will cost \$500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees.

IMPLEMENTATION/COORDINATION:

The Human Resources Department and the County Administrator's Office will work together to coordinate this program.

Attachments

Proclamations

PROCLAMATION

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

WHEREAS, Pat Chunn, a Director's Aide in the Community & Environment Department, began her employment with the County on March 1, 2009, and is selected for "Employee of the Month" for November 2013, for the standards of excellence that she has displayed in the performance of her duties; and

WHEREAS, as a Director's Aide, Mrs. Chunn supports the Community & Environment Department Director, the Water Quality and Land Management Division, and the Marine Resources Division and provides administrative guidance to five other Divisions; and

WHEREAS, Mrs. Chunn is responsible for all Community & Environment Department human resources activities and for insuring compliance with County Policies. She also coordinates the Community & Environment Department Employee Recognition Program for the seven Divisions; and

WHEREAS, Mrs. Chunn has been assigned the duty of providing support services for the RESTORE Act Advisory Committee, which meets twice a month, including: Agenda preparation, taking the Minutes, web posting coordination, public notice coordination, and communications; and

WHEREAS, Mrs. Chunn is the consummate professional. Handling confidential and sensitive information professionally, she always takes the positive high road and never complains about the broad range of her role singly supporting all administration for ten employees, five interns, as well as, her role supporting the seven Community & Environment Department Divisions; and

WHEREAS, Mrs. Chunn was unanimously selected by the Community & Environment Department Division Managers to receive the Community & Environment Department Employee of the Quarter Award for her unfailing support for all the Department employees, her professionalism, and for selflessly and consistently rising to the occasion for others.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mrs. Pat Chunn on her selection as the "Employee of the Month" for November 2013.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

**Lumon J. May, Vice Chairman
District Three**

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

Deputy Clerk

Adopted: November 7, 2013

PROCLAMATION

WHEREAS, for the past several years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored "National Hunger and Homelessness Awareness Week"; and

WHEREAS, the purpose of this Proclamation is to educate the public about the many reasons people are hungry and homeless, which includes a shortage of affordable housing in Escambia County, Florida, for very low-income residents and to encourage support for homeless assistance service-providers, as well as, support for community service opportunities for students and school service organizations; and

WHEREAS, there are many organizations, including the Waterfront Rescue Mission and the EscaRosa Coalition on the Homeless, committed to providing shelter, supportive services, meals, and food supplies to the homeless; and

WHEREAS, the theme of "National Hunger and Homelessness Awareness Week" 2013 is "Bringing America Home"; and

WHEREAS, the Board of County Commissioners recognizes that hunger and homelessness continue to be a serious problem for many individuals and families in Escambia County; and

WHEREAS, the intent of "National Hunger and Homelessness Awareness Week" is consistent with the activities of the Waterfront Rescue Mission and the EscaRosa Coalition on the Homeless.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims November 16-24, 2013, as

"NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK"

BE IT FURTHER PROCLAIMED, that the Board of County Commissioners encourages all citizens to recognize that many people do not have housing and need support from citizens and private and public nonprofit service entities.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

*Lumon J. May, Vice Chairman
District Three*

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: November 7, 2013

PROCLAMATION

WHEREAS, the Board of County Commissioners recognizes that a Centenarian is a person who has attained the age of 100 years or more of life, and the community is enriched by Centenarians. It is a great distinction for Mrs. Lois M. Stewart to celebrate 100 years of life; and

WHEREAS, Mrs. Lois M. Stewart was born on October 18, 1913, in Altha, Florida, to William Jesse Peacock and Martha Jane Alexander, was married to Garland M. "Pete" Stewart, and raised three children, Wally Stewart, Dianne Turner, and Jane Redmond; and

WHEREAS, she began volunteering in the 1950s when her husband was stationed in Bermuda. After the passing of her husband in 1988, she started volunteering at the Naval Hospital in Pensacola, Florida. In 1991, she began volunteering at West Florida Hospital where even now, every Friday she continues her voluntary service by carrying one or two tote bags full of baked goodies for the doctors, nurses, and others to enjoy. Mrs. Stewart has been featured in the Pensacola News Journal as the "Cake Lady"; and

WHEREAS, Mrs. Stewart is loved and admired by everyone she meets and has never met a stranger. She is always thinking of ways to help others, especially through her cooking and baking. Mrs. Stewart has set a wonderful example of unconditional love for her family and friends by always placing the needs of others above her own; and

WHEREAS, she is happier when helping others and never stops thinking about what she can do for someone else. A quote by Albert Schweitzer best describes how Mrs. Stewart has chosen to live her life, "The only ones among you who will really be happy are those who will have sought and found how to serve"; and

WHEREAS, Centenarians are among the fastest-growing segment of our population and create a link to our history. Mrs. Stewart lauds the spirit, inspiration, and endurance represented by one of our oldest residents and is a valued member of our community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, honors and congratulates Mrs. Lois M. Stewart on reaching the age of 100 and extends best wishes to her for continued good health and happiness.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: November 7, 2013

PROCLAMATION

WHEREAS, from its humble beginnings in a tent erected on "O" Street in 1933, to the beautiful facility that stands today at 6500 North "W" Street, First Pentecostal Church of Pensacola has been an enduring and unwavering light of the Gospel of Jesus Christ for 80 years; and

WHEREAS, the late Reverend D. L. Welch, the church's founder, and his wife Lottie began the work of growing the church in the midst of the Great Depression and, with faith and steadfastness, took it through several building programs as the congregation grew; and

WHEREAS, in 1956, along with his wife Shirley, the Reverend Paul Welch joined his father in Pensacola as Associate Pastor. He eventually became Pastor and continued the building program of the church with the construction of an 800-seat auditorium connected to the old sanctuary, followed by the construction in 1995 of the current church in which the congregation presently worships; and

WHEREAS, in 2000, Pastor Brian Kinsey and his wife Lanette joined the ministry team at First Pentecostal Church of Pensacola. Pastor Kinsey became Senior Pastor in 2007; and

WHEREAS, blessing the congregation with unsurpassed continuity in doctrine and truth, First Pentecostal Church of Pensacola has had only three pastors in its 80-year history.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends the leaders and members of First Pentecostal Church of Pensacola for the testimony of truth and love of Jesus Christ they have exhibited to the community and for the myriad outreach efforts they have provided to the community over the years.

BE IT FURTHER PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to First Pentecostal Church of Pensacola on its 80th Anniversary of ministry to the community.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

Wilson B. Robertson, District One

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: November 7, 2013

PROCLAMATION

WHEREAS, Senator Dwight M. Bullard is a Democratic member of the Florida State Senate, representing since 2012 the 39th District, which includes all of Hendry and Monroe Counties and parts of Collier and Miami-Dade Counties; and

WHEREAS, Senator Bullard was born in Philadelphia, Pennsylvania, and moved to Florida in 1981. He attended Florida A&M University and graduated with a degree in History Education in 1999; and

WHEREAS, Senator Bullard comes from a family of elected officials. His father, Edward B. Bullard, served in the Florida House of Representatives from 2000 to 2008, and his mother, Larcenia Bullard, served in the Florida House of Representatives from 1992 to 2000 and in the Florida State Senate from 2002 to 2012; and

WHEREAS, Senator Bullard is very active in his public service. He is a member of the Education Committee "Democratic Ranking Member," Agriculture & Natural Resources Subcommittee, the Criminal Justice Subcommittee, the Higher Education Appropriations Subcommittee, and the K-20 Competitiveness Subcommittee; and

WHEREAS, Senator Bullard will be in Pensacola, Florida, on October 11, 2013, for a Town Hall Meeting, sponsored and presented by the Coalition for Justice of Northwest Florida, and will speak on Voting Rights, Local and State Law Enforcement – "Excessive Use of Force and Misconduct," and Legislative Updates.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends a warm welcome to Senator Dwight M. Bullard upon the occasion of his visit to Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Lumon J. May, Vice Chairman
District Three

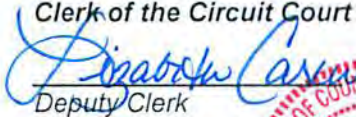
Gene M. Valentino, Chairman, District Two

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court


Deputy Clerk

Dated: October 11, 2013



PROCLAMATION

WHEREAS, the Great Gulfcoast Arts Festival (GGAF), Inc., is a volunteer, non-profit organization established 41 years ago to create an environment for furthering appreciation of the arts by the entire community; and

WHEREAS, from conception to present, the GGAF has been enabled solely by volunteers. At the end of each calendar year, any profits are distributed within the community by a Grant process benefiting students or organizations for use specifically in artistic endeavors; and

WHEREAS, there are six components of the GGAF. The first is the "Juried Art Show," which has been consistently ranked in the Top 50 Nationwide and comprised of approximately 200 artists from the United States and abroad; and

WHEREAS, the second component is the "Children's Arts Festival," which is a scaled-down version of the overall GGAF. This features hands-on exhibits promoting artistic creativity, music, stage productions, and a student art show; and

WHEREAS, the third is the "Very Special Day," which is a three-day event and in the past has hosted approximately 400 special needs children. The children are bused in at the GGAF's expense for a hands-on arts experience. Each child has a dedicated GGAF volunteer to guide them through the fair; and

WHEREAS, the "Heritage Arts" is yet another component. It consists of 50 artisans promoting the handed-down arts and crafts of our nation. This year the GGAF will honor and recognize three Florida Folklife Heritage Art recipients, who have been recognized by the State of Florida for their contributions. The GGAF's tribute to this group is titled "The Living Culture" Award; and

WHEREAS, the fifth component is the "Main Stage," which is alive throughout the festival's three-day event with talent that spans the musical genre; and

WHEREAS, last but not least is the "Performing Arts Stage." In keeping with the recognition of "the Living Culture" Award of the Heritage Arts, and in honor of Viva Florida 500, the GGAF is bringing in special guest artists "Flamenco Puro" from Miami who will give master class productions representative of our Spanish Heritage. Also, representatives of many art forms and ethnic backgrounds will perform as well.

NOW, THEREFORE BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends to the Great Gulfcoast Arts Festival, Inc., its many thanks for such stellar contributions to the advancement of the arts within our community and invites citizens to participate in these activities.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA


Gene M. Valentino, Chairman, District Two

Lamon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL


Deputy Clerk

Dated: October 31, 2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5235

Written Communication 7. A.

BCC Regular Meeting

Meeting Date: 11/07/2013

Issue: Partial Release for Environmental (Code) Enforcement Lien 6 Rowland Court

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

July 2, 2013 - Email Communication from Greg Rideout, Acura Title Company, requesting the Board approve a partial release of a Code Enforcement Lien attached to property located at 6 Rowland Court.

Recommendation: That the Board review and consider lien relief request made by Greg Rideout, Acura Title Company, against property located at 6 Rowland Court.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

On August 8, 2013 the Board heard the request made by Greg Rideout concerning a partial release for an Environmental (Code) Enforcement lien attached to 6 Rowland Court. The Board voted to collect hard cost in the amount of \$4,097.00 (not including filing fees). The owner had 60 days to pay the lien or set up a payment plan. Neither action was taken.

The Office of Environmental Enforcement received an e-mail on October 22, 2013 stating the amount was not paid due to some confusion between owner and their REO management company. Mr. Rideout stated the owner was ready and willing to pay the approved amount of \$4,097.00 if the Board would allow them.

Because the owner missed the required time line of 60 days to pay the lien the Board must vote and approve their request again.

See attached documents.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement lien: 4000 1/2 Kelly Avenue

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$27,900.00

C. Abatement Cost: \$2,997.00

TOTAL \$31,997.00

The itemized costs shown in the code enforcement lien: 107 Jardine

A. Administration Cost: \$1,100.00

B. Daily Fines: Accruing at \$250.00 per day

TOTAL ? Active Special Magistrate Order

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

6 Rowland Court

Sandra F Slay

From: Stephen G. West
Sent: Wednesday, October 23, 2013 8:17 AM
To: Sandra F Slay
Cc: Heather Mahoney; Tara D. Cannon
Subject: RE: Partial release. 6 Rowland/4000 Kelly Ave Aug. 8th BCC meeting

Sam:

I do not see a partial release recorded, so it does not appear that the hard costs have been paid. The BCC policy requires the person who receives relief to pay within 60 days. Otherwise, they lose the relief.

From: Sandra F Slay
Sent: Wednesday, October 23, 2013 7:53 AM
To: Greg Rideout
Cc: Stephen G. West; Heather Mahoney
Subject: RE: Partial release. 6 Rowland/4000 Kelly Ave Aug. 8th BCC meeting

Steve and Heather,

I brought before the Board a request for lien reduction/forgiveness on Aug. 8th. The board voted to collect hard cost in the amount of \$4,093.00.

I need to know if its been paid and if not is the Board decision still good for the owner to pay off now?

Thanks for your help on this issue.
Sam

From: Greg Rideout [<mailto:grideout@acuratitle.com>]
Sent: Tuesday, October 22, 2013 3:00 PM
To: Sandra F Slay
Subject: RE: Partial release.

Sandra,

Have you heard anything? The initial relief was to be paid in 60 days. Apparently there was a mixed with the owner's REO management company and the asset company that was going to handle this. So what I need to know is the relief amount still good or does it have to go back in front of the board? The owner is ready to pay. Thanks for your help.

Greg Rideout
Acura Title Co.
14802 N. Dale Mabry Hwy.
Suite 202
Tampa, FL. 33618
813-963-5560 x 246
813-963-5674 (fax)

From: Sandra F Slay [<mailto:SFSLAY@co.escambia.fl.us>]
Sent: Monday, October 14, 2013 11:50 AM
To: Greg Rideout
Subject: RE: Partial release.

Not sure if the owner has 30 days or sixty days to take advantage of the lien relief. I've copied our Assistant County Attorney Steve West to verify that time line.

If I can be of further assistance please let me know.

Sandra

From: Greg Rideout [<mailto:grideout@acuratitle.com>]
Sent: Thursday, October 10, 2013 9:41 AM
To: Sandra F Slay
Subject: RE: Partial release.

Sandra,

The owner has received a contract for the sale of this property. I do not have any information if the seller ever remitted the amount to release the lien. If not, is the below relief still applicable? We are attempting to close this transaction by the end of the month. I appreciate your time and look forward to your response.

Greg Rideout
Acura Title Co.
14802 N. Dale Mabry Hwy.
Suite 202
Tampa, FL. 33618
813-963-5560 x 246
813-963-5674 (fax)

From: Sandra F Slay [<mailto:SFSLAY@co.escambia.fl.us>]
Sent: Friday, August 09, 2013 12:38 PM
To: Greg Rideout
Subject: RE: Partial release.

Good morning Mr. Rideout,

The Board of County Commissioners voted to provide you lien relief provided your company (owner) pays all hard cost associated with the lien. The total amount due will be approximately \$4,093.00. This can be paid through the Clerk of Court and does not include filing cost.

If I can be of further assistance please let me know.
Sandra

From: Greg Rideout [<mailto:grideout@acuratitle.com>]
Sent: Tuesday, July 02, 2013 12:36 PM
To: Sandra F Slay
Subject: Partial release.

Sandra,

We are handling a file for our client. The property address is 6 Rowland Court, Pensacola. Our client (the mortgage holder) took title by foreclosure. The property was previously owned by Daniel Neumann. Our title search picked up an order for a violation of the counties ordinances. The case # is CE 09-11-00801 and the location was 4000 Kelly Avenue. At this time our client is in the process of selling this home and is requesting a partial release of their subject property from the lien created by this notice. I have attached a copy of the order and the Certificate of Title. If you have any questions or need additional information, please let me know. Thank you for your time.

Greg Rideout
Acura Title Co.
14802 N. Dale Mabry Hwy.
Suite 202
Tampa, FL. 33618
813-963-5560 x 246
813-963-5674 (fax)

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4697

Written Communication 7.

BCC Regular Meeting

Meeting Date: 08/08/2013

Issue: Partial Release for Environmental (Code) Enforcement Lien 6
Rowland Court

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

A handwritten signature in black ink, appearing to read "Eric Jones", is written over the "CAO Approval:" label and extends across the line.

RECOMMENDATION:

July 2, 2013 - Email communication from Greg Rideout, Acura Title Company, requesting the Board approve a partial release of a Code Enforcement Lien attached to property located at 6 Rowland Court.

Recommendation: That the Board review and consider lien relief request made by Greg Rideout, Acura Title Company, against property located at 6 Rowland Court.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

November 30, 2009 the Office of Environmental Enforcement received a complaint on 4000 1/2 Kelly Avenue for overgrowth, trash, debris and dilapidated structure. Officer investigated complaint and found code violations. Officer posted property with notice of violation and requested letter be sent to owner.

Owner received notice of violation on December 7, 2009.

On December 10, 2009 Officer reinspected property and found no improvements. No permits were pulled. January 7, 2010 Officer conducted follow up inspected and observed no improvements. Title search was requested and reveals owner as Daniel A. Nuemann.

February 2, 2010 Officer made contact with owner and discussed violations and means of abatement. March 13, 2010 a follow up inspected was conducted and officer observed no changes. Officer requested special magistrate hearing.

Hearing notice was sent both regular and certified mail. Hearing notice returned marked "Unclaimed". On April 14, 2010 Officer made contact with realtor and discussed date and time of hearing.

April 27, 2010 Hearing held and owner found to be in violation. \$1,100.00 court cost was awarded to the county. Deadline of May 5, 2010 was given with a \$100.00 per day fine.

Copy of order sent to owner both regular and certified mail and was received by owner on May 3, 2010.

May 19, 2010 A follow up inspection was conducted and violations remained. Non-compliance letter was sent to the owner both regular and certified mail. Letter was received by the owner on June 10, 2010.

Property was put out for bids and abated by the county on February 8, 2011 in the amount of \$2,997.00

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$27,900.00

C. Abatement Cost: \$2,997.00

TOTAL \$31,997.00

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

6 Rowland Court

Sandra F Slay

From: Greg Rideout [grideout@acuratitle.com]
Sent: Tuesday, July 02, 2013 12:36 PM
To: Sandra F Slay
Subject: Partial release.
Attachments: 6 order_2013_07_02_13_32_21_620.pdf; 6 ct_2013_07_02_13_38_10_837.pdf

Sandra,

We are handling a file for our client. The property address is 6 Rowland Court, Pensacola. Our client (the mortgage holder) took title by foreclosure. The property was previously owned by Daniel Neumann. Our title search picked up an order for a violation of the counties ordinances. The case # is CE 09-11-00801 and the location was 4000 Kelly Avenue.

At this time our client is in the process of selling this home and is requesting a partial release of their subject property from the lien created by this notice. I have attached a copy of the order and the Certificate of Title. If you have any questions or need additional information, please let me know. Thank you for your time.

Greg Rideout
Acura Title Co.
14802 N. Dale Mabry Hwy.
Suite 202
Tampa, FL. 33618
813-963-5560 x 246
813-963-5674 (fax)



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 4000 ½ Kelly Avenue
Property Owner: Daniel A. Neumann
Original Complaint: Overgrowth, trash, debris and dilapidated house
EE Case #: CE091100801

- 11/30/09** Received complaint for trash, overgrowth and burnt dilapidated house. Officer investigated complaint and observed trash, debris, overgrowth and a dilapidated house. Officer posted property with a copy of the notice of violation.
- 12/07/09** Notice of violation sent to owner via regular and certified mail. Letter was received and signed for by Beth Neumann.
- 12/10/09** Reinspection conducted. No progress and no permit pulled.
- 01/07/10** Reinspection conducted. No progress made. Title search ordered.
- 02/02/10** Officer made contact with owner and discussed violations and abatement.
- 03/16/10** No progress made. Officer requested hearing.
- 04/13/10** Notice of Hearing sent both regular and certified mail. Letter returned marked "Unclaimed" Posted property with copy of hearing notice on April 14, 2010. Officer made contact with realtor and advised them of date and time of hearing.
- 04/27/10** Hearing held. \$1,100.00 court cost awarded. Owner has until 05/05/10 to have overgrowth, trash and debris removed and to have structure demolished. \$100.00 per day fine issued against owner.
- 04/28/10** Copy of order sent both regular and certified mail to owner and was received on May 3, 2010 by owner.
- 05/19/10** Reinspection conducted and violations remain.
- 05/24/10** Non-compliance letter was mailed to owner both regular and certified mail. Letter was received by owner on June 10, 2010.
- 12/15/10** Pre-bid inspection conducted and violations remain.

02/08/11 Violations abated by the county in the amount of \$2,997.00

Lien Amount

Court Cost	\$1,100.00
Abatement Cost	\$2,997.00
Fines (\$100.00 per day 05/05/10 – 02/08/11)	<u>\$27,900.00</u>
TOTAL	\$31,997.00

This does not include interest.

Electronically Filed 05/30/2013 01:23:38 PM ET

~~IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT OF THE STATE OF~~
FLORIDA, IN AND FOR ESCAMBIA COUNTY
CIVIL DIVISION

CAPITAL ONE, N.A.,

Plaintiff,

vs.

CASE NO. 17-2011-CA-
001406

DANIEL A. NEUMANN; UNKNOWN SPOUSE OF
DANIEL A. NEUMANN; LETICIA P. OLEKSY;
UNKNOWN SPOUSE OF LETICIA P. OLEKSY; IF
LIVING, INCLUDING ANY UNKNOWN SPOUSE OF
SAID DEFENDANT(S), IF REMARRIED, AND IF
DECEASED, THE RESPECTIVE UNKNOWN HEIRS,
DEVISEES, GRANTEES, ASSIGNEES, CREDITORS,
LIENORS, AND TRUSTEES, AND ALL OTHER PERSONS
CLAIMING BY, THROUGH, UNDER OR AGAINST THE
NAMED DEFENDANT(S); UNKNOWN TENANT #1;
UNKNOWN TENANT #2;

Defendant(s).

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on May 29, 2013, for the property described herein and that no objections to the sale have been filed within the time allowed for filing such objections.

The following property in ESCAMBIA County, Florida, Parcel ID #08-2626-000 :

LOT 13, RESUBDIVISION OF LOT S, BLOCK G, NAVY POINT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 42, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

\$13,600.00

A/K/A
6 ROWLAND CT
PENSACOLA, FL 32507

Was sold to CAPITAL ONE, N.A., whose mailing address is:
7933 Preston Road, Bldg 1 Flr 2 Plano, TX 75024-2302

WITNESS my hand and official seal of the Court on this 11 day of June
2013. PAM CHILDERS, CLERK & COMPTROLLER



CLERK OF THE COURT

[Signature]
Deputy Clerk

cc:
Law Offices of Daniel C. Consuegra
9204 King Palm Drive
Tampa, FL 33619-1328
Attorneys for Plaintiff
All parties on Master Civil Service List

MASTER CIVIL SERVICE LIST

ATTORNEY FOR PLAINTIFF
LAW OFFICES OF DANIEL C. CONSUEGRA, P.L.
9204 KING PALM DR.
TAMPA, FL 33619
attorneynotice@consuegralaw.com

DANIEL A. NEUMANN
555 BLACK WATER CV NW
ATLANTA, GA 30328
UNKNOWN SPOUSE OF DANIEL A. NEUMANN N/K/A BETH A. NEUMAN
555 BLACK WATER CV NW
ATLANTA, GA 30328

LETICIA P. OLBKSY
2936 SW 91ST TERRACE
GAINESVILLE, FL 32608cc:

CURRENT RESIDENT(S)
6 ROWLAND CT, UNIT A
PENSACOLA, FL 32507

06-11-13 *[Signature]*

Recorded in Public Records 05/03/2010 at 04:47 PM OR Book 6587 Page 265,
Instrument #2010027831, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 05/03/2010 at 04:01 PM OR Book 6587 Page 154,
Instrument #2010027809, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#09-11-00801
LOCATION: 4000 Kelly Avenue 1/2
PR# 0928330-1460-250-002**

**Daniel A. Neumann
555 Black Water Cove
Atlanta, Georgia 30328**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
Daniel A. Neumann as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☐ 42-196 (d) Overgrowth

Certified to be a true copy of
the original on file in this office.
Witness my hand and official seal.
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: [Signature]
Date: 5/3/10



BK: 6587 PG: 266

BK: 6587 PG: 185

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☒ (o)
☐ (p) ☐ (q) ☒ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☒ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in
the premises; It is hereby ORDERED that: David A. Newman
shall have until 5/4/10, 2010 to correct the violation and to bring the violation
into compliance. Corrective action shall include:

BK: 6587 PG: 267

BK: 6587 PG: 156

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

BK: 6587 PG: 268

BK: 6587 PG: 157

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing 5/5/10, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1,100.00 are awarded in favor of Escambia County as the prevailing party against Amal to M. M. M. M.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 6587 PG: 269 Last Page

BK: 6587 PG: 158 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 27th day of April, 2010.


Jim Messer
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5236

Written Communication 7. B.

BCC Regular Meeting

Meeting Date: 11/07/2013

Issue: Lien Forgiveness Request for Environmental (Code) Enforcement Lien 6802 W. Jackson Street

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

October 7, 2013 - Communication from Jezebeth S. Clark requesting the Board forgive a Code Enforcement Lien attached to property located at 6802 West Jackson Street.

Recommendation: That the Board review and consider lien relief request made by Jezebeth S. Clark against property located at 6802 West Jackson Street.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request DOES fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Ms. Clark was sent two denial letters from Interim County Administrator George Touart dated October 7, 2013, and October 21, 2013. The owner continued to request to appear before the Board.

BACKGROUND:

First Case Summary: CE090201130

The Office of Environmental Enforcement received a complaint for trash and debris at 6802 W Jackson Street. Officer investigated the complaint and found violations. He posted the property with a notice of violation and mailed a notice to owner both regular and certified mail. Notice returned marked "Unable to forward".

Officer conducted a follow up inspection and violations remained at that time. Officer then referred case to summary abatement.

May 5, 2009 Officer Reber conducted a pre-bid inspection and released property for county

abatement.

August 4, 2009 Escambia County abated all violations in the amount of \$1,698.50.

Second Case Summary: CE101206789

The Office of Environmental Enforcement received a complaint for overgrowth, trash, debris, no active trash service and minor issues with the structure. Notice of violation was posted on property and mailed to owner both regular and certified mail. Notice was returned marked "Attempted Not Known".

December 27, 2010 trash service was obtained.

The officer conducted two follow up inspections on January 13, 2011 and February 1, 2011. Violations were present on both dates.

February 2011 officer requested property be scheduled for special magistrate hearing.

May 5, 2011 hearing held. County was awarded court cost of \$1,100.00. Owner was given a deadline of 6/30/11 to abate violation and a fine of \$50.00 per day if owner fails to abate violations. Copy of order was mailed to the owner.

On February 17, 2012 owner abated violations.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for 1st lien: CE090201130

Cost

A. Administrative Cost: \$18.50

B. Abatement Cost: \$1,680.00

TOTAL \$1,698.50

The itemized costs shown in the code enforcement for 2nd lien: CE101206789

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$11,600.00

TOTAL \$12,700.00

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

6802 W Jackson Street

Jezebeth S. Clark
6802 W. Jackson St
Pensacola, FL 32506

Lien Forgiveness Letter

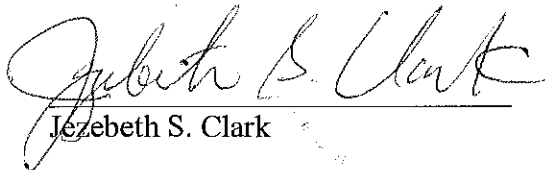
I, JEZEBETH S. CLARK, hereby request to forgive me for the due amount of my property located at 6802 West Jackson Street, Pensacola, Florida 32506 for \$44,793.50 which was charged to me without my knowledge.

I'm very sorry for asking you to forgive me that I couldn't pay this amount for so many reasons. My daughter and I make have no way to make this payment we only receive \$1,530.00 monthly from social security. My daughter is 17-years-old and my grandson is 13 months old. My daughter is trying to finish her high school diploma to proceed to go to college, hoping she'll graduate this coming April.

My daughter and I left to Punta Gorda, Florida on February 2008 and stayed there for eight months before coming back here. Meanwhile, my mail was mixed up and disorganized.

My first fine cost ^{\$12,700.00} ~~\$43,095.00~~ CE 10-12-06789 (amended 10/1/13)
Second fine cost \$1,698.50 CE 090201130

Please help me not to lose our home, we have no where to live but our home. I'm sorry for being here asking for help but I have done all I can to make life as best as I can for me and my daughter and my grandson. Please help us, may God bless us all.


Jezebeth S. Clark

JEZEBETH S. CLARK



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 6802 W Jackson Street
Property Owner: Jezebeth Clark
Original Complaint: Trash and debris
EE Case #: CE 090201130

02/27/09 Received complaint. Officer observed trash and debris. Officer posted notice of violation on property and photos were taken. Notice of violations mailed both regular and certified mail to owner.

03/09/09 Notice of violation returned marked "Unable to forward".

03/11/09 Reinspection conducted and violations remained. Referred to Summary Abatement.

05/06/09 Pre-bid inspection conducted and property put out for bid.

08/04/09 Abated by county.

Lien amount	<u>Cost</u>
Abatement Cost:	\$1,680.00
Administration Cost:	<u>\$18.50</u>
TOTAL	\$1,698.50

This amount does not include the Clerk's recording fees or interest.

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE09-02-01130

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009058635 08/28/2009 at 02:28 PM
OFF REC BK: 6501 PG: 65 - 66 Doc Type: NAL
RECORDING: \$18.50

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Jezebeth Clark located at 6802 Jackson St and more particularly described as:

PR# 112S316503000000

W 203 55/100 FT OF E 1101 25/100 FT OF S 214 FT OF LT 6 OR 5774 P 1388 LESS R/W DB
368 P 346 LESS OR 4616 P 355 RD R/W

A field investigation by the Office of Environmental Enforcement was conducted on June 18, 2009 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a), (b) and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$1,680.00
Administrative costs	<u>\$ 18.50</u>
Total	\$1,698.50

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 20th day of August, 2009 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness [Signature]
Print Name Tonya Green

Witness Judy H. Witterstaeter
Print Name Judy H. Witterstaeter

ESCAMBIA COUNTY, FLORIDA

[Signature]
By: Robert R. McLaughlin,
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2009, by Robert R. McLaughlin, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He ☒ is personally known to me, or ☐ has produced current _____ as identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DD 684413
(Notary Seal)

[Signature]
Signature of Notary Public

CHINA CHERYL LIVELY

Printed Name of Notary Public



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 6802 W Jackson Street
Property Owner: Jezebeth Clark
Original Complaint: Overgrowth, trash, debris, no trash service and structure issues
EE Case #: CE 101206789

12/15/10 Received complaint. Officer observed overgrowth, trash, debris, no trash services and issues with structure. Officer posted notice of violation on property and photos were taken. Notice of violations mailed both regular and certified mail to owner.

12/23/10 Notice of violation returned marked "Attempted Not Known".

12/27/10 Trash service obtained by owner.

01/13/11 Reinspection conducted and violations remained. Some progress made.

02/01/11 Reinspection conducted and violations remained.

02/22/11 Hearing requested for case.

05/05/11 Hearing notice posted on property and mailed certified mail to owner and returned "Unclaimed"

05/31/11 Hearing held. County awarded court cost in the amount of \$1,100.00. Deadline to comply was 06/30/11 and a \$50.00 per day fine awarded if owner fail to comply.

06/09/11 Copy of order mailed to owner.

02/17/12 Owners abated all violations. Fines stopped.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Daily fines (\$50.00 per day)	<u>\$11,600.00</u>
TOTAL	\$12,700.00

This amount does not include the Clerk's recording fees or interest.

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-12-06789
Location: 6802 W Jackson Street
PR# 112S31-6503-000-000

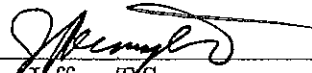
Jezebeth Clark
6802 W Jackson Street
Pensacola, FL 32506

AMENDED ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of May 31, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 (n), (o), and (p). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated May 31, 2011.

Itemized	Cost
a. Fines (\$50.00 per day 6/30/11-2/17/2012)	\$ 11,600.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ 0.00
Total:	\$ 12,700.00

DONE AND ORDERED at Escambia County, Florida on this 1ST day of OCTOBER, 2012.



Jeffrey T Sauer
Office of Environmental Enforcement

Sandra F Slay

From: Stephen G. West
Sent: Monday, October 07, 2013 2:04 PM
To: Sandra F Slay
Cc: Tara D. Cannon
Subject: RE: Lien forgiveness request for 6802 W Jackson

Sam:

This one can be denied by the County Administrator based on the BCC policies against granting relief to the owner/violator and also where the owner has an adequate alternate remedy under the laws governing homestead. I will ask my assistant to prepare a letter for George's signature.

-----Original Message-----

From: Sandra F Slay
Sent: Monday, October 07, 2013 8:37 AM
To: Stephen G. West
Subject: Lien forgiveness request for 6802 W Jackson

Please review request and advise.

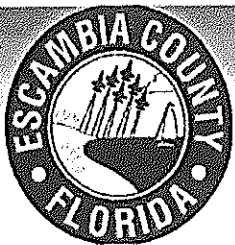
Thanks
Sam

-----Original Message-----

From: code_copier@myescambia.com [mailto:code_copier@myescambia.com]
Sent: Monday, October 07, 2013 8:06 AM
To: Sandra F Slay
Subject: Message from "RNP0026734ADD80"

This E-mail was sent from "RNP0026734ADD80" (Aficio MP C4502).

Scan Date: 10.07.2013 09:06:15 (-0400)
Queries to: code_copier@myescambia.com



Board of County Commissioners • Escambia County, Florida

George Touart
Interim County Administrator

October 7, 2013

Jezebeth S. Clark
6802 W. Jackson Street
Pensacola, FL 32506

Re: Your Request for Relief from a County Code Enforcement Lien Against Property
Located at 6802 W. Jackson Street, Pensacola, Florida

Dear Ms. Clark:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement liens described in your letter. Regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2, A.2., relief is not available to the violator and/or owner named in the code enforcement lien.
- In accordance with Section III, H2, C., you appear to have an adequate alternate remedy under the laws governing homestead property.

If you have any questions or require any additional information, please contact Gordon Pike, Department Director, Corrections, or Sandra Slay, Division Manager, Code Enforcement at 595-1820.

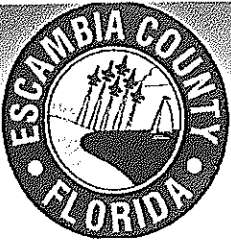
Sincerely,

A handwritten signature in black ink, appearing to read "George Touart", is written over a horizontal line.

George Touart
Interim County Administrator

GT:sh

cc: Gordon Pike, Department Director, Corrections
Sandra Slay, Division Manager, Code Enforcement



Board of County Commissioners • Escambia County, Florida

George Touart
Interim County Administrator

October 21, 2013

Jezebeth S. Clark
6802 W. Jackson Street
Pensacola, FL 32506

Re: Your Request for Relief from a County Code Enforcement Lien Against Property
Located at 6802 W. Jackson Street, Pensacola, Florida

Dear Ms. Clark:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement liens described in your letter. Regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2, A.2., relief is not available to the violator and/or owner named in the code enforcement lien.
- In accordance with Section III, H2, C., you appear to have an adequate alternate remedy under the laws governing homestead property.

If you have any questions or require any additional information, please contact Gordon Pike, Department Director, Corrections, or Sandra Slay, Division Manager, Code Enforcement at 595-1820.

Sincerely,

A handwritten signature in black ink, appearing to read "George Touart", is written over a horizontal line.

George Touart
Interim County Administrator

GT:sh

cc: Gordon Pike, Department Director, Corrections
Sandra Slay, Division Manager, Code Enforcement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5245

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 11/07/2013

Issue: 5:31 p.m. Public Hearing - Supplemental Budget Amendment #001 – Re-budgets

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a Resolution approving Supplemental Budget Amendment #001 to re-budget ongoing projects that were not completed by the end of Fiscal Year 2012-2013.

Recommendation: That the Board take the following action concerning re-budgeting ongoing projects that were not completed by the end of Fiscal Year 2012-2013:

A. Conduct the 5:31 p.m. Public Hearing on November 7, 2013, to amend the Fiscal Year 2013-2014 Budget for the purpose of recognizing prior year Grants and fund balances, and to appropriate these funds for ongoing projects;

B. Adopt the Resolution approving Supplemental Budget Amendment #001, General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Mass Transit Fund (104), Tourist Development Fund (108), Other Grants and Projects (110), Article V Fund (115), Perdido Key Beach Mouse Fund (117), CDBG/HUD Entitlement Fund (129), E-911 Operations Fund (145), HUD Home Fund (147), Community Redevelopment Fund (151), Southwest Sector CRA (152), Bob Sikes Toll Fund (167), Transportation Trust Fund (175), Master Drainage Basin Funds (181), FTA Capital Project Fund (320), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Emergency Services Fund (408), Civic Center Fund (409), and Internal Service Fund (501), in the amount of \$73,080,440.76, to re-budget the funds associated with ongoing projects that were not completed by the end of Fiscal Year 2012-2013; and

C. Approve all associated Fiscal Year 2013-2014 Purchase Orders for projects with existing Purchase Orders.

BACKGROUND:

This supplemental budget amendment amends the FY 2013/2014 Budget to include re-budgets from FY 2012/2013. Re-budgets are funds for projects that were approved in FY 2012/2013 or earlier, but since the projects were not completed, the associated funds must be brought forward into the FY 2013/2014 Budget, so the project can be completed.

The description of each of these projects can be found in the attached backup.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

13-14 Rebudgets

**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, projects that began in the FY2012/2013 Budget have not been completed, and the funds associated with these projects must be rolled forward into the FY2013/2014 Budget and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

<u>Fund Name</u>	<u>Fund Number</u>
General Fund	1
Escambia County Restricted Fund	101
Economic Development Fund	102
Mass Transit Fund	104
Tourist Promotion	108
Other Grants and Projects Fund	110
Article V Fund	115
Perdido Key Mouse Fund	117
CDBG HUD Entitlement Fund	129
E911 Operations Fund	145
HUD Home Fund	147
Community Redevelopment Fund	151
Southwest Sector CRA	152
Bob Sikes Toll Fund	167
Transportation Trust Fund	175
Drainage Basin Funds	181
FTA Capital Project Fund	320
Local Option Sales Tax III	352
Solid Waste Fund	401
Emergency Services	408
Civic Center Fund	409
Internal Service Fund	501

<u>Revenue Title</u>	<u>Fund Number</u>	<u>Account Code</u>	<u>Amount</u>
Fund Balance	001	389901	61,930
Fund Balance	001	389901	6,094
Fund Balance	001	389901	17,298
Fund Balance	001	389901	17,639
Tree Fund Ordinance	101	343701	8,400
Wetland Mitigation Fees	101	349010	12,000
Fund Balance	101	389901	217
Fund Balance	102	389901	134,140
2012 FTA Grant FL90-X804	104	331465	515,510
2011 State Homeland Security Grant	110	331274	37,471
2012 State Homeland Security Grant	110	331275	14,745
Glynn Key Stormwater	110	331305	5,000
Density Reduction PNS-NAS	110	334220	54,212
Jones Creek East Stream #G0281	110	331318	6,360
International Paper Educational Funds	110	366006	647
Density Reduction Area A	110	334268	40,000
S.W. Greenway Recreational Trail	110	331412	200,000
EMS County Award Grant	110	334221	6,783
Hazardous Materials Plan	110	334244	21,851
PS Em Prep DCA Civil Defense Grant	110	331228	57,510
Emergency Mgmnt Performance	110	331266	20,682
DCA-Civil Defense Grt2012	110	331228	93,778
Emergency Mgmnt Performance	110	331266	65,286
Domestic Security Grant	110	334252	26,938
Bellview Elementary sidewalks	110	331406	13,832
TRIP - 9 Mile Road and Pine Forest	110	334445	106,189
Federal Elections Activity HAVA Grant	110	331105	38,211
Drug Court Expansion Grant	110	331829	359,447
Perdido Key Beach Mouse	117	324221	68,500
2012 HUD Entitlement Grant	129	331553	60,000
2011 HUD Entitlement Grant	129	331552	95,500
2010 HUD Entitlement Grant	129	331548	104,959
Fund Balance	145	389901	692,261
2011 HUD HOME Grant	147	331562	56,502

Fund Balance	151	389901	108,000
Fund Balance	151	389901	11,000
Fund Balance	152	389901	848,435
Fund Balance	152	389901	790
Fund Balance	152	389901	22,891
Fund Balance	175	389901	65,000
Fund Balance	181	389901	646,065
2009 FTA Grant FL 90X701	320	331454	1,412,764
2008 FTA Grant FL 90X666	320	331450	268
2010 FTA Grant FL 90X728	320	331455	570,901
2011 FTA FL90X759	320	331459	428,529
2012 FTA Grant 90X804	320	331460	871,431
2013 FTA Grant FL90-X818	320	331462	441,005
2013 FTA Grant FL90-X825	320	331464	40,000
ECUA Contri Capital Project	352	337302	108,270
ECUA Contri Capital Project	352	337302	8,100
Fund Balance	352	389901	39,831,228
Fund Balance	401	389901	80,847

Fund Balance	1	389901	497,273.83
Fund Balance	101	389901	51,622.39
Fund Balance	102	389901	127,503.59
BP Oil Spill Grant for TDT	108	334515	35,249.08
Fund Balance	108	389901	49,070.00
BELLVIEW ELMNTRY SIDEWALK	110	331406	457,162.74
ORISKANY PCB MONITORING	110	334326	19,500.00
VESSEL REGISTRATION FEES	110	334704	75,743.00
GLYNN KEY STORMWATER	110	331305	450.00
JONES CRK EAST STRM#G0281	110	331318	34,045.00
DOMESTIC SECURITY GRANT	110	334252	10,000.00
Fund Balance	115	389901	7,098.20
CDBG 2012 OTHER ACTIVITY	129	331553	28,060.09
CDBG 2010 HOUSING REHAB	129	331548	6,733.50
CDBG 2010 OTHER ACTIVITY	129	331548	176,366.90
CDBG 2011 OTHER ACTIVITY	129	331552	16,996.82
CDBG 2007 OTHER ACTIVITY	129	331539	4.75
2009 HUD CONSORTIUM	147	331560	38,069.80
Fund Balance	151	389901	18,009.27
Fund Balance	152	389901	2,603,836.45
Fund Balance	167	389901	725,100.40
Fund Balance	175	389901	94,966.97
Fund Balance	181	389901	69,059.52
2009 FTA FL90X701	320	331454	968.75
2010 FTA FL90X728	320	331455	101,329.04
Fund Balance	352	389901	17,156,750.80
Fund Balance	401	389901	627,616.98
Fund Balance	408	389901	35,100.00
Fund Balance	409	389901	48,633.70
Fund Balance	501	389901	1,452,703.19

Sub-Total			\$48,515,416.00
Sub-Total			\$24,565,024.76
Grand Total			\$73,080,440.76

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Buildings	001/310204	56201	11,280
Buildings	001/310204	56201	50,650
Repair & Maintenance	001/210607	54601	4,678
Buildings	001/210607	56201	1,416
Improvements Other than Buildings	001/211106	56301	17,298
Aids to Governmental Agencies	001/110201	58101	17,639
Other Contractual Services	101/220310	53401	3,400
Operating Supplies	101/220310	55201	5,000
Other Contractual Services	101/220336	53401	10,000
Repair & Maintenance	101/220336	54601	2,000
Operating Supplies	101/230317	55201	217
Aids to Private Organizations	101/230317	58201	0
Professional Services	102/360704	53101	134,140

Professional Services	104/320401	53101	100,000
Repair and Maintenance	104/320401	54601	405,510
Training & Registration	104/320401	55501	10,000
Overtime	110/330233	51401	5,000
Travel & Per Diem	110/330233	54001	5,000
Repair & Maintenance	110/330233	54601	14,688
Operating Supplies	110/330233	55201	7,535
Training & Registration	110/330233	55501	5,248
Repair & Maintenance	110/330234	54601	14,375
Operating Supplies	110/330234	55201	370
Other Contractual Services	110/221002	53401	3,000
Repair & Maintenance	110/221002	54601	2,000
Land	110/221006	56101	54,212
Machinery & Equipment	110/221012	56401	6,360
Operating Supplies	110/221014	55201	647
Land	110/221015	56101	40,000
Improvements other than Buildings	110/221017	56301	200,000
Operating Supplies	110/330318	55201	3,787
Training/Registration	110/330318	55501	2,700
Machinery & Equipment	110/330318	56401	296
Operating Supplies	110/330323	55201	21,851
Communications	110/330405	54101	3,000
Postage & Freight	110/330405	54201	300
Repair & Maintenance	110/330405	54601	14,500
Printing & Binding	110/330405	54701	5,000
Promotional Activities	110/330405	54801	5,000
Office Supplies	110/330405	55101	6,030
Operating Supplies	110/330405	55201	16,180
Books/Publ/Subscript/Membr	110/330405	55401	800
Training/Registration	110/330405	55501	4,000
Machinery & Equipment	110/330405	56401	2,700
Regular Salaries & Wages	110/330409	51201	1
Life & Health Insurance	110/330409	52301	266
Postage & Freight	110/330409	54201	500
Repair & Maintenance	110/330409	54601	7,857
Printing & Binding	110/330409	54701	1,500
Office Supplies	110/330409	55101	2,074
Operating Supplies	110/330409	55201	2,087
Books/Publ/Subscript/Membr	110/330409	55401	263
Machinery & Equipment	110/330409	56401	6,134
Travel & Per Diem	110/330412	54001	8,813
Communications	110/330412	54101	6,698
Repair & Maintenance	110/330412	54601	7,397
Printing & Binding	110/330412	54701	15,000
Promotional Activities	110/330412	54801	5,000
Office Supplies	110/330412	55101	9,907
Operating Supplies	110/330412	55201	21,227
Books/Publ/Subscript/Membr	110/330412	55401	1,236
Training/Registration	110/330412	55501	2,500
Machinery & Equipment	110/330412	56401	16,000
Regular Salaries & Wages	110/330413	51201	33,499
FICA	110/330413	52101	2,668
Retirement Contributions	110/330413	52201	2,221
Life & Health Insurance	110/330413	52301	5,233
Worker's Compensation	110/330413	52401	93
Communications	110/330413	54101	2,881
Repair & Maintenance	110/330413	54601	268
Office Supplies	110/330413	55101	2,165
Operating Supplies	110/330413	55201	3,995
Books/Publ/Subscript/Membr	110/330413	55401	263
Training/Registration	110/330413	55501	3,500
Machinery & Equipment	110/330413	56401	8,500
Overtime	110/330459	51401	15,277
FICA Taxes	110/330459	52101	1,169
Retirement Contributions	110/330459	52201	912
Life & Health Insurance	110/330459	52301	1,600
Worker's Compensation	110/330459	52401	42
Other Contractual Service	110/330459	53401	7,887
Operating Supplies	110/330459	55201	50
Intangible Assets	110/330459	56801	1
Improvements Other than Buildings	110/210515	56301	13,832
Improvements Other than Buildings	110/210513	56301	106,189
Other Contractual Services	110/550125	53401	15,000
Promotional Activities	110/550125	54801	23,211

Other Contractual Services	110/410570	53401	328,447
Travel	110/410570	54001	555
Postage	110/410570	54201	729
Operating Supplies	110/410570	55201	22,300
Books, Pubs, Subs	110/410570	55401	850
Other Grants & Aids	110/410570	58301	6,566
Professional Services	117/220335	53101	68,500
Improvements other than Buildings	129/220404	56301	60,000
Other Grants & Aids	129/220438	58301	95,000
Other Grants & Aids	129/220439	58301	500
Improvements other than Buildings	129/220435	56301	86,959
Other Grants & Aids	129/220435	58301	18,000
Repair and Maintenance	145/330404	54601	469,969
Machinery & Equipment	145/330404	56401	222,292
Other Grants & Aids	147/220441	58301	56,502
Other Salaries & Wages	151/220521	51301	68,000
Other Current Charges & Obligations	151/220521	54901	40,000
Other Grants & Aids	151/220519	58301	11,000
Improvements Other than Buildings	152/110269	56301	848,435
Improvements Other than Buildings	152/210507	56301	790
Improvements Other than Buildings	152/210508	56301	22,891
Improvements Other than Buildings	175/211602	56301	65,000
Improvements Other than Buildings	181/210719	56301	6,983
Improvements Other than Buildings	181/210720	56301	14,211
Improvements Other than Buildings	181/210721	56301	21,610
Improvements Other than Buildings	181/210722	56301	15,226
Improvements Other than Buildings	181/210723	56301	33,546
Improvements Other than Buildings	181/210724	56301	23,647
Improvements Other than Buildings	181/210725	56301	5,384
Improvements Other than Buildings	181/210725	56301	25,111
Improvements Other than Buildings	181/210725	56301	250
Improvements Other than Buildings	181/210725	56301	25,292
Improvements Other than Buildings	181/210726	56301	5,000
Improvements Other than Buildings	181/210726	56301	4,618
Improvements Other than Buildings	181/210726	56301	14,903
Improvements Other than Buildings	181/210727	56301	35,922
Improvements Other than Buildings	181/210728	56301	10,000
Improvements Other than Buildings	181/210728	56301	103,147
Improvements Other than Buildings	181/210728	56301	39,823
Improvements Other than Buildings	181/210729	56301	2,224
Improvements Other than Buildings	181/210730	56301	6,136
Improvements Other than Buildings	181/210731	56301	85,000
Improvements Other than Buildings	181/210731	56301	20,000
Improvements Other than Buildings	181/210731	56301	33,816
Improvements Other than Buildings	181/210732	56301	10,189
Improvements Other than Buildings	181/210732	56301	28,867
Improvements Other than Buildings	181/210732	56301	58,195
Improvements Other than Buildings	181/210732	56301	9,086
Improvements Other than Buildings	181/210732	56301	7,879
Support Facility Repairs	320/320410	54607	53,720
Computer Equip Software	320/320410	55230	5,000
Bus Stop Signs/Poles	320/320410	55231	29,500
Machinery & Equipment	320/320410	56401	1,159,485
Maintenance Equipment	320/320410	56408	165,059
Machinery & Equipment	320/320411	56401	268
Support Facility Repairs	320/320415	54607	431,778
Operating supplies	320/320415	55201	112,500
Computer Equip Software	320/320415	55230	7,000
Bus Stop Signs/Poles	320/320415	55231	12,000
Maintenance Equipment	320/320415	56408	7,623
Support Facility Repairs	320/320416	54607	133,397
Computer Equip Software	320/320416	55230	35,600
Maintenance Equipment	320/320416	56408	259,532
Professional Services	320/320417	53101	150,000
Repair and Maintenance	320/320417	54601	147,000
Operating supplies	320/320417	55201	40,000
Machinery & Equipment	320/320417	56401	534,431
Improvements other than Buildings	320/320418	56301	15,000
Machinery & Equipment	320/320418	56401	426,005
Improvements other than Buildings	320/320419	56301	20,000
Machinery & Equipment	320/320419	56401	20,000
Improvements other than Buildings	352/330435	56301	2,794
Buildings	352/110267	56201	364,097
Buildings	352/110267	56201	1,326,472

Buildings	352/110267	56201	314,172
Buildings	352/110267	56201	10,000
Buildings	352/330228	56201	738,425
Improvements other than Buildings	352/540115	56301	400,000
Buildings	352/540115	56201	21,628
Improvements other than Buildings	352/540115	56301	398,382
Machinery & Equipment	352/540115	56401	666,288
Improvements other than Buildings	352/410149	56301	23,303
Land	352/220102	56101	440,000
Improvements other than Buildings	352/220102	56301	30,000
Improvements other than Buildings	352/220102	56301	70,901
Improvements other than Buildings	352/220102	56301	688,500
Improvements other than Buildings	352/220102	56301	18,473
Improvements other than Buildings	352/220102	56301	150,000
Improvements other than Buildings	352/220102	56301	214,603
Improvements other than Buildings	352/220102	56301	14,445
Improvements other than Buildings	352/220102	56301	119,003
Improvements Other than Buildings	352/210104	56301	250,572
Improvements Other than Buildings	352/210109	56301	6,592,139
Improvements Other than Buildings	352/210112	56301	638,332
Improvements Other than Buildings	352/210110	56301	14
Improvements Other than Buildings	352/210113	56301	637,816
Improvements Other than Buildings	352/210517	56301	975,000
Improvements Other than Buildings	352/210107	56301	23,815,314
Improvements Other than Buildings	352/350229	56301	43,849.00
Land	352/350229	56101	59,845.00
Improvements Other than Buildings	352/350229	56301	73,724.00
Improvements Other than Buildings	352/350229	56301	64,299.00
Improvements Other than Buildings	352/350229	56301	49,683.00
Improvements Other than Buildings	352/350229	56301	317,528.00
Operating Supplies	352/350229	55201	17,990.00
Improvements Other than Buildings	352/350229	56301	68,779.00
Improvements Other than Buildings	352/350229	56301	43,130.00
Improvements Other than Buildings	352/350229	56301	24,743.00
Operating Supplies	352/350229	55201	70,000.00
Improvements Other than Buildings	352/350229	56301	146,218.00
Improvements Other than Buildings	352/350229	56301	10,678.00
Operating Supplies	352/350231	55201	29,000.00
Improvements Other than Buildings	352/350231	56301	7,459.00
Improvements Other than Buildings	401/230316	56301	80,847.00
Professional Services	001/110201	53101	6,000.00
Professional Services	001/110201	53101	24,000.00
Professional Services	001/110201	53101	16,100.00
Training/Registration	001/150101	55501	11,070.00
Improvements Other Than Buildings	001/220101	56301	19,663.26
Professional Services	001/250501	53101	375.00
Other Contractual Services	001/270102	53401	11,000.00
Machinery & Equipment	001/270102	56401	1,697.25
Machinery & Equipment	001/270102	56401	16,368.10
Machinery & Equipment	001/270103	56401	15,505.00
Professional Services	001/270109	53101	48,558.61
Operating Supplies	001/270110	55201	4,312.00
Machinery & Equipment	001/270110	56401	43,605.00
Machinery & Equipment	001/270110	56401	15,937.00
Other Contractual Services	001/270111	53401	2,600.00
Operating Supplies	001/270111	55201	13,954.03
Operating Supplies	001/270111	55201	28,543.30
Buildings	001/310204	56201	1,625.00
Buildings	001/310204	56201	500.00
Buildings	001/310204	56201	2,938.00
Machinery & Equipment	001/310204	56401	7,449.75
Professional Services	001/330403	53101	56,300.00
Training/Registration	001/330403	55501	19,600.00
Improvements Other Than Buildings	001/330403	56301	16,975.00
Improvements Other Than Buildings	001/330403	56301	20,046.00
Improvements Other Than Buildings	001/330403	56301	22,800.82
Improvements Other Than Buildings	001/330403	56301	8,215.00
Improvements Other Than Buildings	001/330403	56301	27,001.41
Machinery & Equipment	001/330403	56401	34,534.30
Host Ordinance	101/210408	54931	827.39
Improvements Other Than Buildings	101/220310	56301	20,000.00
Professional Services	101/220336	53101	2,625.00
Machinery & Equipment	101/220336	56401	25,500.00

Improvements Other Than Buildings	101/220809	56301	2,670.00
Aids to Private Organizations	102/360704	58201	10,479.29
Aids to Private Organizations	102/360704	58201	75,000.00
Professional Services	102/360704	53101	25,800.00
Professional Services	102/360704	53101	16,224.30
Professional Services	108/220805	53101	17,250.00
Improvements Other Than Buildings	108/220805	56301	14,000.00
Improvements Other Than Buildings	108/220805	56301	16,530.00
Professional Services	108/220805	53101	1,290.00
Aids to Private Organizations	108/360103	58201	35,249.08
Improvements Other Than Buildings	110/210515	56301	33,128.36
Improvements Other Than Buildings	110/210515	56301	424,034.38
Professional Services	110/220338	53101	19,500.00
Professional Services	110/220807	53101	4,000.00
Improvements Other Than Buildings	110/220807	56301	500.00
Other Contractual Services	110/220807	53401	68,498.00
Improvements Other Than Buildings	110/220807	56301	2,745.00
Professional Services	110/221002	53101	450.00
Improvements Other Than Buildings	110/221012	56301	34,045.00
Other Contractual Services	110/330459	53401	10,000.00
Machinery & Equipment	115/410503	56401	2,850.00
Machinery & Equipment	115/410505	56401	4,248.20
Professional Services	129/220404	53101	27,060.09
Professional Services	129/220404	53101	1,000.00
Other Grants & Aids	129/220434	58301	1,299.00
Other Grants & Aids	129/220434	58301	5,434.50
Buildings	129/220435	56201	4,766.55
Aids to Private Organizations	129/220435	58201	3,769.60
Buildings	129/220435	56201	167,830.75
Professional Services	129/220439	53101	2,339.30
Professional Services	129/220439	53101	14,657.52
Improvements Other Than Buildings	129/220555	56301	4.75
Other Grants & Aids	147/220408	58301	36,910.00
Other Grants & Aids	147/220408	58301	1,159.80
Professional Services	151/220515	53101	3,805.00
Improvements Other Than Buildings	151/220517	56301	14,204.27
Improvements Other Than Buildings	152/110269	56301	1,162,036.73
Improvements Other Than Buildings	152/210507	56301	1,185,036.59
Improvements Other Than Buildings	152/210508	56301	256,763.13
Professional Services	167/140301	53101	5,700.00
Improvements Other Than Buildings	167/140302	56301	359,559.65
Improvements Other Than Buildings	167/140302	56301	70,498.75
Other Contractual Services	167/140302	53401	289,342.00
Repair & Maintenance	175/210401	54601	522.19
Intangible Assets	175/210401	56801	4,864.78
Machinery & Equipment	175/210402	56401	72,580.00
Improvements Other Than Buildings	175/211602	56301	17,000.00
Improvements Other Than Buildings	181/210724	56301	7,479.71
Improvements Other Than Buildings	181/210724	56301	23,423.79
Improvements Other Than Buildings	181/210724	56301	6,953.52
Improvements Other Than Buildings	181/210725	56301	5,527.50
Improvements Other Than Buildings	181/210728	56301	25,675.00
Office Supplies	320/320410	55101	968.75
Machinery & Equipment	320/320415	56401	99,954.04
Machinery & Equipment	320/320415	56401	1,375.00
Buildings	352/110267	56201	13,077.00
Buildings	352/110267	56201	36,881.88
Buildings	352/110267	56201	30,011.50
Buildings	352/110267	56201	500.00
Buildings	352/110267	56201	79,845.25
Machinery & Equipment	352/110267	56401	96,415.00
Improvements Other Than Buildings	352/210104	56301	510,549.69
Improvements Other Than Buildings	352/210107	56301	190,359.45
Improvements Other Than Buildings	352/210107	56301	73,196.03
Improvements Other Than Buildings	352/210107	56301	59,260.00
Improvements Other Than Buildings	352/210107	56301	16,010.10
Improvements Other Than Buildings	352/210107	56301	108,849.72
Improvements Other Than Buildings	352/210107	56301	22,933.75
Improvements Other Than Buildings	352/210107	56301	1,140.00
Improvements Other Than Buildings	352/210107	56301	577.00
Improvements Other Than Buildings	352/210107	56301	5,594.50
Improvements Other Than Buildings	352/210107	56301	149,056.43
Improvements Other Than Buildings	352/210107	56301	1,980.50
Improvements Other Than Buildings	352/210107	56301	1,460.00

Improvements Other Than Buildings	352/210107	56301	142,416.60
Improvements Other Than Buildings	352/210107	56301	12,288.11
Improvements Other Than Buildings	352/210107	56301	7,000.00
Improvements Other Than Buildings	352/210107	56301	1,850.00
Improvements Other Than Buildings	352/210107	56301	171,137.68
Improvements Other Than Buildings	352/210107	56301	2,685.00
Improvements Other Than Buildings	352/210107	56301	45,535.70
Improvements Other Than Buildings	352/210107	56301	5,516.00
Improvements Other Than Buildings	352/210107	56301	391,684.55
Improvements Other Than Buildings	352/210107	56301	14,945.00
Improvements Other Than Buildings	352/210107	56301	464,283.95
Improvements Other Than Buildings	352/210107	56301	14,430.00
Improvements Other Than Buildings	352/210107	56301	33,504.50
Improvements Other Than Buildings	352/210107	56301	837.90
Improvements Other Than Buildings	352/210107	56301	34.80
Improvements Other Than Buildings	352/210107	56301	17,747.61
Improvements Other Than Buildings	352/210107	56301	4,655.76
Improvements Other Than Buildings	352/210107	56301	4,481.04
Improvements Other Than Buildings	352/210107	56301	0.40
Improvements Other Than Buildings	352/210107	56301	3,504.00
Improvements Other Than Buildings	352/210107	56301	4,502.40
Improvements Other Than Buildings	352/210107	56301	4,028.16
Improvements Other Than Buildings	352/210107	56301	1,814.58
Improvements Other Than Buildings	352/210107	56301	3,720.00
Improvements Other Than Buildings	352/210107	56301	8,000.00
Improvements Other Than Buildings	352/210107	56301	1,816.72
Improvements Other Than Buildings	352/210107	56301	28,633.89
Improvements Other Than Buildings	352/210107	56301	13,145.16
Improvements Other Than Buildings	352/210107	56301	16,766.00
Improvements Other Than Buildings	352/210107	56301	15,083.40
Improvements Other Than Buildings	352/210107	56301	8,077.00
Improvements Other Than Buildings	352/210107	56301	2,500.00
Improvements Other Than Buildings	352/210107	56301	9,267.00
Improvements Other Than Buildings	352/210107	56301	11,124.58
Improvements Other Than Buildings	352/210107	56301	15,485.31
Improvements Other Than Buildings	352/210107	56301	10,584.75
Improvements Other Than Buildings	352/210107	56301	22,869.20
Improvements Other Than Buildings	352/210107	56301	116,042.16
Improvements Other Than Buildings	352/210107	56301	2,936.75
Improvements Other Than Buildings	352/210107	56301	1,249,130.68
Improvements Other Than Buildings	352/210107	56301	7,832.51
Improvements Other Than Buildings	352/210107	56301	10,070.00
Improvements Other Than Buildings	352/210107	56301	86,505.90
Improvements Other Than Buildings	352/210107	56301	149,129.50
Improvements Other Than Buildings	352/210107	56301	697.61
Improvements Other Than Buildings	352/210107	56301	20,217.08
Improvements Other Than Buildings	352/210107	56301	29,744.00
Improvements Other Than Buildings	352/210107	56301	22,950.00
Improvements Other Than Buildings	352/210107	56301	26,084.26
Improvements Other Than Buildings	352/210107	56301	54,680.70
Improvements Other Than Buildings	352/210107	56301	74,878.53
Improvements Other Than Buildings	352/210107	56301	49,990.00
Improvements Other Than Buildings	352/210107	56301	74,423.20
Improvements Other Than Buildings	352/210107	56301	84,805.00
Improvements Other Than Buildings	352/210107	56301	1,532,769.15
Improvements Other Than Buildings	352/210107	56301	9,613.42
Improvements Other Than Buildings	352/210107	56301	66,858.62
Improvements Other Than Buildings	352/210107	56301	28,840.00
Improvements Other Than Buildings	352/210107	56301	2,445.12
Improvements Other Than Buildings	352/210107	56301	6,382.29
Improvements Other Than Buildings	352/210107	56301	26,287.35
Improvements Other Than Buildings	352/210107	56301	19,595.00
Improvements Other Than Buildings	352/210107	56301	837,457.73
Improvements Other Than Buildings	352/210107	56301	101,198.60
Improvements Other Than Buildings	352/210107	56301	348,325.89
Improvements Other Than Buildings	352/210107	56301	3,393.00
Improvements Other Than Buildings	352/210107	56301	49,910.00
Improvements Other Than Buildings	352/210107	56301	2,025.00
Improvements Other Than Buildings	352/210107	56301	71,812.49
Improvements Other Than Buildings	352/210107	56301	13,831.41
Improvements Other Than Buildings	352/210107	56301	10,000.00
Improvements Other Than Buildings	352/210107	56301	22,147.92
Improvements Other Than Buildings	352/210107	56301	8,979.08
Improvements Other Than Buildings	352/210107	56301	87,029.83

Improvements Other Than Buildings	352/210107	56301	28,157.00
Improvements Other Than Buildings	352/210107	56301	7,191.83
Improvements Other Than Buildings	352/210107	56301	279,086.75
Improvements Other Than Buildings	352/210107	56301	268,981.56
Improvements Other Than Buildings	352/210107	56301	22,480.61
Improvements Other Than Buildings	352/210107	56301	3,663.60
Improvements Other Than Buildings	352/210107	56301	540.52
Improvements Other Than Buildings	352/210107	56301	69.67
Improvements Other Than Buildings	352/210107	56301	570,260.09
Improvements Other Than Buildings	352/210107	56301	11,689.14
Improvements Other Than Buildings	352/210107	56301	50,000.00
Improvements Other Than Buildings	352/210107	56301	620,401.19
Improvements Other Than Buildings	352/210107	56301	3,606.17
Improvements Other Than Buildings	352/210107	56301	0.01
Improvements Other Than Buildings	352/210107	56301	2,229,302.05
Improvements Other Than Buildings	352/210109	56301	62,390.41
Improvements Other Than Buildings	352/210109	56301	392,446.46
Improvements Other Than Buildings	352/210110	56301	25,069.26
Improvements Other Than Buildings	352/210113	56301	2,597,391.52
Improvements Other Than Buildings	352/210113	56301	364,317.94
Improvements Other Than Buildings	352/220102	56301	25,753.50
Improvements Other Than Buildings	352/220102	56301	1,140.00
Improvements Other Than Buildings	352/220102	56301	25.00
Improvements Other Than Buildings	352/220102	56301	11,000.00
Improvements Other Than Buildings	352/220102	56301	0.16
Improvements Other Than Buildings	352/220102	56301	8,621.00
Improvements Other Than Buildings	352/220102	56301	1,750.00
Improvements Other Than Buildings	352/220102	56301	4,687.50
Land	352/220102	56101	10,611.50
Improvements Other Than Buildings	352/220102	56301	82,500.00
Improvements Other Than Buildings	352/220102	56301	51,825.00
Improvements Other Than Buildings	352/220102	56301	39,335.30
Improvements Other Than Buildings	352/220102	56301	47,705.69
Improvements Other Than Buildings	352/350229	56301	15,000.00
Improvements Other Than Buildings	352/350229	56301	4,466.40
Improvements Other Than Buildings	352/350229	56301	5,900.00
Improvements Other Than Buildings	352/350229	56301	8,925.00
Improvements Other Than Buildings	352/350229	56301	286,410.11
Buildings	352/410149	56201	163,417.00
Buildings	352/540115	56201	4,944.22
Improvements Other Than Buildings	352/540115	56301	9,945.25
Buildings	352/540115	56201	928.84
Buildings	352/540115	56201	9,071.00
Buildings	352/540115	56201	383,068.22
Buildings	352/540115	56201	200,000.00
Improvements Other Than Buildings	352/540115	56301	20,000.00
Other Contractual Services	401/230304	53401	3,161.50
Professional Services	401/230304	53101	3,450.00
Professional Services	401/230304	53101	13,500.00
Professional Services	401/230304	53101	30,176.00
Professional Services	401/230304	53101	4,602.00
Professional Services	401/230304	53101	6,760.00
Professional Services	401/230304	53101	4,248.32
Professional Services	401/230304	53101	4,400.00
Professional Services	401/230307	53101	6,737.77
Other Contractual Services	401/230307	53401	100.00
Professional Services	401/230307	53101	1,231.87
Professional Services	401/230308	53101	12,376.04
Other Contractual Services	401/230309	53401	12,202.00
Professional Services	401/230309	53101	13,750.00
Machinery & Equipment	401/230314	56401	23,478.73
Improvements Other Than Buildings	401/230315	56301	75,920.00
Improvements Other Than Buildings	401/230315	56301	411,380.00
Improvements Other Than Buildings	401/230316	56301	142.75
Machinery & Equipment	408/330302	56401	35,100.00
Improvements Other Than Buildings	409/360402	56301	7,743.70
Repair & Maintenance	409/360402	54601	40,890.00
Repair & Maintenance	501/140836	54601	36,924.82
Repair & Maintenance	501/140836	54601	690,927.20
Repair & Maintenance	501/140836	54601	24,300.00
Repair & Maintenance	501/140836	54601	9,260.24
Repair & Maintenance	501/140836	54601	26,150.00
Repair & Maintenance	501/140836	54601	31,343.00
Repair & Maintenance	501/140836	54601	17,904.32

Repair & Maintenance	501/140836	54601	25,639.71
Repair & Maintenance	501/140836	54601	23,635.00
Repair & Maintenance	501/140836	54601	4,837.00
Repair & Maintenance	501/140836	54601	11,290.00
Repair & Maintenance	501/140836	54601	5,576.90
Repair & Maintenance	501/140836	54601	18,770.00
Repair & Maintenance	501/140836	54601	479,850.00
Repair & Maintenance	501/140836	54601	46,295.00
Sub-Total			\$48,515,416.00
Sub-Total			\$24,565,024.76
Grand Total			\$73,080,440.76

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
Re-Budget Amendment - #001

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
PS/EM	110	330409	110/330409	56401	Machinery & Equipment	6,134	EMP Federal Grant
PS/EM	110	330412	110/330412	54001	Travel & Per Diem	8,813	DCA-Civil Defense Grt2012
PS/EM	110	330412	110/330412	54101	Communications	6,698	DCA-Civil Defense Grt2012
PS/EM	110	330412	110/330412	54601	Repair & Maintenance	7,397	DCA-Civil Defense Grt2012
PS/EM	110	330412	110/330412	54701	Printing & Binding	15,000	DCA-Civil Defense Grt2012
PS/EM	110	330412	110/330412	54801	Promotional Activities	5,000	DCA-Civil Defense Grt2012
PS/EM	110	330412	110/330412	55101	Office Supplies	9,907	DCA-Civil Defense Grt2012
PS/EM	110	330412	110/330412	55201	Operating Supplies	21,227	DCA-Civil Defense Grt2012
PS/EM	110	330412	110/330412	55401	Books/Publ/Subscript/Membr	1,236	DCA-Civil Defense Grt2012
PS/EM	110	330412	110/330412	55501	Training/Registration	2,500	DCA-Civil Defense Grt2012
PS/EM	110	330412	110/330412	56401	Machinery & Equipment	16,000	DCA-Civil Defense Grt2012
PS/EM	110	330413	110/330413	51201	Regular Salaries & Wages	33,499	EMP Federal Grant
PS/EM	110	330413	110/330413	52101	FICA	2,668	EMP Federal Grant
PS/EM	110	330413	110/330413	52201	Retirement Contributions	2,221	EMP Federal Grant
PS/EM	110	330413	110/330413	52301	Life & Health Insurance	5,233	EMP Federal Grant
PS/EM	110	330413	110/330413	52401	Worker's Compensation	93	EMP Federal Grant
PS/EM	110	330413	110/330413	54101	Communications	2,881	EMP Federal Grant
PS/EM	110	330413	110/330413	54601	Repair & Maintenance	268	EMP Federal Grant
PS/EM	110	330413	110/330413	55101	Office Supplies	2,165	EMP Federal Grant
PS/EM	110	330413	110/330413	55201	Operating Supplies	3,995	EMP Federal Grant
PS/EM	110	330413	110/330413	55401	Books/Publ/Subscript/Membr	263	EMP Federal Grant
PS/EM	110	330413	110/330413	55501	Training/Registration	3,500	EMP Federal Grant
PS/EM	110	330413	110/330413	56401	Machinery & Equipment	8,500	EMP Federal Grant
PS/EM	110	330459	110/330459	51401	Overtime	15,277	Domestic Security Grant
PS/EM	110	330459	110/330459	52101	FICA Taxes	1,169	Domestic Security Grant
PS/EM	110	330459	110/330459	52201	Retirement Contributions	912	Domestic Security Grant
PS/EM	110	330459	110/330459	52301	Life & Health Insurance	1,600	Domestic Security Grant
PS/EM	110	330459	110/330459	52401	Worker's Compensation	42	Domestic Security Grant
PS/EM	110	330459	110/330459	53401	Other Contractual Service	7,887	Domestic Security Grant
PS/EM	110	330459	110/330459	55201	Operating Supplies	50	Domestic Security Grant
PS/EM	110	330459	110/330459	56801	Intangible Assets	1	Domestic Security Grant
Public Works/Engineering	110	210515	110/210515	56301	Improvements Other than Buildings	13,832	Bellview Elementary Sidewalks/Currently in Design, construction scheduled for October 2013
Public Works/Engineering	110	210513	110/210513	56301	Improvements Other than Buildings	106,189	TRIP - 9 Mile Road and Pine Forest/Currently in Design, balance in project
Supervisor of Elections	110	550125	110/550125	53401	Other Contractual Services	15,000	Federal Elections Activity HAVA Grant
Supervisor of Elections	110	550125	110/550125	54801	Promotional Activities	23,211	Federal Elections Activity HAVA Grant
Judicial/Court Administration	110	410570	110/410570	53401	Other Contractual Services	328,447	Drug Court Expansion Grant
Judicial/Court Administration	110	410570	110/410570	54001	Travel	555	Drug Court Expansion Grant
Judicial/Court Administration	110	410570	110/410570	54201	Postage	729	Drug Court Expansion Grant
Judicial/Court Administration	110	410570	110/410570	55201	Operating Supplies	22,300	Drug Court Expansion Grant
Judicial/Court Administration	110	410570	110/410570	55401	Books, Pubs, Subs	850	Drug Court Expansion Grant
Judicial/Court Administration	110	410570	110/410570	58301	Other Grants & Aids	6,566	Drug Court Expansion Grant
Com & Envir/Perdido Key Beach Mouse	117	220335	117/220335	53101	Professional Services	68,500	Reimburse FWC for Perdido Key Beach Mouse Business Plan
Community & Environment/NEFI	129	220404	129/220404	56301	Improvements other than Buildings	60,000	2012 HUD Entitlement Grant
Community & Environment/NEFI	129	220438	129/220438	58301	Other Grants & Aids	95,000	2011 HUD Entitlement Grant
Community & Environment/NEFI	129	220439	129/220439	58301	Other Grants & Aids	500	2011 HUD Entitlement Grant
Community & Environment/NEFI	129	220435	129/220435	56301	Improvements other than Buildings	86,959	2010 HUD Entitlement Grant
Community & Environment/NEFI	129	220435	129/220435	58301	Other Grants & Aids	18,000	2010 HUD Entitlement Grant
PS/E911	145	330404	145/330404	54601	Repair and Maintenance	469,969	Upgrading E-911 System, BCC approved 9/16/13
PS/E911	145	330404	145/330404	56401	Machinery & Equipment	222,292	Upgrading E-911 System, BCC approved 9/16/13
Community & Environment/NEFI	147	220441	147/220441	58301	Other Grants & Aids	56,502	2011 HUD HOME Grant

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Community & Environment/CRA	151	220521	151/220521	51301	Other Salaries & Wages	68,000	Temporary Employees for Clean-ups thru growing season
Community & Environment/CRA	151	220521	151/220521	54901	Other Current Charges & Obligations	40,000	Tipping Fees/Repairs for Clean-ups
Community & Environment/CRA	151	220519	151/220519	58301	Other Grants & Aids	11,000	CRA Barrancas
Public Works/Engineering	152	110269	152/110269	56301	Improvements Other than Buildings	848,435	Southwest Sector (Sorrento Road)/Currently in Design, balance in project
Public Works/Engineering	152	210507	152/210507	56301	Improvements Other than Buildings	790	Sorrento TRIP Program/Currently in Design, balance in project
Public Works/Engineering	152	210508	152/210508	56301	Blue Angel TRIP Program	22,891	Blue Angel TRIP Program/Currently in Design, balance in project
Public Works/Engineering	175	211602	175/211602	56301	Improvements Other than Buildings	65,000	Dredging Lafitte Cove
Public Works/Engineering	181	210719	181/210719	56301	Improvements Other than Buildings	6,983	Master Drainage Basin I/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210720	181/210720	56301	Improvements Other than Buildings	14,211	Master Drainage Basin II/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210721	181/210721	56301	Improvements Other than Buildings	21,610	Master Drainage Basin III/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210722	181/210722	56301	Improvements Other than Buildings	15,226	Master Drainage Basin IV/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210723	181/210723	56301	Improvements Other than Buildings	33,546	Master Drainage Basin V/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210724	181/210724	56301	Improvements Other than Buildings	23,647	Master Drainage Basin VI - Nims/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210725	181/210725	56301	Improvements Other than Buildings	5,384	Master Drainage Basin VII - Chablis/Construction funds
Public Works/Engineering	181	210725	181/210725	56301	Improvements Other than Buildings	25,111	Master Drainage Basin VII - L Street/Active project; must be able to process purchase orders
Public Works/Engineering	181	210725	181/210725	56301	Improvements Other than Buildings	250	Master Drainage Basin VII - Mackey Bluff/Design funds
Public Works/Engineering	181	210725	181/210725	56301	Improvements Other than Buildings	25,292	Master Drainage Basin VII /Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210726	181/210726	56301	Improvements Other than Buildings	5,000	Master Drainage Basin VIII - Lake Charlene/Currently in design
Public Works/Engineering	181	210726	181/210726	56301	Improvements Other than Buildings	4,618	Master Drainage Basin VIII - Old Corry Field Rd/Currently in design
Public Works/Engineering	181	210726	181/210726	56301	Improvements Other than Buildings	14,903	Master Drainage Basin VIII /Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210727	181/210727	56301	Improvements Other than Buildings	35,922	Master Drainage Basin IX/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210728	181/210728	56301	Improvements Other than Buildings	10,000	Master Drainage Basin X - Sea Spray/Design funds
Public Works/Engineering	181	210728	181/210728	56301	Improvements Other than Buildings	103,147	Master Drainage Basin X - Innerarity Point Drainage/Currently in Design, construction funds

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	181	210728	181/210728	56301	Improvements Other than Buildings	39,823	Master Drainage Basin X /Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210729	181/210729	56301	Improvements Other than Buildings	2,224	Master Drainage Basin XI/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210730	181/210730	56301	Improvements Other than Buildings	6,136	Master Drainage Basin XII/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210731	181/210731	56301	Improvements Other than Buildings	85,000	Master Drainage Basin XIII - West Roberts Road/Construction funds
Public Works/Engineering	181	210731	181/210731	56301	Improvements Other than Buildings	20,000	Master Drainage Basin XIII - Edendale/Design funds
Public Works/Engineering	181	210731	181/210731	56301	Improvements Other than Buildings	33,816	Master Drainage Basin XIII /Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210732	181/210732	56301	Improvements Other than Buildings	10,189	Master Drainage Basin XIV/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210732	181/210732	56301	Improvements Other than Buildings	28,867	Master Drainage Basin XV/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210732	181/210732	56301	Improvements Other than Buildings	58,195	Master Drainage Basin XVI/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210732	181/210732	56301	Improvements Other than Buildings	9,086	Master Drainage Basin XVII/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/Engineering	181	210732	181/210732	56301	Improvements Other than Buildings	7,879	Master Drainage Basin XVIII/Needed for Drainage Projects in this area due to overabundance of rainfall
Public Works/ECAT	320	320410	320/320410	54607	Support Facility Repairs	53,720	2009 FTA GRANT FL 90-X701
Public Works/ECAT	320	320410	320/320410	55230	Computer Equip Software	5,000	2010 FTA GRANT FL 90-X701
Public Works/ECAT	320	320410	320/320410	55231	Bus Stop Signs/Poles	29,500	2011 FTA GRANT FL 90-X701
Public Works/ECAT	320	320410	320/320410	56401	Machinery & Equipment	1,159,485	2012 FTA GRANT FL 90-X701
Public Works/ECAT	320	320410	320/320410	56408	Maintenance Equipment	165,059	2013 FTA GRANT FL 90-X701
Public Works/ECAT	320	320411	320/320411	56401	Machinery & Equipment	268	2008 FTA Grant FL 90-X666
Public Works/ECAT	320	320415	320/320415	54607	Support Facility Repairs	431,778	2010 FTA Grant FL 90-X728
Public Works/ECAT	320	320415	320/320415	55201	Operating supplies	112,500	2010 FTA Grant FL 90-X728
Public Works/ECAT	320	320415	320/320415	55230	Computer Equip Software	7,000	2010 FTA Grant FL 90-X728
Public Works/ECAT	320	320415	320/320415	55231	Bus Stop Signs/Poles	12,000	2010 FTA Grant FL 90-X728
Public Works/ECAT	320	320415	320/320415	56408	Maintenance Equipment	7,623	2010 FTA Grant FL 90-X728
Public Works/ECAT	320	320416	320/320416	54607	Support Facility Repairs	133,397	2011 FTA Grant FL90-X759
Public Works/ECAT	320	320416	320/320416	55230	Computer Equip Software	35,600	2011 FTA Grant FL90-X759
Public Works/ECAT	320	320416	320/320416	56408	Maintenance Equipment	259,532	2011 FTA Grant FL90-X759
Public Works/ECAT	320	320417	320/320417	53101	Professional Services	150,000	2012 FTA Grant 90-X804
Public Works/ECAT	320	320417	320/320417	54601	Repair and Maintenance	147,000	2012 FTA Grant 90-X804
Public Works/ECAT	320	320417	320/320417	55201	Operating supplies	40,000	2012 FTA Grant 90-X804
Public Works/ECAT	320	320417	320/320417	56401	Machinery & Equipment	534,431	2012 FTA Grant 90-X804
Public Works/ECAT	320	320418	320/320418	56301	Improvements other than Buildings	15,000	2013 FTA Grant FL90-X818
Public Works/ECAT	320	320418	320/320418	56401	Machinery & Equipment	426,005	2013 FTA Grant FL90-X818
Public Works/ECAT	320	320419	320/320419	56301	Improvements other than Buildings	20,000	2013 FTA Grant FL90-X825
Public Works/ECAT	320	320419	320/320419	56401	Machinery & Equipment	20,000	2013 FTA Grant FL90-X825
Community Affairs/Animal Shelter	352	330435	352/330435	56301	Improvements other than Buildings	2,794	Animal Shelter - Proj# 12CA1823
Facilities	352	110267	352/110267	56201	Buildings	364,097	Molino School Renovations - Project Completion/PM Fees - Proj# 08PF0045

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Facilities	352	110267	352/110267	56201	Buildings	1,326,472	4-H Facility - Construction/Project Costs - Proj# 12PF1675
Facilities	352	110267	352/110267	56201	Buildings	314,172	Perdido VIC / Fire Station - Project Completion/Furniture/PM Fees - Proj# 08PF0012
Facilities	352	110267	352/110267	56201	Buildings	10,000	Englewood Community Ctr - Project Completion/Furniture/PM Fees - Proj# 12PF1973
Facilities	352	330228	352/330228	56201	Buildings	738,425	Fire Training Facility - Proj# 09FS0052
Facilities	352	540115	352/540115	56301	Improvements other than Buildings	400,000	Flood Wall at CBD - Proj# 13SH2253
Facilities	352	540115	352/540115	56201	Buildings	21,628	Sheriff Perdido Firing Range - DCAT Fees - Proj# 11SH1221
Facilities	352	540115	352/540115	56301	Improvements other than Buildings	398,382	Sheriff Capital Projects - Jail Renovations - Proj# 07SH0019
Facilities	352	540115	352/540115	56401	Machinery & Equipment	666,288	Sheriff Capital Projects - Jail Renovations - Proj# 07SH0019
Facilities	352	410149	352/410149	56301	Improvements other than Buildings	23,303	Judicial Center Capital Improvements
Community & Envir/Capital Projects - LOST	352	220102	352/220102	56101	Land	440,000	Acquisition of Boat Ramp Properties - Proj# 08NE0018
Community & Envir/Capital Projects - LOST	352	220102	352/220102	56301	Improvements other than Buildings	30,000	Match for Purchase of Perdido Key Beach Access - Proj# 08NE0028
Community & Envir/Capital Projects - LOST	352	220102	352/220102	56301	Improvements other than Buildings	70,901	Match for Purchase of Perdido Key Beach Access - Proj# 08NE0072
Community & Envir/Capital Projects - LOST	352	220102	352/220102	56301	Improvements other than Buildings	688,500	Match for Purchase of Perdido Key Beach Access - Proj# 12NE1712
Community & Envir/Capital Projects - LOST	352	220102	352/220102	56301	Improvements other than Buildings	18,473	Match for Purchase of Perdido Key Beach Access - Proj# 08NE0048
Community & Envir/Capital Projects - LOST	352	220102	352/220102	56301	Improvements other than Buildings	150,000	Palafox Streetscaping (set up project)
Community & Envir/Capital Projects - LOST	352	220102	352/220102	56301	Improvements other than Buildings	214,603	Restoration of Ten Mile Creek - Proj# 09NE0018
Community & Envir/Capital Projects - LOST	352	220102	352/220102	56301	Improvements other than Buildings	14,445	Restoration of Ten Mile Creek - Proj# 11NE1463
Community & Envir/Capital Projects - LOST	352	220102	352/220102	56301	Improvements other than Buildings	119,003	Construct Trail/Boardwalk - Jones Swamp - Proj# 11NE0878
Public Works/Engineering	352	210104	352/210104	56301	Improvements Other than Buildings	250,572	UWF Campus Agreement (Greenbriar)/Currently in Design; balance of funds available
Public Works/Engineering	352	210109	352/210109	56301	Improvements Other than Buildings	6,592,139	Olive Road/Currently under Design (East and West Corridor); balance of available funds
Public Works/Engineering	352	210112	352/210112	56301	Improvements Other than Buildings	638,332	Maplewoods/ReBudget balance of grant - these funds will be utilized to design and construct the Ashland Bridge and ditch piping in subdivision (Revised Project Request with FDOT)
Public Works/Engineering	352	210110	352/210110	56301	Improvements Other than Buildings	14	Crabtree Church Road/Rebudget balance of grant
Public Works/Engineering	352	210113	352/210113	56301	Improvements Other than Buildings	637,816	Jack's Branch Road/Rebudget balance of grant
Public Works/Engineering	352	210517	352/210517	56301	Improvements Other than Buildings	975,000	Myrtle Grove Elementary School Sidewalk/Rebudget balance of grant
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	889,176	69th Avenue Drainage North/In Design; scheduled for construction December 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	37,177	Avery Street (Kupfrian Park)/Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	139,930	Beach Haven/Currently in Design; balance of funds available

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	29,040	Brookhollow Construction/Currently Under Construction, balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	18,540	Choctaw Drainage/Balance of funds in project
							Delano Road and Drainage
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	2,027,072	Improvements/Scheduled for Construction December 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	404,046	Drainage Basin Funds/Stormwater Basin Studies; balance of funds in project
							Ensley Drainage/Detroit and Johnson currently under construction; balance of funds in project is for additional phases for the Ensley area
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	1,576,940	
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	33,445	Fairway Drive/Under construction
							Figland Road/Currently in Design; balance of funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	119,132	
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	75,000	Grande Lagoon/Currently Out for Design; Funds for Construction December 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	785,495	Guidy Lane/Funds for Construction. Should go out for bids before December 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	23,372	Gulf Beach Highway/Under construction; balance of funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	9,105	Jackson Lake Diversion Project/Currently in design; balance of funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	12,574	Jordan and P Street/Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	225,000	Mackey Bluffs/Currently in design; construction funds
							Maplewoods/ReBudget balance of LOST funds - these funds will be utilized to design and construct the Ashland Bridge and ditch piping in subdivision (Revised Project Request with FDOT)
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	233,169	
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	94,000	Massachusetts Avenue Drainage/Currently under design; construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	128,501	Matthew Lane/Currently under design; construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	359,926	Merlin Road/Currently under design; construction funds
							Michael/Market/In Design and property acquisition; Construction scheduled to start December 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	35,763	
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	785,214	Muscogee Road/Several phases under construction; balance of funds available
							Myrtle Grove Jackson/Several phases of this project are scheduled to begin construction December 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	43,633	
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	25,000	Navy Point/Design Funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	9,803	Old Corry Road /Design funds
							Pensacola Beach Roads/Drainage/Several projects under construction; balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	512,874	
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	5,859	Perdido Bay C/C Estates/Currently in Design; balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	175,428	Project Management Services/Personnel Costs

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	8,025	River Gardens/Under construction; balance of funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	10,080	Seaglates/Currently under design
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	6,844	Shoshone and Choctaw/Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	3,160	Shadow Grove/Currently in design
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	210,938	Town of Century (HMGP)/Alleviate a flooding problem along US Highway 29 at the north of the Town of Century and serves as an emergency evacuation route. 25% local match of the Hazard Mitigation Grant.
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	50,000	Water Oaks/Drainage project, construction scheduled December 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	128,027	Wingfoot/Capital/In property acquisition phase of project; need funds for property purchase, appraisals, etc. needed ; property owners need to be contacted
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	2,259	65th Avenue Sidewalks/Under construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	121,126	69th Avenue Sidewalks/Construction Funds, scheduled to start October 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	522	ADA Compliance Plan/Currently under design
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	4,900	Bauer Road Turn Lane/Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	119,988	Bellview Avenue Sidewalks/Construction scheduled to start October 2012.
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	473,155	Beulah Road Improvements/Beltway
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	3,000	/Scheduled for Construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	15,320	Blueberry Lane/Funds for title search
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	95,365	Bobe Street Sidewalks/Currently in design. Scheduled for Construction 2013
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	1,956,820	Brickyard Road/Currently Under Construction, balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	61,873	Bridge Renovations/Construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	599,729	Burgess Road/Creighton/Currently in design, balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	60,023	Burgess Road/Creighton/Currently in design, balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	162,197	Campbell Road/Currently in design.
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	73,843	Carver Park Improvements/Currently in design; balance of funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	25,000	Cody and Jernigan Safety Upgrades/Under construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	85,923	Crosswalks/SRIA/Crosswalks project.
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	698,487	Detroit Blvd. Safety Improvements/Design funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	2,539	Dirt Road Paving/Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	588,936	Dog Track at Gulf Beach Hwy Turn Lane/Currently under construction. Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	460,045	East/West Longleaf Drive/Currently in design. Balance of funds in project.
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	18,573	Eastman Lane/Currently in design. Balance of funds in project for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings		Fairgrounds Road/Currently under construction; balance of funds in project

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	190,000	Guidy Lane/Funds for Construction. Should go out for bids before December 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	577	Gulf Beach Hwy Sidewalks/Currently under Construction for Phase 3; balance of funds in project for next phase
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	343,066	Highway 297A Widening/Currently under Construction for Sandicrest to Pine Forest; Next Phase out to construction October 2012 Sandicrest to Kingsfield
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	8,750	Highway 97 Widening/Scheduled for Construction. Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	195,325	Innerarity Road Sidewalks/Currently under design; balance of funds in project for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	1,089,708	ITS Application/Tentative scheduled to go out for bids November 2013
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	1,372	Jaunita Williams Parking Lot/Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	35,982	Johnson Avenue Bridge/Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	4,755,776	Kingsfield Extension/Currently out for Design - Well line, Quintette and Kingfield Road; balance of available funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	35,400	Lanier and Langley Intersection Impr./Scheduled for Construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	53,716	Lodestar Avenue Sidewalks/Currently in design; construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	8,691	Longleaf Drive Turn Lane/Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	226,413	Neighborhood Enhancements/Funds for pending projects, i.e. Northpointe, North Miller, and Crescent Lake
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	5,762	Marlane Drive Guardrail/Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	12,397	Nine Mile Road (Pine Forest to 29)/Currently in Design; balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	23,000	Nine Mile Road at Louise Avenue/Construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	30,000	Olive Road/Currently under Design (East and West Corridor); balance of available funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	65,687	Patricia Road Bridge/Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	6,995	Pelt Road/Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	3,500	Pensacola Beach Traffic Study/Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	50,000	Pine Forest Road at Chellie/Design funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	101,230	Quintette Bridge/Currently under construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	915,617	Resurfacing/Several Projects in construction; balance of funds In projects for unexpected change orders
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	51,135	Sidewalks/Several sidewalks project under construction; balance of funds in project for unexpected change orders
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	4,434	Ten Mile Road Turn Lane/Balance of funds in project

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	200,000	Ten Mile Roadway Improvements/Construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	39,500	Third and Winthrop/Design funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	90,000	Tippen Road Sidewalks/Currently in design; construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	60,000	Treasure Hills/Design funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	234,000	W Street Sidewalks/Currently in design; construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	108,270	ECUA reimbursement for Beach Haven
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	8,100	ECUA reimbursement for Ten Mile @ Motley
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	43,849	ADA Improvements/Active project; in construction
Parks and Recreation	352	350229	352/350229	56101	Land	59,845	Land Acquisition/Active project; balance in project
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	73,724	Molino Ball Field/Active project; in construction
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	64,299	Myrtle Grove Parking Lot/Currently in design; Construction Scheduled for December 2012
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	49,683	Park Development/Active project; balance in project
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	317,528	Brosnham Park/Construction funds; project in design
Parks and Recreation	352	350229	352/350229	55201	Operating Supplies	17,990	Brosnham Park/Active project; balance in project
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	68,779	Parks Maintenance Equipment/Active project; balance in project
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	43,130	Playground Safety and ADA Upgrades/Active project; balance in project
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	24,743	Playgrounds /Active project; balance in project
Parks and Recreation	352	350229	352/350229	55201	Operating Supplies	70,000	Softball Fields (John R. Jones)/Active project; balance in project
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	146,218	Softball Fields (John R. Jones)/Active project; balance in project
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	10,678	Wedgewood Park Improvements/Active project; balance in project
Parks and Recreation	352	350231	352/350231	55201	Operating Supplies	29,000	Equestrian Center/Active project, balance in project
Parks and Recreation	352	350231	352/350231	56301	Improvements Other than Buildings	7,459	Equestrian Center/Active project, balance in project
Public Works/Engineering	401	230316	401/230316	56301	Improvements Other than Buildings	80,847	Saufley Landfill/Construction of Saufley Landfill

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Facilities	001			389901	Fund Balance	61,930	Light retrofit and Jail steam renovations PH III
Facilities	001			389901	Fund Balance	6,094	Juvenile Justice Capital
							SRIA Projects/Balance of funds for projects on Santa Rosa Island
Public Works/Engineering	001			389901	Fund Balance	17,298	
Non-Departmental	001			389901	Fund Balance	17,639	AHCA Carry Forward Funds for FY13-14.
Com & Envir/Water Quality & Land Mgmt	101			343701	Tree Fund Ordinance	8,400	Tree Fund Ordinance
Com & Envir/Water Quality & Land Mgmt	101			349010	Wetland Mitigation Fees	12,000	Wetland Mitigation Fees
SW/Fundraisers	101			389901	Fund Balance	217	Supplies for Dump Dash 5K Fundraiser
							LOF8 Navy Landing Strip/Current contract for surveying and geotechnical services; balance in project
Public Works/Engineering	102			389901	Fund Balance	134,140	
Public Works/ECAT	104			331465	2012 FTA Grant FL90-X804	515,510	2012 FTA Grant FL90-X804
Public Safety/Fire Services	110			331274	2011 State Homeland Security Grant	37,471	2011 State Homeland Security Grant
Public Safety/Fire Services	110			331275	2012 State Homeland Security Grant	14,745	2012 State Homeland Security Grant
Com & Envir/Water Quality & Land Mgmt	110			331305	Glynn Key Stormwater	5,000	Glynn Key Stormwater
Com & Envir/Water Quality & Land Mgmt	110			334220	Density Reduction PNS-NAS	54,212	Density Reduction PNS-NAS
Com & Envir/Water Quality & Land Mgmt	110			331318	Jones Creek East Stream #G0281	6,360	Jones Creek East Stream #G0281
Com & Envir/Water Quality & Land Mgmt	110			366006	International Paper Educational Funds	647	International Paper Educational Funds
Com & Envir/Water Quality & Land Mgmt	110			334268	Density Reduction Area A	40,000	Density Reduction Area A
Com & Envir/Water Quality & Land Mgmt	110			331412	S.W. Greenway Recreational Trail	200,000	S.W. Greenway Recreational Trail
	110			334221	EMS County Award Grant	6,783	EMS County Award Grant #C1017
	110			334244	Hazardous Materials Plan	21,851	Hazardous Materials Plan
PS/EM	110			331228	PS Em Prep DCA Civil Defense Grant	57,510	DCA/Civil Defense Grant
PS/EM	110			331266	Emergency Mgmnt Performance	20,682	EMP Federal Grant
PS/EM	110			331228	DCA-Civil Defense Grt2012	93,778	DCA-Civil Defense Grt2012
PS/EM	110			331266	Emergency Mgmnt Performance	65,286	EMP Federal Grant
PS/EM	110			334252	Domestic Security Grant	26,938	Domestic Security Grant
Public Works/Engineering	110			331406	Bellview Elementary sidewalks	13,832	construction scheduled for October 2013
							TRIP - 9 Mile Road and Pine Forest/Currently in Design, balance in project
Public Works/Engineering	110			334445	TRIP - 9 Mile Road and Pine Forest	106,189	
Supervisor of Elections	110			331105	Federal Elections Activity HAVA Grant	38,211	Federal Elections Activity HAVA Grant
Judicial/Court Administration	110			331829	Drug Court Expansion Grant	359,447	Drug Court Expansion Grant
Com & Envir/Perdido Key Beach Mouse	117			324221	Perdido Key Beach Mouse	68,500	Perdido Key Beach Mouse
Community & Environment/NEFI	129			331553	2012 HUD Entitlement Grant	60,000	2012 HUD Entitlement Grant
Community & Environment/NEFI	129			331552	2011 HUD Entitlement Grant	95,500	2011 HUD Entitlement Grant
Community & Environment/NEFI	129			331548	2010 HUD Entitlement Grant	104,959	2010 HUD Entitlement Grant
PS/E911	145			389901	Fund Balance	692,261	Upgrading E-911 System, BCC approved 9/16/13
Community & Environment/NEFI	147			331562	2011 HUD HOME Grant	56,502	2011 HUD HOME Grant
Community & Environment/CRA	151			389901	Fund Balance	108,000	Neighborhood Restoration
Community & Environment/CRA	151			389901	Fund Balance	11,000	CRA Barrancas
							Southwest Sector (Sorrento Road)/Currently in Design, balance in project
Public Works/Engineering	152			389901	Fund Balance	848,435	
Public Works/Engineering	152			389901	Fund Balance	790	Sorrento TRIP Program/Currently in Design, balance in project
							Blue Angel TRIP Program/Currently in Design, balance in project
Public Works/Engineering	152			389901	Fund Balance	22,891	
Public Works/Engineering	175			389901	Fund Balance	65,000	Dredging Lafitte Cove
Public Works/Engineering	181			389901	Fund Balance	646,065	Master Drainage Basin funds
Public Works/ECAT	320			331454	2009 FTA Grant FL 90X701	1,412,764	2014 FTA GRANT FL 90-X701
Public Works/ECAT	320			331450	2008 FTA Grant FL 90X666	268	2008 FTA Grant FL 90-X666
Public Works/ECAT	320			331455	2010 FTA Grant FL 90X728	570,901	2010 FTA Grant FL 90-X728
Public Works/ECAT	320			331459	2011 FTA FL90X759	428,529	2011 FTA Grant FL90-X759

FY 13/14 Re-Budgets-Manual Entry							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/ECAT	320			331460	2012 FTA Grant 90X804	871,431	2012 FTA Grant 90-X804
Public Works/ECAT	320			331462	2013 FTA Grant FL90-X818	441,005	2013 FTA Grant FL90-X818
Public Works/ECAT	320			331464	2013 FTA Grant FL90-X825	40,000	2013 FTA Grant FL90-X825
Multi-Departmental Capital Projects - LOST	352			389901	Fund Balance	39,831,228	Multi-Departmental Capital Projects - LOST
Public Works/Engineering	352			337302	ECUA Contri Capital Project	108,270	ECUA reimbursement for Beach Haven
Public Works/Engineering	352			337302	ECUA Contri Capital Project	8,100	ECUA reimbursement for Ten Mile @ Motley
Public Works/Engineering	401			389901	Fund Balance	80,847	Saufley Landfill/Construction of Saufley Landfill



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	PO No	PO Description	Vend No	Full Vendor Name	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
001	GENERAL FUND	110201	NON DEPTMTAL ADMIN	53101		130862	FEDERAL LOBBYIST FOR PENS	010368	010368 - ALCALDE & FAY LTD	71,000.00	0.00	65,000.00	6,000.00
				53101		131293	LOBBYIST SERVICES FOR THE	191559	191559 - SCG GOVERNMENTAL AFFAIRS, LLC	28,000.00	0.00	4,000.00	24,000.00
				53101		131345	PD 12-13.059 ESCAMBIA COU	201250	201250 - THE WATERS CONSULTING GROUP, INC	23,000.00	0.00	6,900.00	16,100.00
001	GENERAL FUND	150101	HUMAN RESOURCES ADMIN	55501		130651	KRONOS EDUCATIONAL ONSITE	111135	111135 - KRONOS INCORPORATED	11,070.00	0.00	0.00	11,070.00
001	GENERAL FUND	220101	ADMIN- NEIGHBORHOOD & PLANNING & ZONING	56301	NRDA1201	121557	PROVIDE CEI AND PROJECT M	164749	164749 - ATKINS NORTH AMERICA INC	84,784.00	0.00	65,120.74	19,663.26
001	GENERAL FUND	250501		53101		130956	TASK ORDER NO. 02.03.79.4	051166	051166 - ENGINEERING & PLANNING RESOURCES PC	0.00	7,500.00	7,125.00	375.00
001	GENERAL FUND	270102	INFORMATION SYSTEMS	53401		131145	PROFESSIONAL SERVICES PRO	195353	195353 - STEELPIVOT INC	11,000.00	0.00	0.00	11,000.00
				56401	JAILTRAN	131299	LENEL ACCESS CONTROL WHIC	010949	010949 - ADVANCED CONTROL CONCEPTS INC	1,697.25	0.00	0.00	1,697.25
				56401	JAILTRAN	131347	EMC VNX STORAGE PER ATTAC	150525	150525 - PC SPECIALISTS INC	16,368.10	0.00	0.00	16,368.10
001	GENERAL FUND	270103	TELECOMMUNICATIONS	56401	JAILTRAN	131347	EMC VNX STORAGE PER ATTAC	150525	150525 - PC SPECIALISTS INC	15,505.00	0.00	0.00	15,505.00
001	GENERAL FUND	270109	IT APPLICATIONS	53101		130703	PROFESSIONAL SERVICES FOR	111135	111135 - KRONOS INCORPORATED	90,855.00	0.00	42,296.39	48,558.61
001	GENERAL FUND	270110	IT PC SUPPORT	55201	JAILTRAN	131319	PURCHASE OF CISCO UCS BLA	150525	150525 - PC SPECIALISTS INC	4,312.00	0.00	0.00	4,312.00
				56401	JAILTRAN	131319	PURCHASE OF CISCO UCS BLA	150525	150525 - PC SPECIALISTS INC	43,605.00	0.00	0.00	43,605.00
				56401	JAILTRAN	131347	EMC VNX STORAGE PER ATTAC	150525	150525 - PC SPECIALISTS INC	15,937.00	0.00	0.00	15,937.00
001	GENERAL FUND	270111	IT INFRASTRUCTURE	53401	JAILTRAN	131299	LENEL ACCESS CONTROL WHIC	010949	010949 - ADVANCED CONTROL CONCEPTS INC	2,600.00	0.00	0.00	2,600.00
				55201	JAILTRAN	131299	LENEL ACCESS CONTROL WHIC	010949	010949 - ADVANCED CONTROL CONCEPTS INC	13,954.03	0.00	0.00	13,954.03
				55201	JAILTRAN	131362	SOFTWARE FOR INFRASTRUCTU	150525	150525 - PC SPECIALISTS INC	28,543.30	0.00	0.00	28,543.30
001	GENERAL FUND	310204	FACILITIES PRIORITY ONE	56201		130421	ENGINEERING SERVICES FOR	250152	250152 - H M YONGE & ASSOCIATES INC	3,800.00	3,100.00	5,275.00	1,625.00
				56201		131035	EQUIPMENT FOR JAIL STEAM	121290	121290 - LOUISIANA STEAM EQUIPMENT LLC	20,858.00	459.60	20,817.60	500.00
				56201		131056	LABOR AND MATERIALS FOR J	011180	011180 - AIR DESIGN SYSTEMS INC	29,378.00	0.00	26,440.00	2,938.00
				56401		131172	M.C. BLANCHARD JUDICIAL R	130651	130651 - MCNORTON MECHANICAL CONTRACTORS INC	21,285.00	0.00	13,835.25	7,449.75
001	GENERAL FUND	330403	COMMUNICATIONS	53101		131154	SYSTEM AND SERVICES FOR S	090615	090615 - INFOR PUBLIC SECTOR INC	56,300.00	0.00	0.00	56,300.00
				55501		131154	SYSTEM AND SERVICES FOR S	090615	090615 - INFOR PUBLIC SECTOR INC	19,600.00	0.00	0.00	19,600.00
				56301		131264	PURCHASE OF UPS, INCLUDIN	V0000341	V0000341 - PROVANTAGE LLC	0.00	16,975.00	0.00	16,975.00
				56301		131268	PURCHASE OF GENERAC SYSTE	050908	050908 - EMERGENCY SYSTEMS SERVICES INC	0.00	20,046.00	0.00	20,046.00
				56301		131288	FENCE, RELOCATE & REINSTA	034300	034300 - COMMUNICATIONS ENGINEERING SERVICES	22,800.82	0.00	0.00	22,800.82
				56301		131291	UNDERGROUND ELECTRICAL IN	073399	073399 - GULF POWER CO	8,215.00	0.00	0.00	8,215.00
				56301		131292	INSTALLATION OF GENERATOR	073481	073481 - GULF WINDS ELECTRIC, LLC	27,001.41	0.00	0.00	27,001.41
				56401		131338	CAD SERVERS PER ATTACHED	150525	150525 - PC SPECIALISTS INC	34,534.30	0.00	0.00	34,534.30
101	ESCAMBIA CTY RESTRICTED	210408	HOST ORDINANCE ITEMS	54931		120795	OPEN END BLANKET PURCHASE	190693	190693 - SAM'S CLUB 8119	3,000.00	2,496.55	4,669.16	827.39
101	ESCAMBIA CTY RESTRICTED	220310	TREE FUND ORDINANCE FEES	56301		130777	UNIT PRICE, INDEFINITE QU	182328	182328 - ROADS INC OF NWF	20,000.00	0.00	0.00	20,000.00
101	ESCAMBIA CTY RESTRICTED	220336	WETLAND MITIGATION FEES	53101		121222	DEVELOP AND OBTAIN REGULA	232151	232151 - WETLAND SCIENCES INC.	12,000.00	0.00	9,375.00	2,625.00
				56401		131359	PURCHASE OF (1) PALADIN B	022300	022300 - BEARD EQUIPMENT COMPANY	25,500.00	0.00	0.00	25,500.00



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	PO No	PO Description	Vend No	Full Vendor Name	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
101	ESCAMBIA CTY RESTRICTED	220809	MEMORIAL REEF	56301		121601	SUPPLY, LOAD, TRANSPORT A	230402	230402 - DAVID WALTER	2,670.00	0.00	0.00	2,670.00
102	ECONOMIC DEVELOPMENT FUND	360704	ECON DEV OPERATING	58201		101718	NAVY FEDERAL CREDIT UNION	851953	851953 - NAVY FEDERAL CREDIT UNION	52,396.33	0.00	41,917.04	10,479.29
				58201		130667	MISCELLANEOUS APPROPRIATI	161005	161005 - PENSACOLA BAY AREA CHAMBER OF COMM	75,000.00	0.00	0.00	75,000.00
				53101	13OLF8	131324	TASK ORDER NO. 02.03.79.9	200951	200951 - TERRACON CONSULTANTS INC	0.00	25,800.00	0.00	25,800.00
				53101	13OLF8	131325	TASK ORDER NO.02.03.79.2.	021556	021556 - BASKERVILLE-DONOVAN INC	40,060.00	0.00	23,835.70	16,224.30
108	TOURIST PROMOTION FUND	220805	4TH CENT MARINE RECREATIO	53101		121580	LABORATORY SERVICES FOR A	200975	200975 - TEXAS A&M UNIVERSITY	0.00	17,250.00	0.00	17,250.00
				56301		121597	SUPPLY, LOAD, TRANSPORT A	033754	033754 - COASTAL REEF BUILDERS INC	14,000.00	0.00	0.00	14,000.00
				56301		121601	SUPPLY, LOAD, TRANSPORT A	230402	230402 - DAVID WALTER	16,530.00	0.00	0.00	16,530.00
				53101		130847	P.O. FOR SERVICES TO ASSE	232151	232151 - WETLAND SCIENCES INC.	12,000.00	(4,450.00)	6,260.00	1,290.00
108	TOURIST PROMOTION FUND	360103	BP - OIL SPILL GRANT	58201	OILSPL10	111293	COUNTY CONTRIBUTION TO PE	161005	161005 - PENSACOLA BAY AREA CHAMBER OF COMM	3,166,041.50	0.00	3,130,792.42	35,249.08
110	OTHER GRANTS & PROJECTS	210515	BELLVIEW ELMNTRY SIDEWALK	56301		130822	LOCAL AGENCY PROGRAM AGRE	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	38,078.57	0.00	4,950.21	33,128.36
				56301		131267	CONTRACT PD 12-13.034 "BE	182328	182328 - ROADS INC OF NWF	424,034.38	0.00	0.00	424,034.38
110	OTHER GRANTS & PROJECTS	220338	ORISKANY PCB MONITORING	53101		121580	LABORATORY SERVICES FOR A	200975	200975 - TEXAS A&M UNIVERSITY	49,500.00	14,250.00	44,250.00	19,500.00
110	OTHER GRANTS & PROJECTS	220807	VESSEL REGISTRATION FEES	53101		130847	P.O. FOR SERVICES TO ASSE	232151	232151 - WETLAND SCIENCES INC.	4,000.00	0.00	0.00	4,000.00
				56301		130847	P.O. FOR SERVICES TO ASSE	232151	232151 - WETLAND SCIENCES INC.	5,000.00	(4,500.00)	0.00	500.00
				53401		131159	REMOVAL OF DERELICT VESSE	061846	061846 - FLORIDA'S FOREST RECYCLERS LLC	68,498.00	0.00	0.00	68,498.00
				56301		131237	LUMP SUM CONTRACT FOR LIT	072896	072896 - GULF MARINE CONSTRUCTION, INC	2,745.00	0.00	0.00	2,745.00
110	OTHER GRANTS & PROJECTS	221002	GLYNN KEY STORMWATER	53101		121035	DESIGN AND PERMITTING SER	232151	232151 - WETLAND SCIENCES INC.	0.00	450.00	0.00	450.00
110	OTHER GRANTS & PROJECTS	221012	JONES CRK EAST STRM#G0281	56301		130777	UNIT PRICE, INDEFINITE QU	182328	182328 - ROADS INC OF NWF	376,956.69	0.00	342,911.69	34,045.00
110	OTHER GRANTS & PROJECTS	330459	DOMESTIC SECURITY GRANT	53401		131254	PROVIDE HSEEP COMPLIANT P	232000	232000 - WEST FL REGIONAL PLANNING COUNCIL	10,000.00	0.00	0.00	10,000.00
115	ARTICLE V FUND	410503	COURT TECHNOLOGY	56401		131330	PROVIDE PO TO PURCHASE 2	026963	026963 - CDW LLC	2,850.00	0.00	0.00	2,850.00
115	ARTICLE V FUND	410505	COURT SECURITY	56401		130940	TOTAL PO AMOUNT \$17,798 P	100313	100313 - JOHNSON CONTROLS INC	17,798.00	830.00	14,379.80	4,248.20
129	CDBG HUD FNTITL FMFNT FUND	220404	CDBG 2012 OTHER ACTIVITY	53101		130829	YEAR TWO REMEDIATION SYST	030296	030296 - CAMERON-COLE LLC	40,651.91	0.00	13,591.82	27,060.09
				53101		131158	PROVIDE PROFESSIONAL SERV	071236	071236 - GEOSYNTEC CONSULTANTS INC	24,500.00	24,400.00	47,900.00	1,000.00
129	CDBG HUD ENTITLEMENT FUND	220434	CDBG 2010 HOUSING REHAB	58301		110750	MONITORING AND CLOSEOUT S	011031	011031 - AEROSTAR ENVIRONMENTAL SERVICES INC	0.00	2,000.00	701.00	1,299.00
				58301		120621	PROF. ENVIRONMENTAL CONS	165054	165054 - PROFESSIONAL SERV INDUSTRIES INC	5,000.00	8,000.00	7,565.50	5,434.50
129	CDBG HUD ENTITLEMENT FUND	220435	CDBG 2010 OTHER ACTIVITY	56201		121349	A&E SERVICES FOR ENGLEWOO	081321	081321 - HEFFERNAN HOLLAND MORGAN	31,777.00	0.00	27,010.45	4,766.55
				58201		121420	BLANKET PURCHASE ORDER TO	200955	200955 - TESI STAFFING & EMPLOYEE SCREENING	16,300.00	5,028.00	17,558.40	3,769.60
				56201		130970	CONSTRUCTION OF A NEW ENG	023335	023335 - BIRKSHIRE JOHNSTONE, LLC	226,000.00	0.00	58,169.25	167,830.75
129	CDBG HUD FNTITL FMFNT FUND	220439	CDBG 2011 OTHER ACTIVITY	53101		121544	INSTALL IN-SITU BIOREACTO	030296	030296 - CAMERON-COLE LLC	42,469.18	0.00	40,129.88	2,339.30
				53101		121567	OPERATION & MAINTENANCE P	030296	030296 - CAMERON-COLE LLC	29,550.37	0.00	14,892.85	14,657.52



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	PO No	PO Description	Vend No	Full Vendor Name	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
129	CDBG HUD ENTITLEMENT FUND	220555	CDBG 2007 OTHER ACTIVITIE	56301		110836	PROVIDE PROFESSIONAL ENGI	060189	060189 - FABRE ENGINEERING INC	11,718.00	(1,785.00)	9,928.25	4.75
147	HUD - HOME FUND	220408	2009 HUD CONSORTIUM	58301		131241	CONSTRUCTION & UPGRADE OF	032335	032335 - CHAVERS CONSTRUCTION INC	36,910.00	0.00	0.00	36,910.00
				58301		131357	INDIVIDUAL ROOM FURNISHIN	V0000264	V0000264 - WOOD YOU OF PENSACOLA INC	2,319.60	0.00	1,159.80	1,159.80
151	COMMUNITY REDEVELOPMENT	220515	CRA BROWNSVILLE	53101		131331	PROVIDE WELL SAMPLING AND	196989	196989 - TBE GROUP INC	3,805.00	0.00	0.00	3,805.00
151	COMMUNITY REDEVELOPMENT	220517	CRA PALAFOX	56301		130872	TASK ORDER NO. 02.03.79.2	081954	081954 - KENNETH HORNE & ASSOCIATES INC	38,891.78	5,000.00	29,687.51	14,204.27
152	SOUTHWEST SECTOR CRA	110269	SOUTHWEST SECTOR CRA	56301	08EN0662	281624	AMENDMENT #1 TO DESIGN AG	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	2,659,914.15	(449,032.06)	1,048,845.36	1,162,036.73
152	SOUTHWEST SECTOR CRA	210507	SORRENTO TRIP PROGRAM	56301	08EN0662	281624	AMENDMENT #1 TO DESIGN AG	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	2,682,914.15	(449,032.06)	1,048,845.50	1,185,036.59
152	SOUTHWEST SECTOR CRA	210508	BLUE ANGEL TRIP PROGRAM	56301	08EN0662	280608	CONTRACT PD. NO. 05.06.77	080064	080064 - HDR ENGINEERING INC	0.00	404,208.53	147,445.40	256,763.13
167	BOB SIKES TOLL FACIL OPER	140301	BOB SIKES TOLL-ADMIN	53101		131323	TASK ORDER 2, SCOPE OF SE	034561	034561 - CONSTANTINE ENGINEERING INC	15,000.00	0.00	9,300.00	5,700.00
167	BOB SIKES TOLL FACIL OPER	140302	BOB SIKES TOLL-OPER & MAI	56301		121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC	0.00	645,854.48	286,294.83	359,559.65
				56301		131027	AWARD A UNIT PRICE CONTRA	160114	160114 - PANHANDLE GRADING & PAVING INC	429,651.10	0.00	359,152.35	70,498.75
				53401		131151	CONTRACT PD 12-13.036 "PE	230340	230340 - WALLACE SPRINKLER & SUPPLY. INC	500,000.00	0.00	210,658.00	289,342.00
175	TRANSPORTATION TRUST	210401	ROADS & BRIDGES ADMIN	54601		111272	AWARD CONTRACT PD 09-10.0	121319	121319 - LUCITY INC	0.00	44,160.50	43,638.31	522.19
				56801		111272	AWARD CONTRACT PD 09-10.0	121319	121319 - LUCITY INC	306,503.50	(44,160.50)	257,478.22	4,864.78
175	TRANSPORTATION TRUST	210402	ROAD MAINTENANCE	56401		130971	(4) 2013 FORD F-750 XL	082128	082128 - HUB CITY FORD-MERCURY INC	290,320.00	0.00	217,740.00	72,580.00
175	TRANSPORTATION TRUST	211602	ENGINEERING/INFRAS TRUCTUR	56301		131349	MAINTENANCE AND DREDGING	033754	033754 - COASTAL REEF BUILDERS INC	17,000.00	0.00	0.00	17,000.00
181	MASTER DRAINAGE BASIN	210724	MASTER DRAINAGE BASIN VI	56301		101630	TASK ORDER NO. 01.02.02.C	021556	021556 - BASKERVILLE-DONOVAN INC	7,479.71	0.00	0.00	7,479.71
				56301		110853	TASK ORDER PD 09-10.079 "	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	159,967.80	0.00	136,544.01	23,423.79
				56301		121503	TASK ORDER NO. 02.03.79.2	081954	081954 - KENNETH HORNE & ASSOCIATES INC	35,775.04	3,250.00	32,071.52	6,953.52
181	MASTER DRAINAGE BASIN	210725	MASTER DRAINAGE BASIN VII	56301		121608	TASK ORDER NO. 02.03.79.2	100142	100142 - JEHLE-HALSTEAD INC	24,750.00	0.00	19,222.50	5,527.50
181	MASTER DRAINAGE BASIN	210728	MASTER DRAINAGE BASIN X	56301		131180	TASK ORDER NO.02.03.79.46	080483	080483 - HAMMOND ENGINEERING INC	35,440.00	11,370.00	21,135.00	25,675.00
320	FTA-CAPITAL PROJECT FUND	320410	2009 FTA FL90X701	55101		131130	LABOR TO INSTALL WORKSTAT	131003	131003 - ROBERT W SCHUSTER	0.00	968.75	0.00	968.75
320	FTA-CAPITAL PROJECT FUND	320415	2010 FTA FL90X728	56401		131212	INDOOR AND OUTDOOR CAMERA	220540	220540 - VICON INDUSTRIES INC	99,954.04	0.00	0.00	99,954.04
				56401		131329	OPTIPLEX 9010 SMALL FORM	131003	131003 - ROBERT W SCHUSTER	1,375.00	0.00	0.00	1,375.00
352	LOST III	110267	PUBLIC FAC & PROJ LOST 3	56201	08PF0012	120709	DESIGN SERVICES FOR PERDI	040217	040217 - DAG ARCHITECTS INC	5,425.15	79,805.48	72,153.63	13,077.00
				56201	08PF0012	120824	PERDIDO KEY FIRE STATION	182355	182355 - ROD COOKE CONSTRUCTION INC	4,620,000.00	(1,406,612.00)	3,176,506.12	36,881.88
				56201	12PF1675	130806	ARCHITECT & ENGINEERING S	081417	081417 - HERNANDEZ CALHOUN DESIGN INTL P A	170,000.00	3,528.00	143,516.50	30,011.50
				56201	09PF0035	130844	PROFESSIONAL SERVICES FOR	011640	011640 - AMEC ENVIRONMENT & INFRASTRUCTURE	950.00	500.00	950.00	500.00
				56201	12PF1973	130970	CONSTRUCTION OF A NEW ENG	023335	023335 - BIRKSHIRE JOHNSTONE, LLC	140,000.00	0.00	60,154.75	79,845.25
				56401	08PF0028	131238	20 DS200 DIGITAL SCANNERS	050431	050431 - ELECTION SYSTEMS & SOFTWARE INC	449,615.00	0.00	353,200.00	96,415.00



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352	LOST III	210104	UWF CAMPUS AGREEMENT	56301	09EN0315	101041	TASK ORDER AWARD FOR PD 0	164749	164749 - ATKINS NORTH AMERICA INC	517,639.00	678,022.67	685,111.98	510,549.69
352	LOST III	210107	TRANSPORTATION & DRAINAGE	56301	08EN0105	101341	CONTRACT PD 09-10.033 "DE	012081	012081 - AMERICAN CONSULTING ENGINEERS OF	489,221.18	0.00	298,861.73	190,359.45
				56301	05EN2313	101399	TO RE-OPEN TASK ORDER CLO	080064	080064 - HDR ENGINEERING INC	0.00	95,742.21	22,546.18	73,196.03
				56301	08EN0045	101410	CONTRACT PD 09-10.044 "DE	021929	021929 - BAYSIDE CONSULTING GROUP OF NWF LLC	228,790.00	157,010.00	326,540.00	59,260.00
				56301	08EN0534	101686	TASK ORDER CONTRACT PD 09-	021556	021556 - BASKERVILLE-DONOVAN INC	699,999.45	430,095.00	1,114,084.35	16,010.10
				56301	10EN0745	110484	CONTRACT PD 09-10.076 "DE	081954	081954 - KENNETH HORNE & ASSOCIATES INC	199,265.00	62,412.54	152,827.82	108,849.72
				56301	11EN0955	110785	TASK ORDER NO. 02.03.79.2	100142	100142 - JEHL-HALSTEAD INC	48,035.00	0.00	25,101.25	22,933.75
				56301	10EN0641	111046	TASK ORDER NO. 02.03.79.5	192991	192991 - SIGMA CONSULTING GROUP INC	0.00	7,325.00	6,185.00	1,140.00
				56301	11EN1122	111068	TASK ORDER NO. 02.03.79.5	061426	061426 - DAVID W. FITZPATRICK, P.E., P.A.	39,765.00	10,234.00	49,422.00	577.00
				56301	08EN0012	111414	TASK ORDER NO. 02.03.79.8	060189	060189 - FABRE ENGINEERING INC	18,721.00	0.00	13,126.50	5,594.50
				56301	08EN0313	111436	CONTRACT 10-11-044 "DESIG	080064	080064 - HDR ENGINEERING INC	462,165.17	0.00	313,108.74	149,056.43
				56301	05EN2169	120701	EXPENDITURE FOR THE CSX T	072898	072898 - GULF COAST TRAFFIC ENGINEERS INC	1,980.50	0.00	0.00	1,980.50
				56301	10EN0323	120721	TASK ORDER NO. 02.0379.52	012081	012081 - AMERICAN CONSULTING ENGINEERS OF	40,137.00	15,706.00	54,383.00	1,460.00
				56301	11EN1405	120773	LUMP SUM PER PD 10-11.061	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	292,853.65	0.00	150,437.05	142,416.60
				56301	09EN0093	120792	TASK ORDER PD 02-03.79.23	081954	081954 - KENNETH HORNE & ASSOCIATES INC	119,957.41	0.00	107,669.30	12,288.11
				56301	09EN0033	120892	PERMIT MONITORING, COMPLI	232151	232151 - WETLAND SCIENCES INC	10,000.00	0.00	3,000.00	7,000.00
				56301	08EN0775	120926	FUNDING FOR MITIGATION MO	050248	050248 - JOE A EDMISTEN INC & ASSOCIATES	3,650.00	0.00	1,800.00	1,850.00
				56301	11EN1405	120956	PD 10-11.0-80 "DESIGN SER	164749	164749 - ATKINS NORTH AMERICA INC	588,131.00	0.00	416,993.32	171,137.68
				56301	09EN0572	121147	TASK ORDER NO. 02.03.79.5	192991	192991 - SIGMA CONSULTING GROUP INC	40,720.00	2,430.00	40,465.00	2,685.00
				56301	12EN2044	121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC	0.00	251,611.03	206,075.33	45,535.70
				56301	12EN1752	121184	LUMP SUM CONTRACT PER TER	192991	192991 - SIGMA CONSULTING GROUP INC	144,220.00	21,160.00	159,864.00	5,516.00
				56301	09EN0115	121251	LUMP SUM CONTRACT PER TER	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	906,213.00	122,714.00	637,242.45	391,684.55
				56301	08EN0115	121336	TASK ORDER NO. 02.03.79.4	080483	080483 - HAMMOND ENGINEERING INC	28,450.00	0.00	13,505.00	14,945.00
				56301	08EN0272	121406	CONTRACT PD 11-12.038 "BE	100142	100142 - JEHL-HALSTEAD INC	999,430.00	0.00	535,146.05	464,283.95
				56301	13EN2545	121407	AWARD A LUMP SUM CONTRACT	021929	021929 - BAYSIDE CONSULTING GROUP OF NWF LLC	0.00	20,410.00	5,980.00	14,430.00
				56301	12EN1915	121444	TASK ORDER PD 02-03.79.51	061426	061426 - DAVID W. FITZPATRICK, P.E., P.A.	89,000.00	0.00	55,495.50	33,504.50
				56301	08EN0868	121568	TASK ORDER NO. 02.03.79.1	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	16,758.00	0.00	15,920.10	837.90
				56301	12EN2152	121602	TASK ORDER PD 02-03.79.25	164749	164749 - ATKINS NORTH AMERICA INC	47,641.03	0.00	47,606.23	34.80
				56301	12EN2071	130545	TASK ORDER NO. 02.03.79.8	060189	060189 - FABRE ENGINEERING INC	41,369.60	0.00	23,621.99	17,747.61
				56301	09EN0572	130548	CONTRACT PD 11-12.035 "TE	200955	200955 - TESI STAFFING & EMPLOYEE SCREENING	6,490.00	8,000.00	9,834.24	4,655.76



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				56301	11EN1141	130548	CONTRACT PD 11-12.035 "TE	200955	200955 - TESI STAFFING & EMPLOYEE SCREENING	6,490.00	8,000.00	10,008.96	4,481.04
				56301	12EN1752	130548	CONTRACT PD 11-12.035 "TE	200955	200955 - TESI STAFFING & EMPLOYEE SCREENING	6,490.00	0.00	6,489.60	0.40
				56301	13EN2343	130548	CONTRACT PD 11-12.035 "TE	200955	200955 - TESI STAFFING & EMPLOYEE SCREENING	0.00	6,000.00	2,496.00	3,504.00
				56301	13EN2413	130548	CONTRACT PD 11-12.035 "TE	200955	200955 - TESI STAFFING & EMPLOYEE SCREENING	0.00	6,000.00	1,497.60	4,502.40
				56301	13EN2463	130548	CONTRACT PD 11-12.035 "TE	200955	200955 - TESI STAFFING & EMPLOYEE SCREENING	0.00	6,000.00	1,971.84	4,028.16
				56301	10EN0333	130617	TASK ORDER NO. 02.03.79.2	021556	021556 - BASKERVILLE-DONOVAN INC	32,997.50	0.00	31,182.92	1,814.58
				56301	11EN1035	130715	TASK ORDER PD. NO.02.03.7	192991	192991 - SIGMA CONSULTING GROUP INC	39,655.00	0.00	35,935.00	3,720.00
				56301	13EN2188	130738	TASK ORDER NO. 02.03.79.1	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	64,900.00	0.00	56,900.00	8,000.00
				56301	12EN1931	130796	TASK ORDER NO. 02.03.79.6	081417	081417 - HERNANDEZ CALHOUN DESIGN INTL P A	29,136.15	1,599.60	28,919.03	1,816.72
				56301	10EN0353	130799	AWARD A LUMP SUM CONTRACT	023335	023335 - BIRKSHIRE JOHNSTONE, LLC	850,417.20	32,905.71	854,689.02	28,633.89
				56301	13EN2212	130813	TASK ORDER NO. 02.03.79.2	081954	081954 - KENNETH HORNE & ASSOCIATES INC	48,775.36	0.00	35,630.20	13,145.16
				56301	13EN2292	130814	TASK ORDER NO. 02.03.79.2	100142	100142 - JEHLE-HALSTEAD INC	34,920.00	0.00	18,154.00	16,766.00
				56301	13EN2248	130823	TASK ORDER NO. 02.03.79.8	060189	060189 - FABRE ENGINEERING INC	49,478.00	0.00	34,394.60	15,083.40
				56301	12EN2121	130830	TASK ORDER PD 02-03.79.46	080483	080483 - HAMMOND ENGINEERING INC	36,840.00	0.00	28,763.00	8,077.00
				56301	10EN0455	130843	TO IMPLEMENT MITIGATION,M	232151	232151 - WETLAND SCIENCES INC.	5,800.00	0.00	3,300.00	2,500.00
				56301	09EN0572	130851	TASK ORDER NO.02.03.79.52	012081	012081 - AMERICAN CONSULTING ENGINEERS OF	15,549.00	6,336.00	12,618.00	9,267.00
				56301	09EN0305	130855	TASK ORDER NO.02.03.79.21	100250	100250 - JMA ENGINEERING SERVICES, INC	46,971.06	0.00	35,846.48	11,124.58
				56301	12EN2044	130856	TASK ORDER NO. 02.03.79.2	021556	021556 - BASKERVILLE-DONOVAN INC	36,887.90	0.00	21,402.59	15,485.31
				56301	13EN2235	130867	TASK ORDER NO. 02.03.79.5	192991	192991 - SIGMA CONSULTING GROUP INC	48,750.00	0.00	38,165.25	10,584.75
				56301	12EN2044	130868	TASK ORDER NO.02.03.79.13	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	17,892.00	21,080.00	16,102.80	22,869.20
				56301	08EN0105	130873	TASK ORDER NO.02.03.79.54	133210	133210 - METRIC ENGINEERING, INC	189,758.96	0.00	73,716.80	116,042.16
				56301	12EN1984	130876	TASK ORDER NO. 02.03.79.5	192991	192991 - SIGMA CONSULTING GROUP INC	24,965.00	0.00	22,028.25	2,936.75
				56301	08EN0105	130885	AWARD A CONTRACT FOR COUN	182328	182328 - ROADS INC OF NWF	1,665,546.89	0.00	416,416.21	1,249,130.68
				56301	13EN2382	130920	TASK ORDER NO.02.03.79.2.	021556	021556 - BASKERVILLE-DONOVAN INC	35,096.33	0.00	27,263.82	7,832.51
				56301	13EN2272	130921	TASK ORDER NO. 02.03.79.2	100142	100142 - JEHLE-HALSTEAD INC	20,895.00	0.00	10,825.00	10,070.00
				56301	08EN0208	130946	CONTRACT PD.NO.10.11.065	182328	182328 - ROADS INC OF NWF	216,974.48	0.00	130,468.58	86,505.90
				56301	09EN0572	130979	CONTRACT PD.NO.10.11.065	182328	182328 - ROADS INC OF NWF	119,129.50	30,000.00	0.00	149,129.50
				56301	13EN2422	131011	TASK ORDER NO.02.03.79.53	132612	132612 - MEHTA AND ASSOCIATES, INC	13,627.33	0.00	12,929.72	697.61
				56301	12EN1931	131012	CONTRACT PD.NO.10.11.065	160114	160114 - PANHANDLE GRADING & PAVING INC	114,955.82	16,017.33	110,756.07	20,217.08
				56301	11EN1141	131014	TASK ORDER NO. 02.03.79.5	061426	061426 - DAVID W. FITZPATRICK, P.E., P.A.	35,512.00	0.00	5,768.00	29,744.00
				56301	10EN0323	131033	CONTRACT PD 10-11.065, WO	182328	182328 - ROADS INC OF NWF	237,894.32	0.00	214,944.32	22,950.00
				56301	12EN1783	131051	TASK ORDER NO. 02.03.79.2	081954	081954 - KENNETH HORNE & ASSOCIATES INC	4,885.04	25,982.92	4,783.70	26,084.26
				56301	10EN0575	131053	"DESIGN SERVICES FOR THE	080064	080064 - HDR ENGINEERING INC	149,876.61	0.00	95,195.91	54,680.70



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				56301	09EN0572	131059	CONTRACT PD.NO.10.11.065	182328	182328 - ROADS INC OF NWF	269,365.46	0.00	194,486.93	74,878.53
				56301	12EN1738	131142	INSTALLATION OF RADAR SPE	406608	406608 - INGRAM SIGNALIZATION INC	49,990.00	0.00	0.00	49,990.00
				56301	12EN2044	131151	CONTRACT PD 12-13.036 "PE	230340	230340 - WALLACE SPRINKLER & SUPPLY. INC	74,423.20	0.00	0.00	74,423.20
				56301	13EN2188	131164	TASK ORDER NO. 02.03.79.1	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	108,300.00	0.00	23,495.00	84,805.00
				56301	08EN0313	131169	CONTRACT PD 12-13.-40 "EN	160114	160114 - PANHANDLE GRADING & PAVING INC	1,886,033.58	0.00	353,264.43	1,532,769.15
				56301	13EN2263	131176	TASK ORDER NO. 02.03.79.2	081954	081954 - KENNETH HORNE & ASSOCIATES INC	18,209.42	0.00	8,596.00	9,613.42
				56301	13EN2395	131177	TO PROVIDE PROFESSIONAL E	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	87,803.50	0.00	20,944.88	66,858.62
				56301	12EN2015	131178	TASK ORDER NO.02.03.79.33	220584	220584 - VOLKERT INC	48,770.00	0.00	19,930.00	28,840.00
				56301	13EN2354	131182	TASK ORDER NO. 02.03.79.4	042846	042846 - DRMP INC	10,000.00	0.00	7,554.88	2,445.12
				56301	13EN2364	131182	TASK ORDER NO. 02.03.79.4	042846	042846 - DRMP INC	6,382.29	0.00	0.00	6,382.29
				56301	10EN0695	131189	TASK ORDER PD.NO.02.03.79	060189	060189 - FABRE ENGINEERING INC	49,928.10	0.00	23,640.75	26,287.35
				56301	13EN2463	131190	TASK ORDER NO.02.03.79.20	100142	100142 - JEHLE-HALSTEAD INC	28,680.00	0.00	9,085.00	19,595.00
				56301	08EN0208	131201	CONTRACT PD 12-13.042 "ME	182328	182328 - ROADS INC OF NWF	1,334,789.88	0.00	497,332.15	837,457.73
				56301	08EN0313	131215	TASK ORDER NO. 02.03.79.3	220584	220584 - VOLKERT INC	113,580.58	0.00	12,381.98	101,198.60
				56301	09EN0305	131247	CONTRACT PD.NO.10.11.065	182328	182328 - ROADS INC OF NWF	348,325.89	0.00	0.00	348,325.89
				56301	10EN0455	131250	TO RE-ISSUE PO CLOSED IN	182328	182328 - ROADS INC OF NWF	3,393.00	0.00	0.00	3,393.00
				56301	12EN1738	131252	TASK ORDER PD 02-03.79.25	164749	164749 - ATKINS NORTH AMERICA INC	49,910.00	0.00	0.00	49,910.00
				56301	12EN1915	131258	TASK ORDER NO.02.03.79.13	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	4,975.00	0.00	2,950.00	2,025.00
				56301	12EN1984	131262	CONTRACT PD.NO.10.11.065	182328	182328 - ROADS INC OF NWF	142,009.96	0.00	70,197.47	71,812.49
				56301	10EN0641	131267	CONTRACT PD 12-13.034 "BE	182328	182328 - ROADS INC OF NWF	13,831.41	0.00	0.00	13,831.41
				56301	09EN0572	131279	PROFESSIONAL SERVICES TO	051166	051166 - ENGINEERING & PLANNING RESOURCES PC	10,000.00	0.00	0.00	10,000.00
				56301	08EN0208	131294	CONTRACT PD.NO.10.11.067	033766	033766 - COASTLINE STRIPING. INC	22,147.92	0.00	0.00	22,147.92
				56301	08EN0208	131295	CONTRACT PD.NO. 10.11.067	033766	033766 - COASTLINE STRIPING. INC	8,750.48	228.60	0.00	8,979.08
				56301	13EN2343	131316	CONTRACT PD.NO. 10.11.065	182328	182328 - ROADS INC OF NWF	87,029.83	0.00	0.00	87,029.83
				56301	13EN2188	131322	CONTRACT PD.NO.12-13-001	072896	072896 - GULF MARINE CONSTRUCTION. INC	28,157.00	0.00	0.00	28,157.00
				56301	08EN0105	131326	TASK ORDER NO.02.03.79.19	193606	193606 - HSA CONSULTING GROUP INC	7,191.83	0.00	0.00	7,191.83
				56301	11EN1035	131339	CONTRACT PD.NO.10.11.065	182328	182328 - ROADS INC OF NWF	279,086.75	0.00	0.00	279,086.75
				56301	09EN0305	131376	CONTRACT PD.NO.10.11.065	182328	182328 - ROADS INC OF NWF	268,981.56	0.00	0.00	268,981.56
				56301	12EN1738	131379	CONTRACT PD.NO.10.11.065	182328	182328 - ROADS INC OF NWF	22,480.61	0.00	0.00	22,480.61
				56301	08EN0334	280590	CONTRACT PD. NO. 95.96.74	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	0.00	18,775.00	15,111.40	3,663.60
				56301	05EN1343	280598	CONTRACT PD. NO. 02.03.79	080064	080064 - HDR ENGINEERING INC	0.00	7,382.00	6,841.48	540.52
				56301	07EN0032	280608	CONTRACT PD. NO. 05.06.77	080064	080064 - HDR ENGINEERING INC	0.00	69.67	0.00	69.67
				56301	08EN0038	280608	CONTRACT PD. NO. 05.06.77	080064	080064 - HDR ENGINEERING INC	0.00	1,140,519.46	570,259.37	570,260.09
				56301	07EN0022	280724	CONTRACT PD. NO. 05.06.76	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	0.00	18,442.94	6,753.80	11,689.14
				56301	11EN1661	280724	CONTRACT PD. NO. 05.06.76	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	0.00	200,000.00	150,000.00	50,000.00
				56301	08EN0078	290817	CONTRACT AMENDMENT NO. 2	021556	021556 - BASKERVILLE-DOROVAN INC	1,575,498.01	1,463,176.74	2,418,273.56	620,401.19



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	PO No	PO Description	Vend No	Full Vendor Name	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				56301	08EN0301	291166	TASK ORDER PD 08-09.007 "	021556	021556 - BASKERVILLE-DONOVAN INC	200,660.10	0.00	197,053.93	3,606.17
				56301	08EN0021	291417	TASK ORDER PD 08-09.027 "	164749	164749 - ATKINS NORTH AMERICA INC	416,886.17	21,945.40	438,831.56	0.01
				56301	12EN1728	291417	TASK ORDER PD 08-09.027 "	164749	164749 - ATKINS NORTH AMERICA INC	0.00	2,699,611.25	470,309.20	2,229,302.05
352	LOST III	210109	FDOT OLIVE ROAD GRANT	56301	10EN0363	120651	OLIVE ROAD WEST CORRIDOR	164749	164749 - ATKINS NORTH AMERICA INC	195,719.00	49,224.00	182,552.59	62,390.41
				56301	10EN0363	120652	OLIVE ROAD EAST CORRIDOR	042846	042846 - DRMP INC	1,482,372.47	0.00	1,089,926.01	392,446.46
352	LOST III	210110	CRABTREE CHURCH ROAD	56301	12EN1815	121407	AWARD A LUMP SUM CONTRACT	021929	021929 - BAYSIDE CONSULTING GROUP OF NWF LLC	138,810.00	0.00	113,740.74	25,069.26
352	LOST III	210113	JACKS BRANCH ROAD	56301	13EN2325	131226	AWARD CONTRACT PD 12-13.0	182328	182328 - ROADS INC OF NWF	2,694,118.63	0.00	96,727.11	2,597,391.52
				56301	13EN2325	131253	AWARD A CONTRACT TO METRI	133210	133210 - METRIC ENGINEERING, INC	368,065.46	0.00	3,747.52	364,317.94
352	LOST III	220102	NESD CAPITAL PROJECTS	56301	08NE0018	111276	DESIGN SERVICES FOR MAHOG	080483	080483 - HAMMOND ENGINEERING INC	27,000.00	39,957.00	41,203.50	25,753.50
				56301	08NE0092	111558	COUNTY'S PORTION OF ENGIN	050240	050240 - ECOLOGY AND ENVIRONMENT, INC	0.00	14,610.00	13,470.00	1,140.00
				56301	11NE0878	121035	DESIGN AND PERMITTING SER	232151	232151 - WETLAND SCIENCES INC.	2,960.00	700.00	3,635.00	25.00
				56301	09NE0018	121334	SURVEY AND ERADICATION OF	041285	041285 - JOHN M DIAMOND JR	0.00	11,000.00	0.00	11,000.00
				56301	08NE0018	121557	PROVIDE CEI AND PROJECT M	164749	164749 - ATKINS NORTH AMERICA INC	0.16	0.00	0.00	0.16
				56301	11NE0878	130714	ENGINEERING SERVICES FOR	100142	100142 - JEHL-HALSTEAD INC	26,400.00	0.00	17,779.00	8,621.00
				56301	08NE0018	130847	P.O. FOR SERVICES TO ASSE	232151	232151 - WETLAND SCIENCES INC.	4,000.00	54,700.00	56,950.00	1,750.00
				56301	08NE0072	130996	TECHNICAL ASSISTANCE FOR	232151	232151 - WETLAND SCIENCES INC.	9,375.00	0.00	4,687.50	4,687.50
				56101	08NE0058	131211	PO FOR ABANDONMENT OF MON	163492	163492 - PPM CONSULTANTS INC	3,982.50	6,629.00	0.00	10,611.50
				56301	10NE0808	131230	DELIVERY AND INSTALLATION	230402	230402 - DAVID WALTER	82,500.00	0.00	0.00	82,500.00
				56301	10NE0038	131237	LUMP SUM CONTRACT FOR LIT	072896	072896 - GULF MARINE CONSTRUCTION, INC	51,825.00	0.00	0.00	51,825.00
				56301	12NE1992	131279	PROFESSIONAL SERVICES TO	051166	051166 - ENGINEERING & PLANNING RESOURCES PC	39,335.30	0.00	0.00	39,335.30
				56301	09NE0018	131373	ENGINEERING SERVICES INCL	080064	080064 - HDR ENGINEERING INC	47,705.69	0.00	0.00	47,705.69
352	LOST III	350229	PARKS CAPITAL PROJECTS	56301	12PR1951	121325	TO INSTALL UPGRADES @ RAY	073481	073481 - GULF WINDS ELECTRIC, LLC	15,000.00	0.00	0.00	15,000.00
				56301	12PR1842	121424	TASK ORDER NO.02.03.79.51	061426	061426 - DAVID W. FITZPATRICK, P.E., P.A.	49,360.00	0.00	44,893.60	4,466.40
				56301	06PR0085	131010	TASK ORDER NO. 02.03.79.6	072457	072457 - GULF CIVIL ENGINEERING LLC	15,366.70	0.00	9,466.70	5,900.00
				56301	08PR0025	131010	TASK ORDER NO. 02.03.79.6	072457	072457 - GULF CIVIL ENGINEERING LLC	32,472.65	0.00	23,547.65	8,925.00
				56301	12PR1842	131150	CONTRACT PD 12-13.037 "MY	211593	211593 - UTILITY SERVICE COMPANY INC	537,741.14	27,106.06	278,437.09	286,410.11
352	LOST III	410149	JUDICIAL CAP IMP LOST III	56201	13JS2332	131042	PROFESSIONAL A&E SERVICES	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	194,275.00	0.00	30,858.00	163,417.00
352	LOST III	540115	SHERIFFS CAP PROJECTS	56201	13SH2253	130739	A&E SERVICES FOR CBDF - P	030277	030277 - CALDWELL ASSOCIATES ARCHITECTS INC.	0.00	30,395.50	25,451.28	4,944.22
				56301	13SH2253	130739	A&E SERVICES FOR CBDF - P	030277	030277 - CALDWELL ASSOCIATES ARCHITECTS INC.	0.00	40,813.00	30,867.75	9,945.25
				56201	11SH1221	130833	DESIGN SERVICES COMPLETED	072487	072487 - GULF COAST ARCHITECTURAL GROUP	6,192.25	0.00	5,263.41	928.84
				56201	11SH1221	130948	ESCAMBIA COUNTY PERDIDO F	133404	133404 - J MILLER CONSTRUCTION INC	271,225.00	33,363.94	295,517.94	9,071.00
				56201	07SH0019	131091	A&E SERVICES FOR ESCAMBIA	026399	026399 - BULLOCK TICE ASSOCIATES INC.	649,692.80	0.00	266,624.58	383,068.22



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	PO No	PO Description	Vend No	Full Vendor Name	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				56201	13SH2253	131280	CENTRAL BOOKING AND DETEN	141498	141498 - A E NEW, JR INC	0.00	200,000.00	0.00	200,000.00
				56301	13SH2253	131280	CENTRAL BOOKING AND DETEN	141498	141498 - A E NEW, JR INC	220,000.00	(200,000.00)	0.00	20,000.00
401	SOLID WASTE FUND	230304	ENVIRONMENTAL QUALITY	53401		130854	ANALYTICAL LABORATORY SER	200965	200965 - TESTAMERICA LABORATORIES INC	18,500.00	0.00	15,338.50	3,161.50
				53101		131026	TASK ORDER PD 05-06.041.0	100699	100699 - JONES EDMUNDS & ASSOCIATES INC	23,000.00	0.00	19,550.00	3,450.00
				53101		131127	TASK ORDER PD 05-06.041.0	071236	071236 - GEOSYNTEC CONSULTANTS INC	30,000.00	0.00	16,500.00	13,500.00
				53101		131165	WASTE COMPOSITION AND WAS	210967	210967 - UNIVERSITY OF FLORIDA	30,176.00	0.00	0.00	30,176.00
				53101		131181	ENGINEERING SERVICES FOR	100699	100699 - JONES EDMUNDS & ASSOCIATES INC	26,400.00	9,000.00	30,798.00	4,602.00
				53101		131327	TASK ORDER PD 05-06.041.1	192991	192991 - SIGMA CONSULTING GROUP INC	13,520.00	0.00	6,760.00	6,760.00
				53101		131332	TASK ORDER PD 05-06.041.2	190025	190025 - SCS ENGINEERS	15,900.00	0.00	11,651.68	4,248.32
				53101		131361	TASK ORDER PD 05-06.041.0	071236	071236 - GEOSYNTEC CONSULTANTS INC	5,500.00	0.00	1,100.00	4,400.00
401	SOLID WASTE FUND	230307	SW TRANSFER STATION	53101		130824	RETAINING LEGAL REPRESENT	410579	410579 - LEWIS, LONGMAN & WALKER, P.A.	20,000.00	0.00	13,262.23	6,737.77
				53401		130854	ANALYTICAL LABORATORY SER	200965	200965 - TESTAMERICA LABORATORIES INC	300.00	0.00	200.00	100.00
				53101		131149	ADDITIONAL SOIL SAMPLING	030296	030296 - CAMERON-COLE LLC	14,649.18	0.00	13,417.31	1,231.87
401	SOLID WASTE FUND	230308	LANDFILL GAS TO ENERGY	53101		130964	TASK ORDER PD 05-06.041.0	071236	071236 - GEOSYNTEC CONSULTANTS INC	30,000.00	0.00	17,623.96	12,376.04
401	SOLID WASTE FUND	230309	SW CLOSED LANDFILLS	53401		130854	ANALYTICAL LABORATORY SER	200965	200965 - TESTAMERICA LABORATORIES INC	27,000.00	0.00	14,798.00	12,202.00
				53101		131269	BEULAH LANDFILL-RAP IMPLE	071236	071236 - GEOSYNTEC CONSULTANTS INC	25,000.00	0.00	11,250.00	13,750.00
401	SOLID WASTE FUND	230314	SWM OPERATIONS	56401		131272	SUPPLY AND INSTALL A NEW	010949	010949 - ADVANCED CONTROL CONCEPTS INC	23,478.73	0.00	0.00	23,478.73
401	SOLID WASTE FUND	230315	PROJECTS	56301		131025	TASK ORDER PD 05-06.041.0	100699	100699 - JONES EDMUNDS & ASSOCIATES INC	104,000.00	0.00	28,080.00	75,920.00
				56301		131343	LUMP SUM CONTRACT PER PD	012107	012107 - AMERICAN ENVIRONMENTAL GROUP LTD	411,380.00	0.00	0.00	411,380.00
401	SOLID WASTE FUND	230316	SAUFLEY LANDFILL	56301		130619	TO RE-ISSUE TASK ORER CLO	192991	192991 - SIGMA CONSULTING GROUP INC	72,277.50	6,095.00	78,229.75	142.75
408	EMERGENCY MEDICAL SERVICE	330302	EMS OPERATIONS	56401		131348	PURCHASE AND DELIVERY OF	195684	195684 - STRYKER SALES CORPORATION	35,100.00	0.00	0.00	35,100.00
409	BAY CENTER FUND	360402	BAY CENTER-CAPITAL	56301		131046	ELEVATOR REPLACEMENT AT T	111015	111015 - KONE INC	0.00	194,775.97	187,032.27	7,743.70
				54601		131340	OVERAUL CONDENSER TUBE AN	033138	033138 - CIMCO REFRIGERATION INC	40,890.00	0.00	0.00	40,890.00
501	INTERNAL SERVICE FUND	140836	BUILDINGS	54601	6FL00155	130739	A&E SERVICES FOR CBDF - P	030277	030277 - CALDWELL ASSOCIATES ARCHITECTS INC	264,827.00	8,158.68	236,060.86	36,924.82
				54601	6FL00155	131280	CENTRAL BOOKING AND DETEN	141498	141498 - A E NEW, JR INC	1,553,900.00	(862,972.80)	0.00	690,927.20
				54601	6FL00155	131351	ODP MATERIALS FOR CBD BAS	193800	193800 - SOUTHERN STANDARD EQUIPMENT, INC	24,300.00	0.00	0.00	24,300.00
				54601	6FL00155	131352	ODP MATERIALS - CEILING T	031489	031489 - CEMEX INC	9,260.24	0.00	0.00	9,260.24
				54601	6FL00155	131353	ODP MATERIALS - LIGHTING	192151	192151 - SEQUEL ELECTRICAL SUPPLY LLC	26,150.00	0.00	0.00	26,150.00
				54601	6FL00155	131354	ODP MATERIALS - FIRE ALAR	193103	193103 - SIMPLEXGRINNELL LP	31,343.00	0.00	0.00	31,343.00
				54601	6FL00155	131355	ODP - CABLING MATERIAL FO	072101	072101 - GRAYBAR ELECTRIC COMPANY INC	17,904.32	0.00	0.00	17,904.32
				54601	6FL00155	131356	ODP MATERIALS - WATER HEA	071908	071908 - HAJOCA CORP	25,639.71	0.00	0.00	25,639.71
				54601	6FL00155	131358	ODP - AIR DEVICES FOR CBD	193025	193025 - SILVER SHEET ENTERPRISES	23,635.00	0.00	0.00	23,635.00
				54601	6FL00155	131363	ODP - CASEWORK MATERIALS	195450	195450 - STEVENS INDUSTRIES, INC	4,837.00	0.00	0.00	4,837.00



Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	PO No	PO Description	Vend No	Full Vendor Name	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				54601	6FL00155	131364	ODP - SECURITY DOORS & FR	080079	080079 - HABERSHAM METAL PRODUCTS COMP	11,290.00	0.00	0.00	11,290.00
				54601	6FL00155	131365	ODP MATERIALS FOR CBD FLO	230320	230320 - WALL PROTECTION PRODUCTS LLC	5,576.90	0.00	0.00	5,576.90
				54601	6FL00155	131366	ODP DOOR HARDWARE AND SLI	180381	180381 - R.R. BRINK LOCKING SYSTEMS INC	18,770.00	0.00	0.00	18,770.00
				54601	6FL00155	131367	ODP - KITCHEN APPLIANCES	134000	134000 - MOBILE FIXTURE & EQUIPMENT CO INC	479,850.00	0.00	0.00	479,850.00
				54601	6FL00155	131377	ODP - DOORS, FRAMES, HARD	081648	081648 - HIMMEL ARCHITECTURAL DOOR&HDWRE FL	46,295.00	0.00	0.00	46,295.00
Total										46,839,973.46	6,264,159.69	28,539,108.39	24,565,024.76
													24,565,024.76



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-5252

10.

BCC Regular Meeting

Meeting Date: 11/07/2013

Issue: Committee of the Whole Recommendation

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Committee of the Whole Recommendation

The Committee of the Whole (C/W), at the October 29, 2013, Joint Board of County Commissioners/Escambia County Planning Board C/W Workshop, recommends that the Board authorize, and ratify Commissioner Robinson's signature on, a letter, dated October 28, 2013, to the U. S. Department of Treasury, requesting a 30-day extension to the November 5, 2013, deadline for all responses to the Proposed Treasury Rules, RIN: 1505-AC44 (*concerning the investment and use of amounts deposited in the Gulf Coast Restoration Trust Fund, which was established in the Treasury of the United States by the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 [RESTORE Act]*) (Commissioner Robinson's Add-on Item 1).

Attachments

Letter Regarding Proposed Treasury Rules

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

Wilson B. Robertson
District One

Gene M. Valentino
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
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(Suncom) 695-4902



October 28, 2013

**Department of Treasury
Attn: Ms Janet Vail
Room 2050
1500 Pennsylvania Avenue NW.
Washington, DC 20220**

Re: Gulf Coast Restoration Trust Fund Proposed Rule (RIN: 1505-AC44)

Dear Ms Vail:

Escambia County, Florida is one of the eight "disproportionally affected counties" and is directly affected by the Draft Rule on the Gulf Coast Restoration Trust Fund. Escambia received 97% of the oil landing on Florida shorelines and like many other communities along the Gulf Coast, it was adversely impacted by the BP oil spill. We seek to use this opportunity presented by criminal and civil penalties related to the BP oil spill for important restorative activities. It is important to finalize this Rule at the earliest possible date; but it is equally important that we get it right by ensuring the concerns of local governments are adequately addressed.

The Department published notice on September 6, 2013 and comments are due November 5, 2013. We are respectfully requesting a 30 day extension of time to submit comments to Treasury for the following reasons:

- Although not legally required, the Rule could have benefitted from utilizing an Advance Notice of Proposed Rulemaking to help shape its contents.
- The shutdown of the federal government meant Escambia County's staff and consultants could not contact federal agencies regarding these and other concerns for two critical weeks even to merely seek clarification on the Rules' intent.
- Under the Office of Management and Budget, the Office of Information and Regulatory Affairs (OIRA)'s policy is to meet with any party interested in discussing issues on the Rule under review and we are requesting such collaboration due to this Rules' significance.

While we have questions and concerns with numerous provisions of the Rule, we are especially concerned about four key aspects:

1. The development, contents and the approval process for the multiyear implementation plan discussed in Section 34.303 of the Rule.
2. Additionally, before we submit formal comments, we would like to consult with appropriate Federal agencies as well as other stakeholders regarding the application of the National Environmental Policy Act (NEPA) to these plans. Specifically, the Rule notes that in the context of NEPA, further analysis is being undertaken by the agencies, but it is unclear how NEPA will apply to the multiyear implementation planning process in this Draft Rule. This is a cornerstone of a local government being able to access funds under the Direct Impact Component.
3. To develop the Multi-Year Plan required under the Act, Counties large and small but especially those disproportionately affected and small disadvantaged Counties will require advance funding rather than reimbursement.
4. The County anticipates raising new issues in our comments that were not discussed in the initial proposed rule.

Given these special circumstances, an extension of time for 30 days is requested. In the alternative, the County requests that Treasury establish a second period for reply comments or consider publishing a supplemental proposed rule for public comment. We understand the significance of this Rule, the need to quickly create a process to facilitate the deployment of funds and do not wish to delay that process, but there are many outstanding questions regarding the Rules' application that warrant more deliberation. For any questions regarding this request, please do not hesitate to contact me directly.

Thank you for your consideration of our concerns and this request.

Sincerely,



Grover C. Robinson, IV
Escambia County Commissioner
District 4 Oil Spill Response Chairman

Cc: Sen. Bill Nelson
Rep. Jeff Miller
Richard Gregg, Asst. Secretary, Bureau of Fiscal Service, Treasury Department
Escambia County Commissioners
Escambia County Administrator
Doug Darling
Erin Deady, Esquire



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-5186

Clerk & Comptroller's Report 11. 1.

BCC Regular Meeting

Consent

Meeting Date: 11/07/2013

Issue: Acceptance of Documents

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The original *Agreement between Escambia County and Geosyntec Consultants for Brownsfields Services (PD 06-07.038)*, as executed by the Interim County Administrator on October 9, 2013, based on the Board's June 16, 2011, award of a Task Order-Based Continuing Contract, and received in the Clerk to the Board's Office on October 10, 2013; and

B. Closing documents relating to the sale, to We Are Having Fun, LLC, of property located at 1608 West Desoto Street, as approved by the Board on September 17, 2012, executed by the Chairman on October 9, 2013, and received in the Clerk to the Board's Office on October 22, 2013;

C. Closing documents relating to the sale, to Ian Williams, of property located at 413 Rue De Rocheblave, as approved by the Board on November 15, 2012, executed by the Chairman on October 23, 2013, and received in the Clerk to the Board's Office on October 25, 2013; and

D. The *2013 Annual Investment Report*, for Fiscal Year Ended September 30, 2013, as provided by the Honorable David Morgan, Escambia County Sheriff, and received in the Clerk to the Board's Office on October 25, 2013.

Attachments

Geosyntec Consultants Contract

Closing Documents 1608 W Desoto Street

Closing Documents 413 Rue De Rocheblave

Sheriff's Annual Investment Report



BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd FLOOR – PENSACOLA, FL 32502

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980


TELEFAX (850) 595-4805

<http://www.myscambia.com/purchasing>

CLAUDIA SIMMONS, CPPO
Purchasing Manager

MEMORANDUM:

TO: - BCC Departments / Accounts Payable (Via E-mail)
✓ - Deputy Clerk to the Board (**Original Document**)

FROM: 
Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator

DATE: October 9, 2013

RE: Fully executed Contract to Geosyntec Consultants for Task Order based
Continuing Contracts, PD 06-07.038, Brownfields Services.
BCC approved June 16, 2011.

The above document for your records may be found in **LIVELINK**.

Please feel free to contact me at 595-4918 if you have any questions or need further assistance.

PRN:mgd

NOTE: To find LIVELINK

<http://home.escambia/>

Scroll down to Livelink and click, enter your username and password

Click PUR-000 Purchasing

Click PUR-300 Bid Records/Contract Case File

Click FY 06-07

Click PD 06-07.038 (C) (Ongoing-Do Not Delete)

Click Geosyntec Consultants

Click TAB 2 Final Contract/Purchase Order Documents

PAM CHILDEERS
CLERK OF DISTRICT COURT
ESCAMBIA COUNTY, FL
2013 OCT 10 P 3:35
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued


COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-24. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 24, as follows, with the exception of Items 2 and 14, which were held for separate votes:

1. Approving Budget Amendment Request #224, Public Safety Department, Other Grants and Projects Fund (110), in the amount of \$6,569, to cover personnel costs associated with the Emergency Management Performance (EMP) Federal Grant through the end of the State's Fiscal Year that ends June 30, 2011.
2. See Page 23.
3. Authorizing a revolving, interest-free interfund loan from the General Fund (001) to the Other Grants and Projects Fund (110), in an amount not to exceed \$500,000, until December 31, 2011, to allow for cash flow until reimbursements are received from the various Grants.

-  4. Taking the following action concerning Brownfields Services, PD 06-07.038 (funds to be budgeted on an annual basis):
- A. Awarding a Task Order-Based Continuing Contract to Geosyntec Consultants, per PD 06-07.038, Brownfields Services, on a "Maximum Ceiling" basis fee schedule, as follows:
 - Maximum Overhead – 168%
 - Maximum Profit – 12%
 - Maximum FCCM – 1.50%
 - Maximum Multiplier – 301.66% (providing no single item above is exceeded)
 - Existing Hourly Rates for each firm (based on an audited or auditable financial package)
 - B. Authorizing the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk to the Board
FROM: Tara Cannon, Administrative Assistant to
Stephen G. West, Assistant County Attorney
DATE: October 22, 2013
RE: County's Sale of Surplus Property to We Are Having Fun, LLC
1608 W. Desoto Street (BCC approved 9/17/2002)

The closing concerning the above-referenced property has been completed. I am providing the attached documents to you as the custodian of records as follows:

1. Original Agreement for Sale and Purchase.
2. Original Satisfaction of Conditions Precedent to Closing.
3. Original Settlement Statement.
4. Copy of the recorded Deed recorded in Official Record Book 7086 at pages 1513-1514.
5. Copy of September 17, 2012 BCC Meeting Resume.

Please contact me if you have any questions.

/s

Attachments

cc: Carol Fretwell, Financial Services (w/o attachments)
Dianne Taylor, Management & Budget (w/o attachments)

PAM CANNON
CLERK OF CLERK COURT
ESCAMBIA COUNTY, FL
2013 OCT 22 P 4:50
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

5. Taking the following action concerning the reduction of the minimum sales price required for real properties, due to the Property Appraiser's 2012 Certified Roll assessed values:

A. Authorizing the sale of the following real properties to the bidder with the highest offer received at or above the reassessed minimum bid, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board:

- (1) Property located at 10 Bisma Drive, Account Number 07-1829-000, Reference Number 34-2S-30-1151-040-007, is now accessed at \$11,401;
- (2) Property located at 110 North Merritt Street, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008, is now accessed at \$16,976;
- (3) Property located at 307 East Blount Street, Account Number 13-3134-000, Reference Number 00-0S-00-9020-010041, is now accessed at \$1,710;
- (4) Property located at 1209 West Bobe Street, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038, is now accessed at \$45,003; and



- (5) Property located at 1608 West Desoto Street, Account Number 15-0980-100, Reference Number 00-0S-00-9060-024-093, is now accessed at \$1,979; and


B. Authorizing the Chairman to sign all documents related to the sale.



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk to the Board

FROM:  Tara Cannon, Administrative Assistant to
Stephen G. West, Assistant County Attorney

DATE: October 24, 2013

RE: County's Sale of Surplus Property to Ian Williams
413 Rue De Rocheblave (BCC approved 11/15/2012)

The closing concerning the above-referenced property has been completed. I am providing the attached documents to you as the custodian of records as follows:

1. Original Agreement for Sale and Purchase.
2. Original Satisfaction of Conditions Precedent to Closing.
3. Original Settlement Statement.
4. Copy of the recorded Deed recorded in Official Record Book 7092 at pages 884-885.
5. Copy of November 11, 2012 BCC Meeting Resume.

Please contact me if you have any questions.

/s

Attachments

cc: Carol Fretwell, Financial Services (w/o attachments)
Dianne Taylor, Management & Budget (w/o attachments)

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 OCT 25 A 9:52
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued



12. Taking the following action concerning the acceptance of real property located at 413 Rue De Rocheblave:
- A. Approving the *Contract for Sale and Purchase* authorizing the conveyance of real property located at 413 Rue De Rocheblave in lieu of the foreclosure process; this method is beneficial to the County as it is less expensive and has a more efficient turnaround time frame;
 - B. Authorizing the payment of outstanding taxes; the delinquent tax amount will be added to the sale price;
 - C. Approving release of the effect of the 2006 Code Enforcement Lien recorded in Official Records Book 5887, at Pages 1720 and 1743, the 2010 Nuisance Abatement Lien recorded in Official Records Book 6629, at Page 1813, and the 2011 Nuisance Abatement Lien recorded in Official Records Book 6770, at Page 428, in the Public Records of Escambia County, Florida;
 - D. Declaring surplus the Board's real property, Account Number 08-1579-000, Reference Number 51-2S-30-6040-008-002;
 - E. Authorizing the sale of the real property to the bidder with the highest offer received at or above the reassessed minimum bid of \$19,750, which includes compensation for delinquent taxes, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
 - F. Authorizing the Chairman to sign all documents related to the sale.

Sheriff




DAVID MORGAN

MEMORANDUM

COPY

TO: Honorable Gene Valentino
Chairman, Board of County Commissioners

FROM: David Morgan, Sheriff 

DATE: October 26, 2013

RE: Annual Investment Report FYE 09/30/13

As required by Paragraph 218.415(15), Florida Statutes, please accept this Annual Investment Report.

This report includes all investments held in the Sheriff's Office portfolio and earnings.

If there are any questions, please do not hesitate to contact me at 436-9541.

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2013 OCT 25 P 2:36

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 OCT 25 P 1:57
FINANCIAL REPORTING/GRANTS

DM;jbf

Enclosure (1) "Annual Investment Report"

ESCAMBIA COUNTY SHERIFF'S OFFICE

Telephone (850) 436-9512 • www.escambiaso.com • P.O. Box 18770 • Pensacola, Florida 32523

COPY

2013

Annual Investment Report



Sheriff David Morgan

FYE 9/30/13

FINANCIAL REPORTING/GRANTS

2013 OCT 25 P 1:57

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

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- **Investment Policy**
- **Attachment A (List of Public Depositories)**
- **Attachment B (Investment Policy Internal Controls)**
- **Investments**
 - General Fund Interest Income
 - Other Accounts

Investment Policy

Escambia County Sheriff's Office

ESCAMBIA COUNTY SHERIFF'S OFFICE

Pensacola, Florida

David Morgan, Sheriff

General Order		Subject: Investment Policy		Number: 305
Issue Date: 10/20/2009	Effective Date: 10/20/2009	Review Date: 10/2010	Review Responsibility: Administration Division	
Distribution Code: All Members		Rescinds: 03-71	Amends:	
Related Documents: CFA/FCAC/NCCHC				

PURPOSE: The purpose of this general order is to prescribe procedures for the investing of surplus funds held by the Escambia County Sheriff's Office.

POLICY: All surplus funds that are held by or for the Escambia County Sheriff's Office will be invested in such a manner so that certain objectives are achieved, in particular the safety of the principle invested and the liquidity of the funds that are invested. The investment of these funds is governed by Florida Statute.

PROCEDURE:

305.1

Investment Objectives

1. When surplus funds are invested, each investment opportunity will follow certain objectives. These objectives are, in order of priority:
 - a. Safety - Funds entrusted to the Sheriff represent funds belonging to the people of Escambia County. Therefore, the primary objective of this investment policy is to provide for the protection of investment capital.
 - b. Liquidity - The Sheriff's Office portfolio will provide sufficient liquidity so that funds are available for timely satisfaction of financial obligations.
 - c. Return on investment - Within safety and liquidity limitations, a reasonable rate of return should be obtained on Sheriff's Office investments.
2. The performance of the Escambia County Sheriff's Office investments will be compared on an annual basis with the appropriate indices published in a

national financial publication. Such indices will be selected by the Chief Financial Officer to reflect returns on investments with a minimum of risk.

305.2

Prudence and Ethical Standard

It is imperative that certain standards be established and followed concerning the investment of funds held by the Sheriff. Of those standards, the prudent person standard is defined as follows:

1. Investments will be made with judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the income to be derived.
2. Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper conduct of the investment program, or which could impair their ability to make impartial investment decisions. In addition, those persons will disclose to the Sheriff any material of financial interest or personal relationship which could cause a conflict of interest.

305.3

Authorized Investments

1. The Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, F.S.S. 163.01.
2. Security and Exchange registered money market funds with the highest credit quality rating from a recognized rating agency.
3. Saving accounts in state-certified depositories, as defined in F.S.S. 280.02(16).
4. Certificates of Deposit in a state certified depository.
5. Notes, Bonds, T-Bills, or other direct obligations of the United States Treasury.
6. Federal agencies and instruments.
7. Repurchase agreements.

8. Prior to investing in any derivative product or reverse repurchase agreement, the Chief Financial Officer will review the provisions of F.S.S. 218.415(5).

305.4

Maturity and Liquidity Requirements

The investment portfolio will be constructed in such a manner as to provide sufficient liquidity to pay obligations as they become due. To the extent possible, investment maturities will be matched with known cash needs and anticipated cash flow.

305.5

Portfolio Composition and Diversification

Prudent investing necessitates that the portfolio be diversified as to instruments and dealers. Investments will be diversified to the extent practical to control risk of loss from over concentration of assets in specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines will be reviewed and, if necessary, revised by the Chief Financial Officer on a periodic basis.

1. The following maximum limits are guidelines for diversification by instrument:
 - a. Government Advantage Interest Accounts 100%
 - b. Certificates of Deposit 0%
 - c. Treasury Bills/Notes %
 - d. Other United States Governmental Agencies %
 - e. State investment pool interest bearing accounts (i.e. Savings, NOW) 0%
2. The Sheriff may revise these guidelines for specific circumstances.
3. Government Advantage Account
 - a. The Government Advantage Account combines the features and conveniences of a full-service demand deposit account with the advantage of paying interest on excess balances. It also offers additional features that simplify operations and may help reduce overhead on cash management and investment activities.
 - b. Funds in Government Advantage Accounts are demand deposits, not investments. Therefore, the FDIC insures them for the first \$100,000.

Additionally, the bank collateralizes the funds in the account to the fullest extent required by state law under Section 280.

- c. Interest payments are determined monthly. At the end of each month, the account analysis system computes the average ledger balance, average float, and average positive collected balance. Compensating balances and the balance to offset services rendered are subtracted from the average positive collected balance to arrive at the net balance available amount. (An earnings credit rate equal to the Treasury bill interest rate will be used.) The interest is then paid on the dollars remaining after the service charges are covered. The interest is paid to the account on the 10th of the following month.

305.6

Authorized Investment Institutions and Dealers

The Escambia County Sheriff's Office will only purchase securities from brokers, dealers or banks that have met certain criteria. Criteria for approval includes but is not limited to:

1. Banks and Savings and Loan Associations must meet requirements as a qualified depository as determined by the State of Florida.
2. Brokers and dealers must be listed on the Federal Reserve Bank of New York as primary government securities dealer.
3. Brokers and dealers must provide certification of having read this policy.
4. Repurchase agreements will be conducted only with principals and not through third parties acting as agents.

305.7

Third Party Custodial Agreements

1. All securities purchased by the Escambia County Sheriff's Office will be properly designated as assets of the Sheriff's Office and may be held in safekeeping by a third party custodial institution.
2. No withdrawal of securities, in whole or part, will be made from safekeeping without authorization of the Chief Financial Officer.
3. The Chief Financial Officer is authorized to execute, on behalf of the Sheriff, third party custodial agreement(s) with banks and other financial institutions. Such agreements may include the following:
 - a. Letters of authority from the Sheriff;

- b. Details as to the responsibilities of each party;
 - c. Method of notification of security purchases, sales, and delivery;
 - d. Procedures related to repurchase agreements;
 - e. Wire transfers;
 - f. Safekeeping and transaction costs;
 - g. Procedures in case of wire transfer failure or other mishaps; and
 - h. A description of the liabilities of each party.
4. Certificates of deposit or other time deposits do not need to be placed with a third party custodian, as they are collateralized through F.S.S. 280.

305.8

Bid Requirements

- 1. When feasible and appropriate, a competitive bid process will be used.
- 2. The primary investment instrument used by the Sheriff's Office is the Government Advantage Interest Account, with the principal being the bank balance at the end of a work period. Overall banking services will be by bid.
- 3. To obtain the best mix of low cost service fees and highest rates of return, various types of accounts may be packaged as a group. This decision will be at the Sheriff's discretion.
- 4. The group may include both interest bearing and non-interest bearing accounts.
- 5. Bidding will be done on a 3 to 5 year cycle.
- 6. Bid scoring will be done using a weighted matrix system for quantitative type answers.
 - a. If a clear winner does not emerge, a qualitative analysis will be used to make the final decision.
 - b. If a winner did not submit the highest interest rate, an explanation will be attached stating the reason(s) for the final selection.
- 7. All bids will be retained according to current bidding policy.

305.9
Internal Controls

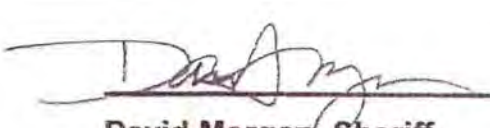
The Chief Financial Officer will establish and monitor a set of controls designed to protect the Sheriff's Office funds and assure proper accounting and reporting of securities transactions.

305.10
Reporting

The Chief Financial Officer will prepare periodic reports, at least annually, for presentation to the Sheriff and the Board of County Commissioners. The report(s) will include the following:

1. Securities in the portfolio by class or type;
2. Book value;
3. Income earned; and
4. Market value as of date of the report.

Drafted by: Wanda H. White; October 18, 2009

Approved
David Morgan, Sheriff
Escambia County, Florida
Date

ATTACHMENT A

Escambia County Sheriff's Office

LIST OF QUALIFIED PUBLIC DEPOSITORIES AS OF SEPTEMBER 30, 2013		
FEIN	INSTITUTION	MAIN OFFICE LOCATION
590295205	1ST NATIONAL BANK OF SOUTH FLORIDA	HOMESTEAD
592718611	1ST UNITED BANK	BOCA RATON
200586873	ALARION BANK	OCALA
200642557	AMERICAN ENTERPRISE BANK OF FLORIDA	JACKSONVILLE
161764661	AMERICAN MOMENTUM BANK	TAMPA
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK
581111076	AMERIS BANK	MOULTRIE, GA
720218544	ANTHEM BANK & TRUST	PLAQUEMINE, LA
591485307	BAC FLORIDA BANK	CORAL GABLES
362085229	BMO HARRIS BANK, N.A.	CHICAGO, IL
522126008	BANCO POPULAR NORTH AMERICA	NEW YORK, NY
640117230	BANCORPSOUTH BANK	TUPELO, MS
202768792	BANESCO USA	CORAL GABLES
941687665	BANK OF AMERICA, N.A.	CHARLOTTE, NC
591024375	BANK OF BELLE GLADE	BELLE GLADE
208376899	BANK OF CENTRAL FLORIDA	LAKELAND
590153890	BANK OF JACKSON COUNTY	GRACEVILLE
591447189	BANK OF TAMPA, THE	TAMPA
591050700	BANK OF THE SOUTH	PENSACOLA
592895534	BANKFIRST	WINTER PARK
270217289	BANKUNITED, N.A.	MIAMI LAKES
593672784	BEACH COMMUNITY BANK	FORT WALTON BEACH
561074313	BRANCH BANKING & TRUST COMPANY	WINSTON-SALEM, NC
590153930	BRANNEN BANK	INVERNESS
800249828	BROWARD BANK OF COMMERCE	FORT LAUDERDALE
593324560	C1 BANK	ST. PETERSBURG
582455444	CBC NATIONAL BANK	FERNANDINA BEACH
630258819	CCB COMMUNITY BANK	ANDALUSIA, AL
593404322	CNLBANK	ORLANDO
640156695	CADENCE BANK, N.A.	BIRMINGHAM, AL
800623883	CAPITAL BANK, N.A.	CORAL GABLES
593277398	CAPITAL CITY BANK	TALLAHASSEE
710009885	CENTENNIAL BANK	CONWAY, AR
592979916	CENTERSTATE BANK OF FLORIDA, N.A.	WINTER HAVEN
205909064	CENTRAL BANK	TAMPA
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE
582657053	CHARTERBANK	WEST POINT, GA
135266470	CITIBANK, N.A.	SIOUX FALLS, SD
590193780	CITIZENS BANK & TRUST	FROSTPROOF
590557762	CITIZENS BANK OF FLORIDA	OVIEDO
593018034	CITIZENS FIRST BANK	THE VILLAGES
590828474	CITIZENS STATE BANK	PERRY
591297458	CITY NATIONAL BANK OF FLORIDA	MIAMI
590199400	COCONUT GROVE BANK	MIAMI
590201970	COLUMBIA BANK	LAKE CITY
593472696	COMMUNITY BANK & TRUST OF FLORIDA	OCALA
651156637	COMMUNITY BANK OF BROWARD	DANIA BEACH
591474050	COMMUNITY BANK OF FLORIDA	HOMESTEAD
593611444	COMMUNITY BANK OF THE SOUTH	MERRITT ISLAND
203871376	COMMUNITY SOUTHERN BANK	LAKELAND
590795359	COMMUNITY STATE BANK	STARKE

FEIN	INSTITUTION	MAIN OFFICE LOCATION
630476286	COMPASS BANK	BIRMINGHAM, AL
591521267	CONTINENTAL NATIONAL BANK OF MIAMI	MIAMI
650315279	DESJARDINS BANK, N.A.	HALLANDALE
592976493	DRUMMOND COMMUNITY BANK	CHIEFLAND
591259357	EASTERN NATIONAL BANK	MIAMI
650765849	EDISON NATIONAL BANK	FORT MYERS
203742585	ENCORE BANK, N.A.	PORT CHARLOTTE
611433431	ENGLEWOOD BANK & TRUST	ENGLEWOOD
591479450	ESPIRITO SANTO BANK	MIAMI
593531592	EVERBANK	JACKSONVILLE
591387466	EXECUTIVE NATIONAL BANK	MIAMI
590788761	FNBT.COM BANK	FORT WALTON BEACH
590238640	FARMERS & MERCHANTS BANK	MONTICELLO
310676865	FIFTH THIRD BANK	CINCINNATI, OH
208075599	FINEMARK NATIONAL BANK & TRUST	FORT MYERS
200962736	FIRST AMERICA BANK	BRADENTON
421174407	FIRST AMERICAN BANK	FORT DODGE, IA
590242465	FIRST BANK - FLORIDA	CLEWISTON
430231490	FIRST BANK - MISSOURI	CREVE COEUR, MO
202945754	FIRST BANK OF THE PALM BEACHES	WEST PALM BEACH
590612190	FIRST CITY BANK OF FLORIDA	FORT WALTON BEACH
590969721	FIRST FEDERAL BANK OF FLORIDA	LAKE CITY
202951094	FIRST FLORIDA BANK	DESTIN
262218160	FIRST GREEN BANK	MOUNT DORA
592312147	FIRST NATIONAL BANK NORTHWEST FLORIDA	PANAMA CITY
590762637	FIRST NATIONAL BANK OF CRESTVIEW	CRESTVIEW
590242830	FIRST NATIONAL BANK OF MOUNT DORA, THE	MOUNT DORA
592648115	FIRST NATIONAL BANK OF PASCO	DADE CITY
590675658	FIRST NATIONAL BANK OF SOUTH MIAMI	SOUTH MIAMI
590877517	FIRST NATIONAL BANK OF WAUCHULA	WAUCHULA
208397856	FIRST NATIONAL BANK OF THE GULF COAST	NAPLES
592507590	FIRST SOUTHERN BANK	BOCA RATON
591451065	FIRST STATE BANK OF ARCADIA, THE	ARCADIA
650790413	FIRST STATE BANK OF THE FLORIDA KEYS	KEY WEST
260564277	FIRSTATLANTIC BANK	JACKSONVILLE
650980079	FLAGLER BANK	WEST PALM BEACH
592331908	FLORIDA BANK	TAMPA
203426097	FLORIDA BANK OF COMMERCE	ORLANDO
593609400	FLORIDA BUSINESS BANK	MELBOURNE
593543636	FLORIDA CITIZENS BANK	GAINESVILLE
271732978	FLORIDA COMMUNITY BANK, N.A.	WESTON
205502147	FLORIDA SHORES BANK - SOUTHEAST	POMPANO BEACH
260832347	FLORIDA SHORES BANK - SOUTHWEST	VENICE
208689049	FLORIDA TRADITIONS BANK	DADE CITY
204201875	FLORIDIAN BANK	DAYTONA BEACH
651107498	FLORIDIAN COMMUNITY BANK, INC.	DAVIE
205228352	GATEWAY BANK OF CENTRAL FLORIDA	OCALA
202720570	GATEWAY BANK OF FLORIDA	DAYTONA BEACH
205769880	GATEWAY BANK OF SOUTHWEST FLORIDA	SARASOTA
592372081	GIBRALTAR PRIVATE BANK & TRUST COMPANY	CORAL GABLES
650902670	GRAND BANK & TRUST OF FLORIDA	WEST PALM BEACH
562308972	GULF COAST COMMUNITY BANK	PENSACOLA
650898666	GULFSTREAM BUSINESS BANK	STUART
640169065	HANCOCK BANK	GULFPORT, MS
590879274	HARBOR COMMUNITY BANK	INDIANTOWN

FEIN	INSTITUTION	MAIN OFFICE LOCATION
593584666	HEARTLAND NATIONAL BANK	SEBRING
580679647	HERITAGEBANK OF THE SOUTH	ALBANY, GA
592571173	HIGHLANDS INDEPENDENT BANK	SEBRING
720218470	IBERIABANK	LAFAYETTE, LA
261783674	INTRACOASTAL BANK	PALM COAST
590794091	JGB BANK, N.A.	MIAMI
134994650	JPMORGAN CHASE BANK, N.A.	COLUMBUS, OH
593571314	JACKSONVILLE BANK, THE	JACKSONVILLE
300440889	JEFFERSON BANK OF FLORIDA	OLDSMAR
590549169	LAFAYETTE STATE BANK	MAYO
593559141	MADISON COUNTY COMMUNITY BANK	MADISON
590874267	MERCHANTS & SOUTHERN BANK	GAINESVILLE
770650041	NATURE COAST BANK	HERNANDO
263121628	NEW TRADITIONS NATIONAL BANK	ORLANDO
260351928	NORTHSTAR BANK	TAMPA
361561860	NORTHERN TRUST COMPANY, THE	CHICAGO, IL
592237280	OCEAN BANK	MIAMI
412124729	OCULINA BANK, THE	FORT PIERCE
592222038	OLD FLORIDA NATIONAL BANK	ORLANDO
010914314	ONE SOUTH BANK	CHIPLEY
042764211	ONEUNITED BANK	BOSTON, MA
202535722	ORANGE BANK OF FLORIDA	ORLANDO
221146430	PNC BANK, N.A.	WILMINGTON, DE
592437764	PACIFIC NATIONAL BANK	MIAMI
203037095	PARADISE BANK	BOCA RATON
200830384	PATRIOT BANK	TRINITY
591510993	PEOPLES BANK OF GRACEVILLE	GRACEVILLE
592648364	PEOPLES NATIONAL BANK	NICEVILLE
593512544	PEOPLES STATE BANK	LAKE CITY
581171935	PEOPLESSOUTH BANK	COLQUITT, GA
593460497	PLATINUM BANK	BRANDON
203294197	PREFERRED COMMUNITY BANK	FORT MYERS
260474086	PRIME MERIDIAN BANK	TALLAHASSEE
592324433	PROSPERITY BANK	ST. AUGUSTINE
593244348	RAYMOND JAMES BANK, N.A.	ST. PETERSBURG
592608698	REGENT BANK	DAVIE
630371391	REGIONS BANK	BIRMINGHAM, AL
593616000	REPUBLIC BANK	PORT RICHEY
591538315	SABADELL UNITED BANK, N.A.	MIAMI
590193820	SEACOAST NATIONAL BANK	STUART
203341252	SEASIDE NATIONAL BANK & TRUST	ORLANDO
202451671	SERVISFIRST BANK	BIRMINGHAM, AL
208475582	SHAMROCK BANK OF FLORIDA	NAPLES
204091629	SMARTBANK	PIGEON FORGE, TN
580214350	SOUTHEASTERN BANK	DARIEN, GA
204486142	STONEGATE BANK	FORT LAUDERDALE
262000576	SUMMIT BANK, N.A.	PANAMA CITY
580466330	SUNTRUST BANK	ATLANTA, GA
650878433	SUNSTATE BANK	MIAMI
580201800	SYNOVUS BANK	COLUMBUS, GA
010137770	TD BANK, N.A.	WILMINGTON, DE
591498440	TOTALBANK	MIAMI
640180810	TRUSTMARK NATIONAL BANK	JACKSON, MS
205689929	USAMERIBANK	CLEARWATER
630838750	UNITED BANK	ATMORE, AL

FEIN	INSTITUTION	MAIN OFFICE LOCATION
593745455	UNITED LEGACY BANK	WINTER PARK
590489540	UNITED SOUTHERN BANK	UMATILLA
591008568	URBAN TRUST BANK	ORLANDO
591548423	VALLEY BANK	FORT LAUDERDALE
590500870	WAUCHULA STATE BANK	WAUCHULA
941347393	WELLS FARGO BANK, N.A.	SIOUX FALLS, SD

ATTACHMENT B

Escambia County Sheriff's Office

**OFFICE OF THE SHERIFF
ESCAMBIA COUNTY, FLORIDA
INVESTMENT POLICY INTERNAL CONTROLS**

These controls are designed to protect the Sheriff's Office funds and to insure proper accounting and reporting of securities transactions. The controls will include, but are not limited to, the following:

1. All securities purchased or sold will be transferred only under "delivery vs. payment" (d.v.p.) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.
2. The Chief Financial Officer is authorized to accept on behalf of and in the name of the Escambia County Sheriff's Office, bank trust receipts or confirmation as evidence of actual delivery of the obligation or securities in return for investment of funds.
3. Trust receipts or confirmations will fully describe the various obligations or securities held.
4. The receipt or confirmation will state that the investment is held in the name of the Escambia County Sheriff's Office.
5. Written documentation and/or confirmation of telephone transactions and/or wire transactions will be maintained.
6. There will be adequate separation of duties with clear delegation of authority among personnel handling investment functions.
7. Custodial safekeeping will be properly utilized.
8. Operational review and performance evaluation and reporting, interim and/or annual, will be completed by the Chief Financial Officer.
9. There will be an avoidance of bearer type securities.
10. There will be an avoidance of delivery type securities.
11. There will be specific limitations regarding securities losses and remedial actions will be taken as soon as possible should such losses occur.
12. A wire transfer agreement with the custodial bank outlining the various controls and security provisions for making and receiving wire transfers will be developed.
13. Prohibition of collusion will be developed into such controls.

14. Written dealer confirmation and month and quarterly custodial account statements will be maintained.
15. All daily investment activity will be coordinated and reviewed by the Chief Financial Officer.
16. The following personnel are designated as having authority to initiate investment activity:
 - A. The Sheriff;
 - B. The Chief Financial Officer; and
 - C. Person designated by the Sheriff.
17. Periodic training and educational opportunities will be made available concerning investment and related subjects for appropriate investment personnel.
18. Such additional controls as may be required.

INVESTMENTS

Escambia County Sheriff's Office

General Fund Interest Income

At 9/30/13 The Escambia County Sheriff's Office earned for the fiscal year the following:

INTEREST

October 2012	\$	43.57
November 2012	\$	35.49
December 2012	\$	35.24
January 2013	\$	22.54
February 2013	\$	18.97
March 2013	\$	19.63
April 2013	\$	16.88
May 2013	\$	12.02
June 2013	\$	8.35
July 2013	\$	4.88
August 2013	\$	4.55
September 2013	\$	44.11
Total FYE 09/30/13	\$	266.23

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 OCT 25 P 2:00
FINANCIAL REPORTING/GRANTS



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-5185

Clerk & Comptroller's Report 11. 2.

BCC Regular Meeting

Consent

Meeting Date: 11/07/2013

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Approve the Minutes of the Regular Board Meeting held October 17, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 17, 2013; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held October 10, 2013. **(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**

Attachments

October 17, 2013. Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD OCTOBER 17, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 10:18 a.m.)

Present: 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

Absent: Commissioner Gene M. Valentino, Chairman, District 2

1. FOR INFORMATION: The agenda package for the 5:30 p.m., October 17, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, County Attorney Rogers, Interim County Administrator Touart, and Larry M. Newsom reviewed the agenda cover sheet;
 - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Amy Lovoy, Joy D. Blackmon, County Attorney Rogers, Interim County Administrator Touart, and David Musselwhite reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Robinson reviewed his add-on items, and Thomas "Tom" Turner and Interim County Administrator Touart commented concerning Item 2.

October 17, 2013

NAME

DEPARTMENT/AGENCY

1	Susan A. Jooy	Clerk of Court
2	Doris Harris	Clerk to the Board
3	Pam Chuders	Clerk
4	George Towns	CA
5	Quincy Witterstaeter	CAO
6	Lynne May	CC
7	David R. Kelly	BCC
8	John R. Kelly	BCC
9	Wilson Robertson	BCC
10	Gay	Atty
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October 17, 2013

NAME

DEPARTMENT/AGENCY

1	Becky Azutten	BCC D4
2	Dean Lailmer	BCC - D2
3	Draine Simpson	Co. Atty Office
4	Dawn Locke	BCC Dist's
5	Aretta Dreen	BCC 3
6	J. Braywell	BCC D1
7	Keith Wilkins	C+E
8	Thelma McClure	C+E/Mosquito Cont.
9	Dann Allen	Extension
10	Gallene Jones	Extension
11	Carrie Stevens	Extension
12	Rick O'Connor	Extension
13	Libbie Johnson	Extension
14	Hanny Wicker	MEAD
15	Matt Moenham	PW
16	Jim Howe	DSNM
17	Ida S	D.S
18	Donald Mayo	BID
19	Norden Bain	several
20	James Emy	SOLE
21	Marilyn Wesley	DCA
22	Susan Nelson	Workforce Escarosa
23	Lynne Taylor	MJB
24	Mike Weaver	1
25	Garry Hicks	CITIZEN
26	Debbie Sumner	Stuck
27	Emily Loney	MBS
28	Lowell Loney	HA
29	DAVID WHEELER	FRAGILITIES MGT
30	Michael Rhodes	PARK & REC

NAME

DEPARTMENT/AGENCY

1	LARRY GOODWIN	P/W
2	Was Moreno	P/W
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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5177

Growth Management Report 11. 1.

BCC Regular Meeting

Meeting Date: 11/07/2013

Issue: Review of Rezoning Cases heard by the Planning Board on October 7, 2013

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on October 7, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on October 7, 2013:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-16, Z-2013-18, Z-2013-19 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: Z-2013-16

Address: 2640 W. Michigan Ave

Property Reference No.: 42-1S-30-3004-000-003

Property Size: 2.23(+/-) acres

From: C-1, Retail Commercial District (cumulative) (25 du/acre)

To: C-2NA, General Commercial & Light Manufacturing District (cumulative) Bars, Nightclubs, and Adult Entertainment are prohibited uses (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 1

Requested by: Tom Arnett, President for Crystal Beach Homes, Inc., Owner

Planning Board Approval

Recommendation:

Speakers: Tom Arnett, Van Hibberts

2. Case No.: Z-2013-18

Address: 6100 Mobile Hwy

Property Reference: 39-1S-31-4412-000-001; 39-1S-31-4413-000-000
Property Size: 3.34(+/-) acres
From: R-3/C-1, One-Family and Two-Family District, (cumulative) Medium Density and Retail Commercial District (cumulative) (25 du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 1
Requested by: Derrell Slaughter, Owner
Planning Board Approval
Recommendation:
Speakers: Derrell Slaughter

3. Case No.: Z-2013-19

Address: 3219 Stefani Rd
Property Reference No.: 38-1N-31-4301-000-000
Property Size: 3.04 (+/-) acres
From: VR-1, Villages Rural Residential District (Gross Density one du/four acres)
To: V-1, Villages Single Family Residential District (Gross Density one du/acre)
FLU: MU-S, Mixed - Use Suburban
Commissioner District: 5
Requested by: Randall & Mary Susan Goad, Owner
Planning Board Approval
Recommendation:
Speakers: Randall Goad

BACKGROUND:

The above cases were owner initiated and heard at the October 7, 2013 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2013-16

Z-2013-18

Z-2013-19

Z-2013-16

PLANNING BOARD REZONING HEARINGS - OCTOBER 7, 2013

IN AND FOR ESCAMBIA COUNTY, FLORIDA
ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the Escambia County Planning Board, on Monday, October 7, 2013, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, Pensacola, Florida, commencing at 8:30 a.m.

APPEARANCES

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN
TIM TATE, VICE CHAIRMAN
DOROTHY DAVIS (NOT PRESENT)
DAVID WOODWARD
R. VAN GOODLOE
KAREN SINDEL (NOT PRESENT)
ALVIN WINGATE
PATTY HIGHTOWER, SCHOOL BOARD MEMBER
STEPHANIE ORAM, NAVY REPRESENTATIVE (NOT PRESENT)
STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

PLANNING AND ZONING:

HORACE JONES, DIVISION MANAGER
ALLYSON CAIN, URBAN PLANNER
JUAN LEMOS, URBAN PLANNER
GENERAL PUBLIC

3

1

P R O C E E D I N G S

2

MR. BRISKE: I would like to call to order

3

the Escambia County Planning Board

4

quasi-judicial hearing for October 7th. I

08:34AM

5

would ask that you please turn off your cell

6

phones or any other noise making devices.

7

We do have a quorum. We are missing one

8

member, Ms. Sindel and Ms. Oram from the Navy

9

is also not here.

08:34AM

10

I'll ask Mr. Wingate to please lead us in

11

the Pledge and the Invocation, please.

12

(Invocation and Pledge of Allegiance.)

13

MR. BRISKE: One more addition to the

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quorum. Ms. Dorothy Davis is not present, as

08:35AM

15

well, but we do still have a quorum and we

16

will proceed with the meeting.

17

Staff members, do we have proof of

18

publication of the meeting?

19

MS. LOCKHART: Yes, sir, we do, on

08:36AM

20

September the 20th.

21

MR. BRISKE: Thank you. Does that

22

publication meet all of the legal

23

requirements?

24

MS. LOCKHART: Yes.

08:36AM

25

MR. BRISKE: The Chair will entertain a

TAYLOR REPORTING SERVICES, INCORPORATED

2

I N D E X

	Page
Opening Remarks by Chairman Briske	3
County Staff sworn	8
Exhibit A, Rezoning Hearing Package and Legal Advertisement	10
CASE NO: Z-2013-16	11
Presentation by Toy Rex Arnett	13
Presentation of maps and photography	15
Presentation by Allyson Cain	36
Public Comment: Van Hibberts	39
Motion by Mr. Tate	58
CASE NO: Z-2013-18	72
Presentation by Derrell Slaughter	74
Motion by Mr. Tate	75
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Presentation of Maps and Photography	78
Randall Wayne Goad	79
Motion by Mr. Tate	80
CERTIFICATE OF REPORTER	82

TAYLOR REPORTING SERVICES, INCORPORATED

4

1

motion to waive the reading of the legal.

2

MR. GOODLOE: I so move.

3

MR. TATE: Second.

4

MR. BRISKE: A motion and a second. All

5

those in favor, say aye.

6

(Board members vote.)

7

MR. BRISKE: Opposed?

8

(None.)

9

MR. BRISKE: The motion carries.

08:36AM

10

(The motion carries unanimously.)

11

MR. BRISKE: At this hearing the Planning

12

Board is acting under its authority to hear

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and make recommendations to the Board of

14

County Commissioners on rezoning applications.

08:36AM

15

These hearings are quasi-judicial in nature.

16

Quasi-judicial hearings are like evidentiary

17

hearings in a court of law, however, it's less

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formal. All testimony will be given under

19

oath and anyone testifying before the Planning

08:36AM

20

Board may be subject to cross-examination.

21

All documents and exhibits that the

22

Planning Board considers will be entered into

23

evidence and made part of the record.

24

Opinion testimony will be limited to

08:37AM

25

experts and closing arguments will be limited

TAYLOR REPORTING SERVICES, INCORPORATED

GMR: 11-7-13

<p style="text-align: right;">5</p> <p>1 to the evidence in the record.</p> <p>2 Before making our decision, the Planning</p> <p>3 Board will consider the relevant testimony,</p> <p>4 the exhibits entered into evidence and the</p> <p>08:37AM 5 applicable law.</p> <p>6 Each individual who wishes to speak must</p> <p>7 complete a speaker request form that are</p> <p>8 located at the back of the chambers. You will</p> <p>9 not be allowed to speak unless we have a</p> <p>08:37AM 10 completed form. Please also note that only</p> <p>11 those individuals who are present and give</p> <p>12 testimony on the record before this hearing</p> <p>13 before the Planning Board will be allowed to</p> <p>14 speak at the subsequent hearing before the</p> <p>08:37AM 15 Board of County Commissioners. No new</p> <p>16 evidence can be presented to the BCC meeting.</p> <p>17 Therefore, all testimony and evidence must be</p> <p>18 presented today.</p> <p>19 The Planning Board will provide a</p> <p>08:38AM 20 recommendation for each rezoning request to</p> <p>21 the Board of County Commissioners. They will</p> <p>22 then review the testimony, documents and</p> <p>23 exhibits, consider the closing arguments and</p> <p>24 make a final decision.</p> <p>08:38AM 25 All decisions by the BCC are final.</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">7</p> <p>1 consistent with the Comprehensive Plan.</p> <p>2 Consistency with the code. Whether the</p> <p>3 proposed amendment is in conflict with any</p> <p>4 portion of the Land Development Code and is</p> <p>08:39AM 5 consistent with the stated purpose and intent</p> <p>6 of that Land Development Code.</p> <p>7 Compatibility with surrounding uses.</p> <p>8 Whether and to the extent to which the</p> <p>9 proposed amendment is compatible with existing</p> <p>08:40AM 10 and proposed uses in the area of the subject</p> <p>11 property.</p> <p>12 Changed conditions. Whether and to the</p> <p>13 extent to which there are changed conditions</p> <p>14 that impact the amended property.</p> <p>08:40AM 15 E, effect on the natural environment.</p> <p>16 Whether and to the extent the proposed</p> <p>17 amendment would result in significant adverse</p> <p>18 impacts on the natural environment.</p> <p>19 F, development patterns. Whether and to</p> <p>08:40AM 20 the extent to which the proposed amendment</p> <p>21 would result in a logical and orderly</p> <p>22 development pattern.</p> <p>23 At the beginning of each case, if there</p> <p>24 are no objections from the applicant, we will</p> <p>08:40AM 25 allow the staff to briefly present the</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">6</p> <p>1 Anyone who wishes to seek judiciary review of</p> <p>2 a decision of the Board of County</p> <p>3 Commissioners must do so in a court of</p> <p>4 competent jurisdiction within 30 days of the</p> <p>08:38AM 5 date that the Board of Commissioners either</p> <p>6 approves or rejects the recommended order of</p> <p>7 the Planning Board.</p> <p>8 All written or oral communication outside</p> <p>9 of this hearing with members of the Planning</p> <p>08:38AM 10 Board are considered ex parte communications.</p> <p>11 Ex parte communications are presumed</p> <p>12 prejudicial under Florida law and must be</p> <p>13 disclosed as provided in Board of County</p> <p>14 Commissioners Resolution 96-13. As each case</p> <p>08:39AM 15 is heard the Chair will ask the Board members</p> <p>16 who have been involved any ex parte</p> <p>17 communication to please identify themselves</p> <p>18 and describe the communication.</p> <p>19 As required by Section 2.08.02.D of the</p> <p>08:39AM 20 Escambia County Land Development Code, the</p> <p>21 Planning Board's recommendations to the Board</p> <p>22 of County Commissioners shall include</p> <p>23 consideration of six criterion.</p> <p>24 A, consistency with the Comprehensive</p> <p>08:39AM 25 Plan. Whether the proposed amendment is</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">8</p> <p>1 location and zoning maps as well as</p> <p>2 photography for the property.</p> <p>3 Then we will hear from the applicant and</p> <p>4 any witnesses that they may wish to call.</p> <p>08:40AM 5 Then we will hear from the staff and any</p> <p>6 witnesses that they may wish to call. Finally</p> <p>7 we will hear from members of the public who</p> <p>8 have filled out a speaker request form.</p> <p>9 At this time I'll ask our court reporter</p> <p>08:41AM 10 to please swear in the members of the staff</p> <p>11 that are going to be testifying today, please.</p> <p>12 (County Staff sworn.)</p> <p>13 MR. BRISKE: Thank you. Board members,</p> <p>14 we've previously qualified all these</p> <p>08:41AM 15 individuals to offer expert testimony in the</p> <p>16 area of land use and planning. Do any of you</p> <p>17 have questions regarding their qualifications</p> <p>18 or ability to offer expert testimony?</p> <p>19 Hearing none, do I have a motion to accept</p> <p>08:41AM 20 them as experts in the area of land use and</p> <p>21 planning?</p> <p>22 MR. GOODLOE: So moved.</p> <p>23 MR. WOODWARD: Second.</p> <p>24 MR. BRISKE: A motion and second. All</p> <p>08:41AM 25 those in favor, say aye.</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>

PLANNING BOARD REZONING HEARINGS - OCTOBER 7, 2013

<p align="right">9</p> <p>1 (Board members vote.)</p> <p>2 (The motion passed unanimously.)</p> <p>3 MR. BRISKE: The rezoning hearing package</p> <p>4 for October 7th, 2013, with the staff's</p> <p>08:41AM 5 Findings-of-Fact has previously been provided</p> <p>6 to the Board members. The Chair will</p> <p>7 entertain a motion to accept that rezoning</p> <p>8 hearing package with the staff's findings and</p> <p>9 the legal advertisement into evidence.</p> <p>08:42AM 10 Do we have a motion?</p> <p>11 MR. WOODWARD: So moved.</p> <p>12 MR. BRISKE: A motion to accept.</p> <p>13 MR. GOODLOE: Second.</p> <p>14 MR. BRISKE: All those in favor, please</p> <p>08:42AM 15 say aye.</p> <p>16 (Board members vote.)</p> <p>17 MR. BRISKE: Opposed?</p> <p>18 (None.)</p> <p>19 MR. BRISKE: The motion carries.</p> <p>08:42AM 20 (The motion carries unanimously.)</p> <p>21 MR. BRISKE: The rezoning hearing package</p> <p>22 with the staff's Findings-of-Fact and the</p> <p>23 legal advertisement will be marked and</p> <p>24 included in the record as Composite Exhibit A</p> <p>08:42AM 25 for all of today's cases.</p> <p align="right">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p align="right">11</p> <p>1 * * *</p> <p>2 <u>CASE NO: Z-2013-16</u></p> <p>3 Applicant: Thomas Arnett, President for Crystal</p> <p>4 Address: Beach Homes, Inc., Owner</p> <p>2640 West Michigan Avenue</p> <p>5 From: C-1, Retail Commercial District</p> <p>(cumulative) (25 du/acre)</p> <p>6 To:</p> <p>C-2NA, General Commercial and Light</p> <p>7 Manufacturing District (cumulative),</p> <p>8 Bars, Nightclubs and Adult</p> <p>Entertainment are Prohibited Uses (25</p> <p>du/acre)</p> <hr/> <p>08:42AM 10 MR. BRISKE: We have three cases today</p> <p>11 and we will go directly into our first</p> <p>12 rezoning case, which is case Z-2013-16, Thomas</p> <p>13 Arnett, President for Crystal Beach Homes,</p> <p>14 Incorporated, Owner. The address is 2640 West</p> <p>08:42AM 15 Michigan Avenue. The request is from C-1,</p> <p>16 Retail Commercial, to C-2NA, General</p> <p>17 Commercial and Light Manufacturing District;</p> <p>18 bars, nightclubs and adult entertainment are</p> <p>19 prohibited uses in this area.</p> <p>08:43AM 20 Members of the Board, I'll now ask if</p> <p>21 there have been any ex parte communications</p> <p>22 between you, the applicant, the applicant's</p> <p>23 agents, attorneys, witnesses, fellow Planning</p> <p>24 Board members or anyone from the general</p> <p>08:43AM 25 public prior to this hearing. I will also ask</p> <p align="right">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p align="right">10</p> <p>1 (Exhibit A, Rezoning Hearing Package and</p> <p>2 Legal Advertisement, was identified and</p> <p>3 admitted.)</p> <p>4 (The transcript continues on Page 11.)</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p align="right">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p align="right">12</p> <p>1 you to disclose if you visited the subject</p> <p>2 property and also disclose if you are relative</p> <p>3 or business associate of the applicant or</p> <p>4 agent.</p> <p>08:43AM 5 And we will start down with you,</p> <p>6 Ms. Hightower. Good morning.</p> <p>7 MS. HIGHTOWER: Good morning. No to all</p> <p>8 the above.</p> <p>9 MR. GOODLOE: Mr. Chairman, no ex parte,</p> <p>08:43AM 10 but I have visited the site.</p> <p>11 MR. WOODWARD: No to all of the above.</p> <p>12 MR. BRISKE: The Chairman. No to all the</p> <p>13 above.</p> <p>14 MR. TATE: No to all.</p> <p>08:43AM 15 MR. WINGATE: I have visited the site.</p> <p>16 MR. BRISKE: And no ex parte</p> <p>17 communication?</p> <p>18 MR. WINGATE: No communication.</p> <p>19 MR. BRISKE: Mr. Wingate, would you adjust</p> <p>08:43AM 20 your microphone, please, so we can pick up the</p> <p>21 recording? Thank you, sir.</p> <p>22 Staff, was notice of the hearing sent to</p> <p>23 all interested parties?</p> <p>24 MS. LOCKHART: Yes.</p> <p>08:44AM 25 MR. BRISKE: Was the notice of the hearing</p> <p align="right">TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">13</p> <p>1 posted on the subject property?</p> <p>2 MS. LOCKHART: Yes, it was.</p> <p>3 MR. BRISKE: Mr. Arnett, good morning,</p> <p>4 sir. We'll have you sworn in, please.</p> <p>08:44AM 5 (Toy Rex Arnett sworn.)</p> <p>6 MR. BRISKE: Sir, if you will please state</p> <p>7 your full name and address for the record.</p> <p>8 MR. ARNETT: My name is Toy, T-O-Y,</p> <p>9 Arnett, and 4420 Highway 4-A, Century,</p> <p>08:44AM 10 Florida.</p> <p>11 MR. BRISKE: Thank you, sir. Did you</p> <p>12 receive a copy of the rezoning hearing package</p> <p>13 with the staff's Findings-of-Fact?</p> <p>14 MR. ARNETT: I did.</p> <p>08:44AM 15 MR. BRISKE: Do you understand that you</p> <p>16 have the burden of providing substantial</p> <p>17 competent evidence that the proposed rezoning</p> <p>18 is consistent with the Comprehensive Plan and</p> <p>19 furthers the goals, objectives and policies of</p> <p>08:44AM 20 that plan and is not in conflict with any</p> <p>21 portion of the Land Development Code?</p> <p>22 MR. ARNETT: Not really, but...</p> <p>23 MR. BRISKE: What I'm asking.</p> <p>24 MR. ARNETT: I've read your report.</p> <p>08:45AM 25 MR. BRISKE: Hold on just a minute, sir.</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">15</p> <p>1 sir.</p> <p>2 (Presentation of maps and photography.)</p> <p>3 MS. CAIN: Allyson Cain, Urban Planner.</p> <p>4 This is Z-2013-16 at 2640 West Michigan</p> <p>08:46AM 5 Avenue, from C-1, Retail Commercial,</p> <p>6 requesting to go to C-2NA, General Commercial</p> <p>7 and Light Manufacturing, with bars and</p> <p>8 nightclub and adult entertainment are</p> <p>9 prohibited uses.</p> <p>08:46AM 10 This is the locational map on Michigan</p> <p>11 Avenue. This is the 500-foot radius zoning</p> <p>12 map showing the current C-1 zoning. This is</p> <p>13 the Future Land Use Map showing Mixed Use</p> <p>14 Urban. This is the existing land use showing</p> <p>08:46AM 15 the surrounding existing uses around that</p> <p>16 parcel. This is the aerial.</p> <p>17 This is our public notice sign. This is</p> <p>18 looking at the subject parcel across Michigan</p> <p>19 Avenue. This is looking at the rear of the</p> <p>08:47AM 20 subject parcel from Michigan Avenue. This is</p> <p>21 another picture of the rear of the property.</p> <p>22 This is looking at the west side of the</p> <p>23 subject parcel showing the fencing. Looking</p> <p>24 west on the subject parcel from the gravel</p> <p>08:47AM 25 driveway. Looking west from the subject</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">14</p> <p>1 What I'm asking you is this. Do you</p> <p>2 understand that you have the burden of proving</p> <p>3 your case is basically what I'm asking you?</p> <p>4 MR. ARNETT: I'm going to say yes.</p> <p>08:45AM 5 MR. BRISKE: Because it's not up to the</p> <p>6 staff to prove your case, it's up to you to</p> <p>7 prove your case because you're presenting it</p> <p>8 to the Board.</p> <p>9 MR. ARNETT: It was my understanding that</p> <p>08:45AM 10 I'm here today to say that we own a piece of</p> <p>11 property out here, 2640.</p> <p>12 MR. BRISKE: Sir, if you will just bear</p> <p>13 with me. We kind of have a set order that we</p> <p>14 do present.</p> <p>08:45AM 15 MR. ARNETT: I'm sorry. I'm not familiar.</p> <p>16 MR. BRISKE: I understand. If you have no</p> <p>17 objection, I would like for the staff to</p> <p>18 present the photography and the zoning maps so</p> <p>19 we can all get an idea of where the property</p> <p>08:45AM 20 is first and then we'll come back and allow</p> <p>21 you to start doing your presentation.</p> <p>22 MR. ARNETT: Okay.</p> <p>23 MR. BRISKE: Thank you, sir. You can</p> <p>24 either stay up there or have a seat. It</p> <p>08:46AM 25 shouldn't take long to do these. Thank you,</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">16</p> <p>1 parcel. This is a buffer on the west side of</p> <p>2 the parcel down the side road. Looking</p> <p>3 southwest across Michigan Avenue from the</p> <p>4 subject property. Looking across Michigan</p> <p>08:47AM 5 Avenue from the parcel. Looking northeast</p> <p>6 from the subject parcel. This is looking east</p> <p>7 along Michigan Avenue from the subject</p> <p>8 property. This is the buffer on the east side</p> <p>9 of the property on Michigan Avenue. This is</p> <p>08:47AM 10 our 500-foot radius map from Chris Jones.</p> <p>11 This is our 500-foot mailing list from the</p> <p>12 property appraiser. That concludes our</p> <p>13 pictures.</p> <p>14 MR. BRISKE: Okay. All right. If you</p> <p>08:48AM 15 would, Juan, would you please bring up the six</p> <p>16 criterion, please?</p> <p>17 MR. LEMOS: Yes, sir.</p> <p>18 MR. BRISKE: Mr. Arnett, if you would come</p> <p>19 back forward, please. What I have on the</p> <p>08:48AM 20 screen here for you, these are the categories</p> <p>21 or the criterion that the Planning Board</p> <p>22 considers when we look at a case. And what I</p> <p>23 was asking you at the beginning is it's really</p> <p>24 your responsibility to prove to the Board and</p> <p>08:48AM 25 to the County Commissioners that your rezoning</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">17</p> <p>08:49AM 1 request supports these six items. The staff 2 has their Findings-of-Fact and they give a 3 report on what they believe and you can either 4 accept what they say or you can dispute it and 5 give your own evidence. So these would be the 6 six things that we would really need to know: 7 Whether it's consistent with the Comprehensive 8 Plan, the Land Development Code and so on down 9 the list. That would kind of help you hit 10 each one of the points for your case here. So 11 you may proceed, sir. 12 MR. ARNETT: I don't know that I was 13 prepared for that, but that's fine. The 14 purpose of me being here is if it meets or can 15 be changed, we simply want to park a truck 16 there. You can't do that under the present 17 zoning. My brother is the one who has 18 spearheaded this up, but he had to be away so 19 he and I own the property so I'm here. 20 So the next zoning that we could get to 21 park a truck there for a tenant was to go to 22 present C-2NA and so if it's something that 23 can't be done, I understand that. I'm here 24 totally dependent on y'all to say, Mr. Arnett, 25 you can't do that because it won't work. Or TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">19</p> <p>08:51AM 1 So in order for him to park his truck he 2 would have to have outside storage. According 3 to our findings, it's not compatible with the 4 surrounding uses, with the development 5 patterns. If you notice on most of the 6 photographs that we took everything basically 7 is commercial use, C-1. There is one existing 8 nonconforming use to the east, which is the 9 truss company. 10 MR. BRISKE: Could we bring that map up, 11 please, and just point out the parcel that 12 you're talking about? 13 MS. CAIN: It's actually right next door. 14 It's over here. This right here is actually 15 the existing truss company. 16 MR. WOODWARD: Are you saying truss 17 company or trust company? 18 MS. CAIN: T-R-U-S-S. 19 MR. JONES: T-R-U-S-S. 20 MS. CAIN: Right. 21 MR. BRISKE: They have outdoor storage at 22 this point, but they're nonconforming? 23 MS. CAIN: It's actually in the back 24 behind fencing. You really can't see it. The 25 only part that you do have, if you look at TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">18</p> <p>08:50AM 1 I'm here if you can shoot in the tree and give 2 me a little relief, I would like to have some. 3 Really, you know, I'm not here trying to 4 rewrite the book. If the book says no, then 5 that's what it is, but you're truly the 6 experts, not me. 7 MR. WOODWARD: Mr. Chairman, what are the 8 findings that the Planning Board has done 9 encapsulated, as it were? 10 MR. BRISKE: Staff, if you want to go 11 ahead and give us a synopsis, I mean, why they 12 would have to go through this for parking a 13 truck there, please. 14 MS. CAIN: Well, with this particular case 15 right now it's C-1 and it does not allow 16 outside storage. In order to park a truck 17 that would be considered outside storage, so 18 in order to do that you need to go to C-2 or 19 C-2NA. As you know, C-2NA is more agreeable 20 with the neighbors because that does not allow 21 bars, nightclubs and adult entertainment. 22 As you know, anything that's rezoned to 23 C-2, anything that's allowed would be allowed 24 there such as bars, nightclubs and adult 25 entertainment. TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">20</p> <p>08:53AM 1 this picture, there is a truss right there, 2 but it's been there for years as far as I 3 know, but their main outside storage is behind 4 fencing way off the road. You don't even 5 notice it, but it's been there. It's a 6 nonconforming, legal nonconforming use. It's 7 been there. But the majority of the 8 surrounding uses are C-1 uses, commercial 9 convenience stores. 10 MR. BRISKE: Let's go back to the zoning 11 map, please, if you would, Juan. 12 MR. TATE: On the pictures, there's a 13 picture of that self-storage facility. That's 14 a C-1 use? 15 MS. CAIN: Yes. 16 MR. TATE: Outside of bars, nightclubs 17 that we've now taken out of C-2, the 18 description of C-1 and C-2 is really, really, 19 really similar. 20 MS. CAIN: It's heavier industrial. 21 MR. JONES: It's heavier. 22 MR. BRISKE: Horace, would you state your 23 name and who you are for the record? 24 MR. JONES: Horace Jones, I'm Interim 25 Director. That's good enough. I'm trying to TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">21</p> <p>1 say that carefully.</p> <p>2 But C-2 is a lot more heavier commercial</p> <p>3 type uses. It allows for outside storage,</p> <p>4 manufacturing, fabrication.</p> <p>08:54AM 5 MR. TATE: The manufacturing and</p> <p>6 fabrication is still inside?</p> <p>7 MR. JONES: No, sir.</p> <p>8 MR. TATE: It does allow for it outside?</p> <p>9 MR. JONES: It allows that to be on the</p> <p>08:54AM 10 outside. So it's heavier, more intensive</p> <p>11 outside commercial type uses which may be more</p> <p>12 impact.</p> <p>13 MR. TATE: In the C-2 in our notes right</p> <p>14 here it says district provides for operations</p> <p>08:54AM 15 entailing manufacturing, fabrication and</p> <p>16 assembly operations, for all such operations</p> <p>17 are within the confines of the building and do</p> <p>18 not produce excessive noise, vibration, dust.</p> <p>19 Outside storage is allowed with adequate</p> <p>08:54AM 20 screening.</p> <p>21 That is our definition of C-2. It doesn't</p> <p>22 have anything to do with outside fabrication</p> <p>23 and manufacturing. So are we saying what is</p> <p>24 allowed and what's stated here are two</p> <p>08:55AM 25 different things?</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">23</p> <p>1 where in our thinking.</p> <p>2 MR. JONES: C-1 does not allow for -- C-1</p> <p>3 does not allow for outside storage, C-2 does.</p> <p>4 MR. TATE: I understand that. But I mean,</p> <p>08:56AM 5 if there happened to be a business there that</p> <p>6 was a C-1 business they could park a truck</p> <p>7 there all day long there if they want, if that</p> <p>8 was part of their business.</p> <p>9 MR. JONES: If they did, they would be in</p> <p>08:56AM 10 violation of what the Land Development Code</p> <p>11 says. Now, there is -- you can have C-1 with</p> <p>12 a conditional use, but you've got to have at</p> <p>13 least an acre, an acre or less. You have to</p> <p>14 go before the Board of Adjustment. So it does</p> <p>08:57AM 15 allow for outside storage, but it's within a</p> <p>16 set boundary under C-1.</p> <p>17 MR. TATE: How big is this parcel?</p> <p>18 MR. WOODWARD: I think the question is:</p> <p>19 When does a truck become not a truck and</p> <p>08:57AM 20 become storage?</p> <p>21 MR. JONES: We have to go with what the</p> <p>22 Land Development Code says. Our definition of</p> <p>23 outside storage is very very broad.</p> <p>24 MR. WOODWARD: Is the definition of a</p> <p>08:57AM 25 truck very very narrow? Trucks come in all</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">22</p> <p>1 MR. JONES: No, I'm not. C-2 does allow</p> <p>2 for those uses, indoor uses, as well, but also</p> <p>3 it does allow for outside uses. Those same</p> <p>4 uses that are inside the building can be on</p> <p>08:55AM 5 the outside as long as it meets all the</p> <p>6 buffering requirements and things like that,</p> <p>7 so it allows for both, inside and those same</p> <p>8 uses can be on the outside, as well.</p> <p>9 MR. TATE: You know, with someone just</p> <p>08:55AM 10 taking what we have and reading C-1 here and</p> <p>11 C-2 here, there really is no definition except</p> <p>12 for screening. I would recommend that we look</p> <p>13 at making sure this, in this paragraph for how</p> <p>14 we use it here is very clear that there's a</p> <p>08:55AM 15 difference between those two, because you</p> <p>16 can't look at this and see a difference. I'm</p> <p>17 wondering in regard to -- I mean, we talk</p> <p>18 about we have to be careful. You told us what</p> <p>19 you want to do with the property. We can't</p> <p>08:56AM 20 look at what you want to do but whatever else</p> <p>21 can be done on the parcel because if you sell</p> <p>22 it someday down the road, somebody else can do</p> <p>23 whatever is done there. So that's kind of why</p> <p>24 we have to look at all the uses. I'm</p> <p>08:56AM 25 wondering where a truck becomes storage or</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">24</p> <p>1 sizes.</p> <p>2 MR. JONES: Again, that will be considered</p> <p>3 outside storage regardless if it's part of his</p> <p>4 business or not.</p> <p>08:57AM 5 MR. WOODWARD: You mean, if he drove a</p> <p>6 truck up there and parked it overnight, that</p> <p>7 would be storage?</p> <p>8 MR. JONES: Yes, sir, according to our</p> <p>9 definition of outside storage.</p> <p>08:57AM 10 MR. WOODWARD: (Inaudible.)</p> <p>11 MR. ARNETT: One thing that I don't</p> <p>12 understand is because it's over an acre I</p> <p>13 can't park the truck there. If it was under</p> <p>14 an acre I could. I told my brother. It's</p> <p>08:58AM 15 real simple. Sell off an acre and park your</p> <p>16 truck there. No, I guess, somehow or another</p> <p>17 that wasn't supposed to work either. I'm at a</p> <p>18 loss.</p> <p>19 MR. TATE: Horace, you said that there was</p> <p>08:58AM 20 a conditional use available under C-1 with the</p> <p>21 proper screening that would allow for --</p> <p>22 MR. JONES: One acre or less. That's what</p> <p>23 the Land Development Code says and we have to</p> <p>24 go by what the code says, how rational you may</p> <p>08:58AM 25 think it is, but it's --</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">25</p> <p>1 MR. GOODLOE: What's the size of the</p> <p>2 parcel?</p> <p>3 MR. TATE: Sir, as an aside, you may want</p> <p>4 to be here later in the month when we talk</p> <p>08:58AM 5 about the Land Development Code.</p> <p>6 MR. WOODWARD: You also might want to go</p> <p>7 talk to a lawyer.</p> <p>8 MR. ARNETT: Sir?</p> <p>9 MR. WOODWARD: You might want to talk to a</p> <p>10 lawyer.</p> <p>11 MR. ARNETT: I'm getting old and I don't</p> <p>12 hear well.</p> <p>13 MR. WOODWARD: You might want to talk to a</p> <p>14 lawyer about who owns what.</p> <p>08:58AM 15 MR. BRISKE: Mr. Goodloe.</p> <p>16 THE WITNESS: I hear you.</p> <p>17 MR. GOODLOE: I would like to ask the</p> <p>18 staff, what is the size of the parcel?</p> <p>19 MR. JONES: It's definitely more than an</p> <p>08:59AM 20 acre.</p> <p>21 MR. WINGATE: Mr. Chairman, this little</p> <p>22 parcel I have some heartburn with a little bit</p> <p>23 because recently we had a case similar in that</p> <p>24 area that was adjacent property to this</p> <p>08:59AM 25 property. As I walked through this property</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">27</p> <p>1 was looking at as a walking around Planning</p> <p>2 Board member. And I always try to say, well,</p> <p>3 being the background of a developer you're</p> <p>4 saying what you're going to do and looking</p> <p>09:01AM 5 from -- if a person came in from your back</p> <p>6 entrance it would be different than if a</p> <p>7 person looked at the front end, and then all</p> <p>8 the things you would have to get to make this</p> <p>9 property work, but it looks like at some point</p> <p>10 it could be an isolated district.</p> <p>09:01AM 11 So I was kind of flustered and confused</p> <p>12 with the property adjacent to it on the west</p> <p>13 and the rear. So he would have to do some</p> <p>14 serious buffering and if you drive around</p> <p>09:01AM 15 Pensacola you see a lot of messed up</p> <p>16 properties that's worse than his.</p> <p>17 MR. ARNETT: I think the truss company</p> <p>18 gave the property to the church to build and</p> <p>19 so I think you could come back with no good</p> <p>09:02AM 20 deed ever goes whatever. But I think the</p> <p>21 truss company originally gave the property to</p> <p>22 the church to build there.</p> <p>23 MR. JONES: In looking at this, we as</p> <p>24 staff, we always try to when they come in</p> <p>09:02AM 25 always try to provide them the best possible</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">26</p> <p>1 and at the extreme west where you see it's</p> <p>2 kind of buffered with trees, there is a pit</p> <p>3 there that's about 30 feet deep that was mined</p> <p>4 out sometime before. And I talked to a person</p> <p>08:59AM 5 that was on the property and I asked them who</p> <p>6 owned those trailers and he said he owned a</p> <p>7 couple of trailers that he had parked on your</p> <p>8 land.</p> <p>9 And I was looking at the way the 500 feet</p> <p>09:00AM 10 radius looks. It looks like in this</p> <p>11 particular case it doesn't seem like it's fair</p> <p>12 because Michigan Avenue should be -- Michigan</p> <p>13 should be the line because you have</p> <p>14 residential across Michigan and you've got a</p> <p>09:00AM 15 church right next door, so you say, well, you</p> <p>16 couldn't build a bar or nothing like that.</p> <p>17 But if somebody owned that land back behind it</p> <p>18 at some particular point that land could come</p> <p>19 in and it could be a borrow pit behind it.</p> <p>09:00AM 20 If it was ever filled or they can get a</p> <p>21 right-of-way through where you are and looking</p> <p>22 at the code of being able to buffer and it</p> <p>23 does allow for buffering to a certain point,</p> <p>24 but, you know, sometimes, like you say, you</p> <p>09:00AM 25 may have to get further advice beyond what I</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">28</p> <p>1 direction and guidance on this issue. The</p> <p>2 only alternative was for a rezoning with what</p> <p>3 they want to do.</p> <p>4 Now, remember, we're not just looking at</p> <p>09:02AM 5 his specific use per se. We're looking at all</p> <p>6 of the allowable uses that could be allowed in</p> <p>7 a C-2. They say that he may decide to sell</p> <p>8 it. We have C-2 zoning there, all the C-2NA,</p> <p>9 that still would allow for all those heavy</p> <p>09:02AM 10 intense C-2 type uses. I think that's what we</p> <p>11 may need to try to stay focused on, which is</p> <p>12 not just his specific use, whether it be one</p> <p>13 truck, five trucks or a zillion, we have to</p> <p>14 look at the long term direction, as well.</p> <p>09:03AM 15 MR. BRISKE: Horace, let me ask you a</p> <p>16 question. He could potentially go for a</p> <p>17 conditional use through the Board of</p> <p>18 Adjustment, but we felt it was better to</p> <p>19 recommend to come through here because of the</p> <p>09:03AM 20 one acre requirement?</p> <p>21 MR. JONES: Because of the acreage. The</p> <p>22 acreage says you have to have one acre or</p> <p>23 less. He has 2.23 acres.</p> <p>24 MR. BRISKE: So we feel like the Board of</p> <p>09:03AM 25 Adjustment may not want to make an exception</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">29</p> <p>1 to that rule.</p> <p>2 MR. JONES: That would not be under BOA</p> <p>3 purview to change that ordinance. That would</p> <p>4 have to take a Planning Board ordinance to</p> <p>09:03AM 5 make that change. The BOA does not deal with</p> <p>6 densities.</p> <p>7 MR. BRISKE: The Board of Adjustment could</p> <p>8 make a recommendation to allow it, though,</p> <p>9 couldn't they?</p> <p>09:04AM 10 MR. JONES: That is a density requirement</p> <p>11 that says that the BOA -- that says the</p> <p>12 acreage that you have got to have one acre.</p> <p>13 The BOA does not deal with densities. That is</p> <p>14 a site-specific density requirement, which</p> <p>09:04AM 15 would require an ordinance change to remove</p> <p>16 the one acre requirement.</p> <p>17 MR. WINGATE: Mr. Chairman.</p> <p>18 MR. BRISKE: Mr. Wingate.</p> <p>19 MR. WINGATE: The property next door is an</p> <p>09:04AM 20 outdoor manufacturing of trusses that's been</p> <p>21 there for years. And it seems as though when</p> <p>22 the market was really going they were really</p> <p>23 in high -- you know, I drove onto that</p> <p>24 property also, and they're building trusses</p> <p>09:04AM 25 and stacking and storing them outside.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">31</p> <p>1 MR. TATE: That nonconforming C-2 use can</p> <p>2 be in perpetuity, it can change hands 100</p> <p>3 times, whatever, it can continue to be there</p> <p>4 as long as it's a continuing use.</p> <p>09:06AM 5 MR. JONES: As long as it's continuing,</p> <p>6 yes, sir.</p> <p>7 MR. TATE: It doesn't matter who the owner</p> <p>8 is or anything.</p> <p>9 MR. JONES: No, sir.</p> <p>09:06AM 10 That's why, again, as Allyson stated, our</p> <p>11 job is to present you with the facts. We look</p> <p>12 at the facts and the Planning Board members,</p> <p>13 y'all have a tough assignment.</p> <p>14 MR. BRISKE: Do we have an expanded zoning</p> <p>09:06AM 15 map? Is there C-2 that's in this general</p> <p>16 vicinity or is this -- I know along Michigan</p> <p>17 most of it is C-1.</p> <p>18 MR. JONES: I think all of it is just by</p> <p>19 me driving by. I don't think you have any C-2</p> <p>09:07AM 20 type uses along there. Most of the businesses</p> <p>21 are all in-house.</p> <p>22 MR. BRISKE: Other than the nonconforming</p> <p>23 use.</p> <p>24 MR. JONES: Other than the nonconforming</p> <p>09:07AM 25 truss company.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">30</p> <p>1 So I don't really see -- I don't really</p> <p>2 see why he can't -- if he wanted to build a</p> <p>3 truss company right next door it would be a</p> <p>4 continuance.</p> <p>09:05AM 5 MR. BRISKE: Mr. Wingate, that's a</p> <p>6 nonconforming use, so we hate to use the word</p> <p>7 grandfathered in but a lot of people</p> <p>8 understand that as a common term. They're</p> <p>9 grandfathered in, so to speak. If that</p> <p>09:05AM 10 property changes hands, that use will no</p> <p>11 longer be allowed. It would only be allowed</p> <p>12 what's in C-1 if the property were to change</p> <p>13 hands, so it's a nonconforming use at this</p> <p>14 point. So it's really not supposed to be</p> <p>09:05AM 15 there, but it's kind of grandfathered in.</p> <p>16 MS. CAIN: Each rezoning case goes on its</p> <p>17 own merit, so just because they have it</p> <p>18 doesn't make it -- you the Board can make your</p> <p>19 decision, but just because the next door</p> <p>09:05AM 20 neighbor has it doesn't really make it so for</p> <p>21 the next case, but the Board can rule as it</p> <p>22 wishes.</p> <p>23 MR. TATE: The C-2.</p> <p>24 MR. WINGATE: They were nonconforming?</p> <p>09:06AM 25 MS. CAIN: Correct.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">32</p> <p>1 MS. CAIN: You have C-2 way further on</p> <p>2 down to the east, but it's way, almost down</p> <p>3 towards --</p> <p>4 MR. BRISKE: "W" Street.</p> <p>09:07AM 5 MR. GOODLOE: Mr. Chairman.</p> <p>6 MR. BRISKE: Mr. Goodloe.</p> <p>7 MR. GOODLOE: A question for Mr. Arnett.</p> <p>8 How long have you owned the property?</p> <p>9 MR. ARNETT: I have been involved with</p> <p>09:07AM 10 that property for the last probably 13 or</p> <p>11 14 years. There was a carnival there. It's a</p> <p>12 long story that probably nobody here wants to</p> <p>13 hear. I started out with a good deed and</p> <p>14 ended up with the property and that's about</p> <p>09:07AM 15 the way that was. It was kind of an</p> <p>16 involuntary situation, but involved with it,</p> <p>17 I've been there about 13 years.</p> <p>18 There was a carnival company. Before Ivan</p> <p>19 blew all the buildings down, there was a</p> <p>09:08AM 20 carnival there. I think before that there was</p> <p>21 a septic tank company. We got involved trying</p> <p>22 to help some folks and it ended up being sour</p> <p>23 grapes. The grapes haven't got any sweeter.</p> <p>24 MR. GOODLOE: Your placing of truck on</p> <p>09:08AM 25 this, truck storage on this property is</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p>33</p> <p>1 relatively recent; is that right?</p> <p>2 MR. ARNETT: My brother rented it to a</p> <p>3 gentleman. I think he carries the mail. You</p> <p>4 have a picture of his truck up there. I was</p> <p>09:08AM 5 going to go by after this meeting and look,</p> <p>6 but I think he carries -- he rents that little</p> <p>7 garage and I think he parks his truck there.</p> <p>8 I think he carries the mail is what it is.</p> <p>9 MR. BRISKE: Is the truck parked in the</p> <p>09:08AM 10 garage?</p> <p>11 MR. ARNETT: No, it's outside. The garage</p> <p>12 is too small. The garage that would have</p> <p>13 housed it was destroyed in Ivan in '04. We</p> <p>14 lost all the buildings in Ivan.</p> <p>09:09AM 15 MR. WOODWARD: Mr. Arnett, I'm looking at</p> <p>16 your submission here and one of the documents</p> <p>17 you have attached is a warranty deed in OR</p> <p>18 Book 5486 at 1856 dated August 24, 2004, from</p> <p>19 Faith Assembly Christian Church or Miramar</p> <p>09:09AM 20 Beach to Crystal Beach Homes, both</p> <p>21 corporations.</p> <p>22 MR. ARNETT: Yes.</p> <p>23 MR. WOODWARD: And Faith Assembly</p> <p>24 Christian Church its corporate office as it</p> <p>09:09AM 25 signs it is Toy Rex Arnett, Junior.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>35</p> <p>1 That's a long commute isn't it?</p> <p>2 MR. ARNETT: Well, yes and no. The 80</p> <p>3 acres there in Century that me and my wife own</p> <p>4 in order to get a Homestead you have to</p> <p>09:11AM 5 declare that as your residence. I've pastored</p> <p>6 the church which I stay in a parsonage when</p> <p>7 I'm in Destin, Florida, and I spend a lot of</p> <p>8 time in Destin. It's the old Hector mansion</p> <p>9 up there and we restored it and we have church</p> <p>09:11AM 10 outings up there.</p> <p>11 MR. WOODWARD: I'm just trying to see</p> <p>12 who's on first and third. So when you're</p> <p>13 doing your duties in Walton County, you're</p> <p>14 staying at the parsonage.</p> <p>09:11AM 15 MR. ARNETT: At the parsonage. And when</p> <p>16 I'm up there --</p> <p>17 MR. WOODWARD: So that's your private</p> <p>18 residence up there?</p> <p>19 MR. ARNETT: Yes, it is.</p> <p>09:11AM 20 MR. TATE: Mr. Chairman, could we move to</p> <p>21 speakers, if there are any?</p> <p>22 MR. BRISKE: We do have one speaker signed</p> <p>23 up. We haven't had the staff's presentation</p> <p>24 yet, as well. So let's go ahead and let the</p> <p>09:12AM 25 staff do their presentation and then we'll</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p>34</p> <p>1 MR. ARNETT: That's me. I've been there</p> <p>2 33 years, that's correct. I'm the pastor of</p> <p>3 that church and the church tried to help some</p> <p>4 folks over there and I recommended it and then</p> <p>09:09AM 5 after I recommended it I ended up eating it</p> <p>6 from the church and me and my brother</p> <p>7 purchased the property.</p> <p>8 MR. WOODWARD: You also attached the</p> <p>9 corporate charter of Crystal Beach Homes. It</p> <p>09:09AM 10 appears the officers and directors of that are</p> <p>11 Thomas Arnett, Toy R. Arnett and Thomas</p> <p>12 Arnett. Thomas is your brother?</p> <p>13 MR. ARNETT: Thomas is my brother.</p> <p>14 MR. BRISKE: So this was conveyed from the</p> <p>09:10AM 15 church that you are the pastor of.</p> <p>16 MR. ARNETT: What it was is I recommended</p> <p>17 that they help the church next door and that</p> <p>18 property and as a result of that they didn't</p> <p>19 pay the church back and me and my brother did</p> <p>09:10AM 20 and the church went one direction and we ended</p> <p>21 up with the property. So it ended up in a bad</p> <p>22 situation.</p> <p>23 MR. WOODWARD: So this -- I'm confused.</p> <p>24 Where it is -- so you live in Century, but</p> <p>09:10AM 25 you're pastor of the church in Miramar Beach.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>36</p> <p>1 come into public comments.</p> <p>2 Mr. Arnett, if you want to just go ahead</p> <p>3 and have a seat, we'll let the staff do their</p> <p>4 presentation and then that may give you some</p> <p>09:12AM 5 ideas of anything else you want to say. Then</p> <p>6 we have Mr. Hibberts signed up to speak, as</p> <p>7 well, give him an opportunity, as well.</p> <p>8 Allyson.</p> <p>9 (Allyson Cain, previously sworn.)</p> <p>09:12AM 10 MS. CAIN: Again, Allyson Cain, Urban</p> <p>11 Planner. With the Criterion (1), consistent</p> <p>12 with the Comp Plan, staff found that amendment</p> <p>13 to C-2NA, it was consistent with the Future</p> <p>14 Land Use category of Mixed Use Urban category</p> <p>09:12AM 15 or Mixed Use Residential and Commercial uses,</p> <p>16 promoting infill development.</p> <p>17 Criterion (2), consistent with the Land</p> <p>18 Development Code. Staff found that the</p> <p>19 proposed amendment would not be consistent</p> <p>09:12AM 20 with the intent and purpose of the Land</p> <p>21 Development Code. The C-2NA zoning</p> <p>22 designation allows the same uses as C-2NA</p> <p>23 (sic) with the exception of bars, nightclubs</p> <p>24 and adult entertainment, which is a prohibited</p> <p>09:13AM 25 use. Although the subject parcel does front</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">37</p> <p>1 on an arterial roadway with other commercial 2 businesses and the neighboring and adjacent 3 uses are not as intense as C-2NA zoning would 4 allow, and the staff does recognize the 09:13AM 5 existing nonconforming C-2 use on the adjacent 6 parcel. However, the dominant uses in the 7 area are C-2 type uses. Therefore, the 8 request would be considered as a spot zoning. 9 Compatible with the surrounding uses. The 09:13AM 10 staff found that it's not compatible with the 11 surrounding uses in the area. Within the area 12 there were properties that were zoned C-1, 13 R-6, R-5, and R-3. There were three day 14 cares, four commercial businesses, one church, 09:13AM 15 two vacant parcels and 29 residential homes. 16 It is located on an arterial roadway where 17 existing commercial development is 18 established. However, the proposed amendment 19 would allow more intense uses regardless of 09:14AM 20 any existing nonconforming uses in the area. 21 Criterion (4). Changed conditions. There 22 were no changed conditions that would impact 23 the amendment or the property. 24 Criterion (5). Effects on the natural 09:14AM 25 environment. There were no indicated wetlands TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">39</p> <p>1 Planning Board bases our decision on the 2 criterion and exceptions described in Section 3 2.08.02.D of the Escambia County Land 4 Development Code. During our deliberations 09:15AM 5 the Planning Board will not consider general 6 statements of support or opposition. 7 Accordingly, please limit your testimony to 8 the six criterion and exceptions described in 9 that Section 2.08.02.D. Please also note that 09:15AM 10 only those individuals who are here today and 11 speak before the Planning Board will be 12 allowed to speak at the subsequent Board of 13 County Commissioners meeting. 14 MS. CAIN: Excuse me, Mr. Chairman. I 09:16AM 15 need to make a correction. On my findings for 16 Criterion (2), I misspoke and I needed to say 17 that however the predominate uses in the area 18 are C-1 type uses and I think I misspoke and 19 said C-2. So they were C-1. 09:16AM 20 MR. BRISKE: All right. It's noted in the 21 record. 22 Mr. Van Hibberts. Sir, if you would be 23 sworn in and then state your name and address 24 for the record. 09:16AM 25 (Van Hibberts sworn.) TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">38</p> <p>1 or hydric soils on the subject property. 2 Criterion (6). Development patterns. The 3 proposed amendment would not result in a 4 logical and orderly development pattern 09:14AM 5 because within the allowable uses of C-2NA the 6 most intense uses would be manufacturing, 7 fabrication and assembly type operations. 8 C-2NA would allow for outside storage, which 9 is not compatible with the predominately C-1 09:14AM 10 zoning designations that currently exist in 11 the area of the subject property. In the C-1 12 any permitted use that requires minor outside 13 storage must have conditional use approval and 14 only be in the rear yard if covered and 09:15AM 15 adequately screened. And actually, that is 16 the end of staff's presentation. 17 MR. BRISKE: Okay. Board members, any 18 questions for staff? 19 Okay. Mr. Arnett, did you have any 09:15AM 20 questions for staff or want to add anything 21 before we go into public comments? 22 MR. ARNETT: No. 23 MR. BRISKE: He indicated no. 24 For those members of the public who wish 09:15AM 25 to speak on this matter, please note that the TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">40</p> <p>1 MR. BRISKE: Good morning, sir. Please 2 state your name and address for the record. 3 MR. HIBBERTS: Van Hibberts, 123 Shoreline 4 Drive in Gulf Breeze, Florida. 09:16AM 5 MR. BRISKE: Thank you, sir. Go ahead. 6 MR. HIBBERTS: I've known Mr. Arnett for 7 quite sometime and I've driven by that area on 8 a number of occasions. When it was brought to 9 my attention that the rezoning was taking 09:16AM 10 place I wasn't quite clear, so I wanted to go 11 by and take a look to see what else was out 12 there. As I'm driving down Michigan I was 13 quite surprised to see that in some of the 14 churches there were 18 wheelers, the trailers 09:17AM 15 parked in those lots overnight and over the 16 weekends for -- I suppose that to have been 17 members of that denomination that just did 18 that as a convenience for them because they 19 live close by. 09:17AM 20 Then as I'm driving down I see that in 21 other areas, but was surprised to see that 22 there's someone that is trying to do it the 23 right way coming before you gentlemen and 24 ladies and then this fellow is hauling mail 09:17AM 25 for the U.S. mail and trying to maintain his TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">41</p> <p>1 job and he didn't have someplace to park it I 2 suppose he could go down there and do it, but 3 you know, he had this availability and didn't 4 quite understand.</p> <p>09:17AM 5 Having listened to y'all, and you've done 6 an excellent job, I do understand a little 7 better now, but with the truss companies and 8 the other commercial companies around there I 9 didn't. I was quite surprised. And even if 09:18AM 10 it meant putting up a fence to maybe block 11 that view, if that was a suggestion, maybe 12 that would help out, but I just didn't see 13 anything wrong with it.</p> <p>14 I'm a little concerned as it appears most 09:18AM 15 of you might be. But parking a trailer there 16 doesn't appear to have any impact on the area 17 around there or any of the homes or businesses 18 for that matter. And I'm quite certain that 19 future down the road, if that were to be sold, 09:18AM 20 if there were some exceptions to keep those 21 other types of the businesses out of there, 22 that Mr. Arnett would be more than happy to 23 make those exceptions.</p> <p>24 MR. BRISKE: Thank you, sir. Any 09:19AM 25 questions for Mr. Hibberts? Thank you, sir.</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">43</p> <p>1 there, yes.</p> <p>2 MR. BRISKE: That's what started the ball.</p> <p>3 MR. ARNETT: That's what started it. They 4 said we needed a zoning change.</p> <p>09:20AM 5 MR. BRISKE: Mr. Hibberts has testified 6 that there's quite a few trucks being parked 7 up and down the road. Of course, we don't 8 know without looking at each case one of those 9 individual cases whether they're nonconforming 09:20AM 10 or so-called grandfathered in parcels, but 11 that would certainly be a concern.</p> <p>12 MR. ARNETT: I used to think that if you 13 had a valid license plate on a vehicle you 14 could almost park it anywhere, but I guess 09:20AM 15 that's not the case. There's a lot of things 16 I don't understand. Thank you all.</p> <p>17 Regardless of how this goes, I appreciate the 18 fact you letting me come here and speak to 19 this Board to tell exactly what it is that 09:21AM 20 we're facing and what we're trying to do. I'm 21 sure if you can give us relief, you will.</p> <p>22 MR. BRISKE: Thank you, sir.</p> <p>23 Board members, I personally would like to 24 try to figure out a way to help this 09:21AM 25 gentleman. I don't think it's an unreasonable</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">42</p> <p>1 Is there anyone else from the public that 2 wishes to speak on this matter? All right. 3 Hearing none, I'll close the public comment 4 portion of the meeting.</p> <p>09:19AM 5 Mr. Arnett, did you have anything more 6 that you wanted to bring forward or to discuss 7 before the Board starts our process up here? 8 You can give a closing statement or anything 9 you would like. I think we understand the 09:19AM 10 matter pretty well, but you're certainly 11 welcome.</p> <p>12 MR. ARNETT: I would just appreciate any 13 relief and help that I can get. I think you 14 can see the dilemma that we're in. If it's 09:19AM 15 within the rules that you can help us, that's 16 great. If it's not, I totally understand 17 that. We're a nation of rules. I clearly 18 understand that.</p> <p>19 MR. BRISKE: One other question for you. 09:20AM 20 MR. ARNETT: Sure.</p> <p>21 MR. BRISKE: How was it that you came to 22 the County originally? Did you get a Code 23 Enforcement call or something?</p> <p>24 MR. ARNETT: Yes, we did. We got a Code 09:20AM 25 Enforcement saying that truck couldn't be</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">44</p> <p>1 request. I don't know granting C-2 is the 2 answer to it because as we stated, C-2 would 3 allow the property from here on to allow 4 everything that is allowed in C-2 zoning, 09:21AM 5 which is a pretty intense use of the property.</p> <p>6 It would change that even though we have a 7 nonconforming use right next door, so.</p> <p>8 Mr. Tate, you had a question?</p> <p>9 MR. TATE: I do. A question for 09:21AM 10 clarification, Mr. Arnett. The carnival 11 place, and I've been in Escambia County now 12 for quite a while, that was a -- they didn't 13 run a carnival there, did they, they stored 14 equipment and moved it in and out?</p> <p>09:22AM 15 MR. ARNETT: Yes, that's correct. They 16 parked trucks there and used the garage that 17 was there.</p> <p>18 MR. TATE: That's what I thought.</p> <p>19 My question to staff is at what point does 09:22AM 20 something become a nonconforming grandfathered 21 use? I mean, they've obviously owned the 22 property for a long period of time. It's had 23 C-2 uses, a septic tank company. I remember 24 the carnival place with the storage and 09:22AM 25 equipment out there and the trucks and that</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">45</p> <p>1 type of thing. Just because it's empty today, 2 it's still the same ownership. I mean, if 3 they came here today and it was still -- the 4 buildings were still sitting there, you would 09:22AM 5 almost have to say it's a grandfathered use. 6 MR. JONES: Not necessarily. 7 MR. TATE: I'm just asking. 8 MR. JONES: Chapter 9 of the Land 9 Development Code says you have 365 days for 09:23AM 10 continuous operation. 11 MR. TATE: Operation. That was the word I 12 was looking for. 13 MR. JONES: Continuous operation. So if 14 there had been a long break in that, it 09:23AM 15 reverts back. 16 MR. TATE: Ownership doesn't matter, it's 17 actual continuous operation. 18 MR. JONES: Yes, sir. 19 MR. ARNETT: Let me ask you this. 09:23AM 20 MR. BRISKE: Come back up to the 21 microphone. We record everything. 22 MR. ARNETT: I don't think that there's 23 ever been that length of time that there 24 hasn't been a truck sitting there. 09:23AM 25 MR. BRISKE: I think that's what Mr. Tate TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">47</p> <p>1 provisions. 2 MR. WOODWARD: I'm not trying to bootstrap 3 it up to Lowe's. I'm just simply saying when 4 does a duck cease to be a duck? And as far as 09:24AM 5 I'm concerned, as long as it's licensed -- I 6 mean, there are people in my neighborhood, 7 more or less, that park their cars in their 8 front yard and that's against the law. When I 9 say park their cars, I mean, they don't have 09:25AM 10 wheels. They're sitting on blocks. 11 MR. JONES: That may be a code enforcement 12 action. 13 MR. WOODWARD: Well, they stay busy in my 14 neighborhood, but as long as the engine starts 09:25AM 15 up and moves, nobody seems to bother people. 16 Why is parking a truck temporarily on a 17 piece of land a storage unit? What if it's 18 empty, is it still storage? 19 MR. JONES: Again, I state based upon the 09:25AM 20 definition of outside storage -- 21 MR. WOODWARD: This makes a good case to 22 go to the Supreme Court. 23 MR. JONES: Yes, sir. We do agree that 24 there could be issues and challenges. That's 09:25AM 25 why lawyers can do that. TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">46</p> <p>1 is getting at is, why does this not qualify? 2 MR. ARNETT: I don't think -- how many 3 days did you say? 4 MR. JONES: 365, one year. 09:23AM 5 MR. BRISKE: A full year. 6 MR. ARNETT: There has not been a year 7 that there hasn't been a truck sitting there. 8 MR. BRISKE: So that begs the question why 9 are we not looking at a nonconforming use? 09:23AM 10 MR. WOODWARD: Mr. Chairman, I look at it 11 more elementary than that. You know, the 12 example that comes to mind is if you go out to 13 Lowe's to buy pine straw, they've got a semi 14 truck sitting there filled with pine straw and 09:24AM 15 they sell it to you out of that. That 16 obviously is being used as storage. But what 17 if that pine straw truck was brought in once a 18 day and left there and moved, is that storage? 19 What if it didn't have pine straw and it was 09:24AM 20 just left there overnight so they could go get 21 pine straw? When does it cease being a truck 22 and start being storage? 23 MR. JONES: I can answer your question, 24 Mr. Woodward. The code does allow for stores 09:24AM 25 like Walmart and Lowe's and we do have TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">48</p> <p>1 MR. WOODWARD: That's the way we make our 2 living. 3 MR. JONES: I understand, Mr. Woodward. 4 This is basically -- this is the dilemma 09:25AM 5 that we're in. That's why we make the case to 6 the Planning Board. Our code is very very 7 broad when it comes to outside storage and 8 that's what that use is. We do understand the 9 plight and dilemma that he's in. We can only 09:26AM 10 present the facts and let the Planning Board 11 make the decision. 12 MR. WOODWARD: This is a problem of 13 statutory construction, is what it amounts to. 14 At what point in time does the duck become 09:26AM 15 whatever else it becomes? 16 MR. TATE: We're not talking about 17 derelict equipment sitting there. We've had 18 to deal with that. This Board has had to deal 19 with rezoning cases in residential areas where 09:26AM 20 semis, multiple semis, have been parked, left, 21 rotting caresses, where they're being used for 22 storage or not for storage and they just got 23 there and they never left the lot. That's 24 a -- in a residential area we understand that. 09:26AM 25 I mean we can't rezone something from R-2 to TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">49</p> <p>1 C-1 or C-2 to allow this to happen, but we're 2 dealing with a commercial corridor and 3 commercial use issue and a commercial truck, I 4 mean, obviously they all go together.</p> <p>09:27AM 5 It's a real struggle to see, you know, 6 whether or not we need to push this forward as 7 we're working on our Land Development Code, 8 which we are doing right now, that we need to 9 relook at the definition, not of storage, but 09:27AM 10 of a commercial vehicle and its use or its 11 parking and that type of thing.</p> <p>12 I've got a neighbor who drives. That's 13 his business. I don't know how many nights a 14 week he backs that thing up into his yard, 09:27AM 15 whether it's got pipes on it or an enclosed 16 trailer, because that's the next drive he's 17 got taking somebody's load somewhere, but how 18 many times a week I come home in our R-6 19 neighborhood where he's got that thing parked 09:27AM 20 in his yard. I don't think that's not 21 necessarily disallowed. I may be wrong about 22 that, but we don't complain about it. We see 23 it there. We see it gone. We know it's his 24 business. It's his livelihood.</p> <p>09:28AM 25 You know, if this place had a house on it TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">51</p> <p>1 the uses. He may decide to sell it or 2 whatever. That's what we need to focus on, 3 all of the uses within C-2NA, which the truck 4 is not -- it's an issue, but...</p> <p>09:29AM 5 MR. TATE: Right. I would struggle with 6 that on certain roads in Escambia County, but 7 not on one of the major corridors in Escambia 8 County that does have C-2 on it. I can show 9 you a whole big parcel of C-2 down the road, 09:29AM 10 but there's no manufacturing. It's all -- you 11 know what I'm saying? There are places on 12 that corridor that are C-2. But I don't know. 13 I'm struggling, too, with the definition that 14 we have that the gentleman can see when he 09:29AM 15 reads this because there is no difference in 16 the definition in this package on C-1 and C-2 17 that a person without our experience would be 18 able to look at and say, I don't understand 19 this. You're saying this here, but you're 09:30AM 20 saying this here, and it's the same, but all 21 of a sudden it's not compatible.</p> <p>22 You know, that's a -- that's something 23 internally that we need to work on, but from 24 an external perspective, I mean, where is the 09:30AM 25 applicant's responsibility to know more than TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">50</p> <p>1 and that person lived there, would that be 2 allowed or would it still not be allowed.</p> <p>3 MR. JONES: It would be allowed.</p> <p>4 MR. TATE: If that C-1 property had a 09:28AM 5 residential structure on it and that person 6 lived there, could he park his truck there? 7 MR. JONES: I am not aware of any 8 ordinances on that fact. I don't know. I 9 don't want to speak to that fact.</p> <p>09:28AM 10 MR. TATE: I'm not trying to add to it, 11 but I'm just trying to see the different 12 disparities we're dealing with. Just like my 13 neighbor who parks his truck there and he's 14 gone for three days and he's got another load 09:28AM 15 and he's back in town overnight.</p> <p>16 MR. JONES: I know there are other Code of 17 Ordinances that may regulate that. I'm just 18 not aware of that. So I cannot answer that 19 question. Again, we do want to be mindful of 09:28AM 20 the fact, as well, that we want to try to 21 remember that we're looking at all of the 22 uses. I don't want us to get so just, well, 23 he's just parking the truck. Again, we want 24 to focus on the bigger picture: Do we want 09:29AM 25 C-2 there, C-2NA there? That brings in all TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">52</p> <p>1 what we've given them here? I mean they have 2 to prove their criteria, but if they're using 3 your information, our information, do they go 4 deeper than the surface?</p> <p>09:30AM 5 MR. JONES: We try to provide them, when 6 we have our preapplication meeting to discuss 7 the rezoning, we try to provide them with as 8 much information as possible. And since I've 9 been with Allyson, and she's good and my staff 09:31AM 10 and everybody, we try to -- if they don't have 11 to come to a rezoning, because we know that it 12 is time consuming and requires money, we try 13 to direct them away from that. If there's any 14 other avenue of venue that we can take, we try 09:31AM 15 to take them down that road; if it requires a 16 Planning Board interpretation, if it requires 17 a variance or maybe they do something else.</p> <p>18 Rezoning is quite challenging and it's 19 quite complex, so when we met with him we went 09:31AM 20 through every -- and we know sometimes it 21 begins to get difficult, but we look at our 22 past, we look at the whole code and with C-1 23 and C-2, there is a difference.</p> <p>24 MR. TATE: There is. I agree with that. 09:31AM 25 I understand that. TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">53</p> <p>1 MR. JONES: C-1 does not allow for outside 2 storage. It's everything within the confines 3 of a building. C-2, again, it does allow for 4 the same uses but it says also outside 09:32AM 5 storage. All of those uses could be, if you 6 go through the DRC requirements, can be on the 7 outside with adequate buffering and screening. 8 That's governed by another part of the Land 9 Development Code. 09:32AM 10 MR. TATE: And we say that storage -- it's 11 in black and white in the code -- that a 12 commercial truck is storage? 13 MR. JONES: Yes, sir. 14 MR. BRISKE: Even if it's just a parked 09:32AM 15 vehicle, an operating vehicle? 16 MR. JONES: Yes, sir. Now, again, whether 17 it's violating, whether or not it's violating 18 other rules and ordinances, I'm not familiar 19 with those other rules, but in this juncture 09:32AM 20 based upon what our Land Development Code says 21 this will be outside storage. 22 MR. BRISKE: I think what Mr. Woodward was 23 getting at, you know, if it's parked there and 24 there are things being stored in it, that's 09:32AM 25 different than a vehicle being parked there. TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">55</p> <p>1 common sense. 2 MR. JONES: We understand that. We're 3 not -- that's why we're -- 4 MR. WOODWARD: We call this statutory 09:34AM 5 construction in law school and there are some 6 rules of statutory construction that I can't 7 really recall right now, but it had to do with 8 whether use is construed liberally or 9 conservatively and since it's against the 10 common law, I guess it's conservatively. 11 But I think we're struggling at a gnat and 12 missing something else. I just don't 13 understand the issue. I don't understand when 14 a fully licensed truck gets parked on a piece 09:34AM 15 of property, it's suddenly magnified into a 16 storage facility. 17 MR. GOODLOE: I agree with you. 18 MR. WOODWARD: I don't see why there was 19 an enforcement complaint in the first place. 09:34AM 20 MR. TATE: I can tell you why because we 21 have some places that are issues here. It's 22 not a truck. It's a 50-foot long box that 23 somebody's left one, two, 12, 50 on a lot. 24 What's happened here is we have someone 09:35AM 25 operating their personal business that's TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">54</p> <p>1 Anyway, Mr. Goodloe and then Mr. Woodward 2 have the floor. Go ahead, sir. 3 MR. GOODLOE: Mr. Chairman, I think we're 4 all struggling with the rule of common sense 09:33AM 5 here and this is really a difficult 6 predicament. It would appear, correct me if 7 I'm wrong, staff, but if the gentleman was to 8 install some kind of a cover or storage there 9 they could park the truck there? 09:33AM 10 MR. JONES: That is a possibility within 11 the confines of a building, not just a garage, 12 not just an accessory structure with no -- 13 unenclosed. It can't be a carport there. 14 There are other issues with that, but if it 09:33AM 15 was enclosed it would meet all the 16 requirements, yes. 17 MR. GOODLOE: The only option we have in 18 trying to approve the gentleman's request is 19 to do spot zoning. 09:33AM 20 MR. JONES: That's something that you have 21 to make your decision upon. 22 MS. CAIN: But you also are thinking use. 23 You also have to back up and think overall 24 C-2. 09:34AM 25 MR. GOODLOE: I understand. The rule of TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">56</p> <p>1 gotten caught up in this. 2 MR. BRISKE: Mr. Wingate. 3 MR. WINGATE: Mr. Chairman, this kind of 4 still gives me a little heartburn. I know 09:35AM 5 some things you can't change, but looking at 6 the character of the neighborhood and we draw 7 our circles and you look at everything close 8 around, it's C-1, even up to that subdivision. 9 And then you say, well, we're trying to bring 10 it up and increase the quality of the 11 neighborhood by bringing jobs closer to the 12 neighborhood and it eliminates and saves and 13 make the economy better because instead of 14 driving, you can walk. 09:36AM 15 So I'm saying the core is commercial and 16 all those, if we expand it beyond from the 17 truss company back around to (inaudible) 18 Street, you see you've got a big industrial 19 corridor there, so if somebody came in there 20 and bought that big industrial holding, I mean 09:36AM 21 pit, and expanded and just made a right-of-way 22 through that, it's still commercial. So in 23 other words, the core of the neighborhood -- 24 and we have provisions in the code that does 09:37AM 25 allow buffering. So some things you just -- TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">57</p> <p>1 some things can happen and some things just 2 needs to be ironed out and tweaked. 3 MR. TATE: Something you just said popped 4 in my mind. We recently dealt with another 09:37AM 5 zoning case very very near to here where we 6 did look at it and see that it was a C-2 use 7 and we did make that zoning recommendation. 8 And what we're finding here now is we've got a 9 truss company that's close by, we've got 09:37AM 10 another piece of property who have these C-2 11 uses that have been going on in this area for 12 a long time. I just -- frankly, I don't 13 struggle with this as a C-2. 14 MR. WOODWARD: We have several streets 09:37AM 15 like this in the city. We've got Michigan is 16 one. I live over on the southwest. Barrancas 17 Avenue and Gulf Coast Highway or Gulf Beach 18 Highway, whatever you call it once you cross 19 Pace -- I never can get the name right -- are 09:38AM 20 all that way. I mean, you know, the 21 neighborhood was a residential neighborhood 22 when it was a two lane street and now it's 23 eight lanes wide and people think it's the 24 southwest expressway. I don't see there's a 09:38AM 25 problem here. I'm going to say that. TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">59</p> <p>1 and so this is a logical and orderly 2 development pattern. 3 MR. GOODLOE: I second. 4 MR. BRISKE: We have a motion and a 09:39AM 5 second. I'll open it up for discussion. 6 I'm not totally in disagreement with this, 7 but I do want to explore something before we 8 go to that level because I do have a little 9 concern about the C-2. 09:40AM 10 Horace, let's go back to this issue of 11 nonconforming. The applicant has testified 12 under oath that this has been a use on the 13 property and he's testified that it's not 14 ever -- the chain hasn't been broken for 09:40AM 15 365 days, as you stated. What is required for 16 him to be considered a true nonconforming use 17 for this vehicle storage? 18 MR. JONES: You've got to show -- the 19 applicant has the burden of proof. He's got 09:40AM 20 to show proof of that. If he can really prove 21 it with some sound substantial proof, we have 22 to consider that. Again, this was a Code 23 Enforcement violation, so evidently there was 24 a neighborhood complaint. 09:40AM 25 MR. WOODWARD: You haven't rebutted his TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">58</p> <p>1 (Motion by Mr. Tate.) 2 MR. TATE: Mr. Chair, I would like to 3 recommend that this Board move for approval of 4 C-1 zoning to C-2NA for this property. And in 09:38AM 5 support of that I would like to state that 6 we're in agreement with staff's 7 Findings-of-Fact for Criterion (1) that C-2NA 8 is consistent with the intent and purpose of 9 the Land Development Code. 09:38AM 10 Criteria Number (2), consistent with the 11 Land Development Code, that the C-2NA is 12 consistent with both neighboring uses in the 13 area, as well as continuous use on this 14 property and as a result is not spot zoning 09:39AM 15 and is consistent. 16 With Criterion (3), compatible with 17 surrounding uses, the same statement as 18 Criterion (2). 19 Criterion (4). There are no changed 09:39AM 20 conditions. 21 And Criterion (5). There's no effect on 22 the natural environment. 23 And Criterion (6). That the development 24 pattern is the development pattern. These 09:39AM 25 uses have been there and continue to be there TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">60</p> <p>1 evidence yet. He put on evidence that it's 2 been used within the last year and nobody has 3 come forward, you or anybody else, to set that 4 fact at issue, so we have to believe the man. 09:41AM 5 He's under oath. 6 MR. JONES: To answer your question, if he 7 provides substantial proof -- 8 MR. WOODWARD: He has. 9 MR. BRISKE: So I guess what I'm getting 09:41AM 10 at is at what point does that become the 11 accepted that he has a legal nonconforming use 12 there? He's testified under oath. Now he has 13 the burden of proving that. I'm assuming 14 you're saying that there's more to that 09:41AM 15 than -- Mr. Woodward believes he's already 16 proved it. 17 MR. WOODWARD: Well, this is not a 18 criminal court and it's not even a civil 19 court. Reasonable substantial evidence is not 09:41AM 20 the preponderance of the evidence nor is it 21 beyond and to the exclusion of all reasonable 22 doubt. He's come forward with reasonable 23 substantial evidence that this is the 24 condition that exists. Nobody has rebutted 09:41AM 25 it. Nobody has refuted it. TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">61</p> <p>1 MR. TATE: I will say for staff's --</p> <p>2 stepping in and helping staff here maybe.</p> <p>3 MR. JONES: We're good.</p> <p>4 MR. TATE: In regards to that what the</p> <p>09:42AM 5 County has accepted and continues to use is</p> <p>6 historic documentation and that's</p> <p>7 documentation similar to what we use on the</p> <p>8 Fenwick Circle, documentation that's affected</p> <p>9 other zoning cases, that probably shouldn't go</p> <p>09:42AM 10 this way if you rely on that documentation.</p> <p>11 So it's a -- in this balance, it's that</p> <p>12 historic photographic documentation, whether</p> <p>13 that comes through private or public sources</p> <p>14 because there's both available in that regard.</p> <p>09:42AM 15 MR. WOODWARD: You know, this is a</p> <p>16 quasi-judicial body and the buck stops here.</p> <p>17 We decide what is the reasonable creditable</p> <p>18 evidence and we go on it.</p> <p>19 MR. BRISKE: Mr. West, I see you're</p> <p>09:42AM 20 anxious to --</p> <p>21 MR. WEST: I just wanted to jump in here</p> <p>22 just to...</p> <p>23 MR. BRISKE: Would you please tell who you</p> <p>24 are for the record?</p> <p>09:42AM 25 MR. WEST: I'm Steve West, Assistant TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">63</p> <p>1 I'm trying to see if there's going to be an</p> <p>2 easier way for this to go than go through this</p> <p>3 rezoning.</p> <p>4 Horace, walk me through this. Somebody</p> <p>09:44AM 5 calls Code Enforcement and they say he's got a</p> <p>6 truck on the property and he's not supposed</p> <p>7 to, so they go out and they cite him for</p> <p>8 having a truck.</p> <p>9 His argument to him is I'm grandfathered</p> <p>09:44AM 10 in, I'm a nonconforming legal use. I've been</p> <p>11 doing this for how long. It's his</p> <p>12 responsibility to prove that that has been</p> <p>13 continuance is what you're saying?</p> <p>14 MR. JONES: He would have to take that</p> <p>09:44AM 15 issue -- we've had cases where it was a Code</p> <p>16 Enforcement. If you can prove that, talk to</p> <p>17 Code Enforcement and you can prove that to</p> <p>18 them and go before the hearing with the</p> <p>19 Special Magistrate hearing, the weight of the</p> <p>09:44AM 20 evidence.</p> <p>21 MR. BRISKE: So it would be his</p> <p>22 responsibility to prove to Code Enforcement.</p> <p>23 At what point does the County's opinion get</p> <p>24 involved as to whether that's a legal</p> <p>09:44AM 25 nonconforming use? Would you have to weigh in TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">62</p> <p>1 County Attorney.</p> <p>2 MR. BRISKE: Thank you.</p> <p>3 MR. WEST: The legal nonconforming use</p> <p>4 status, there's testimony that there's not</p> <p>09:43AM 5 been a break in the use of the property as a</p> <p>6 storage facility for trucks. That would be a</p> <p>7 good defensive proof in a code enforcement</p> <p>8 action.</p> <p>9 Here, as far as what this Board is</p> <p>09:43AM 10 supposed to consider regarding Criterion (2)</p> <p>11 and (3) and whether it's compatible with the</p> <p>12 surrounding uses, you necessarily have to look</p> <p>13 at the surrounding uses. So what's on the</p> <p>14 property and his testimony there's never been</p> <p>09:43AM 15 a break in the use of the facility for storage</p> <p>16 as a truck, really wouldn't go to either</p> <p>17 Criterion (2) or (6), the ones that are at</p> <p>18 issue here. You have don't have to</p> <p>19 necessarily look at the surrounding</p> <p>09:43AM 20 properties.</p> <p>21 MR. BRISKE: I understand.</p> <p>22 MR. TATE: As I did in basing part of my</p> <p>23 motion.</p> <p>24 MR. BRISKE: We have a motion and a second</p> <p>09:43AM 25 and I want to explore this all the way because TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">64</p> <p>1 that case or is it going to be his word</p> <p>2 against Code Enforcement?</p> <p>3 MR. JONES: It would take -- if it comes</p> <p>4 to the point if Code Enforcement said we don't</p> <p>09:45AM 5 think so, they can force the issue and go</p> <p>6 before a Special Magistrate hearing.</p> <p>7 MR. WOODWARD: Is he within the pail for</p> <p>8 having that hearing and is that where he ought</p> <p>9 to be?</p> <p>09:45AM 10 MR. JONES: I don't know. I cannot answer</p> <p>11 that. This is not -- Code Enforcement is not</p> <p>12 here. I cannot address those issues right</p> <p>13 now. Maybe he still can take it up with them.</p> <p>14 I don't know.</p> <p>09:45AM 15 MR. WOODWARD: Well, let me ask this</p> <p>16 question since we're trying to find a</p> <p>17 compromise, which is unheard of in this</p> <p>18 country today. When did you get the Code</p> <p>19 Enforcement violation citation?</p> <p>09:45AM 20 MR. BRISKE: Sir, come forward to the</p> <p>21 microphone, please. Again, this is Mr. Arnett</p> <p>22 and he still is under oath.</p> <p>23 MR. ARNETT: Within the last -- because I</p> <p>24 am under oath, I'm not sure. It's been within</p> <p>09:45AM 25 the last year for sure that my brother got it, TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">65</p> <p>1 less than that, but just what date, I don't 2 have that information other than my brother 3 was the one that handled it and they said the 4 way to cure it was to go ahead and change the 09:46AM 5 zoning. 6 MR. WOODWARD: Who is they? 7 MR. ARNETT: Whoever the Code Enforcement 8 or whoever come and cited this and said the 9 man was going to have to leave. 09:46AM 10 When I say that it's been continuous, you 11 know, what are we calling a truck? We've 12 maintained the property. I've been there 13 personally with a tractor and a trailer with a 14 John Deere tractor cleaning the property up. 09:46AM 15 And it hasn't went more than a year. 16 Now, was I in there with a semi? I was in 17 there with a 25 -- it's a big John Deere 18 tractor and I had a fifth wheel. 19 MR. WOODWARD: Apparently it doesn't make 09:47AM 20 a difference whether it's a pickup truck or 21 trailer. 22 MR. ARNETT: I'm trying to describe 23 exactly what it was. 24 MR. WOODWARD: Stay where you were. We 09:47AM 25 have enough information on your truck, because TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">67</p> <p>1 MR. BRISKE: Let me try to simplify this. 2 The proceeding that we have here today for the 3 rezoning, we're going to have to consider the 4 evidence that's here. We do have a motion and 09:48AM 5 second on the floor, which we're going to have 6 to address. 7 The issue with Code Enforcement, what I'm 8 telling you is if it was me I would probably 9 say to the Code Enforcement officer I'm legal 09:48AM 10 because I've had storage vehicles on this 11 property for X period of time. That's just my 12 personal opinion of the matter, not an 13 official position. You would have to prove to 14 the Code Enforcement people that you are a 09:49AM 15 legal nonconforming use. However you do that, 16 pictures, signed affidavits, whatever you need 17 to do, that would be your responsibility. 18 That's not handled in this Board at all. We 19 don't have any purview over that at all. That 09:49AM 20 will be a separate issue. 21 I'm just saying if this does not get 22 approved. We have a motion to approve a 23 recommendation to the Board of County 24 Commissioners. The commissioners can support 09:49AM 25 that or can decline it. We don't even know TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">66</p> <p>1 they said anything that's got four wheels and 2 carries things around and is parked there is a 3 truck. That's as far as we need to define the 4 truck. 09:47AM 5 MR. ARNETT: I'm sorry. I don't hear as 6 good. 7 MR. JONES: Mr. Woodward, for the record. 8 We have to be -- I want my staff to be 9 protected on what we say. 09:47AM 10 MR. WOODWARD: I understand, Mr. Jones. 11 I'm saying, though, we don't have a definition 12 of a truck. 13 MR. JONES: I'm not debating with you. It 14 appeared to me he was trying to say he may 09:47AM 15 have been doing some cleaning with the John 16 Deere, some stuff like that. I want to be 17 clear that we make sure of that, we can hear 18 him clearly, that y'all base the decision off 19 of factual information. 09:48AM 20 MR. ARNETT: You can hear me clearly. I 21 was there hauling a fifth wheel, a 30-foot 22 fifth wheel, with a big John Deere tractor and 23 bush hog and it's been -- and there hasn't 24 been 300 and some days that there hasn't been 09:48AM 25 a truck on that property. TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">68</p> <p>1 that if it's going to pass here yet. But what 2 I'm saying is there may be another alternative 3 as well about fighting the Code Enforcement 4 case. You understand? 09:49AM 5 MR. ARNETT: Let's go ahead and take a 6 recess here for about ten minutes. I think we 7 may have a little bit of a medical attention 8 here. Get the paramedics in. 9 Mr. Arnett, please indulge us for a 09:50AM 10 minute. Thank you. We're going to recess for 11 about ten minutes until we get this. 12 (Break taken, after which the proceedings 13 continued.) 14 MR. BRISKE: Back into session. 10:01AM 15 MR. GOODLOE: Mr. Chairman? 16 MR. BRISKE: Yes, sir. 17 MR. GOODLOE: Is one option available to 18 us to maybe table this request and allow the 19 applicant to get with Code Enforcement and see 10:01AM 20 if he can prove his case? 21 MR. BRISKE: Well, we do have a motion to 22 approve with a second on the floor. It would 23 be first of all up to Mr. Tate to withdraw his 24 motion. 10:01AM 25 MR. WOODWARD: I'll withdraw my second. TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p>69</p> <p>1 MS. HIGHTOWER: Y'all need a</p> <p>2 parliamentarian to get a ruling on that. But</p> <p>3 if I might, if you table something it stops it</p> <p>4 totally. If you wanted to do something to</p> <p>10:01AM 5 allow, you might want to postpone to a</p> <p>6 definite date.</p> <p>7 MR. TATE: Mr. Chair, my motion is not</p> <p>8 inconsistent with other motions that I've made</p> <p>9 on other major corridors in this county when</p> <p>10:01AM 10 we've had similar situations and I'll let it</p> <p>11 stand. If it fails due to lack of a second or</p> <p>12 lack of vote, that's fine with me, but I</p> <p>13 believe it's consistent with other motions</p> <p>14 I've made in similar situations.</p> <p>10:02AM 15 MR. BRISKE: Okay. We do have a second on</p> <p>16 the floor at this point.</p> <p>17 MR. WINGATE: I think the Code Enforcement</p> <p>18 issue is a separate situation.</p> <p>19 MR. BRISKE: Code Enforcement we have no</p> <p>10:02AM 20 control over whatsoever. That would be</p> <p>21 Mr. Arnett dealing with that department and</p> <p>22 trying to prove his case to them separately.</p> <p>23 The County may end up getting involved in the</p> <p>24 proof side of that, which I don't know how you</p> <p>10:02AM 25 would figure all that out, but that's outside</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>71</p> <p>1 want to make that for the record, too. We</p> <p>2 have to examine all the rest of the process</p> <p>3 with that.</p> <p>4 MR. BRISKE: Would you just briefly</p> <p>10:03AM 5 explain so he understands, Horace?</p> <p>6 MR. ARNETT: I didn't even hear him.</p> <p>7 MR. JONES: Mr. Arnett, although the</p> <p>8 Planning Board and the BCC may recommend for</p> <p>9 this to be approved, there could be some</p> <p>10:04AM 10 additional, another process, that you may have</p> <p>11 to go through. Come back in and talk to us</p> <p>12 and we can help define that process.</p> <p>13 MR. ARNETT: Okay.</p> <p>14 MR. JONES: That's if the Board of County</p> <p>10:04AM 15 Commissioners approves. Right now the</p> <p>16 Planning Board is making a recommendation.</p> <p>17 MR. ARNETT: They made a recommendation to</p> <p>18 them. I don't come see you until after it</p> <p>19 goes to the County Commissioners?</p> <p>10:04AM 20 MR. JONES: That's correct.</p> <p>21 MR. ARNETT: That's fine.</p> <p>22 MR. BRISKE: Thank you, sir. Good luck to</p> <p>23 you.</p> <p>24 (Case Z-2013-16 concluded. The transcript</p> <p>25 continues on Page 72.)</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p>70</p> <p>1 of our purview.</p> <p>2 MR. WOODWARD: Well, I call the question.</p> <p>3 MR. BRISKE: The question to be called, we</p> <p>4 have a motion to approve. It was structured</p> <p>10:02AM 5 addressing each one of the criterion so that</p> <p>6 we have consistent Findings-of-Fact. We do</p> <p>7 have a second. Any further discussion?</p> <p>8 All those in favor, say aye.</p> <p>9 (Board members vote.)</p> <p>10:03AM 10 MR. BRISKE: Opposed? The motion carries</p> <p>11 unanimously.</p> <p>12 (The motion passed unanimously.)</p> <p>13 MR. BRISKE: Sir, this is a recommendation</p> <p>14 to the Board of County Commissioners from the</p> <p>10:03AM 15 Planning Board to approve. The Board of</p> <p>16 County Commissioners has the final say in the</p> <p>17 matter so they could accept our recommendation</p> <p>18 or they could decide otherwise. So that</p> <p>19 meeting will be the final decision on it.</p> <p>10:03AM 20 What is the date of that, please?</p> <p>21 MS. CAIN: November the 7th.</p> <p>22 MR. BRISKE: November the 7th.</p> <p>23 MR. JONES: We do want to say so you know</p> <p>24 there could be another process, the site plan</p> <p>10:03AM 25 review process, when you start storing, so we</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>72</p> <p>1 * * *</p> <p>2 <u>CASE NO: Z-2013-18</u></p> <p>3 Applicant: Derrel Slaughter, Agent for Janet</p> <p>4 Slaughter and Germaine York, Owners.</p> <p>5 Address: 6100 Mobile Highway</p> <p>6 From: R-3, One-Family and Two-Family</p> <p>7 District, (cumulative) Medium</p> <p>8 (cumulative)(25 du/acre)</p> <p>9 To: C-1, Retail Commercial District</p> <p>10 (cumulative) (25 du/acre)</p> <p>10:04AM 10 MR. BRISKE: Our next case is Case</p> <p>11 Z-2013-18. The applicant is Derrel Slaughter</p> <p>12 the agent for Janet Slaughter and Germaine</p> <p>13 York, the owners, 6100 Mobile Highway, R-3,</p> <p>14 One-Family and Two-Family District, to C-1,</p> <p>10:04AM 15 Retail Commercial District.</p> <p>16 Members of the Board, has there been any</p> <p>17 ex parte communication between you, the</p> <p>18 applicant, agents, attorneys, witnesses,</p> <p>19 fellow Planning Board members or anyone from</p> <p>10:05AM 20 the general public? I'll also ask that you</p> <p>21 disclose whether you have visited the subject</p> <p>22 property and disclose if you're a relative of</p> <p>23 the applicant or their agents.</p> <p>24 Starting with you, Ms. Hightower.</p> <p>10:05AM 25 MS. HIGHTOWER: No to all the above.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>

Planning Board-Rezoning

6. A.

Meeting Date: 08/05/2013
CASE : Z-2013-16
APPLICANT: Tom Arnett, President for Crystal Beach Homes, Inc., Owner
ADDRESS: 2640 W. Michigan Ave
PROPERTY REF. NO.: 42-1S-30-3004-000-003
MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 09/05/2013

SUBMISSION DATA:

REQUESTED REZONING:

FROM: C-1, Retail Commercial District (cumulative) (25 du/acre)

TO: C-2NA, General Commercial & Light Manufacturing District (cumulative) Bars, Nightclubs, and Adult Entertainment are prohibited uses (25 du/acre)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of adjacent

land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

FINDINGS

The proposed amendment to C-2NA **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban as stated in CPP FLU 1.3.1. Mixed-Use Urban Future Land Use category allows for a mix of residential and commercial uses promoting infill development with such developments as retail, professional offices as well as light Industrial uses.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

6.05.14. C-1 Retail Commercial District (cumulative). This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy FLU 1.3.1 of the Comprehensive Plan.

C-2NA, C-2 General Commercial and Light Manufacturing District (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.).

Spot zoning. Rezoning of a lot or parcel of land that will create an isolated zoning district that may be incompatible with the adjacent and nearby zoning districts and uses, or as spot zoning is otherwise defined by Florida law.

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. The C-2NA zoning designation allows for the same uses as C-2 with the exception of bars, nightclubs, and adult entertainment, which are prohibited uses. Although the subject parcel fronts an arterial roadway along with other commercial businesses, the neighboring and adjacent uses are not as intense as the C2NA zoning would allow. Staff does recognize the existing non-conforming C-2 use on the adjacent parcel, however the predominant uses in the area are C-1 type uses, therefore the request could be considered as spot zoning.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property.

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts C-1, R-6, R-5 and R-3. There were 3 day cares, 4 commercial businesses, 1 church, 2 vacant parcels and 29 residential homes. The property is located on an arterial roadway where existing commercial development is established, however the proposed amendment would allow more intense uses regardless of any existing non-conforming uses in the area.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property.

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils were **not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

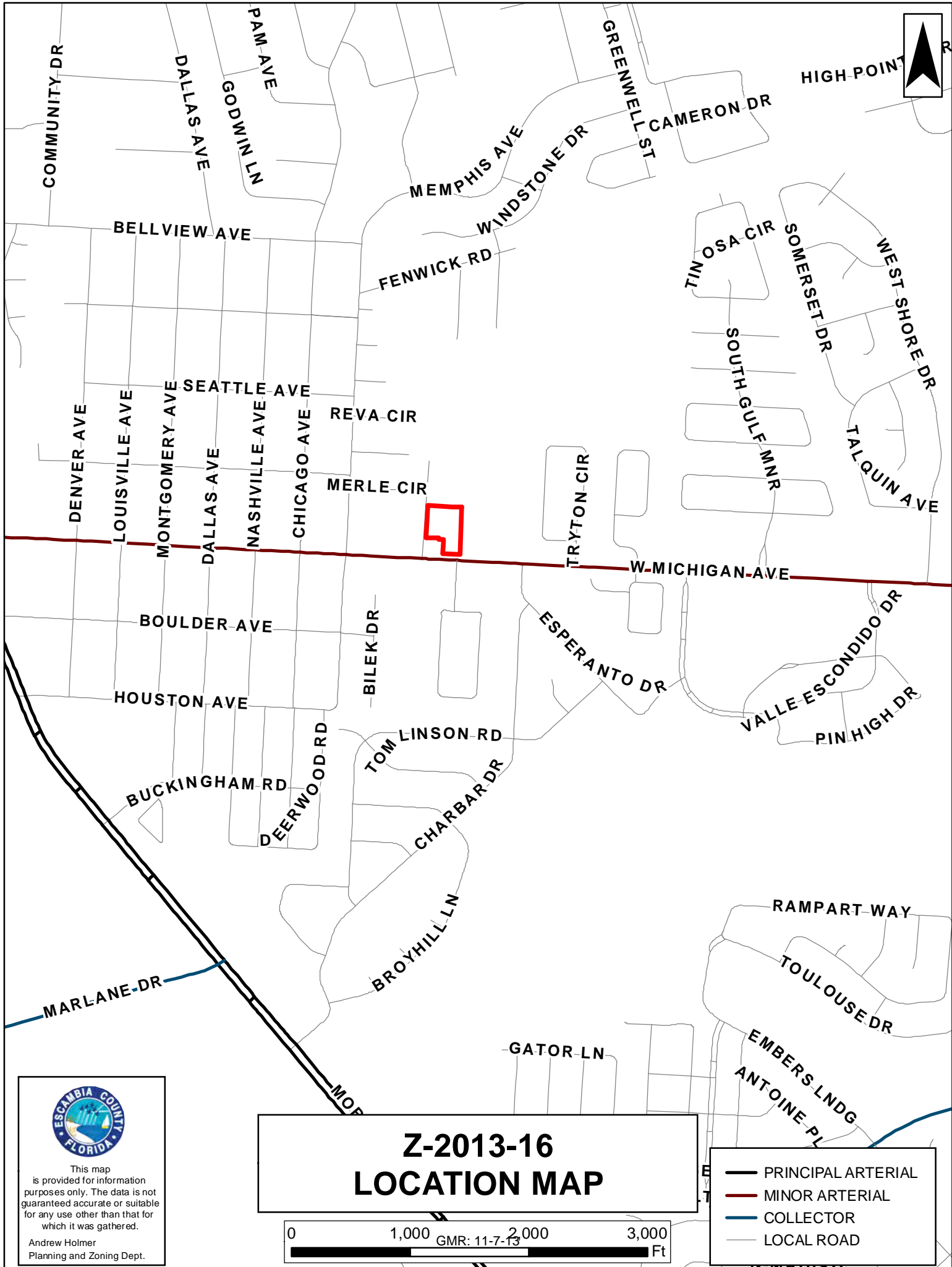
CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would not result** in a logical and orderly development pattern because within the allowable uses of the C-2NA zoning the most intense uses would be manufacturing, fabrication and assembly type operations. C2NA would allow outside storage which is not compatible with predominantly C-1 zoning designation that currently exists in the area of the subject parcel. In C-1, any permitted use that requires minor outside storage must have conditional use approval and only be in the rear yard if covered and adequate screening is provided.



COMMUNITY DR

DALLAS AVE

GODWIN LN

PAM AVE

MEMPHIS AVE

WINDSTONE DR

GREENWELL ST

CAMERON DR

HIGH POINT

BELLVIEW AVE

FENWICK RD

TIN OSA CIR

SOMERSET DR

WEST SHORE DR

SEATTLE AVE

REVA CIR

DENVER AVE

LOUISVILLE AVE

MONTGOMERY AVE

DALLAS AVE

NASHVILLE AVE

CHICAGO AVE

MERLE CIR

TRYTON CIR

SOUTH GULF MNR

TALQUIN AVE

W. MICHIGAN AVE

BOULDER AVE

HOUSTON AVE

BILEK DR

ESPERANTO DR

VALLE ESCONDIDO DR

PIN HIGH DR

BUCKINGHAM RD

DEERWOOD RD

TOM LINSON RD

CHARBAR DR

BROYHILL LN

RAMPART WAY

TOULOUSE DR

EMBERS LNDG

ANTOINE PL

GATOR LN

MARLANE DR

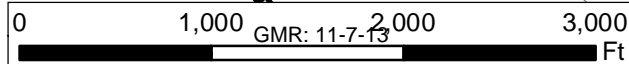
MOR



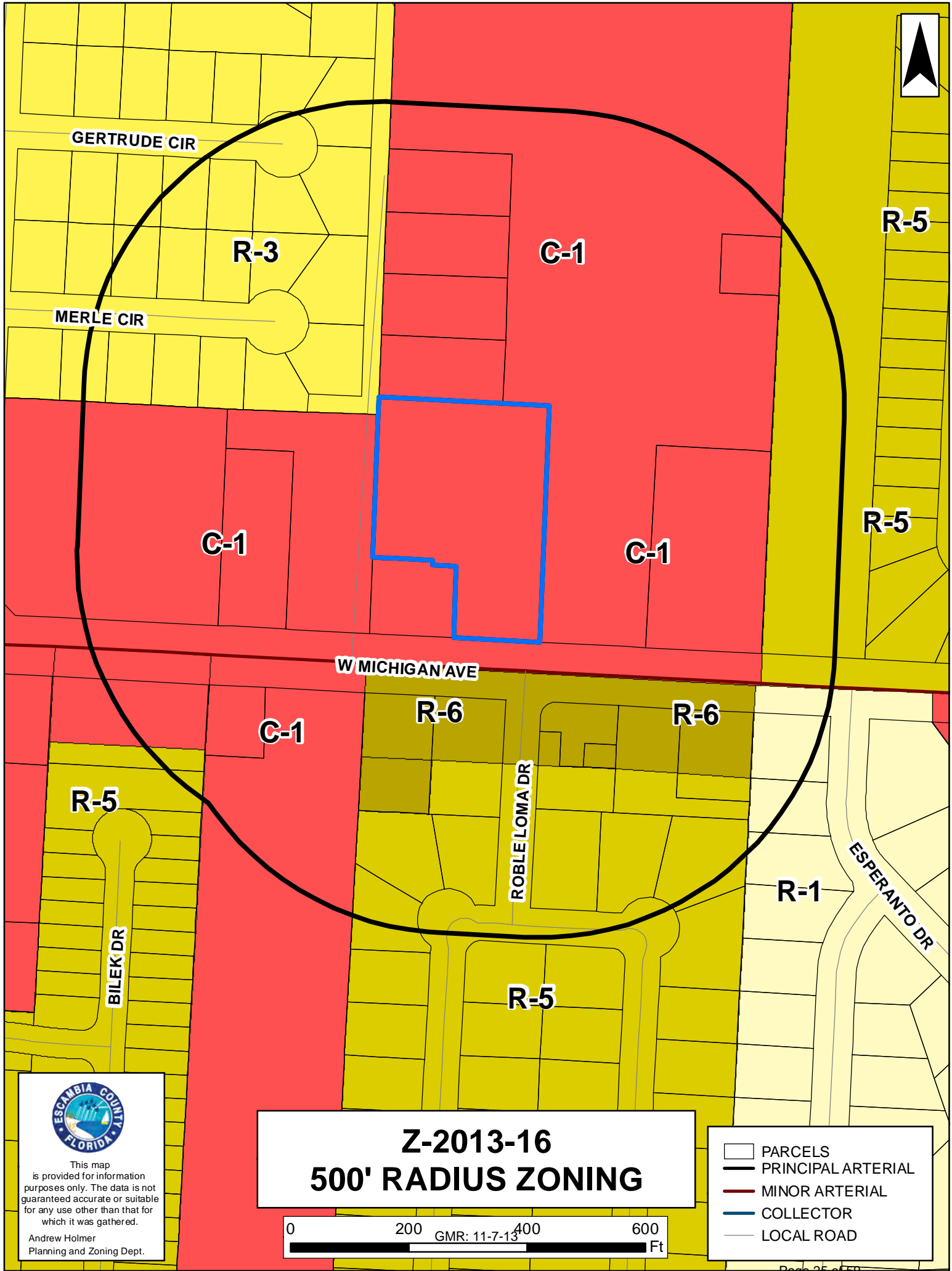
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-16 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



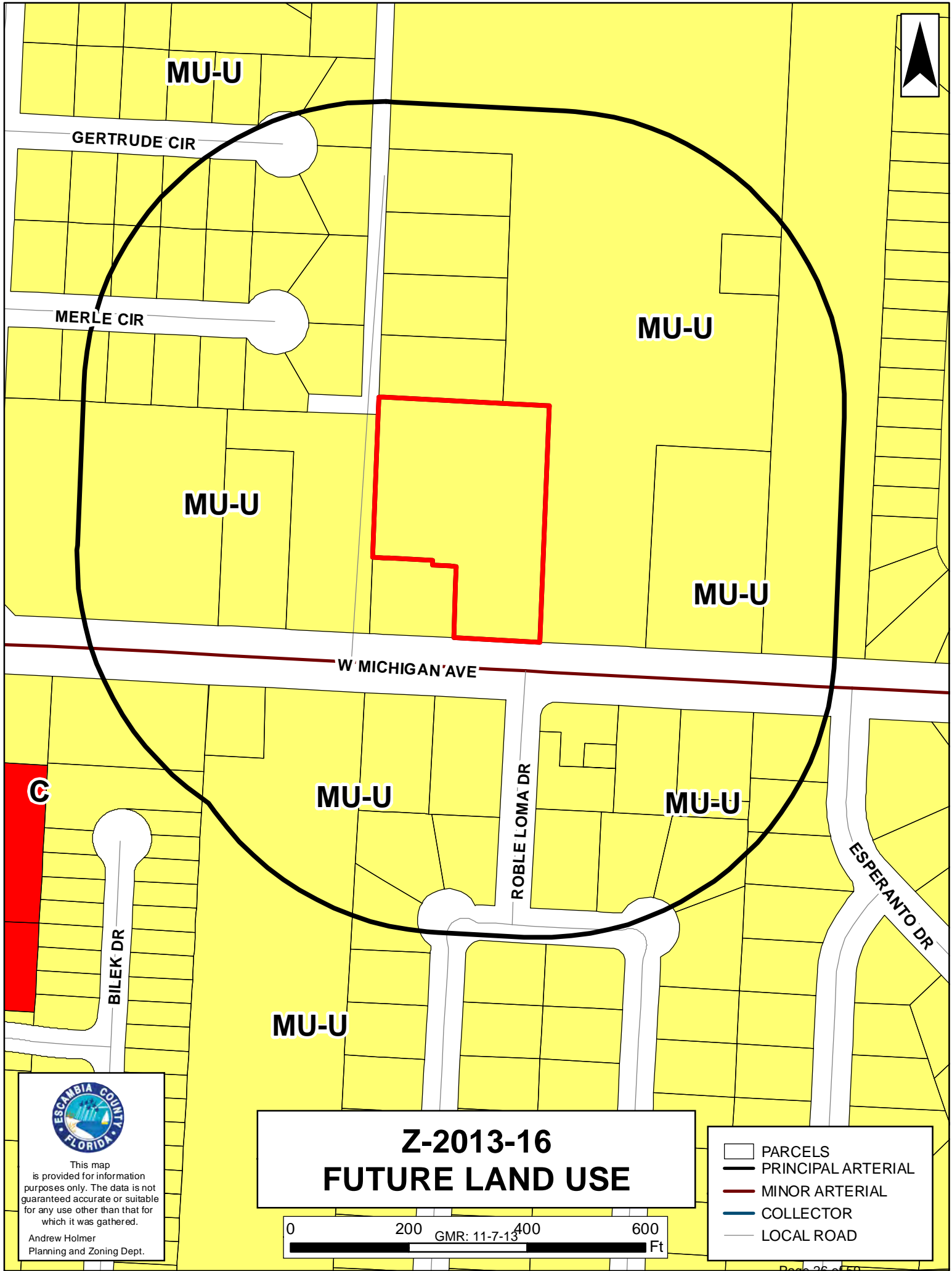
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

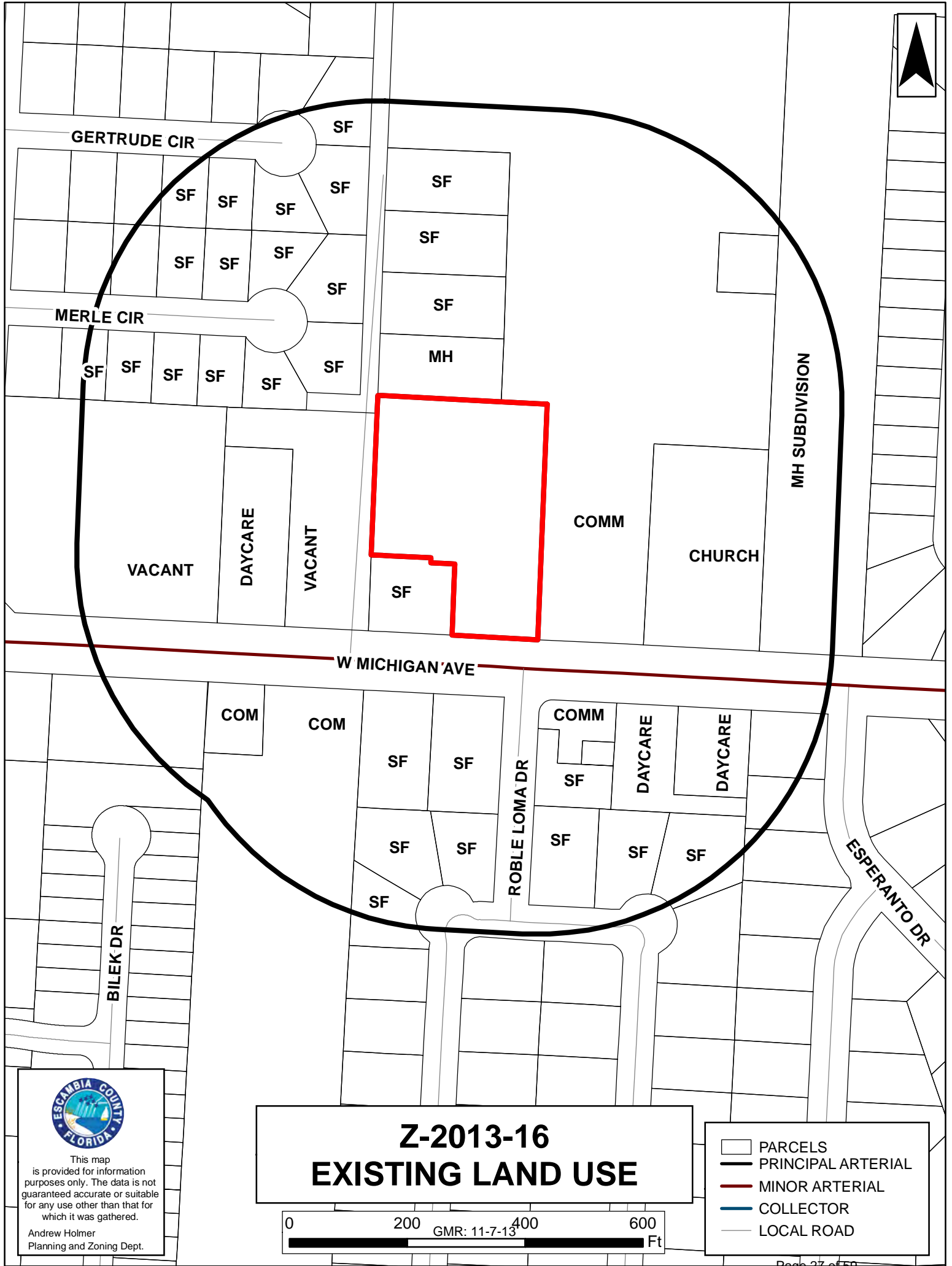
Andrew Holmer
Planning and Zoning Dept.

Z-2013-16 500' RADIUS ZONING

0 200 400 600
GMR: 11-7-13
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD





This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

N-AVE

Z-2013-16 AERIAL MAP

0 50 100 150
GMR: 11-7-13
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



Public Notice Sign



Looking at Subject Parcel across Michigan Ave.



Looking at the rear of the subject property



Rear of property



Looking at the west side of subject parcel with fencing



Looking west on the parcel from the Gravel drive



Looking west from subject parcel



Buffer on west side of property



Looking southwest across Michigan Ave from
subject parcel



Looking across Michigan Ave from subject parcel



Looking northeast from subject parcel



Looking east along Michigan Ave from subject parcel



GMR: 11-7-13



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: C1 to: C2 NA

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Crystal Beach Homes, LLC Phone: (850) 965-8760

Address: 282 Snowdrift Road, Miramar Beach, FL 32558 Email: arnett.tom@gmail.com

☐ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 2640 W. Michigan Ave, Pensacola, FL

Property Reference Number(s)/Legal Description: 42-15-30-3004-000-003

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Thomas Arnett
Signature of Owner/Agent
Thomas Arnett, Mayor Pres

Thomas Arnett
Printed Name Owner/Agent

7-3-13
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida

COUNTY OF Walton

The foregoing instrument was acknowledged before me this 3rd day of July, 20 13, by Thomas Arnett.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Leah Valentine
Signature of Notary
(notary seal must be affixed)

Leah Valentine
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: 22013-16

Meeting Date(s): August 5, 2013, BCC 9:00 Accepted/Verified by: A Can Date: 6/5/13

Fees Paid: \$ 1,155.00 Receipt #: _____ Permit #: PR2 130700016



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: C1 to: C2NA

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Crystal Beach Homes, Inc.

Phone: (850) 865-8760

Address: 282 Snowdrift Road, Miramar Beach, FL 32360

Email: arnett.tom@gmail.com

☐ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 2640 W. Michigan Ave. Pensacola, FL

Property Reference Number(s)/Legal Description: 42-15-30-3004-000-003

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Toy Arnett, Jr.
Signature of Owner/Agent
Toy Arnett, Jr. Vice-Pres

Toy Arnett, Jr.
Printed Name Owner/Agent

7-16-13
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida

COUNTY OF Walton

The foregoing instrument was acknowledged before me this 16th day of July 20 13,
by Toy Arnett, Jr.

Personally Known ☒ OR Produced Identification ☐ . Type of Identification Produced: _____

Leah Valentine
Signature of Notary
(notary seal must be affixed)

Leah Valentine
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: _____

Meeting Date(s): _____ Accepted/Verified by: _____ Date: _____

Fees Paid: \$ _____ Receipt #: _____ Permit #: _____



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2013-16

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 42-15-30-3004-000-003

Property Address: 2640 West Michigan Ave.

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- The necessary facilities or services are in place at the time a development permit is issued.
- A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 3rd DAY OF July, YEAR OF 2013.


Signature of Property Owner

Thomas Arnett
Printed Name of Property Owner

7-3-13
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #:

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Florida, property reference number(s) _____

I hereby designate _____ for the sole purpose
of completing this application and making a presentation to the:

☐ Planning Board and the Board of County Commissioners to request a rezoning on the above
referenced property.

☐ Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____ the year of,
_____, and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development
Services Bureau.

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Signature of Property Owner

Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____.

Personally Known ☐ OR Produced Identification ☐ . Type of Identification Produced: _____

Signature of Notary

Printed Name of Notary

(Notary Seal)

CRYSTAL BEACH HOMES, INC.

**282 Snowdrift Road
Miramar Beach, Florida 32550
Arnett.tom@gmail.com
(850) 865-8760**

July 5, 2013

Development Services Department
3363 West Park Place
Pensacola, FL 32505

Re: Rezoning Application by Crystal Beach Homes, Inc. for 2640 West
Michigan Avenue, Escambia County, FL, from C1 to C2NA.

Dear Staff:

Crystal Beach Homes Inc. is hereby requesting the rezoning of the above captioned property, parcel no. 42-1S-30-3004-000-003, from C1 to C2NA. The intended use is for the parking or storage of class 7 and 8 vehicles. In support thereof, the applicant addresses the 6 criteria as set forth in Section 2.08.02.D.6.

1. Consistency with the Comprehensive Plan. Under the Comprehensive Plan, the parcel is designated as "Mixed-Use Urban". That is defined as "Any use that includes both residential and nonresidential uses" in "A highly developed area that contains a variety of industrial, commercial, residential, and cultural uses". Therefore the requested zone is consistent with the Comprehensive Plan.
2. Consistency with the Land Development Code. The proposed rezoning is consistent with the Future Land Development Code. It would fall within the C zone.
3. Compatibility with Surrounding Uses. The subject property is a 2.23 acre parcel that adjoins a 12.82 acre parcel. The adjoining 12.82 acre parcel is presently being used for light industrial purposes. While it is zoned C1, its use is consistent with a C2 zoning under the Code. It is being used as a truss manufacturing plant. This entails outside storage of the finished trusses and the parking of supply trucks, including class 7 and 8 vehicles. The frontage of the subject property adjoins Michigan Avenue/State Road 296, a 100 foot right-of-way. The area is not conducive for retail sales and the uses contemplated in the C1 zone.
4. Changed conditions. Over time the area has developed in a manner that is not consistent with retail store fronts. It is more conducive to uses proposed in C2NA. There is a church in the area.
5. Effect on natural environment. There is no contemplated impact on the natural environment for the contemplated use or requested zoning.

6. Development Patterns. As stated above the development patterns are consistent with the requested zoning.

Respectfully submitted,

Crystal Beach Homes Inc.



Thomas Arnett, President

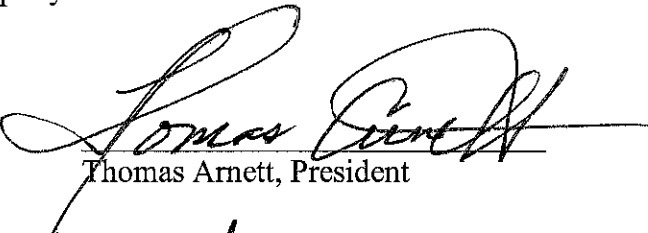
AFFIDAVIT

STATE OF FLORIDA)

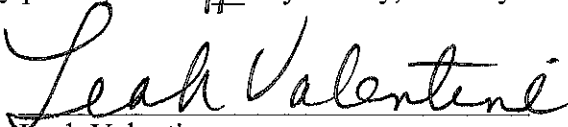
COUNTY OF WALTON)

I, Thomas Arnett, upon being duly sworn state:

1. That I am the President of Crystal Beach Homes, Inc.
2. Crystal Beach Homes, Inc. owns the property located at 2640 West Michigan Ave., Pensacola, Florida, Parcel Reference Number: 42-1S-30-3004-000-003.
3. Crystal Beach Homes, Inc. filed for a re-zoning of the property from C-1 to C-2NA under case number 2-2013-16.
4. The request for a use restriction of C-2NA is voluntarily made. Crystal Beach Homes, Inc. acknowledges that this means that, if the re-zoning is approved, there can be no bars, nightclubs, and adult entertainment on the property.


Thomas Arnett, President

Subscribed and sworn to before me, a notary public, on this 11th day of July, 2013 by Thomas Arnett, who is personally known to me.


Leah Valentine
Notary Public, State of Florida



35.50
1610.00
✓
Prepared by
Cathleen Carney, an employee of
First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504
(850) 473-0044

Return to: Grantee

File No.: 1005-601120

CORPORATE WARRANTY DEED

This indenture made on August 24, 2004 A.D., by

Faith Assembly Christian Church of Miramar Beach, Inc., a Florida Corporation

whose address is: **282 Snowdrift Road, Destin, FL 32550**
hereinafter called the "grantor", to

Crystal Beach Homes, Inc., a Florida Corporation

whose address is: **282 Snowdrift Road, Destin, FL 32550**
hereinafter called the "grantee":

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

Beginning at the Southwest corner of the South 10 acres of the East half of the South 40 acres of Lot 3, Section 42, Township 1 South, Range 30 West, recorded in Deed Book 372 at Page 672 of the Official Records of Escambia County; thence run North a distance of 179.00 feet to the Point of Beginning; continue North a distance of 271.0 feet; thence run East a distance of 288 feet; thence run South a distance of 400 feet; thence run West a distance of 143.3 feet; thence 88 degrees 21 minutes 35 seconds right for 120.52 feet; thence 88 degrees 21 minutes 35 seconds left for 40.0 feet; thence run North 8.5 feet; thence run West for 101.25 feet to the Point of Beginning.

Parcel Identification Number: **42-1S-30-3004-000-003**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Faith Assembly Christian Church of Miramar
Beach, Inc., a Florida Corporation

Toy Rex Arnett, Jr.
By: Toy Rex Arnett, Jr., President

(Corporate Seal)

Signed, sealed and delivered in our presence:

DV Miller
Witness Signature

Print Name: DV GETTELFINGER

Judy Goodwin
Witness Signature

Print Name: Judy Goodwin

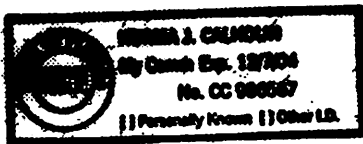
State of Florida

County of Okaloosa

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on August _____, 2004, by Toy Rex Arnett, Jr., as President, and, as on behalf of Faith Assembly Christian Church of Miramar Beach, Inc., a Florida Corporation, existing under the laws of the State of Florida, who is/are personally known to me or who has/have produced a valid drivers license as identification.

Norma J. Calhoun
NOTARY PUBLIC

Norma J. Calhoun
Printed Name of Notary
My Commission Expires: 12-07-04



601120

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: **West Michigan Avenue**

Legal Address of Property: **2640 W. Michigan Ave., Pensacola, Florida**

The County (X) has accepted (_____) has not accepted the abutting roadway for maintenance.

This form completed by: **First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504**

Signed, sealed and delivered in our presence:

Witness Signature

Print Name:

Witness Signature

Print Name:

Faith Assembly Christian Church of Miramar
Beach, Inc., a Florida Corporation

By: Toy Rex Arnett, Jr., President

Crystal Beach Homes, Inc., a Florida
Corporation

By: Toy R. Arnett, Jr., President

RCD Aug 27, 2004 02:34 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-280580

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (EHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the EHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: 2640 W. Michigan Ave., Pensacola, Florida

Buyer/Seller are aware that the property is on a () Sewer System (X) Septic Tank

APPROVAL LETTER ATTACHED HERETO ()

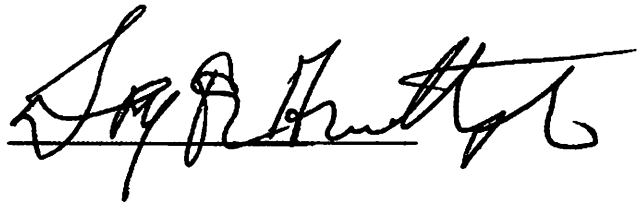
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ()

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ()

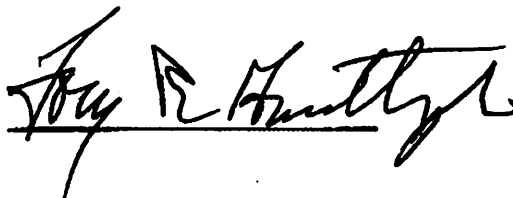
This form completed by:

First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504

AS TO SELLER(S):



AS TO BUYER(S):



**Electronic Articles of Incorporation
For**

**P08000083900
FILED
September 11, 2008
Sec. Of State
jshivers**

CRYSTAL BEACH HOMES INC

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

CRYSTAL BEACH HOMES INC

Article II

The principal place of business address:

282 SNOWDRIFT ROAD
DESTIN, FL. 32550

The mailing address of the corporation is:

282 SNOWDRIFT ROAD
DESTIN, FL. 32550

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

THOMAS ARNETT
282 SNOWDRIFT ROAD
MIRAMAR BEACH, FL. 32550

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: THOMAS ARNETT

Article VI

The name and address of the incorporator is:

THOMAS ARNETT
282 SNOWDRIFT ROAD

MIRAMAR BEACH, FLORIDA 32550

Incorporator Signature: THOMAS ARNETT

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
THOMAS ARNETT
282 SNOWDRIFT ROAD
MIRAMAR BEACH, FL. 32550

Title: VP
TOY R ARNETT JR.
282 SNOWDRIFT ROAD
MIRAMAR BEACH, FL. 32550

Title: S
THOMAS ARNETT
282 SNOWDRIFT ROAD
MIRAMAR BEACH, FL. 32550

Article VIII

The effective date for this corporation shall be:

09/11/2008

P08000083900
FILED
September 11, 2008
Sec. Of State
jshivers

2013 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P08000083900

Entity Name: CRYSTAL BEACH HOMES INC

Current Principal Place of Business:

282 SNOWDRIFT ROAD
MIRAMAR BEACH, FL 32550

Current Mailing Address:

600 GRAND BOULEVARD
SUITE 206
MIRAMAR BEACH, FL 32550

FEI Number: 59-3753572

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ARNETT & KERRIGAN, P.L.
600 GRAND BOULEVARD
SUITE 206
MIRAMAR BEACH, FL 32550 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail Detail :

Title P/S
Name ARNETT, THOMAS
Address 282 SNOWDRIFT ROAD
City-State-Zip: MIRAMAR BEACH FL 32550

Title VP
Name ARNETT, TOY RJR.
Address 282 SNOWDRIFT ROAD
City-State-Zip: MIRAMAR BEACH FL 32550

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS ARNETT

P/S

04/30/2013

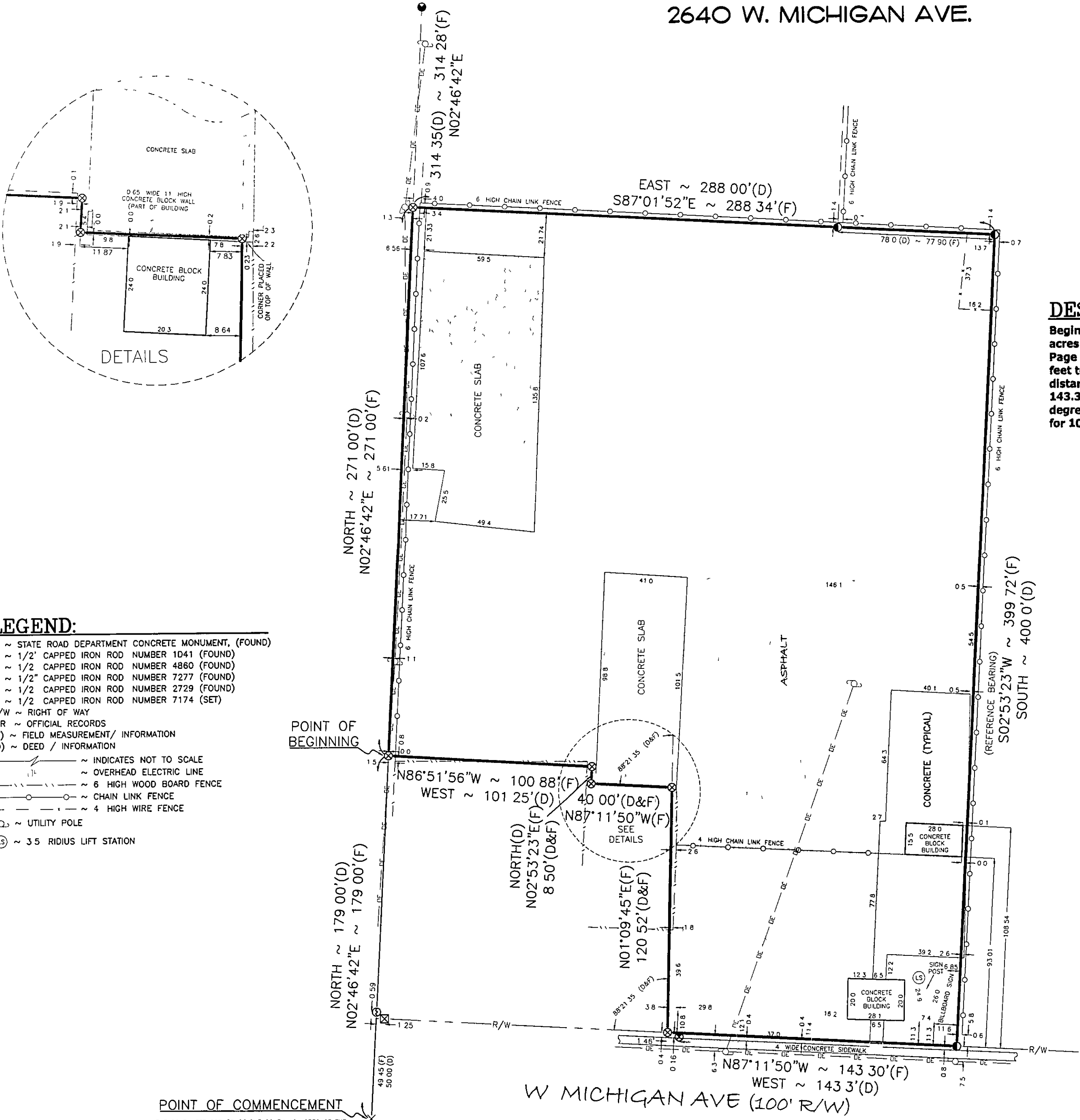
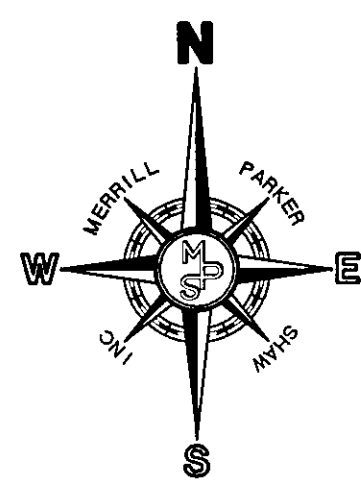
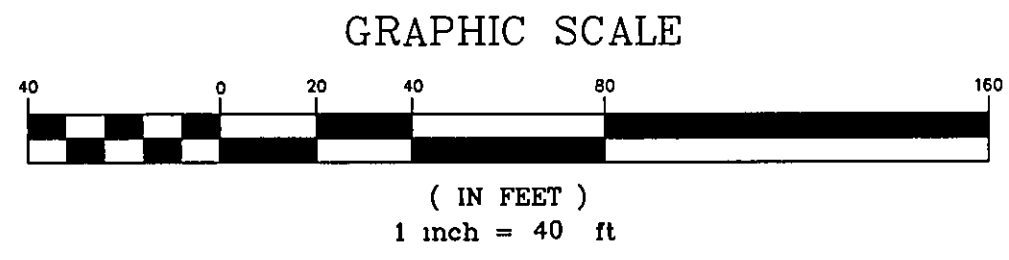
Electronic Signature of Signing Officer/Director Detail

Date



BOUNDARY SURVEY WITH IMPROVEMENTS:

A PORTION OF SECTION 42,
TOWNSHIP-1-SOUTH, RANGE-30-WEST,
ESCAMBIA COUNTY, FLORIDA.
2640 W. MICHIGAN AVE.



- LEGEND:**
- STATE ROAD DEPARTMENT CONCRETE MONUMENT, (FOUND)
 - 1/2" CAPPED IRON ROD NUMBER 1041 (FOUND)
 - 1/2" CAPPED IRON ROD NUMBER 4860 (FOUND)
 - 1/2" CAPPED IRON ROD NUMBER 7277 (FOUND)
 - 1/2" CAPPED IRON ROD NUMBER 2729 (FOUND)
 - 1/2" CAPPED IRON ROD NUMBER 7174 (SET)
 - R/W ~ RIGHT OF WAY
 - O.R. ~ OFFICIAL RECORDS
 - (F) ~ FIELD MEASUREMENT/ INFORMATION
 - (D) ~ DEED / INFORMATION
 - INDICATES NOT TO SCALE
 - OVERHEAD ELECTRIC LINE
 - 6 HIGH WOOD BOARD FENCE
 - CHAIN LINK FENCE
 - 4 HIGH WIRE FENCE
 - UTILITY POLE
 - 3.5 RADIUS LIFT STATION

DESCRIPTION: (O.R. BOOK 5846, AT PAGE 1856)
Beginning at the Southwest corner of the South 10 acres of the East half of the South 40 acres of Lot 3, Section 42, Township 1 South, Range 30 West, recorded in Deed Book 372 at Page 672 of the Official Records of Escambia County; thence run North a distance of 179.00 feet to the Point of Beginning; continue North a distance of 271.0 feet; thence run East a distance of 288 feet; thence run South a distance of 400 feet; thence run West a distance of 143.3 feet; thence 88 degrees 21 minutes 35 seconds right for 120.52 feet; thence 88 degrees 21 minutes 35 seconds left for 40.0 feet; thence run North 8.5 feet; thence run West for 101.25 feet to the Point of Beginning.

- SURVEYOR'S NOTES:**
- THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 02 DEGREES 53 MINUTES 23 SECONDS WEST ALONG THE EAST BOUNDARY LINE OF THE ABOVE DESCRIBED PARCEL OF LAND
 - SOURCE OF INFORMATION THE DEEDS OF RECORD OF ESCAMBIA COUNTY, FLORIDA, AND EXISTING FIELD MONUMENTATION
 - NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY
 - ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED
 - THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS
 - THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP
 - THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH 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 PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION 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

CERTIFIED TO:
TOM ARNETT
THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.051 AND 5J-17.052 PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES

MERRILL PARKER SHAW, INC.
4928 N DAVIS HIGHWAY, PENSACOLA, FL 32503
E. Wayne Parker 7/2/13
E WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

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E WAYNE PARKER, RLS NO 3683, CORPORATE NO 7174, STATE OF FLORIDA

NO	DATE	APPR	REVISIONS

MERRILL PARKER SHAW, INC.
PROFESSIONAL SURVEYING SERVICES
4928 N DAVIS HWY
PENSACOLA FL 32503
FLORIDA CORPORATION NUMBER 7174
PH: (850) 478-4923
FAX: (850) 478-4924

BOUNDARY SURVEY WITH IMPROVEMENTS
A PORTION OF SECTION 42,
TOWNSHIP-1-SOUTH RANGE-30-WEST,
ESCAMBIA COUNTY, FLORIDA
2640 W MICHIGAN AVE

REQUESTED BY **TOM ARNETT**
PREPARED FOR **TOM ARNETT**

SCALE 1" = 40'

DATE 6/27/13

CHECKED EWP

DRAWN RDC

FIELD DATE 6/18/13, 6/25/13 FIELD BOOKS 244/228/246, PAGES 37/28/36

JOB NO 13-5842-01

SHEET 1 OF 1



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **584286**

Date Issued. : 07/05/2013

Cashier ID : KLHARPER

Application No. : PRZ130700016

Project Name : Z-2013-16

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	1029	\$1,155.00	App ID : PRZ130700016
		\$1,155.00	Total Check

Received From : THOMAS ARNETT

Total Receipt Amount : **\$1,155.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ130700016	676690	1,155.00	\$0.00	2640 MICHIGAN AV, PENSACOLA, FL

Total Amount : **1,155.00**

\$0.00 Balance Due on this/these
Application(s) as of 7/11/2013



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-7-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 3-2013-16

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

☒ In Favor ☐ Against

*Name: VAN HIBBERTS

*Address: 153 SHORELINE DR. *City, State, Zip: 32561

Email Address: VAN@SITEPRO.US Phone: 850-934-6800

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

Z-2013-18

<p>69</p> <p>1 MS. HIGHTOWER: Y'all need a</p> <p>2 parliamentarian to get a ruling on that. But</p> <p>3 if I might, if you table something it stops it</p> <p>4 totally. If you wanted to do something to</p> <p>10:01AM 5 allow, you might want to postpone to a</p> <p>6 definite date.</p> <p>7 MR. TATE: Mr. Chair, my motion is not</p> <p>8 inconsistent with other motions that I've made</p> <p>9 on other major corridors in this county when</p> <p>10:01AM 10 we've had similar situations and I'll let it</p> <p>11 stand. If it fails due to lack of a second or</p> <p>12 lack of vote, that's fine with me, but I</p> <p>13 believe it's consistent with other motions</p> <p>14 I've made in similar situations.</p> <p>10:02AM 15 MR. BRISKE: Okay. We do have a second on</p> <p>16 the floor at this point.</p> <p>17 MR. WINGATE: I think the Code Enforcement</p> <p>18 issue is a separate situation.</p> <p>19 MR. BRISKE: Code Enforcement we have no</p> <p>10:02AM 20 control over whatsoever. That would be</p> <p>21 Mr. Arnett dealing with that department and</p> <p>22 trying to prove his case to them separately.</p> <p>23 The County may end up getting involved in the</p> <p>24 proof side of that, which I don't know how you</p> <p>10:02AM 25 would figure all that out, but that's outside</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>71</p> <p>1 want to make that for the record, too. We</p> <p>2 have to examine all the rest of the process</p> <p>3 with that.</p> <p>4 MR. BRISKE: Would you just briefly</p> <p>10:03AM 5 explain so he understands, Horace?</p> <p>6 MR. ARNETT: I didn't even hear him.</p> <p>7 MR. JONES: Mr. Arnett, although the</p> <p>8 Planning Board and the BCC may recommend for</p> <p>9 this to be approved, there could be some</p> <p>10:04AM 10 additional, another process, that you may have</p> <p>11 to go through. Come back in and talk to us</p> <p>12 and we can help define that process.</p> <p>13 MR. ARNETT: Okay.</p> <p>14 MR. JONES: That's if the Board of County</p> <p>10:04AM 15 Commissioners approves. Right now the</p> <p>16 Planning Board is making a recommendation.</p> <p>17 MR. ARNETT: They made a recommendation to</p> <p>18 them. I don't come see you until after it</p> <p>19 goes to the Board of Commissioners?</p> <p>10:04AM 20 MR. JONES: That's correct.</p> <p>21 MR. ARNETT: That's fine.</p> <p>22 MR. BRISKE: Thank you, sir. Good luck to</p> <p>23 you.</p> <p>24 (Case Z-2013-16 concluded. The transcript</p> <p>25 continues on Page 72.)</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p>70</p> <p>1 of our purview.</p> <p>2 MR. WOODWARD: Well, I call the question.</p> <p>3 MR. BRISKE: The question is, we</p> <p>4 have a motion to approve. It was by a</p> <p>10:02AM 5 addressing each one of the criterion so that</p> <p>6 we have consistent Findings-of-Fact. We do</p> <p>7 have a second. Any further discussion?</p> <p>8 All those in favor, say aye.</p> <p>9 (Board members vote.)</p> <p>10:03AM 10 MR. BRISKE: Opposed? The motion carries</p> <p>11 unanimously.</p> <p>12 (The motion passed unanimously.)</p> <p>13 MR. BRISKE: Sir, this is a recommendation</p> <p>14 to the Board of County Commissioners from the</p> <p>10:03AM 15 Planning Board to approve. The Board of</p> <p>16 County Commissioners has the final say in the</p> <p>17 matter so they could accept our recommendation</p> <p>18 or they could decide otherwise. So that</p> <p>19 meeting will be the final decision on it.</p> <p>10:03AM 20 What is the date of that, please?</p> <p>21 MS. CAIN: November the 7th.</p> <p>22 MR. BRISKE: November the 7th.</p> <p>23 MR. JONES: We do want to say so you know</p> <p>24 there could be another process, the site plan</p> <p>10:03AM 25 review process, when you start storing, so we</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>72</p> <p>1 * * *</p> <p>2 <u>CASE NO: Z-2013-18</u></p> <p>3 Applicant: Derrel Slaughter, Agent for Janet</p> <p>4 Slaughter and Germaine York, Owners.</p> <p>5 Address: 6100 Mobile Highway</p> <p>6 From: R-3, One-Family and Two-Family</p> <p>7 District, (cumulative) Medium</p> <p>8 (cumulative)(25 du/acre)</p> <p>9 To: C-1, Retail Commercial District</p> <p>10 (cumulative) (25 du/acre)</p> <p>10:04AM 10 MR. BRISKE: Our next case is Case</p> <p>11 Z-2013-18. The applicant is Derrel Slaughter</p> <p>12 the agent for Janet Slaughter and Germaine</p> <p>13 York, the owners, 6100 Mobile Highway, R-3,</p> <p>10:04AM 14 One-Family and Two-Family District, to C-1,</p> <p>15 Retail Commercial District.</p> <p>16 Members of the Board, has there been any</p> <p>17 ex parte communication between you, the</p> <p>18 applicant, agents, attorneys, witnesses,</p> <p>19 fellow Planning Board members or anyone from</p> <p>10:05AM 20 the general public? I'll also ask that you</p> <p>21 disclose whether you have visited the subject</p> <p>22 property and disclose if you're a relative of</p> <p>23 the applicant or their agents.</p> <p>24 Starting with you, Ms. Hightower.</p> <p>10:05AM 25 MS. HIGHTOWER: No to all the above.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>

PLANNING BOARD REZONING HEARINGS - OCTOBER 7, 2013

<p>73</p> <p>1 MR. GOODLOE: No ex parte, but I visited</p> <p>2 the site.</p> <p>3 MR. WOODWARD: No ex parte, but I know</p> <p>4 where it is.</p> <p>10:05AM 5 MR. BRISKE: The Chairman. No to all.</p> <p>6 MR. TATE: None to all.</p> <p>7 MR. WINGATE: Mr. Chairman, I did visit</p> <p>8 the property and no communication with the</p> <p>9 applicant.</p> <p>10:05AM 10 MR. BRISKE: Thank you. On this case, was</p> <p>11 notice of the hearing sent to all interested</p> <p>12 parties?</p> <p>13 MS. LOCKHART: Yes.</p> <p>14 MR. BRISKE: And was the notice of the</p> <p>10:05AM 15 hearing also posted on the subject property?</p> <p>16 MS. LOCKHART: Yes.</p> <p>17 MR. BRISKE: Mr. Slaughter, if there are</p> <p>18 no objections we will have the staff present</p> <p>19 the photography and the maps.</p> <p>10:05AM 20 MR. TATE: Mr. Chair, may I ask is there</p> <p>21 anybody signed up to speak for this particular</p> <p>22 case other than the applicant?</p> <p>23 MR. BRISKE: No.</p> <p>24 MR. TATE: If there's no one -- if there's</p> <p>10:06AM 25 no one that is signed up to speak for or</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>75</p> <p>1 recommendation based on that.</p> <p>2 MR. SLAUGHTER: All right, sir.</p> <p>3 (Motion by Mr. Tate.)</p> <p>4 MR. TATE: Mr. Chair, I move that this</p> <p>10:08AM 5 Board find and approve the applicant's request</p> <p>6 for rezoning and that both the applicant and</p> <p>7 the Planning Board are in support of the</p> <p>8 staff's Findings-of-Fact.</p> <p>9 MR. GOODLOE: Second.</p> <p>10:08AM 10 MR. BRISKE: We have a motion and a second</p> <p>11 to approve. Is there any other discussion on</p> <p>12 the matter?</p> <p>13 All right. All those in favor, say aye.</p> <p>14 (Board members vote.)</p> <p>10:08AM 15 MR. BRISKE: Opposed?</p> <p>16 (None.)</p> <p>17 MR. BRISKE: The motion carries</p> <p>18 unanimously.</p> <p>19 (The motion carries unanimously.)</p> <p>10:08AM 20 MR. BRISKE: Sir, we're going to make a</p> <p>21 recommendation to the Commissioners to</p> <p>22 approve. They will have the final decision.</p> <p>23 MR. SLAUGHTER: Thank you, very much.</p> <p>24 MR. BRISKE: We're going to go ahead and</p> <p>10:08AM 25 move into our next case. And just for the</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p>74</p> <p>1 against this and the applicant agrees with</p> <p>2 staff's Findings-of-Fact, can we move this to</p> <p>3 a vote?</p> <p>4 MR. BRISKE: We've done that in the past,</p> <p>10:06AM 5 yes.</p> <p>6 Juan, we'll have him sworn in, please.</p> <p>7 (Derrell Slaughter sworn.)</p> <p>8 MR. BRISKE: Good morning, sir. Would you</p> <p>9 state your name and address for the record?</p> <p>10:06AM 10 MR. SLAUGHTER: Derrel F. Slaughter, 985</p> <p>11 East Royce Street, Pensacola, Florida.</p> <p>12 MR. BRISKE: Thank you. You may say what</p> <p>13 you wish.</p> <p>14 MR. SLAUGHTER: This is Peggy, my support</p> <p>10:07AM 15 person.</p> <p>16 MR. BRISKE: Yes, sir.</p> <p>17 What Mr. Tate was recommending is that if</p> <p>18 you are in agreement with the County's</p> <p>19 findings --</p> <p>10:07AM 20 MR. SLAUGHTER: I am in agreement with</p> <p>21 what we read, yes.</p> <p>22 MR. BRISKE: So at this point instead of</p> <p>23 going through everything, which is a very</p> <p>24 lengthy process, we don't have anyone signed</p> <p>10:07AM 25 up to speak against it, so we can make a</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>76</p> <p>1 benefit of the members of the public, if the</p> <p>2 applicant and the staff are in agreement and</p> <p>3 there's no opposition from members of the</p> <p>10:09AM 4 public, we can do an expedited forum where the</p> <p>5 applicant just accepts the Findings-of-Fact</p> <p>6 and we can move on. That's what we've done in</p> <p>7 this case because everyone was in agreement.</p> <p>8 (Case Z-2013-18 concluded. The transcript</p> <p>9 continues on Page 77.)</p> <p>10 * * *</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>

Planning Board-Rezoning

5. B.

Meeting Date: 10/07/2013
CASE : Z-2013-18
APPLICANT: Derrel Slaughter, Owner
ADDRESS: 6100 Mobile Hwy
PROPERTY REF. NO.: 39-1S-31-4412-000-001; 39-1S-31-4413-000-000
MU-U, Mixed Use
FUTURE LAND USE: Urban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 11/07/2013

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-3/C-1, One-Family and Two-Family District, (cumulative) Medium Density and Retail Commercial District (cumulative) (25 du/acre)

TO: C-1, Retail Commercial District (cumulative) (25 du/acre)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the

efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to C-1 **is consistent** with the intent and purpose of Future Land Use category Mixed Use Urban, as stated in CPP FLU 1.3.1. The current future land use category allows for various commercial operations which are prevalent within the area of the subject property. The request to C-1 is consistent with FLU 1.5.3 due to the fact the parcel will be using the existing public roads, utilities and service infrastructure.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcels front along Mobile Highway, a principal arterial roadway, which are within one-quarter mile of an arterial/arterial intersection therefore meeting the locational criteria set forth in LDC section 7.20.05. Mobile Highway is a commercial corridor, which is currently zoned C-1. The parcels are currently split zoned and granting the amendment would remove split zoned parcels, making them consistent with the surrounding uses and zoning.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts C-1, C-2, R-3 and R-5. The parcels are located in an area where existing commercial development has already been established, therefore it would be compatible with the surrounding parcels. Buffering standards will apply where the parcel abuts residential uses or zoning.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found **no changed conditions** that would impact the amendment or property(s).

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils were **not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

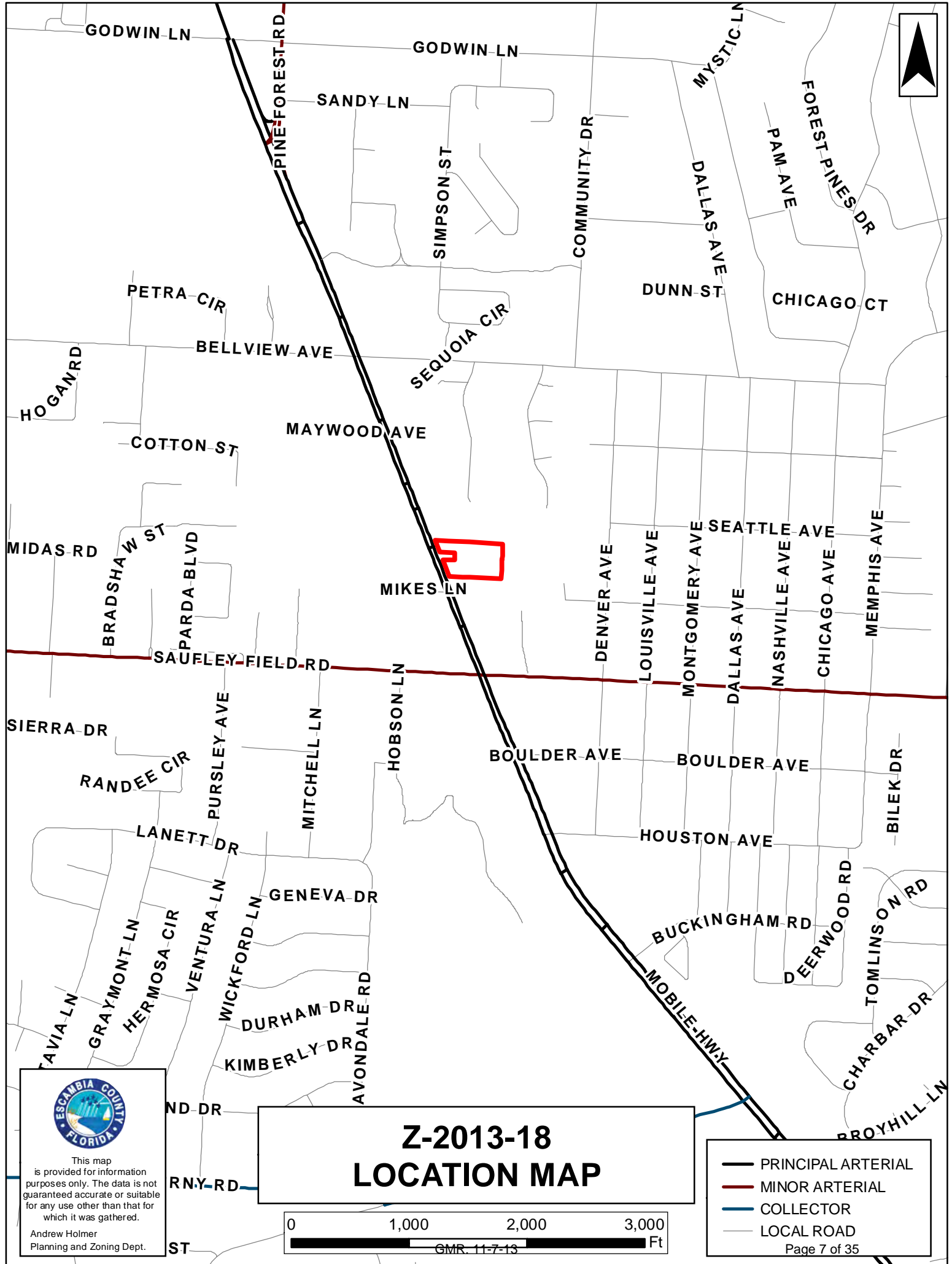
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

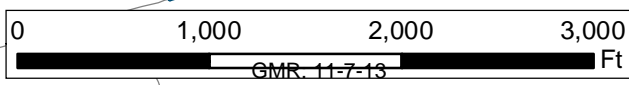
The proposed amendment **would** result in a logical and orderly development pattern due to the fact that the parcels have road frontage on an arterial roadway. The request to rezone to C-1 in its entirety will support the commercial pattern in the general vicinity.

Attachments

Z-2013-18



Z-2013-18 LOCATION MAP

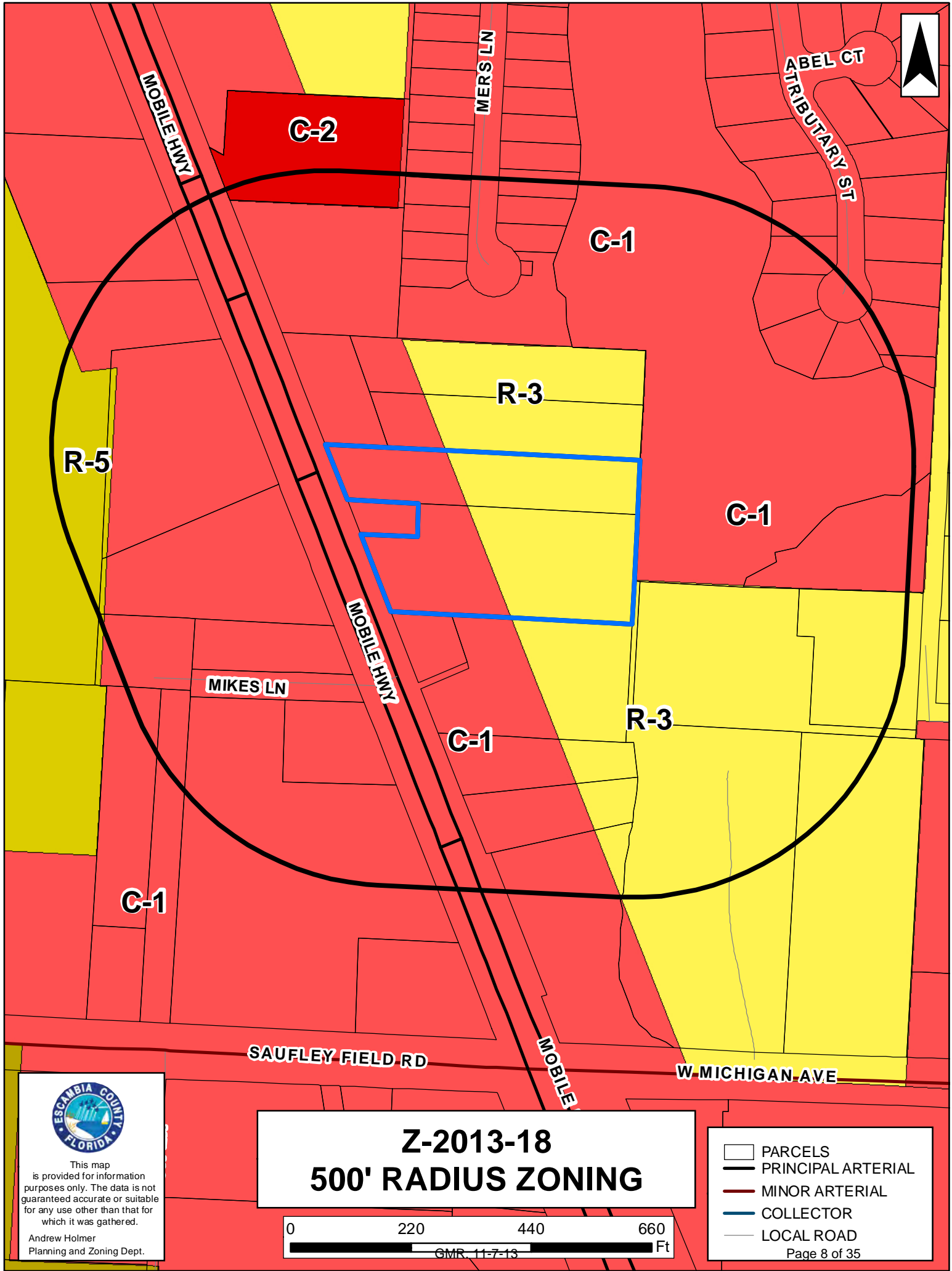


- PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
- Page 7 of 35



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



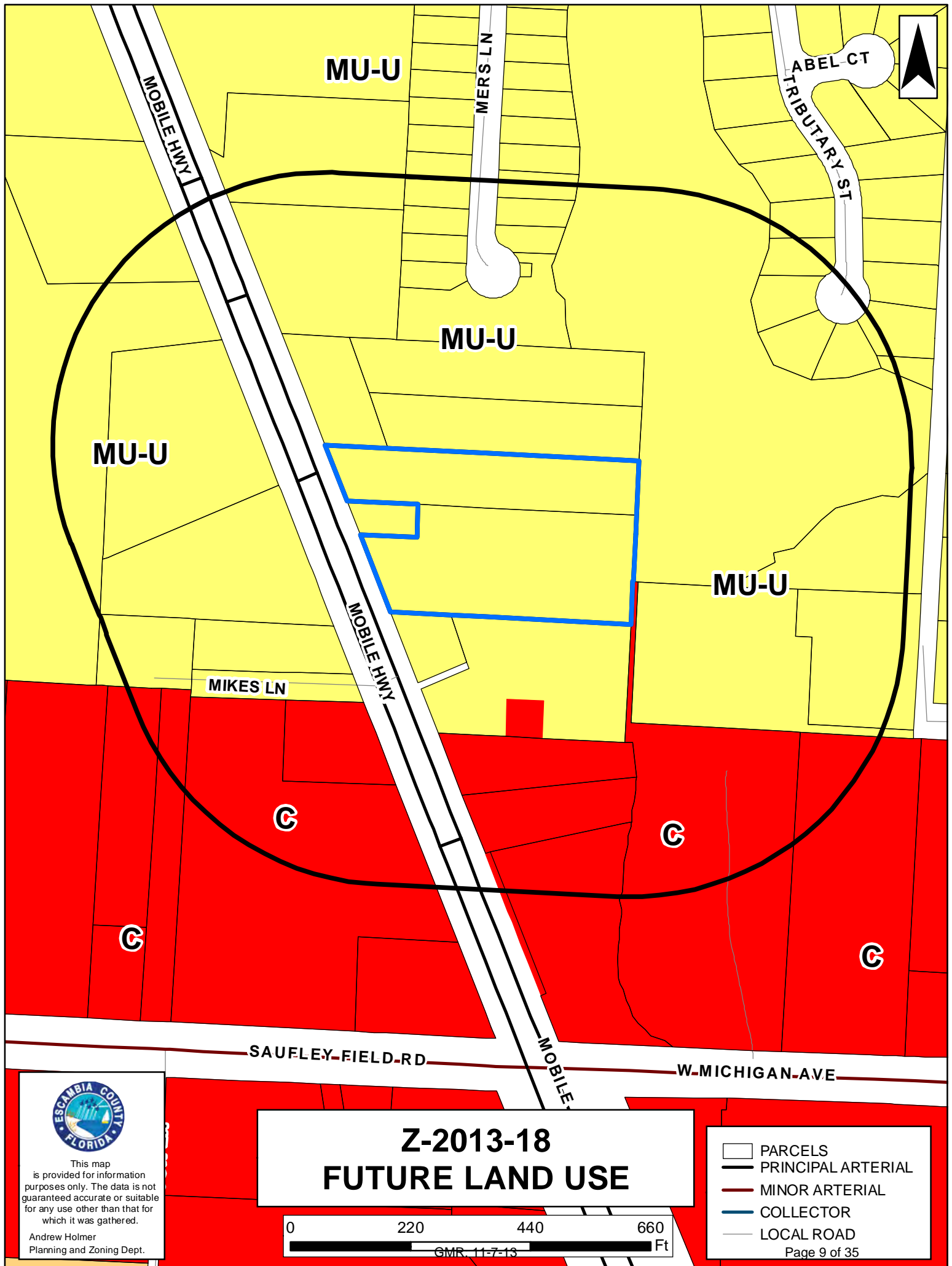
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-18 500' RADIUS ZONING

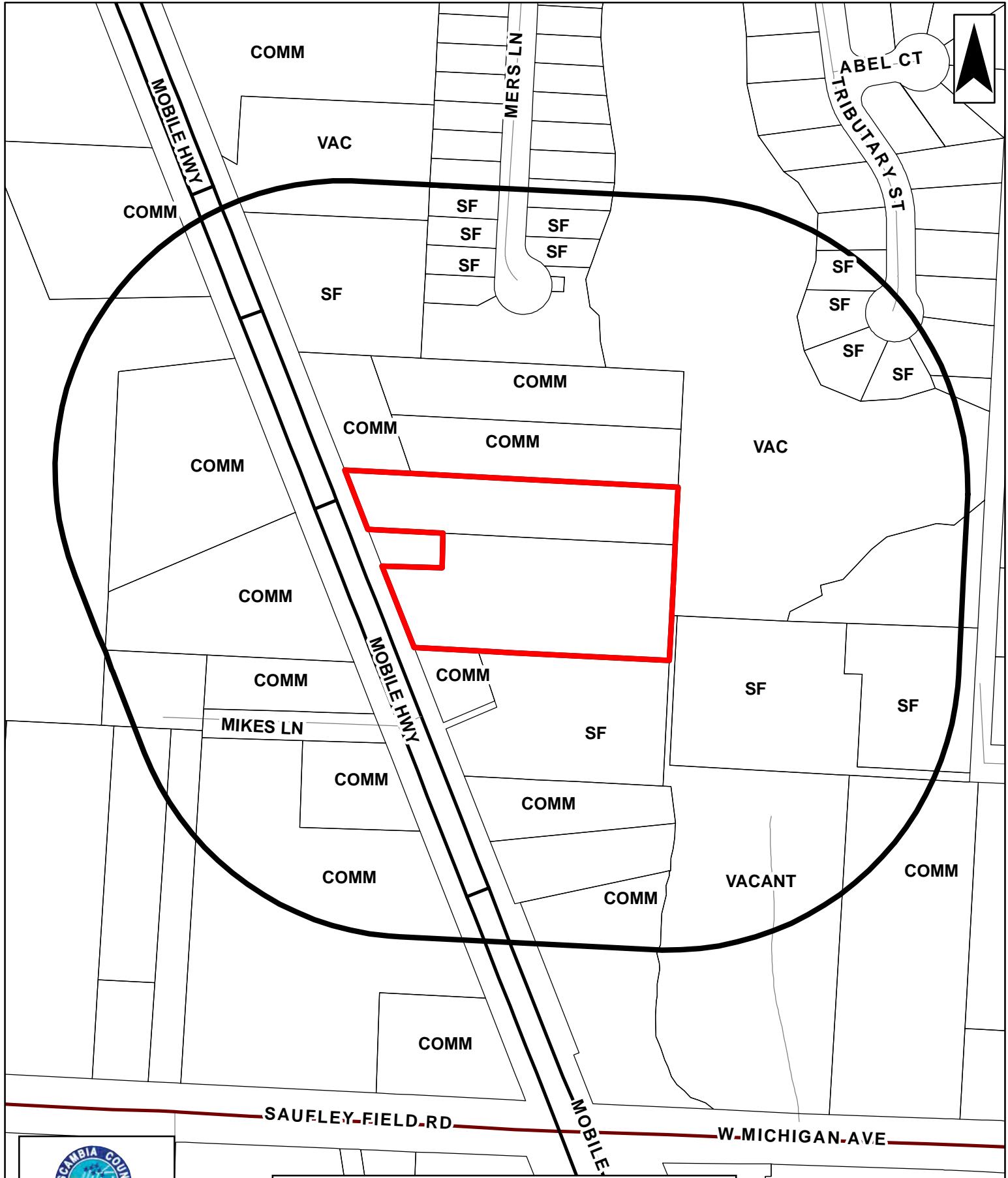
0 220 440 660
Ft
GMR 11-7-13

- PARCELS
 - PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
- Page 8 of 35



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

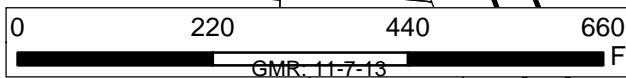
Andrew Holmer
Planning and Zoning Dept.



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-18 EXISTING LAND USE



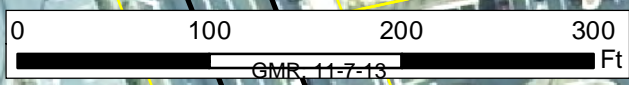
- PARCELS
 - PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
- Page 10 of 35



MOBILE HWY

MIKES LN

Z-2013-18 AERIAL MAP



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

GMR 11-7-13



Public Notice Sign





Looking at the north parcel



Looking north in front of the
parcels along Mobile Hwy



Looking northwest from subject parcel



Looking west across Mobile
Hwy from subject parcels



Looking southwest from parcels



Looking south along Mobile Hwy



Looking northeast at adjoining parcel

Escambia County Zoning Board of Appeals

Zoning Fee Waiver Request

Tax ID# 09-2008-000; 09-2009-000; 09-2007-000

The request is made for the following reasons:

We are appealing the legislative zoning of the above mentioned property.

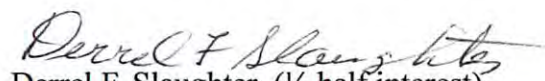
Property was originally purchased as a commercial investment. Owners were never informed of zoning and had no opportunity to oppose such zoning at that time.

Current zoning renders the rear portion of the property "landlocked".

Property has been on the market for 10+ years. Current zoning is deterring sale of property.

Owners do not feel they should have to pay exorbitant fees required for rezoning. Property taxes already paid on said property exceed \$50,000 of "free money" to the County. Any further request for fees amounts to extortion.


Respectfully



Derrel F. Slaughter (½ half interest)
985 Royce Street
Pensacola, FL 32503

(850) 418-3414

August 22, 2013

Completed zoning application


Janet Slaughter (¼ interest)


Germaine York (¼ interest)



FEE WAIVER REQUEST FORM

The Board of County Commissioners have determined that it is in the best interest of the public to waive certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing for low income individuals and families. Upon request, the County Administrator may grant, to qualified applicants, a waiver of the fees approved by Resolution 2010-107. An approved fee waiver request shall expire after twelve (12) months.

The County Administrator shall only grant waivers to the following qualified applicants. Please check the box next to the appropriate statement that applies to your request.

- ☐ Individuals and families with an annual gross income at or below 30% of the median income for Escambia County. **RETIRED**
- ☐ Non-profit organizations that will develop and provide affordable housing for individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

Property Owner/Non-profit Organization Name: **DERREL F. SLAUGHTER (1/2), JANET SLAUGHTER (1/4)**
GERMAINE YORK (1/4)

Please list the address(es) and Property Reference Number(s) for the property(s):

6100 MOBILE HWY

39 -15- 31- 4412- 000- 001

Please indicate which application fee this request is for and the amount: **SEE ATTACHED**

Please attach the following required supporting documents to this request form:

- a. All applicants must submit sufficient evidence of ownership or control of the property that is the subject of the development project for which the waiver is sought.
- b. All applicants must submit a copy of their federal income tax returns for the previous two years.
- c. All applicants must submit sufficient evidence that at least 30% of the total housing units produced from the development project will be sold or rented to, or occupied by, individuals and families with annual gross incomes at or below 30% of the median income for Escambia County.
- d. For projects that will provide rental housing, applicants shall also submit a schedule of rental rates for each unit by size.

FOR INTERNAL OFFICE USE ONLY

The applicant is a qualified applicant. ☐ YES ☐ NO

The applicant provided all required supporting documents. ☐ YES ☐ NO

Therefore; this fee waiver request for _____
Type of application

is hereby _____ on this _____ day of _____, 20_____.

T. Lloyd Kerr, AICP
Director, Development Services Department

8/2012

*Applicant paid fee -
indicated they did not
wish to pursue fee waiver
at this time*

*at can
8/26/13*



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:	<input type="checkbox"/> Conditional Use Request for: _____
<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Variance Request for: _____
<input type="checkbox"/> Development Order Extension	<input type="checkbox"/> Rezoning Request from: <u>C-1/R3</u> to: <u>C-1</u>

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: DERRELE SLAUGHTER, JANET SLAUGHTER, GERMAINE YORK Phone: 850-418-3414

Address: SEE ATTACHED Email: _____

☒ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 6100 MOBILE HIGHWAY, PENSACOLA FL

Property Reference Number(s)/Legal Description: 391531-4412-000-001 ; 391531-4412-000-000
391531-4413-000-000

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Janet Slaughter
Signature of Owner/Agent

JANET SLAUGHTER
Printed Name Owner/Agent

8-26-13
Date

Germaine York
Signature of Owner

Germaine York
Printed Name of Owner

8-26-13
Date

Derrel F Slaughter
Signature of Owner

DERREL F SLAUGHTER
Printed Name of Owner

8-26-13
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26th day of August 2013,
by Janet Slaughter and Germaine York and Derrel Slaughter

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: all 3 FL DL

Judy Howery
Signature of Notary
(notary seal must be affixed)

Judy Howery
Printed Name of Notary



FOR OFFICE USE ONLY	CASE NUMBER: <u>2-2013-18</u>
Meeting Date(s): <u>PB Oct 7; BCC 11/7</u>	Accepted/Verified by: <u>A. Can</u>
Fees Paid: \$ <u>1925⁰⁰</u>	Receipt #: _____ Permit #: <u>PRZ 130800018</u>

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

JANET SLAUGHTER
5930 HERMITAGE DR
PENSACOLA FL. 32504

GERMAINE YORK
322 N. SUNSET BLVD
GULF BREEZE FL 32561

DERREL F. SLAUGHTER
985 ROYCE ST.
PENSACOLA FL 32503



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2013-18

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 391531-4412-000-001; 391531-4412-000-000

Property Address: 6100 MOBILE HWY

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- The necessary facilities or services are in place at the time a development permit is issued.
- A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 26th DAY OF AUGUST, YEAR OF 2013.

Derrel F. Slaughter
Signature of Property Owner

DERREL F. SLAUGHTER
Printed Name of Property Owner

8-26-2013
Date

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 6100 MOBILE HIGHWAY,

Florida, property reference number(s) 391531-4412-000-001; 391531-4412-000-000

I hereby designate DERREL F. SLAUGHTER ³⁹¹⁵³¹⁻⁴⁴¹³⁻⁰⁰⁰⁻⁰⁰⁰ for the sole purpose of completing this application and making a presentation to the:

- ☒ Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- ☐ Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Janet Slaughter
Signature of Property Owner

JANET SLAUGHTER
Printed Name of Property Owner

8-26-13
Date

Germaine York
Signature of Property Owner

Germaine York
Printed Name of Property Owner

8-26-13
Date

STATE OF Florida COUNTY OF Escambia

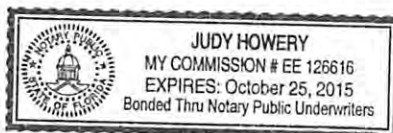
The foregoing instrument was acknowledged before me this 26th day of August 2013,
by Janet Slaughter and Germaine York

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: both FL DL

Judy Howery
Signature of Notary

Judy Howery
Printed Name of Notary

(Notary Seal)





JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

Tax Record


 Account Number
1 of 1

Last Update: 4/3/2013 9:59:09 AM CDT

Details

Tax Record

Print View
 Legal Desc.
 Appraiser Data →
 Tax Payment
 Payment History
 Print Tax Bill **NEW!**

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
09-2008-000	REAL ESTATE	2012
Mailing Address SLAUGHTER DERREL F 2/4 INT SLAUGHTER JANET N TRUSTEE 322 N SUNSET BLVD GULF BREEZE FL 32561		Property Address 6100 MOBILE HWY GEO Number 391S31-4412-000-001

Searches

Account Number

GEO Number
 Owner Name
 Property Address
 Mailing Address

Exempt Amount	Taxable Value
See Below	See Below
Exemption Detail NO EXEMPTIONS Legal Description (click for full description) 391S31-4412-000-001 6100 MOBILE HWY FOREMAN SAM A JR TRUSTEES FOR YORK GERMAIN M TRUST 1/4 INT BEG AT INTER OF S LI OF SEC & E R/W LI OF H/W NWLY ALG H/W 648 5/10 FT E PARL TO S LI OF SEC 363 6/10 FT N PARL TO E LI OF See Tax Roll For Extra Legal	Millage Code 06 Escrow Code

Site Functions

Welcome
 Property Taxes
 Local Business

Tax

Feedback
 County Login
 Home

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	76,950	0	\$76,950	\$536.76
PUBLIC SCHOOLS					
By Local Board	2.2480	76,950	0	\$76,950	\$172.98
By State Law	5.5100	76,950	0	\$76,950	\$423.99
SHERIFF	0.6850	76,950	0	\$76,950	\$52.71
WATER MANAGEMENT	0.0400	76,950	0	\$76,950	\$3.06
Total Millage		15.4585	Total Taxes	\$1,189.52	

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$11.06
Total Assessments		\$11.06
Taxes & Assessments		\$1,200.58
If Paid By		Amount Due
		\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/14/2012	PAYMENT	9820458.0002	2012	\$1,152.56

Prior Year Taxes Due
NO DELINQUENT TAXES



JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

Tax Record

Account Number
1 of 1

Last Update: 4/3/2013 9:58:42 AM CDT

Details

Tax Record

- Print View
- Legal Desc.
- Appraiser Data →
- Tax Payment
- Payment History
- Print Tax Bill **NEW!**

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
09-2009-000	REAL ESTATE	2012
Mailing Address SLAUGHTER DERREL F 2/4 INT SLAUGHTER JANET N TRUSTEE 322 N SUNSET BLVD GULF BREEZE FL 32561		Property Address 0 MOBILE HWY GEO Number 391S31-4413-000-000

Searches

Account Number

- GEO Number
- Owner Name
- Property Address
- Mailing Address

Exempt Amount	Taxable Value
See Below	See Below
Exemption Detail NO EXEMPTIONS	Millage Code 06
Legal Description (click for full description) 391S31-4413-000-000 0 MOBILE HWY FOREMAN SAM A JR TRUSTEES FOR YORK GERMAIN M TRUST 1/4 INT BEG AT INTER OF S LI OF SEC AND E R/W OF HWY NLY ALG HWY 648 5/10 FT E 363 6/10 FT N 417 2/10 FT FOR POB CONT SAME COURSE See Tax Roll For Extra Legal	

Site Functions

- Welcome
- Property Taxes
- Local Business
- Tax
- Feedback
- County Login
- Home

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	44,270	0	\$44,270	\$308.81
PUBLIC SCHOOLS					
By Local Board	2.2480	44,270	0	\$44,270	\$99.52
By State Law	5.5100	44,270	0	\$44,270	\$243.93
SHERIFF	0.6850	44,270	0	\$44,270	\$30.32
WATER MANAGEMENT	0.0400	44,270	0	\$44,270	\$1.77
Total Millage		15.4585	Total Taxes		\$684.35

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$11.03
Total Assessments		\$11.03
Taxes & Assessments		\$695.38

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/14/2012	PAYMENT	9820458.0001	2012	\$667.56

Prior Year Taxes Due
NO DELINQUENT TAXES

1

OWNER'S FORM

Plant #
(1015*)

SCHEDULE A
CONTINUATION PAGE 1

Agent/Branch #
(1010*T-61152-C)

Policy Number: 243479

Beginning at the intersection of South line of Section 39, Township 1 South, Range 31 West, with the East right of way line of U.S. Highway No. 90, thence run Northwesterly along East line of said right of way a distance of 648.5 feet, thence run Easterly at an angle of 86°45' a distance of 363.6 feet, thence run Northerly parallel to the East line of said Section a distance of 417.2 feet, thence run Westerly parallel to the South line of said Section to the East right of way line of U.S. Highway 90 for the Point of Beginning of this description, thence run Easterly along line last traversed a distance of 130 feet, thence run Southerly parallel to the East line of said Section a distance of 60 feet, thence run Westerly parallel to the South line of said Section to the East right of way line of U.S. Highway No. 90, thence run Northerly along the East right of way of said highway to the Point of Beginning, all lying and being in Section 39, Township 1 South, Range 31 West, Less property filed in Deed Book 496, Page 658.

Warranty Deed executed by CAROLYN A. POWELL to MICHAEL L. GUTTMAN AND SUSAN T. GUTTMAN, HUSBAND AND WIFE, AS TO 1/4 INTEREST, DERREL SLAUGHTER, AS TO A 1/4 INTEREST, JANET SLAUGHTER, AS TO A 1/4 INTEREST and GERMAINE YORK, AS TO 1/4 INTEREST., dated October 28, 1992 and filed October 30, 1992 @ 4:30 pm, as Clerk's File Number 998270 in Official Records Book 3263 at Page 324 of the Public Records of Escambia County, Florida.

NOTE: This policy consists of insert pages labeled Schedules A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

☐ Original

☐ Home Office Copy

☐ Agent's Copy

☐ Plant Copy
Page 29 of 35

FUND OWNER'S FORM

SCHEDULE A

Policy or

Guarantee No.: OP-653189 Effective Date: March 9, 1986

Member's File Reference: L-6474

at 7:00 P.M.

Amount of Insurance: \$45,000.00

1. Name of Insured:

D. F. SLAUGHTER and JANET SLAUGHTER, Husband and Wife, GERMAINE YORK, and MICHAEL GUTTMANN

2. The estate or interest in the land described herein and which is covered by this policy or guarantee is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 2170, Page 733, of the Public Records of Escambia County, Florida.

3. The land referred to in this policy or guarantee is described as follows:

Begin at intersection of South line of Section and East right-of-way line of Highway; Northerly along highway 648.5 feet; East 363.6 feet; North 417.2 feet for Point of Beginning; continue same course 100 Feet; West parallel to South line of Section to Highway; Southerly along highway 109 feet more or less to a Point West of Point of Beginning; East to Point of Beginning, Deed Book 303, Page 587, Section 39, Township 1 South, Range 31 West, Escambia County, Florida.

ISSUED BY

W. A. SWANN, JR.

(Attorney or Firm of Attorneys)

1358

MEMBER NO.

ATTORNEY-MEMBER'S SIGNATURE

P.O. Box 17687

(Mailing Address)

Pensacola

(City)

Florida, 32522

(Zip)

2

ATS FILE #27985

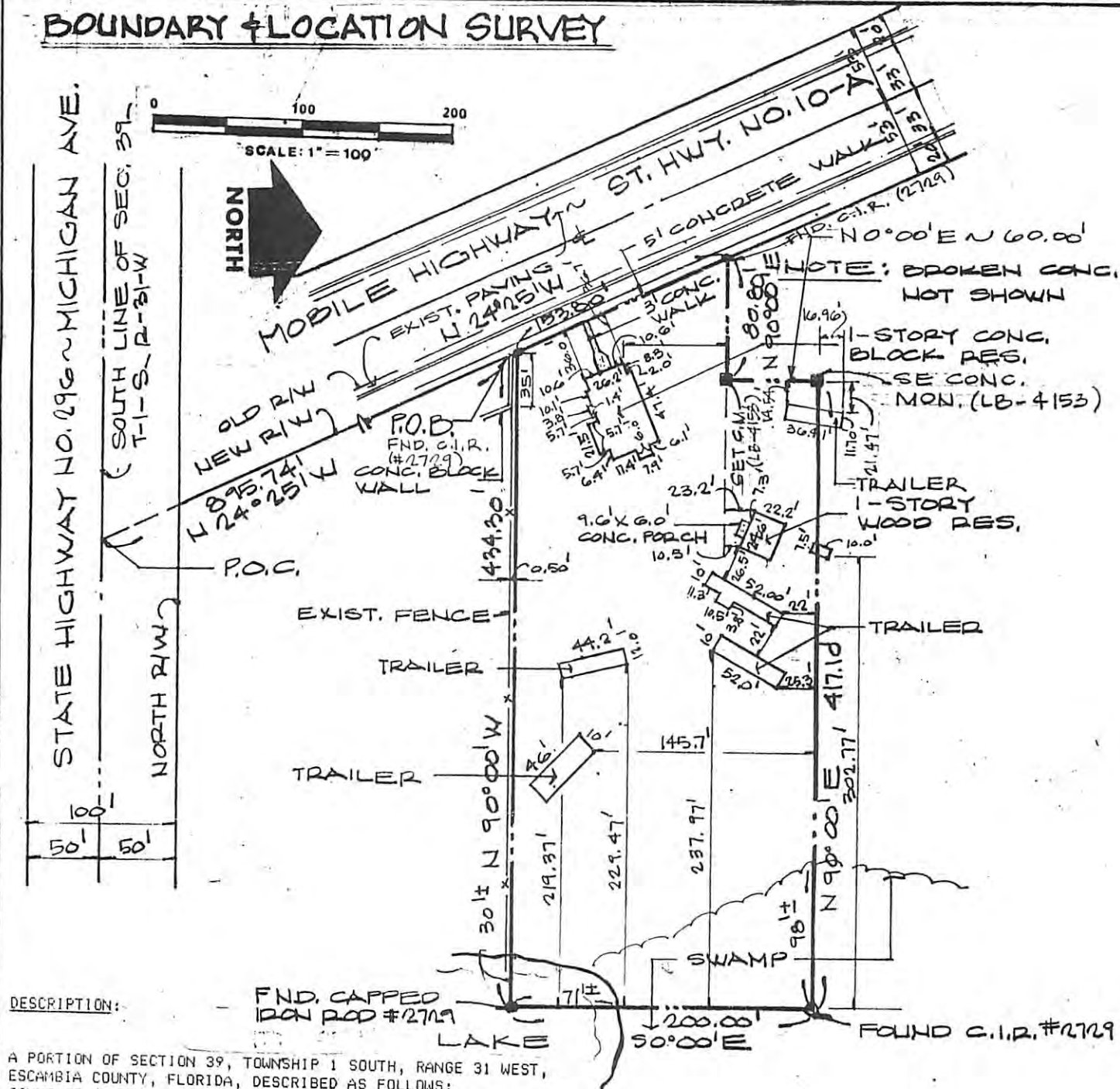
EXHIBIT "A FUND COMMITMENT NO. C-807583

A PORTION OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 39 WITH THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 90 (106 FOOT RIGHT-OF-WAY); THENCE NORTH $24^{\circ}25'$ WEST, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 895.74 FEET TO AN IRON ROD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH $24^{\circ}25'$ WEST, ALONG SAID RIGHT-OF-WAY LINE 153.8 FEET, THENCE NORTH $90^{\circ}00'$ EAST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 80.8 FEET TO AN IRON PIPE; THENCE NORTH $0^{\circ}00'$ EAST, PARALLEL TO THE EAST LINE OF SAID SECTION, A DISTANCE OF 60 FEET TO AN IRON ROD; THENCE NORTH $90^{\circ}00'$ EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 417.1 FEET; THENCE SOUTH $0^{\circ}00'$ EAST PARALLEL TO THE EAST LINE OF SAID SECTION 200.0 FEET; THENCE NORTH $90^{\circ}00'$ WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 134.3 FEET TO THE POINT OF BEGINNING.



9909 COVE AVENUE
POST OFFICE BOX 7097, PENSACOLA, FLORIDA, 32514, (904) 478 - 8783

BOUNDARY & LOCATION SURVEY



DESCRIPTION:

A PORTION OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 39 WITH THE EAST RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 90 (S.R. NO. 10-A) (106' R/W); THENCE NORTH 24 25' WEST ALONG SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 895.74 FEET TO AN IRON ROD FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 24 25' WEST ALONG SAID RIGHT-OF-WAY LINE 153.80 FEET; THENCE NORTH 90 00' EAST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 30.80 FEET TO AN IRON PIPE; THENCE NORTH 0 00' EAST, PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 60.00 FEET TO AN IRON ROD; THENCE NORTH 90 00' EAST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 417.10 FEET; THENCE SOUTH 0 00' EAST, PARALLEL TO THE EAST LINE OF SAID SECTION 200.00 FEET; THENCE NORTH 90 00' WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 434.30 FEET TO THE POINT OF BEGINNING.

LEGEND / ABBREVIATIONS:

P.O.C. DENOTES POINTS OF COMMENCEMENT; P.O.B. DENOTES POINT OF BEGINNING; P.C. DENOTES POINT OF CURVATURE; P.T. DENOTES POINT OF TANGENCY; P.C.C. DENOTES POINT OF COMPOUND CURVATURES; P.R.C. DENOTES POINT OF REVERSE CURVATURE; P.I. DENOTES POINT OF INTERSECTION; C.D. DENOTES CHORD; CB DENOTES CHORD BEARING; R DENOTES RADIAL POINT; M.C.P. DENOTES NON-RADIAL; R DENOTES RADIAL ON TANGENT; L DENOTES LENGTH OF ARC; DENOTES DELTA ANGLE; T DENOTES TANGENT; C DENOTES CHORD; CB DENOTES CHORD BEARING; M.O.M. DENOTES MEAN OF MAXIMUM; S.B.L. DENOTES BUILDING SETBACK LINE; R/W DENOTES RIGHT-OF-WAY LINE; N.O.M. MAY LINE; DENOTES CENTERLINE; P.R.M. DENOTES PERMANENT REFERENCE POINT; C.D. DENOTES CHORD; CB DENOTES CHORD BEARING; DENOTES CAPPED IRON ROD; I.R. DENOTES IRON ROD; DENOTES EXIST. DENOTES EXISTING; CONC. DENOTES CONCRETE; SEC. DENOTES SECOND; DENOTES CONSTRUCTION; DENOTES CONSTRUCTION; DENOTES DEED BOOK; O.R. DENOTES ORIGINAL RECORD.

DESCRIPTION: SEE ABOVE

ESCAMBIA COUNTY, STATE OF FLORIDA.
SEC. 39 TWP. 1-S RGE. 31-W RECORDED - BOOK - PAGE -
DATE 10-16-90 SCALE 1"=100' FIELD BOOK - PAGE 71
BEARING BASIS EASTERLY NEW R/W LINE OF MOBILE HWY. (N 24° 25' 11" W)
INFORMATION SOURCE: OWNERS DEED AND PUBLIC RECORDS

REQUESTED BY: D. F. SLAUGHTER JOB NUMBER 3411
DATE OF FIELD WORK _____ ENCROACHMENTS AS SHOWN

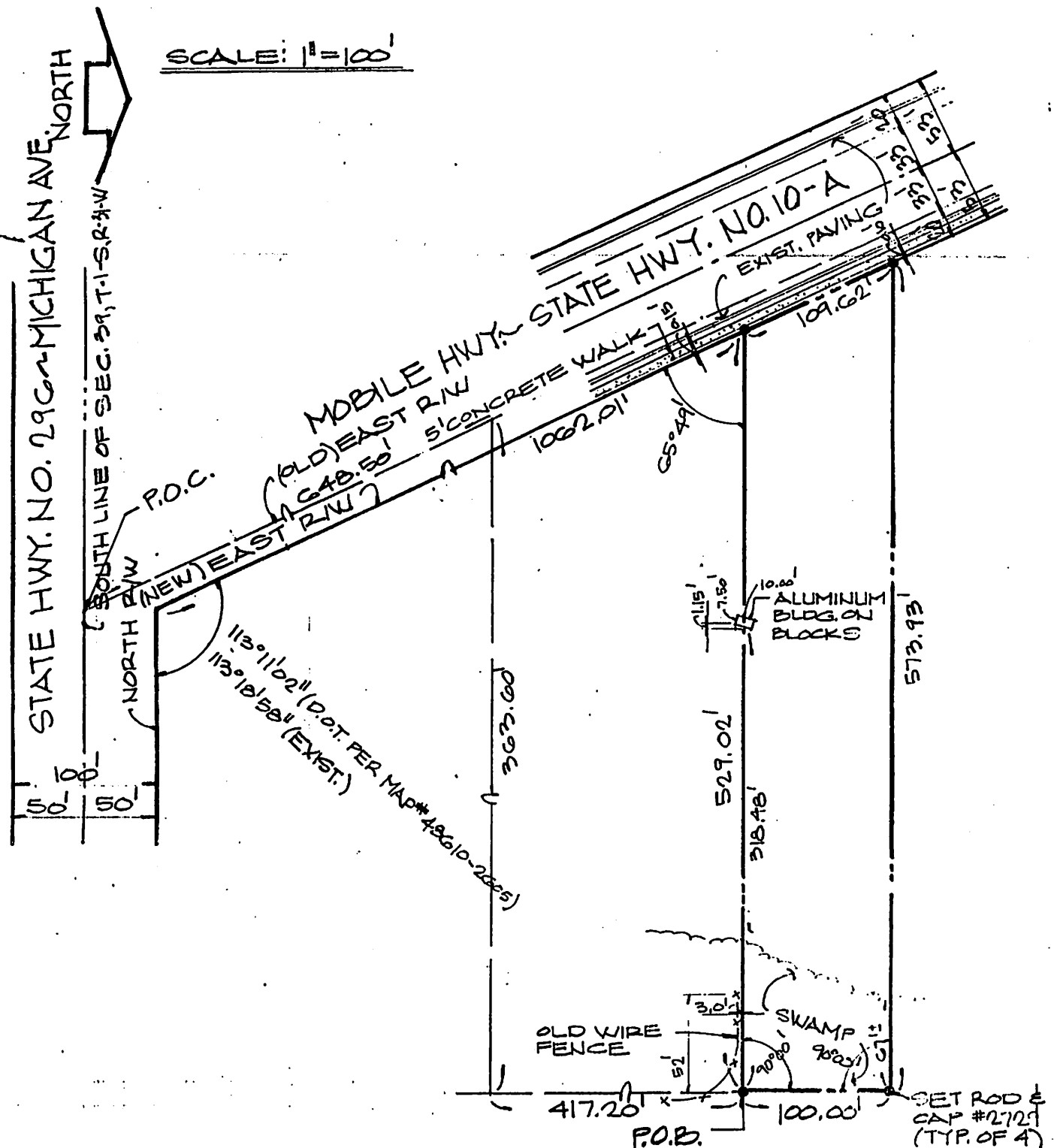
I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
REGISTERED SURVEYOR NUMBER 2729, STATE OF FLORIDA

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL



P. O. BOX 7097, PENSACOLA, FLORIDA 32514

INFORMATION SOURCE - OWNERS DEEDS & PUBLIC RECORDS



ESCAMBIA COUNTY, STATE OF FLORIDA

REQUESTED BY MR. CLYDE LASSEN JOB NO. 2000

REGISTERED SURVEYOR NO. 2729 STATE OF FLORIDA



**Not Valid Unless Sealed
With An Embossed Seal.**



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **588054**

Date Issued. : 08/26/2013

Cashier ID : LALOWE

Application No. : PRZ130800018

Project Name : Z-2013-18

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	4599	\$1,925.00	App ID : PRZ130800018
		\$1,925.00	Total Check

Received From : DERRELL SLAUGHTER

Total Receipt Amount : **\$1,925.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ130800018	680413	2,002.00	\$0.00	6100 MOBILE HWY, PENSACOLA, FL, 32526

Total Amount : 2,002.00

\$0.00 Balance Due on this/these
Application(s) as of 9/24/2013



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 10-7-23

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-18

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against _____

*Name: DERREL SLAUGHTER Applicant

*Address: 985 ROYCE ST. *City, State, Zip: PENSACOLA FL 32503

Email Address: dfslaughter1@yahoo.com Phone: 850 418 3414

Please indicate if you:

- ☒ would like to be notified of any further action related to the public hearing item.
☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

Z-2013-19

PLANNING BOARD REZONING HEARINGS - OCTOBER 7, 2013

<p>1 * * *</p> <p>2 CASE NO: Z-2013-19</p> <p>3 Applicant: Randall and Mary Susan Goad, Owners</p> <p>4 Address: 3219 Stefani Road</p> <p>5 From: VR-1, Villages Rural Residential Districts, Gross Density (one du/four acres)</p> <p>6</p> <p>7 To: V-1, Villages Single-Family Residential District, Gross Density (one du/acre)</p> <p>8</p> <p>9</p> <hr/> <p>10:09AM 10 MR. BRISKE: Our next case is Case</p> <p>11 Z-2013-19. The applicant is Randall and Mary</p> <p>12 Susan Goad, owners, 3219 Stefani Road. This</p> <p>13 is from a VR-1, Villages Rural Residential, to</p> <p>14 a V-1, Villages Single-Family.</p> <p>10:09AM 15 Members of the Planning Board, has there</p> <p>16 been any ex parte communication between you</p> <p>17 and the applicant, agents, attorneys,</p> <p>18 witnesses, fellow Planning Board members or</p> <p>19 anyone from the public prior to this hearing?</p> <p>10:09AM 20 Have you visited the subject property? And</p> <p>21 also disclose if you are a relative or</p> <p>22 business associate of the applicant or any of</p> <p>23 the parties involved.</p> <p>24 Ms. Hightower?</p> <p>10:09AM 25 MS. HIGHTOWER: No, to all the above.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>77</p> <p>1 I did previous. Is there anybody signed up to</p> <p>2 speak?</p> <p>3 MR. BRISKE: Just the applicant. Is there</p> <p>4 anyone else in the audience that wishes to</p> <p>10:10AM 5 speak on this case? Hearing none.</p> <p>6 Mr. Tate.</p> <p>7 MR. TATE: If the applicant is in</p> <p>8 agreement with staff's Findings-of-Fact, and</p> <p>9 it appears that they're all favorable, then I</p> <p>10:10AM 10 would ask if we could go ahead and make a</p> <p>11 motion on this without getting into the --</p> <p>12 MR. BRISKE: Let's go ahead and get him</p> <p>13 sworn in. Sir, if you will raise your right</p> <p>14 hand.</p> <p>10:11AM 15 (Randall Wayne Goad sworn.)</p> <p>16 MR. BRISKE: Sir, your name and address</p> <p>17 for the record, please.</p> <p>18 MR. GOAD: My name is Randall Wayne Goad</p> <p>19 and I live at 3219 Stefani Road, Cantonment,</p> <p>10:11AM 20 Florida.</p> <p>21 MR. BRISKE: Did you receive a copy of the</p> <p>22 staff's Findings-of-Fact?</p> <p>23 MR. GOAD: Yes, sir, I did.</p> <p>24 MR. BRISKE: Do you understand that you</p> <p>10:11AM 25 have the burden of proving those facts are</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> <p>79</p>
<p>78</p> <p>1 MR. GOODLOE: No to all.</p> <p>2 MR. WOODWARD: No to all.</p> <p>3 MR. BRISKE: The Chairman. No to all.</p> <p>4 MR. TATE: No to all.</p> <p>10:10AM 5 MR. WINGATE: No.</p> <p>6 MR. BRISKE: You didn't visit the site or</p> <p>7 anything?</p> <p>8 MR. WINGATE: I viewed the site. No</p> <p>9 communication with the owner.</p> <p>10:10AM 10 MR. BRISKE: Thank you, sir.</p> <p>11 Staff, was notice of the hearing sent to</p> <p>12 all interested parties?</p> <p>13 MS. CAIN: Yes, it was.</p> <p>14 MR. BRISKE: Was that hearing notice also</p> <p>10:10AM 15 posted on the property?</p> <p>16 MS. CAIN: Yes, it was.</p> <p>17 MR. BRISKE: Sir, if there's no objection</p> <p>18 we'll have them present the maps and the</p> <p>19 photography and then we'll get you sworn in</p> <p>10:10AM 20 here in just a second.</p> <p>21 (Presentation of Maps and Photography.)</p> <p>22 MS. CAIN: This is the location map</p> <p>23 showing the site on Stefani Road.</p> <p>24 MR. TATE: Mr. Chair, before we get deep</p> <p>10:10AM 25 into this, I'm going to ask the same thing as</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>80</p> <p>1 correct?</p> <p>2 MR. GOAD: Yes, sir.</p> <p>3 MR. BRISKE: Mr. Tate is saying that we</p> <p>4 can fast track this. If you're in agreement</p> <p>10:11AM 5 with the staff's findings, we don't have</p> <p>6 anyone here that's opposing the rezoning, so</p> <p>7 you can elect to just accept those findings</p> <p>8 and then we can move forward here.</p> <p>9 MR. GOAD: Yes sir, I would like to accept</p> <p>10:11AM 10 those findings and thank you to the Board and</p> <p>11 staff for allowing me to request the zoning</p> <p>12 change.</p> <p>13 MR. BRISKE: Thank you, sir.</p> <p>14 Mr. Tate.</p> <p>10:11AM 15 (Motion by Mr. Tate.)</p> <p>16 MR. TATE: Mr. Chair, I move that this</p> <p>17 Board forward to the Board of County</p> <p>18 Commissioners for Z-2013-19 from VR-1 to V-1,</p> <p>19 supporting staff's Findings-of-Fact as the</p> <p>10:12AM 20 relevant portions and approve this.</p> <p>21 MR. GOODLOE: Second.</p> <p>22 MR. BRISKE: A motion and a second. Any</p> <p>23 discussion? All those in favor, say aye.</p> <p>24 (Board members vote.)</p> <p>10:12AM 25 MR. BRISKE: Opposed?</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>

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1 (None.)

2 MR. BRISKE: The motion carries

3 unanimously.

4 (Motion carries unanimously.)

10:12AM 5 MR. BRISKE: This is a recommendation to
6 the County Commissioners. They have the final
7 say in the matter, but that will be coming up
8 at their next meeting on November 7th. That
9 will be the final decision at their meeting.

10:12AM 10 MR. GOAD: I understand. Thank you.

11 MR. BRISKE: Thank you, sir.

12 MR. GOAD: You're welcome.

13 MR. BRISKE: Is there any other business
14 for the quasi-judicial hearing? All right.

10:12AM 15 Hearing none, then we are adjourned and we
16 will go immediately into the regular Planning
17 Board meeting for October 7, 2013.

18 (The quasi-judicial proceedings concluded
19 at 10:15 a.m.)

10:13AM 20

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TAYLOR REPORTING SERVICES, INCORPORATED

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1 CERTIFICATE OF REPORTER

2

3 STATE OF FLORIDA

4 COUNTY OF ESCAMBIA

5

6 I, LINDA V. CROWE, Court Reporter and
7 Notary Public at Large in and for the State of
8 Florida, hereby certify that the foregoing Pages 2
9 through 81 both inclusive, comprise a full, true, and
10 correct transcript of the proceeding; that said
11 proceeding was taken by me stenographically, and
12 transcribed by me as it now appears; that I am not a
13 relative or employee or attorney or counsel of the
14 parties, or relative or employee of such attorney or
15 counsel, nor am I interested in this proceeding or
16 its outcome.

17 IN WITNESS WHEREOF, I have hereunto set my
18 hand and affixed my official seal on 17th day of
19 October 2013.

20

21

22 LINDA V. CROWE, COURT REPORTER

23 Notary Public - State of Florida

24 My Commission No.: EE 860695

25 My Commission Expires: 02-05-2017

TAYLOR REPORTING SERVICES, INCORPORATED

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Planning Board-Rezoning

5. C.

Meeting Date: 10/07/2013
CASE : Z-2013-19
APPLICANT: Randall & Mary Susan Goad, Owner
ADDRESS: 3219 Stefani Rd
PROPERTY REF. NO.: 38-1N-31-4301-000-000
MU-S, Mixed Use
FUTURE LAND USE: Suburban
DISTRICT: 5
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 11/07/2013

SUBMISSION DATA:

REQUESTED REZONING:

FROM: VR-1, Villages Rural Residential District (gross Density 1 du/4 acres)

TO: V-1, Villages Single Family Residential District (Gross Density 1 du/acre)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities

located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to V-1 **is consistent** with the intent and purpose of Future Land Use category Mixed Use Suburban as stated in CPP FLU 1.3.1. The Land Use Category allows for residential and non residential uses, which is compatible with existing uses in the area. As stated in FLU 1.5.3, the parcel will continue to use the existing public road, utilities and services that are existing in the area.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code because the village's single family residential district is intended for single family residential uses characterized by urban land development patterns with varying densities. Southeast and north of the subject parcel are parcels zoned V-1 with the majority of lots being 1 (+/-) acres in size.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts V-1, VR-1, VR-2 and V-5. There are ten vacant parcels and thirteen single family parcels. Residential developments are already established in the area with lot sizes comparable to the proposed amendment to V-1.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

The parcels to the north that are currently zoned V-1 were approved a rezoning from VR-1 to V-1 in 2007.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils were **not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

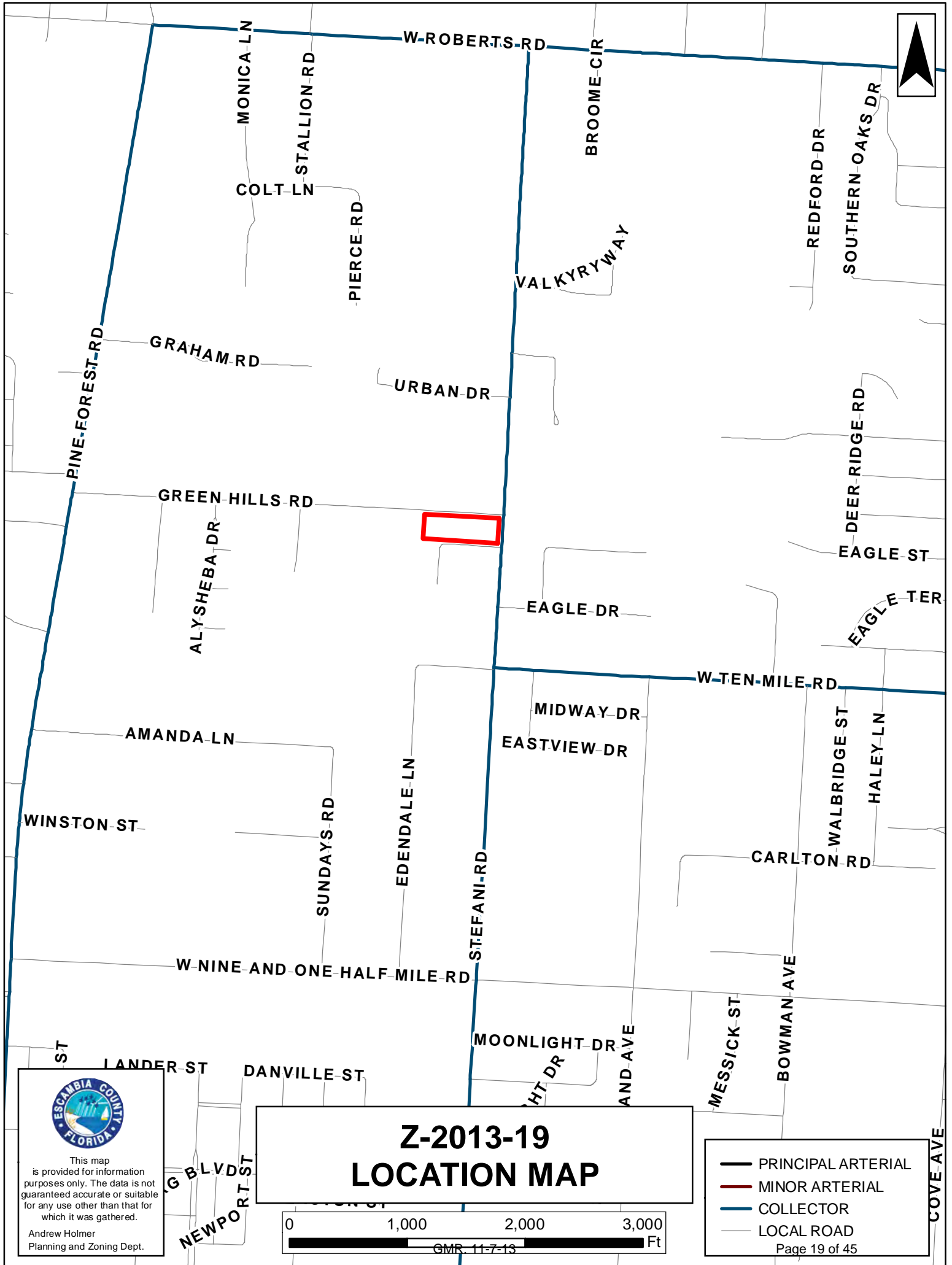
CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

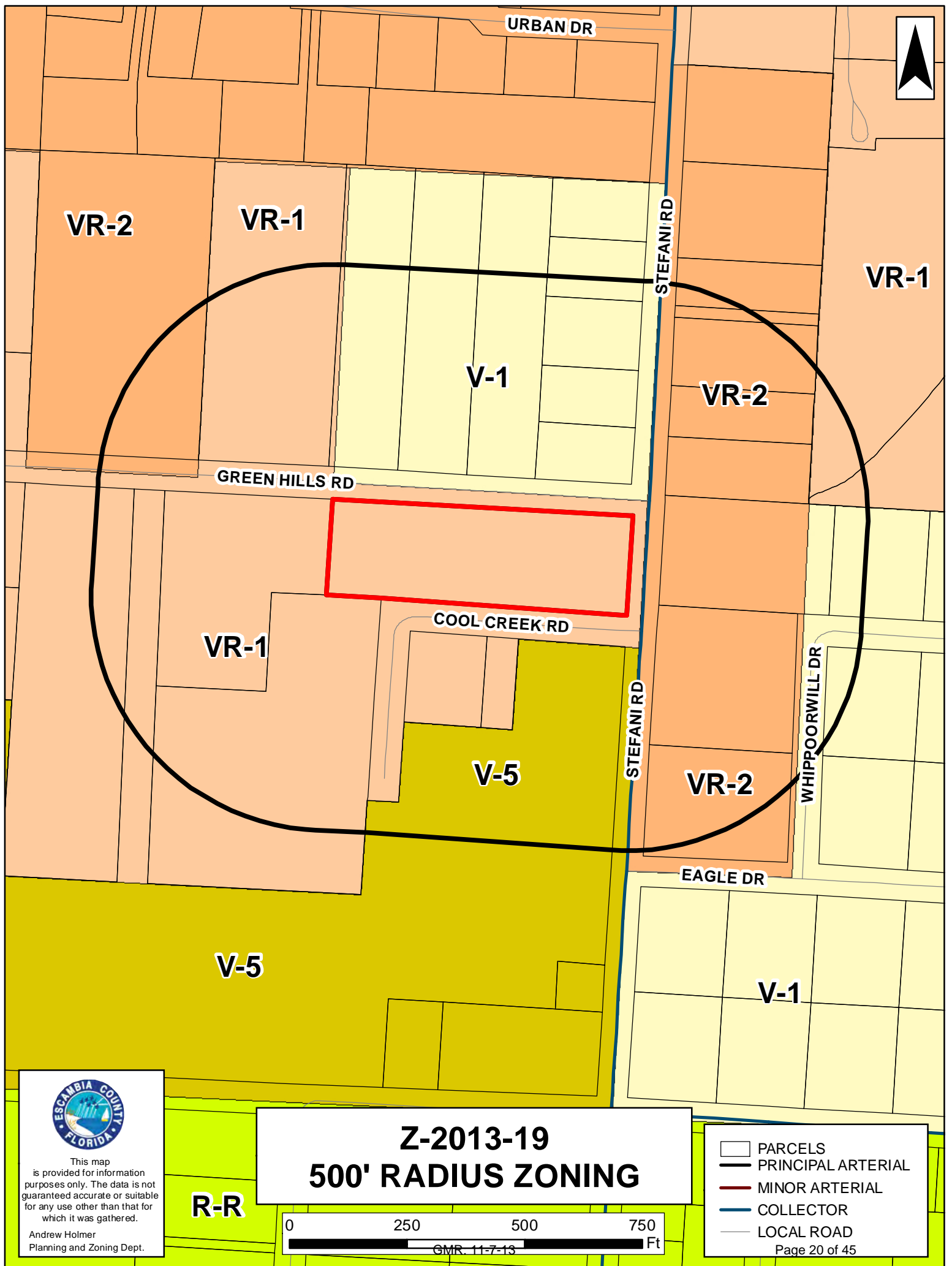
FINDINGS

The proposed amendment **would** result in a logical and orderly development pattern due to the fact that the majority of the parcels with the 500' radius are 1.5 acres or less in size and are currently residential or vacant. Outside the radius there are parcels zoned V-1 which are 1 acre or less.



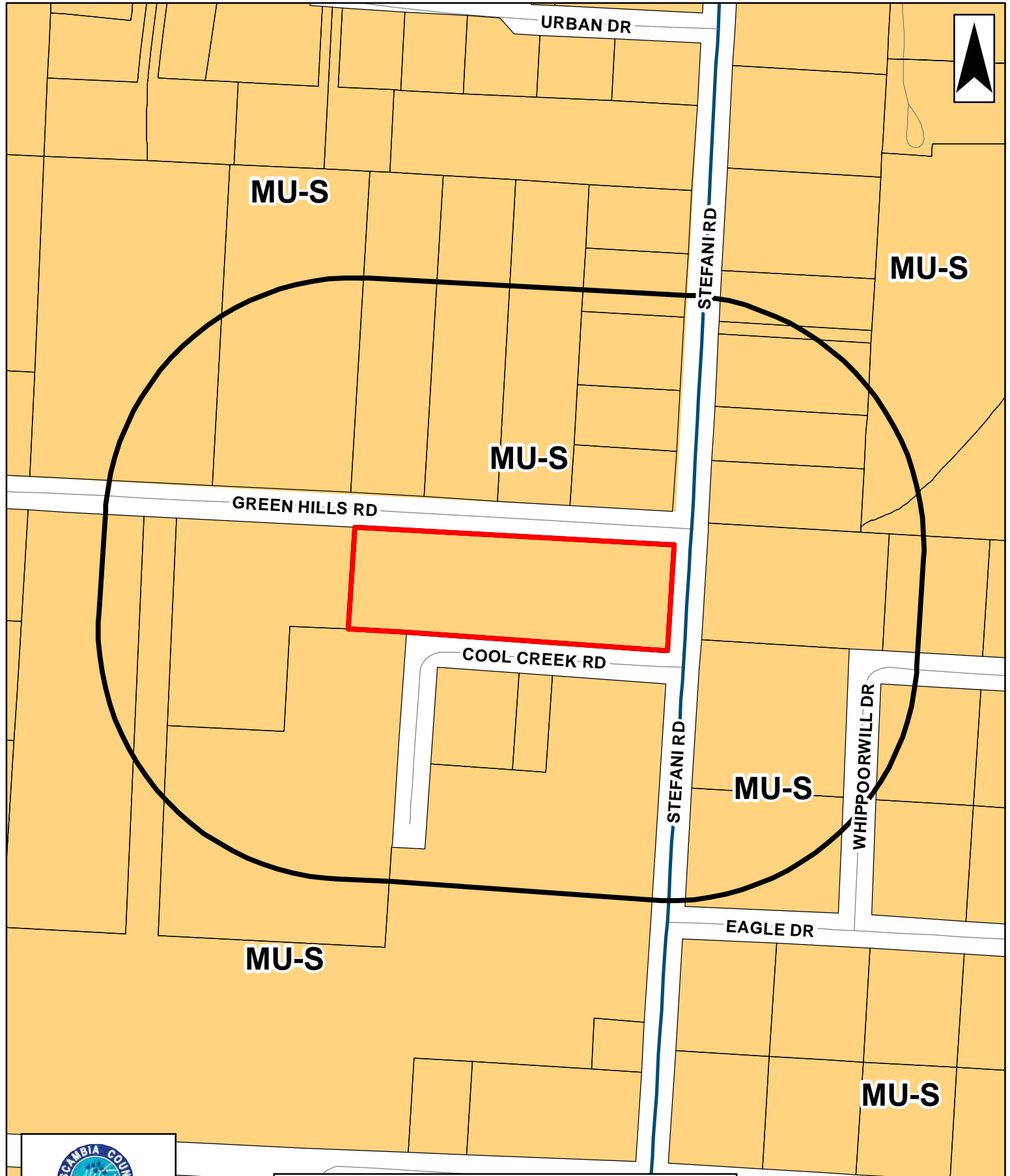
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Andrew Holmer
Planning and Zoning Dept.



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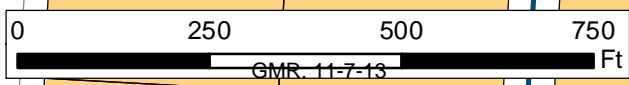
Andrew Holmer
Planning and Zoning Dept.



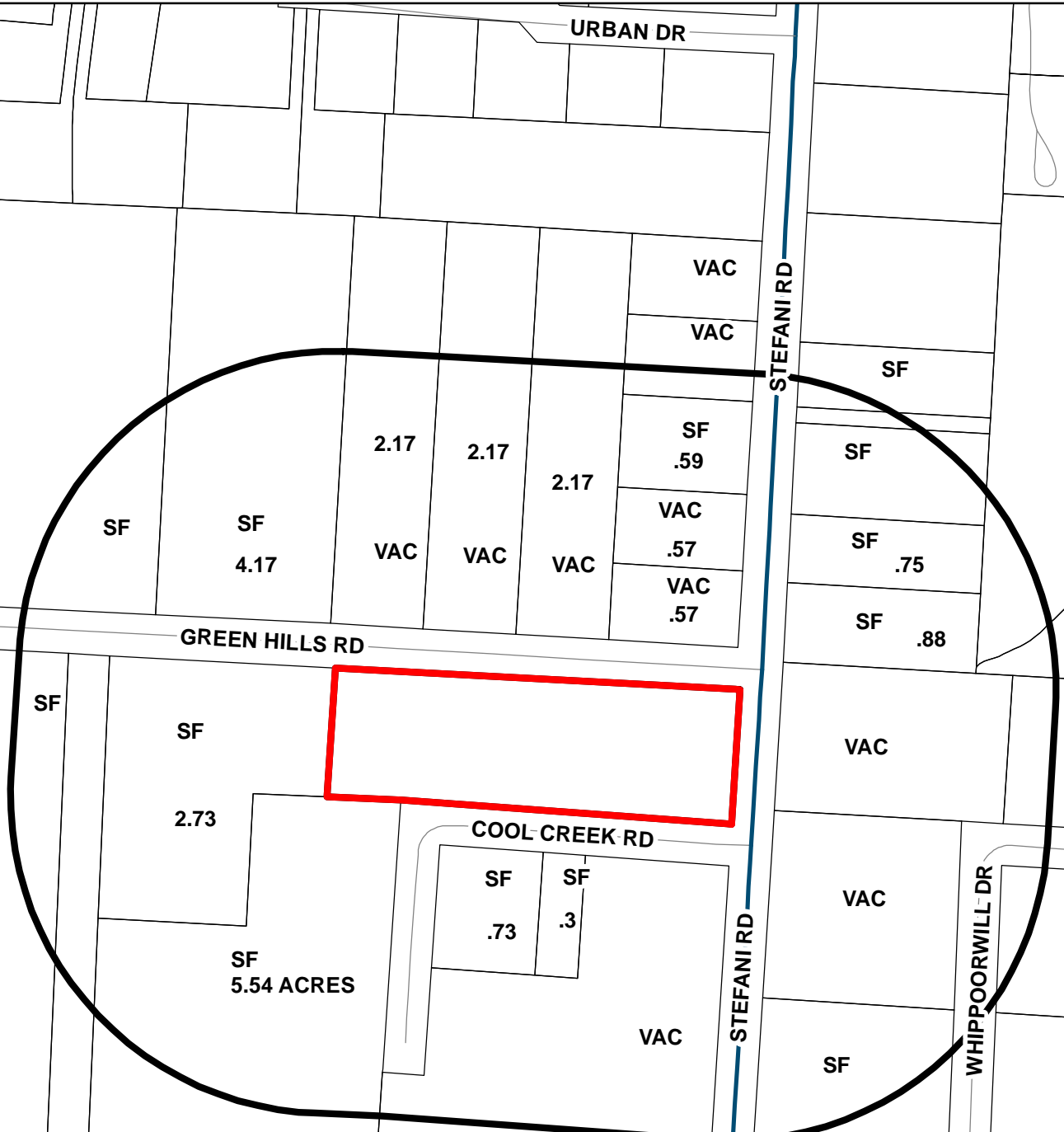
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Andrew Holmer
Planning and Zoning Dept.

Z-2013-19 FUTURE LAND USE



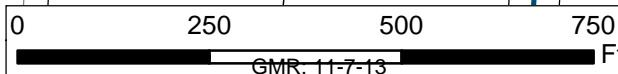
- PARCELS
 - PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
- Page 21 of 45



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-19 EXISTING LAND USE



GMR. 11-7-13

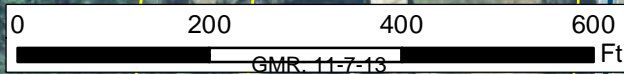
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



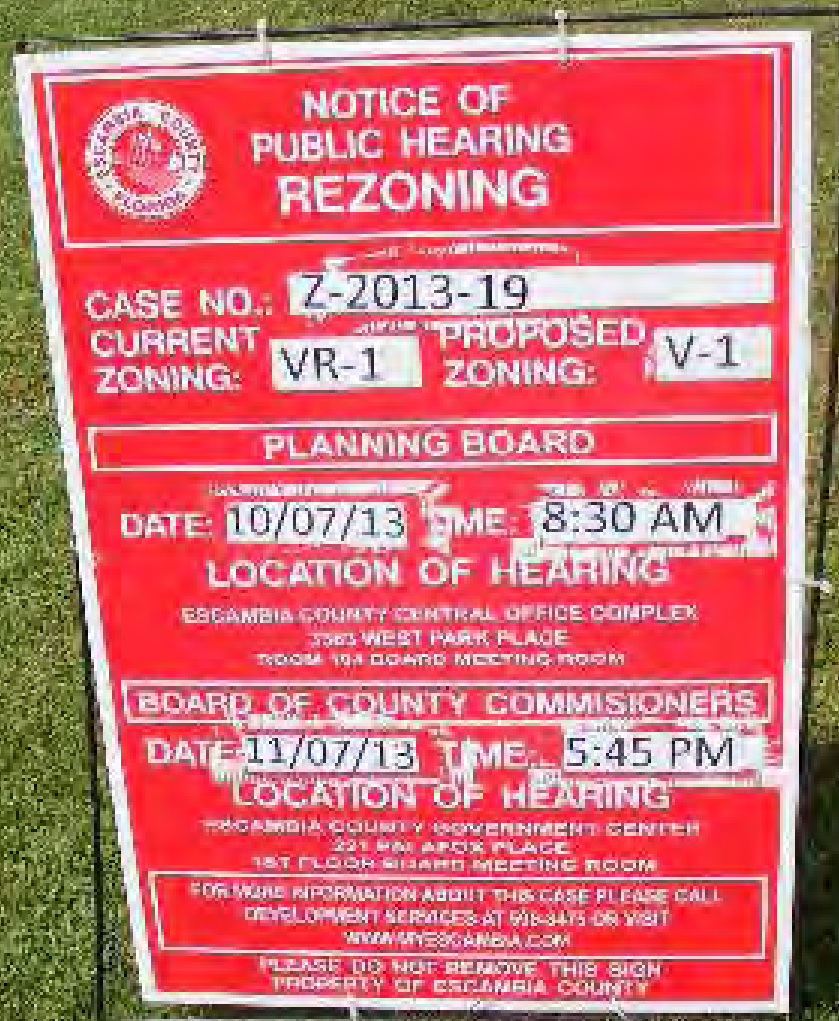
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-19 AERIAL MAP



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



Public Notice Sign



Subject parcel



Subject parcel





Looking north from
subject parcel





View from Cool Creek Rd
toward Stefani Rd




Looking north from rear of
subject parcel



Looking south onto subject
parcel from Green Hills Rd





Looking south onto
subject parcel from Green
Hills Rd

Randall Wayne Goad and Mary Susan Goad
3219 Stefani Rd
Cantonment, Florida 32533
Phone 850-324-9586
Email RWGoad@gmail.com

Sept. 3rd 2013

Attn:

Development Services Department

Rezoning Application Request , VR-1 to V-1
Property Reference No. 38-1N-31-4301-000-000

Consistency With Comprehensive Plan:

The requested zoning change will maintain the current land use compatible with current and future trends. The current utilities, streets, drainage and driveway connections, etc. will remain undisturbed. All of which are adequate and well maintained.

Consistency With Code :

The requested code change will maintain compliance with existing residential land development codes.

Compatibility With Surrounding Uses :

The property rezoning will comply with surrounding neighboring properties of single family homes, many of which are on smaller lots with the same zoning as requested.

Developmental Patterns :

The requested zoning change will allow for desired future development to be accomplished while maintaining orderly housing patterns.

Thank you for your consideration of our zoning change request.



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: VR-1 to: V-1

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Randall Wayne Goad - Mary Susan Goad Phone: 850-324-9586

Address: 3219 Stefani Rd Cantonment, FL 32533 Email: RWGoad@gmail.com

☐ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 3219 Sefani Rd Cantonment, FL 32533

Property Reference Number(s)/Legal Description: 38-1N-31-4301-000-000

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Randall Wayne Goad
Signature of Owner/Agent

Randall Wayne Goad
Printed Name Owner/Agent

09-03-13
Date

Mary Susan Goad
Signature of Owner

Mary Susan Goad
Printed Name of Owner

09-03-13
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____.

Personally Known ☐ OR Produced Identification ☐ . Type of Identification Produced: _____

Signature of Notary
(notary seal must be affixed)

Printed Name of Notary

FOR OFFICE USE ONLY

CASE NUMBER: Z-2013-19

Meeting Date(s): PB - 10/17; BCC 11/7 Accepted/Verified by: A Cami Date: 8/4/13

Fees Paid: \$ _____ Receipt #: _____ Permit #: PRZ 130900019

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2013-19

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 38-1N-31-4301-000-000

Property Address: 3219 Sefani Rd Cantonment, FL 32533

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- The necessary facilities or services are in place at the time a development permit is issued.
- A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 3rd DAY OF September, YEAR OF 2013.

Randall Wayne Goad
Signature of Property Owner

Randall Wayne Goad
Printed Name of Property Owner

09-03-13
Date

Mary Susan Goad
Signature of Property Owner

Mary Susan Goad
Printed Name of Property Owner

09-03-13
Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE: _____

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Florida, property reference number(s) _____

I hereby designate _____ for the sole purpose
of completing this application and making a presentation to the:

- ☐ Planning Board and the Board of County Commissioners to request a rezoning on the above
referenced property.
- ☐ Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____ the year of,
_____, and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development
Services Bureau.

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Signature of Property Owner

Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____,
by _____.

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary

Printed Name of Notary

(Notary Seal)



APPLICATION
ATTACHMENTS CHECKLIST

- ☒ 1. For BOA, original letter of request, typed or written in blue ink & **must** include the reason for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).
- _____ 2. Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required)
- _____ 3. Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)
- _____ 4. Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)
- _____ 5. Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.
- _____ 6. Legal Description of Property Street Address / Property Reference Number
- _____ 7. a. Rezoning: Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.
b. ☒ BOA: Site Plan drawn to scale.
- ☒ 8. For Rezoning requests: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.
- _____ 9. Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.
- _____ 10. Application fees. (See Instructions page for amounts) Payment cannot be accepted after **3:00pm**.

Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: _____

Appointment to turn in application: _____

Appointment to receive findings-of-fact: _____

2012

NOTICE OF PROPOSED PROPERTY TAXES
ESCAMBIA COUNTY TAXING AUTHORITIES

Real Property Acct: 114578000
Property Ref No: 38-1N-31-4301-000-000

Location: 3219 STEFANI RD
BEG AT SE COR OF SW1/4 OF
SE1/4 NLY 1078 FT WLY 33 FT
FOR POB CONTINUE WLY 643

GOAD RANDALL WAYNE &
3219 STEFANI RD
CANTONMENT, FL 32533

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year.

The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION.

Each taxing authority may AMEND OR ALTER its proposals at the hearing.

CORRECTED NOTICE

8/20/2012 11:56:50AM

TAXING AUTHORITY TAX INFORMATION								
REAL ESTATE	LAST YEAR'S TAXABLE VALUE (2011)	YOUR FINAL TAX RATE AND TAXES LAST YEAR (2011)		CURRENT TAXABLE VALUE (2012)	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE (2012)		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE (2012)	
Taxing Authority	COLUMN 1	COLUMN 2		COLUMN 3	COLUMN 4		COLUMN 5	
		MILLAGE RATE	TAXES		MILLAGE RATE	TAXES	MILLAGE RATE	TAXES
COUNTY	\$26,564	6.97550	\$185.30	\$99,911	7.17130	\$716.49	6.97550	\$696.93
SCHOOL BY LOCAL BOARD	\$51,564	2.24800	\$115.92	\$99,911	2.31740	\$231.53	2.24800	\$224.60
SCHOOL BY STATE LAW	\$51,564	5.57300	\$287.37	\$99,911	5.74510	\$574.00	5.51000	\$550.51
WATER MANAGEMENT	\$26,564	0.04000	\$1.06	\$99,911	0.04140	\$4.14	0.04000	\$4.00
SHERIFF	\$26,564	0.68500	\$18.20	\$99,911	0.70730	\$70.67	0.68500	\$68.44
TOTAL AD-VALOREM PROPERTY TAXES			\$607.85			\$1,596.83		\$1,544.48

PROPERTY APPRAISER VALUE INFORMATION								
	COUNTY		PUBLIC SCHOOLS		MUNICIPAL		OTHER DISTRICTS	
	2011	2012	2011	2012	2011	2012	2011	2012
MARKET VALUE	\$103,079	\$99,911	\$103,079	\$99,911	\$0	\$0	\$103,079	\$99,911
LESS APPLIED ASSESSMENT REDUCTIONS								
Save Our Homes Benefit	\$26,515	\$0	\$26,515	\$0	\$0	\$0	\$26,515	\$0
Non-Homestead Benefit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Agricultural Classification	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSED VALUE	\$76,564	\$99,911	\$76,564	\$99,911	\$0	\$0	\$76,564	\$99,911
LESS EXEMPTIONS								
First Homestead	\$50,000	\$0	\$25,000	\$0	\$0	\$0	\$50,000	\$0
Add'l Homestead	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Senior Exemption	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Combat Veteran's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TAXABLE VALUE	\$26,564	\$99,911	\$51,564	\$99,911	\$0	\$0	\$26,564	\$99,911

Who to contact if you have questions regarding this notice:	
For questions about the TAX RATE being assessed to your property, please call the appropriate taxing authority below:	
Escambia County	(850) 595-4960
Water Management.....	(850) 539-5999
School Board	(850) 469-6122
City of Pensacola.....	(850) 435-1626
Town of Century	(850) 256-3208

IF YOU FEEL THAT THE MARKET VALUE OF YOUR PROPERTY IS INACCURATE OR DOES NOT REFLECT FAIR MARKET VALUE, OR IF YOU ARE ENTITLED TO AN EXEMPTION OR CLASSIFICATION THAT IS NOT REFLECTED ABOVE, CONTACT YOUR COUNTY APPRAISER AT:

221 Palafox PI Ste 300, Pensacola, FL 32502 (850)434-2735

IF THE PROPERTY APPRAISER'S OFFICE IS UNABLE TO RESOLVE THE MATTER AS TO MARKET VALUE OR CLASSIFICATION OR AN EXEMPTION, YOU MAY FILE A PETITION FOR ADJUSTMENT WITH THE VALUE ADJUSTMENT BOARD. PETITION FORMS ARE AVAILABLE FROM THE CLERK OF CIRCUIT COURT, 221 PALAFOX PLACE SUITE 130 AND MUST BE FILED ON OR BEFORE Sept. 10, 2012

SEE REVERSE SIDE FOR TAXING AUTHORITY INFORMATION AND EXPLANATIONS OF THE COLUMNS ABOVE

Permanent Change of Address

PLEASE PRINT THE INFORMATION BELOW AND RETURN TO:

Chris Jones, CFA

Escambia County Property Appraiser

221 Palafox Place • Suite 300 • Pensacola, FL 32502-5836

Phone 850-434-2735 • Fax 850-435-9526

NAME AS SHOWN ON TAX BILL _____

ACCOUNT NUMBER _____

NEW ADDRESS _____

DO YOU HAVE HOMESTEAD EXEMPTION OR ANY OTHER EXEMPTION ON THIS PROPERTY? YES ☐ NO ☐

PHONE # _____ SIGNATURE _____ DATE _____

The Taxing Authorities which levy property taxes against your property will soon hold **PUBLIC HEARINGS** to adopt budgets and tax rates for the next year. The purpose of the **PUBLIC HEARINGS** is to receive opinions from the general public and to answer questions on the proposed tax change and budget **PRIOR TO TAKING FINAL ACTION**. Each taxing authority may **AMEND OR ALTER** its proposals at the hearing.

Taxing Authority Hearing Information

Taxing Authority	Hearing Location	Date	Time	Phone
COUNTY	BOCC BOARD CHAMBERS	September 11, 2012	5:01 PM	(850) 595-4960
SCHOOL BY LOCAL BOARD	J.E. HALL CENTER - ROOM 160	September 18, 2012	5:01 PM	(850) 469-6122
SCHOOL BY STATE LAW	J.E. HALL CENTER - ROOM 160	September 18, 2012	5:01 PM	(850) 469-6122
SHERIFF	BOCC BOARD CHAMBERS	September 11, 2012	5:01 PM	(850) 595-4960
WATER MANAGEMENT	CRESTVIEW OFFICE	September 13, 2012	5:05 PM	(850) 539-5999

YOUR FINAL TAX BILL MAY CONTAIN NON-AD VALOREM ASSESSMENTS WHICH MAY NOT BE REFLECTED ON THIS NOTICE SUCH AS ASSESSMENTS FOR ROADS, FIRE, GARBAGE, LIGHTING, DRAINAGE, WATER, SEWER OR OTHER GOVERNMENTAL SERVICES AND FACILITIES WHICH MAY BE LEVIED BY YOUR LOCAL COUNTY, CITY OR ANY SPECIAL DISTRICT. PER FLORIDA STATUTES 200.069(10)(a), NON-AD VALOREM ASSESSMENTS ARE NOT REQUIRED TO APPEAR ON THIS NOTICE. IF APPLICABLE, LOCAL GOVERNING BOARDS WILL SEND YOU A SEPARATE NOTICE OF ANY NON-AD VALOREM ASSESSMENTS FOR YOUR PROPERTY.

NOTE: Amounts shown on this form do not reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Explanation of 'TAXING AUTHORITY TAX INFORMATION' section

COLUMN 1 - "LAST YEAR TAXABLE VALUE"

This column shows the prior assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority.

COLUMN 2 - "YOUR FINAL TAX RATE AND TAXES LAST YEAR"

This shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 3 - "CURRENT TAXABLE VALUE"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of Limited Income Senior or the Additional Homestead exemption. Current taxable values are as of January 1, 2012.

COLUMN 4 - "YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE"

This shows what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 5 - "YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE"

This shows what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is not final, and may be amended at the public hearings shown at the top of this notice. The difference between columns 4 and 5 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments

Explanation of 'PROPERTY APPRAISER VALUE INFORMATION' section

MARKET (JUST) VALUE - The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller.

APPLIED ASSESSMENT REDUCTION - Properties can receive an assessment reduction for a number of reasons including the Save Our Homes Benefit and the 10% non-homestead property assessment limitation. Agricultural Classification is not an assessment reduction, it is an assessment determined per Florida Statute 193.461.

ASSESSED VALUE - The value of your property after any "assessment reductions" have been applied. This value may also reflect an agricultural classification. If "assessment reductions" are applied or an agricultural classification is granted, the assessed value could be different for School versus Non-School taxing authorities and for the purpose of calculating taxes.

EXEMPTIONS - Any exemption that impacts your property is listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority.

Taxable Value - The current value to which millages are applied after applying applicable assessment reductions and deducting applicable exemptions.

What is "Save Our Homes"?

Article 7, Section 4, of the Florida Constitution states:

All persons entitled to a homestead exemption under Section 6 of this Article shall have their homestead assessed at just value as of January 1 of the year following the effective date of this amendment. This assessment shall change only as provided herein.

(1) Assessments subject to this provision shall be changed annually on January 1 of each year; but those changes in assessments shall not exceed the lower of the following:

a. Three percent (3%) of the assessment for the prior year

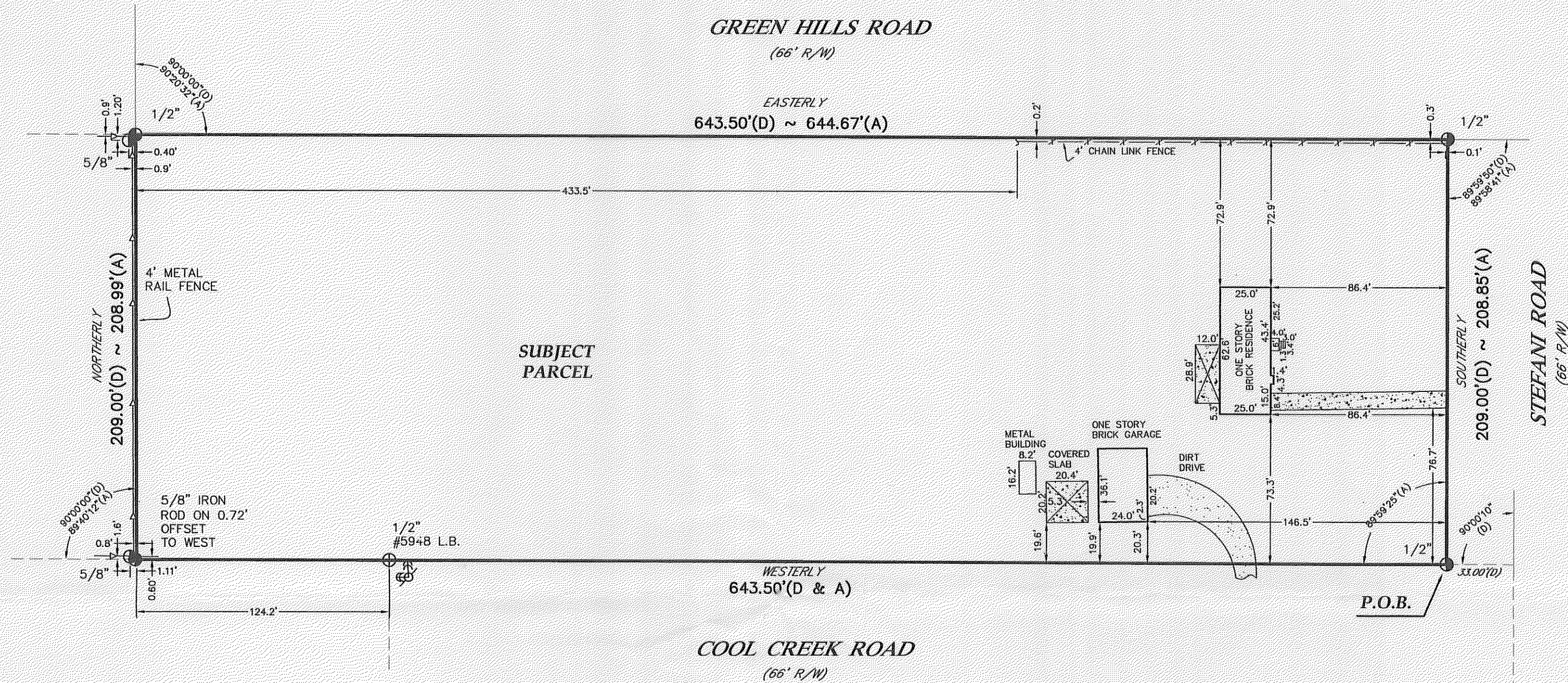
b. The percent change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics

(2) No assessment shall exceed just value

(3) After any change of ownership, as provided by general law, homestead property shall be assessed at just value as of January 1 of the following year. Thereafter, the homestead shall be assessed as provided herein.

BOUNDARY SURVEY

A Portion Of Section 38, Township 1 North, Range 31 West,
County Of Escambia, State Of Florida



LAND DESCRIPTION:
Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 38, Township 1 North, Range 31 West, Escambia County, Florida; thence Northerly along the east line of said Southwest Quarter a distance of 1078 feet; thence Westerly at a deflection angle of 90 degrees 0'10" to the left a distance of 33 feet for the Point of Beginning of this description; thence continue Westerly a distance of 643.50 feet; thence Northerly at a deflection angle of 90 degrees to the right a distance of 209 feet; thence easterly at a deflection angle of 90 degrees to the right a distance of 643.50 feet; thence Southerly at a deflection angle of 89 degrees 59'50" to the right a distance of 209 feet to the Point of Beginning, containing 3.09 acres, more or less. All above described property lying and being in Section 38, Township 1 North, Range 31 West, Escambia County, Florida.

Source of Information: Recorded Deed. Description as furnished by client. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County. Footings, foundations or any other subsurface structures not located. No title work performed by this firm.

Address: 3219 Stefani Road

The address shown hereon is based on information furnished by the client and/or their agents. Said address has not been verified with the U.S. Postal Service. Any certifications shown hereon do not apply or cover the said address.
Basis of Bearings:

I hereby certify to Randall Wayne Goad and Mary Susan Goad, Jubilee Title and Escrow, Inc. and Westcor Land Title Insurance Company that this survey meets the minimum technical standards set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027 Florida Statutes.

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATE

I hereby certify the survey shown hereon meets the minimum technical standards, set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051 and 5J-17.052, Florida Administrative code, pursuant to Section 472.027, Florida Statutes.

Joel C. Walters, R.L.S., No. 4082
State of Florida

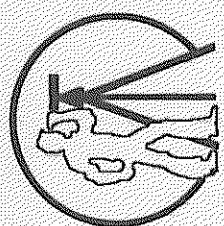
LEGEND:

4" x 4" (P.R.M.) Permanent Reference Monument Found
Permanent Control Point Found
Chain Link Fence
Wire Fence
Wood Fence
Point of Beginning
Point of Curvature
Point of Tangency
Point of Intersection
Point of Reverse Curvature
Point of Compound Curvature
Radius
Delta
Length of Arc
Chord
Chord Bearing
Tangent
Plat
Description or Deed
Actual
Typical
Licensed Business
Licensed Surveyor
4" x 4" Concrete Monument Found
1/2" Capped Iron Rod L.S. #4082 Set
Utility Pole
Guy Anchor Wire
E-T-C
Aerial Electric, Telephone, Cable Lines
Ele
Elevation
R/W
Right of Way
B.S.L.
Building Setback Line
CONC.
Concrete
Centerline
Property Line
P.O.L.
Point on Line
C.M.
Concrete Monument
P.O.C.
Point of Commencement
P.O.B.
Point of Beginning
P.C.
Point of Curvature
P.T.
Point of Tangency
P.I.
Point of Intersection
P.R.C.
Point of Reverse Curvature
P.C.C.
Point of Compound Curvature
R
Radius
Delta
Length of Arc
Chord
Chord Bearing
T
Tangent
P
Plat
D
Description or Deed
A
Actual
TYP
Typical
L.B.
Licensed Business
L.S.
Licensed Surveyor
Indicates Covered
Benchmark
Set Hub & Tack
N.R.
Non-Radial
N.T.S.
Not to Scale

P.O.C.

SOUTHEAST CORNER OF
SOUTHWEST QUARTER OF
SECTION 38, T1N, R31W

LAND SURVEYING
JOEL WALTERS
TELEPHONE NO.
(850) 944-7926
FAX NO.
(850) 944-3012
PENSACOLA, FL 32526
9191 RUBY'S FISH CAMP ROAD



JOB NO. 12-04-046
SCALE 1"=50'
CAD FILE 1204046
REQUESTED BY TOM BUCK
DATE OF SURVEY 05/10/2012
FIELD BOOK 620
PAGE 18-19
ENCLOSURES AS SHOWN
REVISIONS
DRAWN BY HAA

1
SHEET 1 OF 1
FILE NO. E-1386



Development Services Department
Escambia County, Florida

**PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM**

38-1N-31-4301-000-000
Property Reference Number

Randy Goad
Name

3219 Stefani Rd
Address

☒ Owner

☐ Agent

Referral Form
Included? Y / N

MAPS PREPARED

☒ Zoning

☒ FLU

☒ Aerial

☐ Other: _____

PROPERTY INFORMATION

Current Zoning: VR-1 Size of Property: 3.04 +/-

Future Land Use: MU-5 Commissioner District: 5

Overlay/AIPD: _____ Subdivision: _____

Redevelopment Area*: _____

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: V-1

Is Locational Criteria applicable? no If so, is a compatibility analysis required? no

Applicant wants to divide property into 3 lots and
sell. Current zoning requires 1 du/4 acres. V-1 would allow for
1 dwelling per 1 acre. Applicant wants to split parcel one
time + rezone to V-1 - one acre + a 2 acre lot. Also discuss
the family conveyance provision. Will contact us when decide

☒ Applicant will contact staff for next appointment

☐ Applicant decided against rezoning property

☐ Applicant was referred to another process

☐ BOA

☐ DRC

☐ Other: _____
Process Name

Staff present: A. Cain, John Foster Date: 8/6/13

Applicant/Agent Name & Signature: Randy Goad Mary Susan Goad

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

(Revised 03/29/2011)



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **588730**

Date Issued. : 09/04/2013

Cashier ID : GELAWREN

Application No. : PRZ130900019

Project Name : Z-2013-19

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	1169	\$1,155.00	App ID : PRZ130900019
		\$1,155.00	Total Check

Received From : GOAD RANDALL & SUSAN

Total Receipt Amount : **\$1,155.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ130900019	681036	1,155.00	\$0.00	3219 STEFANI RD, CANTONMENT, FL, 32533

Total Amount : **1,155.00**

\$0.00 Balance Due on this/these
Application(s) as of 9/24/2013



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-07-2013

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 38-1N-31-4301-000-000

OR

Agenda Item Number/Description:

☒ In Favor

☐ Against

2-2013-19

*Name: Randall Wayne Goad Applicant

*Address: 3219 Stefani Rd Cantonment *City, State, Zip: 32533

Email Address: randy-gd@yahoo.com Phone: 850-324-9586

Please indicate if you:

- ☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5196

Growth Management Report 11. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 11/07/2013

Issue: 5:45 p.m. A Public Hearing to Amend the Official Zoning Map

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on October 7, 2013 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2013-16, Z-2013-18 and Z-2013-19 were heard by the Planning Board on October 7, 2013. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.: **Z-2013-16**
Address: 2640 W. Michigan Ave
Property Reference No.: 42-1S-30-3004-000-003
Property Size: 2.23 (+/-) acres
From: C-1, Retail Commercial District (cumulative)
(25 du/acre)
To: C-2NA, General Commercial & Light
Manufacturing District (cumulative) Bars,
Nightclubs, and Adult Entertainment are
prohibited uses (25 du/acre)
FLU Category: MU-U, Mixed Use Urban

Case No.: **Z-2013-18**
Address: 6100 Mobile Hwy
Property Reference No.: 39-1S-31-4412-000-001; 39-1S-31-4413-
000-000
Property Size: 3.34 (+/-) acres

From: R-3, One-Family and Two-Family District,
(cumulative) Medium Density (ten du/acre) and
C-1, Retail Commercial District (cumulative)
(25 du/acre)
To: C-1, Retail Commercial District (cumulative)
(25 du/acre)
FLU Category: MU-U, Mixed Use Urban

Case No.: Z-2013-19
Address: 3219 Stefani Rd
Property Reference No.: 38-1N-31-4301-000-000
Property Size: 3.04 (+/-) acres
From: VR-1, Villages Rural Residential Districts,
Gross Density (one du/ four acres)
To: V-1, Villages Single-Family Residential District,
Gross Density (one du/acre)
FLU Category: MU-S, Mixed Use Suburban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. Mayo, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5198

Growth Management Report 11. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 11/07/2013

Issue: 5:46 p.m. - A Public Hearing - LSA-2013-01 Airway Drive

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map.

That the Board of County Commissioners approve for transmittal to the Department of Economic Opportunity (DEO) the Large Scale Map Amendment (LSA) 2013-01.

At the October 7, 2013 Planning Board meeting, the Board recommended approval to the BCC.

BACKGROUND:

Requests a future land use (FLU) map amendment to change the future land use category of a 69.462 (+/-) acres parcel from Public future land use to Mixed-Use Urban future land use. The applicant has indicated that the proposed development is for 90 single family residences and 480 multifamily units on-site.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

Application Package

Staff Findings

Maps

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA 2013-01

Date: 09/12/13

Date requested back by: for October 7 PB

Requested by: Juan C. Lemos

Phone Number: 595-3467

.....
(LEGAL USE ONLY)

Legal Review by 

Date Received: 9/12/13

☒ 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 II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 12, TOWNSHIP 1S, RANGE 30W, PARCEL NUMBER 2001-001-001, TOTALING 69.462 ACRES, LOCATED OFF AIRWAY DRIVE AND SOUTH OF NINE MILE ROAD, FROM PUBLIC (P) TO MIXED USE-URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

1 **Section 1. Purpose and Intent**

2
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
6
7

8 **Section 2. Title of Comprehensive Plan Amendment**

9
10 This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment
11 2013-01."
12
13

14 **Section 3. Changes to the 2030 Future Land Use Map**

15
16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
19 notations, references and information shown thereon, is further amended to include the
20 following future land use change:
21

22 Parcel identification number 12-1S-30-2001-001-001, totaling 69.462
23 acres, as more particularly described by Preble-Rish, Inc., Consulting
24 Engineers and Surveyors, in the boundary survey dated August 20, 2013,
25 attached as Exhibit A, from Public (P) to Mixed-Use Urban (MU-U).
26
27

28 **Section 4. Severability**

29
30 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
31 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
32 the validity of the remaining portions of this Ordinance.
33
34

35 **Section 5. Inclusion in the Code**

36
37 It is the intention of the Board of County Commissioners that the provisions of this
38 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
39 the sections, subsections and other provisions of this Ordinance may be renumbered or
40 relettered and the word "ordinance" may be changed to "section," "article," or such other
41 appropriate word or phrase in order to accomplish such intentions.
42
43
44

1
2 **Section 6. Effective Date**
3

4 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become
5 effective until 31 days after the Department of Economic Opportunity notifies Escambia
6 County that the plan amendment package is complete. If timely challenged, this
7 Ordinance shall not become effective until the Department of Economic Opportunity or
8 the Administration Commission enters a final order determining the Ordinance to be in
9 compliance.
10
11

12
13 **DONE AND ENACTED** this _____ day of _____, 2013.
14

15
16 BOARD OF COUNTY COMMISSIONERS
17 OF ESCAMBIA COUNTY, FLORIDA
18

19
20 By: _____
21 Gene M. Valentino, Chairman
22

23 ATTEST: PAM CHILDERS
24 CLERK OF THE CIRCUIT COURT
25

26
27 By: _____
28 Deputy Clerk
29

30
31
32 (SEAL)
33

34
35 ENACTED:
36

37
38 FILED WITH THE DEPARTMENT OF STATE:
39

40
41 EFFECTIVE DATE:
42
43
44

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES, LLC
5337 Hamilton Lane • Pace, Florida 32571

July 31, 2013

Mr. Lloyd Kerr, AICP, Dir.
Escambia County Office Complex
Development Services Dept.
3363 West Park Place
Pensacola, Florida 32505

RE: Large Scale Application
School Board Property
Airway Drive 32514
Parcel 12-1S-30-2001-001-001

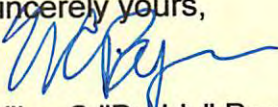
Dear Mr. Kerr:

Please find our attached application requesting consideration to change the referenced property Future Land Use Map classification from the current Public classification to Mixed Use-Urban (MU-U).

Based upon our pre-application meeting on June 24, 2013 we understand this will be scheduled and heard before the Planning Board on September 9, 2013 and the County Commissioners will hold a transmittal hearing on the request on October 3, 2013 after which the application and recommendations will then be forwarded to the State for their required review and approval. Please advise us if these dates change.

Thank you for your assistance in this matter and contact us if you have any questions or require anything further.

Sincerely yours,



Wiley C. "Buddy" Page

copy: Jim Homyak

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT _____

Current FLU: _____ Desired FLU: _____ Zoning: _____ Taken by: _____

Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date: _____

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF
ESCAMBIA COUNTY, FL**

Name: Smart Living LLC

Address: 2601 Clinton Ave

City: Huntsville State: AL Zip Code: 35801

Telephone: () _____

Email: _____

DESCRIPTION OF PROPERTY:

Street address: AIRWAY DR 32514

Subdivision: —

Property reference number: Section 12 Township 13 Range 30

Parcel 2001 Lot 001 Block 001

Size of Property (acres) 0.8 ±

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

W.D. CHAD B. PULLIAM 8/6/13
Signature (Property Owner) Printed Name Date

WILEY C. "BUDDY" PAGE
Signature (Agent's Name (or owner if representing oneself)) Printed Name Date

Address: 5337 HAMILTON LANE

City: PAGE State: FL Zip: 32571

Telephone (850) 232 - 9853 Fax # () -

Email: budpage1@mchsi.com

STATE OF ALABAMA
COUNTY OF MADEIRA

The forgoing instrument was acknowledged before me this 6 day of AUGUST, year of 2013 by CHAD B. PULLIAM who () did () did not take an oath. He/she is (X) personally known to me, () produced current Florida/Other driver's license, and/or () produced current _____ as identification.

Lynn S. Benefield 8/6/13 LYNN S. BENEFIELD
Signature of Notary Public Date Printed Name of Notary

My Commission Expires June 27, 2015 Commission No. _____
(Notary seal must be affixed)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at AIRWAY DRIVE 32514,
Pensacola, Florida, Property Reference Number(s) 12-15-30-2001-001-001,
I hereby designate WILEY C. "BUDDY" PAGE, for the sole purpose of completing this application
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the
Board of County Commissioners, to request a change in the Future Land Use on the above
referenced property.

This Limited Power of Attorney is granted on this 6 day of AUG, the year of
2013, and is effective until the Board of County Commissioners has rendered a decision on
this request and any appeal period has expired. The owner reserves the right to rescind this
Limited Power of Attorney at any time with a written, notarized notice to the Planning and
Engineering Department.

[Signature] 8/6/13 CHAD B. PULLIAM
Signature of Property Owner Date Printed Name of Property Owner

Signature of Agent Date Printed Name of Agent

STATE OF ALABAMA

COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 6 day of AUGUST, year of
2013, by CHAD B. PULLIAM who () did () did not take an
oath.

He/she is (X) personally known to me, () produced current Florida/Other driver's license,
and/or () produced current _____ as
identification.

[Signature] 8/6/13 LYNN S. BENEFIELD
Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____
(Notary seal must be affixed)



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 27, 2016
BONDED THAT NOTARY PUBLIC UNDERWRITERS

**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

AIRWAY DRIVE

Property reference #: Section 12 Township 15 Range 30

Parcel # 2001-001-6001

Project Address:

AIRWAY DRIVE 32514

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 6 DAY OF AUGUST, 20 13


Owner's signature

CHAD B. PULLIAM
Owner's name (print)

Agent's signature

Agent's name (print)



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Amendment 1 Calculations](#)

[Back](#)

Navigate Mode ☒ Account ☐ Reference

469-6141 Shawn

432-6171 Operator

[Printer Friendly Version](#)

General Information

Reference: 121S302001001001
Account: 021163150
Owners: SCHOOL BOARD OF ESCAMBIA CO
 SCHOOL BOARD VACANT LAND
Mail: 75 N PACE BLVD
 PENSACOLA, FL 32505
Address: AIRWAY RD 32514
Use Code: PUBLIC SCHOOL
Assessing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2012 Certified Roll Assessment

Improvements:

Land: \$7,777,

Total: \$7,777,

[Save Our Homes:](#)

[Disclaimer](#)

[Amendment 1 Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1978	1261	867	\$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2012 Certified Roll Exemptions

EDUCATIONAL

Legal Description

S 1155 FT OF SW1/4 OF NE1/4 & S 1155 FT OF SE1/4 OF
 NW1/4 OR 1261 P 867

Extra Features

None

Parcel Information

[Launch Interactive](#)

Location Map

1S-30-1

Approx.
 acreage:
 0.3300

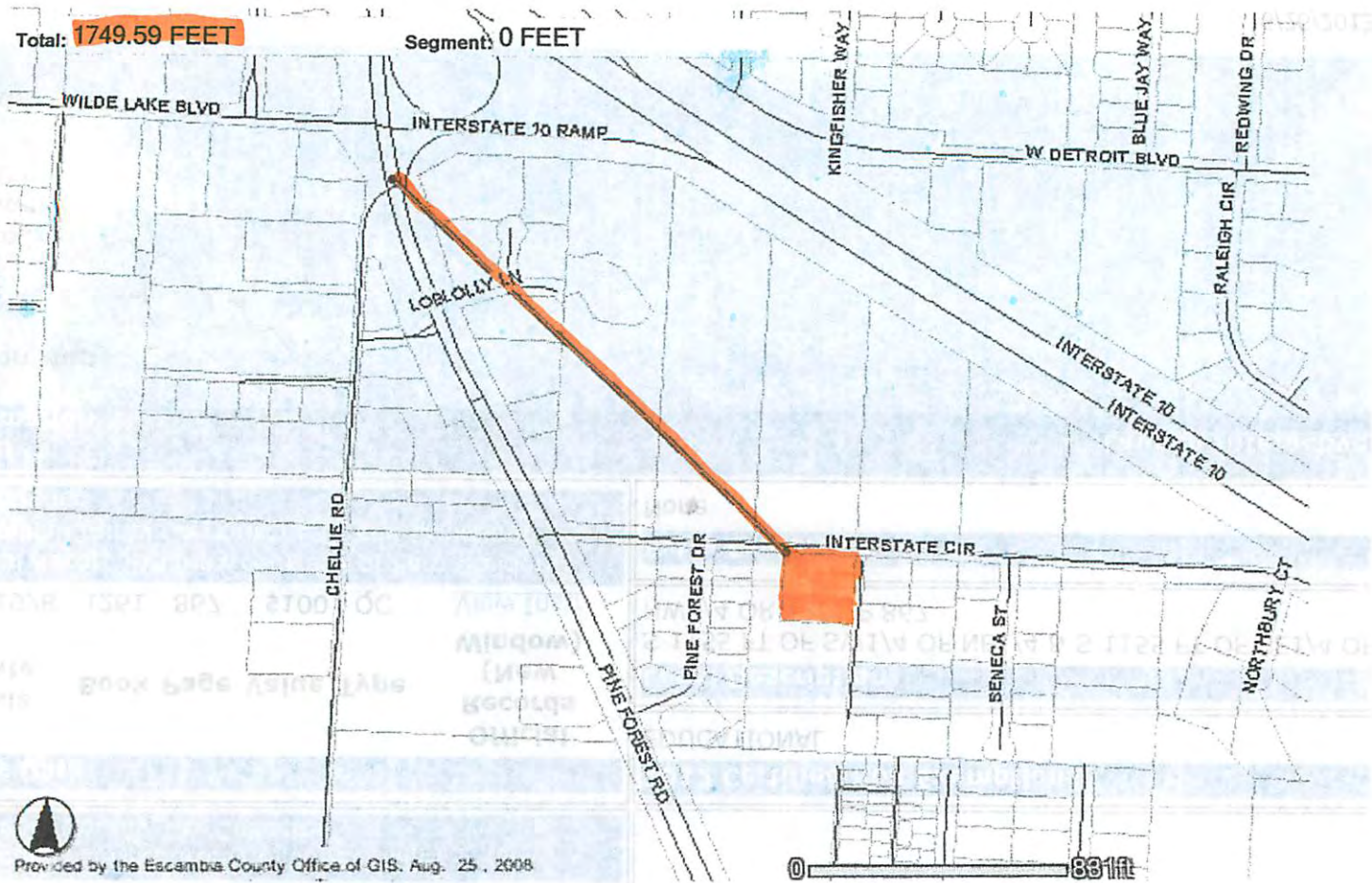
Address:

1

Radial distance from Arterial Intersection = 1,229.11 to Property

Total: 1749.59 FEET

Segment: 0 FEET



Provided by the Escambia County Office of GIS, Aug. 25, 2008

Address: 1212 WILDE LAKE BLVD
City: ESCAMBA, FL 32502
State: FL
County: ESCAMBA
School District: ESCAMBA COUNTY SCHOOL DISTRICT
Parcel ID: 031703120
Assessor's Parcel ID: 031703120

Area: 0.1333
Perimeter: 0.1333



Escambia County Property Appraiser
Chris Jones

SALES AGREEMENT

THIS SALES AGREEMENT ("Agreement") dated as of the date the last principal to this Agreement executes the same (the "Effective Date"), by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**, with an address of: 75 North Pace Boulevard, Pensacola, Florida 32502 (the "Seller"), and **SMART LIVING, LLC AND / OR ITS PERMITTED ASSIGNS**, with an address of: 2101 Clinton Avenue, Suite 201, Huntsville, Alabama 35805 (the "Buyer").

1. **SALE AND PURCHASE.** Seller agrees to sell, assign, transfer, and convey to Buyer, and the Buyer agrees to purchase from Seller the following:

A. The real property in fee simple, approximately 70+/- acres, situated generally on Airway Road in Pensacola, Escambia County, Florida, and as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

B. All improvements, appurtenances, rights, easements, right-of-way, tenements, and hereditaments incident thereto and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street.

C. Unless the context clearly requires otherwise, the property described in Paragraphs 1A and 1B is collectively called the "Property."

D. The Property is sold by Seller and accepted by Buyer in its "AS IS" condition, with all faults. In no event shall Seller have any obligation to perform or pay for any repairs or maintenance to or on the Property.

2. **PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of _____ and no/100 dollars _____ (the "Purchase Price"), payable to Seller and which shall be paid to Seller as follows:

A. An initial deposit of _____ (the "Deposit") shall be paid by Buyer and deposited with Escrow Agent (as defined below) pursuant to Section 23, below, upon execution of this Agreement by Buyer, which sum shall be applied against the Purchase Price at Closing;

B. The balance shall be due and payable in cash at Closing (as adjusted by prorations and payment of expenses as herein provided).

3. **INVESTIGATION PERIOD - CONTINGENCY.**

A. Buyer shall have Sixty (60) Calendar Days after the Effective Date of this Sales Agreement to inspect the Property to determine whether, in Buyer's sole discretion, the Property is suitable for Buyer's intended use and purpose (the "Investigation Period"). Without limiting the foregoing, Seller shall fully cooperate with Buyer and shall join in and execute all applications, petitions, authorizations, and filings necessary or appropriate to secure preliminary,

but not final (except that Buyer may obtain final re-zoning approval pursuant to paragraph B below), approvals from all governmental authorities and agencies in respect to Buyer's intended use, purpose and development of the Property. Seller shall grant Buyer, its agents and employees, reasonable access to the Property to conduct tests and inspections during the Investigation as Buyer deems reasonably necessary. Buyer shall indemnify and hold Seller harmless from and against any liability resulting from any such inspections, including all costs thereof or related thereto. Neither Buyer nor Buyer's agents shall conduct any inspection so as to damage the Property, except damage reasonably resulting from soil borings, but if any such damage occurs, Buyer shall restore the Property to its pre-inspection condition. Prior to the expiration of the Investigation Period, the Buyer may terminate this Agreement by notifying Seller, in writing, and upon receipt of said termination notice, all of Buyer's Earnest Money shall be promptly refunded and returned to Buyer, provided that Buyer has not defaulted on any of the various terms and conditions of this Agreement. Except as specifically set forth herein, if Buyer gives no written notification of its intent to terminate this Agreement then Buyer shall proceed to close on the purchase under the terms of this contract. After the completion of the Investigation Period, except as specifically set forth herein, the Escrow Funds on Deposit with the Escrow Agent shall become non-refundable, but will remain Applicable to the Purchase Price.

B. Buyer's obligations hereunder are contingent upon Buyer's rezoning of the Property to a residential zoning classification satisfactory to Buyer, which shall be completed at Buyer's expense within one hundred twenty (120) days from the Effective Date (the "Re-Zoning Period"). Seller shall cooperate with Buyer in the rezoning process. If the zoning has not been completed and approved within the Re-Zoning Period, Buyer shall have the option to terminate this Agreement and receive a refund of the Deposit, or to extend the initial 120-day Re-Zoning Period for up to three (3) additional periods of thirty (30) days each by giving Seller written notice of extension prior to the end of the Re-Zoning Period or any prior extension thereof. Buyer shall diligently pursue the rezoning process and shall provide monthly reports to Seller of Buyer's progress with the rezoning process, and shall include an estimated timeline with each monthly report. The report shall be due on or before the 15th of each month. In the event that Buyer fails to extend the Re-Zoning Period pursuant to this paragraph, or in the event that the rezoning has not been completed and approved prior to the end of the third extension period, then this Agreement shall automatically terminate and the Deposit shall be promptly refunded to Buyer.

4. **"AS IS, WHERE IS."** Seller shall convey and Buyer shall accept the Property in its "AS IS, WHERE IS" condition. Seller makes no representations or warranties concerning the condition of the Property, and shall have no obligation to make any repairs to the Property.

5. **SURVEY.** Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor in accordance with Chapter 61G17-6 of the Florida Administrative Code. If the Property is surveyed and the survey map does not reveal any encroachments or other title defects, the survey exception will be removed from the owner's title insurance policy. Any issues affecting marketability of title revealed by the survey shall be treated as title defects.

6. **QUALITY OF TITLE.** Buyer shall not be obligated hereunder unless title to the Property shall be marketable of record as will enable Beggs & Lane, RLLP, as agent for an ALTA member title insurance underwriter selected by Buyer, and authorized to do business in Florida, to issue to Buyer, at regular rates, its full purchase price coverage, standard marketability revised ALTA Owner's Title Insurance Policy, in the amount of the Purchase Price hereunder, without exception as to survey (if one obtained) or mechanic's or similar liens, and free and clear of all other liens and encumbrances and subject only to reservation of mineral rights as required by Section 271.11, Florida Statutes, the matters set forth in items 2, 3A, 3D, 4 and 6-11 of Schedule B, Section 2, of the Title Search Report prepared by Chicago Title Insurance Company under File No. 4284881, a copy of which is attached hereto as Exhibit "B" (the "Title Search Report"), and any other matter becoming of public record after the effective date of the Title Search Report and acceptable to Buyer. Seller and Seller's counsel shall cooperate with Buyer and Buyer's counsel during the Investigation Period and from the end of the Investigation Period until Closing to address and resolve the title matters set forth in the Title Search Report.

An Owner's Title Commitment, together with copies of all exceptions, shall be obtained by Buyer during the Investigation Period. If the Owner's Title Commitment (or survey obtained by Buyer pursuant to Section 4) reveals any defects in the title or any physical encroachment (or other survey issue) on the Property, the Buyer shall have ten (10) business days from the date the Buyer receives the Owner's Title Commitment or survey to notify the Seller in writing of the defects. If within thirty (30) days from the receipt of Buyer's written notice of defects, the Seller is unable in the exercise of reasonable diligence to cure the defects to the reasonable satisfaction of Buyer, the Buyer may, at its option, by written notice to Seller given within the ensuing ten (10) business days, either (1) cancel and terminate this Agreement and in such event, the Seller will return any Deposit to Buyer and neither party shall have any further obligations under this Agreement; or (2) the Buyer may elect to purchase the Property in its "AS IS" condition without offset against the Purchase Price for any title defects. If the Buyer elects to purchase the Property, title will be conveyed on the later of the Closing Date or ten (10) days after the election of Buyer. Standard exceptions contained in the Owner's Title Commitment relating to parties in possession and mechanics liens will be removed from the policy in accordance with Florida law upon receipt of the required affidavits. The survey exception will be removed (or modified to reflect the state of facts evidenced by the survey) if Buyer obtains a satisfactory current survey as provided in Section 4.

7. **COVENANTS AND CONDITIONS OF SETTLEMENT.** On the Closing Date, Seller shall execute and deliver a Special Warranty Deed to Buyer as shall be required to convey title to the Property in accordance with this Agreement. The Special Warranty Deed shall be in form and substance reasonably satisfactory to the Seller and the Buyer and in proper form for recording. Seller and Buyer shall execute closing statements and such other documents as may be reasonably required to complete closing and accomplish transfer of the Property to Buyer hereunder.

8. **CLOSING AND CLOSING DATE.** The closing of this sale and purchase by Seller and Buyer (the "Closing") shall be held on or before **Fifteen (15) Calendar Days** after the approval of the rezoning of the Property as contemplated in Section 3.B., above (but in no

event prior to expiration of the Inspection Period), at a time and place mutually agreeable to the parties, but if none is agreed to, at the offices of Shell, Fleming, Davis & Menge, P.A., 9th Floor, 226 Palafox Place, Pensacola, Florida 32502.

9. **APPORTIONMENTS.** All ad valorem taxes, assessments, rents, interest, insurance, and other expenses and revenues of the Property shall be prorated between Seller and Buyer as of midnight immediately preceding the Closing Date. The ad valorem tax proration shall be based upon the fully documented amount based on the current year's assessment. If the current year's assessment is not available, taxes will be prorated on the prior year's assessment and either party shall have the right to the request and obtain a proration or receipt of the appropriate tax bill. (Note to closing agent: as a governmental entity, Seller does not pay ad valorem real property taxes. Care should be taken to determine the ad valorem tax liability for the year of Closing).

10. **CLOSING COSTS.** Seller shall pay for the cost of preparing and recording the deed, for the documentary stamps on the deed required by applicable Florida law, for the real estate commission, for any costs necessary to cure title and/or survey matters, and for Seller's attorney's fees. Buyer shall pay for the owner's title insurance policy in the amount of the Purchase Price. Buyer shall also pay for the survey, if obtained, and any financing costs of Buyer incurred to purchase the Property including, but not limited to, any intangible tax and documentary stamps on the note and mortgage, and Buyer's attorney's fees.

11. **BROKERAGE.** Seller and Buyer warrant each to the other (and it is agreed that this warranty shall survive delivery of the deed) that no broker or agent has been employed with respect to the sale of the Property other than Scoggins III, Inc., who represents the Seller, and is being compensated by the Seller according to an outside agreement, and Pelican Real Estate & Development of Northwest FL, who represents the Buyer, and who shall be compensated by the Seller with a commission of 2.5 % of the Purchase Price. Each party agrees to indemnify and hold harmless the other from any claim made by any other brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payments in connection with this transaction and against any and all expense or liability arising out of any such claim.

12. **DEFAULT.**

A. *Notice of Default.* No default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice of such default has been given to the defaulting party, and such default remains uncured for a period of ten (10) days after such notice. Notwithstanding the foregoing, the Closing Date shall not be changed, delayed, postponed, or extended by any requirement for notice of default, if such default consists of failure to appear at the Closing.

B. *Default by Buyer.* If the conditions precedent to Buyer's obligations to perform under this Agreement have been fulfilled within the time periods required under this Agreement, or if Buyer does not diligently and in good faith pursue the satisfaction of such conditions precedent, and Buyer thereafter fails to perform any of the covenants of this

Agreement applicable to Buyer, Seller, as Seller's sole and exclusive remedy, may retain the portion of the Deposit actually paid by Buyer for the account of Seller as liquidated and agreed upon damages as consideration for the execution of this Agreement and in full settlement of any claims for damages, and Seller and Buyer shall be relieved of all further obligations and liability under this Agreement.

C. *Default by Seller.* If Seller fails to perform any of the covenants of this Agreement applicable to Seller after written notice to Seller and thirty (30) days opportunity to cure, except the inability of Seller to cure title defects as provided in the paragraph of this Agreement entitled "Title Matters," the Deposit shall be returned to Buyer upon written demand therefor and Seller and Buyer shall be relieved of all further obligations and liability under this Agreement, or, at Buyer's election, Buyer shall be entitled to sue for and obtain specific performance of this Agreement by Seller. Buyer expressly waives the remedy of money damages.

13. **NOTICES.** All notices, demands, requests, and other communications hereunder shall be in writing and shall be deemed to have been given if delivered personally, or sent by registered or certified mail, return receipt requested, postage pre-paid, or by another recognized overnight delivery service (e.g., Federal Express) as follows:

If to Buyer: Smart Living, LLC
C/O: Louis Breland – Managing Member
2101 Clinton Avenue, Suite 201
Huntsville, Alabama 35805

With Copy to: John P. Daniel
Beggs & Lane, RLLP
P. O. Box 12950 (32591-2950)
501 Commendencia Street
Pensacola, Florida 32502

If to Seller: The School Board of Escambia County, Florida
ATTENTION: Mr. Shawn Dennis
Vernon McDaniel Building
75 North Pace Blvd.
Pensacola, Florida 32505

With Copy to: Shell, Fleming, Davis & Menge, P.A.
ATTENTION: Stephen B. Shell
Post Office Box 1831
Pensacola, Florida 32591-1831

Scoggins III, Inc.
ATTENTION: Danny Zimmern
21 South Tarragona St., Suite 100
Pensacola, FL 32502

or at such other address as the party may specify from time to time by written notice to the other party.

14. **SUCCESSORS AND ASSIGNS.** All terms of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, heirs, successors and assigns. This Agreement may not be assigned without the written consent of Seller, which shall not be unreasonably withheld.

15. **GOVERNING LAW.** This Sales Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. Venue in any action arising under this Agreement shall lie in the Circuit Court in the county where the Property is located.

16. **CAPTIONS.** The captions of this Agreement are inserted for convenience or reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

18. **CHANGES AND MODIFICATIONS; CHANGES AND INCORPORATIONS OF PRIOR AGREEMENTS.** This Agreement may not be orally changed, modified or terminated; it supersedes any and all prior understandings and/or letter agreements; other matters of similar nature shall be deemed to be of no force or effect in the interpretation of this Agreement, it being intended that this Agreement represents the entire understanding of the parties. No modification or waiver of any provision hereof shall be valid unless in writing and signed by a party against whom it is to be enforced.

19. **WAIVER.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

20. **FURTHER ASSURANCES.** Seller and Buyer each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions hereof.

21. **ATTORNEY'S FEES.** If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to costs, expenses, and reasonable

attorney's fees at both trial and appellate levels, incurred in connection with the bringing and/or defense of any such action.

22. **RISK OF LOSS.** Until the purchase of the Property has been consummated on the date of Closing, all risk of, or damage or, or destruction of, the Property, whether by fire, flood, tornado, hurricane or other casualty, or by taking under the power of eminent domain, or otherwise, shall belong to and be borne by the Seller. If, prior to Closing, the Property or any part thereof shall be damaged or destroyed, Buyer, at Buyer's option, may declare this Agreement null and void and receive a full refund of the Deposit. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such damage, destruction or taking, there shall be no reduction in, abatement of, or set-off against the Purchase Price, and Seller shall assign to Buyer all of Seller's right, title and interest in and to all insurance proceeds, condemnation award and other proceeds resulting from such damage, destruction or taking.

23. **ESCROW AGENT.** Seller and Buyer appoint Beggs & Lane, RLLP, to serve as escrow agent hereunder ("Escrow Agent"). The Escrow Agent receiving the Deposit agrees to promptly deposit the Deposit in a non-interest bearing escrow account, to hold in escrow, and disburse only in accordance with this Agreement. The Deposit shall be released only (1) at Closing; or (2) upon written direction from both parties; or (3) to the Buyer promptly after Seller's failure to accept Buyer's offer within the time provided in Section 26 below or Buyer's due and timely termination of this Agreement in accordance with Section 4 above; or (4) to the Seller five (5) days after receipt of written direction from the Seller stating that the Buyer is in default under the terms of the Agreement, in which event the Escrow Agent shall promptly furnish a copy of the directions to Buyer and if there is no written objection thereto within five (5) days, the Escrow Agent shall remit the Deposit to Seller. If a written objection is filed within the time allowed or if the Escrow Agent is in doubt as to its duties, the Escrow Agent may continue to hold the Deposit in escrow until the matter is resolved either by joint written direction from the parties or by order of the Circuit Court having jurisdiction of the dispute, or the Escrow Agent may interplead the same in the Circuit Court. In any such action or proceeding, the Escrow Agent shall be entitled to recover its reasonable costs and attorney's fees.

A. All deposits paid pursuant to this Agreement prior to the Closing shall be held in escrow by Beggs & Lane, RLLP in a non-interest-bearing trust account subject to the terms of the Agreement and shall be duly accounted for at the Closing.

B. The Escrow Agent shall be subject to the following terms and conditions and no others:

(1) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller related in any way to this Agreement.

(2) The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(3) The Escrow Agent shall be entitled to rely upon, and shall not be subject to any liability in acting in reliance upon, any writing furnished to the Escrow Agent by either Buyer or Seller, and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper, or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either Buyer or Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

(4) In the event of any disagreement between the Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (a) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by the Buyer and Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings); or (b) by an arbitrator in the event that Buyer and Seller determine to submit the dispute to arbitration pursuant to the applicable rules of the American Arbitration Association, and in so doing the Escrow Agent shall not be or become liable to any party.

(5) Buyer and Seller each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by the Escrow Agent in any way on account of their role as escrow agent, except that neither Buyer nor Seller shall have any obligation to pay the Escrow Agent any fee for escrow services hereunder.

C. Buyer and Seller acknowledge that the Escrow Agent is counsel to Buyer and agree that the Escrow Agent may continue to act as Buyer's counsel notwithstanding any dispute or litigation arising with respect to the deposit or Escrow Agent's duties.

24. TIME OF ESSENCE. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

25. RADON. 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. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings.

26. **APPROVAL CONTINGENCY.** Buyer has been advised and understands that all sales of real property by Seller must be approved by the School Board (the "Board") after proper notice, presentation and consideration. This offer to purchase, as executed by Buyer, shall be presented to the Board within Forty Five (45) days of the date of Buyer's signature, during which period this offer shall be irrevocable and may not be withdrawn by Buyer. If the Board accepts this offer within Forty Five (45) days from the date of Buyer's signature, this offer and Seller's acceptance shall become a legally binding contract fully enforceable by either party hereto. If the Board fails to accept this offer within Forty Five (45) days from the date of Buyer's signature, this offer shall be automatically withdrawn and from thenceforth shall be null and void and the Deposit shall be promptly returned to Buyer.

27. **RECORDING.** Neither this Agreement nor any portion thereof, nor any memorandum relating hereto shall be placed of record by any party to this Agreement.

28. **WAIVER OF JURY TRIAL.** SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SELLER AND BUYER ENTERING INTO THIS AGREEMENT.

[Intentionally Left Blank]


IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

BUYER:
Smart Living, LLC

1. 
LYNN S. BENEFIELD


By: Chad Pulliam, Vice-President

2. 
BRETT DURHAM

Date: 5/22/13

(Names should be typed or printed below signatures)

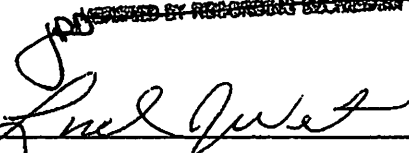
APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JUN 18 2013

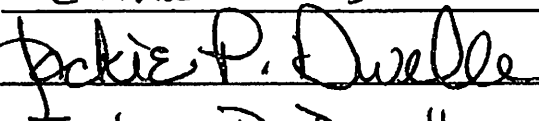
MALCOLM THOMAS, SUPERINTENDENT

SELLER:

The School Board of Escambia County,
Florida

1. 
Linda J. West

By: 
Mr. Jeff Bergosh, Chairman

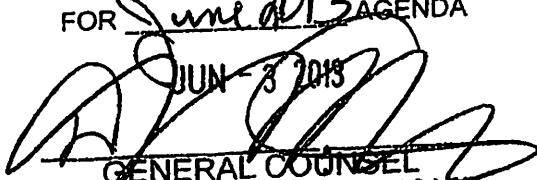
2. 
Jackie P. Dwelle

Date: June 18 2013

(Names should be typed or printed below signatures)

APPROVED FOR LEGAL CONTENT
FOR June 2013 AGENDA

ATTEST:


JUN - 3 2013
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD


Malcolm Thomas, Superintendent



Government Records

ALABAMA SECRETARY OF STATE

BETH CHAPMAN

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Business Entity Details

Smart Living Co., LLC	
Entity ID Number	071 - 730
Legal Name in Place of Origin	Smart Living, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Principal Mailing Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Status	Exists
Place of Formation	Delaware
Formation Date	6-27-2012
Qualify Date	7-18-2012
Registered Agent Name	PULLIAM, CHAD B
Registered Office Street Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Registered Office Mailing Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	6-27-2012
Scanned Documents	
Click here to purchase copies.	
Document Date / Type / Pages	7-18-2012 Articles of Formation 3 pgs.

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Montgomery, AL 36103-5616

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Phone:
Fax:

August 21, 2013 (08 14 11 EST)
M 1321 009 AIRWAY DRIVE SURVEY DWG SET 009 AIRWAY ROAD BS DWG

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET
2. THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES
3. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES IN ZONE X AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE FOR ESCAMBIA COUNTY, FLORIDA, SEE COMMUNITY PANEL NO. 120080 0295 G, WHICH BEARS A MAP REVISED DATE OF SEPTEMBER 29, 2006
4. SOURCE OF INFORMATION: COMMITMENT FOR TITLE INSURANCE, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 4501043 WITH AN EFFECTIVE DATE OF AUGUST 12, 2013 AT 8:00 AM, DEEDS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND FIELD MONUMENTATION
5. THE PROPERTY SURVEYED IS VACANT AND HEAVILY WOODED
6. NO UNDERGROUND UTILITIES, UTILITY LINES, FOUNDATIONS, OR OTHER UNDERGROUND STRUCTURES HAVE BEEN LOCATED BY PREBLE-RISH, INC., EXCEPT AS SHOWN
7. NO ATTEMPT HAS BEEN MADE TO LOCATE OR DETERMINE ENVIRONMENTAL WETLAND LINES BY PREBLE-RISH, INC.
8. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
9. DATE OF FIELD SURVEY: AUGUST 8-20, 2013
10. PROPERTY SUBJECT TO OIL, GAS AND MINERAL RESERVATIONS SET FORTH IN OFFICIAL RECORDS BOOK 1261, PAGE 867 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

LEGAL DESCRIPTION AS PER EXHIBIT "A", CHICAGO TITLE INSURANCE COMPANY
ORDER NO. 4501043, DATED AUGUST 12, 213 AT 8:00 AM

The South 1155' of the Southwest Quarter of the Northeast Quarter and the South 1155' of the Southeast Quarter of the Northwest Quarter, all lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida, containing 70 acres more or less

DESCRIBED BY FIELD SURVEY AS FOLLOWS

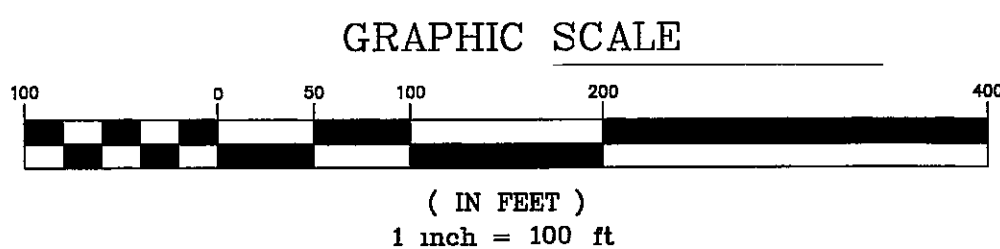
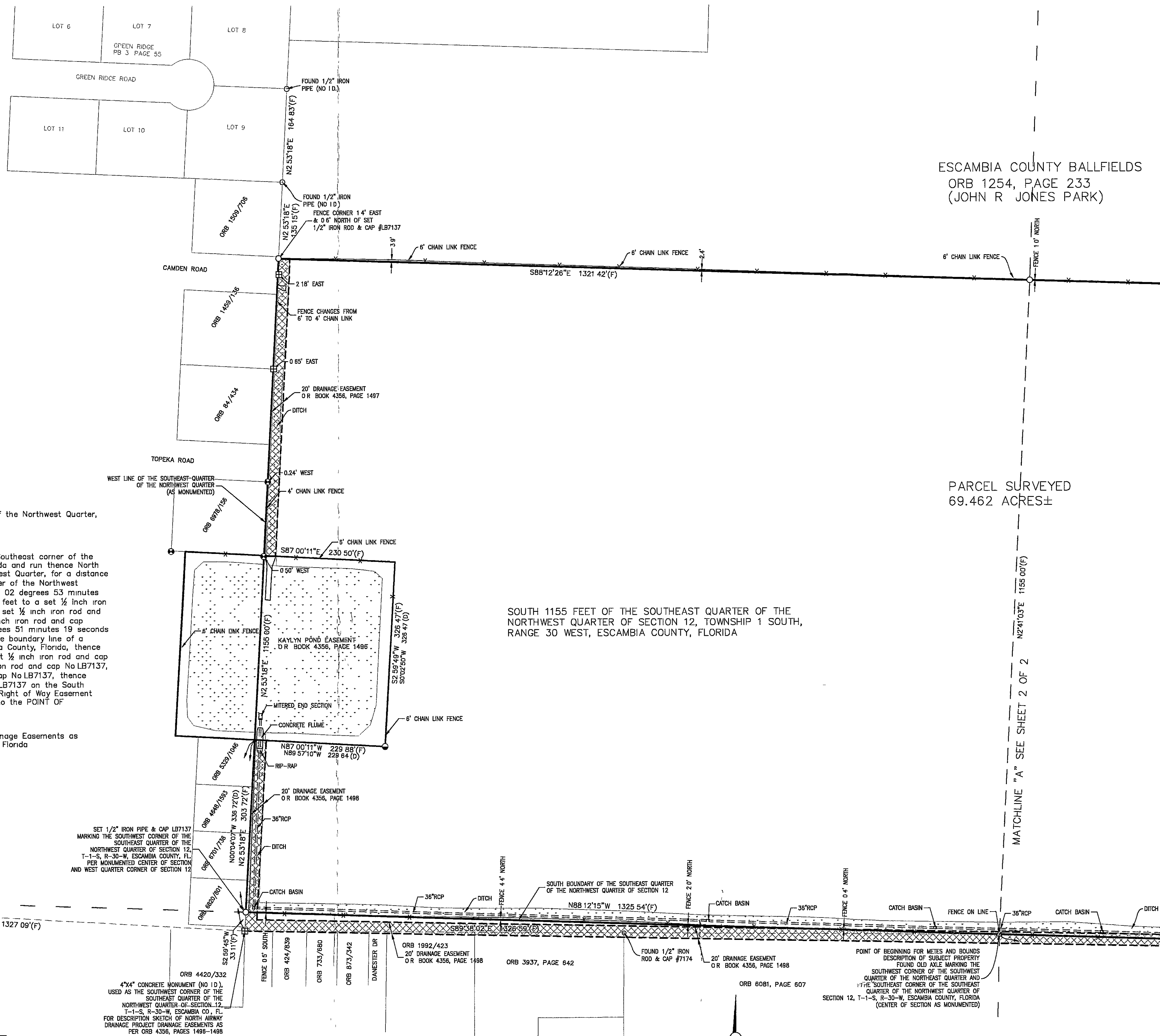
Beginning at an old axle marking the Southwest corner of the Southwest Quarter of the Northeast Quarter and the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida and run thence North 88 degrees 12 minutes 15 seconds West, along the South boundary line of the said Southeast Quarter of the Northwest Quarter, for a distance of 1,325.54 feet to a set 1/2 inch iron rod and cap No LB7137 marking the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12 (per monumented center of section and West Quarter corner of Section 12), thence North 02 degrees 53 minutes 18 seconds East, along the West line of said Southeast Quarter of the Northwest Quarter, for a distance of 1,155.00 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 88 degrees 12 minutes 26 seconds East, for a distance of 1,321.42 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 88 degrees 15 minutes 52 seconds East, for a distance of 1,327.15 feet to a set 1/2 inch iron rod and cap No LB7137 on the East boundary line of the said Southwest Quarter of the Northeast Quarter, thence South 02 degrees 51 minutes 19 seconds West, along said East boundary line, for a distance of 89.72 feet to a set 1/2 inch iron rod and cap No LB7137 on the boundary line of a Public Right of Way Easement as recorded in Official Records Book 6522, Page 111 of the Public Records of Escambia County, Florida, thence along said boundary as follows: North 87 degrees 09 minutes 29 seconds West, for a distance of 55.41 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 02 degrees 48 minutes 01 seconds West, for a distance of 425.00 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 87 degrees 09 minutes 29 seconds East, for a distance of 39.69 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 02 degrees 50 minutes 31 seconds West, for a distance of 640.58 feet to a set 1/2 inch iron rod and cap No LB7137 on the South boundary line of the said Southwest Quarter of the Northeast Quarter, thence leaving said boundary line of a Public Right of Way Easement run North 88 degrees 16 minutes 02 seconds West, along said South boundary line, for a distance of 1,308.53 feet to the POINT OF BEGINNING. Containing 69.4625 acres, more or less

SUBJECT TO

Kaylyn Pond Easement as recorded in Official Records Book 4356, Page 1496 and North Airway Drainage Project, Drainage Easements as recorded in Official Records Book 4356, pages 1497 and 1498, all recorded in the Public Records of Escambia County, Florida

SYMBOLS & ABBREVIATIONS

- | | | | |
|-----------|---|---|---|
| # | = NUMBER | ○ | = FOUND 5/8" CAPPED IRON ROD L.B. #3293 |
| --- | = DISTANCE NOT TO SCALE | ● | = FOUND 1/2" IRON PIPE (NO I.D.) |
| L.B. | = LICENSED BUSINESS | ● | = FOUND 1" IRON PIPE (NO I.D.) |
| ORB | = OFFICIAL RECORDS BOOK | △ | = FOUND AXLE |
| ± | = MORE OR LESS | ▨ | = EXISTING ASPHALT PAVEMENT |
| (F) | = FIELD MEASUREMENT | ▩ | = EXISTING CONCRETE |
| (D) | = DESCRIPTION DATA | ▩ | = EXISTING POND/DITCH |
| (P) | = PLAT DATA | ▩ | = PUBLIC RIGHT OF WAY EASEMENT
O.R. BOOK 6522, PAGE 111 |
| R.C.P. | = REINFORCED CONCRETE PIPE | ▩ | = 20' DRAINAGE EASEMENT
O.R. BOOK 4356, PAGE 1497 & 1498 |
| R/W | = RIGHT OF WAY | | |
| (NO I.D.) | = NO IDENTIFICATION | | |
| ○ | = SET 1/2" CAPPED IRON ROD L.B. #7137 | | |
| ● | = FOUND 1/2" CAPPED IRON ROD L.B. #7277 | | |
| ⊗ | = FOUND 4" BY 4" CONCRETE MONUMENT L.B. #7277 | | |
| ⊗ | = FOUND 1/2" CAPPED IRON ROD L.B. #7312 | | |
| ⊗ | = FOUND 4" BY 4" CONCRETE MONUMENT (NO I.D.) | | |
| ● | = FOUND 1/2" CAPPED IRON ROD L.B. #7092 | | |



BOUNDARY SURVEY

AIRWAY DRIVE

SECTION 12, T-1-S, R-30-W
ESCAMBIA COUNTY, FLORIDA

PROJECT NO
821.009

SHEET
1 OF 2

PREBLE-RISH INC.
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING

300 MARINA DRIVE
PORT ST. JOE, FL 32409
(904) 237-1700

2000 W. WASHINGTON ST.
DADE CITY, FL 34608
(813) 291-0000

2000 W. WASHINGTON ST.
DADE CITY, FL 34608
(813) 291-0000

REVISION

NO

DATE

APPROVED

DATE

NO

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APPROVED

DATE

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APPROVED

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AND THE ORIGINAL LICENSED SEAL
OF THE SURVEYOR, THIS DRAWING
SHALL BE VOID AND OF NO EFFECT.

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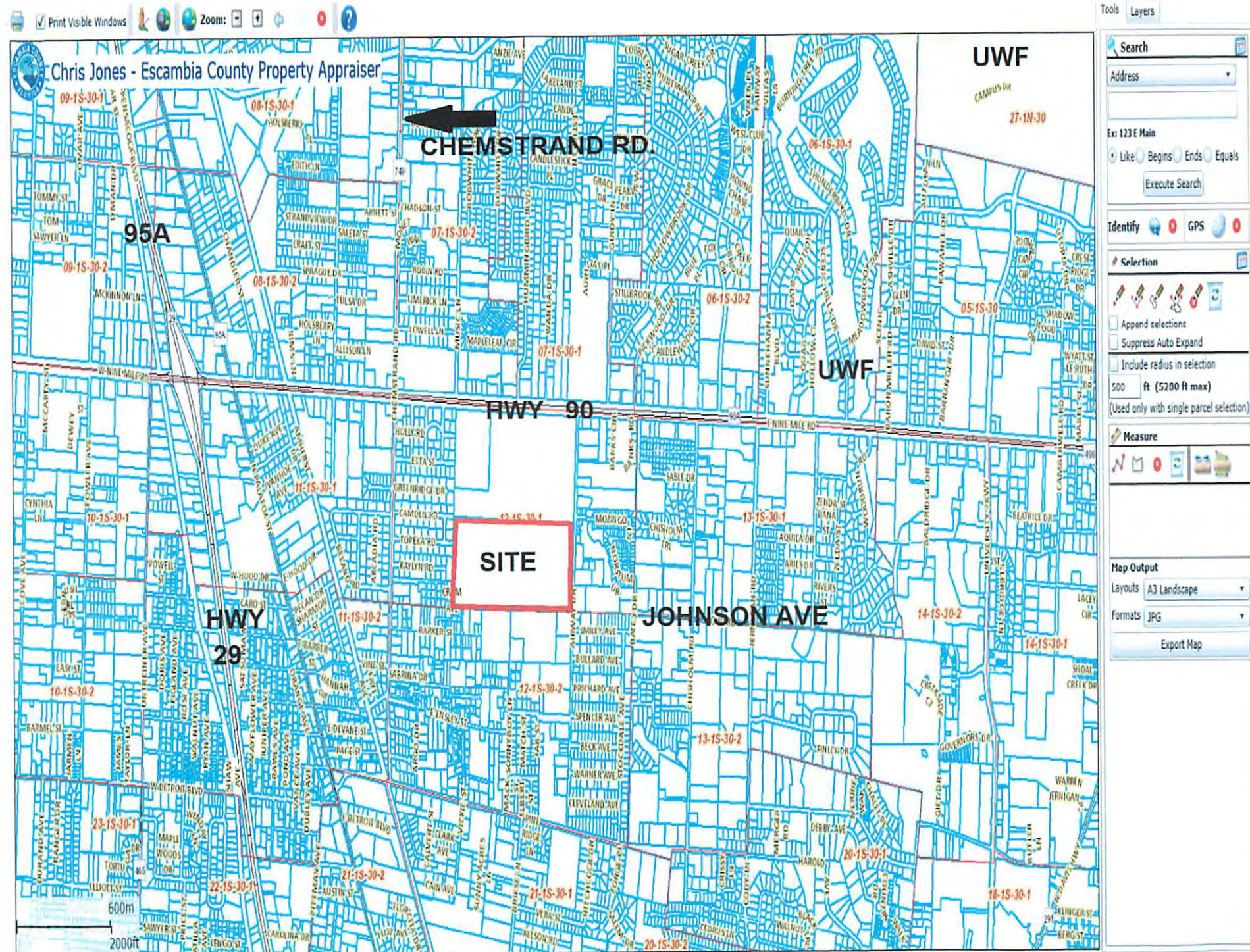


EXHIBIT "A"

Allen Nobles & Associates, Inc.

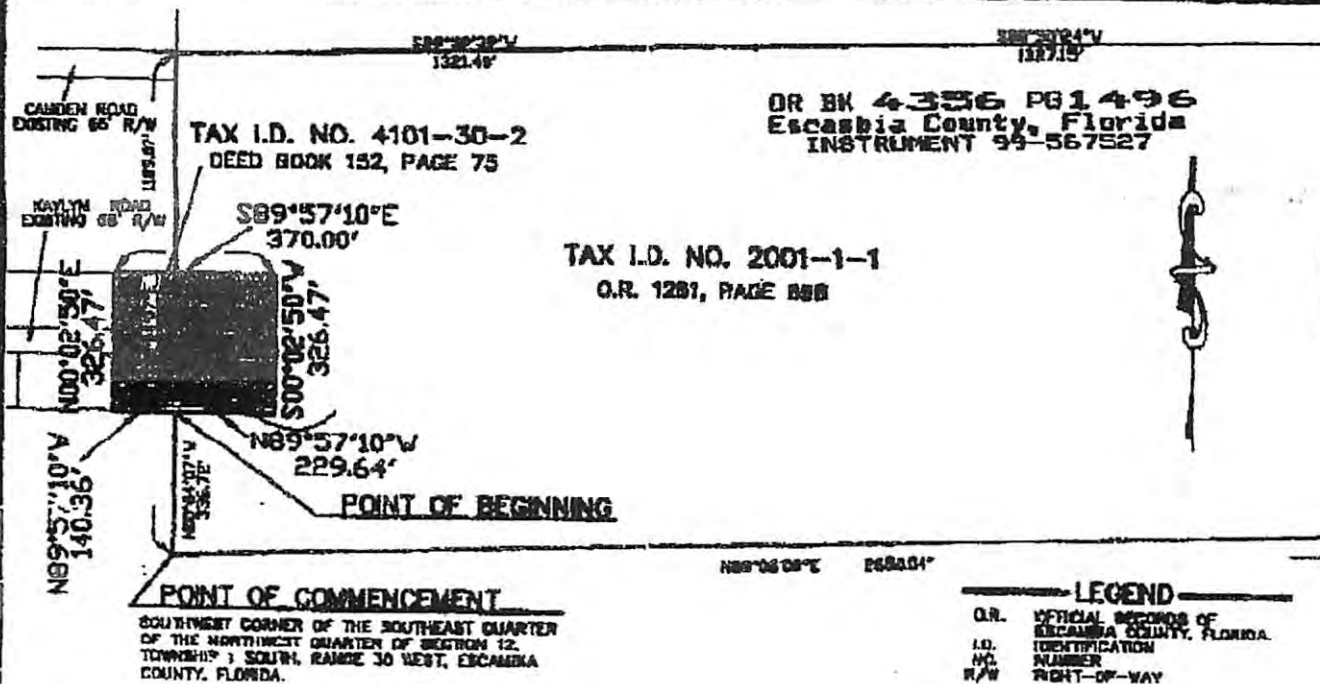
TALLAHASSEE • CHIPLEY • DESTIN • PENSACOLA

PROFESSIONAL
LAND SURVEYING
& MAPPING

LB# 3203

1400 VILLAGE SQUARE BLVD.
UNIT 3, SUITE 341
TALLAHASSEE, FLORIDA 32312

PH: 850-285-1178
FAX: 850-360-1238

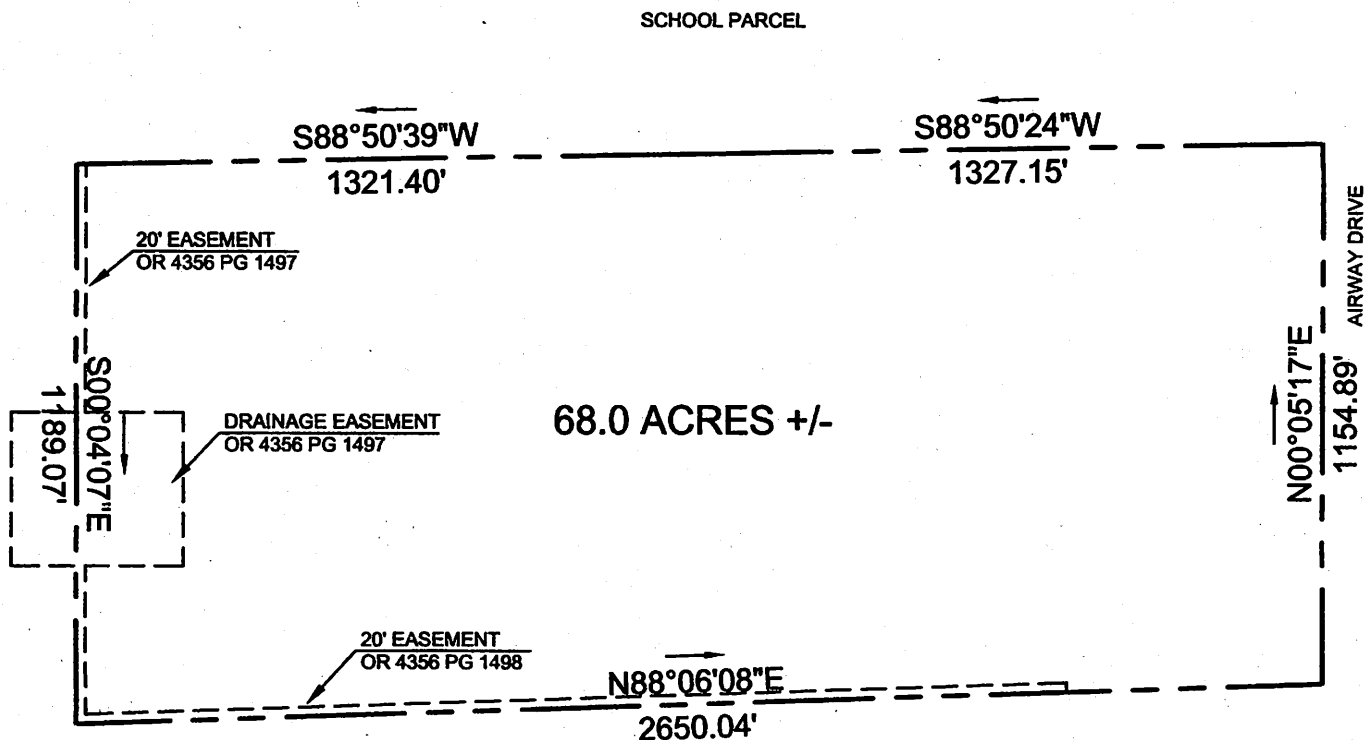
**DESCRIPTION**

A parcel of land lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida, being a portion of that parcel described in Official Records Book 1281, Page 888, of the Public Records of Escambia County, Florida, together with that parcel described in Deed Book 152, Page 75, of said Public Records and being more particularly described as follows:

Commence at an unnumbered concrete monument marking the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12 and run North 00 degrees 04 minutes 07 seconds West along the westerly boundary line of said parcel described in Official Records Book 1281 at Page 888 a distance of 338.72 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence run North 89 degrees 57 minutes 10 seconds West a distance of 140.36 feet; thence run North 00 degrees 02 minutes 50 seconds East a distance of 326.47 feet; thence run South 89 degrees 57 minutes 10 seconds East a distance of 370.00 feet; thence run South 00 degrees 02 minutes 50 seconds West a distance of 326.47 feet; thence run North 89 degrees 57 minutes 10 seconds West a distance of 229.64 feet to the POINT OF BEGINNING.

12-15-02
2001-1-1



LEGAL DESCRIPTION (As Provided)

A parcel of land lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida being more particularly described as follows:

The South 1155 feet of the Southwest One Quarter of the Northeast One Quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida and the South 1155 feet of the Southeast One Quarter of the Northwest One Quarter of Section 12, Township 1 South, Range 30 West. Containing 68.0 acres more or less.

NOT A SURVEY

From: [bud](#)
To: [Juan C. Lemos](#)
Subject: FW: Letter of Historical Significance
Date: Thursday, August 22, 2013 8:08:19 PM

Juan, as requested. Sorry it was omitted from the initial submittal. Thank you, Buddy.

From: John Phillips [mailto:jphillip@uwf.edu]
Sent: Monday, July 01, 2013 4:23 PM
To: bud
Subject: Re: Letter of Historical Significance

Buddy,

i reviewed the above referenced parcel for the presence of cultural resources. There are no archaeological sites, historic structures, or National Register of Historic Places properties located within or adjacent to the the parcel.

On Mon, Jul 1, 2013 at 9:35 AM, bud <budpage1@mchsi.com> wrote:

Good morning, John

As indicated by phone, we need to determine if your records indicate if the following property has any documented historical/architectural significance:

001	Property parcel number:	12-1S-30-2001-001-
Airway Drive	Address:	West side of
	Property size:	80 acres +-
	Location:	Adjacent and south
of the John R. Jones Recreation Park on Nine Mile Road		
School Board	Present owner:	Escambia County
	Proposed use:	Max. 780 apartments

We have a short fuse for due diligence ending Friday, July 5, 2013. If you could advise of your findings by then it will be most appreciated. Thank you.

Buddy

Wiley C. "Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane - Pace, Florida 32571
Planning - Zoning - Litigation Support
Cell [850.232.9853](tel:850.232.9853) - budpage1@mchsi.com

--

John C. Phillips, M.A.
Archaeologist
Research Associate/Instructor
Archaeology Institute
University of West Florida
11,000 University Parkway
Pensacola, FL 32514
Office (850) 857-6328 or (850) 474-3015
Fax (850) 474-2764

mailed 8/19/13



BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

Kevin Kirchharr
Triple K Construction

August 16, 2013

Subject: Wetland Delineation and Threatened/Endangered Species Survey, 66-Acre
Property in Cantonment, Florida

Dear Kevin:

Barry A. Vittor and Associates, Inc. (Vittor & Associates) personnel delineated and mapped jurisdictional wetlands and performed a threatened and endangered species survey (T&E report under separate cover) on a 66-acre property in Cantonment, Florida on August 14, 2013. Specifically, the property is located west of Airway Drive just south of a large sports complex in Section 12, Township 1S, Range 30W on the Cantonment, Florida 7.5 minute Quadrangle.

The property is currently an undeveloped wooded tract that is surrounded by roads, single-family residences, an apartment complex, and the aforementioned sports complex. The most recent use of the land appeared to have been for growing pine timber, but as recently as 1978 it was shown on the Quadrangle map as being part of the U.S. Naval Reservation. Vittor & Associates noted evidence of old structures and roadbeds during our survey that may support these past land uses.

Vittor & Associates found that most of the property consists of upland mixed pine/hardwood habitat, however, we delineated and mapped a small wetland area associated with a perennial stream that cuts across the southeast corner of the property. Vegetation on the upland portions of the wooded site consisted primarily of loblolly pine, water oak, sweet gum, live oak, black cherry, red cedar, yaupon, blueberry, grape vine, winged sumac, bracken fern, and beauty berry. Wetland vegetation included swamp tupelo gum, sweet bay magnolia, red maple, swamp cyrilla, chain fern and royal fern. The percentage and distribution of upland and wetland soils were consistent with the NRCS Web Soil Survey Map for this site.

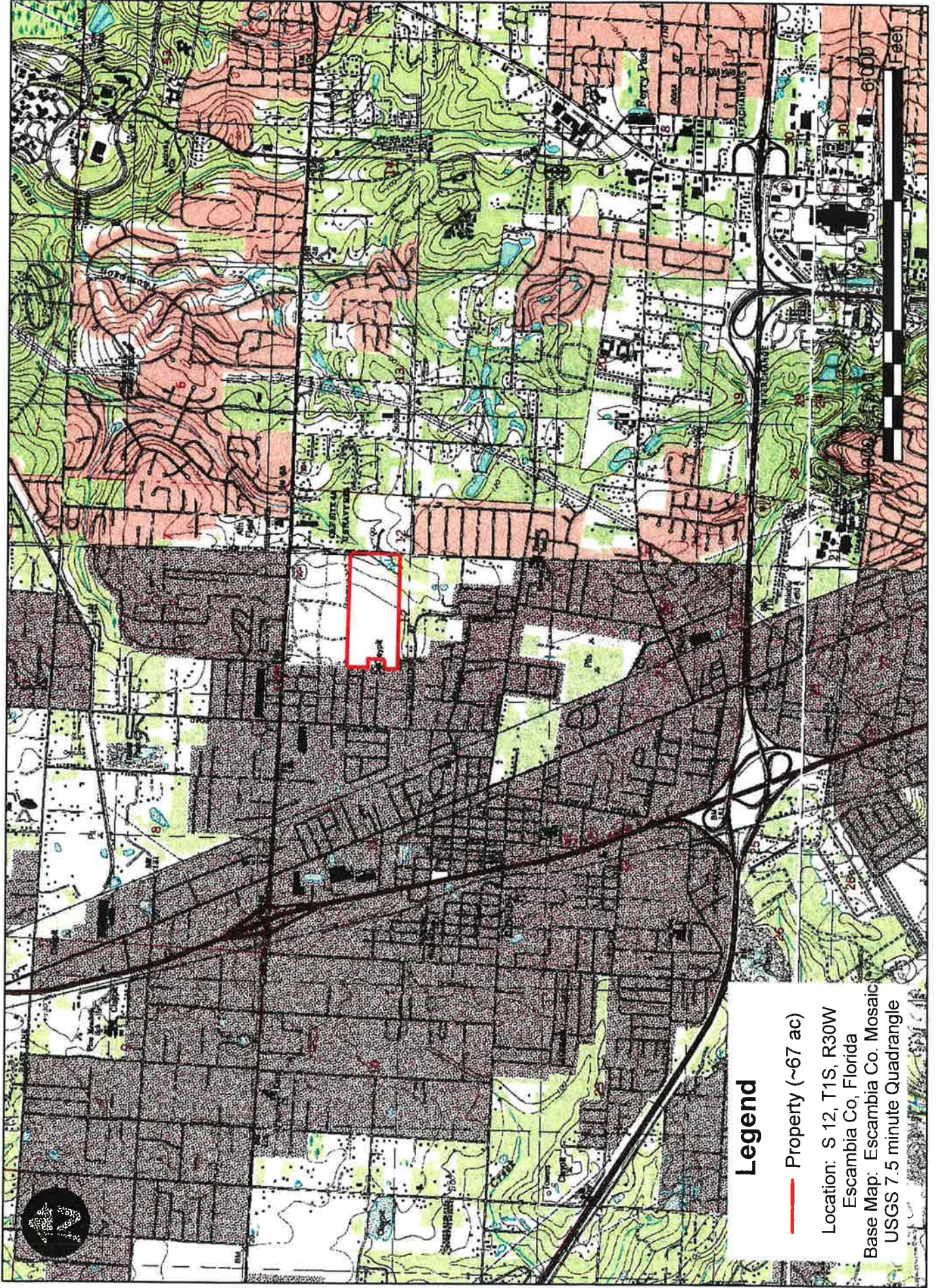
Vittor & Associates delineated approximately 2.9 acres of jurisdictional wetlands on the site. The survey was conducted according to the methods set forth by the Army Corps of Engineers and Florida DEP. The wetland map is attached.

Please call if you need additional information concerning this survey.

Sincerely,

Terry Whitehurst

Wetlands Department Manager

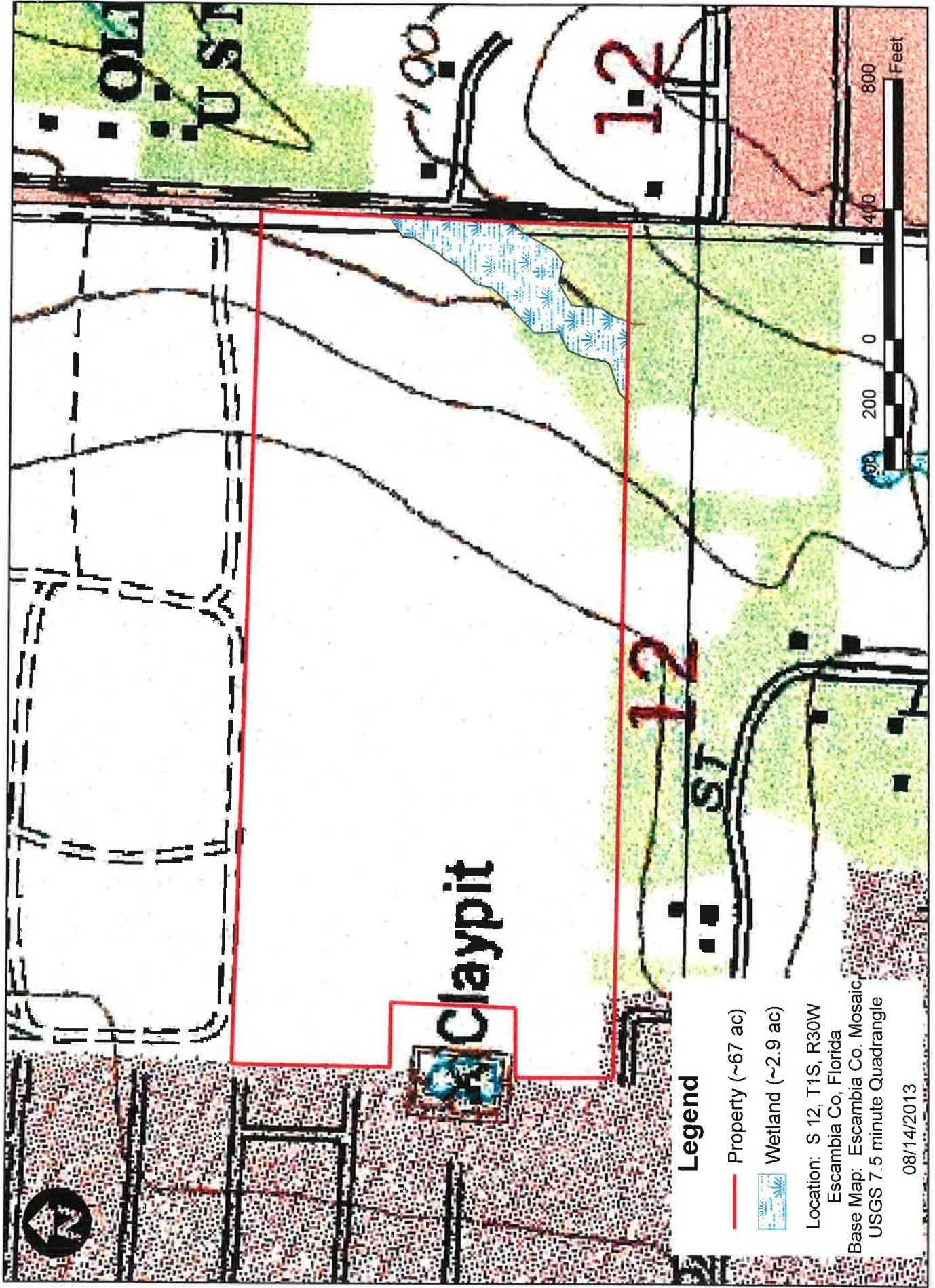


Legend

— Property (~67 ac)

Location: S 12, T1S, R30W
Escambia Co, Florida

Base Map: Escambia Co. Mosaic
USGS 7.5 minute Quadrangle





BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

Dr. Don Imm
U. S. Fish and Wildlife Service
Panama City Ecological Services Field Office
1601 Balboa Avenue
Panama City Florida, 32405-3792

August 14, 2013

Subject: Threatened/Endangered Species Survey for a 67-acre property located on Airway Drive Escambia County, Florida.

Dear Dr. Imm:

Barry A. Vittor & Associates, Inc. inspected a 67-acre property located on Airway Drive in Escambia County, Florida for the presence of threatened and/or endangered species. The project is located in Section 12, Township 13 South, and Range 30 West. Latitude/Longitude coordinates for the project site are N 30.527478/W -87.250226. The site is located on Cantonment, Florida, USGS 7.5-minute topographic quadrangle.

Pedestrian surveys of the project site were performed by Vittor & Associates Wetland Biologist, Matthew Stowe and Wetland Manager Terry Whitehurst on August 14, 2013. Target species for this survey were selected based on current knowledge of individual species' distributions and their specific habitat requirements. The USFWS Panama City Ecological Field Services' website (<http://www.fws.gov/panamacity/resources/pdf/Species%20List/2012Panhandle.pdf>; *Florida Federally Listed Species by County*) was also utilized as a reference. Species selected as targets for the survey included Reticulated Flatwoods Salamander (*Ambystoma bishopi*), Eastern Indigo Snake (*Drymarchon corais couperi*) and Red-cockaded Woodpecker (*Picoides borealis*).

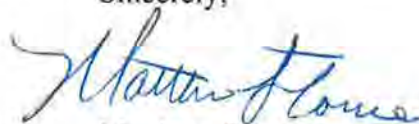
Habitat bordering Airway Drive consisted mainly of pine plantation. Wetlands identified in our survey area were located on the southeast portion of the property. Vegetation found in the uplands consisted of water oak (*Quercus nigra*), loblolly pine (*Pinus taeda*), sweet gum (*Liquidambar styraciflua*), blueberry (*Vaccinium sp*), yaupon (*Ilex vomitoria*), and live oak (*Quercus virginiana*). Wetland vegetation consisted of sweetbay magnolia (*Magnolia virginiana*), red maple (*Acer rubrum*), Chinese privet (*Ligustrum sinense*), and swamp tupelo (*Nyssa biflora*).

No federally protected species were noted on or near the project location. No pine trees suitable for use as cavity trees by Red-cockaded Woodpecker were found and

foraging habitat does not exist on the project site. This species is not expected to occur within the project boundaries. No individuals of Indigo Snake or Reticulated Flatwoods Salamander were observed within the project site and no habitat suitable for these species is present. Given the results of our survey, it is our professional opinion that any development of the property will not affect any federally listed species.

We request U. S. Fish and Wildlife Service concurrence with our findings at your earliest convenience. Please feel free to contact us if you have any questions or need any additional information.

Sincerely,



Matthew Stowe,
Wetlands Biologist

cc: Kevin Kirchharr
Smart Living, LLC

Data and Analysis

Airway Drive Mixed Residential Development

90 single family and 480 multifamily Units

The subject site is accessible from Hwy 90 (Nine Mile Road) from the north and Johnson Avenue from the south by way of Airway Drive which runs along the easterly side of the site and the large recreational park facility. Airway Drive is located along the easterly side of the Jones Park and the subject site (see location maps), and is a short two lane facility terminating at Nine Mile Road on the north end and Johnson Avenue on its south end. Nine Mile Road is a multi-lane facility designated as a hurricane evacuation route and the Airway intersection contains decell/accell lanes and dedicated turn and acceleration lanes for east and west bound traffic exiting from Airway (see location map). Airway Drive is a two lane local roadway which has recently been upgraded with new paving, lay-back curbs and gutters and sidewalks on both sides of the facility from Johnson Avenue on the south to Nine Mile Road on the north. Johnson Avenue connects Airway to Chemstrand Road and Hwy 29 to the west and Davis Highway/I-10 to the east.

Area Growth Corridor Much new development has occurred along Nine Mile Road over the past 6-8 years and this area in mid-county continues to be the leader in new construction activities. The largest development on east end of Nine Mile Road continues to be the expanding campus of the University of West Florida. Not only continuing to construct student housing and classroom facilities, the University recently acquired the nearby Scenic Hills Golf Course facility located about one mile east of the Airway/Nine Mile intersection. Additionally, the University

recently announced a joint venture with private developers to construct a large complex containing meeting facilities, new student housing complex and a convention center, all fronting on east Nine Mile Road. This demonstrates the need for additional housing and community needs in this area of the county.

On the west end of Nine Mile Road (approximately 4-5 miles from the site) is the existing Navy Federal Credit Union campus which recently acquired the large and adjacent Langley Bell 4-H Club agricultural farmland for expansion purposes. Navy Federal has relocated its north American headquarters to the site and will soon be the largest single employer in Escambia county with over 4,800 workers. Ground breaking has occurred and much of the expansion is currently underway. This Nine Mile Road corridor of the county continues to be the strongest developing portion of the area which will further increase the housing demand.

WELL HEADS As shown on the attached Well Head Proximity Map, the site is located approximately 1/4 mile south of an existing well head owned by the Emerald Coast Utility Authority (ECUA). The well head is located within the John R. Jones Recreation Complex and its cone of influence covers approximately 1/2 of the proposed 70 acre development site. As a result, the drainage design of the site will require special review and approval of the ECUA.

STORMWATER MANAGEMENT Topographical features show that the site is higher on the west end. As shown on the attached site/contour map, the westerly end was found to have an elevation of 129 feet, while the easterly edge of the site had a 96 feet elevation contour. With a 33' downhill gradient, the existing

stormwater drainage pattern is from west to east. This is similar to the existing stormwater drainage system within Jones Recreation Park as evidenced by the location of the existing drainage pond located at the extreme southeastern corner of park property.

The proposed stormwater design for the 70 acre site will include the use of pipe, curb and gutter and swales, among others. The collected stormwater will be directed into two linear ponds running east and west along the site boundary together with a larger facility located near the northeast corner of the property. This location will be across the entranceway street from the holding pond that serves the recreation park as shown on the attached site/contour map. The easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. Prior to any site activity these areas will be flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern. The proposed stormwater plan will then be designed and submitted for review and approval by all appropriate county, state and federal regulatory offices.

TRAFFIC: Access to the site from the east will be from Airway Drive, a second access point will likely be a connection from the site to Topeka Road which is an existing county road that terminates at the westerly boundary line of the site and a third access point will be located at the extreme southwest corner of the site exiting on to Barker Street. Barker street then will allow traffic to proceed west connecting to Chemstrand Road. This Topeka Road access will then allow site traffic an ingress/egress connection to Chemstrand Road, located about 900' west of the

site. As shown on the attached access map, the apartments located on the westerly end of the site can also travel east along the proposed roadway located along the northerly edge of the site to Airway. As proposed, then, the multifamily apartments will have three ingress/egress points while the single family side of the development will have two.

As earlier referenced, Airway Drive has recently been resurfaced and represents the best roadway in the area with sidewalks on both sides of the pavement in addition to curbs and gutters for stormwater control enhancements. Airway Drive terminates at Johnson Avenue on its southern end. Johnson Ave. is designated as a Collector Roadway running east to the first major intersection at Davis Highway and west to Chemstrand Road and Highway 29. It is anticipated that perhaps as much as 50% of the trips generated from the site will be headed east and south to the Pensacola area and will do so by way of this Johnson Avenue/Davis Highway/I-110 connections. Trips headed north and west from the site would likely use either the Topeka Road or Johnson Avenue roadways to access Chemstrand Road to Hwy.29

Traffic head north and east from the site would likely use Airway Drive and Nine Mile Road to reach the major shopping center for the area at University Parkway or to reach the UWF main campus of further east to Santa Rosa County.

RECREATION AND OPEN SPACE: As referenced earlier, the site is located south and adjacent to the John R. Jones Park which is the counties flagship baseball and football recreational facility. With this in mind, the proposed design of the residential community will likely include internal walking connections allowing residents to access the park without walking along Airway Drive. Given the size and open spaces afforded by the Jones Park next door, it is anticipated that existing facilities have

sufficient capacity to meet the recreation and open space needs of this proposed new development.

HISTORIC / ARCHITECTUAL SIGNIFICANCE: Upon request, the Archeology Department of the University of West Florida examined their records and found that there were no indications of any historical event or archeological findings for this area. A copy of this finding from UWF Dr. John Phillip is attached.

SCHOOLS: A letter identifying potential development impacts on the area school facilities has been requested. Schools of potential impact include:

Ensley Elementary School

Woodham Middle School

Pine Forest High School

UTILITY IMPACTS: A letter identifying potential development impacts on utility capacities including water, sanitary sewer and garbage collection, has been requested.

Proposed Mixed Residential Development

Airway Drive

Pensacola, Florida

Consistency with Relevant Portions of the Escambia Comprehensive Plan

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

RESPONSE: During the plan review process, the required buffering methodology will be identified for review and approval by County officials. The approved method of buffering will then be installed/planted by developers.

FLU 1.2.2 LDC Provisions. Escambia County shall include provisions in the LDC that require identification and preservation of significant archeological and/or historic sites or structures within the County. The provisions will include protection for all sites listed on the Florida Master Site File and will be developed in cooperation with the Department of State, Division of Historical Resources. The provisions also will include requirements that provide for the cessation of land disturbing activities any time artifacts with potential historical significance are revealed during construction activities on any site with potential historical significance. The purpose of the cessation is to allow time to determine the

significance of any artifact or historical evidence found on the site. Normally, determinations will be made by those approved to make such determinations by the Division of Historical Resources.

RESPONSE: This site was acquired by the School Board from the U.S. Navy and it had been periodically used in flight training purposes in the 1950s and 1960s. After acquisition, the site was planted with slash pine trees which are present today. The site was researched by the Archeology Department of the University of West Florida for any indication of historical significance. The attached statement from Dr. John Phillip concludes that the site had/has no historical significance.

FLU 2.1.1 Infrastructure Capacities. Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

RESPONSE: This application is requesting approval to construct a mixed residential use on the 70 acre site consisting of 90 single family lots and 480 apartment units. The site location is central and is within the water/sewer/garbage service area of the Emerald Coast Utility Authority (ECUA). The attached ECUA letter concludes that it has all needed infrastructure elements in place with sufficient capacity available. (See service providers letter in application)..

MOB 1.1.1 New Development. Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County standards so that the roads, upon construction, may be accepted into Escambia County's road system. Nothing in this policy shall be interpreted to preclude the County from requiring the development to pay all costs to the County associated with construction of any transportation improvement made necessary by the development.

RESPONSE: This proposed development will submit detailed site plans identifying required improvements all of which will be paid by the developer.

MOB 1.1.2 Level of Service (LOS) Standards. Levels of Service (LOS) based on annualized p.m. peak hour conditions will be used to evaluate facility capacity and for issuance of development orders. LOS standards for all roadways are hereby established as shown below according to the functional classification of roadways identified on the 2005 Federal Functional Classifications Map. The Mobility Series includes the 2005 Federal Functional Classifications Map, the Number of Lanes – Escambia County Map, the FL-AL TPO Prioritized Bicycle & Pedestrian Projects Map, the Transportation Improvement Program FY 2010-2014 Major Projects Map, the Traffic Volume & Level of Service Report, and the FL-AL TPO Long Range Plan (future roadway). The FDOT LOS standards are also used for SIS facilities.

RESPONSE: This proposed development will not degrade Highway 90 which is designated by the Florida Department of Transportation as a Principle Arterial roadway with an adopted Level of Service Standard at "D".

MOB 1.1.3 On-site Facilities. All new private developments, including but not limited to planned unit developments, shopping centers, multifamily residential projects and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, facilities for non-motorized transportation and sufficient vehicular parking to accommodate the needs of the development.

RESPONSE: Preliminary internal circulation design shows the site will be accessible from the east, west and south. These plans will be submitted to the County for review and approval. The plans will contain overall parking and traffic circulation patterns and will comply with this element of the Comprehensive Plan.

INF 3.1.8 Developer Responsibilities. Installation of stormwater management facilities made necessary by new development shall be the responsibility of the developer.

RESPONSE: Required stormwater management plan and facilities will be designed and installed at the developers expense.

INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development shall be the responsibility of the developer unless otherwise funded by the service provider.

RESPONSE: The developer will pay for all agreed costs associated with any required modifications to the water lines.

INF 5.1.3 Wellhead Protection. Wellhead protection zones shall be located based in part upon the most current NFWFMD three-dimensional sand and gravel aquifer computer model. Compliance with design and performance standards pursuant to Chapter 62.532 Florida Administrative Code, is required to adopt FDEP minimum wellhead protection standards.

RESPONSE: As shown in the attached wellhead location map, this site is located near a potable water extraction facility. The Potable Wells Wellhead Protection Areas Map shows the site has a substantial portion within a protection boundary area. As such, the project will require a review by the Emerald Coast Utility Authority water utility to determine impacts and remediation..

CON 1.1.1 Environmentally Sensitive Lands. Escambia County shall inventory the County's environmentally sensitive lands as defined in Chapter 3, Definitions. The Escambia County Wetlands Map and the Escambia County Special Flood Hazard Areas Map.

RESPONSE: Existing inventory maps indicate that a small area in the extreme southeast corner of the site may likely contain jurisdictional wetlands. As shown on the preliminary site layout, this area is being completely avoided and will remain in its natural state.

CON 1.3.1 Stormwater Management. Escambia County shall protect surface

water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE: Plans depicting stormwater management and treatment will be submitted to Escambia County for review and approval to assure compliance with this requirement.

OTHER: The site is not located within any designated Area of Critical State Concern.



P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

July 8, 2013

Mr. Lewis W. Breland
Smart Living, LLC
2101 Clinton Avenue
Huntsville, AL 35801

Re: Airway Drive Residential Development (Airway Drive)

Dear Mr. Breland:

In response to your inquiry concerning availability of water and sewer service for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

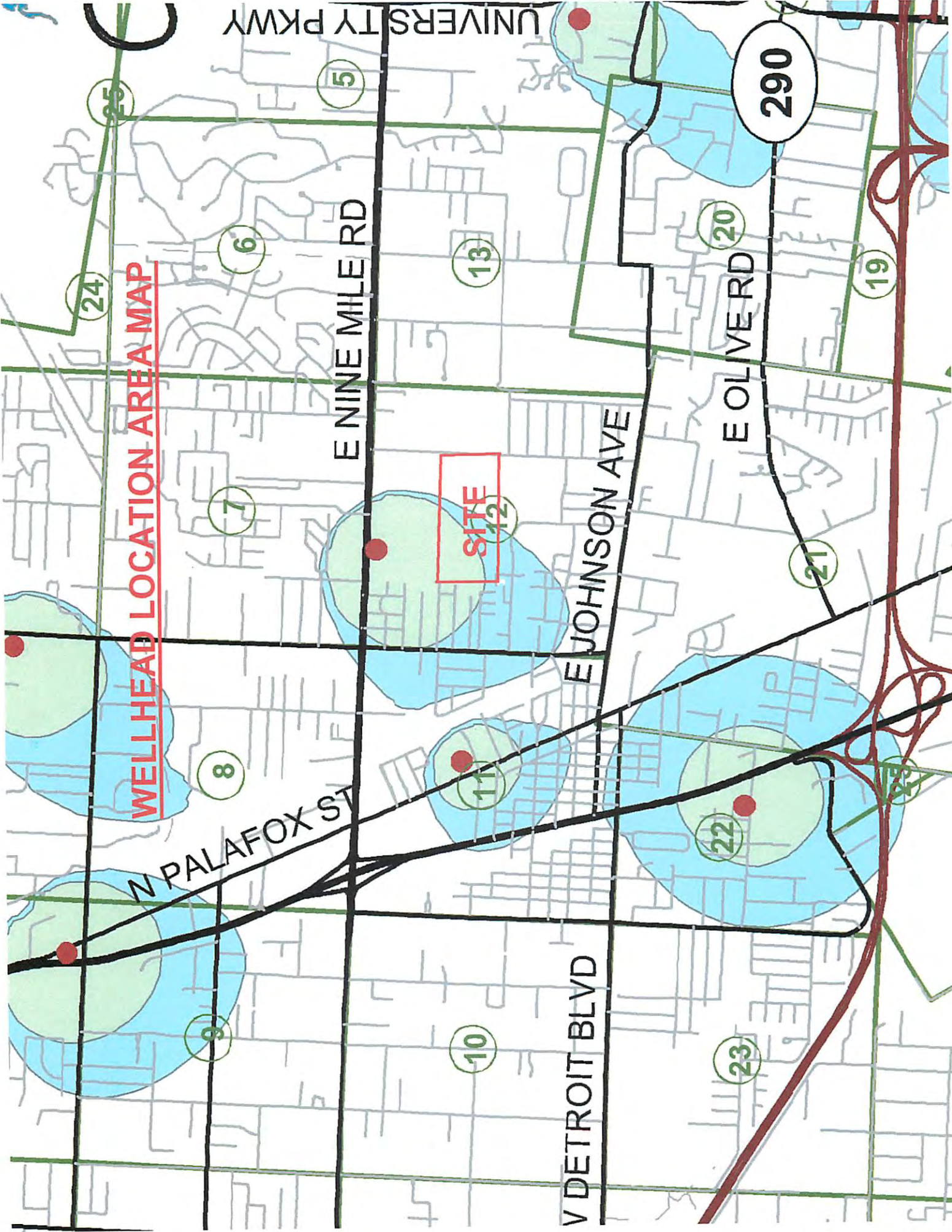
A handwritten signature in black ink, appearing to read "W. E. Johnson, Jr.", is written over a horizontal line.

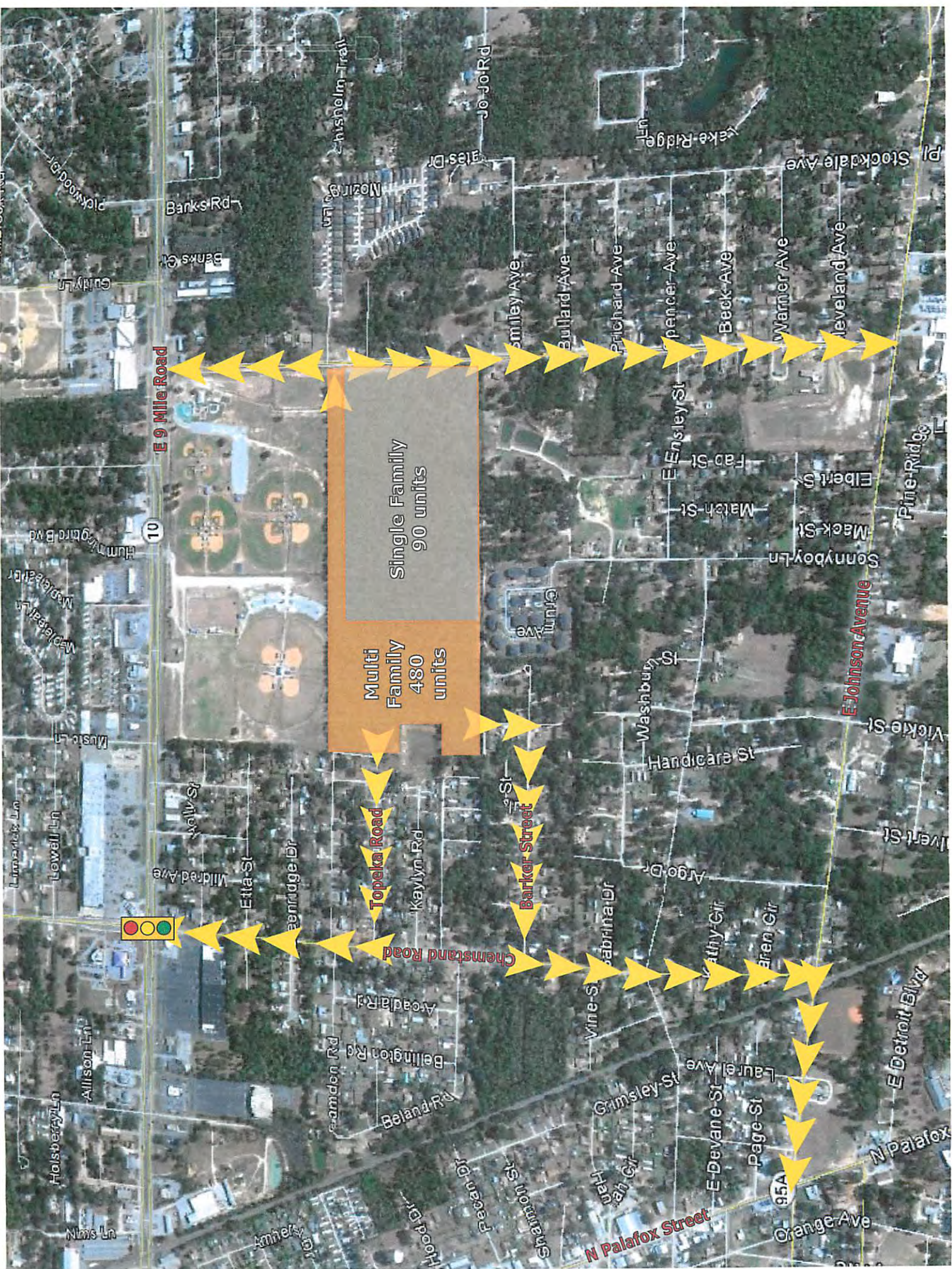
William E. Johnson, Jr., PE/LS
Director of Engineering

cc: Buddy Page, MPA, APA, Professional Growth Management Services, LLC
File

WEJ/vlf

WELL HEAD LOCATION AREA MAP





TRAFFIC DISTRIBUTION FOR 70 ACRES SITE ON AIRWAY DRIVE

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: LSA 2013-01 – Airway Drive
Location: Airway Drive
Parcel #s: 12-1S-30-2001-001-001
Acreage: 69.462 (+/-) acres
Request: From Public (P) to Mixed-Use Urban (MU-U)
Agent: Wiley C. Page, Agent for Chad Pullum

Meeting Dates: Planning Board September 9, 2013
BCC October 3, 2013

Summary of Proposed Amendment:

The agent requests a Future Land Use (FLU) map amendment to change the future land use category of a 69.462 (+/-) acres parcel from Public FLU to Mixed-Use Urban FLU. The zoning designation for the referenced parcel is S-1, Outdoor Recreational District (noncumulative). If the FLU amendment is approved, the applicant must apply for a rezoning to a category that would be compatible and would allow for the proposed project.

The subject parcel is accessed via Airway Drive, south of Nine Mile Road. The property is surrounded by single family residences and multi-unit developments. The north boundary of the property is adjacent to the R. Jones Athletic Park.

The applicant has indicated that the proposed development is for 90 single family residences and 480 multifamily units on-site.

Land Use Impacts:

Under Comprehensive Plan FLU Policy 1.3.1, Future Land Use categories descriptions, the current Public (P) FLU category is intended for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies. Specific allowable uses include public parks, local, regional, state or federal facilities, public structures or lands, quasi-public facilities providing public services. The Public FLU does not have any residential densities allowed and there are no designated intensities for the category.

Staff Analysis: The allowable uses under proposed the Mixed-Use Urban FLU category are intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses

within the category as a whole. If the large scale amendment is approved, the maximum density for any future new development on the Mixed-Use Urban parcel is 25 dwelling units per acre and a non-residential maximum intensity of 2.0 floor area ratio (FAR). In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: a) Residential – 70% to 85%; b) Public/Rec/Inst. – 10% to 25%; c) Non-Residential – 5% to 10%.

The impact on nearby residential uses would be minimal and compatible, as similar structures and uses are located adjacent to the proposed site while at the same time, the proposed project would provide for infill development. Any proposed improvements within the parcel will be further evaluated during the Site Plan Review process for overall concurrency.

Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas

To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System

Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards

Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.

The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy

the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

Potable Water

The agent's application packet contains a letter from the Emerald Coast Utility Authority, stating that potable water service is available in the area of the proposed amendment. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate site and system improvements and potential update requirements.

Staff Analysis: Emerald Coast Utilities Authority (ECUA) standard for non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application, using residential development standards for which population can be estimated from proposed dwelling units (households). Once the project is submitted and in coordination with ECUA, all of the LOS standards will be evaluated, during the Site Plan Review process.

Sanitary Sewer The applicant stated in their analysis that ECUA has available capacity to provide sanitary sewer service to the site. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

Staff Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 states that the LOS requirements shall be based upon an equivalent residential connection calculated by the provider. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the Site Plan Review process.

Solid Waste Disposal

The agent stated that the proposed project will use ECUA for solid waste disposal.

Staff Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. The Perdido Landfill current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:

- a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.*
- b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.*
- c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.*
- d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.*

The agent stated that at time of application, storm water management plans will be submitted for concurrency evaluation.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County storm water engineer will evaluate the proposed project to ensure all of the storm water management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the site plan review process.

Traffic Concurrency

*Under Comp Plan CMS 1.1.2 **Primary Tasks**. The County Administrator, or designee, shall be responsible for the five primary tasks described below:*

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;*
- b. Determining concurrency of proposed development that does not require BCC approval;*
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;*
- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and*
- e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program*

to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

The application states that the proposed development will not degrade State Highway 90 which is designated by the Florida Department of Transportation as a principle arterial roadway with the adopted Level of Service Standard at "D".

Staff Analysis: Due to the anticipated impact to the local (County) roadways affected by this proposed development, several improvements may be required. Said improvements may include, but not be limited to, roadway widening, shoulder improvements, striping, sidewalks, bike lanes, traffic calming, left and/or right turn lanes, etc. Any roadway that will be utilized to provide ingress/egress to the subject site shall be brought into compliance with the latest Escambia County requirements. Traffic impacts surrounding roadways have not been analyzed at this stage of development. A traffic impact study will be required during the development review process according to Article 5 of the Land Development Code.

Mass transit shall be coordinated with Escambia County Area Transit (ECAT) during development of the property to reduce vehicle miles traveled thereby reducing greenhouse gas emissions and peak hour demand on state and county roadways.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Recreation and Open Space

Escambia County Comprehensive Plan, Section 3.04, Definitions.

Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

REC1.3.2 Open Space Requirements. *Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund*

therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.

The applicant stated that the site is located south and adjacent to the John R. Jones Park which is the counties flagship baseball and football recreational facility. With this in mind, the proposed design of the residential community will likely include internal walking connections allowing residents to access the park without walking along Airway Drive. Given the size and open spaces afforded by the Jones Park next door, it is anticipated that existing facilities have sufficient capacity to meet the recreation and open space needs of this proposed new development.

Staff Analysis: Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process. The proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

Schools

OBJ PSF 2.1 Level of Service Standards

The narrative from the applicant states that he has requested a letter identifying potential development impacts for school facilities.

Staff Analysis: Representatives from the Escambia County School District will review and comment on all proposals that could have an impact in the projected school capacities and LOS.

SUMMARY: Staff concludes that the proposed development could satisfy all of the requirements listed within the infrastructure analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Impact on Wellheads, Historically Significant Sites and the Natural Environment: Wellheads:

CON 1.4.1 Wellhead Protection. *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

The applicant provide a Well Head Proximity Map showing the site is located approximately 1/4 mile south of an existing well head owned by the Emerald Coast Utility Authority (ECUA). The well head is located within the John R. Jones Recreation Complex and its cone of influence covers approximately 1/2 of the proposed 70 acre development site. As a result, the drainage design of the site will require special review and approval by ECUA.

Staff Analysis: Further evaluation by the Environmental Division and ECUA will be required to ensure standards for wellhead protection areas will be maintained. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Historically Significant Sites

*FLU 1.2.1 **State Assistance.** Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

The applicant stated that this site was acquired by the School Board from the U.S. Navy and it had been periodically used in flight training purposes in the 1950s and 1960s. After acquisition, the site was planted with slash pine trees which are present today. The site was researched by the Archeology Department of the University of West Florida for any indication of historical significance.

Staff Analysis: Evaluation submitted by the applicant of the proposed site and produced by John C. Phillips, M.A., Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida, found no evidence of historically significant artifacts.

Wetlands

*CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

The easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. Prior to any site activity these areas will be flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern.

Staff Analysis:

The applicant has submitted as part of the packet, an environmental evaluation performed by Mr. Terry Whitehurst from Barry A. Vittor and Associates, Inc, dated 16

August 2013, which delineates the existing wetlands. Also attached is a letter from the environmental company to U. S. Fish and Wildlife, requesting concurrency with their no protected Species findings. The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. Escambia County staff will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the Site Plan Review process.

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcel. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; The proposed Mixed-Urban expansion will direct economic growth and the associated land development to an area that will complement the existing growth patterns of development in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar uses within the area. The proposed development promotes the principle of compact development and is aimed at reducing the capital and operating costs of providing public infrastructure and services such as roads, utility lines and garbage collection. As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

3. Promotes conservation of water and energy.

The proposed amendment will ensure that the proposed development is conducted in an efficient manner. Specifically, the proximity of the subject property to other existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy.

4. Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.

The amendment will allow for a comprehensive mix of uses that will lead to a compatible blend between the existing recreational amenities and the proposed development of residential facilities.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

Comprehensive Plan Consistency and Relevant Policies:

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.

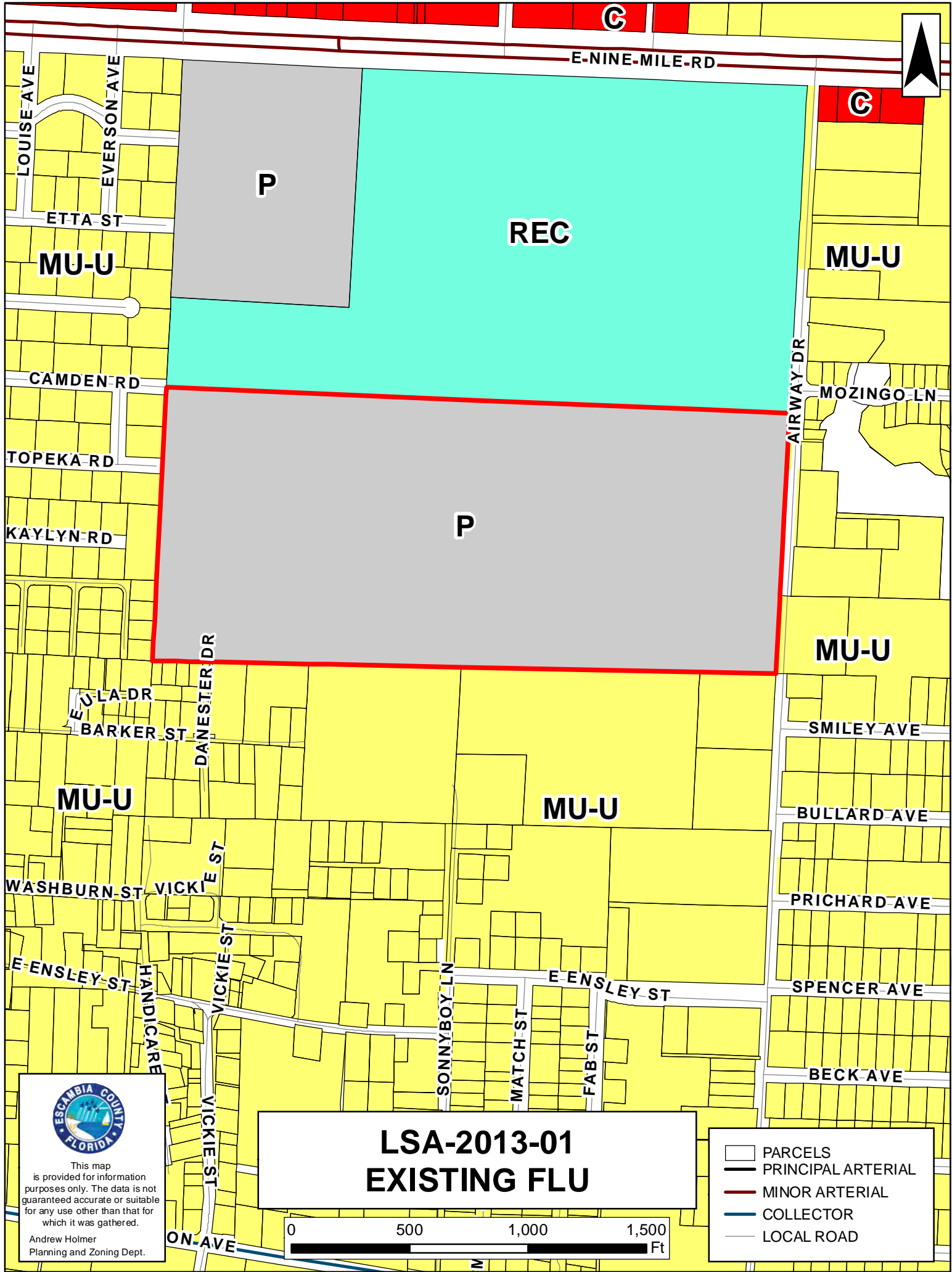
FLU 1.3 Future Land Use Map Designations:

“Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.”

Mixed Use Urban Future Land Use Category:

FLU 1.3.1 states that the Mixed Use Urban FLU “provides for and allows intensive mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses.”

Staff Analysis: As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency. The adopted levels of service would appear to be maintained with the proposed residential development of the parcel. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the Site Development Review process.

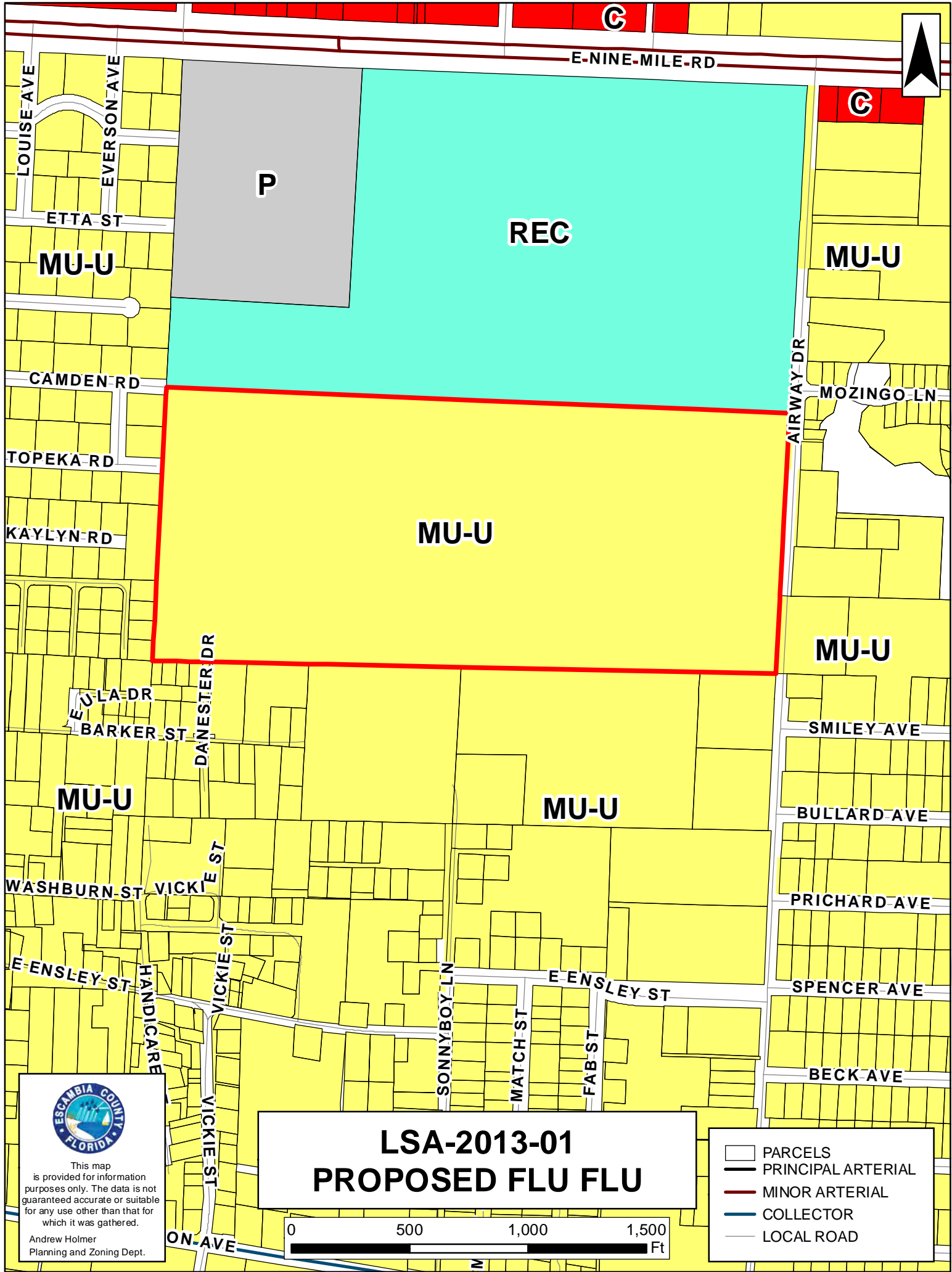


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2013-01 EXISTING FLU

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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Andrew Holmer
Planning and Zoning Dept.



E TEN MILE RD

CHEMSTRAND RD

E NINE MILE RD

JERNIGAN RD

E JOHNSON AVE

CODY LN

E OLIVE RD

N PALAFOX ST

PENSACOLA BLVD



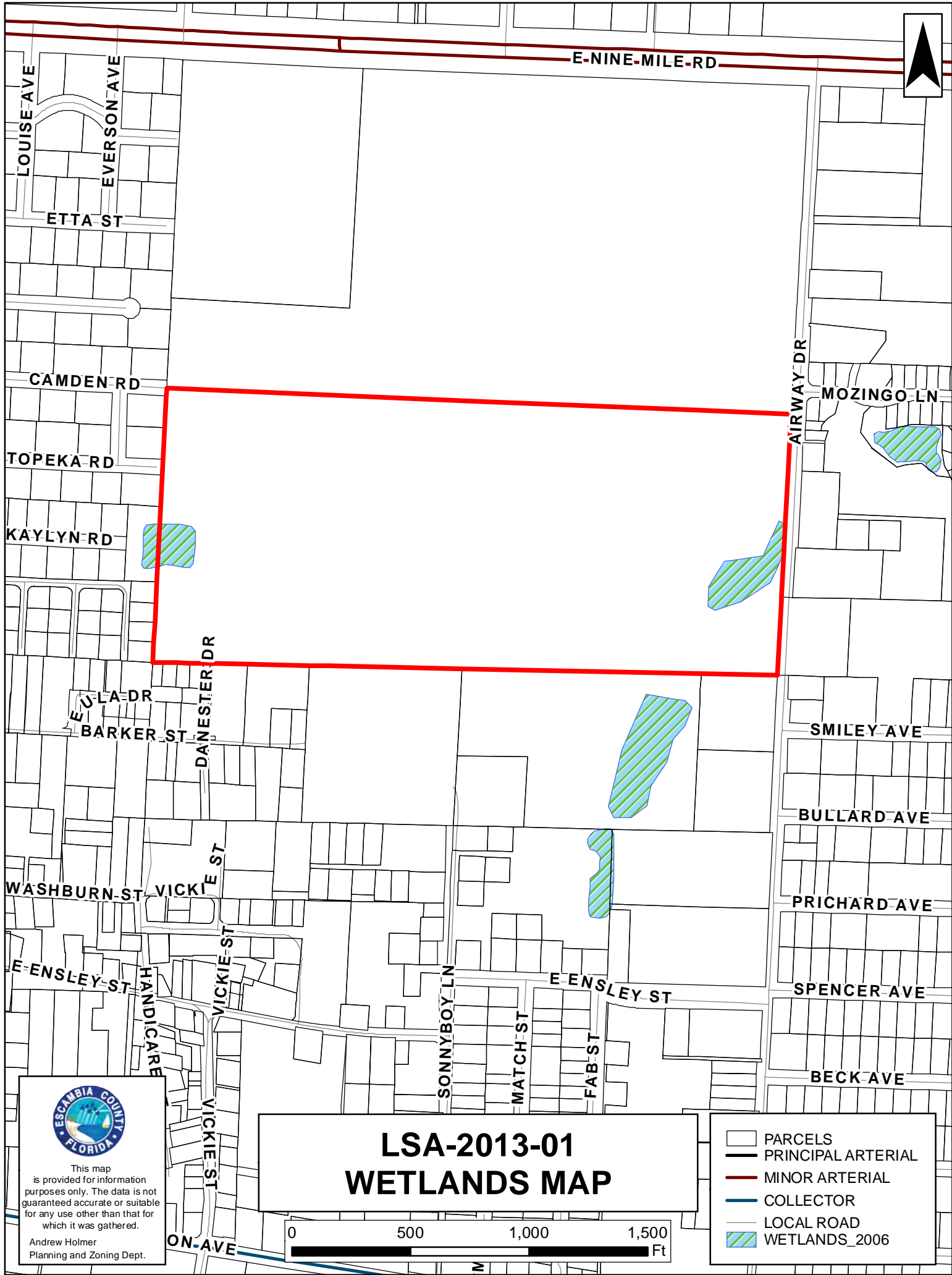
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2013-01 SURROUNDING ROADS

0 1,750 3,500 5,250
Ft

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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Andrew Holmer
Planning and Zoning Dept.

LSA-2013-01 WETLANDS MAP



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5197

Growth Management Report 11. 1.

BCC Regular Meeting

Consent

Meeting Date: 11/07/2013

Issue: Schedule a Public Hearing

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

Thursday, November 21, 2013

5:45 p.m. - A Public Hearing - CIE Annual Update



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5225

County Administrator's Report 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Florida Division of Forestry Annual Report

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Forest Service Annual Report - George Touart, Interim County Administrator

That the Board accept, for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2012-2013, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Florida Forest Service Annual Report

FLORIDA FOREST SERVICE



ANNUAL REPORT TO THE ESCAMBIA COUNTY BOARD OF COMMISSIONERS

FISCAL YEAR 2012-2013

Adam Parden, Forest Area Supervisor

Henry Thompson, Senior Forester

**FLORIDA FOREST SERVICE
ESCAMBIA COUNTY ANNUAL REPORT
FISCAL YEAR 2012/2013
(July 1, 2012 through June 30, 2013)**

SUMMARY

Fire Control/Emergency Response

The Florida Forest Service is an emergency response state agency that provides incident response and assistance to all forms of emergency response incidents, including wildfires, floods, exotic pest eradication, and hurricanes. We have mutual aid agreements with a number of different agencies, including Escambia County Fire Rescue, Navy Fire Rescue, and the City of Pensacola Fire Department. Tactical radio channels are in place with each of our mutual aid partners to provide clear communication on an emergency scene.

The Florida Forest Service currently has two Type 6 fire engines, 3 Tractor/Plow fire units, and one heavy dozer assigned in Escambia County. Those fire units are strategically located throughout the county during periods of high fire danger. This allows us to provide for quick response time to an incident. Air resources, including reconnaissance airplanes and fire helicopters, are also available for our use during most of the year. These resources are located outside the county and must be ordered by forest service personnel.

Our fire investigations are handled by the Florida Department of Agriculture and Consumer Services Law Enforcement Department. The fire investigators that work our fires in Escambia County are based out of Milton and are readily available for assistance.

For Fiscal Year 2012-13, the Florida Forest Service responded to 17 wildfires in Escambia County. As a result, 360 acres were burned. A total of 333 burning authorizations were issued, covering 8,549 acres and 279 piles. Citizens may report a wildfire or obtain a burning authorization by calling our dispatch center at (850)957-6145.

During the fiscal year, Forest Service employees presented fire prevention displays and programs to an estimated 3,435 citizens of Escambia County. Eleven landowners were assisted by establishing pre-suppression firelines and prescribed burning.

Wildland fire training was offered to the local volunteer fire departments. Volunteer fire departments were offered assistance through federal grants.

Florida Forest Service personnel assigned to Escambia County provided wildfire assistance to numerous fires out of district during this past fiscal year; including fires in Florida, Oregon, Arizona, and California.

FIRE CONTROL PROGRAM

Wildfire activity this past fiscal year was below average for most of the year, with it being above average rainfall during the fall and winter months. However, a dry spring greatly increased our wildfire activity through the end of June. We had 17 wildfires that burned 360 acres. Our largest fire was the Guise Lane Fire in southern Escambia County that encompassed 201 acres on Memorial Day Weekend. **We're seeing those wet conditions return this summer with** the reported 4th wettest summer on record.

To help minimize the fire problem in the county, **we've continued to place** a strong emphasis on our fire prevention campaign. This basically consists of both an ongoing educational program and an active landowner assistance policy. This year a total of 17 fire prevention programs were presented to over 3,435 people. We assisted 11 landowners with either pre-suppression firelines or prescribed burning, protecting a total of 511 acres.

We conducted fire prevention programs in a number of schools, including Jim Allen Elementary, NAS Elementary, Northview High, University of West Florida, and Westgate School. We also participated in three Public Safety Days in Ensley, NAS Pensacola, and Pensacola.

The Florida Forest Service conducted a Certified Pile Burner course in Cantonment this past year. This course is designed to educate cooperators and the public on the safe and proper way to conduct pile burning. It was a successful program with over 25 students.

We continue to work closely with all of the volunteer fire departments. This assistance is in the form of training and funding. This past year, the Florida Forest Service participated in the Northwest Florida Volunteer Firefighter Weekend, offering two classes (Basic Wildland Fire Management and Fire Operations in the Wildland/Urban Interface). We also participated with the Ferry Pass Volunteer Fire Department on their annual open house event in October. The Florida Forest Service continues to offer the Volunteer Fire Assistance Program statewide. The Volunteer Fire Assistance Program provides financial, technical, and other assistance to rural volunteer fire departments in Florida. The Molino Volunteer Fire Department received a matching 50-50% grant to purchase a water pumper unit for their brush engine in just the past few years.

The Wildfire Mitigation Program is an ongoing project in the urban/interface areas of the county. We identify areas where there is a threat to property in the event of a wildland fire. An agreement is signed between the landowner and the Florida Forest Service. The Forest Service then chooses to establish permanent firebreaks and/or do a prescribed burn to reduce the fuels and hazards to mitigate the chance of a wildfire. This past year, mitigation was done in the communities of Myrtle Grove, Molino, Pleasant Grove, Cantonment, Pensacola, Gonzalez, and Ferry Pass. Mitigation in these areas helps to protect the following property values.

- 160 structures estimated @ \$59,934,105.
- Estimated Cost/Benefit Ratio: \$1,406/\$1

Some of our larger ongoing mitigation projects are the University of West Florida, Big Lagoon State Park, Roy Hyatt Environmental Center, and the Jones Swamp Nature Preserve.

The Pensacola International Airport was recently added to our Wildfire Mitigation Program this past year. Work has already begun on establishing firebreaks around the forested property surrounding the airport.

This program will continue in the future as new areas will be identified and treated. The work is being done by Forest Service personnel and private contractors under a federal grant, at no cost to any private landowner.

The use of fire as a tool in prescribed burning, disease control, debris burning and other areas is still very popular in the county. The following tables give a break down of the different types of burning done in the county and also the types of wildfires in the past year.

Burning Authorizations Summary

Blackwater Forestry Center
7/1/2012 through 6/30/2013

Escambia

Burn Type	Authorized Fires	Authorized Acres	Authorized Piles
Agricultural--Pasture	37	570	7
Agricultural--Range management	1	0	20
Agricultural--Stubble (post harvest)	1	160	0
Agricultural--Sugarcane	0	0	0
Agriculture--Citrus	0	0	0
Land clearing--Non-residential--With ACI	3	0	5
Land clearing--Non-residential--Without ACI	66	0	123
Land clearing--Residential--With ACI	0	0	0
Land clearing--Residential--Without ACI	96	51	124
Silvicultural--Disease control	2	45	0
Silvicultural--Ecological	72	4,477	0
Silvicultural--Hazard removal	32	1,555	0
Silvicultural--Other	0	0	0
Silvicultural--Prior to seed	0	0	0
Silvicultural--Site preparation	22	1,689	0
Silvicultural--Wildlife	1	2	0
Total	333	8,549	279

Fires by Causes

Blackwater Forestry Center
07/01/2012 through 06/30/2013

Escambia

Cause	Fires	Percent	Acres	Percent
Campfire	2	11.76	5.2	1.44
Children	2	11.76	39.0	10.81
Debris Burn*	0	0	0.0	0
Debris Burn--Auth--Broadcast/Acreage	2	11.76	36.0	9.98
Debris Burn--Auth--Piles	1	5.88	0.8	0.22
Debris Burn--Auth--Yard Trash	2	11.76	1.1	0.30
Debris Burn--Nonauth--Broadcast/Acreage	1	5.88	7.7	2.13
Debris Burn--Nonauth--Piles	0	0	0.0	0
Debris Burn--Nonauth--Yard Trash	0	0	0.0	0
Equipment use*	0	0	0.0	0
Equipment--Agriculture	1	5.88	53.0	14.69
Equipment--Logging	0	0	0.0	0
Equipment--Recreation	0	0	0.0	0
Equipment--Transportation	2	11.76	207.0	57.37
Incendiary	0	0	0.0	0
Lightning	0	0	0.0	0
Miscellaneous --Breakout	0	0	0.0	0
Miscellaneous --Electric Fence	0	0	0.0	0
Miscellaneous --Fireworks	0	0	0.0	0
Miscellaneous --Power Lines	0	0	0.0	0
Miscellaneous --Structure	0	0	0.0	0
Miscellaneous--Other	0	0	0.0	0
Railroad	0	0	0.0	0
Smoking	0	0	0.0	0
Unknown	4	23.53	11.0	3.05
Total	17		360.8	

**FLORIDA FOREST SERVICE
ESCAMBIA COUNTY
COOPERATIVE FORESTRY ASSISTANCE PROGRAM ANNUAL
REPORT
FISCAL YEAR 2012-2013**

SUMMARY

Over half of Escambia County is forest land, and about 122,000 acres are owned by individuals and corporations with less than 1,000 acres. Good forest management improves water quality, retains soil, helps wildlife, and contributes to the local economy by ensuring a continuing supply of raw materials for area mills. A University of Florida analysis of the Forest products industry found that **Escambia County's 250,000** acres of forestland directly contributes \$351 million to the local economy and provides **1,306 jobs**. Forestry's indirect impacts add an additional \$313 million and 5,917 jobs.

The Cooperative Forestry program exists to promote sound forest management to ensure the continued environmental and economic viability of **Florida's forest resources**. **County Foresters provide technical assistance** to landowners, educate the public, and advise local governments on forestry matters. The state Florida Forest Service provides a professional forester, office, vehicle, equipment, and supplies. The annual cost to Escambia County is \$6,000.

In Escambia County, the County Forester provides free consultation and technical services to the public. The forester evaluates timber stands, diagnoses disease and insect problems in timber and urban trees, writes forest management plans, and advises local governments on forestry matters. In 2012-2013, the forester visited all parts of the county with the exception of Santa Rosa Island. However, the majority of the assistance was in the rural parts of the county.

The county forester frequently speaks at schools and adult programs. In the 2012-2013 fiscal year, educational programs at schools and other venues directly reached an estimated 2,685 people.

County foresters occasionally are asked to assist with state management activities, disasters, and educational programs in other counties.

This past year, the county forester received 85 hours of training in forest land management and wildland fire control. The forester assisted private landowners with prescribed burning in Escambia County.

COOPERATIVE FORESTRY ASSISTANCE PROGRAM ACCOMPLISHMENTS, 2012-2013

Technical Assistance to Forest Landowners

The County Forester is a source of information for landowners wanting to improve the management of their forestlands. The forester frequently receives requests for assistance from landowners with specific concerns, such as insect problems, timber sale advice, and reforestation projects.

In the 2012-2013 fiscal years, the forester handled 121 requests for assistance. 88 were requests for information that were completed during an office visit, over the phone, via e-mail, or with a letter and appropriate literature. The forester made 168 landowner assistance visits to properties.

TYPE OF ASSISTS	NUMBER OF ASSISTS	ACRES
Management Plans		
Forest Stewardship Plans	5	2,160
General Forest Management Plans	58	54,923
Prescribed Burn Plans	10	392
Cost-Share Plans	16	676
TOTAL	89	58,151
Prescribed Burning Assists	20	5,334
GRAND TOTAL	109	63,485

New Landowners Assisted: 57

Forest Stewardship Program

The Forest Stewardship Program is the premier program to promote exemplary forest management for multiple resources. County foresters collaborate with wildlife biologists from the Florida Fish and Wildlife Conservation Commission and other experts, as needed, to write a **comprehensive management plan tailored to achieve the landowner's objectives.**

There are 53 landowners in Escambia County who have Stewardship Plans covering over 13,033 acres. There are twenty one landowners, totaling 7,013 acres that are certified Stewardship forest.

Federal and Private Cost-Share Programs

The USDA Farm Service Agency and the Natural Resources Conservation Service administer programs to provide financial assistance to forest landowners and farmers through cost-sharing. Under these programs, landowners and the federal government share the cost of practices to establish tree cover for soil, water, and wildlife conservation. The Conservation Reserve Program (CRP) assists farmers in converting row crops and pasture to forests. The Environmental Quality Incentives Program (EQIP) primarily funds farm pollution control, but can also involve forestry. The Florida Forest Service administers the Southern Pine Beetle Prevention program which provides cost-sharing for timber thinning, prescribed burning, and longleaf pine seedling planting. Most of these programs have seen reduced enrollment in the last few years as funds have been reduced.

During 2012-2013, 3 cost share plans were implemented for landowners who were to receive federal assistance on their property under the various programs mentioned. The forester wrote the planting plan and assisted the landowner before, during, and after their project, inspecting the work through site preparation, planting, and after-planting weed control.

Southern Pine Beetle

The Florida Forest Service inspects forests for outbreaks of the southern pine beetle, which has infrequent population spikes that can cause widespread damage to pines. Throughout the fall, winter, and spring, the county forester monitored bark beetle activity throughout the county. Through June, the southern pine beetle was not active. An aerial SPB flight was conducted over the county with no SPB activity found.

Other Landowner Visits

Other technical assistance includes all other cases where a visit was made by the County Forester without any cost-share or other program. This includes calls **for advice on timber sales. The county forester does not act as a landowner's** agent in timber sales, but can advise the landowner in how to conduct a sale, provide lists of timber buyers and loggers, and help the landowner locate a private consulting forester.

The forester also makes forest health inspections for landowners in the county. This ranges from possible pine beetle infestation in a large tract of timber to yard tree inspections. During 2012-2013, the forester conducted 10 forest health inspections in Escambia County covering 194 acres. The county forester was involved with the timber sale at the Century Correctional Facility.

Information And Education

The County Forester presented 1 adult program and 3 **children's** programs between July 2012 and June 2013.

- **Participated in Northview High School's FFA Food for America program.**
- Actively involved in Northview High School FFA.
- Pensacola and the unified command of Pensacola Naval Complex continue to receive recognition as Tree City USA through the National Arbor Day **Foundation's program.**
- Assisted with Regional FFA competition.
- Conducted Arbor Day Tree giveaway at Jones Swamp Trail Head at Pensacola State College Warrington Campus and at the Raritan in Walnut Hill.
- Tree planting at Cory Station.
- Became a Certified Arborist.
- Mapped Longleaf in Escambia County.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5227

County Administrator's Report 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Escambia County Health Facilities Authority Appointment

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Health Facilities Authority Appointment
- George Touart, Interim County Administrator

That the Board amend its action of October 3, 2013, approving the appointment of Linda T. Miragliotta to the Escambia County Health Facilities Authority, effective October 3, 2013, through October 2, 2017, to change the termination date to August 21, 2017, to coincide with the termination date of the term of Heber Christopher Brooks, Sr., per the request of Paula Drummond, Executive Director and General Counsel of the Escambia County Health Facilities Authority.

BACKGROUND:

This Escambia County Health Facilities Authority (Authority) was created in accordance with Chapter 74-323, Laws of Florida, Acts of 1974. The purpose of the Authority is to assist health facilities in the acquisition, construction, financing and refinancing of projects in any incorporated or unincorporated area within the geographical limits of Escambia County.

On October 3, 2013, the Board of County Commissioners approved the four-year appointment of Linda T. Miragliotta, effective October 3, 2013, through October 2, 2017, to replace Heber Christopher Brooks, Sr., whose term expired on August 21, 2017. Paula Drummond, Executive Director and General Counsel of the Escambia County Health Facilities Authority, on behalf of the Authority, has requested that the termination date of Ms. Miragliotta's appointment be amended to August 21, 2017.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

10-3-2013 Regular BCC Meeting Minutes Page

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-9. Approval of Various Consent Agenda Items – Continued

6. Approving to support the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 11, 2013, for employees who voluntarily participate in this event, and extending Workers' Compensation coverage to County employees involved in this event.
7. Approving the *Request for Disposition of Property* Form for the Office of the Clerk & Comptroller, for property which is to be auctioned/disposed of, all of which is described and listed on the Form with the Agency and reason stated.
8. Approving the *Request for Disposition of Property* Form for the Supervisor of Elections' Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with the Agency and reason stated.
- * 9. Approving the appointment of Linda T. Miragliotta to the Escambia County Health Facilities Authority, effective October 3, 2013, through October 2, 2017, to replace Heber Christopher Brooks, Sr., whose term has expired; Mr. Brooks is not seeking reappointment.

4. 4-H Foundation, Inc. ►

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action concerning a Memorandum of Understanding (MOU) between the Board of County Commissioners of Escambia County, Florida, and the Escambia County 4-H Foundation, Inc., to cooperate in funding a Camp Maintenance Worker position:

- A. Approving the MOU that will provide for the Escambia County 4-H Foundation, Inc., to fund a part-time Camp Caretaker (Maintenance Worker) position at the Langley Bell 4-H Center, as a grant-funded position for Fiscal Year 2013-2014; and
- B. Authorizing the Chairman to sign the MOU.

For Information: The Board heard Commissioner Robertson disclose that he serves on the Board for the 4-H Foundation; however, he is not precluded from voting on this issue.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5205

County Administrator's Report 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Community Redevelopment Agency Chairman and Vice Chairman
Appointments

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Chairman and Vice Chairman Appointments - Keith Wilkins, Community & Environment Department Director

That the Board ratify the October 17, 2013, action of the Community Redevelopment Agency (CRA) designating Commissioner Lumon J. May to serve as Chairman and Commissioner Gene M. Valentino to serve as Vice Chairman of the CRA. The terms will begin upon ratification and coincide with the appointments of the Chairman and Vice Chairman of the Board of County Commissioners.

BACKGROUND:

On March 7, 1995, the Board of County Commissioners adopted Ordinance 95-6 creating the Community Redevelopment Agency (CRA). The ordinance declares the members of the Board of County Commissioners to be the members of the CRA; however, the ordinance does not provide for a method to designate a chair or vice chair. As per Chapter 163.356 (3) (c) Florida Statutes, the governing body of the county or municipality shall designate a chair and vice chair from among the Commissioners. On October 17, 2013, a CRA Meeting was convened to request designation of the CRA Chair and Vice Chair. At this meeting of the CRA appointed Commissioner Lumon May as Chair and Commissioner Gene M. Valentino as Vice Chair. Minutes of the October 17, 2013 meeting are attached.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration or sign-off is necessary for this recommendation.

PERSONNEL:

No additional personnel are needed for this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

As per Chapter 163.356 (3) (c) Florida Statutes, the governing body of the county or municipality shall appoint a chair and vice chair from among the Commissioners. Ratification of these appointments fulfills the statute requirement.

IMPLEMENTATION/COORDINATION:

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

Attachments

October 17 2013 CRA Minutes

CRA Ordinance



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

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

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

Absent: Vice Chair Gene Valentino

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

Call to Order.

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

Proof of publication

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

I. Technical/Public Service

- 1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 16, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the September 16, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

Vote: 4 - 0 - Unanimously

II. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1311 Poppy 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 1311 Poppy Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Emily Sahlin, the owner of residential property located at 1311 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$897 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: 4 - 0 - Unanimously

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 126 Rue Max Street - 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 126 Rue Max Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Patrick D. Pinney, the owner of residential property located at 126 Rue Max Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,187, 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: 4 - 0 - Unanimously

3 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1306 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 1306 Wisteria Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Jose C. Reyes, the owner of residential property located at 1306 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,275, 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: 4 - 0 - Unanimously

4 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 22 Ruberia 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 22 Ruberia Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edward A. Scheper III, the owner of residential property located at 22 Ruberia Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,842 representing an in-kind match through Barrancas Tax Increment Financing, 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: 4 - 0 - Unanimously

5 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 119 Milton 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 119 Milton Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Terrence K. Denny, the owner of residential property located at 119 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,962 representing an in-kind match through Barrancas Tax Increment Financing, 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: 4 - 0 - Unanimously

6 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 104 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 104 Marine Drive:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Thanh-Ha T. Tran, the owner of residential property located at 104 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$974 representing an in-kind match through Barrancas Tax Increment Financing, 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: 4 - 0 - Unanimously

7 Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 1611 North Pace Boulevard - 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 1611 North Pace Boulevard:

A. Approve the Commercial Facade, Landscape, and Infrastructure Grant Grant Program Funding and Lien Agreements between Escambia County CRA and L & L Fresh Seafood, the owner of commercial property located at 1611 North Pace Boulevard, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$10,000 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, 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 building an 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: 4 - 0 - Unanimously

8 Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1611 North Pace 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 1611 North Pace

Boulevard:

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and L & L Fresh Seafood, Inc., the owner of commercial property located at 1611 North Pace Boulevard, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$2,000 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, 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: 4 - 0 - Unanimously

9 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 201 Donald 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 201 Donald Drive:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kara Love, the owner of residential property located at 201 Donald Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,262 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to connect 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: 4 - 0 - Unanimously

10 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 207 Henry Street - 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 207 Henry Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Deborah Brock, the owner of residential property located at 207 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$882, 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: 4 - 0 - Unanimously

11

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 216 Milton 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 216 Milton Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sean Christiansen, the owner of residential property located at 216 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,042 representing an in-kind match through Barrancas Tax Increment Financing, 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: 4 - 0 - Unanimously

III. Discussion/Information Items

CRA staff requested direction from the CRA Board members to designate a CRA Chair and Vice Chair for the new term; to begin upon ratification by the BCC. Commissioner Grover Robinson nominated Commissioner Luman J. May as Chair and Commissioner Gene M. Valentino as Vice Chair. A vote followed that carried unanimously with the four commissioners present. A recommendation will follow to the BCC at the November 7 meeting.

Commissioner Steven L. Barry thanked the CRA staff for their efforts in coordinating and holding the Envision Cantonment meetings. These visioning meetings are being held to gather citizen input for use in writing the redevelopment plan for the Cantonment CRA. Commissioner Barry hopes to attend the next meeting to be held on October 29.

Chairman Luman J. May expressed his concern with the decreased percentage of TIF funding being allocated to the CRA. He asked Keith Wilkins, CED Department Director, to bring forward a request in the next budget season to increase the percentage allocation. Mr. Wilkins agreed with Commissioner May's concerns and will address them when planning the next fiscal year budget.

Adjournment.

Sec. 78-151. - Title.

This article shall be known as the "community redevelopment agency ordinance."

(Code 1985, § 1-24-131)

Sec. 78-152. - Conditions precedent.

The board of county commissioners has complied with the conditions precedent to the creation of a community redevelopment agency by adopting a resolution making a finding of necessity for the rehabilitation, conservation, or redevelopment, or a combination thereof of slum or blighted areas within the unincorporated area of the county and determining that certain areas within the county shall be community redevelopment areas.

(Code 1985, § 1-24-132)

Sec. 78-153. - Declaration.

- (a) The board of county commissioners declares itself to be a community redevelopment agency with all rights, powers, duties, privileges, and immunities vested by F.S. § 163.330 et seq., subject to all responsibilities and liabilities imposed or incurred.
- (b) The members of the board of county commissioners shall be the members of the community redevelopment agency, but such members constitute the head of a legal entity, separate, distinct, and independent from the board of county commissioners.

(Code 1985, § 1-24-133)

Sec. 78-154. - Additional members.

- (a) The board of county commissioners may, at its option, appoint two additional persons to act as members of the community redevelopment agency.
- (b) The terms of office of any additional members appointed shall be for four years, except that the first person appointed shall initially serve a term of two years. Persons appointed under this section are subject to all provisions of this part relating to appointed members of a community redevelopment agency.

(Code 1985, § 1-24-134)

Sec. 78-155. - Powers.

The community redevelopment powers assigned to the community redevelopment agency include all the powers necessary or convenient to carry out and effectuate the purposes and provisions of F.S. § 163.330 et seq., except the following powers which will continue to vest in the board of county commissioners of the county:

- (1) The power to determine an area to be a slum or blighted area, or combination thereof; to designate such area as appropriate for community redevelopment; and to hold any public hearings required with respect thereto.
- (2) The power to grant final approval to community redevelopment plans and modifications thereof.
- (3)

- The power to authorize the issuance of revenue bonds as set forth F.S. § 163.385.
- (4) The power to approve the acquisition, demolition, removal, or disposal of property as provided in F.S. § 163.370(3).
 - (5) The power to assume the responsibility to bear loss as provided in F.S. § 163.370(3).

(Code 1985, § 1-24-135)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5237

County Administrator's Report 11. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Public Hearing Request - Adopting FDEP's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Adopt the Florida Department of Environmental Protection's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes - Keith Wilkins, Community & Environment Department Director

That the Board authorize the scheduling of a Public Hearing on November 21, 2013, at 5:31 p.m., to consider adoption of an Ordinance Adopting the Florida Department of Environmental Protection's (FDEP) Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes.

BACKGROUND:

Pursuant to Section 303(d) of the Federal Clean Water Act and the resulting Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code), the Florida Department of Environmental Protection (FDEP) has classified specific water bodies in Escambia County as "impaired" as a result of the presence of excessive nutrients. Because of this FDEP classification, on January 1, 2012, FDEP issued Escambia County a Municipal Separate Storm Sewer System Permit ("MS4 Permit") No. FLS 000019-03 to governmental entities operating within the incorporated and unincorporated areas of Escambia County, Florida. Section 403.9337, Florida Statutes, and the MS4 Permit requires local governments operating under an MS4 Permit to adopt FDEP's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes prior to January 1, 2014; adopting FDEP's model ordinance will help protect the quality of surface water and ground water resources in Escambia County, and will accordingly advance the public health, safety, and welfare.

The Fertilizer Ordinance is another tool required by the FDEP for local governments to reduce sources of nutrients coming from urban landscapes to reduce the impact of nutrients on Florida's surface and ground waters. Limiting the amount of fertilizer applied to the landscape will reduce the risk of nutrient enrichment of surface and ground waters, but effective nutrient management requires more comprehensive control measures. Such a comprehensive approach is needed that may include, but is not limited to, land planning and low-impact development, site plan design, landscape design, irrigation system design and maintenance, fertilizer application, landscape maintenance, and waste disposal. To be in compliance with FDEP's Total Maximum Daily Load (TMDL) Program and Escambia County's MS4 Permit, Escambia County is required

to adopt this ordinance prior to January 1, 2014.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached draft Ordinance to be approved for legal sufficiency by Ryan Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2013 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING CHAPTER 42, ARTICLE IX, SECTIONS 42-401 THRU 42-414 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ADOPTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S MODEL ORDINANCE FOR FLORIDA-FRIENDLY USE OF FERTILIZER ON URBAN LANDSCAPES, AS REQUIRED BY SECTION 403.9337, FLORIDA STATUTES; PROVIDING LEGISLATIVE FINDINGS, PURPOSE, AND INTENT; ESTABLISHING DEFINITIONS; DEFINING JURISDICTION; REGULATING THE TIMING OF FERTILIZER APPLICATION; ESTABLISHING FERTILIZER-FREE ZONES AND LOW MAINTENANCE ZONES; REGULATING FERTILIZER CONTENT, APPLICATION RATES, APPLICATION PRACTICES, AND MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER; PROVIDING EXEMPTIONS; REQUIRING TRAINING AND LICENSING FOR COMMERCIAL FERTILIZER APPLICATORS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 303(d) of the federal Clean Water Act and the resulting Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code), the Florida Department of Environmental Protection (FDEP) has classified specific water bodies in Escambia County as "impaired" as a result of the presence of excessive nutrients; and

WHEREAS, because of this FDEP classification, on January 1, 2012, FDEP issued its Escambia County Municipal Separate Storm Sewer Permit No. FLS 000019-03 ("MS4 Permit") to governmental entities operating within the incorporated and unincorporated areas of Escambia County, Florida, including Escambia County, a political subdivision of the State of Florida; and

1 **WHEREAS**, Section 403.9337, Florida Statutes, and the MS4 Permit requires
2 local governments operating under an MS4 Permit to adopt FDEP's Model Ordinance
3 for Florida-Friendly Use of Fertilizer on Urban Landscapes; and

4 **WHEREAS**, the Escambia County Board of County Commissioners therefore
5 finds that adopting FDEP's model ordinance will help protect the quality of surface water
6 and ground water resources in Escambia County, and will accordingly advance the
7 public health, safety, and welfare.

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

10
11 **SECTION 1.** **RECITALS**

12 The aforementioned recitals are hereby incorporated into this ordinance as
13 legislative findings rendered by the Board of County Commissioners in support of this
14 ordinance and supplement those findings included under Section 2 of this ordinance.

15 **SECTION 2.** **LEGISLATIVE FINDINGS**

16 Chapter 42, Article IX, Section 42-401 of the Escambia County Code of
17 Ordinances is hereby created to read as follows:

18 **Sec. 42-401. Legislative Findings.**

19 As a result of impairment to Escambia County's surface waters caused by
20 excessive nutrients, or, as a result of increasing levels of nitrogen in the surface and/or
21 ground water within the aquifers or springs within the boundaries of Escambia County,
22 the Escambia County Board of County Commissioners has determined that the use of
23 fertilizers on lands within Escambia County creates a risk to contributing to adverse
24 effects on surface and/or ground water. Accordingly, the Escambia County Board of
25 County Commissioners finds that management measures contained in the most recent

1 edition of the *Florida-friendly Best Management Practices for Protection of Water*
2 *Resources by the Green Industries, 2008*, may be required by this ordinance.

3 **SECTION 3.** **PURPOSE AND INTENT**

4 Chapter 42, Article IX, Section 42-402 of the Escambia County Code of
5 Ordinances is hereby created to read as follows:

6 **Sec. 42-402. Purpose and Intent.**

7 This Ordinance regulates the proper use of fertilizers by any applicator; requires
8 proper training of Commercial and Industrial Fertilizer Applicators; establishes training
9 and licensing requirements; establishes a Prohibited Application Period; specifies
10 allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance
11 zones, and exemptions. The Ordinance requires the use of Best Management
12 Practices which provide specific management guidelines to minimize negative
13 secondary and cumulative environmental effects associated with the misuse of
14 fertilizers. These secondary and cumulative effects have been observed in and on
15 Escambia County's natural and constructed stormwater conveyances, rivers, creeks,
16 canals, springs, lakes, estuaries, and other water bodies. Collectively, these water
17 bodies are an asset critical to the environmental, recreational, cultural and economic
18 well-being of Escambia County residents and the health of the public. Overgrowth of
19 algae and vegetation hinder the effectiveness of flood attenuation provided by natural
20 and constructed stormwater conveyances. Regulation of nutrients, including both
21 phosphorus and nitrogen contained in fertilizer, will help improve and maintain water
22 and habitat quality.

1 **SECTION 4.** **DEFINTIONS**

2 Chapter 42, Article IX, Section 42-403 of the Escambia County Code of
3 Ordinances is hereby created to read as follows:

4 **Sec. 42-403. Definitions.**

5 For this Article, the following terms shall have the meanings set forth in this
6 section unless the context clearly indicates otherwise.

7 “Administrator” means the County Administrator, or an administrative official of
8 Escambia County government designated by the County Administrator to administer
9 and enforce the provisions of this Article.

10 “Application” or “Apply” means the actual physical deposit of fertilizer to turf or
11 landscape plants.

12 “Applicator” means any Person who applies fertilizer on turf and/or landscape
13 plants in Escambia County.

14 “Board or Governing Board” means the Board of County Commissioners of
15 Escambia County, Florida.

16 “Best management practices” means turf and landscape practices or combination
17 of practices based on research, field-testing, and expert review, determined to be the
18 most effective and practicable on-location means, including economic and technological
19 consideration, for improving water quality, conserving water supplies and protecting
20 natural resources.

21 “Code Enforcement Officer, Official, or Inspector” means any designated
22 employee or agent of Escambia County whose duty it is to enforce codes and
23 ordinances enacted by Escambia County.

1 “Commercial Fertilizer Applicator,” except as provided in Section 482.1562(9),
2 Florida Statutes, means any person who applies fertilizer for payment or other
3 consideration to property not owned by the person or firm applying the fertilizer or the
4 employer of the applicator.

5 “Fertilize,” “Fertilizing,” or “Fertilization” means the act of applying fertilizer to turf,
6 specialized turf, or landscape plants.

7 “Fertilizer” means any substance or mixture of substances that contains one or
8 more recognized plant nutrients and promotes plant growth, or controls soil acidity or
9 alkalinity, or provides other soil enrichment, or provides corrective measures to the soil.

10 “Guaranteed Analysis” means the percentage of plant nutrients or measures of
11 neutralizing capability claimed to be present in a fertilizer.

12 “Institutional Applicator” means any person, other than a private, non-commercial
13 or a Commercial Applicator (unless such definitions also apply under the
14 circumstances), that applies fertilizer for the purpose of maintaining turf and/or
15 landscape plants. Institutional Applicators shall include, but shall not be limited to,
16 owners, managers or employees of public lands, schools, parks, religious institutions,
17 utilities, industrial or business sites and any residential properties maintained in
18 condominium and/or common ownership.

19 “Landscape Plant” means any native or exotic tree, shrub, or groundcover
20 (excluding turf).

21 “Low Maintenance Zone” means an area a minimum of ten (10) feet wide
22 adjacent to water courses which is planted and managed in order to minimize the need
23 for fertilization, watering, mowing, etc.

1 “Person” means any natural person, business, corporation, limited liability
2 company, partnership, limited partnership, association, club, organization, and/or any
3 group of people acting as an organized entity.

4 “Prohibited Application Period” means the time period during which a Flood
5 Watch or Warning, or a Tropical Storm Watch or Warning, or a Hurricane Watch or
6 Warning is in effect for any portion of Escambia County, issued by the National Weather
7 Service, or if heavy rain is likely.

8 “Escambia County Approved Best Management Practices Training Program”
9 means a training program approved per Section 403.9338, Florida Statutes, or any
10 more stringent requirements set forth in this Article that includes the most current
11 version of the Florida Department of Environmental Protection’s *Florida-friendly Best*
12 *Management Practices for Protection of Water Resources by the Green Industries,*
13 *2008*, as revised, and approved by the Escambia County Administrator.

14 “Saturated soil” means a soil in which the voids are filled with water. Saturation
15 does not require flow. For the purposes of this ordinance, soils shall be considered
16 saturated if standing water is present or the pressure of a person standing on the soil
17 causes the release of free water.

18 “Slow release,” “controlled release,” “timed release,” “slowly available,” or “water
19 insoluble nitrogen” means nitrogen in a form which delays the availability for plant
20 uptake and use after application, or which extends its availability to the plant longer than
21 a reference rapid or quick release product.

22 “Turf,” “sod,” or “lawn” means a piece of grass-covered soil held together by the
23 roots of the grass.

1 “Urban landscape” means pervious areas on residential, commercial, industrial,
2 institutional, highway rights-of-way, or other nonagricultural lands that are planted with
3 turf or horticultural plants. For the purposes of this section, agriculture has the same
4 meaning as in Section 570.02, Florida Statutes.

5 **SECTION 5. JURISDICTION**

6 Chapter 42, Article XI, Section 42-404 of the Escambia County Code of
7 Ordinances is hereby created to read as follows:

8 **Sec. 42-404. Jurisdiction.**

9 This Ordinance shall be applicable to and shall regulate any and all applicators of
10 fertilizer and areas of application of fertilizer within the unincorporated area of Escambia
11 County, Florida, unless such applicator of fertilizer is specifically exempted by the terms
12 of this Ordinance from the regulatory provisions of this Ordinance. This Ordinance shall
13 be prospective only, and shall not impair any existing contracts.

14 **SECTION 6. TIMING OF FERTILIZER APPLICATION**

15 Chapter 42, Article IX, Section 42-405 of the Escambia County Code of
16 Ordinances is hereby created to read as follows:

17 **Sec. 42-405. Timing of Fertilizer Application.**

18 No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf
19 and/or landscape plants during the Prohibited Application Period, or to saturated soils.

20 **SECTION 7. FERTILIZER FREE ZONES**

21 Chapter 42, Article IX, Section 42-406 of the Escambia County Code of
22 Ordinances is hereby created to read as follows:

1 **Sec. 42-406. Fertilizer Free Zones.**

2 Fertilizer shall not be applied within ten (10) feet of any pond, stream,
3 watercourse, lake, canal, or wetland as defined by the Florida Department of
4 Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top
5 of a seawall, unless a deflector shield, drop spreader, or liquid applicator with a visible
6 and sharply-defined edge is used, in which case a minimum of 3 feet shall be
7 maintained. If more stringent Escambia County Code regulations apply, this provision
8 does not relieve the requirement to adhere to the more stringent regulations. Newly-
9 planted turf and/or landscape plants may be fertilized in this Zone only for a sixty (60)
10 day period beginning thirty (30) days after planting if needed to allow the plants to
11 become well-established. Caution shall be used to prevent direct deposition of nutrients
12 into the water.

13 **SECTION 8. LOW MAINTENANCE ZONES**

14 Chapter 42, Article IX, Section 42-407 of the Escambia County Code of
15 Ordinances is hereby created to read as follows:

16 **Sec. 42-407. Low Maintenance Zones.**

17 A voluntary ten (10) foot low maintenance zone is strongly recommended, but not
18 mandated, from any pond, stream, water course, lake, wetland or from the top a
19 seawall. A swale/berm system is recommended for installation at the landward edge of
20 this low maintenance zone to capture and filter runoff. If more stringent Escambia
21 County Code regulations apply, this provision does not relieve the requirement to
22 adhere to the more stringent regulations. No mowed or cut vegetative material may be

1 deposited or left remaining in this zone or deposited in the water. Care should be taken
2 to prevent the over-spray of aquatic weed products in this zone.

3 **SECTION 9. FERTILIZER CONTENT AND APPLICATION RATES**

4 Chapter 42, Article IX, Section 42-408 of the Escambia County Code of
5 Ordinances is hereby created to read as follows:

6 **Sec. 42-408. Fertilizer Content and Application Rates.**

7 (a) Fertilizers applied to turf within the unincorporated area of Escambia County
8 shall be applied in accordance with requirements and directions provided by Rule 5E-
9 1.003(2), Florida Administrative Code, *Labeling Requirements For Urban Turf*
10 *Fertilizers*.

11 (b) Fertilizer containing nitrogen or phosphorus shall not be applied before
12 seeding or sodding a site, and shall not be applied for the first thirty (30) days after
13 seeding or sodding, except when hydro-seeding for temporary or permanent erosion
14 control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater
15 Pollution Prevention Plan for that site.

16 (c) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape
17 plants except as provided in subsection 42-408(a) for turf, or in UF/IFAS
18 recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs,
19 unless a soil or tissue deficiency has been verified by an approved test.

20 **SECTION 10. APPLICATION PRACTICES**

21 Chapter 42, Article IX, Section 42-409 of the Escambia County Code of
22 Ordinances is hereby created to read as follows:

1 **Sec. 42-409. Application Practices.**

2 (a) Spreader deflector shields are required when fertilizing via rotary (broadcast)
3 spreaders. Deflectors must be positioned such that fertilizer granules are deflected
4 away from impervious surfaces, fertilizer-free zones and water bodies, including
5 wetlands.

6 (b) Fertilizer shall not be applied, spilled, or otherwise deposited on any
7 impervious surfaces.

8 (c) Any fertilizer applied, spilled, or deposited, either intentionally or accidentally,
9 on any impervious surface shall be immediately and completely removed to the greatest
10 extent possible.

11 (d) Fertilizer released on an impervious surface must be immediately contained
12 and either legally applied to turf or any other legal site, or returned to the original or
13 other appropriate container.

14 (e) In no case shall fertilizer be washed, swept, or blown off impervious surfaces
15 into stormwater drains, ditches, conveyances, or water bodies.

16 **SECTION 11. MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE**
17 **MATTER**

18
19 Chapter 42, Article IX, Section 42-410 of the Escambia County Code of
20 Ordinances is hereby created to read as follows:

21 **Sec. 42-410. Management of Grass Clippings and Vegetative Matter.**

22 In no case shall grass clippings, vegetative material, and/or vegetative debris be
23 washed, swept, or blown off into stormwater drains, ditches, conveyances, water
24 bodies, wetlands, or sidewalks or roadways. Any material that is accidentally so
25 deposited shall be immediately removed to the maximum extent possible.

1 **SECTION 12.** **EXEMPTIONS**

2 Chapter 42, Article IX, Section 42-411 of the Escambia County Code of
3 Ordinances is hereby created to read as follows:

4 **Sec. 42-411. Exemptions.**

5 The provisions set forth above in this Ordinance shall not apply to:

6 (a) bona fide farm operations as defined in the Florida Right to Farm Act, Section
7 823.14, Florida Statutes;

8 (b) other properties not subject to or covered under the Florida Right to Farm Act
9 that have pastures used for grazing livestock;

10 (c) any lands used for bona fide scientific research, including, but not limited to,
11 research on the effects of fertilizer use on urban stormwater, water quality, agronomics,
12 or horticulture.

13 **SECTION 13.** **TRAINING**

14 Chapter 42, Article IX, Section 42-412 of the Escambia County Code of
15 Ordinances is hereby created to read as follows:

16 **Sec. 42-412. Training.**

17 (a) All commercial and institutional applicators of fertilizer within the
18 unincorporated area of Escambia County shall abide by and successfully complete the
19 six-hour training program in the *Florida-friendly Best Management Practices for*
20 *Protection of Water Resources by the Green Industries* that is offered by the Florida
21 Department of Environmental Protection through the University of Florida Extension
22 “Florida-Friendly Landscapes” program, or an approved equivalent program.

(b) Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS *Florida Yards and Neighborhoods* program when applying fertilizers.

SECTION 14. LICENSING OF COMMERCIAL FERTILIZER APPLICATORS

Chapter 42, Article IX, Section 42-413 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 42-413. Licensing of Commercial Fertilizer Applicators.

(a) Prior to January 1, 2014, Commercial Fertilizer Applicators within the unincorporated area of Escambia County shall abide by and successfully complete training and continuing education requirements in the *Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries* that is offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent program, prior to obtaining an Escambia County Local Business Tax Certificate for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial Fertilizer Applicators shall provide proof of completion of the program to the Escambia County Tax Collector's Office within one-hundred eighty (180) days of the effective date of this ordinance.

(b) After December 31, 2013, all Commercial Fertilizer Applicators within the unincorporated area of Escambia County shall have, and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per Rule 5E-14.117(18), Florida Administrative Code.

(c) All businesses applying fertilizer to turf and/or landscape plants (including, but not limited to, residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one employee has a *Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries* training certificate prior to the business owner obtaining a Local Business Tax Certificate. Owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program to the Escambia County Tax Collector's Office.

SECTION 15. ENFORCEMENT.

Chapter 42, Article IX, Section 42-414 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 42-414. Enforcement.

(a) The provisions of this section shall be enforced pursuant to those methods prescribed by Chapter 162, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances.

(b) Funds generated by penalties imposed under this section shall be used by Escambia County for the administration and enforcement of Section 403.9337, Florida Statutes, and this section of the Escambia County Code of Ordinances, and to further water conservation and nonpoint pollution prevention activities.

SECTION 16. 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 17.** **INCLUSION IN CODE**

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

7 **SECTION 18.** **EFFECTIVE DATE**

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

9 **DONE AND ENACTED** this_____ day of _____, 2013.

10 BOARD OF COUNTY COMMISSIONERS
11 ESCAMBIA COUNTY, FLORIDA

12
13
14 BY: _____
15 Lumon J. May, Chairman

16
17 ATTEST: PAM CHILDERS
18 CLERK OF THE CIRCUIT COURT

19
20
21 By: _____
22 Deputy Clerk

23
24 (SEAL)

25
26 ENACTED:

27
28 FILED WITH DEPARTMENT OF STATE:

29
30 EFFECTIVE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5213

County Administrator's Report 11. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Request for Disposition of Property

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

Organization: Clerk & Comptroller's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Office of the Clerk of Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the two Request of Disposition of Property Forms for the Office of the Clerk of Court and Comptroller, for property which is to be auctioned or properly disposed of, all of which is described and listed on the Forms with the Agency and reason stated.

BACKGROUND:

The equipment being disposed is either broken or obsolete and is to be recycled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition Forms

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: CLERK OF COURT & COMPTROLLER COST CENTER NO: _____

PAM CHILDERS, CLERK & COMPTROLLER

DATE: 10/15/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Kara Cowen
Kara Cowen

Phone No: 595-4144

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	35553	CABINET ROLLER SHELF	N/A	S113	1988	OBSELETE

Disposal Comments: _____

Not able to locate during inventory would like to request to dispose. Will add back to inventory if located.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

☒ X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration

Date: _____

FROM: Clerk & Comptroller

Clerk (Signature):

Pam Childers

Clerk (Print Name):

PAM CHILDERS, CLERK & COMPTROLLER

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 10-29-13

George Touart

George Touart

Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. bj 05-15-13

SUNGAURD PENTAMATION
DATE: 10/15/2013
TIME: 14:02:11

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno='35553'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION				DEPRECIATION INFORMATION			
35553	CABINET ROLLER SHELF	CLS M	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE	3	DEP LIFE		
-000	MFR STEEL FIXTURE	CAT 104	VENDOR BOWEN		DEP N POST	DP N	DEP METH		
	MODEL S113	PO		UNITS 1	SALVAGE VALU			.00	
	S/N	LOC ARCHIVES	CHECK	UN CST 1312.00	ACCUM DEP			1312.00	
	INVENTORY DATE 08/03/12	FUND TYPE G	ACQUIRE 09/30/88	COST 1312.00	REM BOOK BASIS			.00	
	CONDITION GOOD STATUS	DPT ARCHIVES	INS CO		DEP BASIS			1312.00	
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	LAST POSTING DATE	09/30/06			
					SALE AMOUNT			.00	
					RETIRED DATE				

DISTRIBUTION INFORMATION		ACTIVITY	DEP ORGN	ACCOUNT	PCT
FUNCTION					
REPORT TOTAL	1 RECORDS SELECTED				
	COST	1,312.00			
	INSURANCE VALUE	.00			
	SALVAGE VALUE	.00			
	ACCUMULATED DEPRECIATION	1,312.00			
	SALE AMOUNT	.00			

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: CLERK OF COURT & COMPTROLLER COST CENTER NO: 1100

PAM CHILDERS, CLERK & COMPTROLLER

DATE: 10/16/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):


Kara Cowen

Phone No: 595-4144

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	16872	LANIER RECORDER REEL	205008	LCR-1	1977	Broken
Y	27173	LANIER TAPE RECORDER	141028	164-1105	1982	Broken
Y	28761	DICTAPHONE	217913	5203	1984	Obsolete

Disposal Comments:

Broken and obsolete dictation and recording equipment

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

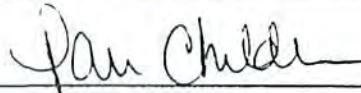
Date: Information Technology Technician Signature:

TO: County Administration

Date:

FROM: Clerk & Comptroller

Clerk (Signature):



Clerk (Print Name):

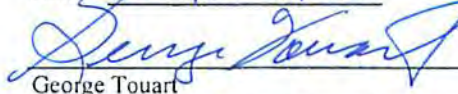
PAM CHILDERS, CLERK & COMPTROLLER

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 10-29-13


George Touart
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. bj 05-15-13

SUNGAURD PENTAMATION
DATE: 10/16/2013
TIME: 14:22:41

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno='16072'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
16072	LANIER RECORDER REEL TO REEL	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR LANIER	VENDOR LANIER BUS.PROD	DEP N POST DP N DEP METH
	MODEL LCR-1	CAT 110 PO UNITS 1	SALVAGE VALU .00
	S/N 205008	LOC CLKBCC CHECK UN CST 1963.00	ACCUM DEP 1963.00
	INVENTORY DATE 07/20/12	FUND TYPE G ACQUIRE 06/29/77 COST 1963.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS STORAGE	DPT BCC CLK INS CO 4 CHANNEL W/FOOT CONTROL-	DEP BASIS 1963.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/10/06
	STORAGE/LUNCH ROOM	LAW SUIT ON	SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
FUNCTION				
REPORT TOTAL 1 RECORDS SELECTED				
COST	1,963.00			
INSURANCE VALUE	.00			
SALVAGE VALUE	.00			
ACCUMULATED DEPRECIATION	1,963.00			
SALE AMOUNT	.00			

SUNGAARD PENTAMATION
DATE: 10/16/2013
TIME: 14:23:03

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno='27173'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
27173	LANIER RECORDER TAPE	FUNDING GENERAL CAPITAL ASSET Y	EST LIVE J DEP LIFE
-000	MFR LANIER	VENDOR LANIER BUS PROD	DEP N POST DP N DEP METH
	MODEL 164-1105	PO UNITS 1	SALVAGE VALU .00
	S/N 141028	LOC CLKBCC CHECK UN CST 2162.95	ACCUM DEP 2162.95
	INVENTORY DATE 07/20/11	FUND TYPE G ACQUIRE 05/12/82 COST 2162.95	REM BOOK BASIS
	CONDITION GOOD STATUS STORAGE	DPT BCC CLK INS CO ADVOCATE 11 W/CASE	DEP BASIS 2162.95
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/10/06
	STORAGE/LUNCH ROOM	LAW SUIT ON	SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION		ACTIVITY	DEP ORGN	ACCOUNT	PCT
FUNCTION					
REPORT TOTAL	1 RECORDS SELECTED				
COST		2,162.95			
INSURANCE VALUE		.00			
SALVAGE VALUE		.00			
ACCUMULATED DEPRECIATION		2,162.95			
SALE AMOUNT		.00			

SUNGAURD PENTAMATION
DATE: 10/16/2013
TIME: 14:23:20

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORTID

SELECTION CRITERIA: assets.tagno-'20761'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
20761	DICTAPHONE 5000	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE J DEP LIFE
-000	MFR DICTAPHONE	VENDOR KMS BUSH PROD I	DEP N POST DP N DEP METH
	MODEL 5201	PO UNITS 1	SALVAGE VALU .00
	S/N 217913	LOC CLKBCC CHECK UN CST 5150.00	ACCUM DEP 5150.00
	INVENTORY DATE 07/20/12	FUND TYPE C ACQUIRE 06/14/84 COST 5150.00	REN BOOK BASIS .00
	CONDITION GOOD STATUS STORAGE	DPT BCC CLK INS CO NCL \$225.00 INSTL	DEP BASIS 5150.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
	STORAGE / LUNCH ROOM		SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION	ACTIVITY	DEP ORGN	ACCOUNT	PCT
REPORT TOTAL 1 RECORDS SELECTED				
COST	5,150.00			
INSURANCE VALUE	.00			
SALVAGE VALUE	.00			
ACCUMULATED DEPRECIATION	5,150.00			
SALE AMOUNT	.00			

Kara Cowen

From: Doris Harris <dharris@escambiaclerk.com>
Sent: Friday, August 30, 2013 3:54 PM
To: 'Kara Cowen'
Subject: RE: Please certify your inventory

Kara,

What is the procedure for disposition of assets? I need to dispose of the following three items:

Asset ID 16872 – Lanier reel-to-reel recorder (very old – no longer works)

Asset ID 27173 – Lanier Recorder, tape (very old – no longer works)

Asset ID 28761 – Dictaphone 5000 (obsolete – no longer needed)

Also, do you have any idea when our office supply order will be delivered? And, we have seven OLD but unused Dictaphone reel-to-reel tapes. What do you recommend? Should I just throw them out, or do you know someone who might be able to use them (if they're still useable, that is)?

Have a great holiday weekend!

Doris Harris, Deputy Clerk to the Board

PAM CHILDERS, Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County

850.595.3918

From: Kara Cowen [<mailto:kcowen@escambiaclerk.com>]
Sent: Monday, August 26, 2013 1:27 PM
To: Doris Harris
Subject: Please certify your inventory

Hi Doris,

Attached is a copy of your inventory worksheets - please certify your inventories attached by signing the certification statement on your inventory worksheet and return back to me via email ASAP! (must be two different people)

Thank you and have a great day!

Kara Cowen, Accounting

Pam Childers, Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County

190 W. Government St.

Pensacola, FL 32502

850-595-4144 (ph) 850-595-4724 (fax)

kcowen@escambiaclerk.com

www.EscambiaClerk.com



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5243

County Administrator's Report 11. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Request for disposition of Property

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

Organization: Clerk & Comptroller's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of Court and Comptroller - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request of Disposition of Property Form for the Office of the Clerk of Court and Comptroller for property which is to be disposed of and is described and listed on the Form with the Agency and reason stated.

BACKGROUND:

The equipment being disposed was not able to be located after inmates helped clean out storage closet and was disposed of with other items at that time.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition Form

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: CLERK OF COURT & COMPTROLLER COST CENTER NO: 1400/1320/9002

PAM CHILDERS, CLERK & COMPTROLLER

DATE: 10/23/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature)


Kara Cowen

Phone No: 595-4144

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	47654	LAPTOP	FA33A	INSP 5000	2000	OBSOLETE

Disposal Comments:

Unable to locate after inmates helped clean out storage closet

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

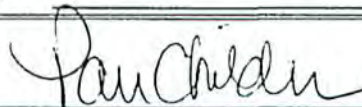
Date: _____ Information Technology Technician Signature: _____

TO: County Administration

Date: 10/24/13

FROM: Clerk & Comptroller

Clerk (Signature):



Clerk (Print Name):

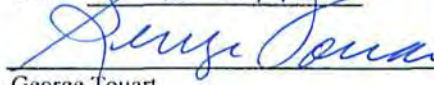
PAM CHILDERS, CLERK & COMPTROLLER

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 10-29-13


George Touart
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. bj 05-15-13

SUNGAURD PENTAMATION
DATE: 10/22/2013
TIME: 15:42:33

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno='47654'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
47654	LAPTOP INSIPRON 5000	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEP LIFE
-000	MFR DELL	VENDOR DELL MARKETING LP	DEP N POST DP N DEP METH
	MODEL INSPIRON 5000	PO 2000235 UNITS 1	SALVAGE VALU .00
	S/N PA33A	LOC BCCTRNS CHECK 60009811 UN CST 2565.00	ACCUM DEP 2565.00
	INVENTORY DATE 09/01/11	PUND TYPE G ACQUIRE 01/08/00 COST 2565.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS	DPT BCC TRNS INS CO	DEP BASIS 2565.00
	NEXT SCHEDULED MAINTENANCE 09/24/12	INS VAL 0.00	LAST POSTING DATE 09/30/06
	SENT TO SWAP SHOP MO	DISPOSAL TO REMOVE FROM	SALE AMOUNT .00
	INVENTORY NOTED 9/24/12		RETIRED DATE

DISTRIBUTION INFORMATION		ACTIVITY	DEP ORGN	ACCOUNT	PCT
FUNCTION					
REPORT TOTAL	1 RECORDS SELECTED				
COST		2,565.00			
INSURANCE VALUE		.00			
SALVAGE VALUE		.00			
ACCUMULATED DEPRECIATION		2,565.00			
SALE AMOUNT		.00			



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5221

County Administrator's Report 11. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Waiver of the Noise Ordinance for Outdoor Veteran's Remembrance Ceremony at 271 Molino Road, Molino

From: Donald R. Mayo, Building Official/Department Director

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Veteran's Remembrance Ceremony - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the outdoor veteran's remembrance ceremony being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, November 9, 2013, from 11:00 a.m. to 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 III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver

Attachments

Application

Site Location



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT

Waiver to Noise Ordinance

Permit Number:

SE 131008622

Building Permit Number:

Approved By:

Date:

Applicant: JOHN ROMAKER

Phone Number: 321: 749.7368

Owner's Name: ROJO DIABLO ENT LLC

Phone Number: 850.754.0278

Owner's Address: 271 MOLINO RD Same as job address

City: MOLINO

State: FL

Zip Code: 32577

Job Address: 271 MOLINO RD

Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:

NOV 9 2013

Description of Activity:

Beginning Time:

11:00 AM

Ending Time:

11:00 PM

VETERANS REMEMBRANCE CEREMONY

Remarks or Comments:

Driving Directions:

29 N TO MOLINO RD RIGHT, FOLLOW 2.3 MILES

Escrow Account Number:

Date:

10-04-13

Applicant Signature:

Title



Disclaimer

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5231

County Administrator's Report 11. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Waiver of the Noise Ordinance for New Year's Eve Fireworks Display Near the Portofino Pier

From: Donald R. Mayo, Building Official/Department Director

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display Launched from a Floating Platform Near the Portofino Pier on Pensacola Beach - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by Portofino Island Resort and launched from a floating platform near the Portofino Pier on Pensacola Beach, from 11:59 p.m., December 31, 2013, to 12:10 a.m., January 1, 2014.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise

Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

This application is processed in coordination with the Santa Rosa Island Authority. Upon approval, the Escambia County Sheriff's Office will be notified of the date, time, and location of this proposed noise waiver.

Attachments

Application

Site Location



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT

Waiver to Noise Ordinance

Permit Number:

SE131009136

Building Permit Number:

Approved By:

Date:

Applicant: Pyro Shows, Inc

Phone Number: 800-662-1331

Owner's Name: Lansden E. Hill, Jr.

Phone Number:

Owner's Address: P.O. Box 1776

City: LaFollette

State: TN

Zip Code: 37766

Job Address: 10 Portofino Drive Pensacola Beach, FL 32561

Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:

December 31, 2013 – January 1, 2014

Description of Activity: This will be a 10 minute duration aerial fireworks display performed at 12 Midnight.

Beginning Time: 12 Midnight

Ending Time: 12:10 AM

Remarks or Comments: Fireworks will be launched from a floating platform near the pier at Portofino Island Resort.

Driving Directions:

Escrow Account Number:

Date: October 3, 2013

Applicant Signature:

Lansden E. Hill, Jr.

Name of Show: Premier Island Mgmt.
Show Location: Portofino Island
Pensacola, FL

Show Date: December 31, 2009
Rain Date: N/A

Maximum Shell Size: 3"
Safety Fallout Radius: 210'

No Storage Required

Pyro Shows, Inc. 10-22-09 db
800-662-1331

Shoot Site Location Approximate Coordinates:
30° 20' 46.73" N
87° 04' 52.63" W





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5187

County Administrator's Report 11. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Re-appointments/Appointment to the Contractor Competency Board

From: Donald Mayo, Building Official

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments/Appointment to the Contractor Competency Board - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning ten reappointments and one new appointment to the Escambia County Contractor Competency Board:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures;

B. Reappoint, retroactively, the following three members, for a three-year term, effective October 1, 2012, through September 30, 2015:

1. David Lee Schwartz, Retired (Swimming Pool Contractor);
2. Victor Carl Wallace, Wallace Sprinkler & Supply, Inc. (Irrigation/Sprinkler Contractor); and
3. James F. Lee, Whitman & Whitman Insurance (Lay Person);

C. Reappoint, retroactively, the following six members, for a three-year term, effective May 1, 2012, through April 30, 2015:

1. James Trice Dukes, Summit Bank NA (Lay Person);
2. Leroy White, Leroy White Construction, Inc. (Building Contractor);
3. Verris "Mac" Magee, Master Gas Contractor, Expert Heating, A/C & Refrigeration, Inc. (Mechanical Contractor);
4. Sam Menezes, Pensacola Christian College (Master Plumbing Contractor);
5. James B. Reynolds, Retired (General Contractor); and
6. Michael E. Batchelor, Batchelor's Incorporated Roofing Contractors (Roofing Contractor);

D. Reappoint, retroactively, John H. Matthews, Retired (Lay Person), for a three-year term, effective June 7, 2013, through June 6, 2016; and

E. Appoint Erwin D. Waters, State Certified General Contractor, for a three-year term, effective November 7, 2013, through November 6, 2016.

BACKGROUND:

The Contractor Competency Board was established overseeing contractor applications and examinations for licensure; recording certificates of competency and issuing renewals to those who qualify, investigating violations of Sec. 18 and/or Florida Statute 489, and upon due cause shown, taking appropriate disciplinary action as allowed by Ordinance and Statute. Members serve three-year terms and those whose terms have expired, may be reappointed to additional terms in accordance with Sec. 18-56, Escambia County Code of Ordinances and Board of County Commissioner Policy, Section I, Part B.1 (D), Appointment Policy and Procedures. The Contractor Competency Board has operated with ten of fifteen positions filled for many years.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan E. Ross, Assistant County Attorney, has received and approved.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety and welfare of persons and property by requiring certification of individuals engaged in, or wishing to engage in the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

David Lee Schwartz Resume_CCB 2013

Victor Carl Wallace Resume_CCB 2013

James F. Lee Resume_CCB 2013

James Trice Dukes Resume_CCB 2013

Leroy White Resume_CCB 2013

Verris Magee Resume_CCB 2013

Sam Menezes Resume_CCB 2013

James B. Reynolds Resume_CCB 2013

Michael E. Batchelor Resume_CCB 2013

John H. Matthews Curriculum Vitae_CCB 2013

Erwin D. Waters Resume_CCB 2013

SCHWARTZ & SCHWARTZ

PROPERTIES • HOLDINGS

DAVID LEE SCHWARTZ

850.572.3551

Objectives:

I would like to continue to serve on the Escambia County Contractor Competency Board.

Qualifications:

I have been in the swimming pool business for 45 years and hold a swimming pool contractor's license. I have served on the competency board for the past 19 years.

Education:

I have a high school diploma from Pensacola High School and attended Pensacola Junior College.

Employment:

Prior to retiring in May 2010, I was in management at Jerry Lee Chemical for over 40 years overseeing day-to-day activities internally and customer relations.

RECEIVED
DL
MAY 23 2013
CONTRACTOR
COMPETENCY BOARD

The Wallace Company



Business Office Address
3607 Andrew Ave, Pensacola, Florida 32505
Business Mailing Address
P.O.Box 1313, Gulf Breeze, Florida 32562
Office 850-434-1199 Fax 850-434-1191
www.wallacehardscapes.com

May 14, 2013

Victor Carl Wallace
Wallace Sprinkler & Supply, Inc.
PO Box 1313
Gulf Breeze, FL 32562

Objective: To Continue to serve on the Escambia County Contractor Competency Board

Qualifications:

I have been an Irrigation/Sprinkler (Specialty) contractor since 1985. I am currently licensed in Escambia, Santa Rosa, and Okaloosa Counties. I have been serving as a Board member in Escambia County since August 1997.

Education:

I graduated from Pensacola Junior College with an AA degree in Business Administration.

Employment:

I am the owner and operator of Wallace Sprinkler & Supply, Inc.

RECEIVED
for
MAY 1st 2013
CONTRACTOR
COMPETENCY BOARD

Serving the Escambia and Santa Rosa Communities for over 40 years.

James F. Lee

605 West Moreno Street • Pensacola, FL 32501

(850) 432-9663 • jimflee@bellsouth.net

EDUCATION

University of Florida, B.A.	1967
Pensacola Junior College, A.A.	1965

INSURANCE LICENSES

0218 – Life & Health
0220 – General Lines Property & Casualty, includes authority to act as an adjuster.
0320 – Public Adjuster (Inactive)(6-20 staff adjuster, 1968-1973)(Ind. Adj., Hurricane IKE, TX 2008)

ADJUNCT TEACHING EXPERIENCE

Florida State University Center for Professional Development	1995 – present (Ins.Planning & RiskMgt., Online and Classroom, CE)
Pensacola State College	1990 – present (Insurance licensing, CE, and Prof. Designations) (general lines and adjusting)
Florida Insurance School	1990 – 1999 (Insurance licensing)

EMPLOYMENT

Insurennet, Inc.	1996 – present	President, owner
Whitman & Whitman Insurance	2002 – present	(Vice President, via purchase of Brown & Brown)
Brown & Brown Insurance	2000 – 2002	Manager, via purchase of Riedman Insurance)
Riedman Insurance	1997 – 2000	(Manager, via purchase of Lee Insurance)
Lee Insurance Agency	1983 – 1997	(President, Owner)
City of Gulf Breeze	1987 – 2003	(Risk Manager by contract)
Santa Rosa County	1981 – 1992	(Risk Manager by contract)
Charles York & Assoc. Insurance Agency	1973 – 1983	(Vice-President)
Travelers Insurance Company	1968 – 1973	(District Claims Supervisor)

PROFESSIONAL and CIVIC ASSOCIATIONS

Gulf Breeze Rotary Club	1974 – present (34 years perfect attendance)
<i>President</i>	2003 – 2004
Combined Rotary of Pensacola, President	2003 – 2004
Escambia County Contractors Competency Board	1997 – present (current Chairman)
Escambia County School Board Insurance Committee	2002 – 2003
Pensacola Yacht Club	1997 – present
<i>Commodore</i>	2004
Santa Rosa County Heath Care Facilities Authority	1983 – 1998 (Vice-Chairman, Secretary)
City of Gulf Breeze Fire Board	1971 – 1995
<i>Chairman</i>	1971 – 1995
City of Gulf Breeze Volunteer Fire Dept.	1969 – 1992 (Captain, 75-92)
Florida Association of Insurance Agents	1988 – 1991 (Board of Directors)
Pensacola Association of Insurance Agents	1976 – 1980 (President, VP, Secretary, Treasurer)
City of Gulf Breeze City Council	1971 – 1972 (Mayor Pro-tem)

AWARDS RECEIVED

Gulf Breeze Citizen of the Year	1981, Gulf Breeze Rotary
Paul Harris Fellow (2)	1981, 2004, Gulf Breeze Rotary
Gulf Breeze Man of the Year	1972, Gulf Breeze Chamber of Commerce

RECEIVED
[Signature]
APR 09 2013
CONTRACTOR
COMPETENCY BOARD

James F. Lee, cont'd

Expert Witness

		Representing
2008-9	TCB Farms v. Oswald-Tripp Ins. Butler-Pappas Scott Katz, Attorney	Plaintiff
2007	Wilson v. Johnson (State Farm)-Butler-Pappas	Defendant
2007	Burch v. Walker (State Farm)-Butler Pappas	Defendant
2007	Nationwide Subrogation (Redden)	Plaintiff
2008	Harris v. One Water Place	Plaintiff
2010	Cedar Hollow Condo Assn v. All Lines Ins. Marshall, Dennehey, Warner, Colman, Coggin Marjoria S. Hensel, Attorney	Defendant
2012	Brannan v. State Farm John Weimuller – Butler Pappas	Defendant

JAMES TRICE DUKES

3029 Keats Drive
Pensacola, FL 32503

PROFESSIONAL EXPERIENCE

Summit Bank NA, Pensacola, FL
Commercial Relationship Manager/Vice President

February 2013 - Present

Coastal Bank and Trust, Pensacola, FL
Commercial Banker/Vice President

2009 – February 2013

Managed loan and deposit portfolio consisting of Commercial, Commercial Real Estate, and Business Banking relationships. Responsible for loan and deposit growth, portfolio management, and expanding relationships with additional bank products and services. Strong emphasis on prospecting for new banking relationships.

Bank of America, Pensacola, FL

1994 to 2009

Vice President-Team Leader/Client Manager, Home Builder Division (1997 to 2009)

Responsible for growth and management of Home Builder and Developer relationships in the Northwest Florida market. Prospected for new relationships and was responsible for cross-selling additional bank products such as treasury management, builder mortgage alliances, and Private Banking personal services.

Vice President/Relationship Manager, Commercial Real Estate Department (1994 – 1997)

Prior to acquisition of Barnett Bank by Bank of America, managed portfolio of commercial developers, commercial contractors, and Home Builders. Responsible for loan and deposit origination and referrals for additional bank products and services.

First Union National Bank, Pensacola, FL

1987 - 1994

Assistant Vice President, Commercial Lending; Responsible for both commercial and real estate loan and deposit origination with area businesses, developers, churches, and professionals.

Southern Home Savings Bank, Pensacola, FL

1986 to 1987

Real Estate Loan Officer; Responsible for establishing and maintaining both a loan and deposit relationship with area builders and developers. Lending involved interim residential construction, permanent commercial real estate loans, vacant lot loans, and acquisition and development loans.

Resume of James Trice Dukes
Page Two

Barnett Bank of West Florida, Pensacola, FL **1981 to 1986**
Assistant Vice President; Responsible for origination and management of a real estate loan portfolio. Lending consisted primarily of interim residential construction and permanent commercial real estate loans to area builders and developers.

AVCO Financial Services, Pensacola, FL **1980 to 1981**
Assistant Branch Manager; Trained in all aspects of consumer credit including personal loans, sales finance, and consumer real estate loans.

EDUCATIONAL AND PROFESSIONAL TRAINING

Florida State University, Tallahassee FL - Bachelor of Science degree – Finance, with minor in Economics; Graduation Date - March 1980

Pensacola Junior College – General Curriculum

COMMUNITY INVOLVEMENT

- Escambia County Construction Industry Competency Board
- Home Builders Association of West Florida
- Previous Board Member and/or Fundraising Volunteer; Ronald McDonald House, United Way, March of Dimes, Boy Scouts of America, United Way Foundation, Springfest, Pensacola Chamber of Commerce

LEROY WHITE
1027 EAST BLOUNT STREET
PENSACOLA, FL 32503

OBJECTIVE

Continue to serve on the Escambia County Contractor Competency Board.

QUALIFICATIONS

Licensed Building Contractor in Escambia County since September 22, 1977

Owner and operator of Leroy White Construction, Inc., providing new construction, remodeling, and repairs to citizens of Escambia County, as well as construction project and management

EDUCATION

Graduate of Pensacola High School

MEMBERSHIP AFFILIATIONS

previous Member of Home Builders Association of West Florida
Escambia County Competency Board

previous Member East Blount Baptist Church
Member Fire Prevention Board of Appeals, City of Pensacola
Retired Member Pensacola, Fire Dept 5/63 12/93

RECEIVED
MAY 1st 2013
CONTRACTOR
COMPETENCY BOARD

Verris "Mac" Magee
6845 Pine Forest Road
Pensacola, Florida 32526
(850) 944-5022

Resume

April 5, 2013

Subject:

Request to be reappointed to the competency board for the next three
(3) years

Experience

I have held a license for air conditioning, general contractor, and master gas contractor and sheet metal for the past 41 years. I have been sole owner and operator of Expert Heating, A/C & Refrigeration, Inc from 1972 thru present date. I currently have nine (9) employees and the business grosses \$400,000. per year.

Education

Refrigeration Service Engineers Society 069-20-2314

Fl Assoc of Plumbing, Gas and Mechanical Inspector's, Inc

Certificate CILB Sponsor #0040000919 CILB Course #0004825

CERT/REG # 0017500,0031243

Course subject Plumbing/Gas

Fl Assoc. of Plumbing, Gas and Mechanical Inspector's Inc.

Certificate CILB Sponsor #0040000919 CILB course #0004826

CERT/REG # 0017500,0031243

Course subject Mechanical/Energy

Florida Department of State

Subject Heating, Air Conditioning & Refrigeration,

Document # 450362

Licenses Escambia County and Santa Rosa County

**Yearly classes taken for from Escambia County Inspectors

Community Service

I have been on the Competency Board for thirty plus years
with out missing a year.

Membership Associations

River Run Hunting Club officer for three (3) years

Mystic Order of Veiled Prophets Grottoes of North America

RECEIVED
me
APR 09 2013
CONTRACTOR
COMPETENCY BOARD



**PENSACOLA
CHRISTIAN
COLLEGE.**

P.O. BOX 18000 • PENSACOLA, FL 32523-9160 • U.S.A. • (850) 478-8493

Sam Menezes
Pensacola Christian College
Box 18000
Pensacola, FL 32503
Phone: 850-969-1610

RECEIVED
He
APR 09 2013
CONTRACTOR
COMPETENCY BOARD

Objective:

I would like to continue to serve on the Escambia County Competency Board.

Qualifications:

I have been in the plumbing business for twenty-four years. I have been a licensed master plumber since 1990. I am a plumbing foreman, a certified backflow technician, and have a pool operator's license.

Education:

I have a high school diploma and attended Southeast Bible College and Moody Bible Institute.

Employment:

I am the Plumbing Foreman at Pensacola Christian College. I oversee new construction, pull plumbing permits for maintenance, and supervise and train all plumbing employees.

HAVE served on the board since 2006

► JAMES B. REYNOLDS

1922 Joshua Lane
Cantonment, FL 32533
Phone: (850) 375-8399

Objectives

To utilize my many years as a General Contractor in Escambia County by continuing to serve on the Escambia County Contractor Competency Board.

Education

Pensacola Junior College – Business Degree
Exterior Design Institute – Inspector EOFS Systems 3.8

Experience

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD (2009 – Present.)
Board Member

LOWE'S/Customer Service Specialist (2012 – present)
Assist customers with electrical and plumbing projects.

GULF COAST SPECIAL GENERAL CONTRACTORS/Project Manager (2003 – 2009)
Managed 40 field operation employees; estimated jobs for bidding and oversaw existing jobs for the company; inspected existing projects.

ITA SYSTEMS/Vice President (1996 – 2002)
Managed field operations & personnel; pulled permits; performed repairs & inspections on new & existing projects, Projects included residential and commercial.

PONDEROSA BUILDERS/President (1974 – 1996)
Supervised daily operations and personnel; Performed duties as Owner, Operations Manager, Estimator and Field Manager.

Skills

- Held Registered General Contractor's License in State of Florida since 1977
- Residential and Commercial Construction
- Contractor Competency Board Member

Michael E. Batchelor
1709 E. Jackson St.
Pensacola, Florida 32501
Work Phone (850)432-4004
Cellular Phone (850)232-1865
Email mmebatch@bellsouth.net



QUALIFICATIONS SUMMARY

- Highly motivated, successful 34 plus years career in construction sales/roofing estimation/
Project management/office/budget and employment management
- Solid background in roofing estimation, sales planning, executing sales, marketing plans, and hands on management of accounts
 - Highly developed skills and experience cultivating business partnerships to increase productivity, increasing revenues
 - Strong skills in budgeting and financial management
 - Self-motivated, resourceful and organized
 - Well-developed and creative presentation skills, persuasive communicator, and excellent customer service
 - Able to develop loyal relationships with customers, colleagues, and management
 - Well-established network in the roofing and construction industry
 - All residential and commercial roofing project management

WORK HISTORY

May 1979-present

Batchelor's Incorporated Roofing Contractors, Pensacola, Florida
Licensed Roofing Contractor/Florida State License December 1983

- Hands on management of accounts, including roof estimation, bid and presentation, follow up and all customer service on each account
- Budget and finance
- Staying current on all federal, state and county, construction, and OSHA rules and regulation
- Management of all employees on each job sight as well as office staff
- Purchasing materials and all negotiations with vendors
- Batchelor's Incorporated Roofing Contractors is a well respected 62 year old business, which I have been instrumental in the success of for over 34 years.

EDUCATION

- 1979 Graduate of Pine Forest High School
- 1979-1981 Course studies Pensacola Junior College

ADDITIONAL STUDIES AND COURSES

- Florida Roofing and Sheet Metal Continuing education courses
- The state of Florida Roofing and Sheet Metal Continuing education courses

ASSOCIATIONS

- Escambia County Competency Board 1987-1990

- Escambia County Competence Board 1993-Present
- Florida roofing and Sheet Metal Association Board of Directors 10 years
- Pensacola Catholic High School Parent/Teachers Association

HOBBIES AND INTERESTS

- Family
- Friends
- All sports

John H. Matthews

Originally from Laurel, Mississippi, John Matthews graduated from George S. Gardiner High School in Laurel in 1957 and went to Mississippi State University where he graduated in May 1961. He was a Distinguished Military Graduate in the Army ROTC program and was commissioned a Second Lieutenant, Regular Army. He immediately reported to active duty with the 101st Airborne Division. During his military career, he served two tours of duty in Vietnam during the Vietnam Conflict; served two tours of duty with the 101st Airborne Division; attended the US Army Command and General Staff College; was assigned to the United States Military Academy as Assistant Professor of Mathematics; served with the Defense Communications Agency in Washington, DC where he was a Branch Chief; served at SHAPE Headquarters in Mons, Belgium where he was in the Plans and Policy Division on special assignment for General Bernard Rogers, SACEUR. He was assigned to the US Army War College faculty where he was the Director of Operational Simulations in the Department of War Gaming. John was selected for promotional to Colonel and retired in 1983.

John earned his Bachelor of Science degree in Mathematics at Mississippi State University; his Master of Science in Industrial Engineering from Georgia Institute of Technology; and his Master of Business Administration from C. W. Post College, Long Island University.

Upon his retirement, John worked as a Technical Specialist for the Strategic Systems Division of GTE in Westboro, Mass. He was subsequently hired by Missile Systems Division, Rockwell International in Atlanta, Georgia where he served as Lead Analyst in the Operations Analysis Department. He was later promoted and named the Manager of Strategic Planning and Proposal Development. Upon leaving Rockwell International, he was named the Vice President and General Manager of Mason-Hanger National in Atlanta, GA. Later, he was responsible for the founding of Plasma Energy Applied Technology, Inc. (PEAT) a subsidiary of Mason-Hanger Silas Mason, Inc, where he was named the President of the company.

After leaving PEAT, he founded The Laurel Group, Inc, a business development consulting company with offices in Norcross, GA and Nashville, TN. In addition, he worked as Project Supervisor for ABUCK, Inc, a prefabricated metal structures company located in Smyrna, Georgia. Projects were located in Tennessee, Louisiana, Florida, Alabama, and Georgia. He was the project supervisor for Tieman Construction Company in Marietta, Georgia for 3 years. He served as Project Developer for Consultants and Builders, Inc in Norcross, Georgia developing construction projects for financial institutions.

John is an Accredited Claims Adjuster and is the managing partner of Network Claims Service, LLC, a public insurance adjusting company. He has over 5 years of catastrophic claims adjusting experience in Louisiana, Texas, Mississippi, Alabama and Florida. In

addition, he is a certified home inspector and has been actively inspecting houses in the panhandle of Florida for eight years.

John and his wife, the former Nancy J. Strooband of Moline, Illinois, have been married for 48 years and have three married children and 7 grandchildren. They have been living in Pensacola for fourteen years. John is a Past Commodore of the Pensacola Yacht Club and he and Nancy are members of Christ Church Episcopal in Pensacola. John served as Chairman of the Beer and Wine Committee and as a member of the Board of Directors of the Pensacola Jazz Society's JAZZFEST for three years. John is the current Commodore of the Gulf Yachting Association.

JOHN H. MATTHEWS
5119 Chandelle Drive
Pensacola, Florida 32507

CURRICULUM VITAE

- 1961** Graduated from Mississippi State University with a Bachelor of Science degree in Mathematics. Commissioned Second Lieutenant (Regular Army), US Army. Reported to Active Duty in the 101st Airborne Division, Fort Campbell, Kentucky.
- 1971** Graduated from the Georgia Institute of Technology with a Master of Science in Industrial Engineering. Operations Research/Systems Analysis was primary discipline.
- 1972** Graduated from the Command and General Staff College, Fort Leavenworth, Kansas
- 1972-76** Assigned as Instructor and Assistant Professor of Mathematics, United States Military Academy, West Point, New York.
- 1974** Graduated from C. W. Post College, Long Island University with a Master of Business Administration (Management)
- 1983** Retired from the US Army War College as a Lieutenant Colonel. Position of Director of Operational Simulations, Department of War Gaming.
- 1983** Held position of Member, Technical Engineering Staff, Strategic Systems Division, GTE, Westboro, MA
- 1984-89** Held position of Lead Analyst, Land Operations Group, Department of Operations Analysis, Missile Systems Division, Rockwell International. Promoted to Manager, Strategic Planning and Proposal Development.
- 1989-93** Vice President and General Manager, Mason and Hanger National, Inc. a Technical Engineering Services Company and subsidiary of Mason Hanger-Silas Mason, Inc.
- 1993-95** President, Plasma Energy Applied Technology, Inc. a subsidiary of Mason Hanger-Silas Mason, Inc
- 1995-present** President, The Laurel Group, Inc. a business development consulting company.
- 2005** Received Certification as Residential Home Inspector and as Certified Mold Inspector.
- 2006** Received Certification as Public Claims Adjuster for the State of Florida. Also, licensed in Mississippi and Louisiana.

ERWIN D. WATERS**10070 SCENIC HWY PENSACOLA, FL 325414****PH 850-232-0439 EMAIL Watersgene@aol.com****SUMMARY**

Professional Certified General Contractor with 13.5 years experience as Manager and Owner of Waters General Contractors, Inc. Also a total of 21 years experience contracting a variety of masonry and concrete projects, Commercial and Residential.

EDUCATION

Milton High School 1977

Pensacola Junior College AA Business Administration 1984

University of West Florida BS Business Management 1986

Troy State University 15 hours towards Masters Business Management 1995

MILITARY EXPERIENCE

US Army Active Duty Enlisted E-4 Administrative Specialist (3 years)

US Army Reserves Commissioned Officer, Chemical Officer and Civil Affairs officer

- Served 3 Separate Commanded Tours

- Served as Equal Opportunity Advisor to General Officer

- Served a Tour at Pentagon as Acting Inspector General

- Graduate of US Army Command and General Staff College

- Retired 2003 as a Lieutenant Colonel/O-5 Total of 25 years service

WORK EXPERIENCE

United Parcel Service (UPS) Atlanta GA 1986 to 1987

International Business Machines (IBM) Atlanta GA 1987 to 1988

Self Employed Waters Masonry Works 1992 - 2003

Waters General Contractors, Inc President 2003 - Present

—Current duties:

- Brick Mason Contractor, Concrete Contractor, Project Management, Estimator, Sales Quality Control.

- Built over 20 Houses

- Built or worked on over 20 Commercial buildings as prime contractor





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5192

County Administrator's Report 11. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Reappointments to the Board of Electrical Examiners

From: Donald Mayo, Building Official

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the Board of Electrical Examiners - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning five reappointments to the Board of Electrical Examiners:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

B. Reappoint, retroactively, the following five members for a three-year term, effective May 1, 2012, through April 30, 2015:

1. David R. Hawkins, Gulf Power Company (Lay Person);
2. Thomas J. McElhany, McElhany Electric Company, Inc. (State Certified Electrical Contractor);
3. James E. Simmons, James E. Simmons Electric Co. (Escambia County Licensed Electrician);
4. John D. Scapin, II, Scapin Electric Company (State Certified Electrical Contractor); and
5. Joseph W. Moore, Jr., P.E., H.M. Yonge & Associates, Inc. (Active Consulting Electrical Engineer).

BACKGROUND:

The Board of Electrical Examiners was established to review contractor applications for licensure and for the discipline of contractors in the electrical trade. Members serve a three-year term and those whose terms have expired, may be reappointed to additional terms, in accordance with Sec. 18-132, Escambia County Code of Ordinances and Board of County Commissioner Policy, Section I, Part B.1(D), Appointment Policy and Procedures.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan E. Ross, Assistant County Attorney, has reviewed and approved.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the board of County Commissioners to protect the health, safety, and welfare of persons and property by requiring certification of individuals engages in, or wishing to engage in, the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

David R. Hawkins Resume_BOEE 2013

Thomas J. McElhany Resume_BOEE 2013

James E. Simmons Resume_BOEE 2013

John D. Scapin, II Resume_BOEE 2013

Joseph W. Moore, Jr. Resume_BOEE 2013

David R. Hawkins 3481 Marcus Pointe Blvd Pensacola FL 32505 Phone (850) 449-1136 e-mail: drhawkin@southernco.com

Skills: I have been employed with Gulf Power for 39 years where I have gained experience in Engineering, Marketing, Risk Management and Power Delivery. My current position requires establishing and maintaining excellent Relationships with community leaders and elected officials, as well as working with the Escambia County Emergency Operations Center as Team Leader. I have been involved in community organizations such as Big Brothers/ Big Sisters, United Way and the Association of Retarded Citizens. I am a LEAP graduate and serve as an active member of the Board of Trustees, New Hope P. B. Church.

Work

Experience: **Gulf Power Distribution Services Coordinator** December 2003 – Present

- Act as company liaison for community trade allies such as builders, inspectors, contractors and engineers.
- Manage the After Hours Reconnect program company wide.
- Coordinate the House Power Panel Replacement program.
- Develop and manage Gulf Power's Trade Ally Newsletter – titled "Feederline"
- Manage, coordinate and participate in special projects, this includes "E" Street Transmission line, City of Pensacola Franchise Agreement, and the Extreme Home Makeover project.

Education: Tuskegee Institute: Electrical Engineering
January 1971 to May 1973

Professional Activities / Organizations:

Treasurer – International Association of Electrical Inspectors
Board Member – Electrical Contractors Association of NW Florida
Board Member - Escambia County Board of Electrical Examiners
Treasurer – STRIDE mentoring program
Vice President – Community Equity Investments, Inc.
Vice President - First Tee of NW Florida
State Board of Directors – International Association of Electrical Inspectors

Honors and Achievements:

2009 - Spot Award for Leadership shown, "E"-Street Transmission Line
2005 – Gulf Power Leadership Excellence Award
2001 – Sport award for the All Electric Water heating sales assistance for housing project

Other Related Interests:

- Founding co-member of Roy Jones Jr. Golf Tournament to benefit the Association for Retarded Citizens
- Pensacola Area Housing Commission – Finance Committee headed by Former Escambia County Commissioner, Marie Young

March 18, 2013

**Thomas J. McElhany
1004 Dog Track Rd.
Pensacola, FL 32506
850-457-3730**

Education

Pensacola High School – 1968

State of Florida Dept. of Commerce--

Bureau of Apprenticeship Electricity-January 28, 1975

Experience

Four-year electrical apprenticeship with Baroco Electric

Six-year job foreman with Baroco Electric

Partner in Mizzell Electric

McElhany Electric Co., Inc.-Since 1984-Owner & Electrical Contractor

Licenses and Certifications

State of Florida-Certified Electrical Contractor

Master Electrical-Escambia County & Santa Rosa County

Alarm System Contractor

Memberships and Offices

Escambia County Board of Electrical Examiners-February 2002 to Present

International Association of Electrical Inspectors

Home Builders Association of West Florida

Liberty Church-Blue Angel Campus

JAMES E. SIMMONS ELECTRIC CO.

James E. Simmons
2443 Brookwood Place
Cantonment, FL. 32533
LIC #ER0012940
850-479-4417

6/12/13

Experience

Electrical Apprentice
1983-1986 J&M Electric Co. Pensacola, FL.

Electrician's Helper
1986-1988 J&M Electric Co. Pensacola, FL.

Journeyman Electrician
1988-1989 Doug Graves Electric Co.

Journeyman/Master Electrician
1989-1993 Father & Son Electric Co.

Electrical Contractor
1993-Present

Esc. Co. Board of Electrical Examiners
4/09-Present

Education

Pensacola Junior College 1987-1990
Passed Block Exam May 1992

Scapin

ELECTRIC
COMPANY

John D. Scapin II
Scapin Electric Company
P O Box 6597
Pensacola, FL 32503

Objective:

Continue to serve on the Escambia County Board of Electrical Examiners.
Presently serving as Chairman.

Qualifications:

Entered the electrical trade as an apprentice in 1968 and finished the program in 1972.
Worked in the trade for seven more years and passed the electrical exam in 1979.
Worked for other companies for 6 years while building Scapin Electric Company into an independent Electrical Contractor.
Scapin Electric Company incorporated in 1985.
We are a State Certified Contractor.

Community Involvement:

Member of Florida Apprenticeship Program.
Member of Panhandle Chapter of IAEI.
Member of Electrical Contractors Association.
Member of National Federation of Independent Business.
Serves on Parish Council at St. Andrew Orthodox Church.

JOSEPH W. MOORE, JR., P.E.

Electrical Engineer

H.M. Yonge & Associates, Inc.

PROFESSIONAL EXPERIENCE:

Mr. Moore has over 40 years of years of experience in design and engineering. He has a broad background in design of electrical systems for healthcare, higher education, and commercial facilities. Recent project experience has been involved with design of electrical systems for schools, both new and renovation of existing facilities, offices and churches. These projects have required knowledge of current codes, including the latest National Electrical Code, as well as state and local codes. He has been responsible for all phases of project management, including detailed engineering and design, feasibility studies, and construction reviews.

Projects that he has worked on include:

- Baptist Hospital West Expansion
- Gulf Breeze Hospital 2 East Expansion
- Baptist Hospital Sterilizing Equipment Upgrade/Relocation
- Baptist Hospital Specialty Care Center
- Atmore Community Hospital, Generator Upgrade
- Escambia County Main Jail Facility HVAC Upgrade
- Pensacola Civic Center HVAC Upgrade
- M.C. Blanchard Judicial Center Renovation
- Escambia County Old Courthouse Building Renovation
- Arnow Federal Courthouse Building Renovation
- Phoenix West Condominiums
- Phoenix West II Condominiums
- Gulf Shores United Methodist Church – Multipurpose Building
- Gulf Breeze United Methodist Church – Multipurpose/Gymnasium Building
- St. Rose of Lima Catholic Church, Milton Florida
- St. Mary's Catholic Church Classroom
- Wesley Abby Renovations - First United Methodist Church
- Atmore Community Hospital Nurses Station
- Baptist Hospital Phase 2 Interior Renovations
- Gulf Breeze Hospital Sleep Lab
- Pensacola Nephrology

PERTINENT INFORMATION:

Mr. Moore received his Bachelor of Science in Electrical Engineering degree from Auburn University in 1964 and a Masters Degree in Business Administration from the University of West Florida in 1977. Mr. Moore is registered in Florida and Alabama.

ASSOCIATIONS:

Escambia County Board of Electrical Examiners 2009 - present



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5253

County Administrator's Report 11. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/07/2013

Issue: Florida-Alabama Transportation Planning Organization (TPO) Membership Reapportionment Plan

From: Gene Valentino, District 2 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida-Alabama Transportation Planning Organization Membership Reapportionment Plan - Gene M. Valentino, District Two

That the Board adopt a Resolution endorsing the Florida–Alabama Transportation Planning Organization (TPO) Membership Reapportionment Plan for the Pensacola Florida–Alabama Urbanized area.

BACKGROUND:

At the regular meeting on June 12, 2013, the Florida-Alabama Transportation Planning Organization (TPO) approved the TPO Membership Reapportionment Plan by adoption of Resolution FL-AL 13-18. The Reapportionment Plan includes the revised Metropolitan Planning Area (MPA) Boundary and the following membership provisions:

Voting Members – 19 members apportioned as follows:

- 5 Members Escambia County Commission;
- 5 Members Santa Rosa County Commission;
- 5 Members City of Pensacola City Council;
- 1 Member City of Gulf Breeze City Council;
- 1 Member City of Milton City Council;
- 1 Member Baldwin County Commission; and
- 1 Member City of Orange Beach City Council.

The TPO Reapportionment Plan is consistent with Federal and State Statutes, which in Florida require the plan and supporting Resolutions from local governments representing 75% of the affected planning area population be submitted to the Governor's Office for final approval.

The TPO has requested that the Escambia County Board of County Commissioners adopt and submit the supporting Resolution to the TPO.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The approved Resolution should be submitted to Mary Bo Robinson, Director, West Florida Regional Planning Council, Post Office Box 11399, Pensacola, FL 32524-1399.

Attachments

Resolution

Resolution FL-AL 13-18 Approving Membership Reapportionment Plan

RESOLUTION NUMBER 2013-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ENDORSING THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION MEMBERSHIP REAPPORTIONMENT PLAN FOR THE PENSACOLA FLORIDA-ALABAMA URBANIZED AREA.

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, by Resolution FL-AL 12-31, the TPO approved its revised Metropolitan Planning Area (MPA) Boundary for inclusion in the TPO Membership Reapportionment Plan; and

WHEREAS, by Resolution FL-AL 13-18, the TPO approved a Membership Reapportionment Plan for the Pensacola Florida-Alabama Urbanized Area based on an equitable population and geographic area basis to include the following membership provisions:

Voting Members – Nineteen (19) members apportioned as follows:

- 5 members Escambia County Commission,
- 5 members Santa Rosa County Commission,
- 1 member Baldwin County Commission,
- 5 members City of Pensacola City Council,
- 1 member City of Gulf Breeze City Council,
- 1 member City of Milton City Council, and
- 1 member City of Orange Beach City Council

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. That Escambia County hereby endorses the Florida-Alabama TPO Membership Reapportionment Plan for the Pensacola Florida- Alabama Urbanized Area for submission to the Governor of the State of Florida for approval and to the State of Alabama for acceptance.

Section 3. This Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. H. VACH
Date: 10/11/13

RESOLUTION FL-AL 13-18

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION APPROVING THE FY2013/14 MEMBERSHIP REAPPORTIONMENT PLAN FOR THE PENSACOLA FLORIDA-ALABAMA URBANIZED AREA

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the Florida-Alabama TPO has developed a TPO Membership Reapportionment Plan for the Pensacola Florida-Alabama Urbanized Area based on an equitable population and geographic area basis;

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION THAT:**

1. The TPO approved its revised Metropolitan Planning Area (MPA) Boundary for inclusion in the TPO Membership Reapportionment Plan on December 12, 2012 by Resolution FL-AL 12-31.
2. The TPO approves its Membership Reapportionment Plan to include the following membership provisions:
 - Voting Members** - Nineteen (19) members apportioned as follows:
 - 5 members Escambia County Commission,
 - 5 members Santa Rosa County Commission,
 - 1 member Baldwin County Commission,
 - 5 members City of Pensacola City Council,
 - 1 member City of Gulf Breeze City Council,
 - 1 member City of Milton City Council, and
 - 1 member City of Orange Beach City Council.
3. The TPO requests the TPO member local governments to endorse the plan for submission to the Governor of the State of Florida for approval and to the State of Alabama for acceptance.
4. The TPO requests the Governor of the States of Florida and Alabama to approve the Florida-Alabama TPO Membership Reapportionment Plan for the Pensacola Florida-Alabama Urbanized Area.

Passed and duly adopted by the Florida-Alabama TPO on this 12th day of June 2013.

**FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION**

BY: _____

Lane Lynchard, Chairman

ATTEST: _____

[Signature]





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5167

County Administrator's Report 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Budget Amendment #309 - Personnel Shortages

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #309 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #309, Development Review Fees Fund (116), Fire Protection Fund (143), Bob Sikes Toll Fund (167), and Transportation Trust Fund (175) in the amount of \$23,125, to cover personnel shortages in Development Review, Fire Services, Bob Sikes Toll Administration, and Engineering.

BACKGROUND:

The following Divisions will require additional personnel funds to complete FY12/13. The following explanations were provided.

Development Review:

- Retirement calculations increased July 2013.
- Personnel changes were made within the department hence an increase in costs.

Fire Department:

- Added 24hour coverage to Cantonment and Warrington fire stations previously staffed by volunteers due to inadequate response times.
- Changed pay cycle to be the same as the rest of the BCC employees.

Bob Sikes Toll Administration:

- Comp time accumulated which wasn't budgeted. The time was either used or paid out at the end of the fiscal year.

Engineering:

- Overage caused by retirement payout.

BUDGETARY IMPACT:

This amendment transfers funds from within the cost centers own operating accounts or from reserves, hence no additional revenues are associated with this amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel costs to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA# 309

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
309**

Approval Authorities

	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From:

116/Development Review Fees
143/Fire Services Fund
167/Bob Sikes Toll Facility
175/Transportation Trust Fund
Fund/Department

Account Title	Project Number	Fund / Cost Center	Account Code	Amount
Other Contractual Services		116/250201	53401	500
Reserves		143/330206	59801	11,000
Operating Supplies		167/140301	55201	125
Reserves		175/211101	59801	11,500
Total				\$23,125

Transfer To:

116/Development Review Fees
143/Fire Services Fund
167/Bob Sikes Toll Facility
175/Transportation Trust Fund
Fund/Department

Account Title	Project Number	Fund / Cost Center	Account Code	Amount
Regular Salaries		116/250201	51201	500
Regular Salaries		143/330206	51201	11,000
Regular Salaries		167/140301	51201	125
Regular Salaries		175/211602	51201	11,500
Total				\$23,125

Detailed Justification:

Reallocating funds from cost centers with surpluses to cost centers that need additional funds to pay final FY 2013 payrolls.

OMB Analyst

Budget Manager

Management & Budget Dept Director



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5175

County Administrator's Report 11. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: SBA #016 - Creation of a Mental Health Case Manager position for Court Administration

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #016 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #016, General Fund (001) and Article V Fund (115) in the amount of \$54,397, to recognize a transfer of funds from the General Fund, and to appropriate these funds for a Mental Health Case Manager position for Court Administration as part of the Jail transition for Fiscal Year 2013-2014.

BACKGROUND:

For Fiscal Year 2013-2014 the County transitioned the Jail from the Sheriff to the BCC, as part of this transition a Mental Health Case Manager position was created for Court Administration to assist with reducing the inmate population at the Jail. This SBA recognizes that transfer of funds from the General Fund to the Article-V Fund and creates this position.

BUDGETARY IMPACT:

This amendment decreases F-001 and increases F-115 by \$54,397.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This amendment creates one new position for Court Administration and is funded by the County.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#016

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County during the Jail transition has created a Mental Health Case Manager Position for Court Administration, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

General Fund
Article V- Fund

1
115

Fund Name	Fund Number	Account Code	Amount
Revenue Title	Fund Number	Account Code	Amount
Transfers from F-001	115	381001	\$54,397
Total			\$54,397

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Reserves for Operating	001/110201	59805	(\$54,397)
Transfers to F-115	001/110215	59127	54,397
Salaries	115/410518 (New)	51201	39,520
FICA	115/410518 (New)	52101	3,023
Retirement	115/410518 (New)	52201	2,747
Life & Health	115/410518 (New)	52301	9,000
Workers' Compensation	115/410518 (New)	52401	107
Total			\$54,397

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#016



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5200

County Administrator's Report 11. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: SBA #020 - CRA Tax Increment Financing Adjustment

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #020 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #020, General Fund (001) and the Community Redevelopment Fund (151) a reduction in the amount of \$40,986, to recognize an adjustment to the Escambia County Tax Increment Financing (TIF) Districts. This adds \$88,796 to reserves for operating and reduces \$40,986 for the County TIF Areas, as well as, reducing \$47,810 in the allocation to the City TIF Areas based on the final certification of property values.

BACKGROUND:

This Supplemental Budget Amendment adjusts the amount budgeted within the TIF Districts to the final property values within those areas as certified by the Escambia County Property Appraiser for the 2013 tax year.

BUDGETARY IMPACT:

This amendment will decrease Fund 151 and increase Fund 001 by \$40,986.

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

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the final value certification was received from the Property Appraiser for the Escambia County TIF Areas, and these funds must be recognized and appropriated accordingly.

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, 2014:

CRA Expendable Trust Fund	151		
General Fund	1		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers from F-001	151	381001	(\$40,986)
Total			(\$40,986)
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Warrington/Improv. Other than Bldgs.	151/220516	56301	\$22,186
Brownsville/Improv. Other than Bldgs.	151/220515	56301	(12,142)
Englewood/Utilities	151/220520	54301	(2,883)
Palafox/Utilities	151/220517	54301	(52,307)
Barrancus/Improv. Other than Bldgs.	151/220519	56301	4,160
Transfers Out (TIF)	001/110215	59115	(40,986)
Reserves for Operating	001/110201	59805	88,796
Tax Increment Financing/ City	001/110201	54910	(47,810)
Warrington/Other Current Charges	151/220516	54901	1,109
Warrington/Utilities	151/220516	54301	(1,109)
Brownsville/Other Current Charges	151/220515	54901	(607)
Brownsville/Improv. Other than Bldgs.	151/220515	56301	607
Englewood/Other Current Charges	151/220520	54901	(144)
Englewood/Utilities	151/220520	54301	144
Palafox/Other Current Charges	151/220517	54901	(2,616)
Palafox/Improv. Other than Bldgs.	151/220517	56301	2,616
Barrancus/Other Current Charges	151/220519	54901	208
Barrancus/Utilities	151/220519	54301	(208)
Total			(\$40,986)

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#020



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5234

County Administrator's Report 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Supplemental Budget Amendment #024 - State of Florida Fish and Wildlife Conservation Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #024 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #024, Local Option Sales Tax III (LOST III) Fund (352) in the amount of \$2,364,522, to recognize proceeds from the State of Florida Fish and Wildlife Conservation Commission (FWC), and to appropriate these funds for land acquisition for recovery and management of the Perdido Key beach mice.

BACKGROUND:

Escambia County has been awarded federal funding (FWC Contract #12485) for land acquisition for recovery and management of Perdido Key beach mice. The County has committed to purchase and protect twelve acres of Perdido Key beach mouse habitat as mitigation to facilitate private development on Perdido Key. To assist purchasing habitat, Escambia County has been awarded this federal grant.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$2,364,522 with a 26% local match. The match is identified in LOST III, Fund 352: Project 08NE0072 (Perdido Key HCP) \$70,901, Project 08NE0048 (Primary Dune Restoration) \$18,473, Project 12NE1712 (Perdido Key Access) \$688,500 and Project 08NE0028 (Environmentally Sensitive Lands) \$30,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 024

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2013-_____

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded funds by the Florida Fish and Wildlife Conservation Commission (FWC), and these revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Local Option Sales Tax Fund III (LOST III)	352		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FWC Land Acquisition #12485	352	new	\$2,364,522
Total			\$2,364,522
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Land	352/220102	56101	\$2,364,522
Total			\$2,364,522

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
024



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5241

County Administrator's Report 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Budget Amendment #028 - Jail Commissary Personnel

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #028 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #028, Jail Inmate Commissary Fund (111) in the amount of \$102,078, to recognize a reallocation of operating funds for two positions associated with the Inmate Commissary portion of the Escambia County Jail. There are no new positions being created with this Budget Amendment.

BACKGROUND:

Funds are being reallocated to free up funding to pay an Information Technology position in the General Fund due to the increased work load caused from the jail transition.

BUDGETARY IMPACT:

This amendment is moving funds from operating to personnel thus not increasing funding levels in Fund 111.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel funding to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA# 028

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
028

Approval Authorities

	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Fund 111/Inmate Jail Commissary/Corrections
Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Operating Supplies		290406	55201	102,078
Total				<u>\$102,078</u>

Transfer To: Fund 111/Inmate Jail Commissary/Corrections
Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Salaries		290406	51201	73,195
FICA		290406	52101	5,599
Retirement		290406	52201	5,087
Life & Health		290406	52301	18,000
Workers' Compensation		290406	52401	197
Total				<u>\$102,078</u>

Detailed Justification:

Funds are being reallocated from operating into personnel for two positions associated with Inmate Commissary.

OMB Analyst

Management and Budget Dept Director

Budget Manager



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5244

County Administrator's Report 11. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Supplemental Budget Amendment #029 - State of Florida, Division of Emergency Management Subgrant Agreements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #029 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #029, Other Grants and Projects Fund (110) in the amount of \$236,374, to recognize proceeds from four State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2013 Homeland Security Subgrant Agreements, and to appropriate these funds for Public Safety activities related to hazardous materials, training, and facility security.

BACKGROUND:

Escambia County has been awarded four FDEM subgrants that are being appropriated with this amendment. Agreement #14-DS-L5-01-27-01-XXX is a Domestic Security Grant for \$209,156, Agreement #14-CI is a Community Emergency Response Team (CERT) Grant for \$11,200, Agreement #14-CC is a Citizen Corps Grant for \$11,200, and Agreement #14-CP-11-01-27-01-XXX is a Hazardous Materials Plan Grant that has already been partially appropriated and is now being increased by \$4,818.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$236,374.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#029

Resolution Number
R2013-

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, 2014:

[illegible]

Gene M. Valentino, Chairman

Supplemental Budget Amendment
#029



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5180

County Administrator's Report 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Approval of Miscellaneous Appropriations Agreement for Art, Culture, and Entertainment, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Art, Culture, and Entertainment, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement between Escambia County and Art, Culture, and Entertainment, Inc:

- A. Approve the Miscellaneous Appropriations Agreement in the amount of \$306,099, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105, Account 58201;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

Payment to Art, Culture, and Entertainment, Inc. will be made quarterly in advance. Proof of payment is required for eligible costs for prior quarterly advance before the County will release the next quarterly advance. The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

ACE Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ART, CULTURE, AND ENTERTAINMENT, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Art Culture and Entertainment, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 6120 Enterprise Drive, Pensacola, Florida 32505 and a Federal Tax Identification Number of 27-1396429 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital cultural link to the arts which benefits residents and visitors alike in the appreciation of the beauty of man's artistic achievements; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of \$306,099.00 to conduct a program generally described as:

Art, Culture, and Entertainment, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$306,099.00 for the program of activity payable quarterly in advance in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with a list of qualified sub-recipients to whom Recipient shall distribute said funds in furtherance of the program described in Exhibit "A". Disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required list of sub-recipients which is due on or before submission of the first invoice for appropriations payments.

Section 6. The Recipient agrees to provide the County with an quarterly narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of each quarter and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

**ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ART, CULTURE, AND ENTERTAINMENT, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and
legal sufficiency.

By:  _____

Title: ACA _____

Date: 10/9/13 _____

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Art, Culture, and Entertainment, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS\$ _____

SUPPLIES\$ _____

TRAVEL.....\$ _____

UTILITIES\$ _____

EQUIPMENT (Unit Cost \$1,000 or more)\$ _____

OTHER RECURRING COSTS:

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ _____

OTHER NON-RECURRING COSTS

Grants to Escambia
Organizations\$ 306,099.00

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ 306,099.00

GRAND TOTAL.....\$ 306,099.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Grants to Escambia Arts Organizations using TDC funds:

Pensacola Museum of Art	\$39,146.14
Pensacola Symphony Orchestra	39,878.61
Pensacola Opera	39,390.30
Pensacola Children's Chorus	38,820.60
Choral Society of Pensacola	4,429.26
Jazz Society of Pensacola	11,868.26
Pensacola Little Theater	40,204.13
Ballet Pensacola	38,250.91
First City Arts Center	17,080.66
Fiesta of Five Flags	37,030.13
Total	\$306,099.00

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments will be made in advance on a quarterly basis. Proof of payment for eligible costs for prior quarterly advance must be received by the County before the release of the next quarterly advance.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5240

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 2300 Gulf Beach Highway - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 2300 Gulf Beach Highway:

A. Declare surplus the Board's real property, Account Number 10-0632-000, Reference Number 35-2S-31-1000-013-079;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$43,299, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

BACKGROUND:

Escambia County acquired this property through foreclosure in September 2013. The Property Appraiser's 2013 Certified Roll Assessment value is \$43,299. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

2300 Gulf Beach

Source: Escambia County Property Appraiser

Navigation Mode Account Reference

Restore Full Page Version

General Information		2013 Certified Roll Assessment	
Reference:	352S311000013079	Improvements:	\$0
Account:	100632000	Land:	\$43,299
Owners:	LONG PRESTON S		
Mail:	4269 GALT CITY RD MILTON, FL 325838026	Total:	\$43,299
Situs:	2300 GULF BEACH HWY 32507	<u>Save Our Homes:</u>	\$0
Use Code:	VACANT COMMERCIAL		
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	<u>Open Tax Inquiry Window</u>		
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector			
		<u>Disclaimer</u>	
		<u>Amendment 1/Portability Calculations</u>	

Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1966</td> <td>319</td> <td>210</td> <td>\$7,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>						Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1966	319	210	\$7,000	WD	View Instr	2013 Certified Roll Exemptions None	
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
01/1966	319	210	\$7,000	WD	View Instr														
						Legal Description LTS 13 14 BLK 79 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T 2S R 30/31 OR 319 P 210...													
						Extra Features None													

Parcel Information

Section Map Id:
35-2S-31-4

Approx. Acreage:
0.7000

Zoned:
R-5

Evacuation & Flood Information
[Open Report](#)

The map displays a central parcel outlined in thick black, situated between Bremen Ave and Winton Ave, and between Graupera St and Gulf Beach Hwy. The parcel is labeled with the number 203.7. Surrounding parcels are labeled with various numbers and acreages, including 140, 146, 148, 149, 150, 151.17, 151.24, 151.31, 151.32, 151.33, 151.34, 151.35, 151.36, 151.37, 151.38, 151.39, 151.40, 151.41, 151.42, 151.43, 151.44, 151.45, 151.46, 151.47, 151.48, 151.49, 151.50, 151.51, 151.52, 151.53, 151.54, 151.55, 151.56, 151.57, 151.58, 151.59, 151.60, 151.61, 151.62, 151.63, 151.64, 151.65, 151.66, 151.67, 151.68, 151.69, 151.70, 151.71, 151.72, 151.73, 151.74, 151.75, 151.76, 151.77, 151.78, 151.79, 151.80, 151.81, 151.82, 151.83, 151.84, 151.85, 151.86, 151.87, 151.88, 151.89, 151.90, 151.91, 151.92, 151.93, 151.94, 151.95, 151.96, 151.97, 151.98, 151.99, 152.00, 152.01, 152.02, 152.03, 152.04, 152.05, 152.06, 152.07, 152.08, 152.09, 152.10, 152.11, 152.12, 152.13, 152.14, 152.15, 152.16, 152.17, 152.18, 152.19, 152.20, 152.21, 152.22, 152.23, 152.24, 152.25, 152.26, 152.27, 152.28, 152.29, 152.30, 152.31, 152.32, 152.33, 152.34, 152.35, 152.36, 152.37, 152.38, 152.39, 152.40, 152.41, 152.42, 152.43, 152.44, 152.45, 152.46, 152.47, 152.48, 152.49, 152.50, 152.51, 152.52, 152.53, 152.54, 152.55, 152.56, 152.57, 152.58, 152.59, 152.60, 152.61, 152.62, 152.63, 152.64, 152.65, 152.66, 152.67, 152.68, 152.69, 152.70, 152.71, 152.72, 152.73, 152.74, 152.75, 152.76, 152.77, 152.78, 152.79, 152.80, 152.81, 152.82, 152.83, 152.84, 152.85, 152.86, 152.87, 152.88, 152.89, 152.90, 152.91, 152.92, 152.93, 152.94, 152.95, 152.96, 152.97, 152.98, 152.99, 153.00, 153.01, 153.02, 153.03, 153.04, 153.05, 153.06, 153.07, 153.08, 153.09, 153.10, 153.11, 153.12, 153.13, 153.14, 153.15, 153.16, 153.17, 153.18, 153.19, 153.20, 153.21, 153.22, 153.23, 153.24, 153.25, 153.26, 153.27, 153.28, 153.29, 153.30, 153.31, 153.32, 153.33, 153.34, 153.35, 153.36, 153.37, 153.38, 153.39, 153.40, 153.41, 153.42, 153.43, 153.44, 153.45, 153.46, 153.47, 153.48, 153.49, 153.50, 153.51, 153.52, 153.53, 153.54, 153.55, 153.56, 153.57, 153.58, 153.59, 153.60, 153.61, 153.62, 153.63, 153.64, 153.65, 153.66, 153.67, 153.68, 153.69, 153.70, 153.71, 153.72, 153.73, 153.74, 153.75, 153.76, 153.77, 153.78, 153.79, 153.80, 153.81, 153.82, 153.83, 153.84, 153.85, 153.86, 153.87, 153.88, 153.89, 153.90, 153.91, 153.92, 153.93, 153.94, 153.95, 153.96, 153.97, 153.98, 153.99, 154.00, 154.01, 154.02, 154.03, 154.04, 154.05, 154.06, 154.07, 154.08, 154.09, 154.10, 154.11, 154.12, 154.13, 154.14, 154.15, 154.16, 154.17, 154.18, 154.19, 154.20, 154.21, 154.22, 154.23, 154.24, 154.25, 154.26, 154.27, 154.28, 154.29, 154.30, 154.31, 154.32, 154.33, 154.34, 154.35, 154.36, 154.37, 154.38, 154.39, 154.40, 154.41, 154.42, 154.43, 154.44, 154.45, 154.46, 154.47, 154.48, 154.49, 154.50, 154.51, 154.52, 154.53, 154.54, 154.55, 154.56, 154.57, 154.58, 154.59, 154.60, 154.61, 154.62, 154.63, 154.64, 154.65, 154.66, 154.67, 154.68, 154.69, 154.70, 154.71, 154.72, 154.73, 154.74, 154.75, 154.76, 154.77, 154.78, 154.79, 154.80, 154.81, 154.82, 154.83, 154.84, 154.85, 154.86, 154.87, 154.88, 154.89, 154.90, 154.91, 154.92, 154.93, 154.94, 154.95, 154.96, 154.97, 154.98, 154.99, 155.00, 155.01, 155.02, 155.03, 155.04, 155.05, 155.06, 155.07, 155.08, 155.09, 155.10, 155.11, 155.12, 155.13, 155.14, 155.15, 155.16, 155.17, 155.18, 155.19, 155.20, 155.21, 155.22, 155.23, 155.24, 155.25, 155.26, 155.27, 155.28, 155.29, 155.30, 155.31, 155.32, 155.33, 155.34, 155.35, 155.36, 155.37, 155.38, 155.39, 155.40, 155.41, 155.42, 155.43, 155.44, 155.45, 155.46, 155.47, 155.48, 155.49, 155.50, 155.51, 155.52, 155.53, 155.54, 155.55, 155.56, 155.57, 155.58, 155.59, 155.60, 155.61, 155.62, 155.63, 155.64, 155.65, 155.66, 155.67, 155.68, 155.69, 155.70, 155.71, 155.72, 155.73, 155.74, 155.75, 155.76, 155.77, 155.78, 155.79, 155.80, 155.81, 155.82, 155.83, 155.84, 155.85, 155.86, 155.87, 155.88, 155.89, 155.90, 155.91, 155.92, 155.93, 155.94, 155.95, 155.96, 155.97, 155.98, 155.99, 156.00, 156.01, 156.02, 156.03

Buildings
Images



9/17/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
352S311000013079 - Full Legal Description

LTS 13 14 BLK 79 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T 2S R 30/31 OR 319 P 210 ALSO ADJOINING 1/2 OF ALLEY LYING W OF ABOVE LTS AND ADJOINING N 1/2 OF GRAUPERA ST OR 647 P 103 ALSO LT 22 LYING N OF H/W & ALL OF LTS 23 & 24 BLK 80 BEACH HAVEN PLAT DB 46 P 51 ALSO ADJOINING 1/2 OF ALLEY LYING W OF ABOVE LTS & ADJOINING S 1/2 OF GRAUPERA ST LESS OR 3147 P 103 RD R/W



Chris Jones - Escambia County Property Appraiser

2S-31-1

BERT ST

35-2S-31-2

CALHOUN AVE

GRAUPERA ST

BREMEN AVE

35-2S-31-4

WINTON AVE

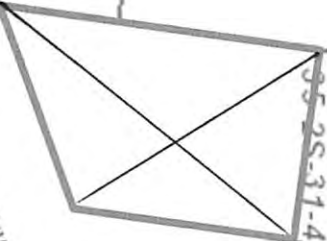
COLBERT AVE

292

GULF BEACH HWY

90m

200ft



Copies furnished to:

Kathryn I. Kasper, Esq.
Sirote & Permutt, PC
1115 E. Gonzalez Street
Pensacola, FL 32503

✓ Vanessa Lynelle Nickerson
4269 Galt City Road
Milton, FL 32583

✓ Cheryl Suzanne Wade
3180 Wythe Road
Memphis, TN 38134-3232

✓ Darrell Duane Long
1363 Quinby Drive
Memphis, TN 38127-5239

09-20-13 ~~2~~

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

13. Authorizing foreclosure of the 2007 Code Enforcement Lien, in the amount of \$28,893.50, recorded in Official Records Book 6100, at Page 295, of the Public Records of Escambia County, Florida, on real property located at 2300 Gulf Beach Highway, Account Number 10-0632-000, Reference Number 35-2S-31-1000-013-079; the current assessed value is \$43,451.00.
14. Authorizing foreclosure of the 2006 Code Enforcement Lien, in the amount of \$158,041, recorded in Official Records Book 5992, at Page 1782, of the Public Records of Escambia County, Florida, on real property located at 920 North 63rd Avenue, Account Number 07-2710-000, Reference Number 35-2S-30-4201-007-001; the current assessed value is \$9,448.
15. Awarding a Contract for the Escambia County Road Prison Geothermal Heat Pump System, PD 10-11.014, to Energy Systems A/C Contractors, Inc., Base Bid with deductive Alternates 1, 2, and 4, in the amount of \$414,771 (Funding: Fund 175, Transportation Trust, Cost Center 290203, Facility Operations, Object Code 56201, Buildings, *[in the amount of]* \$80,338; Fund 110, Other Grants and Projects, Cost Center 290207, Road Prison Thermal, Object Code 56201, Buildings, *[in the amount of]* \$334,433).
16. Authorizing the County to piggyback off of the State of Florida term Contract #760-000-10-1, in accordance with Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval, and awarding a Purchase Order for four Caterpillar Motor Graders, Model 140M, PD 10-11.032, to Thompson Tractor Company, Inc., in the amount of \$879,920 (Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401).
17. Awarding an Indefinite Quantity, Indefinite Delivery Contract for PD 10-11.025, Arthur Brown Road-Untreiner Avenue Group Resurfacing, to Roads, Inc., of NWF, for a total amount of \$966,769.35 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project No. 08EN0208).



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 13.

County Administrator's Report

Date: 04/07/2011
Issue: Authorize Foreclosure on Property Located at 2300 Gulf Beach Highway
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

Recommendation Concerning Authorization to Foreclose Real Property Located at 2300 Gulf Beach Highway, - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board authorize foreclosure of the 2007 Code Enforcement Lien, in the amount of \$28,893.50, recorded in Official Records Book 6100, at Page 295, of the Public Records of Escambia County, Florida, on real property located at 2300 Gulf Beach Highway, Account Number 10-0632-000, Reference Number 35-2S-31-1000-013-079; the current assessed value is \$43,451.

BACKGROUND:

The property located at 2300 Gulf Beach Highway was the subject of a 2007 Code Enforcement action. The violation consisted of trash, debris, solid waste, overgrowth, and repair or removal of a dilapidated structure. As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008.

IMPLEMENTATION/COORDINATION:

NA

Attachments

2300 Gulf Beach Hwy backup



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5222

County Administrator's Report 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Approval of Miscellaneous Appropriations Agreement for Naval Aviation Museum Foundation, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement for the Naval Aviation Museum Foundation, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement between Escambia County and Naval Aviation Museum Foundation, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement in the amount of \$100,000, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105, Account 58201;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

NavalMuseumAgreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
NAVAL AVIATION MUSEUM FOUNDATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Naval Aviation Museum Foundation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1750 Radford Boulevard, NAS, Pensacola, Florida 32507 and a Federal Tax Identification Number of 59-6178237 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Naval Aviation in Pensacola; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2013/14(October 1 through September 30), the sum of \$100,000.00 to conduct a program generally described as:

Naval Aviation Museum Foundation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013 and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$100,000.00 for the program of activity payable annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

NAVAL AVIATION MUSEUM FOUNDATION, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristina Had

Title: ACA

Date: 10/21/13

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Naval Aviation Museum Foundation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS\$ _____

SUPPLIES\$ _____

TRAVEL.....\$ _____

UTILITIES\$ _____

EQUIPMENT (Unit Cost \$1,000 or more)\$ _____

OTHER RECURRING COSTS:

Insurance\$ 100,000.00

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ 100,000.00

OTHER NON-RECURRING COSTS

_____ \$ _____

_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ _____

GRAND TOTAL.....\$ 100,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Naval Aviation Museum Foundation, Inc. – funding related expenses for the Naval Aviation Museum for the Naval Flight Academy.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5201

County Administrator's Report 11. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Approval of Miscellaneous Appropriations Agreement for Escambia Community Clinics, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for Escambia Community Clinics, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement between Escambia County and Escambia Community Clinics, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement in the amount of \$378,969, to be paid from the General Fund (001), Cost Center 110201, Account 58226;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

ClinicsAgreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ESCAMBIA COMMUNITY CLINICS, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia Community Clinics, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 2200 North Palafox Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-3105246 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing vital humanitarian services through medical aid to persons who may no otherwise receive such care; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of \$378,969.00 to conduct the program generally described as:

Escambia Community Clinics, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$378,969.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014 provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ESCAMBIA COMMUNITY CLINICS, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By:  _____

Title: _____

Date:  _____

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Escambia Community Clinics, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS\$ _____

SUPPLIES\$ _____

TRAVEL\$ _____

UTILITIES\$ _____

EQUIPMENT (Unit Cost \$1,000 or more)\$ _____

OTHER RECURRING COSTS:

Support for uninsured
outpatient healthcare
visits (based on actual
charges per visit)

\$378,969.00

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ 378,969.00

OTHER NON-RECURRING COSTS

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ _____

GRAND TOTAL\$ 378,969.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia Community Clinics, Inc.

The mission of Escambia Community Clinics, Inc. is to provide outpatient primary care services to the indigent, medically needy and working poor residents of Escambia County, regardless of their ability to pay. Care is provided with dignity and compassion without regard to age, sex, race or religion.

Provision of outpatient indigent health care to Escambia County residents who fall under the 150% level of the Federal Poverty Guidelines as published in the Federal Register.

Care provided includes urgent, non-emergent and follow-up health care services delivered by staff physicians of Escambia Community Clinics. All laboratory, x-ray and diagnostic services are included in care.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5162

County Administrator's Report 11. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Payment to the City of Pensacola/Armstrong Park

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Payment to the City of Pensacola for Tennis Court Renovations at Armstrong Park - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning payment to the City of Pensacola for Tennis Court Renovations at Armstrong Park:

A. Approve payment to the City of Pensacola in the amount of \$50,000, for tennis court renovations at Armstrong Park; and

B. Approve any required Purchase Order necessary to make payment to the City.

[Funding Source: Fund 325, Local Options Sale Tax III, Cost Center 110267, Account 58101]

BACKGROUND:

On October 27, 2011, Councilman Townsend requested that the County contribute \$50,000 to the tennis court renovations at Armstrong Park stating that the City would match this request with \$40,000 from the City's Local Option Sales Tax (LOST). On November 17, 2011, the Board of County Commissioners agreed to fund this \$50,000.

The project is now complete; however the City's match towards this project will be partially in cash from their Local Option Sales Tax (\$14,842.80) and partially based on in-kind services delivered by their Engineering Department (\$21,687.75). The combined total of these contributions is \$36,530.55, which is less than the original \$40,000.

BUDGETARY IMPACT:

A total of \$50,000 will be allocated from the County's LOST to make this payment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Armstrong Park Rec

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Capital Improvement Revenue Bonds ►

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, authorizing the subscription for the purchase of the refunding securities necessary to refinance the 2002 Capital Improvement Revenue Bonds.

2. 7251 North Century Boulevard ►

Motion made by Commissioner Valentino, seconded by Commissioner White, and carried unanimously, approving to drop the recommendation that the Board take the following action concerning the sale of real property located at 7251 North Century Boulevard, Account Number 11-1678-000, Reference Number 07-5N-30-1205-000-000:

A. Authorize the sale of the property in accordance with Section 46-131 of the Escambia County Code of Ordinances; the real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property, and the size, shape, location, and value of the property would make it of use only to one or more adjacent property owners; and

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

3. Precinct Boundary Changes ►

Motion made by Commissioner White, seconded by Commissioner Young, and carried unanimously, adopting the boundaries and description changes for the following 17 precincts, per the Escambia County Precinct Boundaries Descriptions: 5, 11, 18, 19, 21, 22, 23, 26, 33, 36, 45, 69, 91, 103, 104, 108, and 112, as necessary to eliminate any division of a census block and ensure compliance with Florida Law.

4. Armstrong Park ►

Motion made by Commissioner Young, seconded by Commissioner Robinson, and carried 4-1, with Commissioner White voting "no," approving the reallocation of \$50,000 from the Palafox Streetscaping Project to provide funding for tennis courts to be located at Armstrong Park (*located within the limits of the City of Pensacola, at Lakeview Avenue and "A" Street*) (Funding Source: Local Option Sales Tax III [352], Cost Center 220102).

Office of the City Council

City of
Pensacola

*America's First Settlement
Established 1559*

October 27, 2011

The Honorable Marie Young
Commissioner, District 3
Escambia County
P. O. Box 1591
Pensacola, FL 32597

Dear Commissioner Young:

Thank you for meeting with me to discuss the addition of tennis courts at Armstrong Park, located at Lakeview and "A" Street.

As you are aware, as the District 7 City Council Member, I have sought to enhance City services, upgrade recreational facilities, and park improvements to the west side of Pensacola for a number of years. There are no public tennis courts west of Hollice T. Williams Park. The addition of tennis courts at Armstrong Park is certainly needed and would provide the citizens of the west side an opportunity to play tennis close to home.

The City of Pensacola currently has \$40,000 available for this project from Pennies for Progress. An additional \$50,000 from the County would insure that these tennis courts could be built within the next six months. If there are funds remaining from the construction of the tennis courts, they would be directed to other Pennies for Progress projects in District 7.

Any consideration on your part to provide funding for this project would be greatly appreciated. If you need further information on this proposed project, feel free to contact Mr. Dave Flaherty at 436-5679.

Sincerely,



Ronald P. Townsend
City Council Member
District 7



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5220

County Administrator's Report 11. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS County Grant Application for Fiscal Year 2013/2014, in the amount of \$30,881:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the State of Florida EMS Trust Fund, as the Escambia County Emergency Medical Services' Award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign the EMS County Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects Fund, Revenue Account 334221, Cost Center 330318]

BACKGROUND:

The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. In July, the DOHEMS announced that the completed application for the annual grant must be received by 5:00 p.m., EDT, on November 15, 2013. The award sum of \$30,881 is forty-five percent of the funds Escambia County deposited into the state EMS Trust Fund for traffic fine surcharges as specified in Section 401.113(1), F.S., for the period July 1, 2012, through June 30, 2013.

The funds are made available to improve and expand pre-hospital EMS systems in the county and the following, requested for purchase by the grant application, meet these requirements: CCLAW (3), a medical equipment positioning mount to maximize accessibility and protection of ventilators, aspirators, vital signs monitors, IV pumps and solution bags, O2 cylinders and concentrators, and supply kits; Stryker Power Pro (hydraulic-lift) Stretchers (2); infrared

thermoters (35); and Braselow Pediatric Tapes (50).

BUDGETARY IMPACT:

The Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant award will have a positive financial impact for Escambia County Emergency Medical Services. This award will increase funds available to EMS for the express purpose of improving pre-hospital patient care in Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed these documents and approved them as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's grant application policy.

IMPLEMENTATION/COORDINATION:

Trisha Pohlmann, Public Safety Business Operations Manager, will oversee implementation of this grant.

Attachments

EMS County Grant 2013 Resolution

EMS County Grant 2013 Application

RESOLUTION R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS CERTIFYING CERTAIN MONIES RECEIVED FOR USE IN FISCAL YEAR 2013/2014 FROM THE STATE OF FLORIDA EMS TRUST FUND, AS THE ESCAMBIA COUNTY EMERGENCY MEDICAL SERVICES' AWARD, SHALL BE USED TO IMPROVE AND EXPAND THE COUNTY'S PRE-HOSPITAL EMS SYSTEM; PROVIDING SUCH MONIES SHALL NOT SUPPLANT EXISTING BUDGET ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1984, the Florida Legislature established an EMS Trust Fund pursuant to passage of Chapter 85-167, Laws of Florida; and

WHEREAS, Escambia County has been the recipient of these critical funds received from motor vehicle fines earmarked for the County's EMS Trust Fund for over a decade; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety and general welfare of the residents of Escambia County that this resolution shall be enacted in accordance with Chapter 10D-95, Florida Administrative Code.

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

Section 1. That the above whereas clauses are true and incorporated by reference herein.

Section 2. That pursuant to the requirements of Florida law, the Board of County Commissioners hereby certifies that the monies received from the EMS Trust Fund, as the Escambia County Emergency Medical Services' award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner.

Section 3. That 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

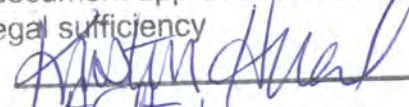
ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency

By: 
Title: ACF
Date: 10/21/13

EMS County Grant Application

FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code - leave this blank)	C
1. County Name: Escambia County	
Business Address: PO Box 1591	
Pensacola, FL 32597-1591	
Telephone: 850-595-4000	
Federal Tax ID Number (Nine Digit Number): VF 59-6000598	

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.	
Signature:	Date:
Printed Name: Gene M. Valentino	ATTEST: Pam Childers
Position Title: Chairman, Escambia County Board of County Commissioners	Clerk of the Circuit Court

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)		Deputy Clerk
Name: Trisha Pohlmann	BCC Approved:	
Position Title: Public Safety Business Operations Manager		
Address: 6575 North "W" Street		
Pensacola, FL 32505		
Telephone: 850-471-6425	Fax Number: 850-471-6455	
E-mail Address: trisha_pohlmann@myescambia.com		

4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds.
List the organization(s) below: (Use additional pages if necessary)
Escambia County Emergency Medical Services

This document approved as to form
and legal sufficiency

By Kristina Hurd

Title SCA

Date 10/21/13

BUDGET PAGE**A. Salaries and Benefits**

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	\$0.00

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay. (see next category).

List the item and, if applicable, the quantity	Amount
CCLAW (3)	\$1,067.00
Infrared Thermometers (35)	\$2,100.00
Braselow Pediatric Tapes	\$1,250.00
TOTAL	\$4,417.00

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
Stryker Power Pro Stretchers (2 each)	\$26,464.00
TOTAL	\$26,464.00
Grand Total	\$30,881.00

**Florida Department of Health
EMS Grant Program**

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F.S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Escambia County EMS

Mailing Address: 221 Palafox Place, Suite 400

Pensacola, FL 32502-5837

Federal Identification number VF-59-6000598

Authorized Official: _____

Signature

Date

ATTEST:

Gene M. Valentino, Chairman, Escambia County Board of County Commissioners

Type Name and Title

Sign and return this page with your application to:

*Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738*

BCC Approved: _____

Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only.

Grant Amount For State To Pay: \$ _____

Grant ID Code: _____

Approved By: _____

Signature of EMS Grant Officer

Date

State Fiscal Year: _____ - _____

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>
64-42-10-00-000			750000

Federal Tax ID: VF _____

Grant Beginning Date: _____

Grant Ending Date: _____

This document approved as to form
and legal sufficiency

By K. H. H.

Title HCA

Date 10/21/13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5217

County Administrator's Report 11. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: State of Florida, Division of Emergency Management Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (Citizen Corps)

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (Citizen Corps) - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-CC, allocating to Escambia County a Grant totaling \$11,200, for the period September 1, 2013, through September 30, 2014:

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

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

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

BACKGROUND:

In support of the national effort to develop and enhance Citizen Corps programs, federal funds are being provided to continue the local effort to engage, educate, and train local citizens in their roles as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling \$11,200, with local match required from the selected contractor implementing the program. The grant period is September 1, 2013, through September 30, 2014.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by the selected contractor implementing the program. Administration fees are not specifically identified in this Agreement. The Citizen Corps funds will be identified in Fund 110, Cost center 330458, Revenue Account 334251.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Subgrant Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grants Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Subgrant Agreement. Coordination of this Subgrant will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for Subgrant implementation.

Attachments

14-CI Agreement

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
 - B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.
- THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on **September 1, 2013** and shall end **September 30, 2014**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT.

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING.

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission to:
<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS.

(a) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment C.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under

this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law; or

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform

on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Chanda Jenkins
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-414-8538
Fax: 850-488-7842
Email: Chanda.Jenkins@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John_Dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS.

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS.

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS.

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments:
 - Exhibit 1 - Funding Sources
 - Attachment A – Program Budget
 - Attachment B – Scope of Work
 - Attachment C – Reports
 - Attachment D – Program Statutes, Regulations and Special Conditions
 - Attachment E – Justification of Advance Payment
 - Attachment F – Warranties and Representations
 - Attachment G – Certification Regarding Debarment
 - Attachment H – Statement of Assurances
 - Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION.

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$11,200.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **September 30, 2014**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

(18) REPAYMENTS.

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in Paragraph 19(g)2., of this certification; and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION.

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK.

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

**Board of County Commissioners
Escambia County, Florida**

By: _____

Name and Title: Gene M. Valentino, Chairman

Date: _____

FID# 59-6000598-168

DUNS# 07-507-9673

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

Date BCC Approved: _____
Date BCC Executed: _____

By: _____

Name and Title: Bryan Koon, Director

Date: _____

This document approved as to form
and legal sufficiency

By [Signature]

Title AGT

Date 10/17/13

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: U.S. Department of Homeland Security/Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant
97.042.

Award amount: **\$11,200.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

48 CFR, Part 31

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2013 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Program Budget

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2013 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.

- At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 5% of each Recipient's total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 – Emergency Management Performance Grants EO____	Escambia County	Planning Expenditures	\$11,200.00
		Training Expenditures	\$ 0.00
		Exercise Expenditures	\$ 0.00
		Equipment Expenditures	\$ 0.00
		Management and Administration Expenditures (5%)	\$ 0.00
Total Award		\$	\$11,200.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award amount as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	EO #
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	1	\$11,200.00	\$11,200.00	
Conferences to facilitate planning activities				
Materials required to conduct planning activities				
Travel/per diem related to planning activities				
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under EMPG.				
Other projects areas with prior approval from FEMA				
Activities to achieve planning inclusive of people with disabilities				
SUBTOTAL			\$ 11,200.00	
Allowable Training Costs	Quantity	Unit Cost	Total Cost	
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				

Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				
Travel				
Supplies				
Tuition for higher education				
Certification/Recertification of Instructors				
Other items				
SUBTOTAL			\$	
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise.				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises.				
Implementation of HSEEP				

Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
SUBTOTAL				\$
Allowable Equipment Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us + Click on "Authorized Equipment List (AEL)" + If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"	Quantity	Unit Cost	Total Cost	
Personal Protective Equipment				
e.g., 1.12.2.1, Covers, Outer Footwear				
CBRNE Operational Search and Rescue Equipment				

Information Technology				
Interoperable Communications Equipment				
Medical				
Power				
CBRNE Logistical Support Equipment				
Disability Access and Functional Needs				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation).				
SUBTOTAL			\$	
Allowable Management and Administration Costs	Quantity	Unit Cost	Total Cost	
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> To assist with the management of the respective grant program To assist with application requirements To assist with compliance with reporting/data collection requirements 				
Development of operating plans for information collection and processing necessary to respond to FEMA data calls.				
Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				

<p>Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.</p>				
Travel expenses				
<p>Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).</p>				
<p>Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>				
<p>The following are allowable only within the period of performance:</p> <ul style="list-style-type: none"> • Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. • Leasing and/or renting of space for newly hired personnel. 				
TOTAL ALL EXPENDITURES			\$	
Cost Sharing Allocation				
Source			Amount	
Match will come from local in-kind services.			\$11,200.00	
TOTAL			\$11,200.00	

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). The intent of this Agreement is to complete the following allowable activities:

I. EO and Project Description

EO ____ – Citizen Corps and Community Emergency Response Team (CERT) Program - The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2013 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council
- Develop and implement a plan and amend existing plans, such as emergency operations plans (EOP) to achieve and expand citizen preparedness and participation
- Conduct public education and outreach
- Ensure clear, timely, and accessible alerts/warnings and emergency communications with the public
- Develop training programs for the public, including special needs populations, for both all-hazards preparedness and volunteer responsibilities
- Facilitate citizen participation in exercises
- Implement volunteer programs and activities to support emergency responders
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes
- Conduct evaluations of programs and activities

II. Categories and Eligible Activities

Eligible activities are outlined in the Scope of Work for each category below. FY 2013 EMPG allowable costs are divided into the following categories: **planning, training, exercises, equipment, management and administration cost**. Each category's allowable costs have been listed in the "Budget Detail Worksheet" Attachment A. Eligible activities should support the above approved projects.

A. Planning

Planning spans across all five NPG mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness. Integrating non-governmental entities into the planning process is critical to achieve comprehensive community preparedness. To meet this important objective, EMPG funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils.
- Assuring that State and local government homeland security strategies, policies, guidance, plans and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation.
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Community-based planning to advance "whole community" security and emergency management.

- Developing and implementing a community preparedness strategy for the State/local jurisdiction.
- Developing or reproducing accessible public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training, exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings.
 - All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to <http://www.citizencorps.gov>. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication.
 - Allowable expenditures include:
 - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters.
 - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers.
 - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.
 - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.
 - Allowable expenditures include:
 - Recruiting, screening, and training volunteers (e.g. background checks)
 - Retaining, recognizing, and motivating volunteers.
 - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems and to track volunteer hours) and other available resources in compliance with applicable privacy laws.
 - Necessary non-structural accommodations to include persons with programmatic and communications access needs (e.g., sign language interpreters. Computer Assisted Realtime Translation (CART) and other modifications of policies and practices to fully include volunteers with disabilities).
 - Evaluating volunteers.

B. Training

Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community based workshops, seminars, demonstrations, or conferences. Examples include; CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and disability-inclusive community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer Course, and the CERT Program Manager Course. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training.

Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity CERT members might be tasked to perform in support of emergency services responders;
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or
- Enhances understanding of a particular local hazard CERT members might encounter in their response activities.

There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, Teen CERT Train-the-Trainer, or CERT Program Manager courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and access and functional needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). Jurisdictions are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

Instruction for trainers and training to support the Citizen Corps Council members in their efforts to manage and coordinate the Citizen Corps mission is also an allowable use of the FY 2013 CCP funding.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf.

The NIMS Guideline for Credentialing of Personnel provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

To ensure the professional development of the emergency management workforce, the grantee must ensure routine capabilities assessment is accomplished and a multi-year training plan is developed and implemented.

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent (15%) of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors.** Cost associated with the certification and re-certification of instructors is allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

C. Exercises

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises. Grantees are encouraged to develop exercises that test their SOPs/SOGs in accordance with the FY 2013 Priority requirements.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of

space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises. In no case is dual compensation allowable.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** - Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Requirements

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>. The HSEEP Library provides sample exercise materials and templates.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtm>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

States are encouraged to exercise their capabilities with regard to infants and children across all aspects of response and recovery, including pediatric medical surge capabilities and integrating the accessibility and functional needs of children and adults with disabilities.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework*.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise for the purpose of the Multi-Year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- **Exercise Evaluation Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at <https://hseep.dhs.gov>.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

D. Equipment

States and Urban Areas are encouraged to fully leverage all HSGP resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed in the AEL, available at <https://www.rkb.us>.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

- E. Management and Administration** - no more than 5% of each sub-recipient's total award may be expended on Management and Administration costs. M&A activities are those define as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls.

Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

III. Program Requirements

1. The following are required items to be provided to participate under the CERT Sub-grant: (NOTE: Special exemption can be granted by the State Citizen Corps/CERT office.)
 - A. PPE Equipment

- Hard Hat
- ID Tag
- Light Stick
- Latex or Nitrate Gloves
- Signal Whistle
- Work Gloves
- Roll of Duck Tape
- Protective Eyewear
- Dust Mask or simple HEPA Mask
- Reflective Vest
- Marking Caulk or Marking Crayon
- Bag/Backpack
- Flashlight (simple)
- Cardboard or Simple Splint (forearm or leg)
- Disaster medical care items for at least 3 victims such as gauze, triangles, etc.

- B. Participant manuals – provided by applicant
- C. SOPs/SOGs
- D. Certificate

2. CERT trainings and events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the State Citizen Corps/CERT office.
3. The following are required items for the CERT Basic Training Course to be taught under this sub-grant:
 - A. Use of the Full FEMA/EMI/FDEM CERT Basic Training Course – G317 including the terrorism module and showing the Sheltering-In-Place Video (DVD)
 - B. Use of a CERT Train-the-Trainer (TTT) – G428 Qualified Individual (FEMA/FDEM graduate of the CERT TTT or Trainer Course) as Program Manager, Course Manager, or Lead Instructor
 - C. Use of the CERT Program Manager Course – G427 Qualified Individual (FEMA/FDEM graduate of the CERT TTT or Trainer Course) as Program Manager.
 - D. Use of Adequate Training Facility
4. It is the responsibility of the applicant to arrange and compensate course managers for CERT trainings and course manuals.
5. Tracking and reporting the number of trained CERT volunteers is not only a State of Florida priority, but also a DHS/ODP priority. It is required to have a database to track the number of trained volunteers, as well as someone, to monitor/enter data to such a database.
6. Required Quarterly Reports will be due as indicated in the signed contract, or separate schedule. The Quarterly Report should include more extended training data, explanation on the expenditure of Subgrant dollars for the quarter, and any CERT activities that took place during the quarter. FDEM reserves the right to change quarterly reporting due dates when to do so would be in the best interest of the State of Florida.

7. Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. A letter from your County Emergency Management or your sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.

A. Cost Share Guidance

Types of Match

Cash Match - Cash (hard) match includes non-Federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

In-kind Match. In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

Definitions

Matching or Cost Sharing. This means the value of the third party in-kind contributions and the portion of the costs of a Federally-assisted project, or program not borne by the Federal Government. All cost-sharing or matching funds claimed against a FEMA grant by State, local or tribal governments must meet the requirements of the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.

Cash Match (hard). This includes cash spent for project-related costs under a grant agreement. Allowable cash match must include only those costs which are allowable with Federal funds in compliance with the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.

In-kind Match (soft). This means contributions of the reasonable value of property or services in lieu of cash which benefit a Federally-assisted project or program. This type of match may only be used if not restricted or prohibited by program statute, regulation or guidance and must be supported with source documentation. Only property or services that are in compliance with program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225, are allowable.

Monitoring. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Grant Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtml>)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment;
 - Ground-disturbing activities;
 - New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures;
 - Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex);
 - Renovation of and modification to buildings and structures that are 50 years old or older;
 - Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security;
 - Physical Security Enhancements, including but not limited to:
 - Lighting;
 - Fencing;
 - Closed-circuit television (CCTV) systems;
 - Motion detection systems; and
 - Barriers, doors, gates and related security enhancements.
 - Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures; or
 - Communication tower projects.

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below:

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

I. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number: 1660-0124 (available through ND grants) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website:
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

II. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the NPG and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their grant manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment C

Reports

- A. Recipient shall provide the Division with quarterly financial reports. The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30, and December 30) for the life of the agreement.
- If report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
 - If a report goes two (2) consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided; also financial reimbursements will be withheld until the required information has been submitted.
- B. **The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
 - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
 - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
 - **Equipment Acquisition Costs:** Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
 - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - Copies of the general ledger each quarter should also be provided.
- C. **The final close-out report is due sixty days after termination of this Agreement.**
- D. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

Attachment D

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2013 Emergency Management Performance Grants Program Guidance and Application Kit.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition.

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours.

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G



Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment H

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I
Reimbursement Checklist

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contractor been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?

- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Exercise

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Travel/Conferences

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference?

- ☐ Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, and #of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

- ☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- ☐ 4. Has Form 3 been signed by the Grant Manager?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Form 4b?



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5212

County Administrator's Report 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: State of Florida, Division of Emergency Management Federal FY 2013 Homeland Security Federally-Funded Subgrant Agreement (Domestic Security)

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (Domestic Security) - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract #14-DS-L5-01-27-01-XXX, allocating a Grant totaling \$209,156, through May 31, 2015:

A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating Grant funding that will be identified in Fund 110, Other Grants and Projects Fund, Cost Center to be determined, Revenue Account 334252;

B. Ratify the Chairman's signature, which was required prior to Board action to meet FDEM requirements; and

C. Authorize the Interim County Administrator to execute any Grant-related documents required to implement this Subgrant Agreement.

BACKGROUND:

Escambia County Division of Emergency Management was able to secure additional State allocated Fiscal Year 2013 Federal Domestic Security funding in the amount of \$209,156 for the continued installation of a security fence around the Public Safety facility (\$194,956) and additional disaster response regional training (\$14,200). The grant has no local match requirements. Grant funding must be spent and all projects completed by May 31, 2015.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with the continued installation of a security fence around the Public Safety facility and for additional disaster response training. The grant has no local match requirement. Administration fees are specifically identified. The \$209,156 will be identified in Fund 110, with a Cost Center established for the grant, Revenue Account 334252.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Subgrant Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grant Application Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee the implementation upon approval of the Subgrant Agreement. Coordination of this grant will be between FDEM and the Escambia County Division of Emergency Management, and to include any other organization or agency identified for the grant implementation.

Attachments

14-DS-L5-01-27-01-XXX

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County Emergency Management (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties whichever is later, and shall end **May 31, 2015**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports as requested by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Nikki Hines
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 50-413-9894
Fax: (850) 922-8289
Email: nikki.hines@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
6575 North "W" Street
Pensacola, Florida 32505
Telephone: 850-471-6400
Fax: 850-471-6455
Email: jsdosh@myescambia.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B – Scope of Work

Attachment C - Deliverables

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Statement of Assurances
Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$209,156 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **May 31, 2015**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the

discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

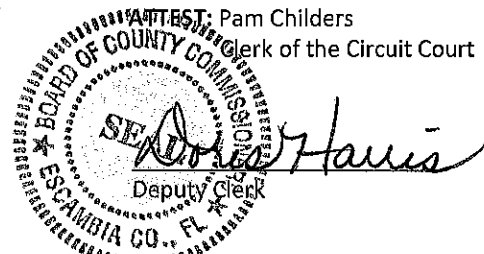
Board of County Commissioners
Escambia County, Florida

By: *Gene M. Valentino*
Name and Title: Gene M. Valentino, Chairman

Date: October 10, 2013

FID# 59-6000598-168

DUNS# 07-507-9673



Date BCC Approved: _____

Date BCC Executed: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Approved as to form and legal
sufficiency.

By/Title: *K. H. Val ACA*
Date: 10/9/13

By: _____

Name and Title: _____

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: **U.S. Department of Homeland Security/Federal Emergency Management Agency**

Catalog of Federal Domestic Assistance title and number: **97.067**

Award amount: **\$ 209,156**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

COMBINED T&E and EOC PROJECT

ATTACHMENT A

Proposed Program Budget

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 - Homeland Security Grant Program – Issues 5, 15	Escambia County Emergency Management	Issue 5 - Training	\$14,200.00
		Issue 15 – Equipment – EOC Project	\$194,956.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	\$0.00
Total Award		\$209,156.00	

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the “Proposed Program Budget”.

If any changes need to be made to the “Budget Detail Worksheet”, after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2013 Escambia Co Issues 5, 15 Budget Detail Worksheet– Eligible Activities				
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue Number
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants	1	\$ 14,200.00	\$ 14,200.00	5
Certification/Recertification of Instructors				
Travel				
Supplies				
Tuition for higher education				
Other items				
<p>A complete list of FEMA approved courses may be found at www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf</p>				
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us Click on “Authorized Equipment List (AEL)” If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the “AEL item number” and “title”	Quantity	Unit Cost	Total Cost	Issue Number
Personal protective equipment				
e.g., 1.12.2.1, Covers, Outer Footwear				

Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Information technology				
Cyber security enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
Decontamination Equipment (HSGP only)				
Medical supplies				
Power equipment				
CBRNE reference materials				
CBRNE incident response vehicles				
Terrorism incident prevention equipment				
Physical security enhancement equipment				
14-SW-01-Wall Barriers: Fences; Jersey Walls, 21GN-00-INST Installation	1	\$194, 956.00	\$194, 956.00	15
Inspection and Screening systems				
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)				
CBRNE Prevention and Response watercraft				
CBRNE Aviation Equipment				
CBRNE logistical support equipment				
Intervention equipment				
Public Alert and Warning Equipment				
Disability Access and Functional Needs				

Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				

Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue Number
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> To assist with the management of the respective grant program To assist with application requirements of the grant program To assist with the compliancy with reporting and data collection as it may relate to the grant program 				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).				
Acquisition of authorized office equipment , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the contract period: <ul style="list-style-type: none"> Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. 				

ATTACHMENT B

Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

Issue 5 – Local Planning, Training and Exercise: This project will allow counties to execute a training plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

Issue 15 – R1 - Escambia County EOC Phase Project
Systems, Physical Access Control

II. Categories and Eligible Activities

FY2013 allowable costs are divided into the following categories: **planning, training, exercises, and equipment management and administration cost** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Planning

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Implementing the *National Preparedness Guidelines(NPG)* and the Whole community approach to Security and Emergency Management
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan (NIPP)* and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan (NECP)*
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the National Response Framework (NRF) coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Activities, materials, service, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

Developing related terrorism prevention activities including:

- Developing THIRA that reflects a representative make up and composition of jurisdiction
- Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups

- Integrating and coordinating fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent
- Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

Developing and enhancing plans and protocols, including but not limited to:

- Community-based planning to advance “whole community” security and emergency management
- Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland strategies, policies, guidance, plans, and evaluations
- Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels to support interoperability
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
- Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Developing or enhancing border security plans
- Developing or enhancing cyber security and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities

- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities

Developing or conducting assessments, including but not limited to:

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
- Soft target security planning (e.g., public gatherings)

Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained

Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual level of independence in general population environments

Developing and implementing a community preparedness strategy for the State/local jurisdiction

Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness strategy for the State/local jurisdiction

- Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: citizen Corps Affiliate Programs and Organizations, Community Emergency Response Team (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/UASonWatch, volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts

Establishing and sustaining Citizen Corps Councils or their equivalent

Working with youth-serving organizations to develop and sustain a youth preparedness program

B. Training

Allowable training-related costs include, but are not limited to, the following:

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs is allowable (e.g., sign language interpreters, communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-

traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplement training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- **Certification/Recertification of Instructors** – States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005. Additional information can be obtained at http://www.fema.gov/good_guidance/download/10146.
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized training-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

C. Exercises

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's formal written procurement policy or 44 CFR 13.36 – whichever is more stringent – must be followed.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** – Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- ✖ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- ✖ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- ✖ The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

Exercise Requirements

Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the States respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to hseep@dhs.gov.

The Training and Exercise Plan will include the State's prioritized capability requirements and a Multi-Year Training and Exercise Plan (schedule) that supports the identified capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to hseep@dhs.gov, all scheduled training and exercises should be entered into the HSEEP National Exercise Scheduling (NEXUS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grants programs. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban areas are encouraged to share, at a minimum, the multi-year training and exercises schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP and UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with objectives and capabilities identified in the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year

Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- **Exercise Evaluation and Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hssep.dhs.gov>.
- **Self-sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-Year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

D. Equipment Acquisition

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for FY 2013 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

E. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Overtime costs - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

Operational overtime costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2013 SHSP or IASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

- Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2013 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

F. Unauthorized Expenditures

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

G. Construction and Renovation

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes and Environmental Assessment (EA) may be needed, as defined in

44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (<http://www.fema.gov/government/grant/bulletins/index.shtm>).

FY 2013 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

H. Overtime and Backfill Guidance

Personnel (SHSP and UASI) – Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2013 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, please refer to Information Bulletin 358.

FY 2013 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

I. National Incident Management System (NIMS) Compliance

HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential

Incidents of National Significance, which are major events that “require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities.”

The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm.

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient’s reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided, also financial reimbursements will be withheld until the required information has been submitted.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category’s corresponding line item number in the “Detail of Claims” form. This number can be found in the “Proposed Program Budget”. A line item number is to be included for every dollar amount listed in the “Detail of Claims” form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

Florida Division of Emergency Management US Department of Homeland Security Grants Program Grant Monitoring Process

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of

the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✚ Equipment selection or available vendors
- ✚ Eligibility of items or services
- ✚ Coordination and partnership with other agencies within or outside the region or discipline
- ✚ Record Keeping
- ✚ Reporting Requirements
- ✚ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

A. Programmatic Point of Contact

Nikki Hines Grants Manager FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9894 nikki.hines@em.myflorida.com	Felicia Pinnock Program Manager FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9958 Felicia.Pinnock@em.myflorida.com
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B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment C
Deliverables

State Homeland Security Program (SHSP): SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

In addition, the Recipient is to complete the following issues as described below throughout the agreement period to ensure compliance and coordination with the Homeland Security Grant Program. Items listed below are to be reviewed quarterly to ensure recipients' compliance. Documentation supporting the completion of the issues outlined below shall be submitted along with the Quarterly Financial report.

Issue 5 – Local Planning, Training and Exercise: This project will allow counties to execute a training plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

- Training will consist of regional specific training that will focus on NIMS compliance and all-hazard readiness by providing first responders, volunteers, elected officials, emergency managers, and others a chance to develop the skills necessary to protect lives and property during a catastrophic event. Training programs will educate response personnel on position specific training courses, which will ensure implementation of state and local incident command systems and NIMS compliance. This will support new NIMS requirements to expand ICS training to community partners, such as Community Emergency Response Teams (CERT) and private partners. County specific training courses will include, but not limited to, FEMA “G” series courses, staff professional development and all-hazards position specific training. Total Cost - \$14,200.00

Issue 15 – R1 - Escambia County EOC Phase Project - Systems, Physical Access Control

- Installation of security access terminals - \$76,000.00
- Installation of fence to include all labor, materials, and required permitting - \$118,956.00

Attachment D
Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”).
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

C. Audit Requirements for State

- OMB Circular A-133, Audits of States, Local Governments and Non Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program guidance and application kit.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399 within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment H

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I
Reimbursement Check List

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof

attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Exercise

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

- ☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- ☐ 4. Has Form 3 been signed by the Grant Manager?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Form 4b?



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5214

County Administrator's Report 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: State of Florida, Division of Emergency Management Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (CERT)

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (CERT) - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-CI, allocating to Escambia County a Grant totaling \$11,200 for the period September 1, 2013, through September 30, 2014:

A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Community Emergency Response Team (CERT) program, to be identified in Fund 110, Cost Center 330430, Revenue Account 334248;

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

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

BACKGROUND:

In support of the national effort to develop and enhance CERT programs, federal funds are being provided to continue the local effort to engage, educate, and train local citizens in their roles as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling \$11,200, with local match required from the selected contractor implementing the program. The grant period is September 1, 2013, through September 30, 2014.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by the selected contractor implementing the program. Administration fees are not specifically identified in this Agreement. The CERT funds will be identified in Fund 110, Cost center 330430, Revenue Account 334248.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Subgrant Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grants Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Subgrant Agreement. Coordination of this Subgrant will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for Subgrant implementation.

Attachments

14-CI agreement

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
 - B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.
- THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on **September 1, 2013** and shall end **September 30, 2014**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT.

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING.

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission to:
<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS.

(a) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment C.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under

this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law; or

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform

on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Chanda Jenkins
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-414-8538
Fax: 850-488-7842
Email: Chanda.Jenkins@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John_Dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS.

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS.

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS.

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments:
 - Exhibit 1 - Funding Sources
 - Attachment A - Program Budget
 - Attachment B - Scope of Work
 - Attachment C - Reports
 - Attachment D - Program Statutes, Regulations and Special Conditions
 - Attachment E - Justification of Advance Payment
 - Attachment F - Warranties and Representations
 - Attachment G - Certification Regarding Debarment
 - Attachment H - Statement of Assurances
 - Attachment I - Reimbursement Checklist

(17) FUNDING/CONSIDERATION.

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$11,200.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **September 30, 2014**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

(18) REPAYMENTS.

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in Paragraph 19(g)2., of this certification; and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION.

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK.

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

**Board of County Commissioners
Escambia County, Florida**

By: _____
Name and Title: Gene M. Valentino, Chairman
Date: _____
FID# 59-6000598-168
DUNS# 07-507-9673

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

Deputy Clerk

Date BCC Approved: _____
Date BCC Executed: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Name and Title: Bryan Koon, Director
Date: _____

This document approved as to form
and legal sufficiency

By: [Signature]
Title: AG
Date: 10/17/13

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: U.S. Department of Homeland Security/Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant
97.042.

Award amount: **\$11,200.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

48 CFR, Part 31

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2013 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Program Budget

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2013 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.

- At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 5% of each Recipient's total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 – Emergency Management Performance Grants EO____	Escambia County	Planning Expenditures	\$11,200.00
		Training Expenditures	\$ 0.00
		Exercise Expenditures	\$ 0.00
		Equipment Expenditures	\$ 0.00
		Management and Administration Expenditures (5%)	\$ 0.00
Total Award		\$	\$11,200.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award amount as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	EO #
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	1	\$11,200.00	\$11,200.00	
Conferences to facilitate planning activities				
Materials required to conduct planning activities				
Travel/per diem related to planning activities				
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under EMPG.				
Other projects areas with prior approval from FEMA				
Activities to achieve planning inclusive of people with disabilities				
SUBTOTAL			\$ 11,200.00	
Allowable Training Costs	Quantity	Unit Cost	Total Cost	
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				

Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				
Travel				
Supplies				
Tuition for higher education				
Certification/Recertification of Instructors				
Other items				
SUBTOTAL			\$	
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise.				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises.				
Implementation of HSEEP				

Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
SUBTOTAL \$				
Allowable Equipment Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us * Click on "Authorized Equipment List (AEL)" * If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"	Quantity	Unit Cost	Total Cost	
Personal Protective Equipment				
e.g., 1.12.2.1, Covers, Outer Footwear				
CBRNE Operational Search and Rescue Equipment				

Information Technology				
Interoperable Communications Equipment				
Medical				
Power				
CBRNE Logistical Support Equipment				
Disability Access and Functional Needs				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation).				
SUBTOTAL			\$	
Allowable Management and Administration Costs	Quantity	Unit Cost	Total Cost	
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> To assist with the management of the respective grant program To assist with application requirements To assist with compliance with reporting/data collection requirements 				
Development of operating plans for information collection and processing necessary to respond to FEMA data calls.				
Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				

<p>Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.</p>				
Travel expenses				
<p>Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).</p>				
<p>Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>				
<p>The following are allowable only within the period of performance:</p> <ul style="list-style-type: none"> • Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. • Leasing and/or renting of space for newly hired personnel. 				
TOTAL ALL EXPENDITURES			\$11,200.00	
Cost Sharing Allocation				
Source			Amount	
Match will come from local in-kind services.			\$11,200.00	
TOTAL			\$11,200.00	

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). The intent of this Agreement is to complete the following allowable activities:

I. EO and Project Description

EO ____ – Citizen Corps and Community Emergency Response Team (CERT) Program - The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2013 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council
- Develop and implement a plan and amend existing plans, such as emergency operations plans (EOP) to achieve and expand citizen preparedness and participation
- Conduct public education and outreach
- Ensure clear, timely, and accessible alerts/warnings and emergency communications with the public
- Develop training programs for the public, including special needs populations, for both all-hazards preparedness and volunteer responsibilities
- Facilitate citizen participation in exercises
- Implement volunteer programs and activities to support emergency responders
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes
- Conduct evaluations of programs and activities

II. Categories and Eligible Activities

Eligible activities are outlined in the Scope of Work for each category below. FY 2013 EMPG allowable costs are divided into the following categories: **planning, training, exercises, equipment, management and administration cost**. Each category's allowable costs have been listed in the "Budget Detail Worksheet" Attachment A. Eligible activities should support the above approved projects.

A. Planning

Planning spans across all five NPG mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness. Integrating non-governmental entities into the planning process is critical to achieve comprehensive community preparedness. To meet this important objective, EMPG funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils.
- Assuring that State and local government homeland security strategies, policies, guidance, plans and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation.
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Community-based planning to advance "whole community" security and emergency management.

- Developing and implementing a community preparedness strategy for the State/local jurisdiction.
- Developing or reproducing accessible public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training, exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings.
 - All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to <http://www.citizencorps.gov>. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication.
 - Allowable expenditures include:
 - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters.
 - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers.
 - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.
 - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.
 - Allowable expenditures include:
 - Recruiting, screening, and training volunteers (e.g. background checks)
 - Retaining, recognizing, and motivating volunteers.
 - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems and to track volunteer hours) and other available resources in compliance with applicable privacy laws.
 - Necessary non-structural accommodations to include persons with programmatic and communications access needs (e.g., sign language interpreters. Computer Assisted Realtime Translation (CART) and other modifications of policies and practices to fully include volunteers with disabilities).
 - Evaluating volunteers.

B. Training

Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community based workshops, seminars, demonstrations, or conferences. Examples include; CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and disability-inclusive community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer Course, and the CERT Program Manager Course. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training.

Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity CERT members might be tasked to perform in support of emergency services responders;
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or
- Enhances understanding of a particular local hazard CERT members might encounter in their response activities.

There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, Teen CERT Train-the-Trainer, or CERT Program Manager courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and access and functional needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). Jurisdictions are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

Instruction for trainers and training to support the Citizen Corps Council members in their efforts to manage and coordinate the Citizen Corps mission is also an allowable use of the FY 2013 CCP funding.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf/.

The NIMS Guideline for Credentialing of Personnel provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

To ensure the professional development of the emergency management workforce, the grantee must ensure routine capabilities assessment is accomplished and a multi-year training plan is developed and implemented.

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent (15%) of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors.** Cost associated with the certification and re-certification of instructors is allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

C. Exercises

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises. Grantees are encouraged to develop exercises that test their SOPs/SOGs in accordance with the FY 2013 Priority requirements.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of

space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises. In no case is dual compensation allowable.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** - Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Requirements

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>. The HSEEP Library provides sample exercise materials and templates.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtm>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

States are encouraged to exercise their capabilities with regard to infants and children across all aspects of response and recovery, including pediatric medical surge capabilities and integrating the accessibility and functional needs of children and adults with disabilities.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework*.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise for the purpose of the Multi-Year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- **Exercise Evaluation Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at <https://hseep.dhs.gov>.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

D. Equipment

States and Urban Areas are encouraged to fully leverage all HSGP resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed in the AEL, available at <https://www.rkb.us>.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

- E. Management and Administration** - no more than 5% of each sub-recipient's total award may be expended on Management and Administration costs. M&A activities are those define as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls.

Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

III. Program Requirements

1. The following are required items to be provided to participate under the CERT Sub-grant: (NOTE: Special exemption can be granted by the State Citizen Corps/CERT office.)
 - A. PPE Equipment

- Hard Hat
- ID Tag
- Light Stick
- Latex or Nitrate Gloves
- Signal Whistle
- Work Gloves
- Roll of Duck Tape
- Protective Eyewear
- Dust Mask or simple HEPA Mask
- Reflective Vest
- Marking Caulk or Marking Crayon
- Bag/Backpack
- Flashlight (simple)
- Cardboard or Simple Splint (forearm or leg)
- Disaster medical care items for at least 3 victims such as gauze, triangles, etc.

- B. Participant manuals – provided by applicant
- C. SOPs/SOGs
- D. Certificate

2. CERT trainings and events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the State Citizen Corps/CERT office.
3. The following are required items for the CERT Basic Training Course to be taught under this sub-grant:
 - A. Use of the Full FEMA/EMI/FDEM CERT Basic Training Course – G317 including the terrorism module and showing the Sheltering-In-Place Video (DVD)
 - B. Use of a CERT Train-the-Trainer (TTT) – G428 Qualified Individual (FEMA/FDEM graduate of the CERT TTT or Trainer Course) as Program Manager, Course Manager, or Lead Instructor
 - C. Use of the CERT Program Manager Course – G427 Qualified Individual (FEMA/FDEM graduate of the CERT TTT or Trainer Course) as Program Manager.
 - D. Use of Adequate Training Facility
4. It is the responsibility of the applicant to arrange and compensate course managers for CERT trainings and course manuals.
5. Tracking and reporting the number of trained CERT volunteers is not only a State of Florida priority, but also a DHS/ODP priority. It is required to have a database to track the number of trained volunteers, as well as someone, to monitor/enter data to such a database.
6. Required Quarterly Reports will be due as indicated in the signed contract, or separate schedule. The Quarterly Report should include more extended training data, explanation on the expenditure of Subgrant dollars for the quarter, and any CERT activities that took place during the quarter. FDEM reserves the right to change quarterly reporting due dates when to do so would be in the best interest of the State of Florida.

7. Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. A letter from your County Emergency Management or your sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.

A. Cost Share Guidance

Types of Match

Cash Match - Cash (hard) match includes non-Federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

In-kind Match. In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

Definitions

Matching or Cost Sharing. This means the value of the third party in-kind contributions and the portion of the costs of a Federally-assisted project, or program not borne by the Federal Government. All cost-sharing or matching funds claimed against a FEMA grant by State, local or tribal governments must meet the requirements of the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.

Cash Match (hard). This includes cash spent for project-related costs under a grant agreement. Allowable cash match must include only those costs which are allowable with Federal funds in compliance with the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.

In-kind Match (soft). This means contributions of the reasonable value of property or services in lieu of cash which benefit a Federally-assisted project or program. This type of match may only be used if not restricted or prohibited by program statute, regulation or guidance and must be supported with source documentation. Only property or services that are in compliance with program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225, are allowable.

Monitoring. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Grant Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtm>)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment;
 - Ground-disturbing activities;
 - New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures;
 - Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex);
 - Renovation of and modification to buildings and structures that are 50 years old or older;
 - Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security;
 - Physical Security Enhancements, including but not limited to:
 - Lighting;
 - Fencing;
 - Closed-circuit television (CCTV) systems;
 - Motion detection systems; and
 - Barriers, doors, gates and related security enhancements.
 - Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures; or
 - Communication tower projects.

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below:

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

I. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number: 1660-0124 (available through ND grants) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website:
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

II. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the NPG and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their grant manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment C

Reports

- A. Recipient shall provide the Division with quarterly financial reports. The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30, and December 30) for the life of the agreement.
- If report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
 - If a report goes two (2) consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided; also financial reimbursements will be withheld until the required information has been submitted.
- B. **The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
 - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
 - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
 - **Equipment Acquisition Costs:** Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
 - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - Copies of the general ledger each quarter should also be provided.
- C. **The final close-out report is due sixty days after termination of this Agreement.**
- D. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

Attachment D

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
 3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2013 Emergency Management Performance Grants Program Guidance and Application Kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

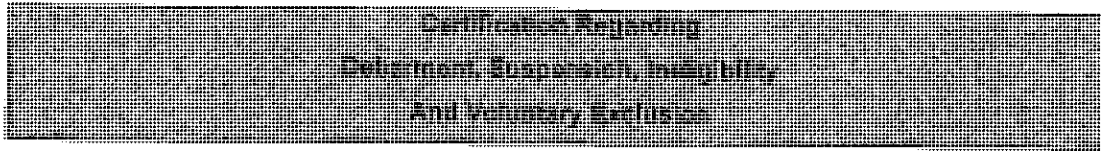
Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G



Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment H

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I
Reimbursement Checklist

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?

- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Exercise

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Travel/Conferences

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference?

- ☐ Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, and #of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

- ☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- ☐ 4. Has Form 3 been signed by the Grant Manager?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Form 4b?



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5194

County Administrator's Report 11. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Residential Construction Mitigation Program State-Funded Grant Agreement with Florida DEM and Funding Agreement with Rebuild Northwest Florida, Inc.

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Construction Mitigation Program State-Funded Grant Agreement with the State of Florida Division of Emergency Management and Funding Agreement with Rebuild Northwest Florida, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning award and implementation of the Residential Construction Mitigation Program (RCMP) State-Funded Grant Agreement with the State of Florida Division of Emergency Management (FDEM) and Funding Agreement with Rebuild Northwest Florida, Inc. (Rebuild):

A. Acknowledge, for the Official Record, award of the RCMP State-Funded Grant for Project #RCMP2014-002, in the amount of \$150,000, by the FDEM;

B. Approve and ratify the Chairman's execution of the RCMP State-Funded Grant Agreement between the County and FDEM, in the amount of \$150,000, providing requirements for expenditure of the funds to further hurricane hardening and residential mitigation activities in Escambia County;

C. Approve the Funding Agreement between Rebuild Northwest Florida, Inc., and Escambia County, Florida, in the amount of \$150,000, providing for implementation of the RCMP Grant in conjunction with Rebuild's ongoing residential mitigation initiative; and

D. Authorize the Chairman to execute the Agreement with Rebuild Northwest Florida, Inc., and the Chairman or Interim County Administrator, as appropriate, to execute all Grant-related documents as required to receive the Grant funds, implement the project, and complete project related activities.

[Funding: Fund 110/Other Grants and Projects, Cost Center 220420)

BACKGROUND:

The Florida Division of Emergency Management (FDEM) awarded a \$150,000 Residential Construction Mitigation Program (RCMP) Residential Retrofit Grant to Escambia County, based on an application filed by Rebuild Northwest Florida, Inc. (Rebuild) with FDEM earlier this year (see **Exhibit I**). The FDEM grant was awarded to the County per governing regulations since it could not be directly contracted to Rebuild by FDEM due to funding limitations. This recommendation is intended to enable the County to receive and effectively subgrant the FDEM funds to Rebuild. The County will receive a \$3,750 indirect cost allocation from the Grant. The RCMP funds are critical in providing mitigation (house hardening) assistance for lower income homeowners in Escambia County who cannot afford to provide the 25% cash matching required for participation in the Federal Emergency Management Agency (FEMA) funded mitigation program operated by Rebuild. There is a waiting list of applicants for the mitigation program that can be served through this funding.

BUDGETARY IMPACT:

The grant in the amount of \$150,000 was incorporated into the County's FY 2014 budget by supplemental budget amendment approved by the Board on 10/3/13 (see **Exhibit II**). The funds are budgeted in Fund 110/Other Grants, Cost Center 220420.

LEGAL CONSIDERATIONS/SIGN-OFF:

Due to FDEM document turnaround limitations, upon review and approval by the County Legal Department, the Chairman executed the FDEM RCMP Grant Agreement (see **Exhibit III**), which is currently at FDEM for countersignature. The Chairman's action is ratified through this recommendation. The Funding Agreement with Rebuild has also been reviewed and approved by Kristin Hual, Assistant County Attorney (see **Exhibit IV**).

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The two agreements required to receive the funds from FDEM and to implement the Grant via Rebuild must be approved by the Board.

IMPLEMENTATION/COORDINATION:

General Grant coordination will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI) in cooperation with Rebuild and FDEM. Activities will begin immediately after execution of the Funding Agreement with Rebuild. All project related payments or reimbursements will be processed through the Clerk's Finance Division. Homeowners who participate in this initiative must meet eligibility requirements for the RCMP Grant. The participating agencies are aware of the content of this recommendation and the planned approval schedule.

Attachments

Exhibit I

Exhibit II

Exhibit III

Exhibit IV

RCMP2014 Grant Award - Project Number: RCMP14-002

Douglas, Howard [Howard.Douglas@em.myflorida.com]

Sent: Friday, June 14, 2013 3:17 PM

To: Randy Wilkerson

Attachments: RCMP14-002_PIS_6-14-13.xlsx (151 KB)

Mr. Wilkerson:

Congratulations, Escambia County was awarded a grant in the amount of \$150,000.00 from the Residential Construction Mitigation Program for State Fiscal Year 2013-2014. The fiscal year starts July 1, 2013 and ends June 30, 2014.

Attached is the Property Information Spreadsheet (PIS) that will need to be completed and returned to this office no later than July 5, 2013. Based on your inspection of the potential mitigation properties, please enter the information requested in the yellow highlighted columns contained in the PIS, enter the date in cell c3, save and return by email. Pictures of the residential structures are required to be submitted for each property identified for mitigation. Please send the pictures in separate emails for each property. Always reference the RCMP Project Number in every email as shown above.

Upon submission of the completed PIS and the required pictures, the Division will calculate the Benefit Cost Analysis Ratio to determine which projects can be approved. Remember, no work shall start until the Agreement is fully executed. The Agreement is currently being developed and should be sent to you within the next two weeks.

Please call or send an email should you have any questions.

Thanks,



Howard Douglas
Community Assistance Consultant
Office: 850-413-9817



EXHIBIT I

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

NOTICE OF INTENT TO AWARD

REQUEST FOR PROPOSAL: #RFP-DEM-12/13-023

TITLE: RCMP Residential Retrofit

The State of Florida, Division of Emergency Management, hereby notices its intent to award contracts under RFP-DEM-12/13-023 to the following vendors:

Calhoun CountyBOCC
Centro Campesino
City of Delray Beach
City of Melbourne
City of North Lauderdale
City of Tamarac
City of Titusville
Community Action Program
Escambia County BOCC
Miami-Dade CAHSD
Rebuild NE Florida
St. Lucie County BOCC

A Tabulation Sheet containing total scores from the vendors submitting proposals is included as an attachment to this Notice of Intent to Award advertisement.

BEGIN POSTING: Date: 06/07/2013 Time: 04:30 P.M.
END POSTING: Date: 06/12/2013 Time: 04:30 P.M.

Failure to File Protest Within Prescribed Timeframe Statement: Failure to file a protest within the time prescribed in subsection 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a written notice of protest with the Division within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation or decision or intended decision.

Notice of Protest Bonding Requirement: Any person who files an action protesting a decision or intended decision pertaining to contract awards administered by the Division pursuant to subsection 120.57(3), F.S., shall post with the Division, at the time of filing the formal written protest, a bond per subsection 287.042(2)(c), F.S., payable to the Division of Emergency Management in an amount equal to one (1) percent of the Division's estimate of the total value of the contract, which bond shall be conditioned upon the payment of all costs, which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the State Purchasing Office, DMS, pertaining to the Division's request for approval of exceptional purchases, the bond shall be in the amount equal to one (1) percent of the Division's estimate of the contract amount for the exceptional purchase requested. In lieu of a bond, the Division may accept a cashier's check or money order in the amount of the bond. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

RFP TABULATION SHEET

Title: RCMP Residential Retrofit

Bid Number: RFP-DEM-12/13-023

Opening Date: May 21, 2013

Time: 3:00 P.M.

Opened By: Tara Walters

Witness: Cherie Milligan

BIDDER/RESPONDENT NAME	TOTAL SCORE	INTENDED AWARD YES OR NO	COMMENTS
City of Melbourne	98.33	Yes	Award
Miami-Dade CAHSD	97.33	Yes	Award
City of North Lauderdale	96.00	Yes	Award
City of Delray Beach	89.33	Yes	Award
City of Tamarac	88.67	Yes	Award
City of Titusville	87.00	Yes	Award
Rebuild NE Florida	87.00	Yes	Award
Escambia County BOCC	86.00	Yes	Award
Calhoun County BOCC	78.00	Yes	Award
Community Action Program	72.00	Yes	Award
Centro Campesino	68.33	Yes	Award
St. Lucie County BOCC	65.00	Yes	Award

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

NOTICE OF BID/PROPOSALS PROTEST BONDING REQUIREMENT - ANY PERSON WHO FILES AN ACTION PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO CONTRACTS ADMINISTERED BY THE DIVISION OR A STATE AGENCY PURSUANT TO SECTION 120.57(3)(b), FLORIDA STATUTES SHALL POST WITH THE DIVISION OR STATE AGENCY AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST, A BOND PAYABLE TO THE DIVISION OR STATE AGENCY IN AN AMOUNT EQUAL TO 1 PERCENT OF THE STATE AGENCY'S ESTIMATE OF THE TOTAL VOLUME OF THE CONTRACT OR \$5000, WHICHEVER IS LESS, WHICH BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST HIM IN THE ADMINISTRATIVE HEARING IN WHICH THE ACTION IS BROUGHT AND IN ANY SUBSEQUENT APPELLATE COURT PROCEEDING. FOR PROTEST OF DECISIONS OR INTENDED DECISIONS OF THE DIVISION PERTAINING TO AGENCIES' REQUESTS FOR APPROVAL OF EXCEPTIONAL PURCHASES, THE BOND SHALL BE IN THE AMOUNT OF EQUAL TO 1 PERCENT OF THE REQUESTING AGENCY'S ESTIMATE OF THE CONTRACT AMOUNT FOR THE EXCEPTIONAL PURCHASE REQUESTED OR \$5000, WHICHEVER IS LESS. IN LIEU OF A BOND, THE DIVISION OR STATE AGENCY MAY, IN WITHER CASE, ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.

RESUME OF THE REGULAR BCC MEETING – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedI. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve the appointment of Linda T. Miragliotta to the Escambia County Health Facilities Authority, effective October 3, 2013, through October 2, 2017, to replace Heber Christopher Brooks, Sr., whose term has expired; Mr. Brooks is not seeking reappointment.

Approved 5-0

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of a not-exceeding \$12,000,000 Capital Improvement Revenue Note, Series 2013, approving the loan to the County from STI Institutional & Government, Inc., and the terms of the loan to the County established therein, and approving the 2013 Project.

Approved 5-0 to drop

2. Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #002, Other Grants and Projects Fund (110), in the amount of \$150,000, and General Fund (001), in the amount of \$3,750, to recognize the 2013 Residential Construction Mitigation Program (RCMP) Residential Retrofit Grant, as awarded to Escambia County by the Florida Department of Emergency Management for implementation by Rebuild Northwest Florida, Inc., and to appropriate these funds for the 2013 RCMP Grant.

Approved 5-0

3. Recommendation: That the Board award a contract to Geosyntec Consultants, Inc., per the terms and conditions of PD 12-13.062, Mahogany Mill Boat Ramp Site Remediation, in the amount of \$163,900.00 (Funding: funds for this Project are available from Community Development Block Grant [CDGB], Brownfield Redevelopment, and Voluntary Cleanup Tax Credit [VCTC], and will be allocated as follows: Fund 129, Cost Center 220404, Object Code 53101 – \$110,448.09 [2012 CDBG]; and Cost Center 220418, Object Code 53101 – \$53,451.91 [VCTC Funds]).

Approved 5-0

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has been awarded a grant via Florida Department of Emergency Management (FDEM) for the 2013 Residential Construction Mitigation Program (RCMP) Residential Retrofit Grant and this funding must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

General Fund	1		
Other Grants and Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2013 RCMP Grant (Rebuild NWF)	110	334xxx (new)	150,000
(2013 Residential Construction Mitigation Program (RCMP Residential Retrofit Grant)			
Indirect Cost - Other (2013 RCMP Grant)	001	369936	3,750
Total			\$153,750

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Other Contractual Services	110 / 220420 (new)	53401	18,750
(Rebuild NWF Admin. & Program Mgt.)			
Other Current Charges & Obligations	110 / 220420 (new)	54901	3,750
(Escambia County Indirect Cost)			
Other Grants & Aids	110 / 220420 (new)	58301	127,500
(RCMP Mitigation/Construction)			
Reserves for Operating	001 / 110201	59805	3,750
Total			\$153,750

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

**Supplemental Budget Amendment
002**

Contract Number: 14RC-6V-01-27-01-XXX

Project Number: RCMP2014-002

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these funds from the State of Florida, General Appropriations Act of 2013-2014, for the purposes set forth in Section 215.559, Fla. Stat., and has the authority to grant these funds to the Recipient upon the terms and conditions below.

C. The Division has statutory authority to disburse funds under this agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work (Attachment A to this Agreement).

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end June 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:
<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Florida Division of Emergency Management at the following address:
Florida Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Florida Auditor General's Office at the following address:

Florida Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Division pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (CPA) licensed under Chapter 473, Fla. Stat. The (CPA) shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or

may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment E.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Mr. Howard Douglas
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 413-9817
Email: howard.Douglas@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Ms. Randy Wilkerson
Executive Director NEFI
221 Palafox Place East, Suite 400
Pensacola, Florida 32502
Telephone: (850) 458-0466
Fax: N/A
Email: wrwilker@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Request for Reimbursement

Attachment C-1 – Detail of Salary and Benefit

Attachment C-2 - Detail of Other Personal/Contractual Services

Attachment C-3 – Detail of Administrative Expenses

Attachment C-4 – Detail of Expenses
Attachment C-5 – Detail of Operating Capital Outlay
Attachment D – Justification of Advance Payment
Attachment E – Quarterly Report Form
Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$150,000.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of the "Florida Division of Emergency Management", and mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

ESCAMBIA COUNTY

By: _____

Name and title: Gene M. Valentino, Chairman

Date: October 3, 2013

FID#: 59-6000598

Escambia County Legal Department Approval:

Approved as to form and legal
sufficiency.

By/Title: _____

Date: 9/26/13

Attest: Pam Childers
Clerk of the Circuit Court

By: _____

Doris Harris
Deputy Clerk



STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

BCC Approved 10-03-2013

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project – Residential Construction Mitigation Program

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Residential Construction Mitigation Program

Catalog of State Financial Assistance number: 31.066

Amount of State Funding: \$150,000.00

ATTACHMENT "A"

SCOPE OF WORK AND BUDGET

The Escambia County (Recipient) will provide residential wind mitigation retrofit improvements as identified in RFP-DEM-13/14-007 on as many residential structures as possible during the period of performance of this Agreement and within the award amount. The Division of Emergency Management's (Division) Property Information Spreadsheet will be the controlling document that monitors expenditures for the approved wind mitigation properties. All residential structures shall be located in Escambia County and be approved by the Division. The Recipient will focus on a systemic approach that ties together all aspects of wind mitigation. Deviation from a systemic approach shall be approved by both the Recipient and the Division.

Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the wind mitigation retrofit projects approved under this RFP. Including subcontractor payments, reimbursement requests and accountability for all Division funds awarded.

Task 1: The Recipient will establish and utilize a selection process that identifies potential residential structures for wind mitigation improvements. Based on the established selection process, the Recipient will conduct a systemic, comprehensive wind mitigation inspection and analysis of all residential structures identified by the Recipient for wind mitigation retrofit improvements. The systemic approach includes but is not limited to the following considerations:

1. Installation of hurricane resistant windows, doors, skylights or shutters;
2. Strengthening of roof deck attachment, replacement of roof sheathing;
3. Installation of a secondary water barrier, replacement of roof covering;
4. Gable end reinforcement;
5. Installation of hurricane straps or clips; and
6. Anchoring of wall or columns to foundation.

The quantity of activities/services shall be based on the wind mitigation inspections and/or other findings. The Recipient will complete the initial Division's Property Information Spreadsheet (PIS). Recipient will provide all the requested information for each residential structure identified by the Recipient for possible wind mitigation retrofits, including color photographs. The electronic PIS will be provided to the Recipient by the Division and should not be altered in anyway.

Upon completion, submission and approval of Deliverable One (1) as identified below, the Division will conduct a Benefit Cost Analysis (BCA) on each of the residential structures submitted on the PIS to determine if the wind mitigation improvements are cost effective. Specific properties may be substituted or withdrawn to achieve an overall favorable BCA ratio of one (1) or greater as part of the agreement development. Additional structures may be added to the initial PIS in order to expend the full award amount. However, no additional structures may be added after April 15, 2014. No wind mitigation improvements shall be started prior to Division approval of the wind mitigation improvements.

Task 2: The Recipient will develop a Scope of Work (SOW) for each property approved by the Division. The SOW shall be based on all the wind mitigation retrofit measures identified on the Property Information Spreadsheet and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified; Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved residential structure.

Task 3: Recipient or its Subcontractors shall complete all wind mitigations retrofit measures as approved by the Division and identified on the Property Information Sheet. The minimum level of required service includes, but is not limited to the completion of all or some of the wind mitigation retrofit measures identified in Task 1 of the Agreement. All construction work shall be completed by a Qualified, Licensed,

Florida Contractor. Upon completion of the wind mitigation retrofit improvements, a post inspection must be performed by the Recipient and a licensed building official/inspector to ensure that all scope of work items are properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Task 4: During the course of the Fiscal Year the Recipient is required to submit multiple Request For Reimbursements (RFR). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and administrative expenses. In some cases, all the wind mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

The Division will conduct a final inspection of the completed projects submitted in conformance with Deliverable 3 shown below. Upon approval by the Division of the mitigation work, a Final Inspection Report will be submitted to the Division's Project Manager. Once the project has been approved the Recipient is required to submit a "Final Reimbursement Request" that complies with the documentation requirement as describe herein for Task 4.

Construction Expense: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. Recipient will ensure that the Contractor's Invoice clearly identifies each wind mitigation item installed.

Administrative Expenses: The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

DELIVERABLES:

Deliverable 1: Based on the work described in Task 1, the Recipient shall submit, in an electronic format the completed Initial Property Information Spreadsheet (PIS). All the requested information identified by the PIS is required and shall be provided, including multiply color photographs. The color photographs may be sent by email, one structure per email. The RCMP Project Number and property owner name must be in the subject line of the email. The Division will calculate the Benefit Cost Analysis Ratio based on the mitigation retrofits improvements and cost estimates provided by the Recipient. Approval of individual properties will be based on a combined BCA ratio.

Due Date: Initial PIS is due within fourteen (14) days of the final contract execution date.
Recipient requested addition or deletion of properties is due by April 15, 2014.

Deliverable 2: Based on the work described in Task 2, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- A. Recipient Name and RCMP Project Number;
- B. Date of Report;
- C. Property Owner's Name;
- D. Selected Contractor's Name and date of Contractor selection for each wind mitigation measure; and
- E. Florida Product Approval Code for each wind mitigation product to be installed.

Due Date: Within fourteen days of Contractor selection.

Deliverable 3: Based on the work described in Task 3, the Recipient shall provide a Final Close-Out Package CD to include the following:

- A. Request For Final Inspection on agency/company letter head identifying the RCMP Project number, contract number and must include the following statements:
 - 1. The project is 100% complete;
 - 2. Scope of Work for each residential structure has been completed;
 - 3. All relevant building Codes and Standards have been satisfied.
- B. CD or other digital media that contains electronic folders for each individual property. The folders must have pdf formatted documents for each of the following:
 - 1. Approved PIS;
 - 2. Scope of Work;
 - 3. Color Photographs documenting mitigation work (pre and post);
 - 4. Building Permit;
 - 5. Post Inspection Reports/Certificates of Completion for each Residential Structure;
 - 6. Florida Approved Product Code, Notice of Acceptance/Product Approvals; and
 - 7. Lien Waivers.
- C. An Electronic Spreadsheet to include;
 - 1. Homeowner's Name;
 - 2. Homeowner's Address;
 - 3. Pre and Post Inspection Dates;
 - 4. Retrofit Measures Completed;
 - 5. Retrofit Cost;
 - 6. Homeowner's Insurance Company and Policy Number (When Available).

Due Date: On or before May 15, 2014

Deliverable 4: Based on the work described in Task 4, the Recipient shall provide a Request For Reimbursement Package that includes the following information:

- A. Recipient's Invoice, to include;
 - 1. Start Date of Work Period (start of invoice period);
 - 2. End Date of Work Period (end of invoice period);
 - 3. Description of Work Performed;
 - 4. Payment amount requested for reimbursement;
- B. Request for Reimbursement; (Attachment C)
 - 1. Signed and dated Summary Page with relevant Detail Pages;
 - 2. Sub-Contractor's Invoice:
 - a. Sub-Contractor Name;
 - b. Property owner name and address;
 - c. Date work performed;

- d. Exact mitigation measure completed;
- e. Amount requested for each mitigation measure,
- 3. Copies of Canceled Checks or Electronic Funds Payment Verification;
- 4. Quarterly Report;
- 5. Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. The quarterly submission is due 10 days after the close of the quarter. The “**Final Reimbursement Request**” is due July 15, 2014.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division may take one or more of the following actions, as appropriate in the circumstances:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- 2. Disallow all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the current award for the recipient;
- 4. Withhold further awards for the program; or
- 5. Take other remedies that may be legally available.

BUDGET: The Budget is designed to account for RCMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of RCMP funds requested and provide supporting documentation.

Escambia County – RCMP 2014-002

	RFP-DEM 12/13-022
EXPENDITURE CATEGORIES	RCMP AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Administrative Expenses	\$7,500.00
Expenses	\$142,500.00
Totals	\$150,000.00

Notes:

1. Based on Notice of Intent To Award posted June 7, 2013 Division award is \$150,000.00
2. **Administrative Expenses** - Agency Administrative Cost – Recipient's direct costs for managing the project and other direct program office supplies and expenses. Five (5) percent of Division award.
3. **Expenses** - Construction Materials -Construction project material costs required to complete scope of work items as approved; Contract labor costs required to complete scope of work items.

Certified Wind/Home Inspector to gather all information, take pictures, and report structural data. Licensed Engineer and Construction Professional to perform structural analysis, estimate project costs, evaluate sub-contractor's bids, and project reporting, pull permits, award bids to sub-contractors, coordinate construction activities, and to conduct comprehensive final inspections. Permits and Recording Costs -required permitting and recording costs.

PROJECT TIMELINE:

No work shall be performed under this Agreement prior to the Agreement execution date and the issuance of a Notice To Proceed. The Recipient is required to complete the mitigation work prior to the Final Close Package due on **May 15, 2014**. Upon submission of the Final Close-Out Package, the Division will schedule on-site visits with the Recipient to inspect and confirm the mitigation work has been completed in compliance with this Agreement and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications. Any mitigation deficiencies identified by the Division during the final inspection must be corrected by **June 30, 2014**. A final invoice with complete documentation is due **July 15, 2014**. Missing or incomplete documentation submitted with the final reimbursement request may result in a partial reimbursement. The project file will closed on **August 15, 2014**.

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06) Compliance Requirements for Agreements	

Attachment C

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR REIMBURSEMENT OF
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM FUNDS

RECIPIENT NAME: Escambia County

ADDRESS: 221 Palafox Place, Suite 400

CITY, STATE, ZIP CODE: Pensacola, Florida 32502 Project Number: RCMP2014-002

PAYMENT No: _____

DEM Agreement No: 14RC-6V-01-27-01-XXX

SALARY AND BENEFIT	OTHER PERSONAL/ CONTRACTUAL SERVICES	ADMIN EXPENSES	EXPENSES	OPERATING CAPITAL OUTLAY	TOTAL CLAIM AMOUNT	DEM USE ONLY	
						APPROVED	COMMENTS

TOTAL CURRENT REQUEST \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT

APPROVED PROJECT TOTAL \$ _____

ADMINISTRATIVE COST \$ _____

APPROVED FOR PAYMENT \$ _____

GOVERNOR'S AUTHORIZED REPRESENTATIVE

DATE

Attachment C-1

DETAIL OF SALARY AND BENEFIT

Subgrantee:		Contract Number: 14RC-6V-01-27-01-XXX		Claim Number:
		Project Number: RCMP-2014-002		
Vendor	Description of Services Provided	Date Paid	Check Number	Amount
			Page Total	

Attachment C-2

DETAIL OF OTHER PERSONAL/CONTRACTUAL SERVICES

Subgrantee:		Contract Number: 14RC-6V-01-27-01-XXX	Claim Number:	
		Project Number: RCMP-2014-002		
Vendor	Description of Services Provided	Date Paid	Check Number	Amount
			Page Total	

Attachment C-3

DETAIL OF ADMINISTRATIVE EXPENSES

Subgrantee:		Contract Number: 14RC-6V-01-27-01-XXX Project Number: RCMP-2014-002		Claim Number:
Vendor	Description of Services Provided	Date Paid	Check Number	Amount
Page Total				

DETAIL OF EXPENSES

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Attachment C-5

DETAIL OF OPERATING CAPITAL OUTLAY

Subgrantee:		Contract Number: 14RC-6V-01-27-01-XXX Project Number: RCMP-2014-002		Claim Number:
Vendor	Description of Services Provided	Date Paid	Check Number	Amount
			Page Total	

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment E

**DIVISION OF EMERGENCY MANAGEMENT
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM**

QUARTERLY REPORT FORM

RECIPIENT: Escambia County

Project Number: RCMP2014-002

PROJECT LOCATION: 221 Palafox Place, Suite 400

DEM ID #: 14RC-6V-01-27-01-XXX

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$_____

Provide reimbursement projections for this project:

July-Sep, 20__ \$_____ Oct-Dec, 20__ \$_____ Jan-Mar, 20__ \$_____ Apr-June, 20__ \$_____

July-Sep, 20__ \$_____ Oct-Dec, 20__ \$_____ Jan-Mar, 20__ \$_____ Apr-June, 20__ \$_____

Percentage of Work Completed (may be confirmed by state inspectors): _____%

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

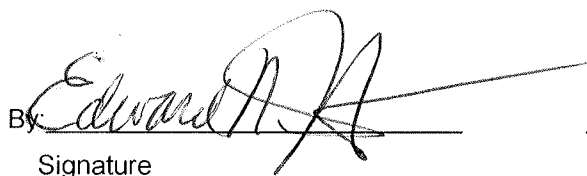
**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, Escambia County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

REBUILD Northwest Florida, Inc.

BY 
Signature

Escambia County

Recipient's Name

Edward Neil Jernigan, Jr., GLC

Name and Title

14RC-6V-01-27-01-XXX

DEM Contract Number

150 W. Maxwell Street

Street Address

RCMP2014-002

Project Number

Pensacola, FL 32501

City, State, Zip

FUNDING AGREEMENT

Between
Rebuild Northwest Florida, Inc.
And
Escambia County, Florida
For
Residential Construction Mitigation Program (RCMP)

This Funding Agreement, dated **November 7, 2013**, is made between **Escambia County, Florida**, a unit of general local government (hereinafter "County") FED ID #596000598, and **Rebuild Northwest Florida, Inc.**, a Florida non-profit corporation (hereinafter "Provider") FED ID #201920020, and.

The Agreement managers are the following:

For the County:

Randy Wilkerson
Executive Director, NEFI
(for Escambia County)
P.O. Box 18178
Pensacola, FL 32523
Randy_Wilkerson@co.escambia.fl.us

For Rebuild

Sandi Woodbery
COO, Rebuild
150 West Maxwell Street
Pensacola, Florida 32501
SWoodbery@rebuildnwf.org

Funding Consideration:

In exchange for a subgrant to Provider in the maximum sum of **One Hundred Fifty Thousand Dollars (\$150,000.00) in Residential Construction Mitigation Program funds as provided to Escambia County by the State of Florida, Division of Emergency Management (hereinafter "FDEM")**, the Provider will implement a program that fully complies individually and collectively with all provisions of the following: (a) the governing policies and procedures established in the Local Government Grant agreement between Escambia County and FDEM attached hereto as Exhibit A; and (b) this Agreement.

Term of Agreement:

This Agreement shall begin on **November 7, 2013**, and shall end on **August 15, 2014**, **unless otherwise extended or terminated as provided herein**. Provider shall not submit expenses for reimbursement that pre-date the beginning date of this agreement, unless expressly authorized to do so by written authorization of FDEM and County.

County and Provider Responsibilities:

With input of FDEM, the County has agreed that the Provider will administer the Residential Construction Mitigation Program Grant funds received by the County via subgrant, and the Provider has agreed to assume the responsibility for administration of said funds to strengthen and fortify Florida's most vulnerable homes against the effects of windstorm damage through the mitigation service delivery activities and procedures in this Agreement.

It is agreed by the County and Provider that the Provider will conduct the business of the Residential Construction Mitigation Program Grant in accordance with the provisions agreed to and provided under this subgrant Agreement and the complimenting Grant agreement between the County and FDEM. The Agreement also provides an understanding between the County and the Provider of the obligations incumbent on each party in discharging their fiduciary responsibility for the Residential Construction Mitigation Program Grant and for each other.

Components of the Agreement:

This Agreement incorporates the following:

- Terms of the Agreement as provided below
- Exhibit A – Complete copy of the governing Residential Construction Mitigation Program Grant agreement between County and FDEM.

TERMS OF THE AGREEMENT

The parties agree to all the conditions, obligations and duties imposed by applicable federal, state and local legal requirements, and the following:

1. **Allowable Expenses**

- A. Allowable expenses shall be made in accordance with rules and regulations promulgated by the County or FDEM; and this Agreement. Expenses must qualify as allowable under the provisions of the Grant agreement between County and FDEM incorporated as Exhibit A and funding from this grant must not duplicate or supplant monies from other funding sources normally used to cover said expenses.

2. **Obligations of Provider** .The Provider shall conform to the following with respect to implementation of project activities under this Agreement:

- A. Administer funds according to and in compliance with Exhibit A. Provider shall restrict the use of the local Government Grant funds to the project activities as detailed in Exhibit A for eligible costs and expenses incurred in mitigating households located in Escambia County, Florida against disaster.
- B. Establish or maintain accounting methods, financial controls, client intake and tracking systems adequate to fully and completely document the proper use expenditure of all funds subgranted to Provider by County via this Agreement.

- C. Provide complete and detailed reports relating to expenditure of the Local Government Grant funds in the manner and form required by the Grant agreement between County and FDEM as incorporated in Exhibit A, and any supplemental or clarifying reports as may be requested by County or FDEM in relation to this implementation or completion of this Agreement.
- D. Provider's Performance and Progress will be monitored in accordance with terms, conditions and requirements of the FDEM Grant agreement between County and FDEM with regard to: deliverables stipulated in Exhibit A; compliance with FDEM and County reporting requirements; financial compliance; and monthly progress beginning on the effective date of this Agreement through June 30, 2014.
- E. Complete reports to the satisfaction of the County and FDEM. Payments by County are contingent on adherence to reporting requirements. Progress and financial reports are due at least quarterly by the 15th of the month following the end of the quarter. The following quarterly schedule shall prevail regardless of the term of their agreement:
 - July 1 through September 30 – Report is due no later than October 15
 - October 1 through December 31 – Report is due no later than January 15
 - January 1 through March 31 – Report is due no later than April 15
 - April 1 through June 30 – Report is due no later than July 15
- F. In the event a project is extended by the County beyond its original termination date, the same quarterly reporting system will be followed.
- G. The final close-out package is due May 15, 2014. This report shall be clearly marked as the "Final Close-Out Package". The County will issue final payment once all reports and documentation required by County and FDEM is submitted. Failure to properly finalize and close this subgrant shall subject Provider to sanction by the County with regard to future funding opportunities.
- H. Provider shall upon request by the County and/or the FDEM, and within a reasonable time period, allow the County, its agents or representatives, and/or FDEM to inspect all records received or created pursuant to this Agreement inclusive of but not limited to: supporting documentation regarding eligibility, quality and quantity of mitigation work performed, documentation for all reports, and expenditure documentation, including receipts, canceled checks, payroll, bank statements, basis for disbursements and invoices, and any other documents as may be required specifically in relation to the Provider's performance under this Agreement.
- I. In the event of an overpayment of funds or payment for expenses determined to be ineligible under this Agreement, Provider shall, upon written notification by County and/or FDEM, reimburse the County and/or FDEM for the full amount within 15 days of said notification, unless the County elects to deduct the questioned amount from a subsequent reimbursement from the Provider. The County reserves the right to demand immediate repayment if required due to extenuating circumstances. Provider shall be solely responsible and liable for any repayment of grant funds as may be required by County, FDEM or independent auditors in relation to Provider's administration or management of the Local Government Grant provided hereunder.

- J. Maintain and retain accurate records for at least five (5) years following the Date of Expiration of this Agreement, or deliver such records to the County for retention should the Provider cease operations. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five-year period, whichever is later.
- K. In publicizing, advertising, or describing the sponsorship of a program, funded wholly or in part by this subgrant, the statement should read, "Sponsored by the Provider, Escambia County, and the State of Florida." If the sponsorship reference is in written material, the words "Escambia County" and "State of Florida" shall appear in the same size letter or type as the name of the Provider. Provider can choose to use the County Official Seal or the words "Escambia County" as deemed most appropriate for the application.

3. **Obligations of the County.** The County shall conform to the following with respect to implementation of project activities under this Agreement:

- A. Provide a format for all required reports, and assist the Provider in completing reports satisfactory to the County and FDEM. Reports shall generally conform to the samples prescribed by FDEM as included in Exhibit A.
- B. Reports are due from Provider to County according to the schedule under Section 2E. County shall review said reports upon receipt and subsequently submit the reports to FDEM in accordance with the applicable reporting schedule stipulated in the complimenting agreement between the County and FDEM.
- C. Payments will be made on a cost-reimbursement basis providing the request is accompanied by the required reporting templates with backup documentation, and is in accordance with Exhibit A. All payments shall be processed and paid to the Provider within fifteen (15) days of the date of receipt of the properly documented payment request by the Escambia County Clerk of the Circuit Court/Finance Division. Monthly payments to the Provider are contingent upon the availability of State funds as provided to the County by FDEM. If in the event State funds are not available, payments to the Provider will be held pending receipt of State Funds.
- D. In the event funds paid under this Agreement are determined to have been used for unallowable expenses by the Provider, including but not limited to, duplication of benefits, the County shall withhold the amount in question from future reimbursements, if available. If said unallowable expenses are discovered after subgrant closeout or final payment, Provider shall repay the questioned funds to the County or FDEM as stipulated in Section 2H above.

4. **Independent Contractor Relationship.**

- A. Each party, its employees and contractors are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and

payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employment benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective people.

- B. The Parties agree that the Provider will act in the capacity of an independent contractor in performance of this Agreement, and not as an officer, employee, or agent of the County or its agents. Each Party shall be solely responsible for the wrongful acts of its own employees and agents and shall hold the other Party harmless against all claims of whatever nature arising out of such wrongful acts of employees and agents to the extent allowed and required by law. The County, or its agents, shall not assume any liability for the acts, omissions to act or negligence of the Provider, its agents, servants or employees, nor shall the Provider assume any liability for the acts, omissions to act or negligence of the County, or its agents.

5. **Insurance Required**

- A. During the tenure of this agreement, the Provider shall maintain insurance of the types and to the limits specified herein. Further, any building or repair contractors or subcontractors utilized by the Provider in carrying out the tenets of this Agreement shall be fully licensed and insured at minimum statutory levels required for the performance of the type and quantity of work contracted by the Provider. The term County as used in this section of the Agreement is defined to mean Escambia County, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the County. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:
- a. **Workers' Compensation** - Worker's Compensation Insurance shall be purchased and maintained by the Provider for all Workers' Compensation obligations as required under Florida law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person-accident, **\$100,000** each person-disease, **\$500,000** aggregate-disease.
 - b. **Commercial General, Automobile and Umbrella Liability Coverages** - The Provider 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 shall be an Additional Insured 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 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. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided at all times, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.
 - c. **Commercial General Liability** coverage must be provided, including bodily injury and property damage liability for premises, operations and independent contractors. Personal Injury coverage must also be provided. The coverage shall be written on occurrence-type basis.

- d. Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned automobiles, non-owned and hired automobiles.
 - e. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. The coverage shall be written on an occurrence-type basis.
- B. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. Escambia County, and NEFI shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Provider 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, the Provider shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations. The "Certificate Holder" addresses should read:

Escambia County
Office of Risk Management
P.O. Box 1591, Pensacola, FL 32597

- C. The Provider required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Provider's coverage. The Provider's policies of coverage will be considered primary as related to all provisions of the Agreement.
- D. The Provider agrees to pay on behalf of the County, as well as provide a legal defense for the County, all of which will be done only if and when requested by the County, for all claims as described in paragraph A of this section. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.
- E. Provider and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Provider agrees to indemnify and hold harmless the County, and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents, from and against any and all liability, claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss or use thereof, resulting from the negligence of the Provider, 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 performance of this Agreement.

5. **Termination of Agreement.**

- A. *Termination.*** This Agreement shall terminate upon expiration of the Term as described on Page 1. In addition to other relief, either party, upon giving written notice to the other party, may terminate this Agreement in good faith:
- a. upon thirty (30) day notice to either party
 - b. if the other party breaches any material provision hereof and fails after receipt of notice of default to correct such default within thirty (30) days or such other applicable cure period as set forth in this Agreement;
 - c. if the other party makes an assignment of substantially all of its assets for the benefit of its creditors, a receiver is appointed to take possession of substantially all of such party's assets, or a petition in Bankruptcy is filed with respect to the party and is not dismissed within sixty (60) days;
 - d. at any time in the event the other party ceases operations of substantially its entire business in the ordinary course;
 - e. if the other party becomes insolvent and such insolvency results in a material adverse effect on the insolvent party's ability to perform its obligations under this Agreement; or
 - f. if the other party cannot perform its obligations under this Agreement after 45 days from a force majeure event as set forth in Section 13.
- B. *County Termination.*** In addition to other relief, the County, upon giving written notice to the Provider, may terminate this Agreement in good faith if any of the services or deliverables are the subject of third-party, intellectual property infringement claims, and because of the resolution of such claims, there is a material reduction in the deliverables' or services' performance or functionality.
- C. *Extension Caused by Delay.*** Notwithstanding anything herein to the contrary, in the event the County's delay or non-performance of any obligation under this Agreement directly causes a delay in the Provider's performance of its obligations hereunder which relies on the County's timely cooperation and performance, the period of time for the Provider's performance may be extended proportionately upon written agreement by both parties and subject to concurrent approval by FDEM. Extensions shall not be granted without specific prior written approval of FDEM.
- D. *Obligations Upon Expiration or Termination.*** The provisions herein do not limit any right of the County or of the Provider to remedies at law or to damages.

6. **Amendments**

Amendments and modifications to the scope of Services or terms of this Agreement shall be made only in writing executed by authorized representatives of both parties ("Amendments"). Duly executed Amendments shall become part of this Agreement.

7. **Indemnification**

- A.** The Provider will defend, indemnify, and hold the County harmless from and against all third party claims, damages, losses and expenses, and the Provider will pay all costs and attorneys' fees attributable to claims that are incurred by the County, including court costs and reasonable attorneys' fees and expenses of attorneys, expert witnesses, and other professionals, arising out of or resulting from: (a) any action by a third party against

the County to the extent any claim that any services performed and/or delivered under this Agreement, or their results, (i) infringe upon a United States based intellectual property right, and/or (ii) violate a United States based trade secret of such third party.

- B. The Provider shall indemnify and hold the County harmless from third party claims, actions and damages based on bodily injury, death and tangible property damage resulting from the acts or omissions of its officers, agents, employees or representatives acting within the scope of their work, and the Provider will pay all costs and attorneys' fees attributable to claims that are incurred by the County, including court costs and reasonable attorneys' fees and expenses of attorneys, expert witnesses, and other professionals, arising out of resulting from such third party claim.

8. Notices

- A. Any notice, demand, request or other communication shall be effective only in writing and when it is received by the Agreement Manager at the address provided on the first page.
- B. In the event that a different Agreement Manager is designated by either Party after execution of this Agreement, notice of the name, address and telephone number of the new Agreement Manager shall be delivered in writing to the other Party and said notification shall be attached to originals of this Agreement.

9. Duty to Notify of Governmental/Regulatory Notices

Each Party shall promptly notify the other of any and all notices, written or oral, received from any federal, state or local government or other regulatory body related to the administration of the Local Government Grant funds.

10. Restriction Against Assignment

No part of this Agreement shall be assigned, subcontracted or delegated by either Party to a third party without the prior written consent of the other Party. Any assignment in violation of this Section 11 shall be null and void. This Agreement shall inure to the benefit of and be binding upon each of the party's permitted successors and assigns.

11. Entire Agreement

This instrument, including Exhibit A constitutes the entire Agreement of the Parties relating to the matters set forth herein. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communication, representation, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by the Parties. In the event of any ambiguity with an Amendment pursuant to Section 6, the provisions of this Agreement shall govern and take precedence over the Amendment.

12. Force Majeure

- A. *Force Majeure Events.* Neither party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the party's reasonable control, including without limitation, any acts of

God, war, terrorism, floods, windstorm, labor disputes, or unforeseeable delay of essential materials or services.

- B. *Extension of Performance.*** In the event of non-performance or a delay of performance of obligations under this Agreement is due to a force majeure, the period of performance shall be extended by the delay due to such events of force majeure and any additional time that the parties may mutually agree is necessary for the remobilization of people and equipment. However, the party not affected by the force majeure shall have the right to terminate this Agreement without penalty if the party affected by the force majeure event is unable to resume full performance within forty five (45) days of occurrence of the event, subject to Section 9 ("Notices").

13. Understanding of Terms

- A.** *This Agreement is executed and entered into in the State of Florida, County of Escambia and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.*
- B.** *It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with 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.*
- C.** *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.*
- D.** *All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties identified on Page I.*
- E.** *Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.*

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk
(S E A L)

ESCAMBIA COUNTY, a political Subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

BCC Approved: November 7, 2013

Escambia County Legal Department Approval:

Approved as to form and legal
sufficiency.

By/Title: Kathleen ACA
Date: 10/15/13

**REBUILD NORTHWEST FLORIDA, INC.,
a not for profit corporation chartered in the
State of Florida**

WITNESSED:

By: _____
Sandra C. Woodbery, COO

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Sandra C. Woodbery, COO of Rebuild Northwest Florida, Inc., a not for profit corporation, who did not take an oath and who:

____ is/are personally known to me.
____ produced current Florida driver's license as identification.
____ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

**RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM GRANT
AGREEMENT
BETWEEN ESCAMBIA COUNTY
AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Contract Number: 14RC-6V-01-27-01-XXX

Project Number: RCMP2014-002

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these funds from the State of Florida, General Appropriations Act of 2013-2014, for the purposes set forth in Section 215.559, Fla. Stat., and has the authority to grant these funds to the Recipient upon the terms and conditions below.

C. The Division has statutory authority to disburse funds under this agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work (Attachment A to this Agreement).

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end June 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Florida Division of Emergency Management at the following address:
Florida Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Florida Auditor General's Office at the following address:

Florida Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Division pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (CPA) licensed under Chapter 473, Fla. Stat. The (CPA) shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or

may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment E.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Mr. Howard Douglas
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 413-9817
Email: howard.Douglas@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Ms. Randy Wilkerson
Executive Director NEFI
221 Palafox Place East, Suite 400
Pensacola, Florida 32502
Telephone: (850) 458-0466
Fax: N/A
Email: wrwilker@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Request for Reimbursement

Attachment C-1 – Detail of Salary and Benefit

Attachment C-2 - Detail of Other Personal/Contractual Services

Attachment C-3 – Detail of Administrative Expenses

Attachment C-4 – Detail of Expenses
Attachment C-5 – Detail of Operating Capital Outlay
Attachment D – Justification of Advance Payment
Attachment E – Quarterly Report Form
Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$150,000.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of the "Florida Division of Emergency Management", and mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

ESCAMBIA COUNTY

By: _____

Name and title: Gene M. Valentino, Chairman

Date: October 3, 2013

FID#: 59-6000598

Escambia County Legal Department Approval:

Approved as to form and legal
sufficiency.

By/Title: _____

Date: 9/26/13

Attest: Pam Childers
Clerk of the Circuit Court

By: _____

Deputy Clerk



STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

BCC Approved 10-03-2013

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project – Residential Construction Mitigation Program

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Residential Construction Mitigation Program

Catalog of State Financial Assistance number: 31.066

Amount of State Funding: \$150,000.00

ATTACHMENT "A"

SCOPE OF WORK AND BUDGET

The Escambia County (Recipient) will provide residential wind mitigation retrofit improvements as identified in RFP-DEM-13/14-007 on as many residential structures as possible during the period of performance of this Agreement and within the award amount. The Division of Emergency Management's (Division) Property Information Spreadsheet will be the controlling document that monitors expenditures for the approved wind mitigation properties. All residential structures shall be located in Escambia County and be approved by the Division. The Recipient will focus on a systemic approach that ties together all aspects of wind mitigation. Deviation from a systemic approach shall be approved by both the Recipient and the Division.

Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the wind mitigation retrofit projects approved under this RFP. Including subcontractor payments, reimbursement requests and accountability for all Division funds awarded.

Task 1: The Recipient will establish and utilize a selection process that identifies potential residential structures for wind mitigation improvements. Based on the established selection process, the Recipient will conduct a systemic, comprehensive wind mitigation inspection and analysis of all residential structures identified by the Recipient for wind mitigation retrofit improvements. The systemic approach includes but is not limited to the following considerations:

1. Installation of hurricane resistant windows, doors, skylights or shutters;
2. Strengthening of roof deck attachment, replacement of roof sheathing;
3. Installation of a secondary water barrier, replacement of roof covering;
4. Gable end reinforcement;
5. Installation of hurricane straps or clips; and
6. Anchoring of wall or columns to foundation.

The quantity of activities/services shall be based on the wind mitigation inspections and/or other findings. The Recipient will complete the initial Division's Property Information Spreadsheet (PIS). Recipient will provide all the requested information for each residential structure identified by the Recipient for possible wind mitigation retrofits, including color photographs. The electronic PIS will be provided to the Recipient by the Division and should not be altered in anyway.

Upon completion, submission and approval of Deliverable One (1) as identified below, the Division will conduct a Benefit Cost Analysis (BCA) on each of the residential structures submitted on the PIS to determine if the wind mitigation improvements are cost effective. Specific properties may be substituted or withdrawn to achieve an overall favorable BCA ratio of one (1) or greater as part of the agreement development. Additional structures may be added to the initial PIS in order to expend the full award amount. However, no additional structures may be added after April 15, 2014. No wind mitigation improvements shall be started prior to Division approval of the wind mitigation improvements.

Task 2: The Recipient will develop a Scope of Work (SOW) for each property approved by the Division. The SOW shall be based on all the wind mitigation retrofit measures identified on the Property Information Spreadsheet and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified; Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved residential structure.

Task 3: Recipient or its Subcontractors shall complete all wind mitigations retrofit measures as approved by the Division and identified on the Property Information Sheet. The minimum level of required service includes, but is not limited to the completion of all or some of the wind mitigation retrofit measures identified in Task 1 of the Agreement. All construction work shall be completed by a Qualified, Licensed,

Florida Contractor. Upon completion of the wind mitigation retrofit improvements, a post inspection must be performed by the Recipient and a licensed building official/inspector to ensure that all scope of work items are properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Task 4: During the course of the Fiscal Year the Recipient is required to submit multiple Request For Reimbursements (RFR). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and administrative expenses. In some cases, all the wind mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

The Division will conduct a final inspection of the completed projects submitted in conformance with Deliverable 3 shown below. Upon approval by the Division of the mitigation work, a Final Inspection Report will be submitted to the Division's Project Manager. Once the project has been approved the Recipient is required to submit a "Final Reimbursement Request" that complies with the documentation requirement as describe herein for Task 4.

Construction Expense: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. Recipient will ensure that the Contractor's Invoice clearly identifies each wind mitigation item installed.

Administrative Expenses: The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

DELIVERABLES:

Deliverable 1: Based on the work described in Task 1, the Recipient shall submit, in an electronic format the completed Initial Property Information Spreadsheet (PIS). All the requested information identified by the PIS is required and shall be provided, including multiply color photographs. The color photographs may be sent by email, one structure per email. The RCMP Project Number and property owner name must be in the subject line of the email. The Division will calculate the Benefit Cost Analysis Ratio based on the mitigation retrofits improvements and cost estimates provided by the Recipient. Approval of individual properties will be based on a combined BCA ratio.

Due Date: Initial PIS is due within fourteen (14) days of the final contract execution date.
Recipient requested addition or deletion of properties is due by April 15, 2014.

Deliverable 2: Based on the work described in Task 2, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- A. Recipient Name and RCMP Project Number;
- B. Date of Report;
- C. Property Owner's Name;
- D. Selected Contractor's Name and date of Contractor selection for each wind mitigation measure; and
- E. Florida Product Approval Code for each wind mitigation product to be installed.

Due Date: Within fourteen days of Contractor selection.

Deliverable 3: Based on the work described in Task 3, the Recipient shall provide a Final Close-Out Package CD to include the following:

- A. Request For Final Inspection on agency/company letter head identifying the RCMP Project number, contract number and must include the following statements:
 - 1. The project is 100% complete;
 - 2. Scope of Work for each residential structure has been completed;
 - 3. All relevant building Codes and Standards have been satisfied.
- B. CD or other digital media that contains electronic folders for each individual property. The folders must have pdf formatted documents for each of the following:
 - 1. Approved PIS;
 - 2. Scope of Work;
 - 3. Color Photographs documenting mitigation work (pre and post);
 - 4. Building Permit;
 - 5. Post Inspection Reports/Certificates of Completion for each Residential Structure;
 - 6. Florida Approved Product Code, Notice of Acceptance/Product Approvals; and
 - 7. Lien Waivers.
- C. An Electronic Spreadsheet to include;
 - 1. Homeowner's Name;
 - 2. Homeowner's Address;
 - 3. Pre and Post Inspection Dates;
 - 4. Retrofit Measures Completed;
 - 5. Retrofit Cost;
 - 6. Homeowner's Insurance Company and Policy Number (When Available).

Due Date: On or before May 15, 2014

Deliverable 4: Based on the work described in Task 4, the Recipient shall provide a Request For Reimbursement Package that includes the following information:

- A. Recipient's Invoice, to include;
 - 1. Start Date of Work Period (start of invoice period);
 - 2. End Date of Work Period (end of invoice period);
 - 3. Description of Work Performed;
 - 4. Payment amount requested for reimbursement;
- B. Request for Reimbursement; (Attachment C)
 - 1. Signed and dated Summary Page with relevant Detail Pages;
 - 2. Sub-Contractor's Invoice:
 - a. Sub-Contractor Name;
 - b. Property owner name and address;
 - c. Date work performed;

- d. Exact mitigation measure completed;
- e. Amount requested for each mitigation measure,
- 3. Copies of Canceled Checks or Electronic Funds Payment Verification;
- 4. Quarterly Report;
- 5. Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. The quarterly submission is due 10 days after the close of the quarter. The “**Final Reimbursement Request**” is due July 15, 2014.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division may take one or more of the following actions, as appropriate in the circumstances:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- 2. Disallow all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the current award for the recipient;
- 4. Withhold further awards for the program; or
- 5. Take other remedies that may be legally available.

BUDGET: The Budget is designed to account for RCMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of RCMP funds requested and provide supporting documentation.

Escambia County – RCMP 2014-002

	RFP-DEM 12/13-022
EXPENDITURE CATEGORIES	RCMP AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Administrative Expenses	\$7,500.00
Expenses	\$142,500.00
Totals	\$150,000.00

Notes:

1. Based on Notice of Intent To Award posted June 7, 2013 Division award is \$150,000.00
2. **Administrative Expenses** - Agency Administrative Cost – Recipient's direct costs for managing the project and other direct program office supplies and expenses. Five (5) percent of Division award.
3. **Expenses** - Construction Materials -Construction project material costs required to complete scope of work items as approved; Contract labor costs required to complete scope of work items.

Certified Wind/Home Inspector to gather all information, take pictures, and report structural data. Licensed Engineer and Construction Professional to perform structural analysis, estimate project costs, evaluate sub-contractor's bids, and project reporting, pull permits, award bids to sub-contractors, coordinate construction activities, and to conduct comprehensive final inspections. Permits and Recording Costs -required permitting and recording costs.

PROJECT TIMELINE:

No work shall be performed under this Agreement prior to the Agreement execution date and the issuance of a Notice To Proceed. The Recipient is required to complete the mitigation work prior to the Final Close Package due on **May 15, 2014**. Upon submission of the Final Close-Out Package, the Division will schedule on-site visits with the Recipient to inspect and confirm the mitigation work has been completed in compliance with this Agreement and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications. Any mitigation deficiencies identified by the Division during the final inspection must be corrected by **June 30, 2014**. A final invoice with complete documentation is due **July 15, 2014**. Missing or incomplete documentation submitted with the final reimbursement request may result in a partial reimbursement. The project file will closed on **August 15, 2014**.

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06) Compliance Requirements for Agreements	

Attachment C

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR REIMBURSEMENT OF
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM FUNDS

RECIPIENT NAME: Escambia County

ADDRESS: 221 Palafox Place, Suite 400

CITY, STATE, ZIP CODE: Pensacola, Florida 32502 Project Number: RCMP2014-002

PAYMENT No: _____

DEM Agreement No: 14RC-6V-01-27-01-XXX

SALARY AND BENEFIT	OTHER PERSONAL/ CONTRACTUAL SERVICES	ADMIN EXPENSES	EXPENSES	OPERATING CAPITAL OUTLAY	TOTAL CLAIM AMOUNT	DEM USE ONLY	
						APPROVED	COMMENTS

TOTAL CURRENT REQUEST \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT

APPROVED PROJECT TOTAL \$ _____

ADMINISTRATIVE COST \$ _____

APPROVED FOR PAYMENT \$ _____

GOVERNOR'S AUTHORIZED REPRESENTATIVE

DATE

Attachment C-1

DETAIL OF SALARY AND BENEFIT

Subgrantee:		Contract Number: 14RC-6V-01-27-01-XXX Project Number: RCMP-2014-002		Claim Number:
Vendor	Description of Services Provided	Date Paid	Check Number	Amount
			Page Total	

Attachment C-2

DETAIL OF OTHER PERSONAL/CONTRACTUAL SERVICES

[illegible]

Attachment C-3

DETAIL OF ADMINISTRATIVE EXPENSES

Subgrantee:		Contract Number: 14RC-6V-01-27-01-XXX Project Number: RCMP-2014-002		Claim Number:
Vendor	Description of Services Provided	Date Paid	Check Number	Amount
			Page Total	

DETAIL OF EXPENSES

26

Attachment C-5

DETAIL OF OPERATING CAPITAL OUTLAY

Subgrantee:		Contract Number: 14RC-6V-01-27-01-XXX		Claim Number:
		Project Number: RCMP-2014-002		
Vendor	Description of Services Provided	Date Paid	Check Number	Amount
			Page Total	

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment E

**DIVISION OF EMERGENCY MANAGEMENT
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM**

QUARTERLY REPORT FORM

RECIPIENT: Escambia County

Project Number: RCMP2014-002

PROJECT LOCATION: 221 Palafox Place, Suite 400

DEM ID #: 14RC-6V-01-27-01-XXX

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$_____

Provide reimbursement projections for this project:

July-Sep, 20__ \$_____ Oct-Dec, 20__ \$_____ Jan-Mar, 20__ \$_____ Apr-June, 20__ \$_____

July-Sep, 20__ \$_____ Oct-Dec, 20__ \$_____ Jan-Mar, 20__ \$_____ Apr-June, 20__ \$_____

Percentage of Work Completed (may be confirmed by state inspectors): _____%

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

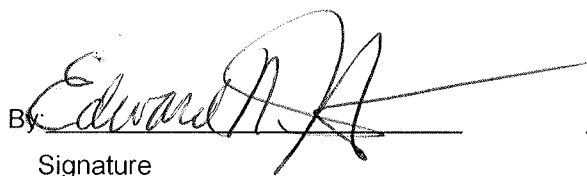
**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, Escambia County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

REBUILD Northwest Florida, Inc.

By 
Signature

Escambia County

Recipient's Name

Edward Neil Jernigan, Jr., GLC

Name and Title

14RC-6V-01-27-01-XXX

DEM Contract Number

150 W. Maxwell Street

Street Address

RCMP2014-002

Project Number

Pensacola, FL 32501

City, State, Zip



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5168

County Administrator's Report 11. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Conveyance of Real Property located at 2615 North 6th Avenue to AMR at Pensacola, Inc.

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Real Property Located at 2615 North 6th Avenue to AMR at Pensacola, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the conveyance of real property located at 2615 North 6th Avenue:

A. Rescind the (*following*) Board's action of September 6, 2012, concerning the conveyance of real property to AMR at Pensacola, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

1. Declaring surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

2. Adopting the new Resolution (R2012-124) authorizing the conveyance of this property to AMR at Pensacola, Inc., using Escambia County's Surplus Property Disposition for Affordable Housing Development Program;

3. Approving the sale price of \$1.00, plus closing costs, for the 2615 North 6th Avenue property; and

4. Authorizing the Chairman to execute the Resolution and all documents related to the sale; and

B. Acknowledge that Pensacola Habitat for Humanity, Inc. (Habitat) has agreed to purchase the property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094, and a Recommendation to sell the subject property to Habitat, as allowed under Escambia County's Surplus Property Disposition for Affordable Housing Development Program, will be submitted for approval at a future Board Meeting.

BACKGROUND:

On September 15, 2011, the Board approved acquisition of the subject property at 2615 North 6th Avenue through tax deed sale in order to utilize the property for affordable housing. The prior owner was under contract with the County to build a single-family residence and sell to an income eligible buyer. However, the developer abandoned the project, not maintaining the property or paying property taxes. The title to the property is also clouded to the extent that a quiet title suit will be required to provide marketable title. The parcel requires completion of construction in order to sell the home to an affordable buyer under the State Housing Initiatives Partnership (SHIP) Program guidelines. Subsequently, on September 6, 2013, the Board approved a recommendation allowing conveyance of the subject property to AMR at Pensacola, Inc. (AMR) for use in its affordable housing program as provided through the Surplus Property Disposition for Affordable Housing Development Program (see **Exhibit I** for resume). After diligent efforts to move forward, AMR has not closed. This recommendation effectively rescinds the earlier Board approval authorizing conveyance of the property to AMR.

The County does not have a need for this property, however Pensacola Habitat for Humanity, Inc. is interested in acquiring the property for its use in meeting affordable housing needs in compliance with the SHIP Program requirements. Habitat will take the necessary actions to address the title issues and will complete construction of the currently vacant home. A separate recommendation has been submitted that facilitates conveyance of the property to Habitat.

BUDGETARY IMPACT:

Conveyance of the property to Habitat will ensure that the County remains compliant with Florida Housing Finance Corporation requirements associated with state funds expended on the property to date.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required to rescind prior action authorizing conveyance of the property to AMR.

IMPLEMENTATION/COORDINATION:

NEFI will work closely with all parties to ensure all program requirements are met.

Attachments

Exhibit I

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

6. Ratifying the Chairman's signature on the *Agreement Relating to Emergency Medical Services* with Five Flags Tourism Group, LLC, for the provision of emergency medical services by the Escambia County Emergency Medical Services Division for the duration of DeLuna Fest, September 21-23, 2012, for the total amount of \$19,500; the total amount shall be credited to Fund 408, Emergency Medical Service.

7. Taking the following action concerning the conveyance of real property located at 2615 North 6th Avenue:

- A. Rescinding the (*following*) Board's action of July 26, 2012, concerning the conveyance of real property to AMR at Pensacola, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program;

- (1) Declaring surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;
- (2) Adopting the Resolution (*R2012-107*) authorizing the conveyance of this property to AMR at Pensacola, Inc.;
- (3) Approving the sale price of \$1,257.90, plus closing costs, for the 2615 North 6th Avenue property; and
- (4) Authorizing the Chairman to execute the Resolution and all documents related to the sale;

- B. Declaring surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

- C. Adopting the new Resolution (*R2012-124*) authorizing the conveyance of this property to AMR at Pensacola, Inc., using Escambia County's Surplus Property Disposition for Affordable Housing Development Program;

(Continued on Page 18)

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

7. Continued...

D. Approving the sale price of \$1.00, plus closing costs, for the 2615 North 6th Avenue property; and

E. Authorizing the Chairman to execute the Resolution and all documents related to the sale.

8. Taking the following action concerning approval of the Fiscal Year 2012-2013 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #018773, for Mosquito Control (Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds):

A. Approving the annual Contractual Services Agreement, with an effective date of October 1, 2012, through September 30, 2013, in the amount of \$18,500; and

B. Authorizing the Chairman to sign the annual Contractual Services Agreement.

9. Approving payment by voucher to Gulf Coast Pro Dive, Inc., d/b/a Dive Pros, in the amount of \$473.45, to pay unpaid invoices #73122, dated May 14, 2010; #78814, dated May 19, 2011; #79768, dated June 16, 2011; and #80127, dated June 27, 2011, for goods and services purchased during Fiscal Years 2010 and 2011 (Funding Source: Fund 108, Tourist Promotion Fund, Cost Center 220805, 4th Cent Marine Recreation, Object Codes 54601 and 55201).



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5208

County Administrator's Report 11. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Approval of Amendment #1 to HUD Neighborhood Stabilization Program 3 Subrecipient Agreement with Area Housing Commission

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Amendment #1 to HUD Neighborhood Stabilization Program 3 Subrecipient Agreement with Area Housing Commission - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding Amendment #1 to the Escambia County Neighborhood Stabilization Program 3 (NSP3) Subrecipient Agreement with Area Housing Commission (AHC):

A. Approve Amendment #1 to the Subrecipient Agreement with AHC to incorporate additional Fund 124 and AHC funding of \$140,000 (increasing the total project funding from \$170,000 to \$310,000) 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 Amendment and all related documents required to implement the Project.

[Funding: Fund 129/NSP, Cost Center 220507, Fund 124/Housing, Cost Center 220406 & Area Housing Commission Funds]

BACKGROUND:

On August 20, 2012, the County entered a supplemental Neighborhood Stabilization Program 3 (NSP3) Agreement with Area Housing Commission (AHC) providing for the development of three rental units (actually a triplex containing 3 one bedroom units), including affiliated common and parking areas, at the Morris Court complex generally located at the intersection of West Godfrey and "K" Streets (see **Exhibit I** for location detail). Subsequently, competitive sealed bids were solicited via Escambia County Purchasing for construction of the improvements, resulting in a low bid of \$300,000. A total of 6 competitive bids were received in response to the solicitation. This Amendment increases the total funding for the project to \$310,000, based on the \$300,000 low bid plus a project contingency of \$10,000. AHC will provide \$70,000 toward the total cost, with the balance funded through NSP3 and Fund 124. Additionally, AHC is directly paying for the professional architectural services at a cost approaching \$13,000. When fully complete, the triplex will be owned and operated by AHC and must be utilized 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. Monthly rents cannot exceed the applicable limits promulgated by the U. S. Department of HUD on an annual basis.

BUDGETARY IMPACT:

NSP3 and Fund 124 funding of \$310,000 is currently available in the County's FY 2014 budget in Fund 129/Cost Center: 220507 and Fund 124/Cost Center 220406. AHC will provide \$70,000 to the County to reimburse Fund 124 for \$70,000 of the total project cost upon mutual approval of this Amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment has been reviewed and approved by Kristin Hual, Assistant County Attorney (see the Amendment in **Exhibit II**). The Amendment has also been reviewed and approved by AHC.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Amendment must be approved by the Board to effect the desired revisions to the Agreement.

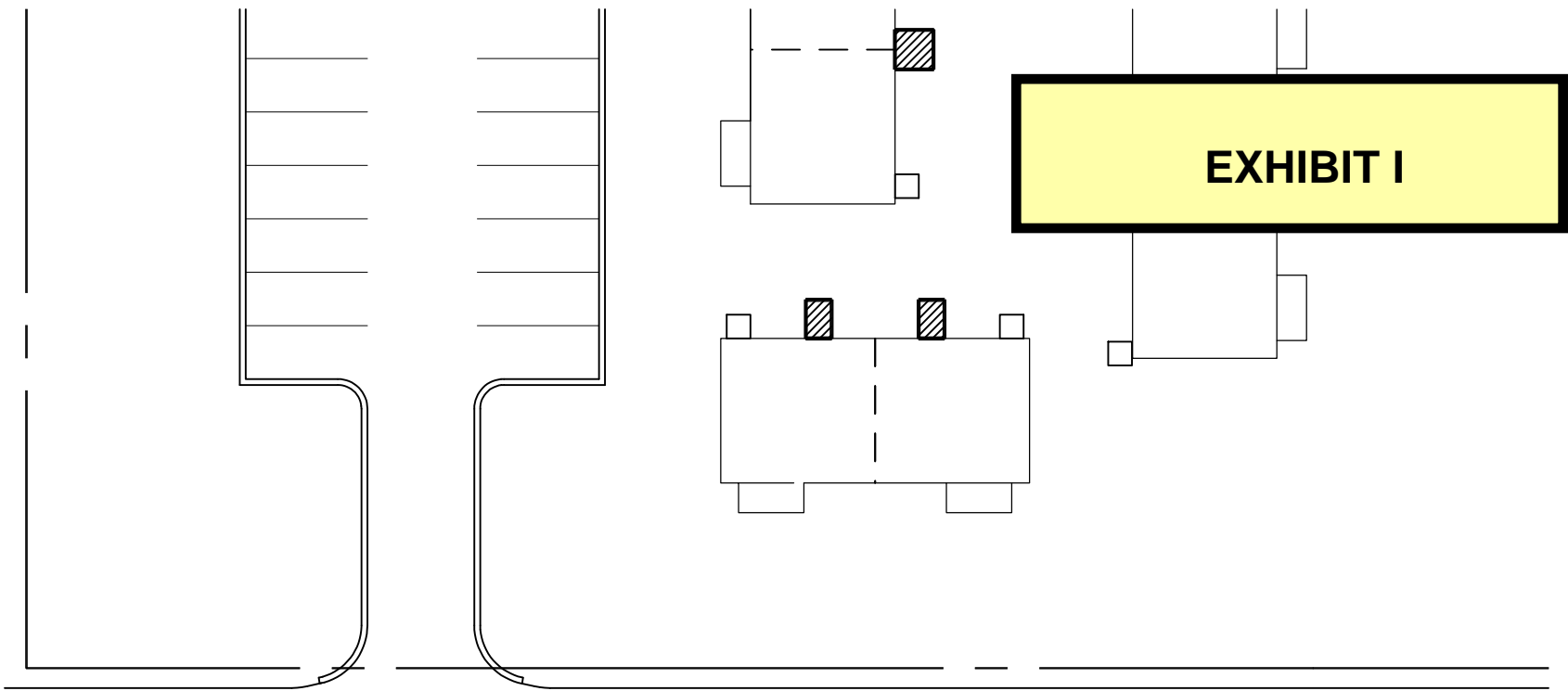
IMPLEMENTATION/COORDINATION:

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 project related payments from NSP3 funds will be processed by the County through the Finance Division. All parties are aware of this recommendation and the schedule for consideration by the Board.

Attachments

Exhibit I

Exhibit II



WEST GODFREY STREET



**AMENDMENT #1
SUBRECIPIENT AGREEMENT
Area Housing Commission
Escambia County Neighborhood Stabilization Program 3 (NSP3)**

THIS AMENDMENT is made and entered into this 7th day of November, **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 partnered with the AHC for purposes of implementing the 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, on August 20, 2013, the County entered an Agreement with AHC for the purpose of implementing the Project and construction of said Project is currently underway; and

WHEREAS, based on bids received and projected total costs, the NSP3 and Fund 124 funding initially provided through the August 20, 2013 Agreement will be inadequate to fully cover the total Project development costs; and

WHEREAS, the County and AHC now wish to amend the original Subrecipient Agreement dated August 20, 2013 to provide additional funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and AHC hereby agree to amend the Subrecipient Agreement dated August 20, 2013, as follows:

1. **ARTICLE III, Section 3.0** of the Agreement dated August 20, 2013, is hereby amended to read as follows:

3.0 ARTICLE III, Section 3.0 of the Agreement is hereby amended to increase the funding provided through the Agreement from **\$170,000 to a maximum of \$310,000** to recognize additional County Fund 124/Affordable Housing and AHC funding to be provided by the County and AHC for the Project and to make corresponding revisions to the sources and uses summary incorporated in **Exhibit I** of the Agreement. The additional funding, totaling \$140,000, shall be provided as follows: Fund 124/Affordable Housing \$70,000 and AHC \$70,000. On or before November 8 2013, AHC shall provide \$70,000 to Escambia County for deposit into County Fund 124/Affordable Housing as its contribution to the total cost of the Project.

2. **EXHIBIT I, Page 1, Section 1(A) and Page 8 Financing Sources and Total Renovation/Development Cost** of the August 20, 2013 Agreement, as attached, are hereby amended to reflect the increased funding to be provided through this Agreement as referenced in Section 1 above.

3. All other provisions of the original Agreement dated August 20, 2013 and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

4. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

(The remainder of this page is intentionally left blank)

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: November 7, 2013

By: _____
Deputy Clerk

Escambia County Legal Department Approval:

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/17/13

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:

By: _____
Delores Curry, Chair
Area Housing Commission

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)*

(AMENDMENT #1 - Revised November 7, 2013)

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, County Fund 124 and/or **AHC** 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 County Fund 124 expenditures (including the AHC contribution) provided under this Agreement exceed \$310,000.

AHC PERMANENT HOUSING UNITS
(AMENDMENT #1 - Revised November 7, 2013)
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)	In-Kind by AHC (<i>not paid through this Agreement</i>)	15,000	15,000
Escambia NSP or Fund 124 Funds		240,000	240,000
Other: AHC Funds		70,000	70,000
Total Sources of Funds	N/A	\$ 325,000	\$ 325,000

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.)	45,000	Escambia NSP & Fund 124	45,000
Permitting & Construction	255,000	Escambia NSP, Fund 124 & Area Housing Commission funds	255,000
Other: Contingency	10,000	Escambia NSP & Fund 124	10,000
Total Uses of Funds	\$ 325,000	All above sources	\$325,000

NOTE: AHC has contracted and is paying the Project Architect directly for architectural services in support of this Project. The \$15,000 is shown as for budgetary purposes since the professional services are essential to completion of the Project, however this cost is not being paid through this Agreement. Therefore, the total funding available to be paid through this agreement in support of this project is \$310,000.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5203

County Administrator's Report 11. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Resolution Supporting the Solid Waste Annual Dump Dash 5K and Trash-A-Thon

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event:

A. Adopt the Resolution supporting the Solid Waste Annual Dump Dash 5K and Thrash-A-Thon Fundraiser Event as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 101, Escambia County Restricted Fund, Cost Center 230317, Solid Waste Fund Raiser]

BACKGROUND:

The Solid Waste Management Department held its first Dump Dash 5K and Trash-A-Thon on October 29, 2011. This event provided significant funding for educational outreach including but not limited to the Recycling Camp, field trips for local schools within the Escambia County School District, and other educational outreach activities within the County.

BUDGETARY IMPACT:

Funding for this event will be available in Fund 101, Escambia County Restricted Fund, Cost Center 230317 Solid Waste Fund Raiser.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Funds will be deposited in the Escambia County Restricted Fund (101).

IMPLEMENTATION/COORDINATION:

The Solid Waste Management Department will coordinate with necessary departments and/or affiliates for this event.

Attachments

Dump Dash Resolution Stmp

RESOLUTION NUMBER R2013-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE ANNUAL DUMP
DASH 5K AND TRASH-A-THON FUNDRAISER EVENT; PROVIDING
FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, fundraisers serve to optimize non-tax revenue sources for the benefit of County services and facilities; and

WHEREAS, the Escambia County Solid Waste Management Department (ECSWMD) hosts the Annual Dump Dash 5K & Trash-A-Thon at the Escambia County Perdido Landfill; and

WHEREAS, this fundraising event provides significant funding for educational outreach including but not limited to the Recycling Camp, field trips for local schools within the Escambia County School District, and other educational outreach activities within Escambia County; and

WHEREAS, communities across the country will celebrate "America Recycles Day" on November 15, 2013; and

WHEREAS, the Annual Dump Dash 5K & Trash-A-Thon, which is scheduled on November 16, 2013, has been designated as an official "America Recycles Day 2013 Event"; and

WHEREAS, Five Dollars (\$5.00) of each Dump Dash 5K entry fee will be donated to the United Way of Escambia County; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of the health, safety, and welfare of the residents of Escambia County that the County authorize the Annual Dump Dash 5K and Trash-A-Thon fundraiser event.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby authorizes the Annual Dump Dash 5K & Trash-A-Thon fundraiser event at the Escambia County Perdido Landfill with proceeds to benefit the environmental educational activities of the ECSWMD.

SECTION 3. That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 4. That 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**

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. J. Valada
Date: 10/17/13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5246

County Administrator's Report 11. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action concerning the Declaration to the Public Regarding Closure of Solid Waste Landfill: Saufley C&D Disposal Facility:

A. Approve the Declaration to the Public Regarding Closure of Solid Waste Landfill: Saufley C&D Disposal Facility; and

B. Authorize the Chairman to execute the Declaration.

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

BACKGROUND:

On October 9, 2013, the Saufley Field C&D Disposal Facility was officially closed. Pursuant to Chapter 62-701.600(7), Florida Administrative Code, once closure construction has been completed, the landfill owner or operator shall file a declaration to the public in the deed records in the office of the county clerk of the county in which the landfill is located.

BUDGETARY IMPACT:

The Solid Waste Management Department will pay all fees associated with the Declaration to the Public Regarding Closure of Solid Waste Landfill: Saufley C&D Disposal Facility.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Declaration to the Public Regarding Closure of Solid Waste Landfill: Saufley C&D Disposal Facility was prepared by Kristin Hual, Assistant County Attorney, and has been approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Pursuant to Chapter 62-701.600(7) Florida Administrative Code, once closure construction has been completed, the landfill owner or operator shall file a declaration to the public in the deed records in the office of the county clerk of the county in which the landfill is located.

IMPLEMENTATION/COORDINATION:

The Declaration to the Public Regarding Closure of Solid Waste Landfill: Saufley C&D Disposal Facility will be filed in the deed records in the office of the County Clerk.

Attachments

Declaration to the Public Saufley C&D

**DECLARATION TO THE PUBLIC REGARDING CLOSURE OF
SOLID WASTE LANDFILL: SAUFLEY C&D DISPOSAL FACILITY**

Pursuant to Chapter 62-701, Florida Administrative Code, declaration to the public is hereby given regarding the closure of the Saufley C&D Disposal Facility located on Saufley Field Road in Escambia County, Florida, more particularly described on the legal descriptions and site drawings attached hereto as Exhibits A and B.

Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), is the owner of the subject property. The County has closed the subject facility in compliance with the requirements of Chapter 62-701, F.A.C., as applicable, and the approved Alternate Procedure SWAP 10-2.

NOTICE IS HEREBY GIVEN to any future owner or user of said property that such future owner or user should consult with the Department of Environmental Protection prior to planning or initiating any activity involving the disturbance of the landfill cover, monitoring system or other control structures.

DECLARATION made this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

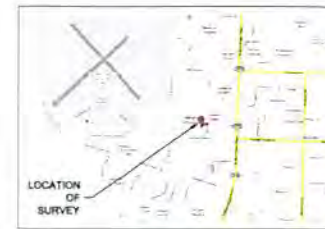
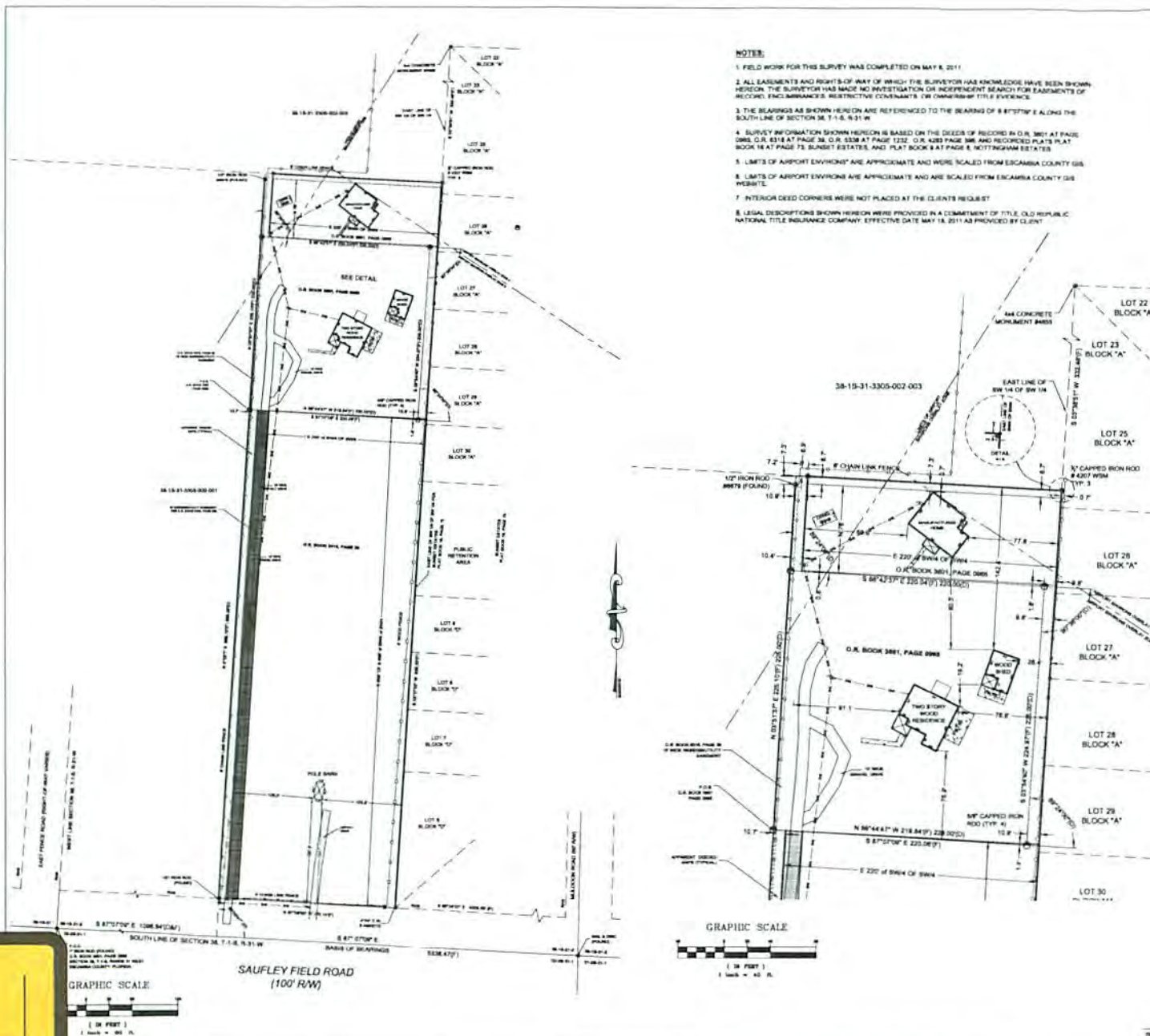
ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: 11/24/13

VICINITY MAP
N.T.S.NOT VALID
WITHOUT
THIS
CAUSED
SOL #7812BOUNDARY SURVEY
BOUNDARY SURVEY WITH IMPROVEMENTS
5640 SAUFLEY FIELD ROAD
ESCAMBA COUNTY
PENSACOLA, FLORIDA360° SURVEYING SERVICES
PROFESSIONAL LAND SURVEYORS
- 1801 CREIGHTON ROAD -
PENSACOLA, FLORIDA 32504
850-857-4400



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5247

County Administrator's Report 11. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Recommendation Concerning Staffing at the Escambia County Health Clinic

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Staffing at the Escambia County Health Clinic - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve Concentra's proposal to add a full-time Medical Assistant to the Escambia County Employee Health Clinic on or after November 9, 2013, to support increased clinic utilization by employees and their dependents.

The Escambia County Health Clinic opened in January 2011. Since then, the volume of patients has increased from an average of 408 patients per month to an average of 642 patients per month. Over 60% of the patients seen by the clinic are urgent care (unscheduled). The clinic conducts all new hire physicals and annual firefighter physicals/respiratory fittings. Preliminary work for all visits is done by the Medical Assistants and includes check in, vision, vitals, blood draws, drug screens, and other services necessary to prepare the patient to be seen by the Physician or Physician Assistant.

[Funding: Fund 501, Internal Service Fund, an additional Medical Assistant costs \$65,000, including salary, benefits, taxes, licensing, and professional liability insurance]

BACKGROUND:

The Escambia County Health Clinic opened in January 2011. Since then, the volume of patients has increased from an average of 408 patients per month to an average of 642 patients per month. Over 60% of the patients seen by the clinic are urgent care (unscheduled). The clinic conducts all new hire physicals and annual firefighter physicals/respiratory fittings. Preliminary work for all visits is done by the Medical Assistants and includes check in, vision, vitals, blood draws, drug screens, and other services necessary to prepare the patient to be seen by the Physician or Physician Assistant.

BUDGETARY IMPACT:

An additional Medical Assistant costs \$65,000, including salary, benefits, taxes, licensing and professional liability insurance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This action will be implemented by the Human Resources Department, upon approval by the Board.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5226

County Administrator's Report 11. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Acceptance of Two Parcels of Real Property for Road Right-of-Way and Drainage Easement on East Olive Road from Joseph R. Russo

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of Donation of Two Parcels of Real Property for Road Right-of-Way and Drainage Easement on East Olive Road from Joseph R. Russo - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of two parcels of real property located at 2890 East Olive Road, from Joseph R. Russo, for road right-of-way and drainage easement:

A. Accept the donation of two parcels of real property located at 2890 East Olive Road, from Joseph R. Russo, for road right-of-way (3,062.328 square feet) and drainage easement (747.706 square feet), for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty Deed and the Drainage Easement as of the day of delivery of the Warranty Deed and Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

The County has a project in design to make road and drainage improvements along East Olive Road. Due to limited right-of-way on East Olive Road, design demonstrated a need for additional properties to facilitate the project. Joseph R. Russo, owner of the property located at 2890 East Olive Road, has agreed to donate a portion of real property, 3062.328 square feet, for road right-of-way, and a drainage easement, 747.706 square feet, to facilitate the road and drainage improvements project. Board approval is required for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on October 8, 2013. The Drainage Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on October 9, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deed

Drainage Easement

Parcel Information

Map

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 17-1S-30-2101-003-112
East Olive Road Improvement Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 23 day of September, 2013, by and between Joseph R. Russo, a single man, whose address is 2890 East Olive Road, Pensacola, Florida 32514 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness Virginia Newson
Print Name Virginia Newson
Witness Rita M. Montgomery
Print Name RITA M MONTGOMERY

By: 
Joseph R. Russo

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of September, 2013, by Joseph R. Russo. He is personally known to me, or ☒ has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Palm Childers
Clerk of the Circuit Court

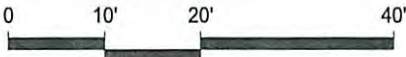
Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Oct. 8, 2013

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP
AT CAMINITTI LANE WEST

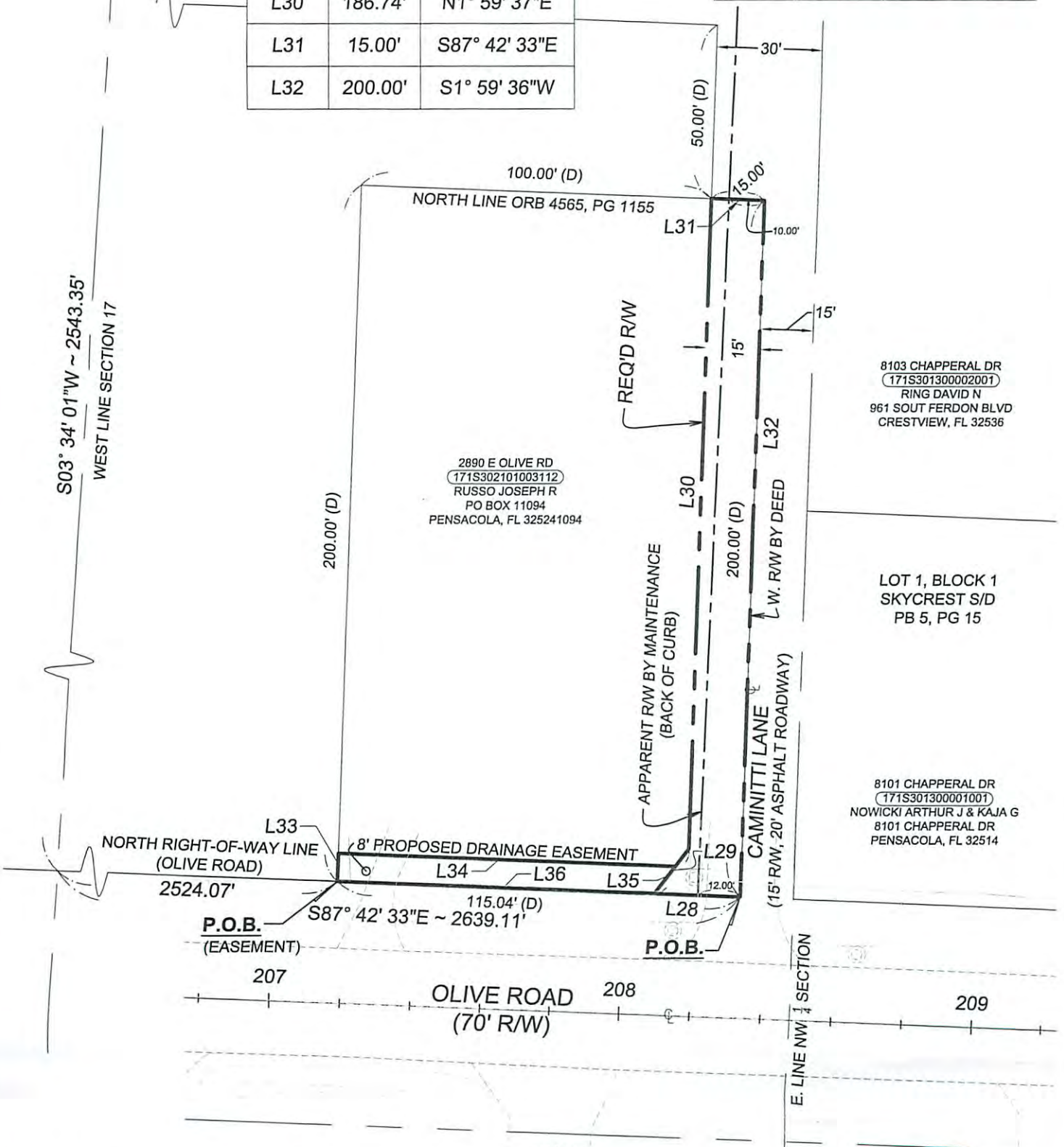
P.O.C.
NORTHWEST CORNER
SECTION 17, TOWNSHIP 1 SOUTH,
RANGE 30 WEST



14 16
18 17

Parcel Line Table		
Line #	Length	Direction
L28	24.39'	N87° 42' 33"W
L29	16.21'	N37° 23' 35"E
L30	186.74'	N1° 59' 37"E
L31	15.00'	S87° 42' 33"E
L32	200.00'	S1° 59' 36"W

Easement Line Table		
Line #	Length	Direction
L33	8.00'	N2° 17' 27"E
L34	96.27'	S87° 42' 33"E
L35	9.78'	S37° 23' 35"W
L36	90.65'	N87° 42' 33"W



MAP OF DESCRIPTION

THIS IS NOT A SURVEY

SHEET 1 OF 2

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS
DATE: JULY 2013 SCALE: 1"=40'
PROJECT #: 11-0367.000
DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.

JEFFREY R. LANCE
PROFESSIONAL SURVEYOR AND MAPPER #5657
STATE OF FLORIDA
DATE: 9/30/13

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: 850.638.1086
L.B. #2648
1096 Highway 90 – Chipley, Florida 32428

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP
AT CAMINITTI LANE WEST

Legal Description (Olive Road Corner Clip at Caminitti Lane West):

A parcel of land situate in Section 17, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Section 17 and proceed South 03° 34' 01" West, along the west line of Section 17, for a distance of 2543.35 feet to the intersection of said west line of Section 17 and the north right-of-way line of East Olive Road (State Road 290, 70 foot right-of-way); thence, departing said west section line, run South 87° 42' 33" East, along the north right-of-way line of East Olive Road, for a distance of 2639.11 feet to the intersection of said north right-of-way line of East Olive Road with the west right-of-way line of Caminitti Lane (15 foot Right-of-Way) for the Point of Beginning; thence run North 87° 42' 33" West for a distance of 24.39 feet; thence, departing said north right-of-way line of East Olive Road, run North 37° 23' 35" East for a distance of 16.21 feet; thence run North 01° 59' 37" East for a distance of 186.74 feet to a point on the north line of that parcel of land described in ORB 4565, PG 1155; thence run South 87° 42' 33" East, along said north line, for a distance of 15.00 feet to the intersection of said north line with the west right-of-way line of Caminitti Lane; thence, departing said north line, run South 01° 59' 36" West, along the aforesaid west right-of-way line of Caminitti Lane, for a distance of 200.00 feet to the Point of Beginning.

The above described parcel of land containing 3062.328 square feet, more or less.

Proposed Drainage Easement:

Commence at the northwest corner of said Section 17 and proceed South 03° 34' 01" West, along the west line of Section 17, for a distance of 2543.35 feet to the intersection of said west line of Section 17 and the north right-of-way line of East Olive Road (State Road 290, 70 foot right-of-way); thence, departing said west section line, run South 87° 42' 33" East, along the north right-of-way line of East Olive Road, for a distance of 2524.07 feet to the intersection of said north right-of-way line of East Olive Road with the west line of that parcel described in ORB 4565, PG 1155 of the Official Records of Escambia County and for the Point of Beginning; thence, departing said north right-of-way line of East Olive Road, run North 2° 17' 27" East, along the said west line, for a distance of 8.00 feet; thence, departing said west line, run South 87° 42' 33" East for a distance of 96.27 feet; thence run South 37° 23' 35" West for a distance of 9.78 feet, to a point on the aforesaid north right-of-way line of East Olive Road; thence run North 87° 42' 33" West, along said north right-of-way line, for a distance of 90.65 feet, to the Point of Beginning.

The above described easement containing 747.706 square feet, more or less.

Surveyor's Notes:

- 1. Bearings shown hereon are based on the centerline of Olive Road (SR 290) per FDOT right-of-way map Section No. 4871-150, sheet 2 of 4, as re-established by FDOT, being South 87° 42' 33" East, a grid bearing.
- 2. No instruments of record reflecting ownership or encumbrances have been provided, except as noted, nor did this Surveyor abstract these lands.
- 3. This property may be subject to encumbrances, easements, and restrictions, if any, of public record.
- 4. Additions or deletions to this Map of Description by other than the signing party is prohibited without written consent of the signing party.

Legend & Abbreviations:

P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
R/W	Right-of-Way
PB	Plat Book
PG	Page
S/D	Subdivision
ORB	Official Records Book
DB	Deed Book

SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS
DATE: JULY 2013 SCALE: 1"=40'
PROJECT #: 11-0367.000
DESIGN: BLW CHECKED: JRL

DATE	REVISIONS



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: 850.638.1086
L.B. #2648
1096 Highway 90 ~ Chipley, Florida 32428

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505
A Portion of 17-1S-30-2101-003-112

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 23 day of September, 2013, by and between Joseph R. Russo, a single man, whose mailing address is 2890 East Olive Road, Pensacola, Florida 32514 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 17, Township 1S, Range 30 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

Legal or Exhibit "A"

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantor, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, itself, its successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

By:

Joseph R. Russo

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of September, 2013, by Joseph R. Russo. He () is personally known to me or (☒) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning
Signature of Notary Public
Bernie W. Manning
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By

Title

Date

Robert

Asst. County Attorney

Oct 9, 2013

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP
AT CAMINITTI LANE WEST

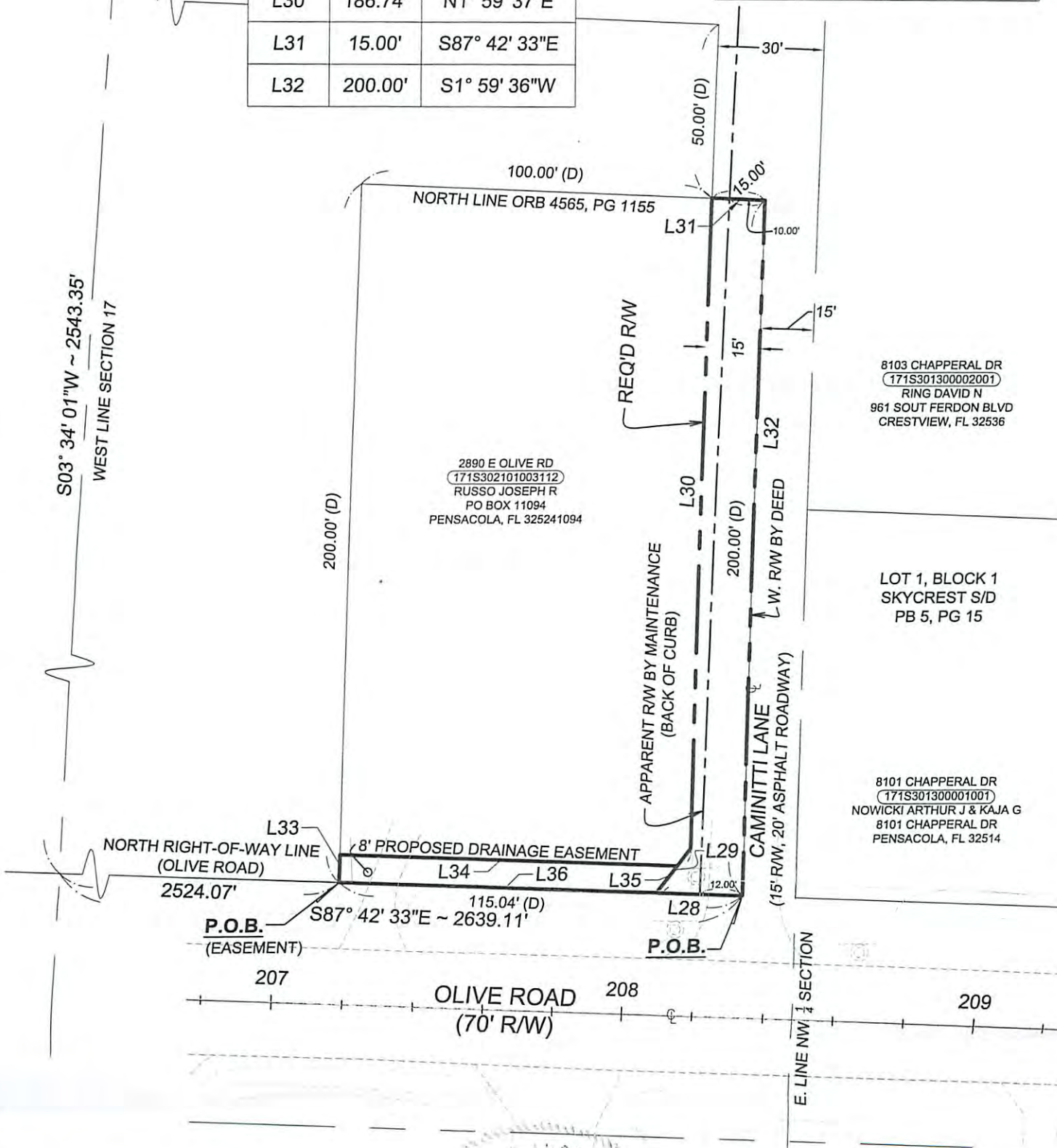
P.O.C.
NORTHWEST CORNER
SECTION 17, TOWNSHIP 1 SOUTH,
RANGE 30 WEST



14 16
18 17

Parcel Line Table		
Line #	Length	Direction
L28	24.39'	N87° 42' 33"W
L29	16.21'	N37° 23' 35"E
L30	186.74'	N1° 59' 37"E
L31	15.00'	S87° 42' 33"E
L32	200.00'	S1° 59' 36"W

Easement Line Table		
Line #	Length	Direction
L33	8.00'	N2° 17' 27"E
L34	96.27'	S87° 42' 33"E
L35	9.78'	S37° 23' 35"W
L36	90.65'	N87° 42' 33"W



MAP OF DESCRIPTION
THIS IS NOT A SURVEY

SHEET 1 OF 2

DESCRIPTION ON SHEET 2 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS
DATE: JULY 2013 SCALE: 1"=40'
PROJECT #: 11-0367.000
DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE
SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.

JEFFREY R. LANCE
PROFESSIONAL SURVEYOR AND MAPPER #5657
STATE OF FLORIDA

DATE 9/30/13

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: 850.638.1086
L.B. #2648
1096 Highway 90 ~ Chipley, Florida 32428

MAP OF DESCRIPTION
OLIVE ROAD CORNER CLIP
AT CAMINITTI LANE WEST

Legal Description (Olive Road Corner Clip at Caminitti Lane West):

A parcel of land situate in Section 17, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Section 17 and proceed South 03° 34' 01" West, along the west line of Section 17, for a distance of 2543.35 feet to the intersection of said west line of Section 17 and the north right-of-way line of East Olive Road (State Road 290, 70 foot right-of-way); thence, departing said west section line, run South 87° 42' 33" East, along the north right-of-way line of East Olive Road, for a distance of 2639.11 feet to the intersection of said north right-of-way line of East Olive Road with the west right-of-way line of Caminitti Lane (15 foot Right-of-Way) for the Point of Beginning; thence run North 87° 42' 33" West for a distance of 24.39 feet; thence, departing said north right-of-way line of East Olive Road, run North 37° 23' 35" East for a distance of 16.21 feet; thence run North 01° 59' 37" East for a distance of 186.74 feet to a point on the north line of that parcel of land described in ORB 4565, PG 1155; thence run South 87° 42' 33" East, along said north line, for a distance of 15.00 feet to the intersection of said north line with the west right-of-way line of Caminitti Lane; thence, departing said north line, run South 01° 59' 36" West, along the aforesaid west right-of-way line of Caminitti Lane, for a distance of 200.00 feet to the Point of Beginning.

The above described parcel of land containing 3062.328 square feet, more or less.

Proposed Drainage Easement:

Commence at the northwest corner of said Section 17 and proceed South 03° 34' 01" West, along the west line of Section 17, for a distance of 2543.35 feet to the intersection of said west line of Section 17 and the north right-of-way line of East Olive Road (State Road 290, 70 foot right-of-way); thence, departing said west section line, run South 87° 42' 33" East, along the north right-of-way line of East Olive Road, for a distance of 2524.07 feet to the intersection of said north right-of-way line of East Olive Road with the west line of that parcel described in ORB 4565, PG 1155 of the Official Records of Escambia County and for the Point of Beginning; thence, departing said north right-of-way line of East Olive Road, run North 2° 17' 27" East, along the said west line, for a distance of 8.00 feet; thence, departing said west line, run South 87° 42' 33" East for a distance of 96.27 feet; thence run South 37° 23' 35" West for a distance of 9.78 feet, to a point on the aforesaid north right-of-way line of East Olive Road; thence run North 87° 42' 33" West, along said north right-of-way line, for a distance of 90.65 feet, to the Point of Beginning.

The above described easement containing 747.706 square feet, more or less.

Surveyor's Notes:

- 1. Bearings shown hereon are based on the centerline of Olive Road (SR 290) per FDOT right-of-way map Section No. 4871-150, sheet 2 of 4, as re-established by FDOT, being South 87° 42' 33" East, a grid bearing.
- 2. No instruments of record reflecting ownership or encumbrances have been provided, except as noted, nor did this Surveyor abstract these lands.
- 3. This property may be subject to encumbrances, easements, and restrictions, if any, of public record.
- 4. Additions or deletions to this Map of Description by other than the signing party is prohibited without written consent of the signing party.

Legend & Abbreviations:

P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
R/W	Right-of-Way
PB	Plat Book
PG	Page
S/D	Subdivision
ORB	Official Records Book
DB	Deed Book

SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

PREPARED FOR:
ESCAMBIA COUNTY PUBLIC WORKS
DATE: JULY 2013 SCALE: 1"=40'
PROJECT #: 11-0367.000
DESIGN: BLW CHECKED: JRL


DATE	REVISIONS



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: 850.638.1086
L.B. #2648
1096 Highway 90 ~ Chipley, Florida 32428

Source: Escambia County Property Appraiser

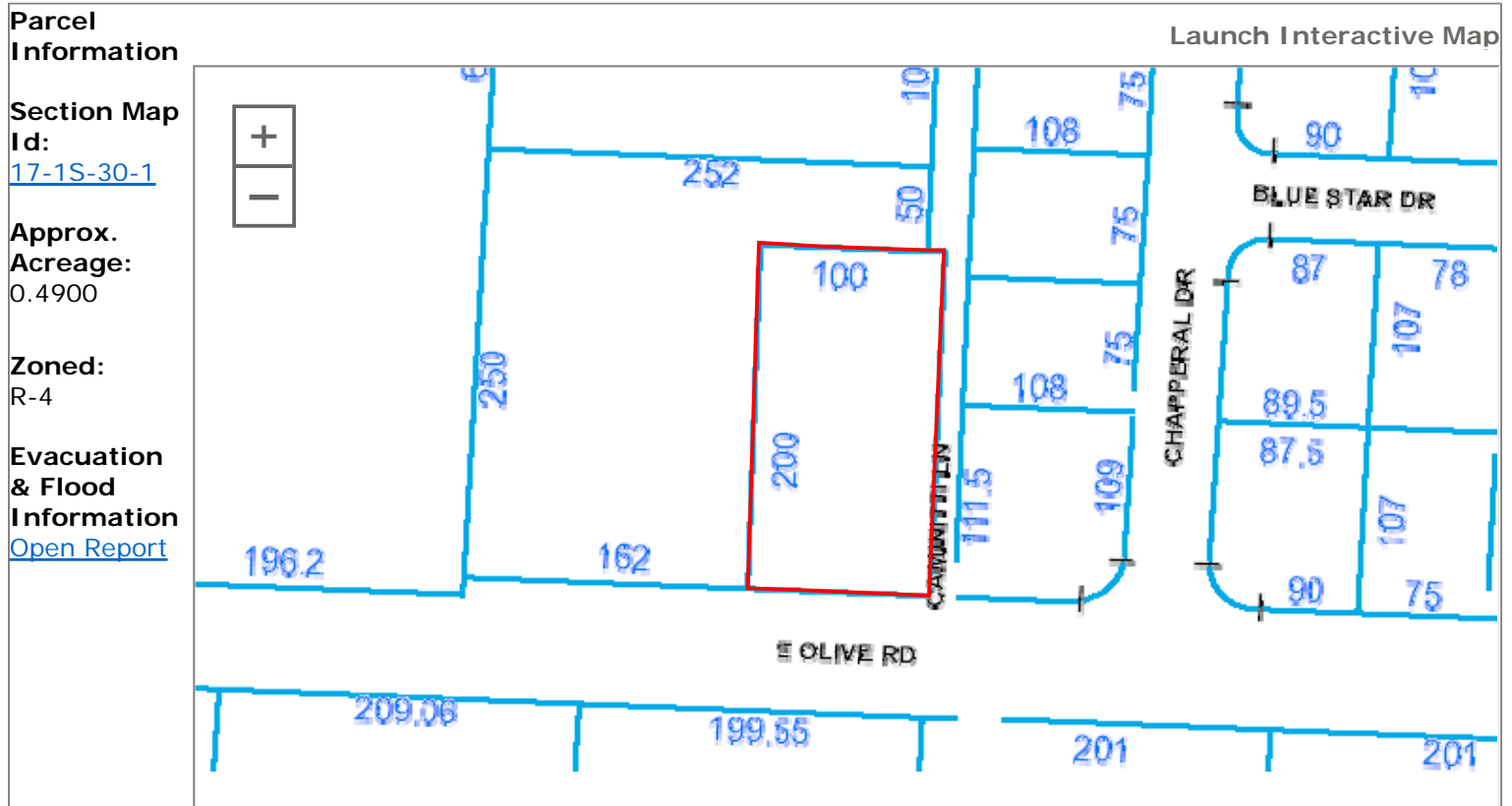

[Navigate Mode](#)
 [Account](#)
 [Reference](#)



[Restore Full Page Version](#)

General Information Reference: 171S302101003112 Account: 022351200 Owners: RUSSO JOSEPH R Mail: PO BOX 11094 PENSACOLA, FL 325241094 Situs: 2890 E OLIVE RD 32514 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector		2013 Certified Roll Assessment Improvements: \$29,806 Land: \$37,145 <hr/> Total: \$66,951 Save Our Homes: \$43,893 Disclaimer Amendment 1/Portability Calculations
--	--	---

Sales Data						2013 Certified Roll Exemptions	
						HOMESTEAD EXEMPTION,TOTAL & PERMANENT	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description	
04/2000	4565	1155	\$100	CJ	View Instr	BEG AT THE SE COR OF THE NW 1/4 OF SEC N ALG E LI OF NW 1/4 35 FT THN DEFLECTING AN ANG OF 91 DEG 22 MIN TO THE...	
01/1971	516	745	\$11,000	WD	View Instr		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						None	

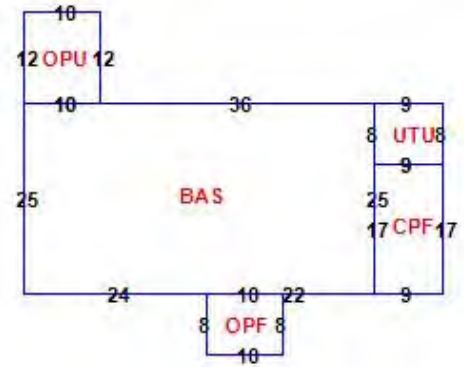


Buildings

Building 1 - Address: 2890 E OLIVE RD, Year Built: 1953, Effective Year: 1953

Structural Elements**FOUNDATION**-WOOD/NO SUB FLR**EXTERIOR WALL**-CONCRETE BLOCK**NO. PLUMBING FIXTURES**-6.00**DWELLING UNITS**-1.00**EXTERIOR WALL**-STUCCO OV BLOCK**ROOF FRAMING**-HIP**ROOF COVER**-COMPOSITION SHG**INTERIOR WALL**-PLASTER DIRECT**NO. STORIES**-1.00**FLOOR COVER**-PINE/SOFTWOOD**DECOR/MILLWORK**-AVERAGE**HEAT/AIR**-WALL/FLOOR FURN**STRUCTURAL FRAME**-MASONRY PIL/STL

Areas - 1575 Total SF

BASE AREA - 1150**CARPORT FIN** - 153**OPEN PORCH FIN** - 80**OPEN PORCH UNF** - 120**UTILITY UNF** - 72

Images

None




The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

EAST OLIVE ROAD CORNER CLIP



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 10/15/13 DISTRICT 4

-  JOSEPH RUSSO/17-1S-30-2101-003-112
-  DRAINAGE EASEMENT
-  ACQUIRED RIGHT-OF-WAY



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5223

County Administrator's Report 11. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Acceptance of a Parcel of Real Property on East Olive Road from the Estate of Opal F. Varnadore

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property on East Olive Road from the Estate of Opal F. Varnadore - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property located at 2311 East Olive Road from the Estate of Opal F. Varnadore:

A. Accept the donation of a parcel of real property, 93.074 square feet, located at 2311 East Olive Road from the Estate of Opal F. Varnadore, for road and drainage improvements;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

The County has a project in design to make road and drainage improvements along East Olive Road. Due to limited right-of-way in this area, it was determined that additional property would be required to facilitate the project. The Estate of Opal F. Varnadore, owner of the property located at 2311 East Olive Road, has agreed to donate a portion of real property, 93.074 square feet, to facilitate the road and drainage improvements for the project. Board approval is required for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on October 15, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deed

Parcel Information

Map

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of Parcel 18-1S-30-5201-006-001
East Olive Road Improvement Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 10 day of October, 2013, by Denise Hazucha, Personal Representative of the Estate of Opal F. Varnadore, a/k/a Opal Varnadore Merritt and a/k/a Opal F. Merritt, under Probate #57-2008-CP-368, Santa Rosa County, Florida, whose address is 10050 Fox Fire Place, Pensacola, Florida 32514 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

See Exhibit "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; conditions, easements, and restrictions of record, if any, but this reference does not operate to re-impose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness Stacey S. Ward
Print Name Stacey S. Ward
Witness Bernie W. Manning
Print Name Bernie W. Manning
STATE OF FLORIDA
COUNTY OF ESCAMBIA

By: Denise Sue Hazucha
Denise Hazucha,
As: Personal Representative

The foregoing instrument was acknowledged before me this 10 day of October, 2013, by Denise Hazucha as Personal Representative. She is personally known to me, or (x) has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning
Signature of Notary Public
Bernie W. Manning
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

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

Deputy Clerk

This document approved as to form and legal sufficiency.

By: Stacey S. Ward
Title: Asst. County Attorney
Date: Oct 15, 2013

P.O.C.
NORTHEAST CORNER
SECTION 18, TOWNSHIP 1 SOUTH,
RANGE 30 WEST

14	16
18	17

EAST LINE SECTION 18
S03° 34' 01"W ~ 2613.37'

2311 E OLIVE RD
181S305201006001
VARNADORE OPAL F
5042 COUNTRY PLACE
WAUKEGAN, IL 60087

Parcel Line Table		
Line #	Length	Direction
L4	11.12	S87° 42' 33"E
L5	19.95	S35° 15' 51"W
L6	16.74	N1° 24' 04"E

MAP OF DESCRIPTION
THIS IS NOT A SURVEY

SHEET 1 OF 2

PREPARED FOR:
 ESCAMBIA COUNTY PUBLIC WORKS
 DATE: JUNE 2013 SCALE: 1"=20'
 PROJECT #: 11-0367.000
 DESIGN: BLW CHECKED: JRL

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE
SURVEYOR'S ORIGINAL SIGNATURE & RAISED SEAL.

JEFFREY R. LANCE
PROFESSIONAL SURVEYOR AND MAPPER #5657
STATE OF FLORIDA



Phone: (850) 638-1086

L.B. #2648

1096 Highway 90 ~ Chipley, Florida 32428

MAP OF DESCRIPTION

OLIVE ROAD CORNER CLIP

AT GRAVES ROAD EAST

Legal Description (Olive Road Corner Clip at Graves Road East):

A parcel of land situate in Section 18, Township 1 South, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 18 and proceed South 03° 34' 01" West, along the east line of said Section 18, for a distance of 2613.37 feet to the intersection of the east line of said Section 18 with the south right-of-way line of East Olive Road (State Road 290, 70 foot Right-of-Way); thence, departing said east section line, run North 87° 42' 33" West, along said south right-of-way line of East Olive Road, for a distance of 465.61 feet to the intersection of said south right-of-way line of East Olive Road with the east right-of-way line of Graves Road (30 foot Right-of-Way) and the Point of Beginning; thence run South 87° 42' 33" East for a distance of 11.12 feet; thence, departing said south right-of-way line, run South 35° 15' 51" West for a distance of 19.95 feet to a point on the aforesaid east right-of-way line of Graves Road; thence run North 01° 24' 04" East, along said east right-of-way line of Graves Road, for a distance of 16.74 feet to the intersection of said east right-of-way line of Graves Road with the aforesaid south right-of-way line of East Olive Road and the Point of Beginning.

The above described parcel of land containing 93.074 square feet, more or less.

Surveyor's Notes:

1. Bearings shown hereon are based on the centerline of Olive Road (SR 290) per FDOT right-of-way map Section No. 4871-150, sheet 2 of 4, as re-established by FDOT, being South 87° 42' 33" East, a grid bearing.
2. No instruments of record reflecting ownership or encumbrances have been provided, except as noted, nor did this Surveyor abstract these lands.
3. This property may be subject to encumbrances, easements, and restrictions, if any, of public record.
4. Additions or deletions to this Map of Description by other than the signing party is prohibited without written consent of the signing party.

Legend & Abbreviations:

P.O.B. Point of Beginning
P.O.C. Point of Commencement
RW Right-of-Way

SKETCH ON SHEET 1 OF 2

SHEET 2 OF 2

PREPARED FOR:

ESCAMBIA COUNTY PUBLIC WORKS

DATE: JUNE 2013

SCALE: N/A

PROJECT #: 11-0367.000

DESIGN: BLW

CHECKED: JRL

DATE

REVISIONS



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

Phone: (850) 638-1086

L.B. #2648

1096 Highway 90 ~ Chipley, Florida 32428

Source: Escambia County Property Appraiser

 Navigate Mode
 ☒ Account
 ☐ Reference

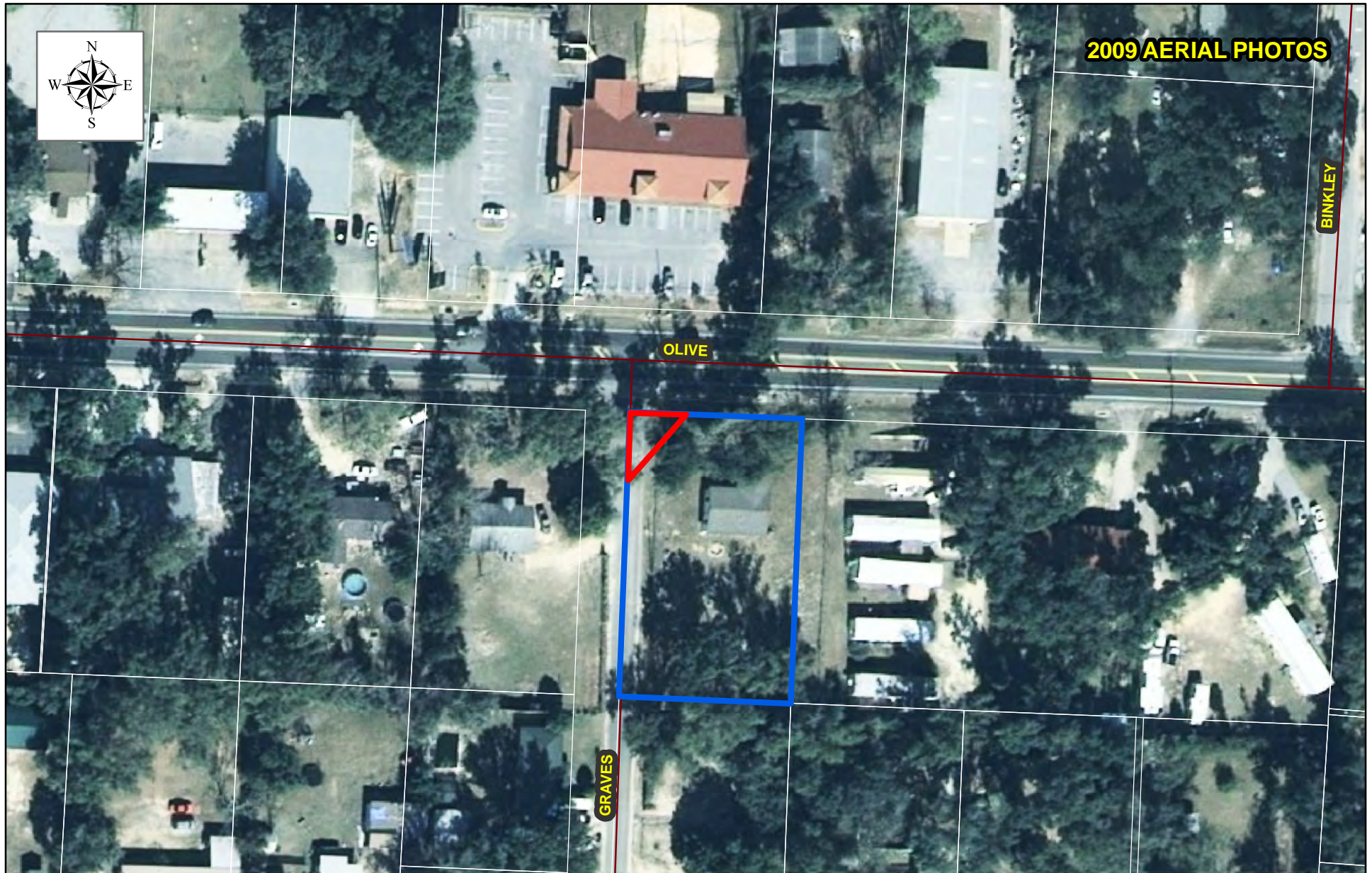
General Information						2013 Certified Roll Assessment											
Reference: 181S305201006001						Improvements: \$0											
Account: 022681000						Land: \$69,521											
Owners: VARNADORE OPAL F																	
Mail: 10050 FOX FIRE PL PENSACOLA, FL 32514						Total: \$69,521											
Situs: 2311 OLIVE RD 32514						<u>Save Our Homes:</u> \$0											
Use Code: VACANT COMMERCIAL						<u>Disclaimer</u>											
Taxing Authority: COUNTY MSTU						<u>Amendment 1/Portability Calculations</u>											
Tax Inquiry: <u>Open Tax Inquiry Window</u>																	
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector																	
Sales Data						2013 Certified Roll Exemptions											
						None											
<table><thead><tr><th>Sale Date</th><th>Book</th><th>Page</th><th>Value</th><th>Type</th><th>Official Records (New Window)</th></tr></thead></table>						Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description					
Sale Date	Book	Page	Value	Type	Official Records (New Window)												
None						BEG AT NW COR OF LT 1 S 215 13/100 FT E 116 25/100 FT N 215 13/100 FT W 116 25/100 FT TO POB...											
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features											
						None											

Parcel Information
[Launch Interactive Map](#)
Section Map Id:
[18-1S-30-2](#)
Approx. Acreage:
 0.5100

Zoned:
 C-1

Evacuation & Flood Information
[Open Report](#)


EAST OLIVE ROAD CORNER CLIP



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 10/15/13 DISTRICT 4



The Estate of Opal F. Varnadore/18-1S-30-5201-006-001



Corner Clip-Acquired Right-of-Way



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5215

County Administrator's Report 11. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Acquisition of Real Property Located at 11790 Mobile Highway

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 11790 Mobile Highway from Ricky and Traci Herndon - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property located at 117900 Mobile Highway from Ricky and Traci Herndon:

A. Approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase between Ricky and Traci Herndon and Escambia County for the acquisition of real property located at 11790 Mobile Highway;

B. Approve the waiver of any objection to Exemption 14 in Schedule B-Section 2 of the title commitment regarding the Florida Department of Transportation right-of-way on Mobile Highway.

[Funding Source: Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects, Object Code 56101, Project 08NE0018, "Boat Ramps"]

BACKGROUND:

Escambia County has a project in design to construct a public boat ramp facility on Perdido River at Mobile Highway (Highway 90). To facilitate this project, staff has been working to acquire properties fronting along Perdido River. Ricky and Traci Herndon own two contiguous parcels of real property on Perdido River, which the County would like to acquire.

Board action of September 5, 2013, authorized staff to make an offer of \$346,500 to the Herndons to purchase the two contiguous parcels of property they own at 11790 Mobile Highway. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding Source: Fund 352, "LOST III", Cost Center 220102, NESD Capital Projects, Object Code 56101, Project 08NE0018 "Boat Ramps".

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and will conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Contract

09.05.13 BCC Action

Checklist

Parcel A Info

Parcel B Info

Title Work

Aerial View

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Ricky Herndon and Traci Herndon, husband and wife, whose address is 8190 Belle Pines Lane, Pensacola, FL 32526 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2013.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Three Hundred Forty-Six Thousand Five Hundred Dollars (\$346,500.00), payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. **SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Sellers); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32501

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLERS:

Ricky Herndon
8190 Belle Pines Lane
Pensacola, FL 32526

Traci Herndon
8190 Belle Pines Lane
Pensacola, FL 32526

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Sellers warrant delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title *Asst. County Attorney*
Date *Oct. 29, 2013*

SELLERS:

Bernie W Manning
Witness
Bernie W Manning
Print Name
Larry Goodwin
Witness
LARRY GOODWIN
Print Name

Ricky Herndon
Ricky Herndon
Date 10-29-13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29 day of October, 2013, by Ricky Herndon. He (☒) is personally known to me, (☐) produced current as identification.

(Notary Seal)



ALESSA FOWLKES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE842329
Expires 10/10/2016

Alessa Fowler
Signature of Notary Public
ALESSA FOWLKES
Printed Name of Notary Public

Bernie W Manning
Witness
Bernie W Manning
Print Name
Lucian Butera
Witness
LUCIAN BUTERA
Print Name

Traci Herndon
Traci Herndon
Date 10-29-13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29 day of October, 2013, by Traci Herndon. She (☒) is personally known to me, (☐) produced current as identification.

(Notary Seal)



ALESSA FOWLKES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE842329
Expires 10/10/2016

Alessa Fowler
Signature of Notary Public
ALESSA FOWLKES
Printed Name of Notary Public

EXHIBIT "A"

Parcel One:

That portion of Government Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida, described as follows:

Commencing at the Southeast corner of Lot 7; thence North 90 degrees 00 minutes 00 seconds West along the south line of Lot 7 a distance of 820.43 feet; thence North 90 degrees 00 minutes 00 seconds East 94.32 feet to an iron pipe in the North right-of-way line of U.S. Highway No. 90; thence South 86 degrees 51 minutes 00 seconds West along said north line 75.00 feet to an iron pipe for Point of Beginning; thence continue South 86 degrees 51 minutes 00 seconds West along said North right-of-way a distance of 75.00 feet to an existing iron pipe; thence North 03 degrees 17 minutes 46 seconds West 281.86 feet to an iron pipe; thence continue North 03 degrees 17 minutes 46 seconds West, 10.00 feet more or less to the waters of Perdido River; thence Northeasterly along said waters, 82 feet, more or less, to a point North 03 degrees 17 minutes 46 seconds West of the Point of Beginning; thence South 03 degrees 17 minutes 46 seconds East, 325.00 feet more or less, to the Point of Beginning.

And also:

Parcel Two:

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West; thence West along the south line of Lot 7 a distance of 820.43 feet; thence North 94.32 feet; thence West 75 feet; thence North 03 degrees 09 minutes 00 seconds West 317.00 feet to Perdido River for a Point of Beginning; thence South 03 degrees 09 minutes East over the line last traversed 317.00 feet; thence East along curve of State Road No. 10, 150.00 feet; thence North 00 degrees 56 minutes East 357.60 feet; thence North 85 degrees 14 minutes West 114.00 feet to said Perdido River; thence Southwesterly along said River 80.18 feet more or less to the Point of Beginning. All lying and being in Escambia County, Florida. Less and except any portion of the captioned property lying within the road right of way of U.S. Highway 90 also known as Mobile Highway.

Less & Except that property lying within OR Book 3024 Pages 846-848 of the Public Records of Escambia County.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board authorize staff to make an offer to Ricky and Traci Herndon to purchase two contiguous parcels of real property, totaling approximately 1.85 acres, located on Mobile Highway at Perdido River, for the purchase price of \$296,500, which is the average of two appraisals acquired by staff; this offer is subject to completion of the due diligence process; the owner has 30 days to accept the offer in writing (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102 [NESD Capital Projects], Object Code 56101, Project 08NE0018, Boat Ramps).

Approved 4-1, with Commissioner Robinson voting "no," for the purchase price of \$346,500

For Information: The Board heard Commissioner Barry disclose a previous, but not ongoing, business relationship with the property owner.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board, concerning Escambia County, FL v. GFD Construction, Inc., and Anthony J. Green, Sr. (Case No. 2011 CA 001778), authorize the County Attorney's Office to:
 - A. File a Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt for Violating the Injunction of December 14, 2011, and to request any other appropriate relief to ensure compliance; and
 - B. File a Petition for Injunctive Relief against any successors in interest to the subject property, if necessary.

Approved 3-0, with Commissioner May abstaining (and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers) and Commissioner Robinson absent



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Herndon Property @ 11790 Mobile Highway / Parcel No. 10-1S-32-7004-000-019 and Parcel No. 10-1S-32-5001-002-001

County Administrator (or designee) - Appraisals

Appraiser (1): Asmar Appraisal Company, Inc.
 Date of appraisal: 09/04/2013
 Appraised value: \$293,000
 Received by: Larry Goodwin

Appraiser (2): Brantley & Associates
 Date of appraisal: 09/02/2013
 Appraised value: \$300,000
 Received by: Larry Goodwin

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: See attached form Robert Turpin
 Received by: Larry Goodwin
 Comments: No concerns.

Date of Phase II: N/A
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: William Turner, Division Manager, Facilities Management
 Date: 09/20/2013
 Comments: No concerns / see attached from Facilities Management

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner, Risk Analyst
 Date: 09/20/2013
 Comments: No concerns / see attached from Risk Management

Engineering Department - Review of Survey or Boundary Map

Completed by: See attached checklist from Rick Colocado (County Surveyor)
 Date: _____
 Comments: No issues.

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 (LOST III), Cost Center 220102 (NESD Capital Projects), Object Code 56101, Project 08NE0018 (Boat Ramps)
 Verified by: Susan Holt
 Date: 08/22/2013
 Comments: See attached memo from Susan Holt

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

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Property Location/Identification: Herndon Property @ 11790 Mobile Highway / Parcel No. 10-1S-32-7004-000-019 / Account # 102453600

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

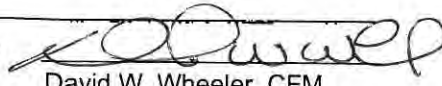
Facilities Management Department - Property Inspection

Inspected by: Maintenance Division
 Date: September 20, 2013
 Comments: See attached memo dated 09/24/2013

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Director's Signature


 David W. Wheeler, CFM

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

FACILITIES MANAGEMENT DEPARTMENT

100 E. Blount Street
Pensacola, FL 32501

David W. Wheeler, CFM
Director

MEMORANDUM

FMM-13-010

Date: September 24, 2013

To: David W. Wheeler, CFM, Director, Facilities Management

From: William M. Turner, Division Manager, Facilities Management

A handwritten signature in black ink, appearing to read "David W. Wheeler", is written over the "To:" line of the memorandum.

Re: Building Inspection of the properties located at 11780 Mobile, Highway

On September 20, 2013, Mr. Marcus Faulkner, Risk Management, and I conducted an inspection of Parcels "A" and "B" located at 11780 Mobile Highway. The owner, Mr. Ricky Herndon assisted with the inspection.

Parcel "A":

There are 2 structures on this parcel: a house, and a boat dock.



Parcel "A"(Continued):

House:

The house is a single story, brick facade structure with approximately 2,400 sq. ft, which was built in 1992. It has 3 bedrooms, 2 bathrooms, a kitchen with a breakfast nook, a laundry room, and a 2 car garage. The current air conditioning system was installed in 1998 and is nearing the end of its life expectancy.

The south roof has had shingles replaced in several areas. However, there is no evidence of roof leaks inside the building at this time.

The rear wood deck has some wood, which needs to be replaced, especially the west trim board. The overall condition of the deck is sound.

The overall condition of the house is considered to be good.

Drive Way:

There is a concrete drive way from the road to the double car garage. The concrete is badly cracked, with large pieces broken off near the road.

The overall condition of the drive way is considered to be poor.

Fence:

The chain link fence is not complete. The west side is not fenced. The existing fence has been damaged in several areas.

The overall condition of the chain link fence is considered to be poor.

Grounds:

The property drains from the south towards the Perdido River to the north. There is a large area of erosion, as the property slopes toward the river.

Boat Dock:

The boat dock is constructed from wood with approximately 200 sq. ft. Several pieces of wood need to be replace, but the decking has a solid feel.

Overall condition is considered to be fair.



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Account # 102453600

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____
 Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner
 Date: 9-20-13
 Comments: Both lots show significant erosion issues, the rear deck attached to the home, as well as the two docks along the waters edge exhibit conditions which may require extensive rehabilitation to alleviate structural integrity concerns.

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

From: Susan R. Holt
Sent: Thursday, August 22, 2013 10:07 AM
To: Judy Cantrell
Cc: Robert K Turpin
Subject: RE: Perdido River Boat Ramp

Judy,

OK. In that case the funding will be:
Fund 352 (LOST III), Cost Center 220102 (NESD Capital Projects), Obj Code 56101, Project 08NE0018 (Boat Ramps).

Thanks,
Susan

From: Judy Cantrell
Sent: Thursday, August 22, 2013 10:05 AM
To: Susan R. Holt
Subject: RE: Perdido River Boat Ramp

Susan:

I have been tasked with just asking the BCC to approve the appraised value of \$260,000.

*Judy Cantrell
Real Estate Acquisition Specialist
Escambia County Public Works Department
(850) 595-3421*

From: Susan R. Holt
Sent: Thursday, August 22, 2013 9:54 AM
To: Judy Cantrell
Subject: RE: Perdido River Boat Ramp

Judy,
How much money are we talking?
Thanks,
Susan

From: Judy Cantrell
Sent: Thursday, August 22, 2013 9:54 AM
To: Susan R. Holt
Subject: Perdido River Boat Ramp

Good Morning Susan:

I have been asked to prepare a BCC recommendation for the purchase of 2 parcels of property on Mobile Highway and Perdido River (Boat Ramp).

Can you please verify the funding source. We are trying to get this on the 9/5 BCC.

Please let me know if you have questions.



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 Appraised value: \$300,000
 Received by: Larry Goodwin

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: William Turner, Division Manager, Facilities Management
 Date: 09/20/2013
 Comments: No concerns / see attached from Facilities Management

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner, Risk Analyst
 Date: 09/20/2013
 Comments: No concerns / see attached from Risk Management

Engineering Department - Review of Survey or Boundary Map


Completed by: RICK COLOCADO
 Date: 10-01-2013
 Comments: REVIEWED CERTIFIED BOUNDARY SURVEY - DID NOT FIELD VERIFY.

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 (LOST III), Cost Center 220102 (NESD Capital Projects), Object Code 56101, Project 08NE0018 (Boat Ramps)
 Verified by: Susan Holt
 Date: 08/22/2013
 Comments: See attached memo from Susan Holt

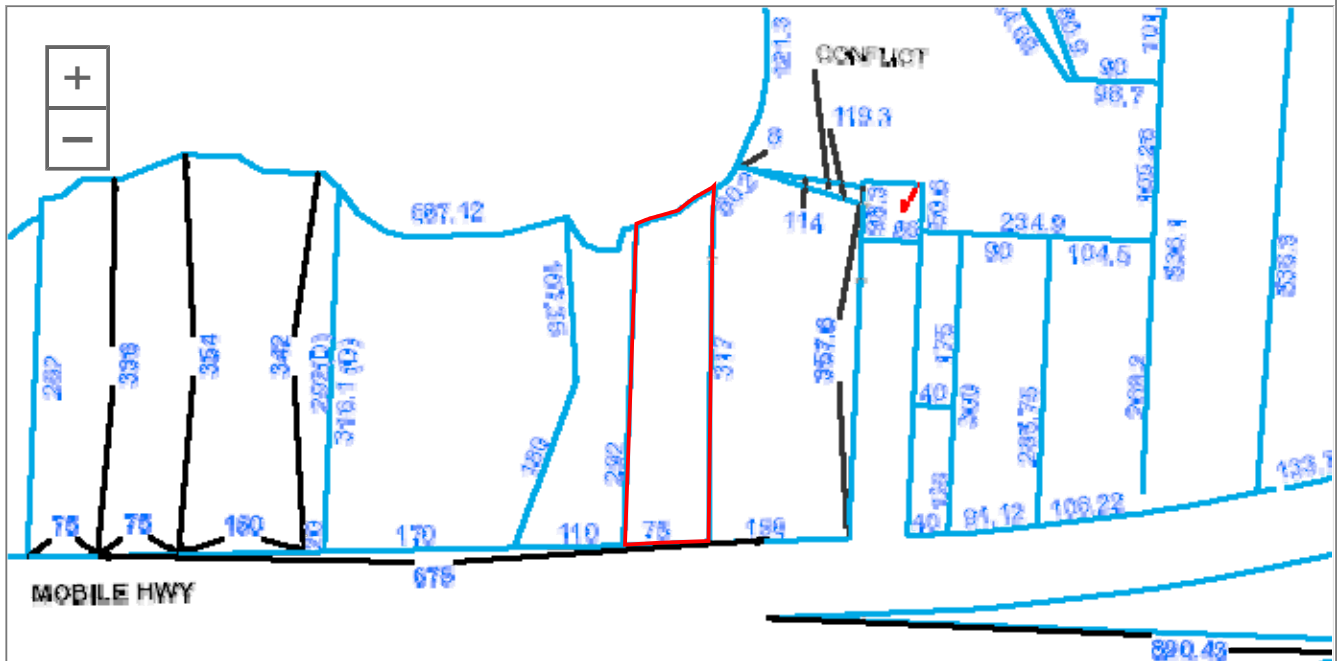
Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

← Navigate Mode  Account  Reference →

[Restore Full Page Version](#)

Amendment 1/Portability Calculations



Buildings

Building 1 - Address: 11790 MOBILE HWY, Year Built: 1992, Effective Year: 1992

Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-BRICK-FACE
NO. PLUMBING FIXTURES- 7.00
DWELLING UNITS- 1.00
ROOF FRAMING-HIP-HI PITCH
ROOF COVER-DIMEN/ARCH SHNG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-TILE/STAIN CONC/BRICK
NO. STORIES- 1.00
FLOOR COVER-CARPET
DECOR/MILLWORK-ABOVE AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

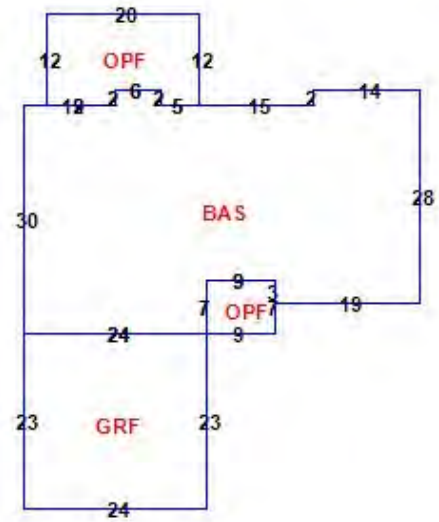


Areas - 2304 Total SF

BASE AREA - 1461

GARAGE FIN - 552

OPEN PORCH FIN - 291







Images



5/6/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Source: Escambia County Property Appraiser

Parcel "B" [Navigate Mode](#)  [Account](#)  [Reference](#)
[Restore Full Page Version](#)**General Information**

Reference: 101S325001002001
Account: 102448200
Owners: HERNDON RICKY &
HERNDON TRACI
Mail: 8190 BELLE PINES LN
PENSACOLA, FL 32526
Situs: RUBY FISH CAMP RD 32526
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$0
Land: \$24,900

Total: \$24,900
[Save Our Homes:](#) \$0

[Disclaimer](#)[Amendment 1/Portability Calculations](#)**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/27/2008	6395	580	\$43,000	WD	View Instr
10/27/2008	6395	578	\$100	QC	View Instr
01/2002	6395	577	\$100	OT	View Instr
12/1984	1996	84	\$100	QC	View Instr
01/1976	988	762	\$12,000	WD	View Instr
01/1976	1040	126	\$12,300	WD	View Instr
01/1975	898	468	\$3,100	SM	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and
Comptroller

2013 Certified Roll Exemptions

None

Legal Description

BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT
N 94 32/100 FT W 75 FT N 3 DEG 9 MIN W 317 FT TO...

Extra Features

None

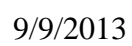
Parcel Information[Launch Interactive Map](#)**Section Map**

Id:
[10-1S-32](#)

Approx. Acreage:
1.2300

Zoned:
R-R

Evacuation & Flood Information
[Open Report](#)



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File Number - 25943
Project Name - Perdido River Boat Ramp

Effective Date: October 15, 2013 at 8:00 a.m.

1. Policy or policies to be issued:

ALTA Owners 2006 with Florida Modifications

OWNER'S: \$346,500.00

PROPOSED INSURED: Escambia County, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

Ricky Herndon and Traci E. Herndon, husband and wife,
by virtue of Deeds recorded on Official Records Book 6395, Page 580
and Official Records Book 7012, Page 1045.

3. The land referred to in this Commitment is described as follows:

A portion of Section 10, Township 1 South, Range 29 West, Escambia County, Florida, described as Parcel 1 and Parcel 2 on Exhibit "A" attached hereto and made a part hereof.

AMERICAN GOVERNMENT SERVICES CORPORATION

COUNTERSIGNED: M. Cooper Shie

Exhibit "A"

PARCEL 1:

That portion of Government Lot 7, Section 10, Township 1 South, Range 32 West Escambia County, Florida, described as follows: Commencing at the Southeast corner of said Lot 7, thence North 90 degrees 00 minutes 00 seconds West, along the South line of said Lot, a distance of 820.43 feet; thence North 0 degrees 00 minutes 00 seconds East 94.32 feet to an iron pipe in the North right of way line of U.S. Highway No. 90; thence South 86 degrees 51 minutes 00 seconds West along said North line 75.00 feet to an iron pipe for the Point of Beginning; thence continue South 86 degrees 51 minutes 00 seconds West, along said North right of way line, a distance of 75.00 feet to an existing iron pipe; thence North 3 degrees 17 minutes 46 seconds West, 281.86 feet to an iron pipe; thence continue North 3 degrees 17 minutes 46 seconds West, 10.0 feet, more or less to the waters of Perdido River; thence Northeasterly along said waters, 82 feet more or less, to a point North 3 degrees 17 minutes 46 seconds West of the Point of Beginning; thence South 3 degrees 17 minutes 46 seconds East, 325 feet, more or less, to the Point of Beginning.

PARCEL 2:

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West; thence West along the South line of Lot 7 a distance of 820.43 feet; thence North 94.32 feet; thence West 75 feet; thence North 03 degrees 09 minutes 00 seconds West 317.00 feet to Perdido River for a point of beginning; thence South 03 degrees 09 minutes East over line last traversed 317.00 feet; thence east along curve of State Road No. 10 150.00 feet; thence North 00 degrees 56 minutes East 357.60 feet; thence North 85 degrees 14 minutes West 114.00 feet to said Perdido River; thence Southwesterly along said River 80.18 feet more or less to the point of beginning. All lying and being in Escambia County, Florida. Less and except any portion of captioned property lying within the road right of way of U.S. Highway 90 also known as Mobile Highway. Less and except that portion recorded in Official Record Book 3024, Page 846 of the Public Records of Escambia County.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1

File Number - 25943
Project Name - Perdido River Boat Ramp

The following requirements to be complied with:

1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
 - a. Warranty Deed from Ricky Herndon and Traci E. Herndon, husband and wife, to Escambia County, a political subdivision of the State of Florida, conveying the land described in Exhibit "A".
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.
5. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there does not exist pending assessments or liens, against the property not shown by the Public Records.
6. Proof of payment of any County and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
7. Proof of payment for any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
8. Secure and Record a Satisfaction of that certain Mortgage executed by Ricky Herndon and Traci E. Herndon, husband and wife, in favor of Harvesters Federal Credit Union, dated May 2, 2013 and recorded on May 6, 2013 in Official Records Book 7012, Page 1047, of the Public Records of Escambia County, Florida, in the original principal amount of \$200,000.00.

Note: Tax Account # 10-2448-200: Taxes for 2012 have been paid in the amount of \$429.56. Homestead exemption was not filed in 2012.

AND Tax Account # 10-2453-600: Taxes for 2012 have been paid in the amount of \$801.47. Homestead exemption was filed in 2012.

The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

NOTE: All Schedule B, Section 1 requirements are to be met and deleted at closing.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2

File Number - 25943
Project Name - Perdido River Boat Ramp

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters, which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled or artificially exposed lands and lands accreted to such lands.
7. Taxes for the year 2013 and subsequent years, which are not yet due and payable.
8. Any Lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
9. Any County and/or municipal resolution for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 (Cont.)**

File Number - 25943
Project Name - Perdido River Boat Ramp

11. The right, if any, of the public to use as a public beach or recreation area any part of the land seaward of the most inland of any of the following: A) the natural line of vegetation; B) the most extreme high water line; C) the bulkhead line; and D) any other line which has been legally established as relating to such public use.
12. The nature, extent, or existence of riparian rights others are not insured.
13. Any and all rights of the United States of America over any lands now or formerly lying under navigable waters, arising by reason of the authority of the United States of America to control navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
14. Subject to right of way of Mobile Highway and rights of way to State Road Department of Florida as described in that certain Instrument recorded Deed Book 138, Page 549 and Quit Claim Deeds to State Road Department of Florida recorded in Deed Book 236, Page 388, Deed Book 239, Page 403 and Deed Book 239, Page 399, all of the Public Records of Escambia County, Florida.
15. Subject to Easement to Southern Bell Telephone and Telegraph Company, recorded in Deed Book 172, Page 483, of the Public Records of Escambia County, Florida.
16. Subject to Easement to Gulf Power Company, recorded in Deed Book 380, Page 282, of the Public Records of Escambia County, Florida.
17. Subject to right of way of Ruby's Fish Camp Road.

NOTE: Schedule B, Section 2 exceptions 1, 2, 5, 8, and 9 will be deleted at closing.

NOTE: Schedule B, Section 2 exceptions 3 and 4 may be deleted upon review of satisfactory survey.

PROPERTY ACQUISITIONS / HIGHWAY 90 (Mobile Highway) @ PERDIDO RIVER



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 08/07/13 DISTRICT 1



COUNTY PROPERTY / 4.83 ACRES



HERNDON PROPERTY / Two parcels

Parcel "A" / Property Reference Number: 10-1S-32-7004-000-019 / Account # 102453600

Parcel "B" / Property Reference Number: 10-1S-32-5001-002-001 / Account # 102448200

Escambia County Tax Collector

generated on 10/17/2013 9:31:49 AM CDT

Tax Record

Last Update: 10/17/2013 9:31:49 AM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number 10-2448-200		Tax Type REAL ESTATE		Tax Year 2012	
Mailing Address HERNDON RICKY & HERNDON TRACI 8190 BELLE PINES LN PENSACOLA FL 32526		Property Address 0 RUBY FISH CAMP RD		GEO Number 101S32-5001-002-001	
Exempt Amount See Below		Taxable Value See Below			
Exemption Detail NO EXEMPTIONS		Millage Code 06		Escrow Code	
Legal Description (click for full description) 101S32-5001-002-001 0 RUBY FISH CAMP RD BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 94 32/100 FT W 75 FT N 3 DEG 9 MIN W 317 FT TO PERDIDO RIVER FOR POB S 3 DEG 9 MIN E OVER LI LAST TRAVERSED 317 FT E ALG See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	27,075	0	\$27,075	\$188.86
PUBLIC SCHOOLS					
By Local Board	2.2480	27,075	0	\$27,075	\$60.86
By State Law	5.5100	27,075	0	\$27,075	\$149.18
SHERIFF	0.6850	27,075	0	\$27,075	\$18.55
WATER MANAGEMENT	0.0400	27,075	0	\$27,075	\$1.08
Total Millage		15.4585	Total Taxes		\$418.53
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
NFP	FIRE (CALL 595-4960)				\$11.03
Total Assessments					\$11.03
Taxes & Assessments					\$429.56
If Paid By					Amount Due
					\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
3/26/2013	PAYMENT	68741.0001	2012	\$429.56

Prior Year Taxes Due

NO DELINQUENT TAXES

Escambia County Tax Collector

generated on 10/17/2013 9:32:25 AM CDT

Tax Record

Last Update: 10/17/2013 9:32:24 AM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number 10-2453-600		Tax Type REAL ESTATE		Tax Year 2012	
Mailing Address MONSOUR MICHAEL R 11790 MOBILE HWY PENSACOLA FL 32526		Property Address 11790 MOBILE HWY		GEO Number 101S32-7004-000-019	
Exempt Amount See Below		Taxable Value See Below			
Exemption Detail		Millage Code		Escrow Code	
HX 25000		06			
HB 25000					
Legal Description (click for full description) 101S32-7004-000-019 11790 MOBILE HWY BEG AT SE COR OF LT 7 N 90 DEG W 820 43/100 FT N 0 DEG E 94 32/100 FT TO N R/W LI OF US HWY 90 S 86 DEG 51 MIN W 75 FT FOR POB CONT S 86 DEG 51 MIN W 75 FT N 3 DEG 17 MIN 46 SEC W 281 See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	85,962	50,000	\$35,962	\$250.85
PUBLIC SCHOOLS					
By Local Board	2.2480	85,962	25,000	\$60,962	\$137.04
By State Law	5.5100	85,962	25,000	\$60,962	\$335.90
SHERIFF	0.6850	85,962	50,000	\$35,962	\$24.63
WATER MANAGEMENT	0.0400	85,962	50,000	\$35,962	\$1.44
Total Millage		15.4585	Total Taxes	\$749.86	
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
NFP	FIRE (CALL 595-4960)				\$85.00
Total Assessments					\$85.00
Taxes & Assessments					\$834.86
If Paid By					Amount Due

\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/5/2012	PAYMENT	236424.0001	2012	\$801.47

Prior Year Taxes Due

NO DELINQUENT TAXES

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Linda Salter
SURETY LAND TITLE OF FLORIDA, LLC
2600 NORTH 12TH AVE.
PENSACOLA, FL 32503

Property Appraisers Parcel Identification (Folio) Numbers:

101532 - 5001 - 002 - 001

WARRANTY DEED

Space A bove This Line For Recording Data

THIS WARRANTY DEED, made the 27th day of October, 2008 by Carol E. Cooper, a single woman, whose post office address is 19540 County Road #64, Robertsdale, AL 36567 herein called the grantor, to Ricky Herndon and Traci Herndon, husband and wife, whose post office address is 8190 Belle Pines Lane, Pensacola, FL 32526, hereinafter called the Grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz.:

FOR LEGAL DESCRIPTION, SEE EXHIBIT 'A' ATTACHED HERETO AND MADE PART HEREOF.

Subject to easements, restrictions and reservations of record and taxes for the year 2008 and thereafter.

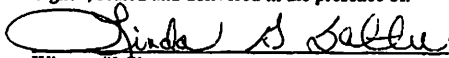
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

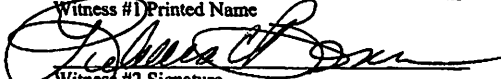
AND, the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:


Witness #1 Signature

LINDA G. SALTER
Witness #1 Printed Name


Witness #2 Signature

REBECCA C BONNER
Witness #2 Printed Name


Carol E. Cooper

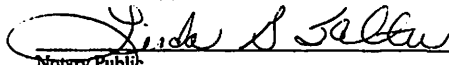
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of October, 2008 by Carol E. Cooper who is personally known to me or has produced driver's license as identification.

SEAL

Linda G. Salter
Notary Public State of Florida
My Commission No. DD 668962
My Commission Expires June 17, 2011


Notary Public

Printed Notary Name

My Commission Expires:

EXHIBIT "A"

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West; thence West along the South line of Lot 7 a distance of 820.43 feet; thence North 94.32 feet; thence West 75 feet; thence North 03 degrees 09 minutes 00 seconds West 317.00 feet to Perdido River for a point of beginning; thence South 03 degrees 09 minutes East over line last traversed 317.00 feet; thence east along curve of State Road No. 10 150.00 feet; thence North 00 degrees 56 minutes East 357.60 feet; thence North 85 degrees 14 minutes West 114.00 feet to said Perdido River; thence Southwesterly along said River 80.18 feet more or less to the point of beginning. All lying and being in Escambia County, Florida.

Less and except any portion of captioned property lying within the road right of way of U.S. Highway 90 also known as Mobile Highway.

Less and except that portion recorded in Official Record Book 3024, Page 846 of the Public Records of Escambia County.

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of roadway: RUBY'S Fish Camp Road

Legal Address of Property: Ruby's Fish Camp Road , Beulah, Florida

The County (☒) has accepted (☐) has not accepted the abutting roadway for maintenance.

This form completed by: Linda G Salter
Surety Land Title, Inc.
2600 North 12th Avenue
Pensacola, FL 32503

AS TO SELLER (S):

Witness to Seller(s):

Carol E. Cooper
Carol E. Cooper

Linda Salter

AS TO BUYER (S):

Witness to Buyer(s):

Ricky Herndon
Ricky Herndon

Traci Herndon
Traci Herndon

Linda Salter

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS. Effective: 4/15/95

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)
ESCAMBIA COUNTY HEALTH DEPARTMENT**

Attention: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1 – 29.180(5) of this Ordinance, the Escambia County Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of property. An approval letter issued by the ECHD must be presented at closing of property sale or transfer of title

Legal Address of Property: parcel on Ruby's Fish Camp Road
Beulah, Florida

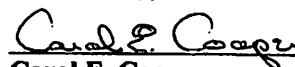
Approval Letter Attached Hereto ()

Approval Letter not required-property North of Well Line Road ()

Approval Letter not required – Property is unimproved (x)

Sewer ()

As to Seller (s)

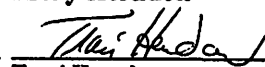


Carol E. Cooper

As to Buyer (s)



Ricky Herndon



Traci Herndon

This form completed by: **Linda G Salter**
Surety Land Title of Florida, LLC.
2600 North 12th Avenue
Pensacola, FL 32503

Prepared by and return to:
Deedra L. Lamy
Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501
850-434-3223
File Number: 13-8647

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 2nd day of May, 2013 between Michael R. Monsour, a single man whose post office address is 11790 Mobile Highway, Pensacola, FL 32526, grantor, and Ricky Herndon and Traci E. Herndon, husband and wife whose post office address is 8190 Belle Plines Lane, Pensacola, FL 32526, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

That, portion of Government Lot 7, Section 10, Township 1 South, Range 32 West Escambia County, Florida, described as follows: Commencing at the Southeast corner of said Lot 7, thence North 90 degrees 00 minutes 00 seconds West, along the South line of said Lot, a distance of 820.43 feet; thence North 0 degrees 00 minutes 00 seconds East 94.32 feet to an iron pipe in the North right of way line of U.S. Highway No. 90; thence South 86 degrees 51 minutes 00 seconds West along said North line 75.00 feet to an iron pipe for the Point of Beginning; thence continue South 86 degrees 51 minutes 00 seconds West, along said North right of way line, a distance of 75.00 feet to an existing iron pipe; thence North 3 degrees 17 minutes 46 seconds West, 281.86 feet to an iron pipe; thence continue North 3 degrees 17 minutes 46 seconds West, 10.0 feet, more or less to the waters of Perdido River; thence Northeasterly along said waters, 82 feet more or less, to a point North 3 degrees 17 minutes 46 seconds West of the Point of Beginning; thence South 3 degrees 17 minutes 46 seconds East, 325 feet, more or less, to the Point of Beginning.

Parcel Identification Number: 101S327004000019

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

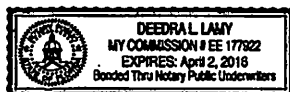
Deedra L. Lamy
Witness Name: Deedra L. Lamy
Sara Auerbach
Witness Name: Sara Auerbach

Michael R. Monsour
Michael R. Monsour

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 2nd day of May, 2013 by Michael R. Monsour, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Deedra L. Lamy
Notary Public

Printed Name: Deedra L. Lamy

My Commission Expires: April 2, 2016

Abutting Roadway Maintenance

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ATTENTION: Pursuant to Escambia County Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to Buyers whether abutting roadways will be maintained by Escambia County, and if not what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V. requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: 11790 Mobile Highway, Pensacola, FL 32526 and xxxx Ruby Fish Camp Road, Pensacola, FL 32526

THE COUNTY (x) HAS ACCEPTED () HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

If not, it will be the responsibility of _____ to maintain, repair and improve the road.

This form completed by:

Michael D. Tidwell, Attorney
811 North Spring Street
Pensacola, Florida 32501

Michael R. Monsour Date May 2, 2013
Michael R. Monsour

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of May, 2013 by Michael R. Monsour, a single man who has produced a driver's license as identification.

Deedra L. Lamy
Notary Public



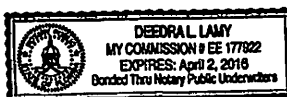
Ricky Herndon Date May 2, 2013
Ricky Herndon

Traci E. Herndon Date May 2, 2013
Traci E. Herndon

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of May, 2013 by Ricky Herndon and Traci E. Herndon, husband and wife who have produced a driver's license as identification.

Deedra L. Lamy
Notary Public



Prepared by and return to:
Deedra L. Lamy
Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501
850-434-3223
File Number: 13-8647
Loan Number: 95130-L21

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MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated May 2, 2013, together with all Riders to this document.
(B) "Borrower" is Ricky Herndon and Traci E. Herndon, husband and wife. Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is Harvesters Federal Credit Union. Lender is organized and existing under the laws of the State of Florida. Lender's address is 480 South Highway 29, Cantonment, FL 32533. Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated May 2, 2013. The Note states that Borrower owes Lender Two Hundred Thousand and 00/100 Dollars Dollars (U.S. \$200,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 15, 2028.
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County of Escambia:

PARCEL 1:

That portion of Government Lot 7, Section 10, Township 1 South, Range 32 West Escambia County, Florida, described as follows: Commencing at the Southeast corner of said Lot 7, thence North 90 degrees 00 minutes 00 seconds West, along the South line of said Lot, a distance of 820.43 feet; thence North 0 degrees 00 minutes 00 seconds East 94.32 feet to an iron pipe in the North right of way line of U.S. Highway No. 90; thence South 86 degrees 51 minutes 00 seconds West along said North line 75.00 feet to an iron pipe for the Point of Beginning; thence continue South 86 degrees 51 minutes 00 seconds West, along said North right of way line, a distance of 75.00 feet to an existing iron pipe; thence North 3 degrees 17 minutes 46 seconds West, 281.86 feet to an iron pipe; thence continue North 3 degrees 17 minutes 46 seconds West, 10.0 feet, more or less to the waters of Perdido River; thence Northeasterly along said waters, 82 feet more or less, to a point North 3 degrees 17 minutes 46 seconds West of the Point of Beginning; thence South 3 degrees 17 minutes 46 seconds East, 325 feet, more or less, to the Point of Beginning.

PARCEL 2:

Commencing at the Southeast corner of Lot 7, Section 10, Township 1 South, Range 32 West; thence West along the South line of Lot 7 a distance of 820.43 feet; thence North 94.32 feet; thence West 75 feet; thence North 03 degrees 09 minutes 00 seconds West 317.00 feet to Perdido River for a point of beginning; thence South 03 degrees 09 minutes East over line last traversed 317.00 feet; thence east along curve of State Road No. 10 150.00 feet; thence North 00 degrees 56 minutes East 357.60 feet; thence North 85 degrees 14 minutes West 114.00 feet to said Perdido River; thence Southwesterly along said River 80.18 feet more or less to the point of beginning. All lying and being in Escambia County, Florida. Less and except any portion of captioned property lying within the road right of way of U.S. Highway 90 also known as Mobile Highway. Less and except that portion recorded in Official Record Book 3024, Page 846 of the Public Records of Escambia County.

which currently has the address of 11790 Mobile Highway, Pensacola, FL 32526 and xxxx Ruby Fish Camp Road, Pensacola, FL 32526 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

16th day of November A.D. 1934.

Attest:

C.W. Eggart,
Secretary.

(Corporate Seal)

Real Estate Securities Company, a corporation.
By Geo. P. Wentworth,
President.

Signed, sealed and delivered in
the presence of:

D.F. Beovich
C.R. Vaughn

State of Florida:

Escambia County:

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared Geo. P. Wentworth, well known to me and known to me to be the individual described by that name in and who executed the foregoing instrument, and to be the President of the Real Estate Securities Company, a corporation, and acknowledged and declared that he, as President of the said corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and seal official this 16th day of November A.D. 1934.

(Notarial Seal)

D.F. Beovich,
Notary Public
My commission expires July 28, 1937.

#29222

Herman Sidner, et ux. to State of Florida, filed Nov. 19, 1934. 1:15PM

THIS DEED, Made and entered into this 14th day of November 1934, by and between Herman Sidner and Clara Sidner of Escambia County, Florida, parties of the first part and the State of Florida, party of the second part,

WHEREAS, It is proposed by the party of the second part, through the State Road Department of Florida to locate and construct a part of State Road No. 1, in Escambia County, Florida, over the lands of the parties of the first part; and,

WHEREAS: It is necessary that said highway be located and constructed over the lands of the parties of the first part, in accordance with plat and survey of said road over said lands, on file in the office of the State Road Department of Florida;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of One Dollar, and other good and valuable considerations paid by second party to first parties, the receipt whereof is hereby acknowledged, the said parties of the first part have granted, bargained and sold unto the said party of the second part, its successors and assigns forever the following described land lying and being in Escambia County, State of Florida, to-wit:

An additional 67 feet of right-of-way on the North side of the present State Road No. 1, over through and across the following described land: Beginning at the intersection of the North side of State Road No. 1 with Perdido River, thence East along State Road No. 1, 1128 feet, thence North 750 feet, thence West 425 feet to Perdido River, thence South along River to point of beginning, in Section 10, Twp. 1 South Range 32 West.

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Witness the hands and seals of the said parties of the first part the date first above written.

Signed, sealed and delivered in
the presence of:
Loreno Campbell
Hoe C. Sibardson

Herman Sidner, (Seal)

Clara Sidner, (Seal)

State of Florida:

County of Escambia:

I HEREBY CERTIFY, That on this day personally appeared before me, an of-

DB 138/549

ficer duly authorized to administer oaths and take acknowledgments, Herman Sidner and Clara Sidener, to me well known to be the persons described in and who executed the foregoing deed, and severally acknowledged that they executed the same freely and voluntarily for the purpose therein expressed.

AND FURTHER CERTIFY, That the said Clara Sidener, known to me to be the wife of the said Herman Sidner, on a separate and private examination, taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing Deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the property described therein, and that she executed said Deed freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from her said husband.

Witness my hand and official seal at Pensacola, County of Escambia, and State of Florida, this 14th day of November 19 .

(Notarial Seal)

Lorene Campbell,
Notary Public, State of Florida,
My commission expires Sept. 10, 1935.

#29232

Wm. Anderson, et al. by Spec. Mas. to Harriet S. McIlwain, filed Nov. 19, 1934. 3:30PM

State of Florida:

(\$1.00 Gov. Stamp on cancelled)
(\$1.80 St. Stamp on cancelled)

Escambia County:

WHEREAS, by decree of foreclosure and sale rendered by the Honorable A.G. Campbell, Judge of the Circuit Court of the First Judicial Circuit of Florida, on the 25th day of September A.D. 1934, in a certain cause pending in the Circuit Court of Escambia County, Florida, in Chancery wherein Mrs. Harriet S. McIlwain, joined by her husband, Wm. E. McIlwain, was complainant, and W.R. Anderson, et al., were defendants, I, A.A. Fisher, an attorney-at-law, was appointed Special Master to make sale of the property mentioned in said decree of foreclosure and sale, and the said Special Master having given notice as required by law and by the said decree, of the property to be sold thereunder, and the time, place and terms of sale by publication in The Pensacola Herald, a newspaper published in the City of Pensacola, Florida, did offer for sale at public outcry on Monday, the 5th day of November A.D. 1934, the same being legal sales day, before the door of the County Court House in the City of Pensacola, Florida, during the legal hours of sale, to the highest and best bidder for cash the hereinafter described real estate, when Mrs. Harriet S. McIlwain appeared and bid for herself or her nominee for said hereinafter described real estate the sum of Seven Hundred Fifty (\$750.00) Dollars, and she being the highest, best and last bidder for the said property the same was openly and publicly cried off and sold to the said Mrs. Harriet S. McIlwain, or her nominee, at and for the sum of Seven Hundred Fifty (\$750.00) Dollars; and,

WHEREAS, the said sale was on the 7th day of November A.D. 1934, duly confirmed by the Judge of the Circuit Court of the First Judicial Circuit of Florida;

NOW, THIS INDENTURE WITNESSETH: That under and by virtue of the authority in me vested by the said decree, and for and in consideration of the premises, as well as the said sum of Seven Hundred Fifty (\$750.00) Dollars to me in hand paid by the said Mrs. Harriet S. McIlwain as aforesaid, the receipt whereof is hereby acknowledged, I, A.A. Fisher, an attorney-at-law, as Special Master as aforesaid, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Mrs. Harriet S. McIlwain, her heirs, and assigns forever, the following described real estate, situated, lying and being in the City of Pensacola, Escambia County, Florida, to-wit: The East thirty (30) feet of lot seven (7) and the west twenty (20) feet of lot eight (8) in block seventy-five (75) of the

FORM 1-A, REVISED

SRD NO. 6
 SECTION 4801
 STATE ROAD 1
 Escambia COUNTY

Individuals
 Co-Partnerships

QUIT CLAIM DEED

THIS INDENTURE Made this 3rd day of September, A. D. 1946, between Andrew Mateja and Bernice Mateja, his wife,

as part ies of the first part and THE STATE OF FLORIDA, as party of the second part.

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, paid, receipt of which is hereby acknowledged, do hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns, all right, title interest, claim and demand which the part ies of the first part have in and to the following described land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

(a) That part of

W $\frac{1}{2}$ of S $\frac{1}{2}$ of Government Lot 5; and Government Lot 7 of Section 10,
Township 1 South, Range 32 West

lying South of existing Pensacola-Mobile Highway and within 132 feet of the
survey line of State Road 1, Section 4801; and

(b) That part of:

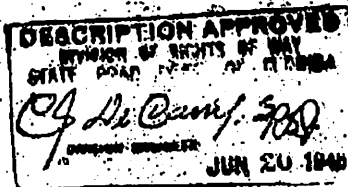
(1) A parcel of land described as:

Begin at the Southeast corner of said Section 10 and run thence West along its South line 3298 $\frac{1}{2}$ feet; thence North at right angles 106 $\frac{1}{2}$ feet to the North right of way of the Pensacola-Mobile Highway; to a piece of steel shafting the starting point of this description; thence continue North 750 feet; thence West to the Perdido River; then South-westward along the Perdido River to the said North right of way line; thence Eastward along said North right of way line 1228 feet more or less to the starting point of this description. Less 40 feet East and West by 125 feet North and South in Southeast corner deeded to William C. Jackson, deed recorded in Deed Book 157, page 336 of the public records of Escambia County, Florida.

(2) W $\frac{1}{2}$ of S $\frac{1}{2}$ of Government Lot 5 and that part of Government Lot 7
East of a line (North and South) which is 1322 $\frac{1}{2}$ feet East of intersection of
East line of Perdido River and North side of existing Pensacola-Mobile Highway
lying North of and within 68 feet of the survey line of State Road 1, Section
4801, said survey line being described as passing over and across Section 10,
Township 1 South, Range 32 West as follows:

Begin on the East line of Section 10, Township 1 South, Range 32 West at a point 3051.13 feet South of the Northeast corner of said Section 1. Thence run South 51°45'15" West 2489.66 feet to the beginning of a curve, concave to the Northwesterly and having a radius of 2864.94 feet and a central angle of 35°45'; Thence run Southwesterly along the arc of said curve 1787.50 feet to the point of tangency; Thence run South 87°30'15" West 1340 feet, more or less to the center of Perdido river;

Land herein conveyed contains 6.2 acres, more or less.



TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said parties of the first part, in law or in equity to the only proper use, benefit, and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, said parties of the first part have hereunto set our hands and seal S the date first above written.

Signed, sealed and delivered in the presence of:

W. J. Ray
George Matiza
As to:

Andrew Matiza
Bernice Matiza (SEAL)

As to:

(SEAL)

As to:

(SEAL)

Signature of the witnesses required above by Florida law.

STATE OF Florida
COUNTY OF Escambia

Before me personally appeared Andrew Matiza and Bernice Matiza his wife, to me well known and known to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed. And the said Bernice Matiza wife of the said Andrew Matiza upon a separate and private examination by me taken separate and apart from her said husband, acknowledged to and before me that she executed said instrument freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from her said husband.

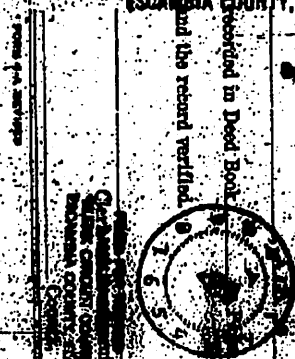
WITNESS my hand and official seal this 3rd day of Sept, 1946
(Notarial Seal) William T. Ray

Notary Public in and for the County and State aforesaid.

FILED SEP 4 1946

RECORDED IN THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA, IN THE BOOK AND PAGE NOTED ABOVE

William T. Ray
Deputy Clerk



FILED FOR RECORD	TO	FROM
STATE OF FLORIDA		
CLERK OF THE COURT		
Escambia County		
SEP 4 1946		

QUIT CLAIM DEED

BOOK 239 PAGE 403

FORM 1-A REVISED

SRD NO. 42
SECTION 4501
STATE ROAD 1
Escambia COUNTY

Individuals
Co-Partnerships

QUIT CLAIM DEED

THIS INDENTURE Made this 24 day of Sept, 1946, between W. G. Jackson (Single), A. D.

as part of the first part and THE STATE OF FLORIDA, as party of the second part.

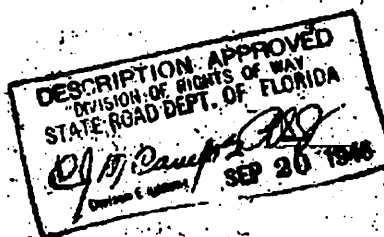
WITNESSETH, That the said part of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, paid, receipt of which is hereby acknowledged, do hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns, all right, title interest, claim and demand which the part of the first part has in and to the following described land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

That portion of the following described land:

"Beginning at the intersection of paved road with East line of Perdido River; thence run Easterly along paved highway 1128 feet for POINT OF BEGINNING; thence run North 300 feet; thence East 194 1/2 feet; thence South 300 feet to highway; thence Westerly along highway 194 1/2 feet to POINT OF BEGINNING, begin in Section 10, Township 1 South, Range 32 West."

lying within 66 feet Northerly of the survey line of Section 4501 of State Road 1, more particularly described as a triangular parcel of land as begun in at a fence corner marking the Southeast corner of said grantor's land, run Westerly along South line of said land 181 feet more or less, to North right of way line of State Road 1, Section 4501; thence Northeasterly along said right of way line, which is the arc of a curve concave to the Northwesterly having a radius of 2696.94 feet, a distance of 153 feet, more or less, to fence line marking Eastern boundary of grantor's land; thence Southerly along said fence line to point of beginning.

Land herein conveyed contains .06 acres, more or less.



Form 1-1 Revised

SRD NO. 1-1 Revised

SECTION 4801

STATE ROAD 1

Escambia

COUNTY

Corporation

QUIT CLAIM DEED

THIS INDENTURE Made this 24 day of Sept. A. D. 1946
between Esso Gant Oil Company

a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the City of Panama City, County of Escambia, State of Florida, as party of the first part, and THE STATE OF FLORIDA, as party of the second part.

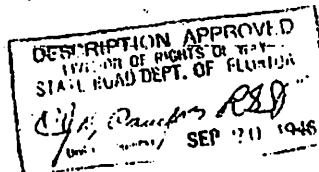
WITNESSETH, that the party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns forever the following described land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

an undivided $\frac{1}{2}$ interest in and to
that portion of the following described land:

"Beginning at the intersection of paved road with East line of Perdido River; thence run Easterly along paved highway 1123 feet for point of beginning; thence run North 300 feet; thence East 194 $\frac{1}{2}$ feet, thence South 300 feet to highway, thence Westerly along highway 194 $\frac{1}{2}$ feet to point of beginning, being in Section 10, Township 1 South, Range 32 West."

lying within 66 feet Northerly of the survey line of Section 4801 of State Road 1, more particularly described as a triangular parcel of land as beginning at a fence corner marking the Southeast corner of said grantor's land, run Westerly along South line of said land 181 feet more or less to North right of way line of State Road 1, Section 4801; thence Northeasterly along said right of way line, which is the arc of a curve concave to the Northwest having a radius of 2696.94 feet, a distance of 183 feet more or less to fence line marking Eastern boundary of grantor's land; thence Southerly along said fence line to point of beginning.

Land herein conveyed contains .06 acre, more or less.

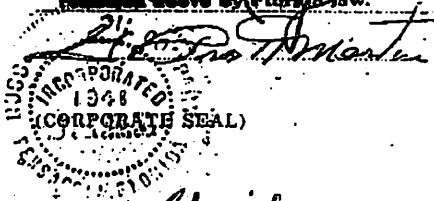


TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the party of the first part, in law or in equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its President, and its corporate seal to be hereto affixed, attested by its Secretary, the date first above written.

Signed, sealed and delivered in the presence of:

[Signature] Two witnesses
present and sworn by Florida law.



Russ Hart Oil Co.
BY: *J. D. Russ* PRESIDENT
ATTEST: *[Signature]* SECRETARY

STATE OF *Florida*
COUNTY OF *Essex*

Before me personally appeared *J. D. Russ* and *[Signature]* known to me to be the *President* and *Secretary* respectively of *Russ Hart Oil Co.* the corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation, executed the same; and then and there the said *J. D. Russ* and the said *[Signature]* did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said Corporation.

WITNESS my hand and official seal this *24th* day of *Sept* 19*48*
William J. Ray
Notary Public in and for the County and State aforesaid.

FILED OCT-28-1948
11:30 O'CLOCK PM RECORDED IN THE PUBLIC RECORDS OF
ESSEX COUNTY, FLORIDA, IN THE BOOK AND PAGE NOTED ABOVE

LANGLEY SEAL Clerk Circuit Court
by *[Signature]* Deputy Clerk

My commission expires: State of Florida at Large
My commission expires October 5, 1947
Signed by American Surety Co. of N. Y.

QUIT CLAIM DEED	
SECTION	STATE ROAD
FROM	TO
STATE OF FLORIDA	
Dated	19
FILED FOR RECORD	
in the office of the Clerk of the Circuit Court	
for the County of - OCT-28-1948	
State of Florida, on the day of	
recorded in Deed Book	and Page
and the record verified	
FILED FOR RECORD	
CLERK OF THE CIRCUIT COURT	
ESSEX COUNTY, FLA.	
County, Florida	

DB 172/483

have any interest in the County of Escambia and State of Florida, and upon, along and/or under the roads, streets, or highways adjoining the said property, and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, and with the further right to trim and cut down and to keep trimmed and cut down all trees and undergrowth within 50 feet of said line, and in addition thereto, the grantee shall have the right to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to reach the wires in falling; said sum being received in full payment for the rights herein granted.

Ex NW 1/4, Sec. 18, T-1-S, R-31 W.

Witness my hand and seal this 10 day of August, 1942, at Pensacola, Florida.

Witnesses:
Mildred H. Darsey
Rodney P. Turner

F. G. Darsey (L.S.)

STATE OF FLORIDA:

COUNTY OF ESCAMBIA:

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments in the next above named state and County, personally appeared F. G. Darsey to me well known to be the individual who described in and who executed the foregoing instrument, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Pensacola, County of Escambia, and State of Florida this 10th day of August, A. D. 1942.

Rodney P. Turner,
Notary Public State of Florida at large.
My commission expires Oct. 24, 1944.

(Notarial Seal)

#21318

Andrew Mateja et ux, to Southern Bell Tel. & Tele. Co. filed Nov. 10, 1942. 2:30 P. M.

GENERAL PERMIT.

\$5 00/100 Received of the Southern Bell Telephone and Telegraph Company (Incorporated)

Five and No/100 Dollars in consideration of which I hereby grant unto said Company, its associated and allied companies, their respective successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, and for the general transmission of intelligence, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, across, over and/or under the property which I own or in which I have any interest in the County of Escambia, and State of Florida and upon, along and/or under the roads, streets, or highways adjoining the said property, and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, and with the further right to trim and cut down and to keep trimmed and cut down all trees and under growth within 50 feet of said line, and in addition thereto, the grantee shall have the right to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to reach the wires in falling; said sum being received in full payment for the rights herein granted.

Section 10, T-1-S, R-32 W. That part of lot No. 7, South of the Mobile Highway to remove trees; Brush etc.

Witness my hand and seal this 21 day of August, 1942, at Mescogee, Fla.

Witnesses:
J. T. Pondy
Rodney P. Turner

Andrew Mateja (L.S.)
By Julia Mateja (L.S.)

STATE OF FLORIDA:

COUNTY OF ESCAMBIA:

I hereby certify that on this day, before me, an officer duly authorized to administer

DB 172/484

oaths and take acknowledgments, in the next above named state and County personally appeared Andrew Mateja By Julia Mateja, to me well known to be the individual who described in and who executed the foregoing instrument, and who acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Muscogee, County of Escambia and State of Florida, this 21 day of August A. D. 1942.

(Notarial Seal)

Rodney P. Turner,
Notary Public, State of Florida at large.
My commission expires Oct. 24, 1944.

INDEXED

Brown Rainwater et al, to Southern Bell Tel. and Tele. Co., filed Nov. 10, 1942: 2:30 P. M.

GENERAL PERMIT

\$100.00 Received of the Southern Bell Telephone and Telegraph Company, (Incorporated)

One Hundred and No/100 Dollars in consideration of which I hereby grant unto said Company, its associated and allied companies, their respective successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, and for the general transmission of intelligence, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, cross, over and/or under the property which I own or in which I have any interest in the County of Escambia and State of Florida and upon, along and/or under the roads, streets, or highways adjoining the said property, and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, and with the further right to trim and cut down and to keep trimmed and cut down all trees and undergrowth within 50 feet of said line, and in addition thereto, the grantee shall have the right to cut down, from time to time all dead, weak, leaning or dangerous trees that are tall enough to reach the wires in falling; said sum being received in full payment for the rights herein granted.

Sec. 10, 11, 13, 14, 15, T-1-S, R-32 W. Sec. 16, T-1-S, R-31 W. W $\frac{1}{2}$ of NW $\frac{1}{4}$.

Witness my hand and seal this 13th day of August, 1942, at Pensacola, Florida.

Witnesses:
C. T. McMurry,
Rodney P. Turner.

Brown Rainwater (L.S.)
Crawford Rainwater (L.S.)

STATE OF FLORIDA:

COUNTY OF ESCAMBIA:

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, in the next above named state and county, personally appeared Brown Rainwater and Crawford Rainwater to me well known to be the individual who described in and who executed the foregoing instrument, and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Pensacola, County of Escambia and State of Florida this 13 day of August, A. D. 1942.

(Notarial Seal)

Rodney P. Turner,
Notary Public, State of Florida at large.
My commission expires Oct. 24, 1944.

INDEXED

H. C. Rodgers, Jr., et ux., to Finley Tucker & Bro. Inc., filed Nov. 13, 1942. 3:00 P.M.

STATE OF FLORIDA, }
ESCAMBIA COUNTY. }

WHEREAS, the undersigned have purchased from SUBURBAN HOMES, INC., a corporation, Lot 18 in Block 1 in Country Club Estates, a subdivision of a portion of Section 20, Township 2 South, Range 30 West, in Escambia County, Florida, according to plat filed in Plat Book 1, at page 61, of the records of said County, and said Suburban Homes,

STATE OF FLORIDA,
COUNTY OF Escambia

D.S.O. #6999

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of (\$1.00) One and no/100 - - - - - Dollars, to US in hand

paid by GULF POWER COMPANY, a corporation, the receipt whereof is hereby acknowledged,
We, Andrew Mateja and wife, Bernice Mateja

do(es) hereby grant and convey to said GULF POWER COMPANY, its successors and assigns, the right to construct, maintain and operate its line of poles (consisting of necessary - - - poles) as the same shall be located by said company, with the right from time to time to string wires thereon for the transmission of electric power and also the right to install, maintain and use the necessary anchors and guy wires in connection therewith upon, over and across the following described land in Escambia County, Florida, to-wit:

That portion of section ten (10), township one (1) south, range thirty-two (32) west described as follows: Begin at the southeast corner of section ten (10) and run thence west along its south line thirty-two hundred ninety-eight and five-tenths feet (3,298.5'); thence north at right angles one hundred six and twenty-five one-hundredths feet (106.25') to the north right-of-way of the Pensacola - Mobile Highway to a piece of steel shafting the starting point of this description; thence continue north seven hundred fifty feet (750'); thence west to the Perdido River; thence southwest along the Perdido River to the said north right-of-way line; thence east along said north right-of-way line twelve hundred twenty-eight feet (1,228'), more or less, to the starting point of this description, less forty feet (40') by one hundred twenty-five feet (125') deeded to William C. Jackson, Deed recorded in Deed Book 157 at Page 336 of the Public Records of Escambia County, Florida, as described in Deed Book 162 at Page 400 in the office of the Clerk of the Circuit Court of said county.

Together with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the right of ingress and egress to and from said lines and also the right to cut and keep clear all trees that may injure or endanger said lines. TO HAVE AND TO HOLD the same to the said company, its successors and assigns forever.

IN WITNESS WHEREOF we have hereunto set our hand(s) and seal(s) this 15th day of AUGUST 1951.

Signed, sealed and delivered in the presence of:

Andrew Mateja
Bernice Mateja

Andrew Mateja
Bernice Mateja

(SEAL)

(SEAL)

(SEAL)

NO. 25526
FILED
AT 1152 Q M SEP 5 1951
RECORDS OF ESCAMBIA COUNTY, FLORIDA IN THE
BOOK AND PAGE ABOVE SHOWN
LANGLEY BELL CLERK CIRCUIT COURT

STATE OF FLORIDA,
COUNTY OF

Before the subscriber, a Notary Public in and for said State and County, personally appeared

known to me to be the individual described by that name in and who executed the foregoing instrument and acknowledged that executed the same for the uses and purposes therein set forth. GIVEN my hand and official seal this day of A. D. 19

Notary Public

My Commission expires

STATE OF FLORIDA,
COUNTY OF ESCAMBIA

Before the subscriber, a Notary Public in and for said State and County, personally appeared Andrew Mateja

and Bernice Mateja his wife, known to me and known to me to be the individuals described by those names in and who executed the foregoing instrument, and acknowledged that they executed the same for the uses and purposes therein set forth; and the said Bernice Mateja

wife of the said Andrew Mateja on a private examination by me held separate and apart from her husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her husband, and for the purpose of renouncing, relinquishing, and conveying all her rights of whatsoever kind in and to the property hereby conveyed.

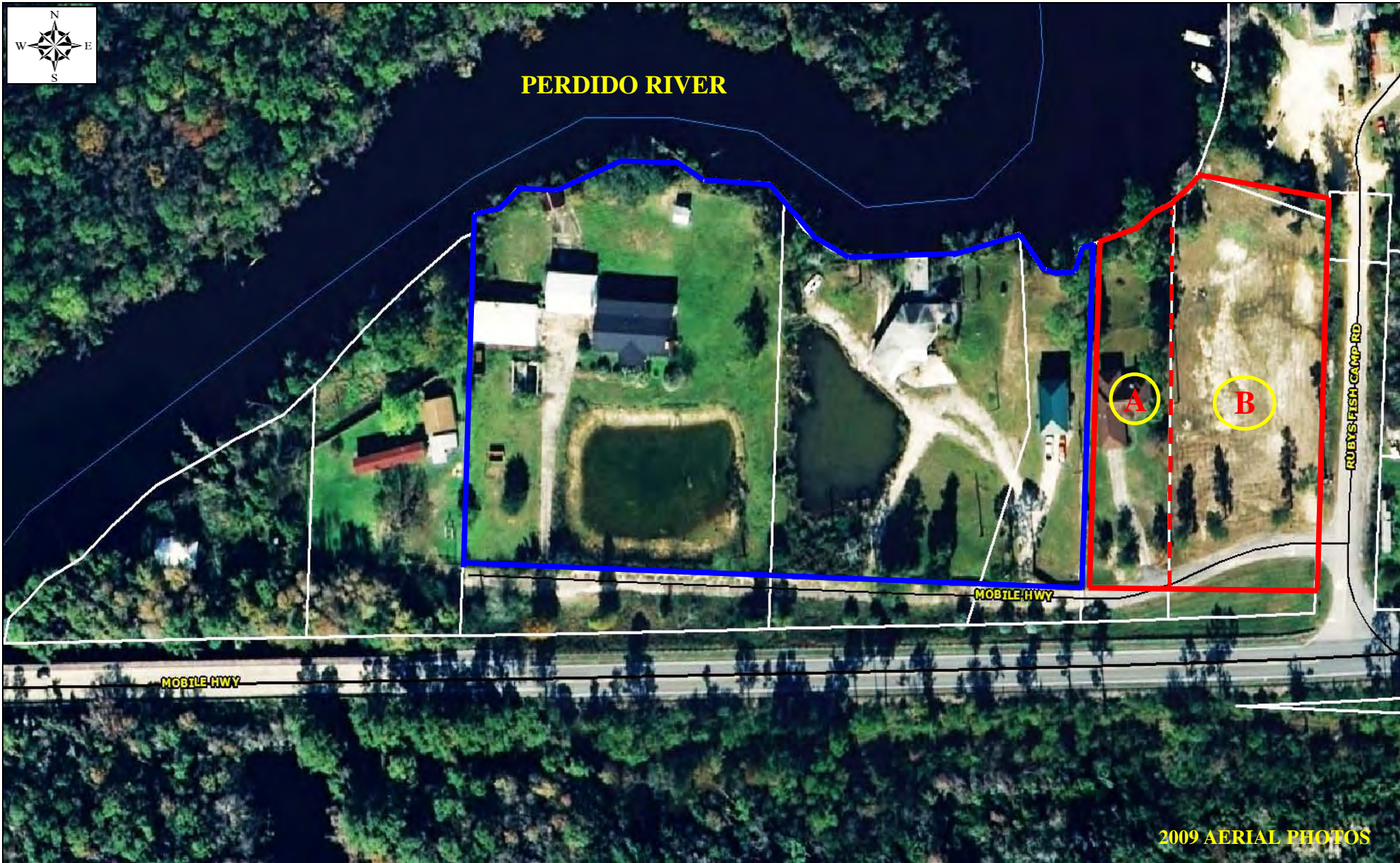
GIVEN under my hand and official seal this 15th day of AUGUST 1951

Notary Public

My Commission expires



PROPERTY ACQUISITIONS / HIGHWAY 90 (Mobile Highway) @ PERDIDO RIVER



 COUNTY PROPERTY / 4.83 ACRES / \$1,053,500 (Appraised Values)

 HERNDON PROPERTY / 1.85 ACRES / \$400,000 Herndon appraisal & offer to sell



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 08/07/13 DISTRICT 1



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5216

County Administrator's Report 11. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Acquisition of Real Property Located on Johnson Avenue

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located on Johnson Avenue from Donald S. and Robbie S. Brantley - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase between Donald S. and Robbie S. Brantley and Escambia County for the acquisition of real property located on Johnson Avenue.

Board action of September 5, 2013, authorized staff to make an offer of \$48,000 to the Brantleys to purchase a parcel of real property (Parcel "B") that they own on Johnson Avenue near the intersection of Olive Road and Johnson Avenue. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

[Funding Source: Fund 352, "LOST III," Account 210109/56101/56301, Project 10EN0363]

BACKGROUND:

The County has a project in design to make road and drainage improvements on Olive Road. Part of this project includes intersection relocation and improvements to the intersection of Olive Road and Johnson Avenue, which required the acquisition of additional property in this area.

Board action of September 5, 2013, authorized staff to make an offer of \$48,000 to the Brantleys to purchase a parcel of real property (Parcel "B") that they own on Johnson Avenue near the intersection of Olive Road and Johnson Avenue. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352, "LOST III", Account 210109/56101/56301, Project 10EN0363.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and will conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Contract

BCC action 09-05-2013

Parcel information

Checklist

aerial map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Donald S. Brantley and Robbie S. Brantley, husband and wife, whose address is 4139 Lyric Lane, Pensacola, FL 32514 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2013.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Forty Eight Thousand Dollars (\$48,000.00), payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. **SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.



6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Sellers); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

QJB
RSB

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Sellers until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32501

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO SELLERS:

Donald S. Brantley
4139 Lyric Lane
Pensacola, FL 32514

Robbie S. Brantley
4139 Lyric Lane
Pensacola, FL 32514

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

QJB
RSB

21. **THIRD PARTY LEASES AND CONTRACTS.** Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Sellers warrant delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

QSB
RSB

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title *Att. County Attorney*
Date *Oct. 23, 2013*

*QIB
RSB*

SELLERS:

Sandra Skillman
Witness
Sandra S Killman
Print Name
Vanessa D Sims
Witness
Vanessa D. Sims
Print Name

Donald S. Brantley
Donald S. Brantley
Date 10/9/13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 2013, by Donald S. Brantley. He () is personally known to me, (☒) produced current FL DRIVER LICENSE as identification.

(Notary Seal)



Vanessa D Sims
Signature of Notary Public
Vanessa D. Sims
Printed Name of Notary Public

Sandra Skillman
Witness
Sandra S Killman
Print Name
Vanessa D Sims
Witness
Vanessa D. Sims
Print Name

Robbie S. Brantley
Robbie S. Brantley
Date 10-9-2013

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 2013, by Robbie S. Brantley. She () is personally known to me, (☒) produced current FL DRIVER LICENSE as identification.

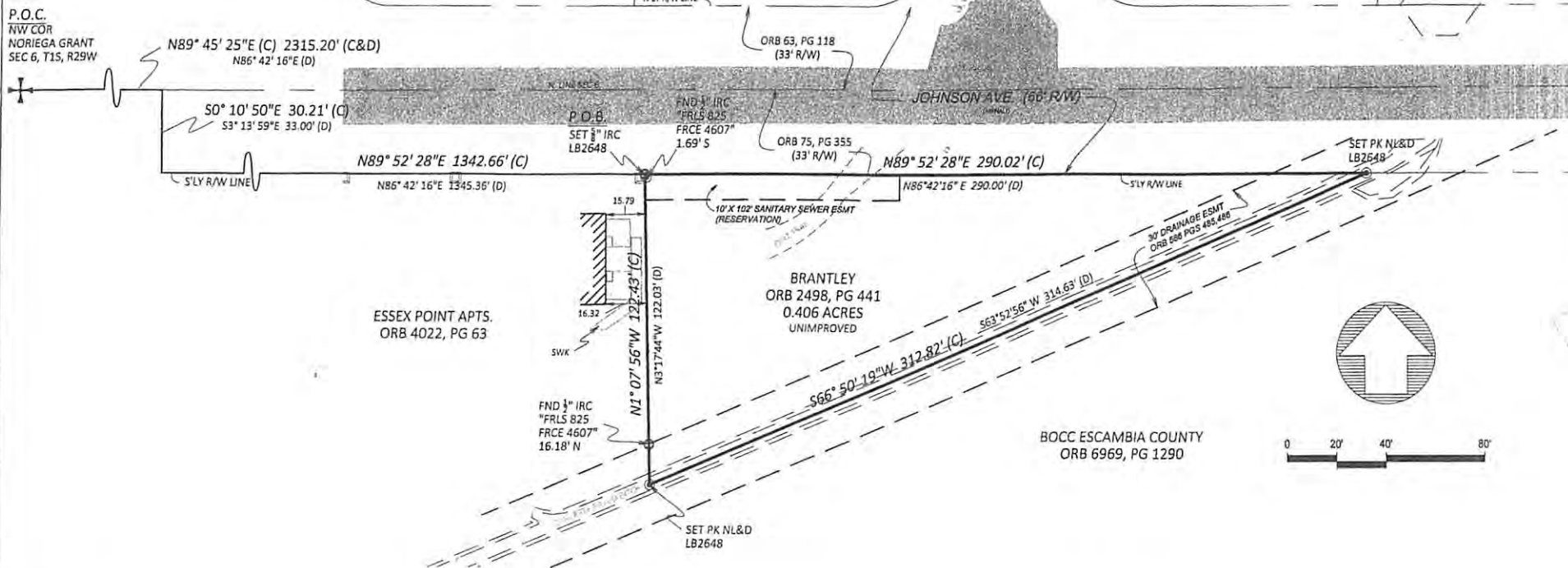
(Notary Seal)



Vanessa D Sims
Signature of Notary Public
VANESSA D. Sims
Printed Name of Notary Public

R:\01Live Road Boundary\Brantley_Parcel\DWG Plotted: Jul 01, 2013 - 11:27am by jlanca

Exhibit "A"



Surveyor's Notes:

- Bearings hereon are based on the north line of the Noriega Grant, Section 6, Township 1 South, Range 29 West, Escambia County, Florida being N89° 45' 25"E, an assumed bearing.
- Date of last field survey: 6-7-2013
- Additions or deletions to this Boundary Survey by other than the signing party is prohibited without written consent of the signing party.
- No underground installations or improvements, including, but not limited to, buried cables, sub-surface utilities, foundations/footers, or burial sites were located, except as shown. Any utilities shown hereon are based only on visible surface evidence, unless noted otherwise.
- This property is subject to encumbrances, easements, and restrictions, if any, of record.
- No instruments of record reflecting ownership or encumbrance were provided, except as noted, nor did this Surveyor abstract these lands.
- With reference to the deed ORB 2498, Pg. 441 and description thereof, ORB 495, Pg. 379 (Johnson Ave.) terminates west of the subject parcel. ORB 75, Pg. 355 (Johnson Ave.) lies adjacent to the subject parcel.

LEGEND & ABBREVIATIONS:

(C)	CALCULATED DIMENSION
(D)	DEED DIMENSION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FND	FOUND OR RECOVERED
IRC	IRON ROD WITH CAP
PK	PARKER AND KAYLON (NAIL)
NL&D	NAIL (& DISC)
ESMT	EASEMENT
SEC	SECTION
BOCC	BOARD OF COUNTY COMMISSIONERS
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
SWK	SIDEWALK
CONCRETE	CONCRETE

LEGAL DESCRIPTION (ORB 2498, PG 441):

Commence at the northwest corner of the Joseph Noriega Grant, Section 6, Township 1 South, Range 29 West, Escambia County, Florida; thence North 86° 42' 16" East along the north line of the said Section 6 for a distance of 2315.20 feet; thence South 03° 13' 59" East for a distance of 33.00 feet to a point on the south rightofway line of Johnson Avenue (66' R/W), according to the deed recorded in O.R. Book 495 at page 379 of the public records of the said county; thence North 86° 42' 16" East along the said south rightofway line for a distance of 1345.36 feet for the point of beginning;

Thence continue North 86° 42' 16" East along the said south rightofway line for a distance of 290.00 feet to a point on the center line of a 30 foot drainage easement, according to the instrument recorded in O.R. Book 586 at pages 485 and 486 of the said public records; thence South 63° 52' 56" West along the said center line for a distance of 314.63 feet; thence North 03° 17' 44" West for a distance of 122.03 feet to the point of beginning;

Subject to the said 30 foot drainage easement;

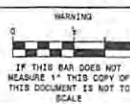
Reserving to the grantor, a sanitary sewer easement over the North 10 feet of the West 102 feet of the above described parcel;

Containing 0.4062 acres, more or less, and all lying and being in Section 6 Township 1 South, Range 29 West, Escambia County, Florida.

JEFFREY R. LANCE, PSM
FLORIDA REGISTRATION NO. LS 5657
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE SIGNING FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY
ESCAMBIA COUNTY PUBLIC WORKS
BRANTLEY PARCEL
SECTION 6 - T1S - R29W

PROJECT NO.
11-0367.000
DATE
08 04 13
SCALE
1" = 40'
SHEET
1 OF 1



1046 Hwy 90 - Chipley, Florida 32428 850.634.1086

ESCAMBIA COUNTY

FLORIDA

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Recommendation: That the Board exempt from the public bidding process and authorize the emergency purchase of, and issuance of any required purchase order for, uniforms and badges from Azar Uniforms, in the amount of \$70,862, as outlined in the Escambia County (*Code*) of Ordinances Chapter 46, Article II, Section 46-93.

Approved 5-0

III. FOR DISCUSSION

1. Recommendation: That the Board, regarding the acquisition of a parcel of real property for stormwater retention purposes on Pace Boulevard, authorize staff to make an offer to Robina Mehmood, to purchase a parcel of real property (approximately 2.00 acres), located at 3601 North Pace Boulevard, for the purchase price of \$335,000, which is the average of two appraisals acquired by staff, subject to completion of the due diligence process; the owner has 30 days to accept the offer in writing (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107/56101/56301, Project Number 12EN1763).

Approved 5-0, for the purchase price of \$360,000

2. Recommendation: That the Board authorize staff to make an offer to White Cedar Gardens, Inc. (Donald S. Brantley, President), as to Parcel "A" (Olive Road parcel), and Donald S. and Robbie S. Brantley, as to Parcel "B" (Johnson Avenue parcel), to purchase Parcel "A" (approximately 3.05 acres) for the appraised value of \$137,000, and Parcel "B" (approximately 0.41 acre) for the appraised value of \$40,000, for a total of \$177,000 for both parcels, for stormwater retention and roadway improvement purposes on Olive Road and Johnson Avenue, subject to completion of the due diligence process; the owners have 30 days to accept the offer in writing (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210109/56101/56301, Project Number 10EN0363).

Approved 5-0 to purchase Parcel "B" only, for the purchase price of \$48,000

Speaker(s):

Donald S. "Don" Brantley

PARCEL "B"

General Information		2013 Certified Roll Assessment	
Reference:	061S291009020001	Improvements:	\$0
Account:	010317103	Land:	\$15,190
Owners:	BRANTLEY DONALD S & ROBBIE S		
Mail:	4139 LYRIC LN PENSACOLA, FL 32514	Total:	\$15,190
Situs:	JOHNSON AVE 32514	<i>Save Our Homes:</i>	\$0
Use Code:	VACANT RESIDENTIAL	Disclaimer	
Taxing Authority:	COUNTY MSTU	Amendment 1/Portability Calculations	
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector			

Sales Data		2013 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type
			Official Records (New Window)
01/1988	2498 441	\$100	WD View Instr
09/1986	2273 366	\$237,727	WD View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller			
Legal Description		Extra Features	
BEG AT NW COR OF JOSEPH NORIEGA GRANT SEC 6 N 86 DEG 42 MIN 16 SEC E ALG N LI OF SD SEC 2315 20/100 FT...		None	

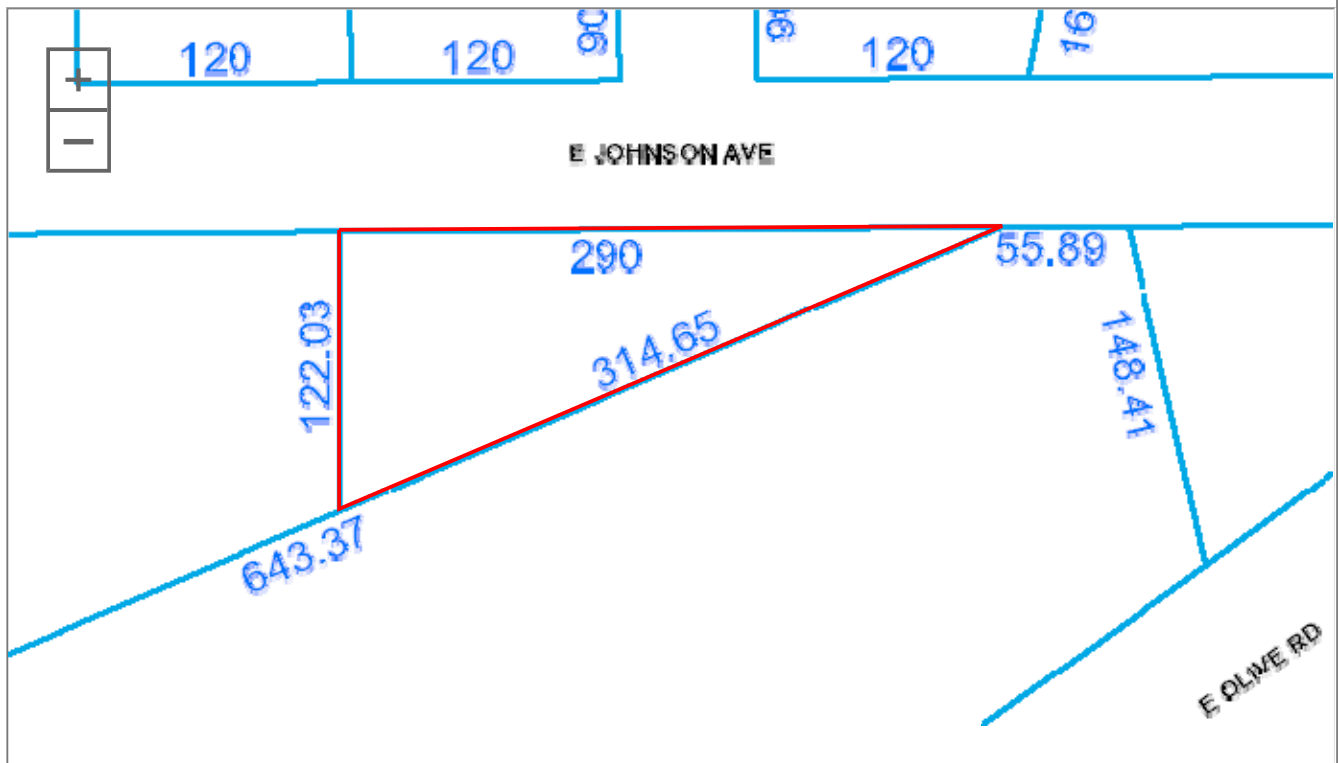
Parcel Information[Launch Interactive Map](#)

Section Map Id:
[06-1S-29-2](#)

Approx. Acreage:
0.4100

Zoned:
R-6

Evacuation & Flood Information
[Open Report](#)





Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Brantley Property @ Olive and Johnson / 06-1S-29-1009-020-001

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green & Associates
 Date of appraisal: 04/19/2012
 Appraised value: \$40,000
 Received by: Larry Goodwin
 Comments:

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: ESA - 9/23/13
 Received by: Larry Goodwin
 Comments: No concerns / See attached from Doyle Butler

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Vacant property / No review required
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: Vacant property / No review required
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCADO
 Date: 03-25-13
 Comments: REVIEWED CERTIFIED BOUNDARY SURVEY - DID NOT FIELD VERIFY

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 COST III 210109/56301
 Verified by: [Signature]
 Date: 10-4-13
 Comments: 1020363

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Community & Environment Bureau

13009 Beulah Road
Cantonment, Florida 32533-8831
Phone: 850.937.2160
Fax: 850.937.2152

Pat Johnson, Director



To: Larry Goodwin
FROM: Doyle Butler
DATE: September 23, 2013

RE: ESA Exemption on Brantley Parcel - E Johnson Ave

The vacant parcel of land belonging to Donald S. and Robbie S. Brantley located on East Johnson Ave. identified as 061S291009029991 Ref 010317103' Pensacola, FL 32514 was reviewed to determine a need for an Environmental Site Assessment.

Available documentation, along with historical data such as maps and aerial photos indicated this site has never experienced development. Its' history show indicate it has never experienced a recognized environmental impact. The site is an outparcel of an apartment complex built on the parent parcel. Don Brantley was interviewed and stated the apartment complex was built ca. 1988. The targeted site has had no unusual uses since.

This parcel qualifies for the waiver of an ESA as cited in Sec. 46-139 (2) (b), Esc Co.

Thank you,

A handwritten signature in blue ink that reads "Doyle Butler".

Doyle Butler
Engineering Project Coordinator
ECSW

Ph 850-937-2148



Checklist for Acquisition of Real Property

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Property Location/Identification: Brantley Property @ Olive and Johnson / Parcel Reference Number 06-1S-29-1009-020-001

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green & Associates
 Date of appraisal: 04/19/2012
 Appraised value: \$40,000
 Received by: Larry Goodwin
 Comments:

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 9/16/2013
 Received by: Doyle Butler
 Comments: No Recognized Environmental Hazards
 WARNER Per Sec 46-139 (2)(b) CS 010
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Parcel: 06-1S-29-1001-006-001

1961 Aerial Photography
Florida Department of Transportation
Florida Aerial Photography Archive Collection

0 50 100 200 Feet





1970 Aerial Photography

Florida Department of Transportation
Florida Aerial Photography Archive Collection

0 50 100 200
Feet





1981 Aerial Photography

Florida Department of Transportation
Florida Aerial Photography Archive Collection

0 50 100 200
Feet





1992 Aerial Photography

Florida Department of Transportation
Florida Aerial Photography Archive Collection

0 50 100 200 Feet



FDOT PARCEL @ E. OLIVE ROAD & E. JOHNSON AVENUE



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/12 DISTRICT 4



FDOT PARCEL / 06-1S-29-1001-006-001 / ACCOUNT # 010293360
APPROXIMATELY 3.5 ACRES

4200 EAST Johnson Ave

bing Maps

4200 E Olive Rd, Pensacola, FL 32514

My Notes



On the go? Use m.bing.com to find maps, directions, businesses, and more



Bird's eye view maps can't be printed, so another map view has been substituted.

BRANTLEY PROPERTY @ OLIVE AND JOHNSON



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 5



BRANTLEY PROPERTY / APPROX. 0.41 ACRES / Acquisition Price = \$48,000
Parcel Reference Number: 06-1S-29-1009-020-001



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5248

County Administrator's Report 11. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/07/2013

Issue: Not Exceeding \$12,000,000 Escambia County, Florida Capital Improvement Revenue Note, Series 2013

From: Richard Lott, Partner

Organization: McGuireWoods LLP

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Not Exceeding \$12,000,000 Escambia County, Florida, Capital Improvement Revenue Note, Series 2013 - Richard Lott, Partner, McGuireWoods, LLP

That the Board adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance and sale of a not exceeding \$12,000,000 Capital Improvement Revenue Note, Series 2013, approving the loan to the County from STI Institutional & Government, Inc. (the "Lender"), the terms of the loan to the County established therein, and approving the 2013 Project.

BACKGROUND:

The proposed 2013 Note is to be issued to evidence a bank loan for the purpose of financing or refinancing certain capital improvements of the County. The County's financial advisor solicited proposals from area banks. The County's Financial Advisor and staff are recommending the proposal (the "Proposal") of the Lender, which provides for, among other things, (i) a fixed interest rate of 3.14%, subject to adjustment as more fully described in the Resolution, (ii) a final maturity date of October 1, 2028, (iii) prepayment at the option of the County at par on October 1, 2015, and (iv) other terms as more fully described in the Resolution and the Proposal. The Note is secured by a covenant by the County to budget and appropriate in its annual budget Non Ad-Valorem Revenues sufficient to pay principal of and interest on the Note and other amounts due under the Resolution. The Note does not constitute a general obligation or a pledge of the full faith and credit of the County. The Resolution has been prepared by McGuireWoods LLP, the County's Bond Counsel, and has been reviewed and approved by staff and by the County's Financial Advisor, First Southwest.

BUDGETARY IMPACT:

The issuance of the 2013 Note will result in an average annual debt service of approximately \$1,019,833.65 for a period of approximately 15 years.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents drafted in connection with the proposed financing are being distributed to the County staff, including the County Attorney's office for review, comment and approval as they are prepared. The County Attorney will render her opinion as to legality, and the County's Bond Counsel will render their opinion as to tax-exemption of the Note as a condition of closing.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The issuance of the 2013 Note will comply with the Board's requirements for the issuance of County Bonds.

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final closing documents will be required at or prior to the closing of the issuance of the Note and the closing for the IHMC Loan.

Attachments

Resolution

RESOLUTION NO. R2013-__

Adopted November 7, 2013

**ESCAMBIA COUNTY, FLORIDA
(the "Issuer")**

Relating to

**NOT EXCEEDING \$12,000,000
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013**

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RESOLUTION NO. R2013-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING \$12,000,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013, FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS OF THE COUNTY; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; PROVIDING FOR THE PAYMENT THEREOF; AWARDING THE 2013 NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE MATURITY, INTEREST RATE, PREPAYMENT PROVISIONS AND OTHER DETAILS WITH RESPECT TO SUCH NOTE; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE DELIVERY OF SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution.

This Resolution is adopted by the Board of County Commissioners of Escambia County, Florida (the "Issuer") pursuant to the provisions of the Act (herein defined).

Section 2. Definitions.

The following terms shall have the following meanings in this Resolution unless the context otherwise expressly requires. Where the context so requires, words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Whenever the word "includes" or "including" is used, such word means "includes" or "including", without limitation.

"2013 Note" shall mean the Note so designated and authorized pursuant to and in the maximum principal amount set forth in Section 6 hereof.

"2013 Project" shall mean the acquisition and construction of certain transportation and drainage related capital improvements of the County, in accordance with plans and specifications on file or to be on file with the Issuer, or such other capital projects as may be approved by the Issuer.

"2013 Note Interest Rate" shall mean a rate of interest per annum equal to the Fixed Interest Rate, as such interest rate may be adjusted as provided herein and on Schedule "II" to the form of 2013 Note attached hereto as Exhibit "A".

"Act" shall mean the Constitution and laws of the State of Florida, including particularly Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, and other applicable provisions of law.

"Additional Debt" shall mean any additional Debt hereafter incurred by the Issuer in compliance with the terms, conditions and limitations contained herein, including, in particular, Section 14(E)(iii) hereof.

"Allocable Portion of the Cost of Essential Services" means, for calculating the same for purposes of Section 14(E)(ii) hereof, for a Fiscal Year, an amount equal to a percentage of the Cost of Essential Services, with such percentage calculated by dividing the amount of Non-Ad Valorem Revenues for such Fiscal Year by the amount of Total Governmental Funds Revenues for such Fiscal Year.

"Annual Debt Service" means, as of any particular date of calculation, the annual debt service requirement for all Debt in each such Fiscal Year except that with respect to any Debt for which amortization installments have been established, the amount of principal coming due on the final maturity date with respect to such Debt shall be reduced by the aggregate principal amount of such Debt that is to be redeemed or paid from amortization installments to be made in prior Fiscal Years.

"Authorized Investments" shall mean those obligations in which surplus Issuer funds may be invested under the Issuer's investment policy and the laws of the State, including without limitation, Section 218.415, Florida Statutes.

"Bond Counsel" means McGuireWoods LLP, or any subsequent nationally recognized bond counsel acceptable to the Issuer.

"Business Day" or **"business day"** shall mean any day other than a Saturday, Sunday or a day on which banking institutions within the State are authorized or required by law to remain closed.

"Clerk" shall mean the Clerk of the Circuit Court, Ex-Officio Clerk to the Board of County Commissioners and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and all valid and applicable regulations promulgated thereunder.

"Cost of Essential Services" means the cost of services necessary for the conducting of the public safety and general governmental operations of the Issuer reflected as "General Government" and "Public Safety" in the Issuer's audited financial statements.

"County" shall mean Escambia County, Florida, a political subdivision of the State.

"Debt" means as of any date and without duplication, all of the following to the extent that they are payable in whole or in part from any Non-Ad Valorem Revenues: (i) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (ii) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the Issuer as lessee under capitalized leases; and (iv) all indebtedness of other persons (including Governmental Funds and Enterprise Fund Debt) to the extent guaranteed by, or secured by (including through a covenant to budget and appropriate) Non-Ad Valorem Revenues of, the Issuer.

"Default Rate" shall mean, with respect to the 2013 Note, a rate of interest per annum equal to the lesser of eighteen percent (18%) or the maximum rate allowed by law.

"Event of Default" shall have the meaning set forth in Section 16 hereof.

"Federal Securities" shall mean direct obligations of the United States of America and obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing to and including the succeeding September 30, or such other annual period as may be established by law as the Issuer's fiscal year; provided however, that when such term is used to describe the period during which deposits are to be made to amortize principal and interest on Debt maturing or becoming subject to prepayment, including without limitation, interest and principal maturing or becoming subject to prepayment on October 1 of any year shall be deemed to mature or become subject to prepayment on the last day of preceding Fiscal Year.

"Fixed Interest Rate" means a per annum rate equal to (a) 3.14% per annum multiplied by (b) the Margin Rate Factor (as defined in Schedule II of the 2013 Note).

"Holder," "Registered Owner" or "Owner" or any similar term shall mean the owner of the 2013 Note, as shown on the register maintained by the Registrar and shall mean initially, the Lender.

"Interest Payment Date" shall mean a date on which interest on the 2013 Note is nominally due, as reflected in the form of 2013 Note attached hereto as Exhibit "A."

"Issuer" means Escambia County, a political subdivision of the State of Florida.

"Lender" shall mean STI Institutional & Government, Inc., the initial Holder of the 2013 Note, and its successors and assigns.

"Maximum Annual Debt Service" means, as of any particular date of calculation, the largest Annual Debt Service in any Fiscal Year.

“Non-Ad Valorem Revenues” shall mean all revenues of the Issuer derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the Issuer and excluding investment income on funds and accounts held in respect of the payment of any debt obligations of the Issuer secured by any of the foregoing sources and excluding revenues derived from the revenues of a utility system or any other enterprise fund of the Issuer, except to the extent that revenues derived from such sources have been deposited into the Issuer’s Governmental Funds, including, without limitation, the General Fund and such other funds and accounts that are non-enterprise funds and accounts. “Governmental Funds” and “General Fund” shall be as specified in the Issuer’s audited financial statements.

“Paying Agent” shall mean an officer of the Issuer or the bank or trust company which the Issuer may from time to time designate to serve as paying agent for the 2013 Note.

“Permitted Lender” shall mean any bank, trust company, savings institution, insurance company, dealer, investment company or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes, that is engaged as a regular part of its business in making loans and is authorized to do business in the State, any “accredited investor” as defined in Regulation D of the Securities Act of 1933, or any affiliate or subsidiary of the Lender in its sole discretion.

“Pledged Revenues” shall mean (i) Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund created and established under this Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund and accounts established hereunder (other than amounts constituting any rebate liability as described in Section 14F hereunder), and (iii) any other moneys deposited in the Debt Service Fund in connection with the repayment of the 2013 Note.

“Registrar” shall mean an officer of the governing body of the Issuer or an officer of the bank or trust company which the Issuer may from time to time designate to perform the duties herein set forth.

“Resolution” shall mean this Resolution of the Issuer, as hereafter amended and supplemented from time to time in accordance with the provisions, hereof.

“State” shall mean the State of Florida.

“Total Governmental Funds Revenues” means all revenues of the Issuer, including all Non-Ad Valorem Revenues and revenues derived from ad valorem taxes (other than such taxes imposed pursuant to referendum and allocable solely to debt service on Debt approved by such referendum).

Section 3. Findings.

It is hereby ascertained, determined and declared that:

A. The Pledged Revenues are not pledged or encumbered in any manner.

B. The 2013 Project constitutes a capital project within the meaning of the Act, and such Project is necessary and desirable, is in the public interest and will serve a proper public purpose.

C. The estimated Pledged Revenues will be sufficient to pay all of the principal of and interest on the 2013 Note, as the same become due, and to make all other payments required by this Resolution or otherwise required to be paid from the Pledged Revenues.

D. Non-Ad Valorem Revenues less the Allocable Portion of the Cost of Essential Services for the Fiscal Year Ended September 30, 2012, equaled or exceeded 1.50 times the Maximum Annual Debt Service on all outstanding Debt.

E. The principal of and interest on the 2013 Note and all required deposits into the Debt Service Fund or other required payments are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues. The 2013 Note shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, and interest on the 2013 Note or to make any of the required deposits into the Debt Service Fund or other payments thereon other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, in the manner provided herein.

The 2013 Note shall not constitute a lien upon any property of or located in the County, but shall constitute a lien only on the Pledged Revenues in the manner provided herein.

Section 4. 2013 Project Authorized.

The financing of the 2013 Project, as defined in this Resolution, is hereby authorized. The proper officers of the Issuer are hereby authorized and directed to take all action and steps deemed necessary to acquire, construct and equip the 2013 Project, which are not inconsistent with the terms and provisions of this Resolution.

Section 5. This Resolution to Constitute a Contract.

In consideration of the acceptance of the 2013 Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners thereof. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of such Registered Owner of the 2013 Note.

Section 6. Authorization of 2013 Note.

Subject and pursuant to the provisions hereof, a loan to the Issuer to be evidenced by a promissory note known as the "Capital Improvement Revenue Note, Series 2013" is authorized in an amount not exceeding the amount set forth in the title hereof, for purposes of financing or refinancing the 2013 Project. Upon the issuance of the 2013 Note in accordance herewith, the authorization for the unissued, remaining portion of the 2013 Note set forth in the title hereof shall be deemed cancelled.

Section 7. Description of 2013 Note.

The 2013 Note shall be dated as of its date of initial issuance and delivery and issued in a single denomination in an amount not exceeding the principal amount authorized herein and shall have such other terms as are set forth in the form of 2013 Note described and referred to in Section 12 hereof. The 2013 Note shall bear interest at the 2013 Note Interest Rate, payable semi-annually on each October 1 and April 1, commencing April 1, 2014, with interest calculated on the outstanding balance of the 2013 Note on a 360 day basis consisting of twelve 30-day months, subject to adjustment as provided herein. The principal amount of the 2013 Note shall mature in installments on the dates and in the amounts set forth on Schedule "T" of the 2013 Note. The entire unpaid principal balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on October 1, 2028.

Any payment required to be made with respect to the 2013 Note which is not paid on its due date shall bear interest from such due date at a rate equal to the higher of the 2013 Note Interest Rate or the Default Rate.

If the date for payment of the principal of, premium, if any, or interest on the 2013 Note shall not be a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Section 8. Execution of 2013 Note.

The 2013 Note shall be executed in the name of the Issuer by the manual or facsimile signature of the Chairman or Vice-Chairman of its governing body on the date of adoption hereof, or any subsequent Chairman or Vice-Chairman, and attested by the manual or facsimile signature of the Clerk, and the official seal of the Issuer shall be affixed thereto or reproduced thereon. The facsimile signatures of such officers may be imprinted or reproduced thereon. In case any officer whose signature shall appear on the 2013 Note shall cease to be such officer before the delivery of such 2013 Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The 2013 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such 2013 Note shall hold the proper office with the Issuer, although at the date of adoption of this Resolution such person may not have held such office or may not have been so authorized.

Section 9. Registration, Transfer and Exchange.

The transfer and exchange of the 2013 Note shall be registered in the registration books of the Issuer. The Clerk is hereby designated as Registrar for the 2013 Note.

The 2013 Note may not be transferred except in denominations of \$100,000 or any integral multiple in excess thereof. Transfer of all or any portion of the 2013 Note shall be restricted to Permitted Lenders. The 2013 Note shall contain a legend that provides that the Registered Owner thereof shall not transfer or authenticate the 2013 Note except as provided herein and only to Permitted Lenders.

Upon surrender for transfer or exchange of the 2013 Note, the Issuer shall execute and the Registrar shall authenticate and deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered 2013 Note of authorized denomination of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution.

Section 10. 2013 Note Mutilated, Destroyed, Stolen or Lost.

In case any 2013 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion deliver a new 2013 Note of like tenor and effect as the 2013 Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated 2013 Note upon surrender and cancellation of such mutilated 2013 Note or in lieu of and substitution for the 2013 Note destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur.

Section 11. Provisions for Prepayment.

Prior to October 1, 2015, the 2013 Note is not subject to prepayment. On and after October 1, 2015, the 2013 Note is subject to prepayment in whole or in part on any Business Day upon two Business Days' prior written notice to the Holder at a prepayment price of 100% of the principal amount being prepaid plus accrued interest to the date of prepayment. Any principal prepayments by the Issuer shall be applied pro-rata to the reduction of each future principal installment due over the remaining duration of the 2013 Note unless the Lender consents in writing to a different application of such principal prepayment at the time the same is paid to the Holder.

Section 12. Form of the 2013 Note.

The text of the 2013 Note shall be in substantially the form attached hereto as "Exhibit A" with such changes, omissions, insertions and variations as may be necessary and desirable and not in conflict with this Resolution. Execution and delivery of the 2013 Note and any other

document in connection with the issuance of the 2013 Note by the authorized officers of the Issuer shall be conclusive evidence of the approval of any changes, insertions, omissions or variations.

Section 13. Application of Proceeds of the 2013 Note.

Simultaneously with the delivery of the 2013 Note to the Lender, proceeds of the 2013 Note shall be deposited into a separate account hereby created and established to be known as the "Escambia County, Florida 2013 Note Project Fund" (the "Project Fund") and shall be used to pay costs of acquiring and constructing the 2013 Project. Such costs shall include, but shall not be limited to, reimbursement of advances from other funds of the Issuer for payment of any part of the 2013 Project and all costs paid or incurred for engineering, design or construction of the 2013 Project. All such securities shall be held by the depository bank, and all income derived therefrom shall be deposited in the Project Fund until the 2013 Project has been completed, at which time such income, together with any balance remaining in the Project Fund, shall be deposited in the Debt Service Fund.

However, to the extent there are no other available funds held hereunder, the Issuer shall use the remaining funds in the Project Fund to pay principal and interest on the 2013 Note in the Event of Default.

Such fund shall be kept separate and apart from all other funds of the Issuer and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein. Such proceeds shall be and constitute trust funds for such purpose and there is hereby created a lien in favor of the 2013 Note upon such money until so applied by the Issuer solely for the purposes set forth herein.

Section 14. Covenants of the Issuer.

For as long as any of the principal of and interest on the 2013 Note shall be outstanding and unpaid, or until payment has been provided for as herein permitted, the Issuer covenants with the Registered Owner of the 2013 Note as follows:

A. LIMITED OBLIGATIONS.

The principal of and interest on the 2013 Note and all required deposits into the Debt Service Fund and other required payments hereunder are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues, as provided herein. The 2013 Note shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Revenues, as herein provided. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of, premium, if any, and interest on the 2013 Note or to make any of the required deposits into the Debt Service Fund or other payments thereon, or other

costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, as provided herein.

B. ESTABLISHMENT OF THE DEBT SERVICE FUND AND ACCOUNTS THEREIN.

There is hereby created and established a Debt Service Fund (and the Principal Account and Interest Account therein). The Debt Service Fund and any other special funds herein established and created shall constitute trust funds for the purposes provided herein for such funds. All such funds shall be continuously secured in the same manner as deposits of governmental funds are authorized to be secured by the laws of the State.

The cash required to be accounted for in any funds established hereunder may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The moneys in the Debt Service Fund and the accounts therein and the Project Fund until disbursed pursuant to the provisions hereof may be invested and reinvested only in Authorized Investments, in the manner provided by law. All income on such investments shall remain therein and used to pay principal of and interest on the 2013 Note. Authorized Investments in the funds and accounts under this Resolution shall be valued at the market value thereof, exclusive of accrued interest, by the Issuer as frequently as reasonably deemed necessary by the Lender but not less often than annually nor more often than monthly.

C. DISPOSITION OF PLEDGED REVENUES.

The Issuer shall deposit the Non-Ad Valorem Revenues budgeted and appropriated into the Debt Service Fund at such times (but in no case later than the Business Day next preceding an Interest Payment Date) and in such amounts as shall be sufficient to make full and timely payments of the principal of, prepayment premium, if any, and interest on the 2013 Note, all as the same become due and payable, in each year that the 2013 Note is outstanding and unpaid.

D. COVENANT TO BUDGET AND APPROPRIATE.

The Issuer hereby covenants and agrees to prepare, approve and appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available, in each Fiscal Year, amounts sufficient, together with other available moneys, to pay such amounts as the same become due (whether by prepayment, at maturity or otherwise). Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem

Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Once such Non-Ad Valorem Revenues are so budgeted and appropriated, the same shall constitute "Pledged Revenues" hereunder. Notwithstanding the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of such Issuer. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other Debt). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available Non-Ad Valorem Revenues for the payment of the 2013 Note and other amounts owing hereunder in the manner described herein and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, which provides, in part, that it is unlawful for the board of county commissioners of a county to expend or contract for the expenditure or make appropriations in any fiscal year which shall exceed the amount to be received from taxation and other revenue sources in such fiscal year; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law.

E. ANTI-DILUTION PROVISIONS; ADDITIONAL DEBT.

For so long as any of the principal amount of or interest on the 2013 Note is outstanding or any duty or obligation of the Issuer hereunder or under the 2013 Note remains unpaid or unperformed, the Issuer agrees and covenants as follows:

(i) No Adverse Borrowings. The Issuer shall not issue or incur any indebtedness or obligation if such would materially and adversely affect the ability of the Issuer to timely pay Annual Debt Service on the 2013 Note or any other amounts owing by the Issuer under this Resolution or the 2013 Note, provided that compliance with paragraph (iii) below shall constitute evidence of compliance with this paragraph.

(ii) Anti-Dilution. The Issuer shall in each Fiscal Year maintain an amount of Non-Ad Valorem Revenues less the Allocable Portion of the Cost of Essential Services for such Fiscal Year that equals or exceeds 1.20 times the Maximum Annual Debt Service on all outstanding Debt. The Issuer shall furnish annually a certificate to the Holder of the 2013 Note establishing compliance with the provisions of this paragraph together with the information required under Section 14G herein, which certificate shall include the calculation as illustrated in

Exhibit "B" attached hereto for the Fiscal Year Ended September 30, 2012, revised to provide for the applicable annual period.

For purposes of calculating the foregoing, if any Debt bears a rate of interest that is not fixed for the entire term of the Debt (excluding any provisions that adjust the interest rate upon a change in tax law or in the tax treatment of interest on the Debt or upon a default), then the interest rate on such Debt shall be assumed to be the higher of (a) the average rate of actual interest borne by such Debt during the most recent complete month prior to the date of calculation, (b) (1) for Debt the interest on which is excluded from gross income of the Holders thereof for Federal tax purposes, *The Bond Buyer* Revenue Bond Index last published in the month preceding the date of calculation plus one percent, or (2) for Debt the interest on which is not excluded from the gross income of the Holders thereof for Federal tax purposes, the yield on a U.S. Treasury obligation with a constant maturity closest to but not before the maturity date of such Debt, as reported in Statistical Release H.15 of the Federal Reserve on the last day of the month preceding the date of issuance of such proposed Debt, plus three percent; provided, however, that if the Issuer shall have entered into an interest rate swap or interest rate cap or shall have taken any other action which has the effect of fixing or capping the interest rate on such Debt for the entire term thereof, then such fixed or capped rate shall be used as the applicable rate for the period of such swap or cap, and provided further that if *The Bond Buyer* Revenue Bond Index or Statistical Release H.15 of the Federal Reserve is no longer available or no longer contains the necessary data, such other comparable source of comparable data as selected by the Holder shall be utilized in the foregoing calculations. In addition, for the purpose of calculating the foregoing: "balloon indebtedness" (as defined in the immediately succeeding sentence) shall be assumed to amortize over a period not to exceed 20 years in substantially equal annual payments at the interest rate set forth in the instrument evidencing such Debt if the interest rate is fixed and, if the interest rate is not fixed, at the rate calculated pursuant to the immediately preceding sentence; and any put or tender rights of a lender with respect to any Debt shall be ignored and such Debt shall be assumed to mature as otherwise provided in the instrument evidencing such Debt. "Balloon indebtedness" is any Debt twenty percent (20%) or more of the original principal amount of which comes due in any single Fiscal Year.

(iii) Additional Debt. The Issuer agrees that it will not issue Debt after the date of issuance of the 2013 Note unless after the issuance of such Debt, the average Non-Ad Valorem Revenues received in each of the two immediately preceding Fiscal Years less the Allocable Portion of the Cost of Essential Services for such Fiscal Year are at least 1.50 times the Maximum Annual Debt Service requirement on all Debt of the Issuer secured in any part by a lien upon or covenant to budget and appropriate from Non-Ad Valorem Revenues (including the Debt proposed to be issued). At the time of issuance of such Debt, the Issuer will cause a certificate establishing compliance with the requirements of this paragraph to be filed with the Holder.

Additional Debt shall only be issued if the Issuer shall not be in default in performing any of the covenants and obligations assumed under this Resolution and the 2013 Note, and all payments herein required to have been made into the accounts and funds, as provided herein, shall have been made to the full extent required.

(iv) Other Obligations Payable from Non-Ad Valorem Revenues. The covenants in this Section 14E relating to the appropriation of Non-Ad Valorem Revenues is subject in all respects to the payment of other obligations of the Issuer payable from the Non-Ad Valorem Revenues, whether heretofore or hereafter entered into. Nothing herein shall be deemed to give any other Debt to the extent secured by a covenant to budget and appropriate Non-ad Valorem Revenues a priority of payment therefrom.

F. TAX COMPLIANCE.

The Issuer at all times while the 2013 Note or any portion thereof is outstanding will comply with all applicable provisions of the Code and any valid and applicable rules and regulations promulgated thereunder, in order to ensure that the interest on the 2013 Note will be excluded from gross income for Federal income tax purposes. The Issuer hereby covenants that it will make no investment or other use of the proceeds of the 2013 Note which would cause such 2013 Note to be an "arbitrage bond" as that term is defined in Section 148 of the Code and regulations promulgated thereunder.

Unless the Issuer shall have satisfied the requirements of Section 148 of the Code so as to cause the 2013 Note to be exempted from the rebate requirement, the Issuer shall make such periodic calculations of the Issuer's rebate liability on the 2013 Note and remit such payments as shall be required to comply with Section 148(e) of the Code.

The Issuer covenants that upon request it will make all filings of reports or other documents as may be required by Section 149(e) of the Code and regulations promulgated thereunder.

The Issuer covenants that it will not take any action or allow any action which would cause the 2013 Note to become "private activity bonds" as described in Section 141 of the Code, or to become subject to the alternative minimum tax under the Code.

The Issuer covenants to take all actions reasonable and necessary to maintain the exclusion of the interest on the 2013 Note from gross income for Federal income tax purposes.

The provisions of this Subsection may be modified or amended by resolution of the Issuer without the consent of any Holder, upon receipt of an opinion of nationally recognized Bond Counsel to the effect that such modification or amendment will not adversely affect the exclusion from gross income of interest on the 2013 Note for purposes of Federal income taxation.

G. FINANCIAL STATEMENTS; LENDER INFORMATION REQUESTS.

The Issuer shall provide the Holder with (i) a copy of the Issuer's annual budget within thirty (30) days after said budget has been adopted, (ii) the Issuer's annual audited statements within two hundred seventy (270) days of the end of the Issuer's fiscal year, and (iii) any other information the Lender may reasonably request in writing.

H. NOTICE OF DEFAULTS.

The Issuer shall within three (3) Business Days after it acquires knowledge thereof, notify the Lender (a) of any change in any material fact or circumstance represented or warranted by the Issuer in this Resolution or in connection with the issuance of the 2013 Note; (b) upon the happening, occurrence, or existence of any Event of Default, and (c) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender, with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Lender, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Section 15. Modification and Amendments.

No modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto or the 2013 Note may be made without the consent in writing of the Holders of one hundred percent (100%) of the principal amount of the 2013 Note then outstanding. The Issuer agrees to pay all of the Holder's reasonable costs and reasonable attorneys' fees incurred in modifying and/or amending this Resolution or the 2013 Note at the Issuer's request or behest.

Section 16. Events of Default and Remedies.

A. Events of Default. An "Event of Default" shall be deemed to have occurred under this Resolution if:

(i) The Issuer shall fail to make any payment of the principal of, premium, if any, or interest on the 2013 Note or other amounts due thereunder when the same shall become due and payable, whether by maturity or otherwise; or

(ii) The Issuer shall default in the performance of or compliance with any term or covenant contained in this Resolution or the 2013 Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in this Section 16(A), which default or non-compliance shall continue and not be cured within thirty (30) days after the occurrence thereof; or

(iii) Any representation or warranty made in writing by or on behalf of the Issuer in this Resolution or the 2013 Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(iv) The Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(v) The Issuer is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by the Issuer, or an order, judgment or

decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(vi) If the validity or enforceability of this Resolution or the 2013 Note shall be contested by the Issuer; or if the Issuer shall deny that it has any or further liability or obligations hereunder or thereunder; or

(vii) The Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

B. Effect of Event of Default. Upon the occurrence of any Event of Default, the Holder of the 2013 Note may seek enforcement of and exercise all remedies available to it under any applicable law. All payments made on the 2013 Note after an Event of Default, shall be first applied to accrued interest then to any reasonable costs or expenses, including reasonable legal fees and expenses, that the Holder may have incurred in protecting or exercising its rights under this Resolution or the 2013 Note and the balance thereof shall apply to the principal sum due.

Immediately and without notice, upon the occurrence of any Event of Default, the Holder may declare all obligations of the Issuer under this Resolution and the 2013 Note to be immediately due and payable without further action of any kind and upon such declaration the 2013 Note and the interest accrued thereon shall become immediately due and payable; provided, however, accelerated payments will be due and payable only after payment of the Annual Debt Service then due of the 2013 Note and all regularly scheduled debt service on other Debt then outstanding secured by a covenant to budget and appropriate.

C. No Waiver; Cumulative Remedies. No failure or delay on the part of the Holder of the 2013 Note in exercising any right, power, remedy hereunder or under the 2013 Note shall operate as a waiver of the Holder's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 17. Defeasance.

If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest and prepayment premium, if any, with respect to the 2013 Note, then, and in that event, the covenants, liens and pledges entered into, created or imposed pursuant to this Resolution in favor of the Holder shall be no longer in effect. For purposes of the preceding sentence, deposit of Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or upon consent of the Holder of the 2013 Note, deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of the Holder, in respect to which such Federal

Securities (or certificates of deposit or such other securities or investments), the principal of which, together with the income thereon, will be sufficient to make timely payment of the principal of, interest on and prepayment premium, if any, on the outstanding 2013 Note, shall be considered "provision for payment." Nothing herein shall be deemed to require the Issuer to exercise its option to prepay all or any portion of the 2013 Note prior to maturity pursuant to any applicable optional prepayment provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early prepayment.

Section 18. Use of Additional Funds for Debt Payment.

Subject to the provisions of the Florida Constitution, nothing herein contained shall preclude the Issuer from using any legally available funds, in addition to the Pledged Revenues herein provided, which may come into its possession, including, but not limited to, the proceeds of sale of the 2013 Note, contributions or grants, for the purpose of payment of principal of and interest on the 2013 Note in accordance with the provisions of this Resolution; provided that, nothing herein shall be deemed to grant a pledge of or lien upon such other legally available funds or to obligate the Issuer to make payments in respect of the 2013 Note from any such funds, except from the Pledged Revenues.

Section 19. Award of 2013 Note.

The Issuer hereby finds, determines and declares the rapidly changing governmental loan market requires that the loan evidenced by the 2013 Note be negotiated at private sale rather than offered by competitive bid at public sale in order to assure the necessary flexibility to change the maturity, prepayment features or interest rate necessary to obtain the most favorable terms in such market. The negotiated sale of the principal amount of not exceeding \$12,000,000 of the 2013 Note to the Lender is hereby authorized pursuant to Section 218.385, Florida Statutes, at the purchase price of par.

Section 20. Authorization of All Other Necessary Actions.

The proper officers of the Issuer are hereby authorized and directed to execute and deliver the 2013 Note when prepared and deliver the same to the Lender upon payment of the purchase price. The Chairman, Vice-Chairman and Clerk, the Attorney for the Issuer, and McGuireWoods LLP, Bond Counsel for the Issuer, are each designated agents of the Issuer in connection with the issuance and delivery of the 2013 Note, and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the 2013 Note and which are not inconsistent with the terms and provisions of the Resolution and other actions relating to the 2013 Note heretofore taken by the Issuer. The 2013 Note shall be issued only upon the approval of Bond Counsel, the Issuer's Financial Advisor and the Chairman.

Section 21. Repealing Clause.

All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 22. Severability of Invalid Provisions.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the 2013 Note issued hereunder.

Section 23. Venue; Applicable Law.

This Resolution and the 2013 Note shall be governed by applicable Federal law and the internal laws of the State. The Issuer agrees that certain material events and occurrences relating to this Resolution and the 2013 Note bear a reasonable relationship to the laws of the State and the validity, terms, performance and enforcement of this Resolution and the 2013 Note shall be governed by the internal laws of the State which are applicable to agreements which are negotiated, executed, delivered and performed solely in the State. The Holder, by acceptance of the 2013 Note, and the Issuer hereby consent to the exercise of jurisdiction over them in connection with any litigation based on the 2013 Note or arising out of, under or in connection with this Resolution, by the Circuit Court of Escambia County, Florida

The laws of the State shall be the law applied in the resolution of any action, claim or other proceeding arising out of this Resolution and the 2013 Note.

Section 24. Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY LAW, THE ISSUER AND THE LENDER (UPON ITS PURCHASE OF THE 2013 NOTE) EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON, OR ARISING OUT OF THIS RESOLUTION OR THE 2013 NOTE, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENT, OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO SUCH 2013 NOTE OR THIS RESOLUTION.

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Section 25. Effective Date.

This Resolution shall take effect immediately upon its adoption, this 7th day of November, 2013.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBLA COUNTY, FLORIDA, THIS 7TH DAY OF NOVEMBER, 2013.

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBLA COUNTY, FLORIDA**

(SEAL)

By: _____
Gene M. Valentino, Chairman

ATTEST:

**PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

By: _____
Deputy Clerk

Approved as to form and legality:

By:  _____
County Attorney

EXHIBIT "A"

FORM OF 2013 NOTE

No. R-

\$ _____

**TRANSFER OF REGISTRATION OF THIS NOTE IS RESTRICTED. SEE SECTION 9
OF RESOLUTION NO. R2013-___ HEREIN DESCRIBED.**

**UNITED STATES OF AMERICA
STATE OF FLORIDA
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013**

<u>Note Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
3.14%	October 1, 2028	November 14, 2013
(as may be adjusted as herein provided)		

Registered Owner: STI INSTITUTIONAL & GOVERNMENT, INC.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Escambia County, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay, solely from the sources hereafter described, the Principal Amount hereof, to the Registered Owner identified above (the "Registered Owner"), or registered assigns, on the dates and in the amounts set forth on Schedule "I" hereto, and to pay, solely from said sources, interest on said sum from the Dated Date or from the most recent Interest Payment Date to which interest has been paid, at the Note Interest Rate, calculated on a year of 360 days consisting of twelve 30-day months, until payment of such sum, subject to adjustment as provided on Schedule "II" hereto, which is hereby incorporated by reference with the same effect as if set forth herein in its entirety. Such interest shall be payable on April 1 and October 1 of each year, commencing on April 1, 2014. All amounts due hereunder shall be paid by the Issuer by wire transfer to the account designated by the Registered Owner to the Registrar in writing at least five (5) days before the date such payment is due.

The final payment of principal of this Note shall be made upon presentation and surrender hereof on the Maturity Date at the principal office of the Clerk of the Circuit Court, Ex-Officio Clerk to the Board of County Commissioners of the Issuer (the "Paying Agent") in Pensacola, Florida, or at the office designated for such payment of any successor thereof. The entire unpaid principal balance, together with all accrued and unpaid interest thereon, shall be

due and payable in full on October 1, 2028. All such sums payable hereunder shall be payable in any coin or currency of the United States of America which is at the time of payment legal tender for the payment of public or private debts.

Any payment required to be made with respect to this Note which is received later than its due date shall bear interest from such due date at a rate equal to the higher of the Note Interest Rate or the Default Rate, as defined on Schedule "II."

Prior to October 1, 2015, this Note is not subject to prepayment. On and after October 1, 2015, this Note is subject to prepayment in whole or in part on any Business Day upon two Business Days' prior written notice to the Holder at a prepayment price of 100% of the principal amount being prepaid plus accrued interest to the date of prepayment. Any principal prepayments by the Issuer shall be applied pro-rata to the reduction of each future principal installment due over the remaining duration of the 2013 Note unless the Lender consents in writing to a different application of such principal prepayment at the time the same is paid to the Holder.

If the date for payment of the principal of, premium, if any, or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which the banking institutions in the city where the Registered Owner is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

This Note constitutes an authorized issue in the principal amount of \$12,000,000 issued to finance the cost of financing or refinancing the 2013 Project more fully described in the herein defined Resolution, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, and other applicable provisions of law, and Resolution No. R2013-__ duly adopted by the Issuer on November 7, 2013 (the "Resolution") and is subject to all the terms and conditions of the Resolution, the provisions (including defined terms) of which are incorporated herein by reference.

This Note is a limited and special obligation of the Issuer payable solely from and secured by an irrevocable lien upon and pledge of the Pledged Revenues to the extent and as described in the Resolution.

Pursuant to the Resolution, the Issuer has covenanted and agreed to prepare, approve and appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available, in each Fiscal Year, amounts sufficient, together with other available moneys, to pay such amounts as the same become due (whether by prepayment, at maturity or otherwise). Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues is cumulative to the extent not paid, and continues until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments have been budgeted, appropriated and actually paid. Once such Non-Ad Valorem Revenues are so budgeted and appropriated, the same constitute "Pledged Revenues"

under the Resolution. Notwithstanding the foregoing, the Issuer has not covenanted to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of such Issuer. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other Debt). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein has the effect of making available Non-Ad Valorem Revenues for the payment of this Note and other amounts owing under the Resolution in the manner described therein and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations under the Resolution; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, which provides, in part, that it is unlawful for the board of county commissioners of a county to expend or contract for the expenditure or make appropriations in any fiscal year which shall exceed the amount to be received from taxation and other revenue sources in such fiscal year; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law.

This Note does not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Revenues. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, or interest on this Note or to make any of the required Debt Service Fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, in the manner provided herein and the Resolution. It is further agreed between the Issuer and the Registered Owner of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any property of the Issuer, but shall be payable only from the Pledged Revenues, in the manner provided in the Resolution.

In and by the Resolution the Issuer has made certain covenants and agreements with the Registered Owner of this Note, and reference is hereby made to the Resolution for a description of such covenants and agreements. Pursuant to the Resolution, the Issuer has reserved the right to amend the Resolution all in the manner, and upon the terms and conditions provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required to happen, exist and be performed, precedent to and in the issuance of this Note, have happened, exist, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida applicable thereto.

The Issuer may deem and treat the person to whom this Note is issued as the absolute Owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary. No transfer of this Note shall be effective until the same has been surrendered to the Issuer for transfer and a new Note has been issued in the name of the transferee. The Issuer has limited transferability of this Note to banks or other qualified institutional investors and accredited investors as described in the Resolution, however, the Registered Owner will have the right to assign this Note to an affiliate or subsidiary of the Registered Owner in its sole discretion.

IN WITNESS WHEREOF, Escambia County, Florida, has issued this Note and has caused the same to be executed by the manual or facsimile signature of the Chairman, and its corporate seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and attested by the manual or facsimile signature of the Clerk of the Circuit Court, Ex-Officio Clerk to the Board of County Commissioners of the Issuer, this 14th day of November, 2013.

ESCAMBIA COUNTY, FLORIDA

(SEAL)

By: _____
Chairman

ATTEST:

**PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

By: _____
Deputy Clerk

SCHEDULE "I" TO FORM OF NOTE
PRINCIPAL PAYMENT SCHEDULE

Payment Date <u>(October 1)</u>	Amortization <u>Installment</u>
2014	\$ 650,000
2015	663,000
2016	683,000
2017	703,000
2018	725,000
2019	747,000
2020	769,000
2021	793,000
2022	817,000
2023	842,000
2024	868,000
2025	894,000
2026	920,000
2027	949,000
2028*	977,000
Total	<u>\$12,000,000</u>

*Final Maturity

SCHEDULE "II" TO FORM OF NOTE INTEREST RATE ADJUSTMENT

Upon the occurrence of a Determination of Taxability and for as long as the Note remains outstanding, the Note Interest Rate shall be converted to the Taxable Rate (unless an Event of Default shall have occurred, in which case the Default Rate shall apply). In addition, upon a Determination of Taxability, the Issuer shall pay to the Registered Owner (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Note during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Note borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Registered Owner as a result of the Determination of Taxability. This adjustment shall survive payment of the Note until such time as the Federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

If, after the date of the Note, the Registered Owner shall have reasonably determined that a Change in Law shall have occurred that has or would have the effect of reducing the rate of return on the Registered Owner's capital, on the Note or otherwise, as a consequence of its ownership of the Note to a level below that which the Registered Owner could have achieved but for such adoption, change or compliance (taking into consideration the Registered Owner's policies with respect to capital adequacy) by an amount deemed by the Registered Owner to be material, then from time to time, promptly upon demand by the Registered Owner, the Issuer shall, and hereby agrees to, pay the Registered Owner such additional amount or amounts as will compensate the Registered Owner for such reduction. A certificate of the Registered Owner claiming compensation under this paragraph and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive absent manifest error. In determining any such amount, the Registered Owner may use any reasonable averaging and attribution methods. The Registered Owner shall notify the Issuer in writing of any adjustments pursuant to this paragraph at least sixty (60) days prior to the effective date thereof. Notwithstanding any provision of this paragraph or any other provision hereof to the contrary, in no event shall the Note Interest Rate exceed the maximum rate permitted by applicable law.

Upon an Event of Default, the Note Interest Rate shall be converted to the Default Rate.

"Note Interest Rate" shall mean a per annum rate equal to (a) 3.14% multiplied by (b) the Margin Rate Factor.

"Change in Law" means the occurrence, after the date of the Note, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directive

thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or, pursuant to the accord commonly referred to as "Basel III," by the United States or foreign regulatory authorities, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Determination of Taxability" means the occurrence after the date hereof of the adoption or taking effect of any law, rule or regulation that changes the ability of the Holder to exclude all or a portion of the interest on the Note for Federal income tax purposes, or a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of the Note is or was includable in the gross income of a Lender for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Holder, and until the conclusion of any appellate review, if sought.

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Margin Rate Factor" shall mean the fraction the numerator of which is equal to one (1) minus the Maximum Federal Corporate Tax Rate on the date of calculation and the denominator of which is 0.65. The Margin Rate Factor shall be $0.65/0.65$ or 1.0 so long as the Maximum Federal Corporate Tax Rate shall be 35%, and thereafter shall increase from time to time effective as of the effective date of any decrease in the Maximum Federal Corporate Tax Rate.

"Maximum Federal Corporate Tax Rate" shall mean the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to the Holder, the maximum statutory rate of federal income taxation which could apply to the Holder). The Maximum Federal Corporate Tax Rate on the date of execution of and delivery of the Note is 35%.

"Taxable Period" shall mean the period of time between (a) the date that interest on the Note is deemed to be includable in the gross income of the Owner thereof for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability.

"Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Registered Owner with the same after tax yield that the Registered

Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Registered Owner as a result of such Determination of Taxability. The Registered Owner shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer. The Taxable Rate shall be subject to all other adjustments as provided herein.

**SCHEDULE "III" TO FORM OF 2013 NOTE
PREPAYMENT PROVISIONS**

Prepayment Provision Rider

This Rider made as of November 14, 2013, is incorporated into and amends and supplements the attached Note of the same date in the amount of \$12,000,000 (the "Note") of the undersigned (the "Issuer") payable to STI Institutional & Government, Inc., and its successors and assigns (the "Holder"). In addition to the covenants and agreements made in the Note, the Issuer and the Holder agree that the following terms and conditions shall apply.

Prepayment Provision

Prior to October 1, 2015, the Note is not subject to prepayment. On and after October 1, 2015, the Note is subject to prepayment in whole or in part on any Business Day upon two Business Days' prior written notice to the Holder at a prepayment price of 100% of the principal amount being prepaid plus accrued interest to the date of prepayment.

Non-Individual signature

(Seal)

ESCAMBIA COUNTY, FLORIDA
As Issuer

By: _____
Chairman

SCHEDULE "IV" TO FORM OF NOTE

PURCHASER'S LETTER

[PURCHASER'S LETTERHEAD]

Chairman
Board of County Commissioners
Escambia County, Florida

McGuire Woods, LLP
Jacksonville, Florida

To Whom It May Concern:

We certify that the following are true and correct in relation to the purchase by STI Institutional & Government, Inc. (the "Lender"), of the \$_____ Capital Improvement Revenue Note, Series 2013 (the "2013 Note") dated November 14, 2013, and issued by Escambia County, Florida (the "Issuer") pursuant to Resolution R2013-____ duly adopted by the Issuer on November 7, 2013 (the "Resolution"):

1. The Lender is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933 (the "1933 Act").
2. The Lender has made its own inquiry and analysis with respect to the Issuer, the 2013 Note and the security therefor, and other material factors affecting the security for and payment of the 2013 Note.
3. The Lender has received the financial information requested by the Lender from the Issuer in connection with the 2013 Note and has been afforded the opportunity to examine such documents and receive such written information concerning the terms and conditions of the 2013 Note and the financial condition and creditworthiness of the Issuer as the Lender has deemed necessary to receive in connection with determining whether to purchase the 2013 Note.
4. The Lender understands that the loan is evidenced by the 2013 Note, and the 2013 Note is issued in a single denomination equal to the aggregate principal amount of the 2013 Note and may be transferred only to a Permitted Lender, as defined in the Resolution.
5. The Lender is acquiring the 2013 Note from its own capital for its own accounts for investment and not with a present view to the resale or other distribution of all or any part thereof or any interest therein to others.

6. The Lender acknowledges that it is permitted to transfer the 2013 Note only upon compliance with the requirements of the Resolution and the 2013 Note.

7. The interest rate established for the 2013 Note was established at arms length between the Lender and the Issuer.

8. The Lender further represents, warrants and covenants that:

(i) it understands that so long as it is not, in the opinion of bond counsel, required by any applicable law, regulation, rating agency standard or rule of an applicable regulatory agency, the Issuer does not intend to make any filing with respect to the loan represented by the 2013 Note with the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board's continuing disclosure site;

(i) it understands that no CUSIP will be obtained with respect thereto;

(iii) the 2013 Note carries no rating from any credit rating agency.

9. The Lender acknowledges that the 2013 Note has not been designated as a qualified tax exempt obligation under Section 265(b) of the Internal Revenue Code.

10. Lender hereby notifies Issuer that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), Lender may be required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow Lender to identify the Issuer in accordance with the Act.

STI INSTITUTIONAL & GOVERNMENT, INC.

By: _____
Its: Senior Vice President

EXHIBIT "B"

ANTI-DILUTION TEST ILLUSTRATION

Anti Dilution/DSC Test Calculation	
Input Variables	
A) Most Recent Audited Fiscal Year Legally Available Non Enterprise, Non Ad Valorem Revenues	\$ 186,686
B) Most Recent Audited Fiscal Year Ad Valorem Revenues	\$ 103,386
C) Most Recent Audited Fiscal Year Total Revenues	\$ 290,072
D) Cost of Essential Services (Most Recent Audited Fiscal Year)	\$ 169,513
E) Existing MADS on CBA	-
F) MADS on Proposed CBA	\$ 1,327
G) MADS on Existing and Proposed CBA Debt (G + H)*	\$ 1,327
H) MADS on Debt Secured by Lien on Specific Non Ad Valorem Revenues	\$ 8,913
I) MADS on All Debt Secured by Non Ad Valorem Revenues (I + J)*	\$ 10,240
J) Required Global Coverage Test	1.20
GLOBAL COVERAGE TEST: Net Current Year Anti-Dilution Test $(A - ((A/C) \times D) / I >$	1.20
Most Recent Audited Fiscal Year Legally Available Non Enterprise, Non Ad Valorem Revenues (A)	\$ 186,686
less $((A/C) \times D)$	\$(109,096)
Equals: Revenues after Allocation for Essential Services	\$ 77,590
Divided by: I (MADS on All Debt Secured by Non-Ad Valorem Revenue)	\$ 10,240
Global Coverage (Includes senior lien and CBA debt service)	7.58
Global Coverage Test	1.20
In Compliance?	YES



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5183

County Administrator's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 11/07/2013

Issue: NOLFX

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Discussion Concerning NOLFX - George Touart, Interim County Administrator

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5242

County Administrator's Report 11. 2.

BCC Regular Meeting

Discussion

Meeting Date: 11/07/2013

Issue: Appointment to the United Way Human Services Appropriations Committee

From: Marilyn Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Human Services Appropriations Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding an appointment to the Human Services Appropriations Committee (HSAC), maintained by the United Way of Escambia County, Inc.:

A. Approve the appointment of Terrence "Terry" William Brotherton to the HSAC for a three-year term, effective November 7, 2013, through November 6, 2016;

OR

B. Approve the appointment of Paul C. Vincent to the HSAC for a three-year term, effective November 7, 2013, through November 6, 2016.

The two individuals representing the Escambia County Board of County Commissioners on the HSAC are appointed by majority vote of the Board of County Commissioners (BCC). With the expiration of Dr. Neil Carter Davis' term on November 3, 2013, there is currently one BCC vacancy on the HSAC.

BACKGROUND:

Annually, under agreement with the Board of County Commissioners, the responsibility of approving requests for funding to local non-profit agencies/organizations is handled via the Human Services Appropriations Committee of the United Way of Escambia County. Persons serving on this committee are Escambia County residents, including appointees from the Board and the Pensacola City Council. The HSAC provides recommendations from agency presentations with funding requests. The funding rationale and criteria used is based on the impact and relationship to local and/or state government service expenditures, the benefit to the community as a whole, the measured effectiveness and results of programs and services, other sources and/or opportunities of the requesting agency for funding, and the urgency of the services relative to the total amount of funds available.

Due to outside obligations, Dr. Neil Carter Davis is unable to continue with serving on the HSAC after the expiration of his current term. Both Terry Brotherton and Paul Vincent have expressed

interest in serving on this committee. Their resumes are attached.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such appointments to boards or committees.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs will coordinate with the HSAC on this appointment.

Attachments

Terry Brotherton resume

Paul Vincent resume

Terrence William Brotherton, PMP
13500 Sandy Key Dr.,
Pensacola, FL 32507

Home Phone: (703) 861-5703
E-Mail: twbroton@Gmail.com
Cleared at TS-SCI Level

Objective: Apply 30+ years of systems development, integration, testing and operations supporting National Intelligence, Space, Missile Warning and communications systems to enhance Homeland Defense.

Experience: - LMCO/The SI Org **Systems Engineering Principal, P625 5/06-2012/10** Lead System Engineer with extensive experience to solve the customer's hardest technical trades and systems integration. Performs technical planning, system integration, cost and risk, and supportability and effectiveness analyses for total systems. Excellent interpersonal and teamwork skills used to directly work with the customer's management and lead engineers. Analyses are performed at all levels of total system product to include: concept, design, build, test, installation, operation, maintenance and disposal. Ensures logical and systematic conversion of customer requirements into total systems solutions that acknowledge technical, schedule, and cost constraints. Performs functional analysis, timeline analysis, detail trade studies, requirements and interface definition studies to translate customer requirements into specifications.

Systems Engineering Principal GeoScout SI, 5/05-5/06 – Left to use recently granted clearance. Performs technical planning, system integration, verification and validation, cost and risk, and supportability and effectiveness analyses for total systems. As Architecture Trades and Analysis Skill Center Manager, I am involved with the whole lifecycle of attaining the proper talent for the National System of GeoSpatial-Intelligence (NSG) Systems Integrator: from authoring requisitions, reviewing resumes, making hire recommendation, conducting Organizational Conflict of Interest training and post employment OCI adjudication. As Study Lead for Standards Based Federated Alternative study for access to all NSG data holdings, after regular interface with senior NGA leadership, study recommendation is projected to save the government over \$30M. Crafted Certification and Accreditation study methodology and study results.

Senior Staff Systems Engineer, ACACIA Systems Engineering (12/03-5/05) Provide System Integration and Enterprise Engineering support to the prime and FBI government customer in order to successfully integrate several FBI development contracts. Upgrades include Data Warehousing, multi-agency information sharing and implementing Enterprise Architecture. Identify program schedule and resource disconnects and solutions. Author key PM documents including the FBI's IT modernization ConOps.

VOYAGER Interface SETA (11/02)- Systems Engineering and Technical Assistance (SETA) program management support to Joint Agency/Military customer. Specific responsibilities include acquisition management, process management, contract solicitation and administering the acquisition of critical core customer systems. VOYAGER Interface SETA support ensuring critical Core Customer systems exchange data correctly to support warfighting missions.

NATSIM Program Management SETA (10/00)- Responsible for simulation system contract financial evaluations and requirements management for NRO Customer. Represented program for COTR at Joint Federation requirements forums to ensure the capabilities of the core customer are appropriately included in the DoD-wide simulation system. Technical lead for the customer's follow-on simulation program. Assured the COTR that all financial and contractual provisions were in place to accurately model the customer's evolving capability. Responsible for organizing and implementing the Program Office's Software Acquisition (SA) Capability Maturity Model (CMM) improvement analysis. Recognized by M&DS for key contribution to LMCO's initial iCMM level 5 evaluation

Chief, Long Range and Strategic Plans, ANG, LtCol, USAF, 1998-2000

Guided the Air National Guard's Integrated Planning Process to ensure programming and execution activities follow a coherent plan to support our federal, state and community missions. Aligned key planning, programming, and feedback processes of Federal, State, and Unit organizations.

- Guided the 106,000 person Air National Guard move into emerging missions and technologies.
- Led multi-component IPT to increase ANG role in futuristic Reserve Component Employment Study -- Bomber, fighter, homeland defense and information technology (IT) missions transferred. .
- Convinced ANG Director to model ANG within DoD and Joint Modeling and Simulations.
- ANG Advocate at Executive Flag-level DoD decision making and corporate planning forums. Tied loose confederation of 54 State and Territories corporate planners together through IT.

Major accomplishments: Represented ANG at Flag-level planning conference in which future Information Operations and Space missions and funding were transferred from the active Air Force to the ANG.

Deputy Director, Space and Missile Warning Ctr, AF (Electronic Sys Ctr), LtCol, USAF 04/97-08/98

- Led 600 people in support of the air and missile warning and space control C4 needs of CINCNORAD and USCINCSpace.
- Guided completion of the \$1.7B Cheyenne Mountain Upgrade and oversaw systems migrating second generation ADP to Third Generation.
- Guided 24-hour/7-day support with \$65M budget. Change agent for CINCNORAD in apply all air defense, missile warning and space control mission upgrades
- Simultaneously provided legacy system support to all Cheyenne Mountain systems while upgrading these capabilities to user desires.
- Program Manager for initial Theater Ballistic Warning System program development.

Deputy Director, Communications, JTF , Armed Forces Inaugural Committee, LtCol, USAF 05/96-04/97

Led 104 Joint Service members in providing all '97 military inaugural communications and computer support-

Provided over 1,000 telephone, radio, and computer solutions for over 3,000 Armed Forces users.

Adapted and leveraged state-of-art civilian information infrastructure to support military requirements-

Communications Program Manager controlling performance solution sets, timelines, and budgets.

Program Manager for 200 node computer network, stand alone cellular telephone and 3 radio networks

Professor, Systems Management, National Defense University, LtCol, USAF 08/92-05/96

Created and taught emerging technologies lessons to Senior DoD Information Technology leaders.

* Program manager and technical expert responsible for NDU accredited software engineering curriculum

* Author of Information Warfare and Strategy Senior Service School sensor, space, and simulation curriculum

* Led ten senior professors from IRMC and DSMC in Software Acquisition curriculum development as Defense Acquisition University executive course program manager.

Major accomplishment: 1. Led as capture manager and program manager for three Software Acquisition Management courses for Defense Acquisition University. These courses were later cited by Under Secretary of Defense for Acquisition Reform as being pivotal to controlling the continuing significant management problems that have pledged development of weapon, command & control, and DoD business systems. 2. Co-authored Practical Software Measures – the parent document of LMCO's measurement program.

Previous Air Force Assignments include:

- Air Force Test & Evaluation S/W Div Chief - Ensured \$1.5B CSOC was effective and maintainable.
- Defense Information Systems Agency CMM Evaluation lead –Trained multiple teams and conducted numerous CMM pre-source selection software maturity evaluations
- National Military Command System Chief of Ballistic Missile Warning - responsible for ensuring the NCA/Joint Staff access to missile warning information at NMCC and the Alternate NMCC.
- TAC Command and control studies manager for diverse ways to effectively employ air power;
- Modeling and Simulation Team lead --- Developed aircrew debriefing tool used to illustrated actual aircraft vs simulated SAM engagements over the Nellis Range as well as led effort to transfer theater force-on-force model to the Army;
- S/W Space Defense Center team lead to controlling the National satellite surveillance network and ensuring the accuracy of the prime SLBM Early Warning sensor

Education:

Project Management Institute	Cert, Project Management Professional 2012
Defense Systems Management College	Cert, Program Management Course 1998
Information Resources Management College	Cert, Advanced Management Program 1992
Air Force Institute of Technology	MS, Systems Management 1985
Florida State University	BS, Business Admin (Mgmt Info Sys), 1976

Personal:

Multi-disciplined DAWIA Level 3 certified acquisition expert with 20+ years of expertise

Professor and architect of IT Graduate Education program for senior DoD leaders.

Extensive planning experience within Intelligence, IT, homeland defense and Space arenas

Retired Air Force LtCol with superior credentials, leadership ability, and communication skills.

Resume

Paul C. Vincent

7535 Southpointe Pl.

Pensacola, Fl. 32514

Ph. (850) 255-3420

e-mail: paul_vincent@cox.net

Career Objective

To continue to work in the community to be able to build a program to its highest level..

Education

Present	Finishing coursework for a reading endorsement certification
1982	B.S. in Education with concentrated course work in psychology, sociology, and special education.

Work Experience

2008-2009	Contract teacher, Santa Rosa County Public Schools worked as an ESE teacher in full charge of the Read 180 program at the Santa Rosa Juvenile Residential Facility. The program was reviewed by JJEEP and received exemplary status.
2006-2008	Taught at the Santa Rosa Juvenile Residential Facility as the Read 180 teacher in full charge of the Read 180 program. I took this program from failing status to satisfactory status the first year and then to superior status the second year. At this time the school was under contract with Youth Services International in the Santa Rosa County School District.
2005-2006	Santa Rosa County Public Schools, worked as a substitute teacher to gain experience in the classroom setting.
1999-2005	Medicaid provider for the State of Florida, worked in the Brain and Spinal Cord Injury Program providing services on individual cases.
1985-1999	Worked thru VR in providing instruction for college students at PJC who were identify as ESE.

Civic

Sunrise Kiwanis Club, Served on the Board of Directors

Toastmasters International, Monday Nite Club, Presently serve as VP of membership

References

Available on request.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5219

County Attorney's Report 11. 1.

BCC Regular Meeting

Action

Meeting Date: 11/07/2013

Issue: SHI / Microsoft / Volume Licensing and Program Signature Form

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning SHI / Microsoft / Volume Licensing and Program Signature Form

That the Board take the following action:

A. Rescind the Boards' action of September 24, 2013, from the Supplemental County Attorney's Report Item 1. "B" (Resume attached); and

B. Approve and authorize the Chairman to execute the Microsoft / Volume Licensing Program Signature Form.

BACKGROUND:

On June 20, 2013 the Board voted to accept the jail, effective October 1, 2013. On September 24, 2013 the Board approved the above-referenced software agreement. We later received an email from Michael Lauman concerning a review from his audit team that he had sent the wrong program signature form.

BUDGETARY IMPACT:

The Sheriff has covered the SHI Agreement for the first year and the County will be responsible for years two and three.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sept. 24, 2013 Resume

Program Signature Form and Enterprise Enrollment

October 18, 2013 Email

MINUTES OF THE SECOND BUDGET PUBLIC HEARING – Continued


ITEMS ADDED TO THE ADENDA – SUPPLEMENTAL COUNTY ATTORNEY'S REPORT

1. Software Agreements

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the Sheriff's Software Agreements transferring to the County:

A. Approving, and authorizing the Chairman to execute, the Safran MorphoTrak extension to Maintenance and Support Agreement #001431-004 LiveScan Station Rev 1, which includes the following Exhibits:

- (1) Exhibit A – "Description of Covered Products";
- (2) Exhibit B – "Support Plan";
- (3) Exhibit C – "Support Plan Options and Pricing Worksheet"; and
- (4) Exhibit D – "Current Billable Rates," for the period September 1, 2013 through August 31, 2014; and

 B. Approving, and authorizing the Chairman to execute, the SHI Licensing Agreement (*Microsoft Volume Licensing*) for software on the 220 computers coming from the Sheriff to the County.

ITEMS ADDED TO THE ADENDA – SUPPLEMENTAL COUNTY ADMINISTRATOR'S REPORT

1. Agreement for Payment in Lieu of Taxes

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried, unanimously, approving, and authorizing the Chairman to sign, the *Agreement for Payment in Lieu of Taxes by and among Escambia County Board of County Commissioners and Sacred Heart Health System, Inc.*, allowing Sacred Heart to pay the County \$839,850.37.

2. Letter of Agreement

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, approving the *Letter of Agreement* between Escambia County and the Agency for Health Care Administration, in the amount of \$810,000, allowing Sacred Heart Hospital to participate in the Medicaid Buyback Program.

Program Signature Form

MBA/MBSA number

U0275474

Proposal ID

Agreement number

01E73214

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.


For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-02113 (K451)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	W29 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Escambia County Jail (BOCC)
Signature*	
Printed First and Last Name*	Gene M. Valentino, Chairman
Printed Title*	
Signature Date*	
Tax ID	

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY  **DEPUTY CLERK**

* indicates required field

Approved as to form and legal sufficiency.

By/Title

Date: 10/21/13

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title* Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title* Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Prepared By:Name of Preparer
Email of Preparer

Enterprise Enrollment – Custom

State and Local

Enterprise Enrollment number
(Microsoft to complete)

--

Proposal ID

K451

Previous Enrollment number
(Reseller to complete)

7354164

Earliest expiring previous
Enrollment end date ¹

9/31/2013

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Qualified Device" means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate's Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate's Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Purpose.

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. Product Use Rights, Qualifying Systems Licenses and Transitions.

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.
- b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

- c. **Transitions.** The following requirements apply to Transitions:
 - (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
 - (ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
 - (iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
 - (iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
 - (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
 - (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
 - (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment are subject to Section 2(e)(i) of the Enterprise

Agreement, as amended, throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.

- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
 - (i) Any future pricing (if applicable); and
 - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

5. **Order requirements.**

- a. **Minimum Order Requirements.** Except as may be otherwise agreed to in writing, Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

- (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

Microsoft | Volume Licensing

- (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
- (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
- (iv) **Late true-up order.** If the true-up order is not received when due:
 - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
 - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.
- (vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:
 - 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.
- d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

7. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be

cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) Customer Data. Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. Termination.

- (i) **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices (even if such non-payment is caused by non-appropriation of funds). Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure..
- (ii) The parties acknowledge and agree that the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funds are not appropriated by the Legislature, the State of Florida will provide 30 days written notice to Microsoft of such non-appropriation and intent to terminate any applicable Enrollments. (iii)
- (iii) **Early termination.**

If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
- It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of

installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

- (iv) **Effect of termination or expiration.** When an Enrollment expires or is terminated,
 - Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.
- (v) **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.
- (vi) **Enterprise Agreement Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments. For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Affiliates are included in the Enterprise. Check only one box in this section:

☒ Enrolled Affiliate

☐ Enrolled Affiliate and the following Affiliate(s):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)*Escambia County Jail (BOCC)

Contact name* FirstDavidLastMusselwhite

Contact email address*dmussel@co.escambia.fl.us

Street address*221 Palafox Place

City*Pensacola**State/Province***FL

Postal code*32502-5827

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*United States

Phone*850-595-4993**Fax**

Tax ID

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may

grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as primary contact

Name of entity*

Contact name* First Last

Contact email address*

Street address*

City* State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone* Fax

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

- c. **Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

Microsoft account manager name:

Microsoft account manager email address:

- d. **Media delivery contact (DO NOT COMPLETE IF ATTACHING MEDIA ELECTION FORM).** This is the contact at the ship to/electronic delivery address.

☒ Same as notices contact and Online Administrator

Name of entity*

Contact name: First* Last*

Contact email address (required for online access)*

Street address (no PO boxes accepted)*

City* State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone* Fax

- e. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

- f. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City* State/Province* Postal code*

Country*

Contact name*

Phone* Fax
Contact email address*

The undersigned confirms that the information is correct.

Name of Reseller*
Signature* _____
Printed name*
Printed title*
Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- g. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- Additional notices contact
 - Software Assurance manager
 - Subscriptions manager
 - Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – Amendment ID CTM -SplitCC

The following Amendment *replaces* the standard Enterprise and Enterprise Subscription Enrollment Product Selection Form and Amends the "Order Requirements" Section of the Enrollment.

This Amendment enables the Enrolled Affiliate the ability to meet the initial Enrollment Order requirements with Products other than Enterprise Products and Enterprise Online Services Products. These Products are captured under the Platform Option of "Enterprise Product Components" specified in Step 1 below. Enrolled Affiliate may select "Enterprise Product Components" for all Qualified Users/Devices without the requirement of also having Enterprise Products or Enterprise Online Services specified on this Amendment.

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

☒ **Enterprise Products.** Choose platform option: Components only (not full platform)

Qualified Devices: 220

Qualified Users: 220

☐ **Enterprise Online Services**

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products ²	Quantity
Office Professional Plus	
Office Pro Plus	
Office Pro Plus for Office 365	
Office Standard	
Office 365 Plans¹	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	

Products ²	Quantity
Client Access License (CAL). Choose 1 option for either Core CAL or Enterprise CAL	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	220
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Enterprise Product Components. Choose 1 or multiple Components	
<input type="checkbox"/> Windows CAL	
<input type="checkbox"/> Exchange Standard CAL	
<input type="checkbox"/> SharePoint Standard CAL	
<input type="checkbox"/> Lync Server Standard CAL	
<input type="checkbox"/> System Center Configuration Manager Client ML	
<input type="checkbox"/> Forefront End Point Protection	
<input type="checkbox"/> Windows Remote Desktop Services CAL	
<input type="checkbox"/> Exchange Enterprise CAL	
<input type="checkbox"/> SharePoint Enterprise CAL	
<input type="checkbox"/> Lync Server Enterprise CAL	
<input type="checkbox"/> System Center Client Management Suite ML	
<input type="checkbox"/> Forefront Protection Suite	
<input type="checkbox"/> Forefront Unified Access Gateway CAL	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One>	
Windows Desktop	
Windows OS Upgrade	220
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on ³	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ⁴	
SQL Server Device CAL	
SQL Server User CAL	220

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products ²
<input type="checkbox"/> Office Pro Plus for Office 365
<input type="checkbox"/> Office 365 (Plan E1)
<input type="checkbox"/> Office 365 (Plan E2)
<input type="checkbox"/> Office 365 (Plan E3)
<input type="checkbox"/> Office 365 (Plan E4)
<input type="checkbox"/> Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/> Windows Intune
<input type="checkbox"/> Windows Intune Add-on ³

Step 4. Establish the Enrolled Affiliate's Price Level. Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Price Group	Qty from above
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2-E4)	1	
Client Access License + Office 365 (Plans E1-E4) + Enterprise Product Components	2	220
Client Access License + Windows Intune Add-on + Windows Intune + Enterprise Product Components	3	220
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	220

Qty	Price Level
250 and Above	D

Product Offering/Pool	Price Level
Enterprise Products and Enterprise Online Services: Set price level using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Set price level using quantity from Group 1	D
Additional Product Server Pool: Set price level using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Set price level using quantity from Group 4	D

¹ Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

² Additional Products may be included on the order, but are not selected on this form.

³ Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.

⁴ MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

This form must be attached to a signature form to be valid.

From: [Michael Lauman](#)
To: [Dianne C. Simpson](#); [David A. Musselwhite](#)
Cc: [Alison A. Perdue](#)
Subject: RE: Paperwork
Date: Friday, October 18, 2013 1:18:34 PM

Hello Dianne,

I think the best thing to do at this point is for me to send you the paperwork for your meeting next month. I will get with Microsoft and send a complete email to you including all paperwork.

Thanks,

From: Dianne C. Simpson [<mailto:dcsimpso@co.escambia.fl.us>]
Sent: Friday, October 18, 2013 2:07 PM
To: Michael Lauman; David A. Musselwhite
Cc: Alison A. Perdue
Subject: RE: Paperwork

Is this the Licensing Agreement you need to replace the one that was approved on September 24th? If so, I will have the previous agreement rescinded and use the new attached Licensing Agreement to be approved at the next Board meeting which will take place on November 7th. Please confirm this is correct and I will get started on the recommendation. Thank you!

Dianne Simpson
Assistant to County Attorney
Alison P. Rogers
221 Palafox Place, Ste. 430
Pensacola, Florida 32502

(850) 595-4970 - Office
(850) 595-4979 - Facsimile

From: Michael Lauman [mailto:Michael_Lauman@SHI.com]
Sent: Friday, October 18, 2013 1:02 PM
To: Dianne C. Simpson; David A. Musselwhite
Cc: Alison A. Perdue
Subject: RE: Paperwork

Dianne,

Here is updated Enrollment for as well.

From: Dianne C. Simpson [<mailto:dcsimpso@co.escambia.fl.us>]
Sent: Friday, October 18, 2013 1:36 PM
To: David A. Musselwhite; Michael Lauman
Cc: Alison A. Perdue
Subject: RE: Paperwork

I have not received the corrected licensing agreement so that I can place it on the agenda for Board approval. Thank you and I look forward to hearing from you.

Dianne Simpson
Assistant to County Attorney
Alison P. Rogers
221 Palafox Place, Ste. 430
Pensacola, Florida 32502

(850) 595-4970 - Office
(850) 595-4979 - Facsimile

From: David A. Musselwhite
Sent: Monday, September 30, 2013 4:33 PM
To: Michael.Lauman@SHI.com
Cc: Alison A. Perdue; Dianne C. Simpson
Subject: RE: Paperwork

Michael

Please see below.

David

From: Dianne C. Simpson
Sent: Monday, September 30, 2013 3:07 PM
To: David A. Musselwhite
Cc: Alison A. Perdue
Subject: RE: Paperwork

We will place this on the County Attorney's Report for Thursday, October 3rd, the original agreement has already been approved by the BCC so we will rescind the Board's action of September 24, 2013 and approve the corrected licensing agreement. Can Mr. Lauman send me the corrected licensing agreement that will have the changes he noted in his email below? Thank you and I look forward to hearing from you.

Dianne Simpson
Assistant to County Attorney
Alison P. Rogers
221 Palafox Place, Ste. 430
Pensacola, Florida 32502

(850) 595-4970 - Office
(850) 595-4979 - Facsimile

From: David A. Musselwhite
Sent: Monday, September 30, 2013 1:07:16 PM
To: Alison A. Perdue
Subject: Fwd: Paperwork

Auto forwarded by a Rule

Hi

Sorry, this should have 1 Word and 1 PDF file.

david

David Musselwhite
Director, Information Technology
Escambia County, Fl
Email: damussel@myescambia.com
Office: 850-595-4993
Mobile: 850-554-3081

Begin forwarded message:

From: "Michael Lauman" <Michael_Lauman@SHI.com>
To: "David A. Musselwhite" <damussel@co.escambia.fl.us>
Subject: Paperwork

Hello David,

I hope this email finds you well. After review from our audits team I made a mistake sending over the wrong program signature form. I sent over the standard form instead of the sub 250 amendment form. I apologize about this. Can you please sign and date this new form attached? This is the one we need to send to Microsoft. Also, can you please approve 2 small changes for me? I need to remove the word "User" on page 13 of the attached and take away "220" from the Office box on page 14 since you are not getting office. Again, I apologize for these changes. Can you please "OK" these changes and sign and scan back the new Program signature form?

Thank you,

Michael Lauman | SHI | North Florida State & Local |



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5249

County Attorney's Report 11. 2.

BCC Regular Meeting

Action

Meeting Date: 11/07/2013

Issue: Interlocal Agreement for the Expenditure of Local Government Infrastructure Surtax Proceeds

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Santa Rosa County and Escambia County for the Expenditure of Local Government Infrastructure Surtax Proceeds.

That the Board approve and authorize the Chairman to execute the Interlocal Agreement between Santa Rosa County and Escambia County for the expenditure of local government infrastructure surtax proceeds.

BACKGROUND:

Pursuant to §212.005(2), Florida Statutes, the governing authority of each county is authorized to levy a discretionary sales surtax, the proceeds of which shall be distributed to the county in which the surtax was collected as specifically provided therein and may be expended in the county or, in the case of negotiated joint county agreement, within another county to finance, plan and construct infrastructure. This agreement will provide the terms whereby Escambia County may expend local government infrastructure surtax proceeds levied in Escambia County to acquire certain real property for the purpose of financing, planning, and constructing infrastructure in Santa Rosa County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was drafted and approved by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY AND
ESCAMBIA COUNTY FOR THE EXPENDITURE OF LOCAL
GOVERNMENT INFRASTRUCTURE SURTAX PROCEEDS**

This Interlocal Agreement is made and entered into this _____ day of _____, 2013, by and between Santa Rosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners, with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners, with an administrative address of P.O. Box 1591, Pensacola, Florida 32597.

WITNESSETH:

WHEREAS, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, pursuant to §§163.01, Florida Statutes, et seq., Escambia County and Santa Rosa County are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, §212.055(2), Florida Statutes, authorizes the governing authority of each county to levy a discretionary sales surtax, the proceeds of which shall be distributed to the county in which the surtax was collected as specifically provided therein and may be expended in the county or, in the case of a negotiated joint county agreement, within another county to finance, plan and construct infrastructure; and

WHEREAS, the parties hereto desire to enter into this agreement setting forth the terms whereby Escambia shall expend local government infrastructure surtax proceeds levied in Escambia County to acquire certain real property for the purpose of financing, planning, and constructing infrastructure in Santa Rosa County; and

WHEREAS, it is in the best interest of the public that Escambia and Santa Rosa enter into this agreement for the expenditure of said proceeds for the purpose of acquiring certain real property for the purpose of financing, planning, and constructing infrastructure in Santa Rosa County; and

WHEREAS, said expenditure of local government infrastructure surtax proceeds serves a public purpose.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of the Agreement. Pursuant to §§163.01, Florida Statutes, et seq., and §212.055(2), Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby Escambia County shall expend local government infrastructure surtax proceeds levied in Escambia County to acquire certain real property for the purpose of financing, planning, and constructing infrastructure in Santa Rosa County.

Section 3. Responsibilities of the Parties.

The parties hereto agree that Escambia County may expend up to two million dollars (\$2,000,000,000) of local government infrastructure surtax proceeds levied in Escambia County to acquire certain real property more particularly described herein and up to an additional one million dollars (\$1,000,000.00) for the purpose of financing, planning, and constructing infrastructure on said property in Santa Rosa County.

The subject property as identified by the Santa Rosa County Property Appraiser includes the following:

Parcel ID #32-4N-29-0000-00100-0000
Parcel ID #32-4N-29-0000-00201-0000
Parcel ID #32-4N-29-0000-00202-0000

Escambia County shall be responsible for negotiating the purchase of the subject property by separate agreement with the present owner(s). Nothing herein shall obligate Santa Rosa County to expend any sum in relation to Escambia County's acquisition, financing, planning or construction of the said property nor to make any contribution thereto.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Offices of the Clerks of the Circuit Court of Escambia County and Santa Rosa County. Each Party shall be responsible for filing the Agreement with the Clerk in their respective jurisdiction.

Section 4. Miscellaneous Provisions.

Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

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

Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

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

Interpretation.

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

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

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

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

Escambia County:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, FL 32591

Santa Rosa County:
County Administrator
Santa Rosa County
6495 Caroline Street, Suite M
Milton, FL 32570

Prior Agreements Superseded.

This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

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

By: _____
Gene M. Valentino, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court BCC Approved: _____

By: _____
Deputy Clerk
(Seal)

Approved as to form and legal sufficiency.

By/Title: K. Huo
Date: 10/28/13

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

By: _____
Robert A. Cole, Chairman

Date: _____

ATTEST: Don C. Spencer
Clerk of the Circuit Court BCC Approved: _____

By: _____
Deputy Clerk
(Seal)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5262

County Attorney's Report 11. 3.

BCC Regular Meeting

Action

Meeting Date: 11/07/2013

Issue: Florida Institute for Human and Machine Cognition (IHMC)

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Florida Institute for Human and Machine Cognition (IHMC)

That the Board take the following action concerning the Florida Institute for Human and Machine Cognition (IHMC):

A. Accept and acknowledge for the Board's records the following documents, in substantially the attached form, but subject to minor amendments and legal sign-off:

1. The Memorandum of Agreement;
2. The Ground Lease;
3. The Special Warranty Deed;
4. The Closing Statement;
5. The Owner's Affidavit, Non-Foreign Affidavit and Request for Taxpayer Identification Number;
6. The Environmental Indemnity Agreement;
7. The Title Commitment;
8. The letter from the Appraiser (the full appraisal is available in the County Attorney's Office upon request);
9. The Checklist for Acquisition of Real Property; and

B. Authorize the Chairman to execute the above-referenced documents, where necessary, in order to conclude the transaction with the IHMC; and

C. Authorize the County Attorney to process and the Chairman to execute, where necessary, any other documents necessary to conclude the transaction with IHMC.

BACKGROUND:

On October 3, 2012 at 5:32 p.m., the Board of County Commissioners held a TEFRA hearing relative to a \$12 million loan. The County intends to insure that IHMC is able to proceed with a consolidation of its campus and other construction projects. These documents allow for the transaction to proceed. Escambia County shall close on the loan in November 2013.

BUDGETARY IMPACT:

IHMC will be responsible for the debt service.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney will sign-off on any documents in order to conclude the transaction with the IHMC.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Memorandum of Agreement

Ground Lease

Special Warranty Deed

Closing Statement

Owner's Affidavit

Environmental Indemnity Agreement

Title Commitment

Ltr. from Appraiser dated Sept. 27, 2013

Checklist for Acquisition of Real Property

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT(the "Agreement") dated November _____, 2013, is made and entered into between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (the "County"), and Florida Institute for Human and Machine Cognition, Inc., a Florida not-for-profit corporation authorized to conduct business in the State of Florida, with an address of 40 South Alcaniz Street, Pensacola, Florida 32502 ("IHMC")(each, a "Party," or both, the "Parties").

WITNESSETH:

WHEREAS,pursuant to §1004.447 and Chapter 617, Florida Statutes, the Florida Institute for Human and Machine Cognitionwas created as a not-for-profit corporation affiliated with the Florida University System and established at the University of West Florida; and

WHEREAS, IHMC serves as a premier research institute providing pioneer technologies aimed at leveraging and extending human capabilities; and

WHEREAS, IHMC conducts business in Escambia County at that certain property acquired from the University of West Florida Foundation, Inc., by deed dated June 29, 2005, and recorded at Official Records Book 5683, at Page 1000 of the public records of Escambia County, Florida, and further described in the attached Exhibit "A" (the "Property"); and

WHEREAS, to further its mission, IHMC desires to expand its current facilities on the Property and in Escambia County; and

WHEREAS, the County desires to maintain a stable economy, promote economic development, and enhance the standard of living for the citizens of Escambia County by retaining and promoting the expansion of such businesses; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to enter into this Agreement with IHMC to facilitate the expansion of IHMC's facilities in Escambia County by purchasing the Property, and leasing it to IHMC; and

WHEREAS, it is the intention of the Parties that at the expiration of the Lease, IHMC will have fully repaid Escambia County the full cost of the Purchase Price (defined below) and Tenant Improvement Funds (defined below) advanced to IHMC and the Property, including the improvements, and future improvements, will be deeded to IHMC under the terms set forth herein; and

WHEREAS, the Parties desire to reduce the terms of their agreement into this Agreement.

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

ARTICLE 1
Recitals

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

ARTICLE 2

Responsibilities of Parties

2.1 Subject to the terms and conditions set forth in this Agreement, IHMC shall convey all right, title, and interest in the Property to the County.

2.2 Contemporaneously with the conveyance of the Property by IHMC to the County, the County shall enter into a net lease (the "Lease") for the purpose of leasing the Property to IHMC; the Lease shall be in the form attached hereto as Exhibit "B." IHMC will provide to a bond to the County equal to one year of lease payments.

2.3 During the term of this Agreement, and as more particularly set forth herein and in the Lease: (a) the County shall retain all right, title, and interest in the Property, building improvements (including improvements to be made hereafter), and fixtures now or hereafter erected on the Property; (b) as long as IHMC is not in default of this Agreement or the Lease, IHMC shall have the right to maintain exclusive control over the Property, shall construct improvements upon and make such other modifications on the Property (IHMC shall be responsible for obtaining all development reviews, approvals, and permits necessary for any construction or improvements on the Property); (c) IHMC shall be responsible for the maintenance of the Property and keep any improvements now or hereafter erected on the Property in good condition and repair. Further, IHMC shall be responsible for all costs related to the use and operation of the Property; (d) IHMC shall provide and maintain, at its expense, the policies described in the Lease; and (e) 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 IHMC's use of the Property.

2.4 Subject to the terms and conditions set forth in this Agreement and the Lease, the County shall advance funds to tenant IHMC for tenant improvements in the amount of Eight Million Two Hundred Fifty-Four Thousand One Hundred Twenty-Seven and 77/100's Dollars (\$8,254,127.77) (the "Tenant Improvement Funds").

2.5 As additional security for such indebtedness, IHMC shall provide the County with a surety bond in the amount of twelve (12) months of lease payments.

2.6 Provided there is no Event of Default (defined below) of this Agreement or an event of default of the Lease, the County grants IHMC an option to purchase the Property: (a) upon conclusion of the Lease (payment of all sums due thereunder when due), the option price shall be the sum of One Hundred Dollars (\$100.00); and (b) prior to the conclusion of the Lease for the sums set forth in the attached Exhibit "C;" at which time County shall convey to IHMC

all right, title, and interest in the Property, including the building improvements (including improvements to be made hereafter), and fixtures now or hereafter located on the Property. IHMC shall be responsible for the payment of all closing costs associated with the conveyance of the Property following the exercise of the option.

2.7 This Agreement shall become effective, after being properly executed by the Parties, when filed with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement.

ARTICLE 3 **Agreement for Purchase and Sale**

IHMC agrees to sell and County agrees to purchase the Property upon the terms and conditions hereafter set forth.

3.1 **Purchase Price.** The purchase price ("Purchase Price") for the Property shall be as follows:

(a) The Purchase Price shall be Three Million Seven Hundred Forty-Five Thousand Eight Hundred Seventy-Two and 23/100's Dollars (\$3,745,872.23).

(b) The Purchase Price shall be paid in cash at the Closing of this transaction in the form of a cashier's check, wired funds or attorney trust account check.

3.2 **Conditions Precedent to the County's Obligation.** The County's obligations hereunder are conditioned upon the satisfaction of the following:

(a) **Title Status.** After the execution of this Agreement, the County shall obtain from the County's attorney, McDonald Fleming Moorhead (or such other closing agent as County shall select), a commitment to issue title insurance by a licensed title insurer, the costs of which shall be paid by IHMC as set forth below. Such commitment shall be for the issuance of an ALTA Form Owner's Title Insurance Policy on the Property without exception other than the standard pre-printed exceptions ("Standard Exceptions") normally contained therein, and those exceptions acceptable to the County in its sole and absolute discretion. Further, the Property is not affected by any matter or thing which would prevent the survey which the County shall cause to be prepared by a Florida licensed land surveyor from being sufficient to permit the title insurance company in question to delete the standard printed exception regarding matters which would be reflected by an accurate field survey;

(b) **Due Diligence.** On or before the Closing Date (defined below) (the "Due Diligence Period"), the County shall determine (i) whether the County's investigations reveal the existence of a regulatory or environmental concern regarding the Property; (ii) whether the Property appraises for the Purchase Price. The County's officers, agents, employees and contractors will have the right to enter upon the Property to conduct any surveys, inspections and investigations at the County's risk. The County shall hold harmless IHMC and indemnify it

against loss, cause, damage or claim arising from entry onto the Property by the County's agents, employees and contractors;

(c) Appraisal. The County shall have received and approved a current appraisal of the Project (defined below) (within the last six months), addressed to the County and prepared by an MAI appraiser approved by the County. Such appraisal shall be in form and content satisfactory to the County;

(d) Payment and Performance Bond. At the time of commencement of construction, the County will receive payment and performance bonds with dual obligee provisions, in a form and content acceptable to the County, by and among the surety, the contractor (as principal), IHMC (as tenantobligee) and the County (as ownerobligee) in the sum of not less than the guaranteed maximum amount of the Construction Contract, as amended from time to time, together with any and all renewals and modifications thereof, approved by the County, in its sole discretion, any and all payments and/or performance bonds in substitution therefore, provided that the surety issuing said substitute bonds and the amount, form and content thereof are acceptable to the County, in its sole discretion;

(e) Environmental Audit. The County has been furnished with all environmental assessments performed on the Property by the City of Pensacola and the University of West Florida Foundation prior to IHMC purchasing the Property. The County may at its sole option and expense, perform or cause to perform other investigations, by an environmental engineering firm or other qualified environmental expert acceptable to the County, which condition, at the County's election, must be met or waived by the County, on or before the date of the Closing.

3.3 Indemnification. The parties hereto represent and warrant unto the other that there are no real estate brokers involved with respect to this transaction and there are no brokerage fees, finder's fees or broker's commissions due as a result of their respective executions of this Agreement or which will be due as a result of the Closing by virtue of their respective acts, inactions, conduct or otherwise. Each Party hereto does hereby agree to indemnify and hold the other harmless from any breach of their respective representations and warranties as set forth in this paragraph.

3.4 Closing. The Closing of the transaction contemplated by this Agreement (execution and delivery of the special warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) ("Closing") shall take place, if at all, at the time, place and manner hereinafter set forth.

(a) Closing Date. The Closing shall take place on or before November 14, 2013, or such other date as the Parties agree (the "Closing Date").

(b) Place of Closing. The Closing shall take place at the offices of McDonald Fleming Moorhead, 25 W. Government St., Pensacola, FL 32502 or such other closing agent and place of closing as the Parties agree.

(c) Closing Documents. At Closing, IHMC shall deliver to the County a special warranty deed in recordable form, conveying the Property to the County free and clear of all liens, charges and encumbrances, arising by, through and under IHMC but no other, and except for those exceptions permitted hereunder. IHMC shall provide and execute such of the customary closing documents (e.g. ownership affidavits, resolutions) as the County shall reasonably require.

(d) Closing Expenses. IHMC shall be responsible for payment of documentary stamp tax (if any), title insurance, recording fees for recording the deed and IHMC's attorney's fees, if any. The County shall be responsible for the costs related to its due diligence, any surveys, appraisals or inspections required by the County and the County's attorney's fees. Property taxes for the year of Closing shall not be prorated as they will remain the obligation of IHMC following the Closing in accordance with the Lease. IHMC's closing expenses shall be paid from the Tenant Improvement Funds. IHMC, in reliance upon the exemption for documentary stamp tax for transactions between two state agencies or instrumentalities, has elected to not pay the tax. IHMC shall indemnify and hold harmless the County regarding the documentary stamp tax or any interest, penalty, costs or fees resulting from non-payment of the tax. This indemnification is incorporated into Section 6.1, below, as if it were specifically referenced therein.

ARTICLE 4

Advances for Leasehold Improvements

4.1 Construction of Project. IHMC agrees to proceed forthwith with diligence and dispatch to construct on the Property, the buildings and other improvements called for by the plans and specifications, copies of which will be delivered to the County (the "Plans"), and further agrees that said construction work, herein sometimes called the Project (the "Project"), shall be done strictly in accordance with said Plans and with compliance of all regulations and ordinances of any regulatory authorities having jurisdiction over the Project. IHMC agrees to complete its construction of the Project so as to comply with and not violate any zoning, building and use restrictions on, against or applicable to the Property and Improvements (defined below) to be placed thereon. Any material deviations due to changes in the Plans shall be subject to the County's reasonable approval.

4.2 Advancement of Tenant Improvement Funds. Except as otherwise provided in this Agreement, IHMC agrees to use the Tenant Improvement Funds for the purpose of construction of the Project in accordance with the Plans, and agrees that said proceeds may be advanced by the County in installments as the work on the Project progresses. Any advances made under the Tenant Improvement Funds shall be made by the County not more than once per month as construction of the Project progresses, provided, however, that: (i) IHMC shall submit an advance request to the County at least fifteen (15) days prior to the proposed funding date specifying the total amount of the proposed advance and the proposed date on which such advance is to be made; (ii) each advance request shall be substantially in the form prescribed by the County; and (iii) each advance shall be funded in strict accordance with the applicable budget for the Project. The following shall be conditions to the County's advancement of the proceeds of the Tenant Improvement Funds:

(a) IHMC shall be in compliance with the terms of this Agreement and the Lease and no Event of Default of this Agreement, an event of default of the Lease, nor any event or condition which upon notice or lapse of time, or both, would constitute such an event of default, shall have occurred and be continuing;

(b) IHMC shall have delivered to the County the documents required pursuant to Section 4.3 below;

(c) A copy of the Plans shall have been furnished to the County;

(d) The County shall have received satisfactory evidence that a proper building permit and all licenses and approvals have been obtained;

(e) The County shall have received evidence satisfactory to the County that IHMC has obtained builders all-risk/extended multi-peril hazard, workmen's compensation and commercial general liability insurance on and with respect to the Project, all with companies acceptable to the County and in amounts, form and substance and containing such coverage as shall be required by the County; and

(f) The County shall have received and approved copies of the duly executed construction contract covering all of the Project improvements (the "Improvements") and costs to be incurred in the Project and an assignment to the County of the construction contract for the completion of the Improvements (the "Construction Contract") in form reasonably satisfactory to the County, together with the general contractor's consent to such assignments; and

(g) A title update from date of Closing or date of last update reflecting no adverse title matters.

4.3 Payment Requests Documentation. Any payment request shall be accompanied by the following:

(a) A statement by IHMC and IHMC's architect that all labor and materials for which funds were requested by previous payment requests have gone into the Project and the remaining non-disbursed portion of the Tenant Improvement Funds is adequate to complete the construction of the Improvements;

(b) A statement that all outstanding claims for labor, materials and fixtures covered by any prior advance have been paid, and a statement that there are no liens outstanding against the Property, together with appropriate lien waivers under Chapter 713, Florida Statutes, from the contractor and all subcontractors, material suppliers and others who have provided a Notice to Owner and/or have filed a Claim of Lien in regards to the Project and the Property in the public records of Escambia County, Florida;

(c) A statement by IHMC's architect that all construction prior to the date of the draw request has been done in accordance with the Plans and the Construction Contract; and

(d) Application and Certificate for Payment or other similar document acceptable to the County, in its sole discretion, signed by the contractor and properly notarized and signed by the architect.

The County shall have received such further documents and opinions as the County reasonably may request.

4.4 Disbursement of Final Funds. Upon completion of all development and construction of the Project, and prior to disbursement of final funds, the County may require that the County be provided with the following additional items:

(a) Certification from IHMC, IHMC's architect and IHMC's contractor that construction has been fully and satisfactorily completed, including all punch list items, in accordance with the Plans and Construction Contract;

(b) Contractor's Final Affidavit in compliance with Section 713.06(3)(d) Florida Statutes, and satisfactory to the County's counsel;

(c) Final Lien Waivers from the contractor and all subcontractors and materialmen and others who have provided a Notice to Owner, have filed a Claim of Lien in regards to the Project in the public records of Escambia County, Florida, or who are listed in the contractor's Final Affidavit specified in (b), above, all in a form and content satisfactory to County's counsel;

(d) Inspection and approval by the County's inspector;

(e) Copy of the Certificate of Occupancy; and

(f) Written consent from the surety on the payment and performance bond to the final payment.

4.5 Liability and Obligations of the County. All conditions of the obligations of the County to make advances hereunder are imposed solely and exclusively for the benefit of the County and its assigns, and no other person or party, with the exception of IHMC, shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that the County will refuse to make advances in the absence of compliance with any or all thereof and no other person shall, under any circumstances, be deemed to be a beneficiary of such conditions any or all of which may be freely waived in whole or in part by the County at any time if, in its sole discretion, it deems it advisable to do so. This Agreement shall not be construed to make the County liable to materialmen, contractors, craftsmen, laborers, or others for goods or services delivered by them in or upon the Property, or for any debts or claims occurring to any such parties against the IHMC. It is expressly agreed that all inspection and other services rendered by the County's officers, contractors, or agents shall be rendered solely for the protection and benefit of the County. The County shall not be liable to the IHMC for the failure of any dealer, contractor, craftsmen, or laborer to deliver the goods or perform the services to be delivered or performed by them.

4.6 Inspection of Project. The County and its agents shall, at any and all reasonable times during construction of the Project, have the rights of entry and of free access to the Project and the right to inspect all work done, labor performed and materials furnished in, on or connected with the Project and to inspect all books, contracts and records of IHMC related to the Project, and the right to demand and receive from IHMC, its contractors, agents, and employees, such information regarding said work and the finances connected therewith as the County may reasonably desire and request. IHMC shall immediately reimburse the County for any of the County's inspection fees.

4.7 Payment of Contractors. IHMC agrees to pay as the work progresses, all bills for labor and materials going into the construction of the Project, and agrees to submit to the County all such receipts, affidavits, canceled checks or other evidences of payment as may be required from time to time, and when and if requested by the County at any time, to furnish adequate proof of payment of all indebtedness of every kind and character incurred in the development of the Project.

4.8 Property Free and Clear. At the time of the execution of this Agreement, there shall be no construction on the Property and no materials shall have been placed thereon to be used in the Project.

4.9 Preservation and Maintenance of Property; Accessibility; Hazardous Waste. IHMC shall keep all improvements now existing or hereafter erected on the Property in good condition and repair and not to do or permit waste, impairment or deterioration thereof or thereon, nor to alter, remove or demolish any of such improvements without the prior written consent of the County, nor to initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof, nor to grant or release any easements, licenses or rights-of-way with respect to the Property, nor to do or permit any other act whereby the Property shall become less valuable, be used for purposes contrary to applicable law or used in any manner which will increase the premium for or result in a termination or cancellation of the insurance policies required to be kept and maintained on the Property pursuant to the Lease and this Agreement.

IHMC at all times shall maintain the Property in full compliance with all applicable federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereinafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, The Americans with Disabilities Act, The Florida Accessibility Code and The Florida Americans with Disabilities Accessibility Implementation Act, and all regulations and guidelines promulgated under any of the foregoing, as the same may be amended from time to time (collectively, the "Accessibility Laws"). IHMC agrees to indemnify the County and hold the County harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against the County arising, either directly or indirectly, out of any noncompliance of the Property with any Accessibility Laws or any claimed breach or violation thereof by IHMC or the Property, regardless of whether or not caused by, or within the

control of IHMC.

At Closing, the Parties will enter into an Environmental Indemnity Agreement in the form attached hereto as Exhibit "D" (the "EIA"). The EIA contains representations, warranties, covenants and indemnities of IHMC regarding environmental issues as more fully set forth therein.

The provisions of this Section, and similar provisions in this Agreement, the Lease and the EIA, shall survive satisfaction of this Agreement, termination of the Lease and the exercise of IHMC's option.

4.10 Payment of Liens, Charges and Encumbrances. IHMC shall immediately pay and discharge from time to time when the same shall become due, all lawful claims and demands of contractors, mechanics, material suppliers, laborers and others which, if unpaid, might result in, or permit the creation of, a lien, charge or encumbrance upon the Property or any part thereof. IHMC shall have the right to contest, in good faith, and in accordance with applicable laws and procedures, construction liens filed against the Property; provided however, that IHMC shall give written notice thereof to the County, and County may, in its sole discretion, require IHMC to post a bond or other collateral satisfactory to the County in connection with any such action by IHMC.

4.11 Payment of Encumbrances. IHMC shall permit no default or delinquency under any other lien, imposition, charge or encumbrance against the Property.

4.12 Insurance. IHMC, at its sole cost and expense, shall obtain and maintain or cause to be maintained, builders all-risk insurance policies for IHMC and the Property providing at least the coverages set forth in this Agreement and the Lease for two (2) months beyond the date of substantial completion of the Improvements.

4.13 Compliance with Laws. IHMC shall observe, abide by and comply with all statutes, ordinances, laws, orders, regulations, rules, requirements or decrees relating to the Property enacted, promulgated or issued by any federal, state, county or local governmental authority or any agency or subdivision thereof having jurisdiction over IHMC or the Property, and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning, variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property or which have been granted to or contracted for by IHMC in connection with any existing, presently contemplated or future use of the Property.

4.14 Maintenance of Permits. IHMC shall obtain, keep and constantly maintain in full force and effect during the entire term of this Agreement, all certificates, licenses and permits necessary to keep the Property operating and, except as specifically provided for in this Agreement not to assign, transfer or in any manner change such certificates, licenses or permits without first receiving the written consent of the County.

4.15 Execution of Additional Documents. IHMC agrees to do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices of

assignments, transfers, assurances and other instruments, as the County shall from time to time require, for the purpose of better assuring, conveying, assigning, transferring and confirming unto the County the rights hereby created, conveyed, assigned or intended now or hereafter so to be created, conveyed or assigned or which IHMC may now be or may hereafter become bound to create, convey, or assign to the County, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Agreement.

ARTICLE 5

IHMC's Representations and Warranties

IHMC hereby represents and warrants to the County the following:

5.1 **Organization.** IHMC is a Florida non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

5.2 **Title to Property.** IHMC owns the Property both of record and beneficially and IHMC is the sole owner of all right, title, and interest in and to the Property. To IHMC's knowledge, the Property is free and clear of all liens, encumbrances, pledges, charges, claims, restrictions, or other interests of any nature. IHMC possesses full authority and legal right to sell, transfer and assign the entire legal and beneficial ownership of the Property, free and clear of all liens, encumbrances, pledges, charges, claims and restrictions.

5.3 **Authority; Enforceability.** IHMC has full power and authority to execute and deliver this Agreement, the Lease and all other documents required to be executed by IHMC hereunder, to consummate the transactions hereby contemplated, and to take all actions required of IHMC under the provisions hereof. This Agreement, the Lease and all other documents required to be executed and delivered by IHMC hereunder have been duly authorized by all action necessary on the part of IHMC and have been duly, or will when executed and delivered, be duly executed and delivered by IHMC, and constitute the legal, valid, and binding obligations of IHMC enforceable against IHMC in accordance with their terms.

5.4 **No Conflict or Violation.** To IHMC's knowledge, the execution, delivery, and performance of this Agreement, the Lease and the consummation of the transactions contemplated hereby do not and will not violate any provision of, or result in a default under, the Affiliation Agreement between IHMC and the University of West Florida, IHMC's Articles of Incorporation or By-Laws or result in the creation or imposition of any lien, pledge, hypothecation, charge, mortgage, deed of trust, security interest, or encumbrance of any kind upon any Property.

5.5 **Consents and Approvals.** IHMC has no knowledge of any consent that is required or will be required in connection with the execution, delivery, or performance of this Agreement, the Lease and all documents contemplated hereby or the consummation of the transactions contemplated hereby.

5.6 **Litigation.** There is no proceeding pending, or, to the knowledge of IHMC, threatened, against IHMC relating to the propriety or validity of the transactions contemplated hereby.

5.7 Compliance with Laws. To IHMC's knowledge, as to the Property, IHMC has complied in all material respects with all applicable legal requirements and orders, including, but not limited to, any laws, rules, or regulations regulating, if applicable, zoning, fair and equal employment practices, the safety of the workplace, antitrust, antimonopoly or anticompetitive activities, wages, hours, collective bargaining, and the payment of withholding and social security taxes. IHMC has not received any notice (written or otherwise) from any person to the effect that, or otherwise been advised that, with respect to the Property, IHMC is not in compliance with any legal requirements or order and IHMC has no reason to anticipate that any presently existing circumstances are likely to result in a violation.

5.8 Environmental. The EIA, as set forth in the EIA and above, contains representations and warranties of IHMC regarding environmental issues. The EIA is incorporated herein as if its terms were set forth in this Agreement.

ARTICLE 6

General Provisions

6.1 Indemnification. To the extent permitted by law, IHMC agrees to save harmless, indemnify, and defend the County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with IHMC's development and construction of the Project and the County's ownership of the Property. The parties understand and agree that such indemnification shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. IHMC agrees to pay on behalf of the County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

6.2 Event of Default of this Agreement. An "Event of Default of this Agreement" means: (a) a "Monetary Default," which is the payment of any monetary obligation due under this Agreement, the Lease, or both; (b) an Incurable Default, which is, (i) the making of any voluntary or involuntary sale, assignment, mortgage, encumbrance, or transfer in violation of the covenants contained herein or in the Lease; or (ii) if IHMC makes an assignment for the benefit of creditors, becomes insolvent, or files a petition in bankruptcy (including but not limited to, a petition seeking a rearrangement or reorganization); and (c) a Non-Monetary Default which is any default not a Monetary Default or an Incurable Default. A Non-Monetary Default shall only occur if a default remains uncured for a period of thirty (30) days after written notice thereof from the County to IHMC has been delivered in the manner provided in the provisions regarding notices. In the event a Non-Monetary Default is not capable of being cured within thirty (30) days, provided that IHMC is diligently attempting to cure such Non-Monetary Default, the cure

period may be reasonably extended at the County's discretion, not to exceed a total of sixty (60) days.

6.3 Termination. This Agreement may be terminated by either party for cause.

6.4 Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event either Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

6.5 Assignment: This Agreement or any interest herein may be assigned without the prior written consent of the other party provided that IHMC shall not be released from responsibility under this Agreement or the Lease.

6.6 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

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

6.7 Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

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

6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in Florida's Circuit Court sitting in Escambia County, Florida.

6.10 Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their

respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If either Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either Party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

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

6.12 Further Documents. The Parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

6.13 Notices. All notices required by this Agreement to be given by one Party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To: Escambia County	To: IHMC
Attn: County Administrator	Attn: General Counsel
221 Palafox Place, Suite 420	40 South Alcaniz
Pensacola, FL 32502	Pensacola, FL 32502

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this section.

6.14 No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

6.15 Binding Effects. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

6.16 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by IHMC and the County, IHMC and the County agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at

EXHIBIT "A"

(Description of the Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PIECE OR PARCEL OF LAND IN CEMETERY LOTS THREE HUNDRED SEVENTY SIX AND THREE HUNDRED SEVENTY SEVEN (376 AND 377), OLD CITY TRACT, DESCRIBED AS FOLLOWS: FROM A POINT ON THE NORTH LINE OF EAST ROMANA STREET BEGINNING TWO HUNDRED AND FIFTY EIGHT AND TWO TENTHS (258.2) FEET EAST OF THE EAST LINE OF ALCANIZ STREET; RUN THENCE NORTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376); THENCE RUN EASTWARD ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376), A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET; THENCE RUN SOUTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF EAST ROMANA STREET; THENCE RUN EASTWARD ALONG THE NORTH LINE OF EAST ROMANA STREET, A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN CEMETERY LOTS THREE HUNDRED AND SEVENTY SIX (376) AND THREE HUNDRED SEVENTY SEVEN (377), OLD CITY TRACT, AS PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NORTH LINE OF ROMANA STREET, 315.7 FEET EAST OF EAST LINE OF ALCANIZ STREET; NORTH 100 FEET; WEST 27.94 FEET; SOUTH 100 FEET; EAST 27.94 FEET TO BEGINNING, PART OF LOTS 377-378, CEMETERY LOTS, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO MAP OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON AND COMPANY, 1903.

PARCEL 3:

COMMENCE AT THE SOUTHWEST CORNER OF CEMETERY LOT 370, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALCANIZ STREET (R/W WIDTH VARIES) AND THE NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO NORTH 78° 49' 31" EAST ALONG SAID NORTH RIGHT OF WAY LINE OF ROMANA STREET, FOR A DISTANCE OF 190.45 FEET TO THE SOUTHWEST CORNER OF CEMETERY LOT 375 FOR THE POINT OF BEGINNING;

THENCE GO NORTH 11° 12' 25" WEST ALONG THE WEST LINE OF SAID CEMETERY LOT 375, FOR A DISTANCE OF 100.07 FEET TO THE NORTHWEST CORNER OF SAID CEMETERY LOT 375; THENCE GO NORTH 78° 46' 03" EAST ALONG THE NORTH LINE OF SAID CEMETERY LOT 375 AND CEMETERY LOT 376, FOR A DISTANCE OF 66.80 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2736, AT PAGE 847, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 11° 10' 29" EAST ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, FOR A DISTANCE OF 100.14 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, SAID CORNER BEING ON THE AFORESAID NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO SOUTH 78° 49' 31" WEST ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 66.75 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS ALL CEMETERY LOT 375 AND A PORTION OF CEMETERY LOT 376, OLD CITY TRACT, CITY OF PENSACOLA, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 4

THE EAST 18.37 FEET OF CEMETERY OF LOT 378 AND THE WEST 10 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 5

THE WEST TWO FEET OF CEMETERY LOT 380 AND THE EAST 28 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 6

LOTS 381 AND 382, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 7

THAT PORTION OF THE RIGHT OF WAY OF ARAGON STREET LYING BETWEEN THE EASTERN RIGHT OF WAY LINE OF ALCANIZ STREET AND THE WESTERN RIGHT OF WAY LINE OF FLORIDA BLANCA STREET; AND ALSO CEMETERY LOTS 409 THROUGH 423, BOTH INCLUSIVE, OLD CITY TRACT, ALL ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1903.

PARCEL 8

THE WEST 19.63 FEET OF CEMETERY LOT 378, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

EXHIBIT "B"
(Form of Ground Lease)

GROUND LEASE

THIS GROUND LEASE (hereinafter referred to as the "Lease") is made this ____ day of November, 2013, between **Escambia County, a political subdivision of the State of Florida** (hereinafter referred to as "Landlord"), and **Florida Institute for Human & Machine Cognition, Inc., a Florida non-profit corporation** (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of a parcel of property, as more particularly depicted on the survey attached hereto as Exhibit "A" (variously referred to herein as the "Property" or the "Premises" or the "Leased Premises").

WHEREAS, Tenant desires to lease the Property for the purpose of constructing and occupying a structure to be used exclusively as a non-profit research institute; and

WHEREAS, Landlord considers that the construction of a research institute on the Property would be in the best interest of the public, and is therefore willing to enter into this Lease; and

WHEREAS, this Lease reflects the intentions of the parties as set forth in the Memorandum of Agreement signed by the parties this same date; and

WHEREAS, it is the intention of the Parties that at the expiration of this Lease (or sooner if the amount outstanding is prepaid in full), IHMC will have fully repaid Escambia County the full cost of the purchase price and tenant improvement funds advanced to IHMC, together with the additional sums called for in this Lease, this Lease will terminate and the property, improvements, and future improvements as described in Exhibit A will return to IHMC ownership; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and benefits contained herein, it is agreed as follows:

1. ***Leased premises.*** Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, upon the terms, conditions and provisions herein contained, the Property described in Exhibit "A."

2. ***Term.*** The term of this Lease shall for a period of up to 15 years, commencing on the date hereof (the Effective Date being the date upon which the last of Landlord and Tenant have executed this Lease) and terminating on or before November 30, 2028, both dates inclusive, unless extended or sooner terminated pursuant to the terms of this Lease.

3. ***Intentionally Deleted.***

4. ***Rent.*** Tenant shall pay to Landlord rent in accordance with the Memorandum of Agreement, executed simultaneously with this Lease. All taxes, charges, costs and expenses which Tenant assumes or agrees to pay under any provision of this Lease shall constitute additional rent. If Tenant shall fail to pay any such additional rent or any other sum due hereunder when the same shall become due, Landlord shall have all rights, powers and remedies with respect thereto as are provided herein in the case of the non-payment of rent, and shall have the right (but not the obligation) to pay the same on behalf of Tenant. Tenant shall perform all of its obligations under this Lease at its sole

cost and expense, and shall pay all rent, additional rent and other sums due hereunder when due and payable, without notice or demand.

5. ***Use of the premises.*** It is understood, covenanted and warranted by Tenant that Tenant shall use the Premises for the construction and continuous operation of a non-profit research institute of the Florida University System, pioneering technologies aimed at leveraging and extending human capabilities. A description of the proposed building expansion is annexed hereto as Exhibit "B" and made a part hereof, which has been approved by Landlord.

6. ***Governmental approvals.*** Tenant shall be responsible for and shall secure promptly all necessary governmental approvals, including, but not limited to, rezoning (if necessary), building permits and certificates of occupancy.

7. ***Construction, alterations, repairs.*** Tenant shall construct the building described in Exhibit "B" in a good and workmanlike manner, using first-class materials. Construction shall be commenced within one (1) year of the Effective Date, and shall be completed within one (1) year after commencement thereof, with reasonable extensions for inclement weather, labor disputes, strikes, acts of God and other circumstances beyond the control of Tenant. In any event, however, the construction shall be complete no later than two (2) years after the date of commencement.

During the term of this Lease and any renewals or extensions thereof, Tenant shall make all needed renovations, alterations and repairs of any nature. Tenant shall maintain the Premises in first-class condition at all times during the term of this Lease and any extensions or renewals thereof. In the event Tenant fails to make a necessary repair, Landlord may, but shall not be required to, enter upon the Premises and perform the repair, the cost of which shall be charged to Tenant as additional rent. Such additional rent shall be due and payable on the first day of the month after which the Landlord has completed and/or paid for the repair.

All structures, improvements and fixtures of any nature constructed or installed by Tenant on the Leased Premises shall become the property of Landlord upon the termination hereof and shall not be removed therefrom by Tenant. Notwithstanding the foregoing, removable trade fixtures may be removed from the Premises at the completion of the term of this Lease, including any renewals or extensions thereof. Tenant shall repair any damage caused by such removal. If Tenant fails to remove such trade fixtures, Landlord may deem the trade fixtures part of the Premises, or may remove and dispose of such fixtures, at Tenant's expense, at Landlord's option.

8. ***Taxes and Assessments.*** Tenant shall pay all taxes and assessments, **if any**, assessed against the Premises or otherwise arising out of this Lease, including, but not limited to, property taxes, school taxes, sewer rents, water rents and special improvement district levies. In the event Tenant fails to pay such taxes and assessments as they become due, Landlord may pay them and charge such expenses to Tenant as additional rent. Such additional rent shall become due and payable on the first day of the month after which the Landlord has paid any such taxes and/or assessments.

9. ***Insurance.***

(a) During the term of this Lease, Tenant shall procure and maintain, at its expense, the following insurance coverages:

1. Commercial General Liability Insurance with \$1,000,000 per occurrence

and aggregate limits, including coverage for personal and bodily injury, broad form property damage, premises operations, completed operations, and contractual liability covering this Lease.

2. Property Insurance for no less than eighty percent (80%) of the full replacement costs of all buildings and improvements, whether occasioned by fire, windstorm, flood, other hazard or casualty, or act of God. The deductible on wind storm insurance shall not exceed five hundred thousand dollars (\$500,000.00). Other deductibles shall not exceed twenty-five thousand dollars (\$25,000.00).

During the term of the lease, Landlord shall have the right from time to time to require commercially reasonable increases in the amount of insurance coverage.

(b) All insurance carriers must be rated A/VII or higher by the most recently published edition of the A.M. Best Rating Guide. Prior to the Effective Date, Tenant shall provide Landlord with certificates of insurance that reflect Escambia County as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, P.O. Box 1591, Pensacola, Florida 32591-1591. The certificates must contain thirty (30) days notice of cancellation and non-renewal clauses. Certificates of insurance shall be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages. Landlord shall be named as an additional insured on the policies described in this Section 9.

(c) Tenant shall require the contractor who performs the construction described in Exhibit "B" to obtain builder's risk insurance in at least the amounts set out above. Landlord and Tenant shall be named as additional insureds.

10. No Sublease or Assignment. Tenant shall not be entitled to sublease all or any part of the Property, nor is this Lease assignable by Tenant, without the prior written consent of Landlord, which may be withheld or granted in Landlord's sole discretion.

11. Reverter Clause. At any time during the term of this Lease, if a continuous twelve (12) month period occurs whereby the Tenant ceases to use this Property as a non-profit research institute, this Lease shall immediately terminate, and all rights, title and interest in the Premises and any improvements thereon, shall revert to the Landlord. This reversion shall be accomplished and indicated by the recording of an affidavit from an official of Landlord confirming that the reversion has occurred, and the recording of such affidavit shall result in the cancellation and termination of this Lease, including any Memorandum of Lease recorded in connection herewith. No further action shall be required to provide evidence of such reversion.

12. Eminent domain.

(a) If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or if such amount of the Leased Premises shall be acquired or condemned by eminent domain so as to render infeasible the continued use of the Leased Premises for its intended purpose by Tenant, then, in that event, the term of this Lease shall cease, and the Lease shall terminate from the date on which title vests in the applicable governmental authority.

(b) Any award for condemnation shall be paid first to Landlord, to the extent required to satisfy Tenant's construction mortgage, and the balance shall be divided between Landlord and Tenant as follows: first to Tenant for the value of Tenant's leasehold interest in the Leased Premises; next to Tenant for the value of any improvements taken less the value of Landlord's reversionary interest in those improvements (calculated as if this Lease does not terminate until the expiration of the Primary Term and all Renewal Terms exercised prior to the time Tenant receives notice of such taking or sale); and the remainder, if any, to Landlord.

13. *Destruction by fire or other casualty.* In the event that the building constructed by Tenant on the Leased Premises shall be totally destroyed by fire or other casualty, Tenant shall not be required to rebuild. Instead, Tenant may elect, within one hundred and eighty (180) days after the date of loss and receipt of insurance proceeds, to terminate this Lease after paying all outstanding monies due to the Landlord

If the building is only partially destroyed, Tenant shall promptly reconstruct the building to its condition immediately prior to the fire. Tenant shall obtain all governmental approvals. Reconstruction shall be commenced promptly and be completed within twelve (12) months of the date of loss.

In the event of a complete loss and termination of the Lease, the rent shall cease to be payable as of the date of loss.

14. *Indemnification.* Tenant does hereby covenant and agree with Landlord that it will indemnify and hold Landlord harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises due to any act or acts of omission or commission of Tenant, or Tenant's officers, agents, servants, employees, contractors, customers, assignees, guests, or invitees. Tenant shall, at its own cost and expense, defend against any and all suits or actions (whether just or unjust) which may be brought against Landlord because of any such above-mentioned matter, claim or claims. Landlord shall not be responsible or liable for any damage to any property, fixtures, buildings or other improvements, or for any injury to any person or persons, at any time on the Leased Premises, including any injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers, assignees, guests, or invitees.

15. *Utilities.* Tenant shall pay all costs and fees associated with and charged for all utilities utilized in connection with the use and occupancy of the premises, including, but not limited to, gas, oil, electricity, water, sewer, telephone, cable television, and internet services. These costs and fees shall also include the cost of running any required utilities to the Leased Premises, and Landlord shall have no duty to provide any utilities to the Leased Premises.

16. *Inspection.* Landlord shall have limited rights to enter upon the Premises to inspect for compliance with the terms of this Lease.

17. *Environmental provisions.*

(a) Tenant shall comply with all environmental laws, orders and regulations of federal, state, county and municipal authorities, and with any directive issued pursuant to law by any public officer thereof, which shall impose any order or duty upon Tenant pertaining to the construction, use or occupancy of the Leased Premises by Tenant.

(b) Tenant shall have the right, upon giving written notice to Landlord, to contest any obligations imposed upon Tenant pursuant to the provisions of this Paragraph 17, and to defer compliance during the pendency of the contesting proceedings, provided that the failure of Tenant to comply will not subject Landlord to civil fine or criminal penalty.

(c) Notwithstanding the foregoing, in the event that Tenant's failure to promptly fulfill the contested obligations would pose an imminent threat to public health, public safety and/or the environment, Tenant shall immediately perform whatever actions may be required to abate the immediate threat. Thereafter, Tenant may contest the obligations and defer further compliance, as set forth above.

(d) Tenant shall provide Landlord with copies of all documents served upon Tenant or its counsel, and served by Tenant or its counsel, upon the governmental authority.

(e) Failure of Tenant to comply with the provisions of this Paragraph 17 shall be an act of default under the terms of this Lease and shall entitle Landlord to pursue all applicable remedies. In addition, Landlord shall be entitled to collect from Tenant any fines, penalties, expenses of defense (including legal fees), expenses of compliance and other damages incurred by Landlord by reason of Tenant's default under this Paragraph 17.

(f) In the event that Tenant discovers any condition during the course of excavation and construction that would indicate the possible existence of hazardous substances on the Leased Premises, Tenant shall immediately notify Landlord, and Tenant shall promptly take whatever actions are required by law to remediate, remove or otherwise clean up the Premises as required by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 *et seq.* The obligation to pay rent shall not be suspended from the date of discovery of the evidence of hazardous substances until remediation is complete.

18. *Trash.* Tenant shall store all trash, debris and all other waste materials in a fire-proof container, and normal office waste paper and other normal office trash in waste baskets within the Leased Premises. In no event shall any trash, debris or waste materials be stored outside of the building.

19. *Quiet enjoyment.* Landlord covenants and agrees that Tenant may peaceably and quietly enjoy the Leased Premises, subject, however, to Tenant's fulfillment of the covenants and agreements contained in this Lease.

20. *End of term.* Upon prepayment of all outstanding sums due to Landlord under the Memorandum of Agreement executed this same day or upon expiration of this Lease after full payment, the Property described in Exhibit "A" shall revert to Tenant. In the event of an uncured default by Tenant, Tenant shall quit and surrender to Landlord the Leased Premises, broom clean, in good order and condition, reasonable wear and tear and damage by fire or other casualty excepted.

21. *Notices.* Any notice required to be given to Landlord or Tenant shall be in writing and sent certified mail, return receipt requested, at the following address:

If to Landlord: County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

With Copy to: County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

If to Tenant: IHMC
Chief Executive Officer
40 S. Alcaniz Street
Pensacola, FL 32502

With Copy to: IHMC
General Counsel
40 S. Alcaniz Street
Pensacola, FL 32502

22. Waiver. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

23. Amendments. This Lease may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.

24. Captions. The captions preceding the paragraphs of this Lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe neither the scope of this Lease nor the intent of any provision of this Lease.

25. Waiver of right to trial by jury. The parties hereto agree that, for any cause of action or counterclaim arising out of the terms of this Lease, including an action for eviction, the parties waive the right to a trial by jury.

26. Defaults and Remedies. The following shall be events of default on the part of Tenant under the terms of this Lease:

- (a) failure to pay rent or additional rent when due;
- (b) failure to comply with any law, regulation, policy or order of any lawful governmental authority;
- (c) failure to comply with any other Lease provision contained herein;
- (d) vacating or abandoning the premises for any continuous period of twelve (12) months or more.

In the event of default, Landlord shall give written notice of default to Tenant, specifying the nature of the default. Tenant shall have thirty (30) days from the date of notice to cure a default in rent payment and to cure all other defaults. If Tenant fails to cure the default within the specified time, Landlord may terminate this Lease and remove Tenant by summary proceedings or otherwise.

If any such default shall have occurred and be continuing, and whether or not Landlord shall have terminated this Lease, Landlord may re-enter and take complete and peaceful possession of the

Leased Premises and, with or without process of law, remove all persons and all furniture, fixtures, equipment and other personal property located on the Leased Premises and owned or leased from third parties by Tenant, by force or otherwise, without being liable in damages for these actions. In such event, Tenant shall peacefully and quietly yield up and surrender the Leased Premises to Landlord and remain liable to Landlord for all losses and damages sustained by reason of the default, subject to existing subleases.

The obligation of Tenant to pay rent for the remainder of the term shall continue after removal. Landlord may re-rent the premises and apply the rents, first to the cost of removing Tenant, including reasonable legal fees and court costs, next to the cost of refurbishing the space, last to the rent due by Tenant. Tenant shall remain liable for any deficiency. Landlord may re-rent the Property for a lower rent and/or a longer term without releasing Tenant from its obligation to pay rent as specified herein.

27. Construction Liens. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Property, any part thereof or upon Tenant's leasehold interest, which arises out of the use or occupancy of the Property by Tenant or by reason of any labor or materials furnished or claimed to have been furnished to Tenant or by reason of any construction, addition, alteration or repair of any part of the Property. If any such lien is filed against the Property, Tenant shall, within thirty (30) days after notice of the filing thereof cause such lien to be released or discharged with respect to the Property by payment or bonding. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, expressed or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Leased Premises or any part thereof. **NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE LEASED PREMISES OR ANY PART THEREOF THROUGH OR UNDER TENANT, AND THAT NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE LEASED PREMISES.**

28. Holding Over. A holding over beyond the expiration of the Term shall operate as an extension of this Lease from month to month on the same terms and conditions in effect immediately prior to the expiration. The extended term may be terminated either by Landlord or Tenant by giving thirty (30) days written notice to the other.

29. Recording of Lease. Landlord and Tenant agree that neither this Lease nor any affidavit thereof shall be recorded, but the parties shall record a memorandum of this Lease in substantially the form attached hereto as Exhibit "C," which shall include the provisions of Section 27.

30. Net Lease. Except as otherwise specifically provided, this Lease is a "net" Lease. Tenant shall pay all rent and all other charges due under this Lease without notice or demand and free from any charges, taxes, assessments, impositions, claims, damages, expenses, deductions, set-offs, counterclaims, abatements, suspensions or defenses of any kind. It is the intention of the parties that the obligations of Tenant shall be separate and independent covenants, that the rent and all other charges payable by Tenant shall continue to be payable in all events, and that the obligations of

Tenant shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision of this Lease.

31. Florida Radon Gas Notification. According to the Radon Gas legislation that become law as of January 1, 1989, the following legend must appear in at least one document, form or application executed at the time of, or prior to, contract for sale and purchase of any building, or the execution of any rental agreement for any building: *"Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guide lines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit."*

32. Counterparts. This Lease may be executed by Landlord and Tenant in one or more counterparts, each of which when taken together shall constitute an original.

33. Entire Agreement; Binding Effect. This Lease constitutes the entire agreement of the parties and may be amended or modified only in a writing signed by both parties that identifies itself as an amendment or modification of this Lease, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease. This Lease and the covenants and agreements of the parties shall be binding upon and inure to the benefit of Landlord and its successors and assigns and to the benefit of Tenant and its permitted successors and assigns.

34. Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of Florida.

35. Attorneys' Fees. In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, reasonable attorneys' fees at all trial and appellate levels and post-judgment proceedings, and any attorney fees and costs incurred in establishing the amount of fees and costs owed.

36. No Waiver. No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Lessor of any right or remedy in law or otherwise.

(end of text – signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

LANDLORD:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Gene M. Valentino, Chairman

Approved as to form and legal
sufficiency.

TENANT:

By/Title:
Date: 10/30/13

FLORIDA INSTITUTE FOR HUMAN &
MACHINE COGNITION, INC., a Florida non-
profit corporation

Witness _____
Print Name _____

By: _____, its

Chief Executive Officer
Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of
_____, 2013, by _____, as Chief Executive Officer of Florida
Institute For Human & Machine Cognition, Inc., a Florida non-profit corporation, on behalf of the
corporation. He/She () is personally known to me, or () has produced current
_____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

EXHIBIT "A"
ATTACH COPY OF SURVEY

EXHIBIT "B"

ATTACH DESCRIPTION OF EXPANSION

EXHIBIT "C"

FORM OF MEMORANDUM OF LEASE

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

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of the ____ day of _____, 2013, is by and between **Escambia County, a political subdivision of the State of Florida** (hereinafter referred to as "Landlord"), and **Florida Institute for Human & Machine Cognition, Inc., a Florida non-profit corporation** (hereinafter referred to as "Tenant")

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Landlord has leased, demised and let to Tenant, and Tenant has leased and taken from Landlord certain premises, together with the improvements to be constructed thereon at Tenant's sole expense, as more particularly depicted on the survey attached hereto as Exhibit "A" (variously referred to herein as the "Property" or the "Premises" or the "Leased Premises"). This Memorandum of Lease is subject to all the terms and conditions of that certain unrecorded Lease Agreement dated as of _____, 2013 (the "Lease") between Landlord and Tenant dealing with the Leased Premises.

The term of the Lease shall for a period of _____ years, commencing on the date hereof (the "Effective Date," being the date upon which the last of Landlord and Tenant have executed this Memorandum of Lease) and terminating on _____, both dates inclusive, unless extended or sooner terminated pursuant to the terms of the Lease.

Tenant has the option to extend the term of this lease for ____ additional ____ year term(s), provided that the Lease has not been previously terminated and that Tenant is not in default under the terms of the Lease Agreement at the time of each extension.

At any time during the term of the Lease, if a continuous Twelve (12) month period occurs where by the Tenant ceases to use the Leased Premises for the intended use as a non-profit research institute, the Lease shall immediately terminate, and all rights title and interest in the premises and any improvements thereon, shall revert to the Landlord. This reversion shall be accomplished and indicated by the recording of an Affidavit from an official of Landlord confirming that the reversion has occurred, and the recording of such Affidavit shall result in the cancellation and termination of the Lease, including this Memorandum of Lease. No further action shall be required to provide evidence of such reversion.

In the event of a conflict between this Memorandum of Lease and the Lease, the terms and conditions and covenants of the Lease shall control and prevail.

Pursuant to the terms of the Lease and Section 713.10, Florida Statutes: **NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE LEASED PREMISES OR ANY PART THEREOF THROUGH OR UNDER TENANT, AND THAT NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE LEASED PREMISES.**

This Memorandum of Lease is executed for the purposes of recordation in the public records of Escambia County, Florida in order to give notice of the terms, provisions and conditions of the Lease, and Tenant's rights thereunder, and is not intended, and shall not be construed to define, limit or modify the Lease. For further details, reference should be made to the Lease, a copy of which is in the possession of each of the Landlord and the Tenant.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

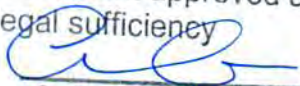
LANDLORD:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

This document approved as to form
and legal sufficiency
By 
Title County Attorney
Date 10/30/13

TENANT:

FLORIDA INSTITUTE FOR HUMAN &
MACHINE COGNITION, INC., a Florida non-
corporation

profit
Witness _____
Print Name _____

By: _____, its

President
Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as President of Florida Institute For Human & Machine Cognition, a Florida non-profit corporation, on behalf of the corporation. He/She () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

Prepared by:
Stephen R. Moorhead, Esq.
McDonald Fleming Moorhead
25 West Government Street
Pensacola, FL 32502
SRM-13-7717

NOTICE TO RECORDER: This conveyance is exempt from documentary stamp tax in accordance with Rule 12B-4.014, FAC, as both parties are governmental agencies.

SPECIAL WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: that FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation, whose address is 40 South Alcaniz St., Pensacola, FL 32502, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey the below described property, situate, lying and being in the County of Escambia, State of Florida, unto ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, FL 32502, hereinafter called Grantee, its successors and assigns:

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

And the said Grantor does hereby covenant with the said Grantee that, except as herein noted, at the time of the delivery of this deed the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

Subject to taxes for the current year, zoning ordinances and restrictions, limitations and easements of record.

DATED this the _____ day of November, 2013.

Witnesses:

FLORIDA INSTITUTE FOR HUMAN
AND MACHINE COGNITION, INC., a
Florida not for profit corporation

Printed name of witness _____

Printed name of witness _____

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of November, 2013, by _____ as _____ of Florida Institute for Human and Machine Cognition, Inc., a Florida not for profit corporation.

NOTARY PUBLIC

Print Name: _____

_____ Personally Known

OR

_____ Produced Identification

Type of Identification Produced _____

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PIECE OR PARCEL OF LAND IN CEMETERY LOTS THREE HUNDRED SEVENTY SIX AND THREE HUNDRED SEVENTY SEVEN (376 AND 377), OLD CITY TRACT, DESCRIBED AS FOLLOWS: FROM A POINT ON THE NORTH LINE OF EAST ROMANA STREET BEGINNING TWO HUNDRED AND FIFTY EIGHT AND TWO TENTHS (258.2) FEET EAST OF THE EAST LINE OF ALCANIZ STREET; RUN THENCE NORTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376); THENCE RUN EASTWARD ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376), A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET; THENCE RUN SOUTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF EAST ROMANA STREET; THENCE RUN EASTWARD ALONG THE NORTH LINE OF EAST ROMANA STREET, A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN CEMETERY LOTS THREE HUNDRED AND SEVENTY SIX (376) AND THREE HUNDRED SEVENTY SEVEN (377), OLD CITY TRACT, AS PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NORTH LINE OF ROMANA STREET, 315.7 FEET EAST OF EAST LINE OF ALCANIZ STREET; NORTH 100 FEET; WEST 27.94 FEET; SOUTH 100 FEET; EAST 27.94 FEET TO BEGINNING, PART OF LOTS 377-378, CEMETERY LOTS, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO MAP OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON AND COMPANY, 1903.

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PARCEL OF LAND IS ALL CEMETERY LOT 375 AND A PORTION OF CEMETERY LOT 376, OLD CITY TRACT, CITY OF PENSACOLA, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 4

THE EAST 18.37 FEET OF CEMETERY OF LOT 378 AND THE WEST 10 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

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THE WEST TWO FEET OF CEMETERY LOT 380 AND THE EAST 28 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 6

LOTS 381 AND 382, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 7

THAT PORTION OF THE RIGHT OF WAY OF ARAGON STREET LYING BETWEEN THE EASTERN RIGHT OF WAY LINE OF ALCANIZ STREET AND THE WESTERN RIGHT OF WAY LINE OF FLORIDA BLANCA STREET; AND ALSO CEMETERY LOTS 409 THROUGH 423, BOTH INCLUSIVE, OLD CITY TRACT, ALL ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1903.

PARCEL 8

THE WEST 19.63 FEET OF CEMETERY LOT 378, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

CLOSING STATEMENT

SELLER: Florida Institute for Human and Machine Cognition, Inc.

PURCHASER: Escambia County, Florida

PROPERTY: See Exhibit "A" attached hereto

OUR FILE NO.: SRM-13-7717

DATE: November ____, 2013

Purchase Price \$ 3,745,872.23

Tenant Improvement Funds \$ 8,254,127.77

Total County Funds \$12,000,000.00

Tenant Improvement Funds \$ 8,254,127.77

Deed Recording Fees \$ 35.50

Closing Fee \$ 500.00

Title Search Fee \$ 250.00

Owner's Title Policy (\$12,000,000.00) \$ 30,325.00

Endorsement 9.2 to Policy \$ 3,032.50

Survey Endorsement to Policy \$ 25.00 (\$ 34,168.00)

Net Tenant Improvement Funds \$ 8,219,959.77

WE HEREBY AGREE AND CONSENT TO THE CHARGES AS OUTLINED ABOVE.

FLORIDA INSTITUTE FOR HUMAN AND
MACHINE COGNITION, INC., a Florida
not for profit corporation

ESCAMBIA COUNTY, FLORIDA, a
political subdivision of the State of
Florida

By: _____
Its: _____

By: _____
Its: _____

Approved as to form and legal
sufficiency.

By/Title:
Date: 10/02/13

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PIECE OR PARCEL OF LAND IN CEMETERY LOTS THREE HUNDRED SEVENTY SIX AND THREE HUNDRED SEVENTY SEVEN (376 AND 377), OLD CITY TRACT, DESCRIBED AS FOLLOWS: FROM A POINT ON THE NORTH LINE OF EAST ROMANA STREET BEGINNING TWO HUNDRED AND FIFTY EIGHT AND TWO TENTHS (258.2) FEET EAST OF THE EAST LINE OF ALCANIZ STREET; RUN THENCE NORTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376); THENCE RUN EASTWARD ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376), A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET; THENCE RUN SOUTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF EAST ROMANA STREET; THENCE RUN EASTWARD ALONG THE NORTH LINE OF EAST ROMANA STREET, A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN CEMETERY LOTS THREE HUNDRED AND SEVENTY SIX (376) AND THREE HUNDRED SEVENTY SEVEN (377), OLD CITY TRACT, AS PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

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**OWNER'S AFFIDAVIT, NON-FOREIGN AFFIDAVIT AND
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared, _____ as _____ of FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation (the "Seller") (Seller refers to singular or plural as context requires) who, first being duly sworn, deposes and says:

A. OWNER'S AFFIDAVIT

1. Seller is the owner of the following described property (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

2. There is no outstanding contract for the sale of the Property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property, other than the contract in favor of ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida.

3. Other than as set forth in the title insurance commitment attached as Exhibit "B," there are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Property or any goods, furnishings, appliances, fixtures or equipment now installed in or which are to be affixed to the Property; that there are no unpaid taxes, levies, assessments, paving liens or utility liens against the Property.

4. There have been no improvements made upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.

5. There are no matters pending against Seller which could give rise to a lien that would attach to the Property during the period of time between the effective date of the title insurance commitment and the time of recording of the instruments evidencing the Buyer's fee simple or other interests in the Property; and that the Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.

6. There are no judgments, claims, disputes, demands or other matters pending against Seller that could attach to the Property. Seller has complied with the Florida Sales Tax laws where applicable. Seller acknowledges responsibility for water, sewer and electrical consumption charges through date of closing or occupancy by Buyer, whichever first occurs.

7. Seller is in sole constructive or actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a U.S. real property interest must withhold tax if the transferor ("Seller") is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the Buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, the undersigned hereby swears, affirms and certifies the following as or on behalf of the Seller:

1. Seller's Legal Name Is: FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation.
2. Seller's Home Address or Office Address, if Corporation, Partnership or Trust:

40 South Alcaniz Street
Pensacola, FL 32502
3. Seller is not a non-resident alien (if individual) or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
4. Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(ii).
5. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-B, the property is Seller's (check one):

_____ Principal Residence
XX Other Real Estate
6. Seller's Social Security Number (if individual) or U.S. Employer Identification Number (if entity) is: 20-0760849.

The undersigned understand that this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document as or on behalf of the Seller, and that the number shown on this statement is Seller's correct TIN.

Seller states that this instrument is given for the express purpose of inducing the Buyer to purchase the Property and to cause First American Title Insurance Company to insure title to said Property. This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

DATED this ____ day of November, 2013

FLORIDA INSTITUTE FOR HUMAN AND
MACHINE COGNITION, INC., a Florida not for
profit corporation

By: _____
Its: _____

DISCLOSURE:

In connection with the sale or exchange of the Property you are required by law to provide McDonald Fleming Moorhead, Attorneys at Law, with your correct taxpayer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law. This taxpayer identification number is being provided in connection with a real estate transaction.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this ____ day of November, 2013, by _____, as _____ of Florida Institute for Human and Machine Cognition, Inc., a Florida not for profit corporation.

NOTARY PUBLIC

Personally Known
OR

Produced Identification
Type of Identification Produced _____

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

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EXHIBIT "B"

ENVIRONMENTAL INDEMNITY AGREEMENT

THIS ENVIRONMENTAL INDEMNITY AGREEMENT ("Agreement") is made, executed and delivered as of the _____ day of November, 2013 by, **FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC.**, a Florida not for profit corporation ("IHMC"), having an address at 40 South Alcaniz Street, Pensacola, FL 32502, to and in favor of **ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), having an office at 221 Palafox Place, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Agreement, IHMC conveyed to County real property located in Escambia County, Florida and more particularly described in Exhibit "A" attached hereto (the "Land"), together with the improvements situated thereon (the "Improvements"). The Land and the Improvements are collectively referred to as the "Property;"

WHEREAS, also contemporaneously, County has entered into a lease with IHMC for the lease of the Property (the "Lease"); and

WHEREAS, County, as a condition precedent to its acquisition of the Property, has required that IHMC provide County certain assurances and indemnities as are more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of County's acquisition of the Property, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and IHMC hereby agree as follows:

1. **Representations and Warranties With Respect to Hazardous Materials.** IHMC represents and warrants that, other than as described in the attached Exhibit "B:"

(a) No Hazardous Materials (as defined below) are, or to the best of IHMC's knowledge after due and diligent inquiry have been, stored, treated, disposed of or incorporated into, on or around the Property in violation of any applicable statutes, ordinances or regulations;

(b) The Property is in compliance with all environmental, health and safety requirements;

(c) Any business currently, or, to the best of IHMC's knowledge after due and diligent inquiry, heretofore operated on the Property, has disposed of its waste in accordance with all applicable statutes, ordinances and regulations;

(d) IHMC has no notice of any pending, or, to the best of IHMC's knowledge after due and diligent inquiry, threatened, action or proceeding arising out of the condition of the Land or the Improvements thereon or any alleged violation of environmental, health or safety statutes, ordinances or regulations;

(e) IHMC shall immediately forward all environmental notices and notices of violations received to County together with all environmental reports or data collected by IHMC or on its behalf; and

(f) All governmental permits required to operate whatever business is currently or is contemplated to be on the Property are and will continue to be in full force and effect and, to the best of IHMC's knowledge after due and diligent inquiry, no condition exists which might threaten the validity of such permits.

2. Removal of Hazardous Materials. If required by any federal, state or local agency having jurisdiction, IHMC, at its sole cost and expense, agrees to remove from the Property with all due care, any contamination by Hazardous Materials other than as referenced in Exhibit "B" which has been or may be discovered on the Property, in a safe manner, and to a safe degree, to County's complete satisfaction and in accordance with applicable law, as the same may be changed from time to time, and to monitor or cause to be monitored the levels of Hazardous Materials in the ground water of the Property in accordance with the terms and procedures as may be required by federal, state, or local governmental agencies having jurisdiction over the Property, including, but not limited to, the Florida Department of Environmental Regulation and the Environmental Protection Agency. "Hazardous Material(s)" for purposes of this Agreement shall include but not be limited to all toxic or hazardous materials, chemicals, wastes, pollutants or similar substances, including, without limitation, Petroleum (as defined below), asbestos insulation and/or urea formaldehyde insulation, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation or ordinance currently in existence or hereafter enacted or rendered (hereinafter collectively referred to as the "Hazardous Materials Laws") including, but not limited to, those materials or substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "pollutants" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., Florida Statutes Chapters 376 and 403, and any rules and regulations promulgated thereunder, all as presently or hereafter amended. "Petroleum" for purposes of this Agreement shall include, without limitation, oil or petroleum of any kind and in any form including, but not limited to, oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline, diesel fuel and kerosene.

3. Indemnification. IHMC shall unconditionally and absolutely defend, indemnify and hold harmless County and its commissioners, employees, agents, attorneys, and contractors and their successors and assigns (individually and collectively "Indemnatee"), and each of them, jointly and severally, from and against:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, lawsuits and liabilities, at law or in equity, of every kind or nature whatsoever, including, but not limited to, (i) injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted, arising out of or in any manner directly or indirectly connected with Hazardous Materials in, on, under or about the Property, or (ii) a breach of

IHMC's representations and warranties set forth above, IHMC's obligations under this Agreement, and/or any restorative or removal work performed by IHMC or any entity authorized by IHMC;

(b) Any and all penalties threatened, sought, or imposed on account of a violation of any laws, statutes, regulations or ordinances pertaining to Hazardous Materials, or IHMC's obligations hereunder;

(c) Any and all consultants', attorneys', and/or engineering fees incurred by any Indemnatee in connection with monitoring IHMC's obligations hereunder;

(d) Any loss occasioned by diminution in the value of the Property which may result from any of the foregoing; and

(e) Any and all costs to remediate the Property, including, but not limited to, removing Hazardous Materials from the Property.

4. Defense or Settlement of Claims.

(a) In connection with any claim made pursuant to Section 3, above, Indemnatee shall notify IHMC in writing as soon as reasonably practical under the circumstances stating the facts, in reasonable detail, which entitle Indemnatee to indemnification under this Agreement.

(b) IHMC shall, at its own cost, expense and risk (i) defend all suits, actions, or other legal or administrative proceedings that may be threatened, brought or instituted against an Indemnatee on account of any matter or matters arising under or within Section 3, above; (ii) pay, and/or satisfy any judgment or decree that may be rendered or recorded against any Indemnatee in any such suit, action or other legal or administrative proceeding; (iii) reimburse Indemnatee for the cost of, or for any payment made by Indemnatee with respect to, any reasonable expenses incurred in connection with the removal of any Hazardous Materials from the Property undertaken as a result of any suits, demands, causes of action, lawsuits, other proceedings, or any other claim, threatened, made or brought against any Indemnatee arising out of IHMC's obligations under this Agreement; (iv) reimburse Indemnatee for any and all expenses, including, but not limited to, all legal costs and expenses and reasonable attorneys' fees arising out of, or attributable to, the above acts and/or in connection with enforcing the indemnification granted in this Agreement; and (v) reimburse Indemnatee for any diminution in the value of the Property that exists on the date of this Agreement, which diminution is caused by the presence of Hazardous Materials on the Property or the breach of any representation, warranty or obligation of IHMC hereunder.

(c) The law firm selected by IHMC pursuant to Section 4(b)(i) above, shall be subject to the approval of the Indemnatee seeking indemnification hereunder, which approval shall not be unreasonably withheld or delayed; provided, however, that upon 30 days' prior written notice, the Indemnatee may elect to defend any such claim, loss, action, legal or administrative proceeding at the cost and expense of IHMC, if, in the judgment of Indemnatee (i) the defense is not proceeding or being conducted in a satisfactory manner, or (ii) there is a

conflict of interest between any of the parties to such lawsuit, action, legal or administrative proceeding.

(d) If Indemnitee exercises its right to designate counsel pursuant to the preceding paragraph, all costs and expenses thereof shall be paid by IHMC immediately upon written demand by such Indemnitee. IHMC, without the prior written consent of Indemnitee, will not agree to the settlement of any matter arising under or within Section 4(c), above.

(e) In the event that IHMC shall pay to Indemnitee any claim under this Agreement, then IHMC shall be subrogated to any rights of such Indemnitee relating thereto, and such Indemnitee will cooperate with IHMC, at the cost and expense of IHMC, in enforcing such rights; provided, however, that such subrogation shall not be in derogation of any rights of the Indemnitee under this Agreement, and shall not be construed to limit the obligations of IHMC hereunder.

5. Binding Effect. All the covenants and agreements hereinabove contained on the part of IHMC shall apply to and bind its heirs, personal representatives, successors and assigns, and shall inure to the benefit of County and each other Indemnitee and their respective heirs, personal representatives, successors and assigns.

6. Indemnification Separate from the Lease.

(a) IHMC agrees that this Agreement is separate, independent and is in addition to its undertakings pursuant to the lease between the parties (the "Lease") and other documentation executed by IHMC regarding the Lease. A separate action or actions may be brought to enforce the provisions hereof, which shall in no way be deemed to be an action on the Lease.

(b) IHMC waives all rights to require County to pursue any remedy in County's power whatsoever. IHMC waives all defenses it may acquire by reason of County's election of any remedy against it.

(c) The indemnity provisions of this Agreement shall survive expiration of the Lease and will continue indefinitely.

7. Inspections and Tests. IHMC agrees that Indemnitee may, at any time and at Indemnitee's expense, inspect IHMC's books and records for any items related to environmental notices or violations, and inspect and conduct any tests on the Property required in the professional judgment of Indemnitee's engineer or legal counsel, including taking soil samples in order to determine whether IHMC or any other party in possession of the Property, are in continuing compliance with all environmental laws and regulations. Any such inspection and testing shall be for Indemnitee's benefit only (which shall not preclude the testing entity from certifying results separately to IHMC), and Indemnitee shall not be liable to IHMC for any failure to inspect or test or for any deficiency in any such inspection or testing. Indemnitee may, but shall not be required to, perform or cause to be performed inspection and testing immediately following the execution of this Agreement to establish a base line for comparison of the results

of inspections or testing to be taken at the expiration of the Lease or at any time Indemnitee deems necessary.

8. Modification, Waiver in Writing. No modification, amendment, extension, discharge, termination or waiver of any provision of this Agreement, nor consent to any departure by IHMC therefrom, shall in any event be effective unless the same shall be in a writing signed by the party or parties against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly provided herein, no notice to, or demand on IHMC, shall entitle IHMC to any other or future notice or demand in the same, similar or other circumstances.

9. Notices. All notices, reports, requests or other written instruments required or permitted hereunder shall be in writing, signed by the party giving or making the same, and shall be sent hand-delivered, effective upon receipt, sent by United States Express Mail or by a nationally recognized overnight courier, effective upon receipt, or sent by United States registered or certified mail, postage prepaid, with return receipt requested, deemed effective on the earlier of the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, addressed to the party intended to receive the same at the address set forth below (or at such other address as shall be given in writing by any party to another):

To IHMC: Florida Institute for Human and Machine Cognition
Attn: General Counsel
40 South Alcaniz Street
Pensacola, FL 32502

To County: Escambia County
Attn: County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

11. Survival; Successors and Assigns. This Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making by County of the Lease and the expiration or termination of the Lease. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the legal representatives, successors and assigns of such party. All covenants, promises and agreements in this Agreement, by or on behalf of IHMC, shall inure to the benefit of the legal representatives, successors and assigns of County.

12. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida (notwithstanding its principles and provisions on conflicts of laws).

13. Successors and Assigns; Terminology. The provisions hereof shall be binding upon IHMC, and the successors and assigns of IHMC, and shall inure to the benefit of County, its successors and assigns. Wherever used in this Agreement, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "IHMC" shall mean IHMC and/or its successors in interest to the Property, the word "County" shall mean County or any subsequent owner of the Property, the word "Lease" shall mean the lease for the Property by and between IHMC and the County, the word "person" shall mean an individual, trustee, trust, corporation, partnership, limited liability company, unincorporated association, or other entity, and the phrase "successors and assigns" includes the personal representatives and heirs of any individual. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean all costs and expenses of attorneys selected by County based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Florida, including, without limitation, all reasonable attorney's fees and costs incurred in finalizing a judgment and in establishing the amount of reasonable fees and costs to be awarded.

14. Headings. The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

15. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Agreement. In addition, IHMC hereby agrees that it is not relying on and has not relied on any representations, warranties or statements, whether written or oral, of the County or any other party in connection with its decision to enter into the transaction described in this Agreement and that this Agreement sets forth the entire set of representations, warranties and understandings of IHMC.

16. Attorneys' Fees; Expenses. IHMC will, upon demand, pay to County the amount of any and all costs and expenses, including the Reasonable Attorneys' Fees and out of pocket disbursements of its counsel and of any experts and agents, which County may incur in connection with (i) the exercise or enforcement of any of the rights of County under this Agreement, or (ii) the failure by IHMC to perform or observe any of the provisions of this Agreement. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by County based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Florida.

17. Consent to Jurisdiction. IHMC hereby consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state where the Property is located with respect to any legal action or proceeding arising with respect to this Agreement and waives all objections that it may have to such jurisdiction and venue.

(end of text – signature page to follow)

IN WITNESS WHEREOF, this Agreement has been executed by IHMC as of the date first set forth above.

IHMC:

**FLORIDA INSTITUTE FOR HUMAN AND
MACHINE COGNITION, INC., a Florida not
for profit corporation**

By: _____
Its: _____

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PIECE OR PARCEL OF LAND IN CEMETERY LOTS THREE HUNDRED SEVENTY SIX AND THREE HUNDRED SEVENTY SEVEN (376 AND 377), OLD CITY TRACT, DESCRIBED AS FOLLOWS: FROM A POINT ON THE NORTH LINE OF EAST ROMANA STREET BEGINNING TWO HUNDRED AND FIFTY EIGHT AND TWO TENTHS (258.2) FEET EAST OF THE EAST LINE OF ALCANIZ STREET; RUN THENCE NORTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376); THENCE RUN EASTWARD ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376), A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET; THENCE RUN SOUTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF EAST ROMANA STREET; THENCE RUN EASTWARD ALONG THE NORTH LINE OF EAST ROMANA STREET, A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN CEMETERY LOTS THREE HUNDRED AND SEVENTY SIX (376) AND THREE HUNDRED SEVENTY SEVEN (377), OLD CITY TRACT, AS PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NORTH LINE OF ROMANA STREET, 315.7 FEET EAST OF EAST LINE OF ALCANIZ STREET; NORTH 100 FEET; WEST 27.94 FEET; SOUTH 100 FEET; EAST 27.94 FEET TO BEGINNING, PART OF LOTS 377-378, CEMETERY LOTS, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO MAP OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON AND COMPANY, 1903.

PARCEL 3:

COMMENCE AT THE SOUTHWEST CORNER OF CEMETERY LOT 370, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALCANIZ STREET (R/W WIDTH VARIES) AND THE NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO NORTH 78° 49' 31" EAST ALONG SAID NORTH RIGHT OF WAY LINE OF ROMANA STREET, FOR A DISTANCE OF 190.45 FEET TO THE SOUTHWEST CORNER OF CEMETERY LOT 375 FOR THE POINT OF BEGINNING;

THENCE GO NORTH 11° 12' 25" WEST ALONG THE WEST LINE OF SAID CEMETERY LOT 375, FOR A DISTANCE OF 100.07 FEET TO THE NORTHWEST CORNER OF SAID CEMETERY LOT 375; THENCE GO NORTH 78° 46' 03" EAST ALONG THE NORTH LINE OF SAID CEMETERY LOT 375 AND CEMETERY LOT 376, FOR A DISTANCE OF 66.80 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2736, AT PAGE 847, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 11° 10' 29" EAST ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, FOR A DISTANCE OF 100.14 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, SAID CORNER BEING ON THE AFORESAID NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO SOUTH 78° 49' 31" WEST ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 66.75 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS ALL CEMETERY LOT 375 AND A PORTION OF CEMETERY LOT 376, OLD CITY TRACT, CITY OF PENSACOLA, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 4

THE EAST 18.37 FEET OF CEMETERY OF LOT 378 AND THE WEST 10 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 5

THE WEST TWO FEET OF CEMETERY LOT 380 AND THE EAST 28 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 6

LOTS 381 AND 382, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 7

THAT PORTION OF THE RIGHT OF WAY OF ARAGON STREET LYING BETWEEN THE EASTERN RIGHT OF WAY LINE OF ALCANIZ STREET AND THE WESTERN RIGHT OF WAY LINE OF FLORIDA BLANCA STREET; AND ALSO CEMETERY LOTS 409 THROUGH 423, BOTH INCLUSIVE, OLD CITY TRACT, ALL ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1903.

PARCEL 8

THE WEST 19.63 FEET OF CEMETERY LOT 378, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

EXHIBIT "B"
(Description of disclosed environmental issues)



First American

Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 1054-3044089

Agent File Number: SRM-13-7717

FAST File Number: 1054-3044089

1. Effective Date: September 30, 2013 @ 8:00 A.M.
2. Policy or Policies to be Issued: Proposed Amount of Insurance:
 - a. Owner's Policy (Identify form used)
ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) \$12,000,000.00
Proposed Insured: Escambia County
 - b. Loan Policy (Identify form used)
ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) \$0.00
Proposed Insured:
 - c. \$
(Identify form used)
Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple (Identify estate covered, i.e. Fee, Leasehold, etc.)
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: Florida Institute for Human and Machine Cognition, Inc., a Florida not for profit corporation
5. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof

McDonald Fleming Moorhead Attorneys at Law

By: _____

Authorized Countersignature for McDonald Fleming Moorhead Attorneys at Law
(This Schedule A valid only when Schedule B is attached.)



First American

ISSUED BY
First American Title Insurance Company

Exhibit A

Agent File Number: SRM-13-7717
FAST File Number: 1054-3044089

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

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PARCEL 2:

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THE WEST 19.63 FEET OF CEMETERY LOT 378, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.



First American

Schedule BI

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 1054-3044089

Agent File Number: SRM-13-7717
FAST File Number: 1054-3044089

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed conveying the land from Florida Institute for Human and Machine Cognition, Inc., a Florida not for profit corporation, to Escambia County. In connection with said deed, we will further require:
 - a) Production of a copy of the documents creating and governing ; e.g. articles of association, articles of incorporation and by-laws (the "Enabling Documents"), with an affidavit affixed thereto that they are true copies of the Enabling Documents and all amendments thereto, and that the Corporation has not been dissolved;
 - b) Certified copy of the resolution of the governing body of the corporation setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing document on behalf of the corporation;
 - c) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation;
 - d) The Corporation must have been formed prior to the date of acquisition;
 - e) Current Certificate from the Secretary of State of the state of origin that said Corporation is active and current;
 - f) Satisfactory evidence of compliance with all requirements regarding conveying Corporation property contained in the Enabling Documents; and
 - g) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
5. Payment, cancellation and satisfaction of record of mortgage in the original principal amount of \$4,292,500.00, executed by Florida Institute for Human and Machine Cognition, Inc., a Florida not for profit corporation in favor of ANB Leasing Services, a Division of First American Bank, recorded 05/28/2008 in Book 6332, Page 1729 .
6. Release of Financing Statement recorded in Book 6332, Page 1769; Amended in Book 6367, Page 387; Book 6985, Page 1069; Continuation in Book 6985, Page 1563 .

7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
8. Proof of payment of taxes and assessments for the year 2012, and prior years, plus any penalties and interest.
9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2012 ad valorem taxes show **NO TAX DUE** in the gross amount of \$EXEMPT for Tax Identification No. 00-0S-00-9002-001-402.
10. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

None



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 1054-3044089

Agent File Number: SRM-13-7717

FAST File Number: 1054-3044089

PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Liability under this policy is presently limited to the purchase price of the land - \$12,000,000.00, but will increase to include the actual cost of improvements erected thereon, in good faith and fully paid for, not to exceed the face amount of the policy.
10. Easement granted to Gulf Power Company by instrument recorded in Book 6284, Page 877.
11. All of the terms and provisions set forth and contained in that certain Lease between Florida Institute for Human and Machine Cognition Inc., as landlord, Lessor, and Pensacola-Escambia County Promotion and Development Commission, as tenant, Lessee, recorded in Book 6332, Page 1682 .
12. Lease between Pensacola-Escambia County Promotion and Development Commission and Florida Institute for Human and Machine Cognition Inc. in Book 6332, Page 1699.

Agent File Number: SRM-13-7717
Issuing Office File Number: 1054-3044089

Note: All of the recording information contained herein refers to the Public Records of Escambia County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

10/02/2013

Re: Agent File Number: **SRM-13-7717**
FAST File Number: **1054-3044089**

Property Address: **SEE AGENT ORDER FOR LEGAL, , FL**

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Brantley & Associates Real Estate Appraisal Corp.

Mobile

*

Pensacola

*

Panama City

R. Shawn Brantley, MAI, CCIM
FL: Cert Gen RZ 289
AL: Certified General Real Property Appraiser G00419

Barbara M. Martin, MAI
FL: Cert Gen RZ 2552

Bruce A. Black
FL: Cert Gen RZ 2714

Barbara S. Brantley, CPA
Administration & Finance

David C. Singleton, MAI, MBA
FL: Cert Gen RZ 3501
AL: Certified General Real Property Appraiser G01003

Torri L. Matherne
FL: Cert Gen RZ 2987

Michael Miragliotta
FL: Cert Gen RZ 2173

September 27, 2013

Ms. Alison P. Rogers, County Attorney
Escambia County, Florida
Office of the County Attorney
221 South Palafox Place
Pensacola, Florida 32502

Re: Appraisal of a professional office building
located at 40 South Alcaniz Street, in
Pensacola, Escambia County, FL 32502

Dear Ms. Rogers:

At your request, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of providing an opinion of its market value as of a current date. The property rights appraised are the fee simple estate.

The subject property consists of a $\pm 26,547$ SF two-story professional office building located on a $\pm 137,147$ SF site in the historic district of downtown Pensacola, Florida 32502.

Based on our investigation and our analysis of the information gathered, we are of the opinion that the fee simple market value for the subject property as of September 16, 2013 is as follows:

FOUR MILLION FOUR HUNDRED THOUSAND DOLLARS

\$4,400,000

Allocated as follows:

Land:	\$2,470,000
Improvements	\$1,930,000

The above value opinions are subject to the limiting conditions and general assumptions set forth in this document and to the following extraordinary assumptions and/or hypothetical conditions. The reader is alerted that the deployment of extraordinary assumptions or hypothetical conditions can significantly affect the value opinion.

(1) In 2008 an executed "Facilities Lease" and other associated documents were recorded in the Escambia County public records (OR Book 6332, Page 1682, et al). These documents indicate the subject was leased to a division of Escambia County; however, the property owner (Florida Institute for Human and Machine Cognition, Inc.) has retained occupancy of the premises. We have been informed that the purpose of this appraisal is for Escambia County to finance/purchase the property, which would render the 2008 lease irrelevant. Based on this assumption, we are appraising the fee simple interest in the subject property, as defined herein, and not the leased fee interest based on the 2008 lease. In the event this extraordinary assumption/hypothetical condition is incorrect, this appraisal would be rendered invalid or subject to revision.



R. SHAWN BRANTLEY, MAI

POST OFFICE BOX 12505 • PENSACOLA, FLORIDA 32591
shawnbrantley@brantleyassociates.com • www.brantleyassociates.com • (850) 433-5075

September 27, 2013

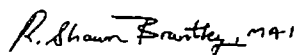
(2) The owners' representative, Mike James, stated to us that a survey of the subject property was not available. The legal description for subject property attached to its last deed of conveyance is vague. We have relied on this legal description as well as the County Property Appraiser's map to define the subject site, but in the event a professional survey would identify the subject property as significantly different than what is defined in this report, this appraisal would be rendered invalid or subject to revision.

Attached is our summary appraisal report which contains certain factual data and opinions formed in making the value opinion. This summary appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents only summary discussions of data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

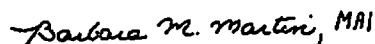
This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
Cert Gen RZ289, Florida



Barbara M. Martin, MAI
Cert Gen RZ2552, Florida



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: FLORIDA INSTITUTE FOR HUMAN & MACHINE COGNITION INC - 40 S ALCAZAR ST 32502 / Reference: 000500200201402 Account: 120637000

County Administrator (or designee) - Appraisals

Appraiser (1): Shawn Brantley
 Date of appraisal: 9/27/2013
 Appraised value: 4.4 Million Dollars
 Received by: Alison Rogers, County Attorney
 Comments: _____

Appraiser (2): Waived - not a purchase
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: Pending.
 Received by: _____
 Comments: _____

Date of Phase II: Waived.
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Maintenance Division
 Date: 9-12-13
 Comments: See attached report

David W. Wheeler, CFM, Director

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner
 Date: 9-12-13
 Comments: Inspection revealed no noticeable Risk Management concerns.

Marcus Faulkner

Engineering Department - Review of Survey or Boundary Map

Completed by: Rick Colocato, Public Works/Infrastructure
 Date: 9-18-2013 10-31-2013
 Comments: NO SURVEY WAS FURNISHED - REVIEWED LEGAL DESCRIPTIONS

Rick Colocato
RICK COLOCATO

Office of Management and Budget - Verification of Funding Source

Funding source: Collateral, not a purchase.
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: Attorney Steve Moorhead for Alison Rogers
 Date: _____
 Comments: _____