



AGENDA

COMMITTEE OF THE WHOLE WORKSHOP BOARD OF COUNTY COMMISSIONERS

Board Chambers
Suite 100
Ernie Lee Magaha Government Building - First Floor
221 Palafox Place

January 9, 2014
9:00 a.m.

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

1. Call to Order

(PLEASE TURN YOUR CELL PHONE TO THE SILENCE OR OFF SETTING.)
2. Was the meeting properly advertised?
3. Finalists to Be Considered for the County Administrator Position (REFERRED FROM THE DECEMBER 5, 2012, BCC MEETING) (BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)
(Andrea Battle Sims, The Waters Consulting Group, Inc. - 45 min)
 - A. Board Discussion
 - B. Board Direction
4. Animal Services - Participation with Target Zero Institute
(Marilyn Wesley - 30 min)
 - A. Board Discussion
 - B. Board Direction
5. Operation People for Peace, Inc.
(Art Rocker - 30 min)
 - A. Board Discussion
 - B. Board Direction
6. Report on Hamburg, Germany, Economic Development Trip (NO BACKUP PROVIDED)
(Commissioner Valentino - 15 min)
 - A. Board Discussion
 - B. Board Direction

7. Adjourn

Committee of the Whole

3.

Meeting Date: 01/09/2014

Issue: County Administrator Position

From: Thomas Turner, Department Director

Information

Recommendation:

Finalists to Be Considered for the County Administrator Position (REFERRED FROM THE DECEMBER 5, 2012, BCC MEETING) (BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

(Andrea Battle Sims, The Waters Consulting Group, Inc. - 45 min)

A. Board Discussion

B. Board Direction

Committee of the Whole

4.

Meeting Date: 01/09/2014

Issue: Animal Services - Participation with Target Zero Institute

From: George Touart, Interim County Administrator

Information

Recommendation:

Animal Services - Participation with Target Zero Institute

(Marilyn Wesley - 30 min)

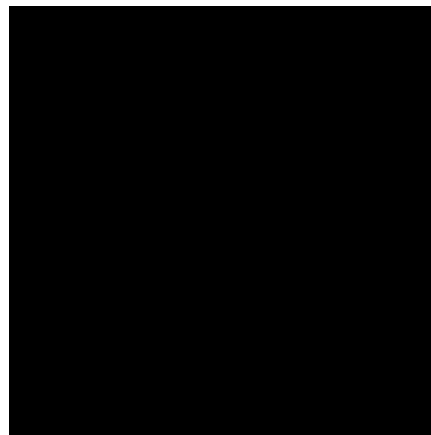
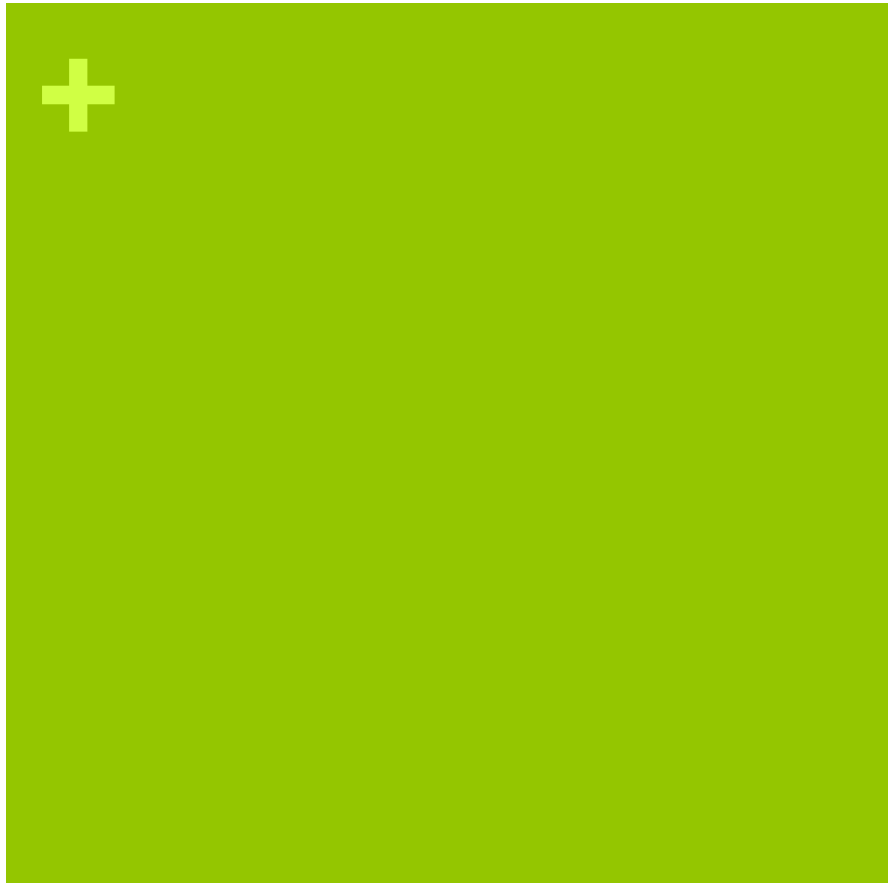
A. Board Discussion

B. Board Direction

Attachments

Presentation for Target Zero, Inc.

FAQ Sheet



Saving Lives Nationwide

Target Zero, Inc.

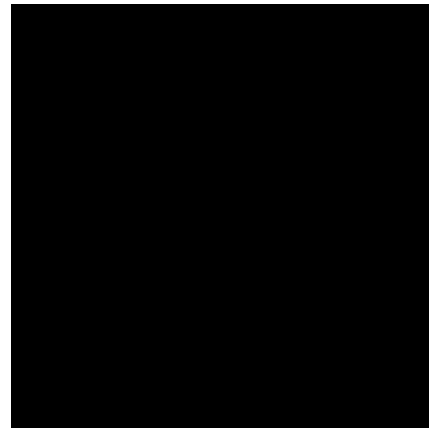
First Coast No More Homeless Pets,
South Florida No More Homeless Pets,
Target Zero Institute



Big Problem

In 2002, 33,847 animals entered area shelters in Duval County and 23,104 died

32% Live Release Rate





Action Needed

First Coast No More Homeless Pet

Founded in 2002

Mission: To end the killing of dogs and cats in Duval County shelters, then do the same in surrounding communities and now mentor communities nationwide to do the same.





Big Solution

Long-term, sustained,
targeted spay/neuter
programs

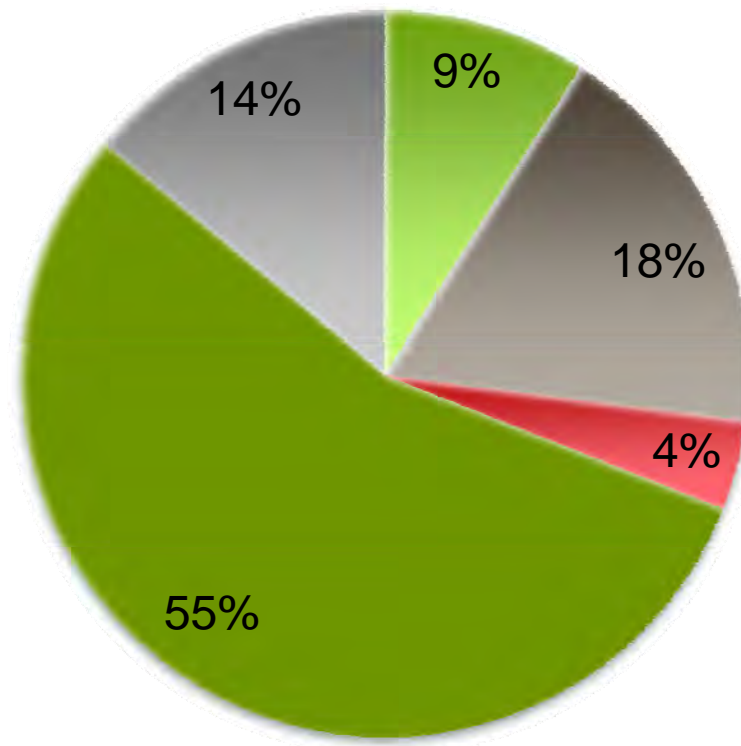
Increasing ongoing shelter
adoptions

Pet retention programs



+ 25,000 Targeted Surgeries Annually

- Low-Cost Programs
- Low-Income Programs
- Pit Bull and Pit-Mix Programs
- Community/Feral Cat Programs
- Geographic Programs





Community Collaboration Crucial

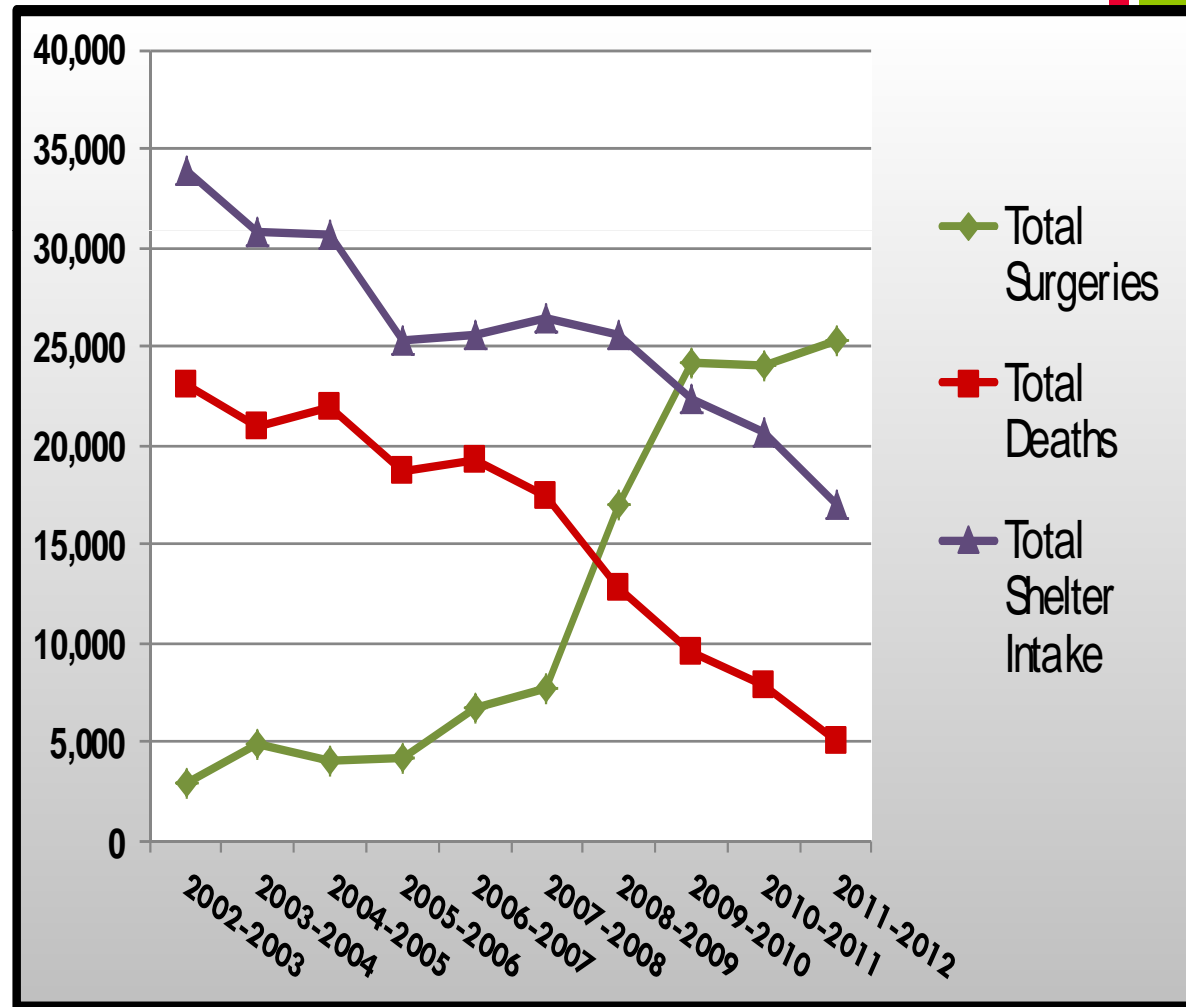


+ Innovative Programs Making A Big Difference

Since 2002,
euthanasia rate
decreased by 78%
in Duval County

This fiscal year,
2,280 animals were
euthanized

82% Live Release
Rate





First Coast No More Homeless Pets has become **Target Zero, Inc.**



Mission: To get the country to no kill by 2024



Target Zero, Inc.

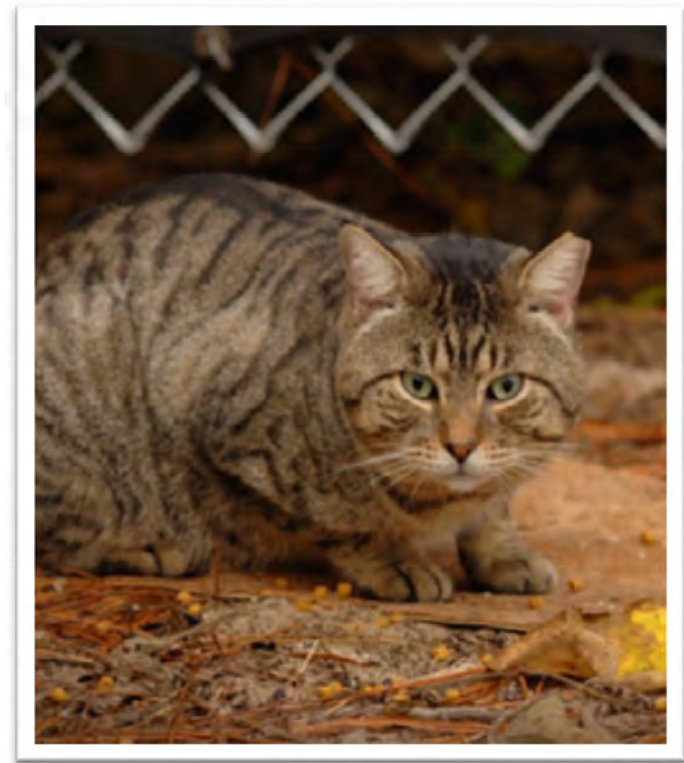


■ Three Major Programs

- First Coast No More Homeless Pets

- South Florida No More Homeless Pets

© Target Zero Institute



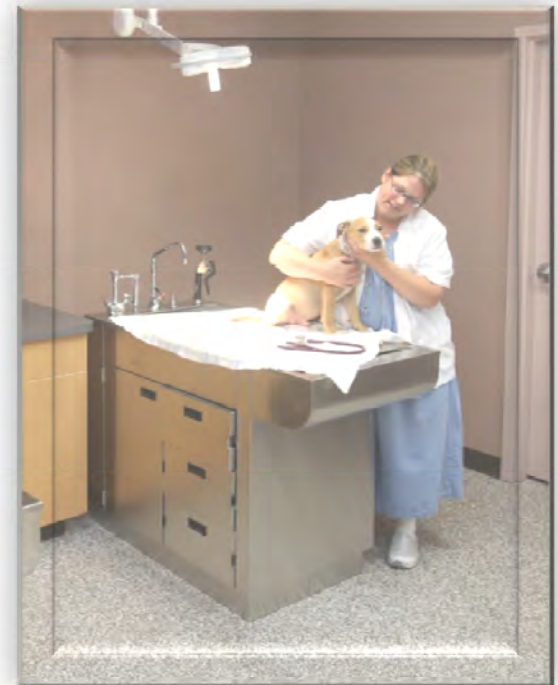
+ First Coast No More Homeless Pets



- Leading northeast Florida's no kill movement
- Largest spay/neuter clinic in the country
- 32,000 surgeries for 2014 with 85% targeted
- Feral Freedom shelter-neuter-return programs
- Mega Adoption Events saving hard to adopt animals

+ South Florida No More Homeless Pets

- Plans to contract with Miami-Dade Government to run high volume spay/neuter clinic
- Working to put together collaboration to end shelter killing in Miami-Dade County





Target Zero Institute was established to assist communities to design and implement comprehensive plans to end the killing of dogs and cats in shelters!



- Organizations nationwide apply for a Fellowship at no cost
- Assessments completed and statistics analyzed to determine where shelter animals are coming from and why
- Comprehensive plans and prioritizing programs are recommended at no cost to the community
- Three years of training with experts in organizational development, medical, revenue generation, government affairs and fiscal management
- Fellows ‘pay it forward’ to surrounding communities



Focus on Felines



2.5 to 3 Million Cats Die Each Year in US Shelters

Innovative programs and policies are changing the way cats are viewed in communities and we can save them all!

Some include:

- Feral Freedom
- Innovative housing and enrichment protocols
 - Open relationship type adoptions



Target Zero, Inc.

Other Areas of Focus

Mobile Mega Adoption Events

From 4,000 to 40,000 annual adoptions

Too Many Pets—Not Enough Adoptions





Measuring Success of Target **Zero** Institute



- Since December 2012 results have been tremendous
- Actively working with **six** communities, with others wanting and most importantly needing our support
- Recommendations based on unique needs of each community
- Data has shown live release rates are increasing, proving lives are being saved with our efforts



Waco, Texas

Population of 240,000

City poverty level 21%

Average animal intake
YTD 2013 - 10,200

- Began work December 2012
- Live Release Rate has increased 36% to 69%
- Detailed assessments in all shelters areas
- Assisted in revising animal ordinances, including adding Community Cat Programs
- Implement government funded targeted spay/neuter funds for high volume clinic
- Re-wrote city shelter SOP's, and conducted detailed training for all shelter/city staff
- Working with limited admission shelters to increase turnover and ability to transfer out more animals from the city shelter
- Assisting in grant preparation to outside funders already leveraging \$200K
- Conduct monthly webinars in areas of development and fundraising, along with one-on-one coaching for raising funds



Indianapolis, Indiana

Population of 840,000

City poverty level 19%

Average animal intake
YTD 2013-16,000

- Began work April of 2013
- Live Release Rate has increased 55% to 73%
- Detailed assessments in all shelter areas
- Helping to create more humane housing
- Improved data entry and subsequent analysis
- Creating more open adoption policies
- Introduced Feral Freedom program and assisted in ordinance changes to legalize
- Improving health and well-being of shelter population at various locations
- Assisting in coordinated grant preparation to outside funders, already leveraging \$2 million
- Conduct monthly webinars in area of development and fundraising, along with one-on-one coaching for raising funds



Baton Rouge, Louisiana

Population of 240,000

City poverty level of 18%

Average animal intake
YTD 2013-6,000

- Began work March of 2013
- Live Release Rate has increased 51% to 58%
- Detailed assessments in all shelter areas
- Assisted in ordinance changes pertaining to community cat programs – at counsel now
- Improved animal care and housing
- Providing mentorship in area of adoption programs, creating streamlined programs
- Working with limited admission shelters to increase turnover and ability to transfer more animals from city shelter
- Assisting in SOP updates and training of staff
- Assisting in coordinated grant preparation to outside funders, leveraging \$1 million+
- Conduct monthly webinars in area of development and fundraising, along with one-on-one coaching for raising funds



Brevard County, Florida

Population of 550,000

City poverty level of 12%

Average animal intake
YTD 2013-14,500

- Began work March of 2013
- Live Release Rate has increased 55% to 72%
- Creating more open adoption policies
- Working closely with city shelter on ordinances and policies to help save lives
- Improving health and well-being of shelter population at various locations
- Assisting in coordinated grant preparation to outside funders, leveraging \$170K
- Detailed assessments in all shelter areas
- Assisted in implementation of mega adoption event, already saving 500+ more lives
- Conduct monthly webinars in areas of development and fundraising, along with one-on-one coaching in this area



Cincinnati, Ohio

Population of 300,000

City poverty level of 27%

Average animal intake as of 2013 13,000

- Began work November 2013
- Working closely to educate on ordinance policies
- Conducted seminars/trainings in order to better prepare ground work for TZI
- Detailed tours of animal welfare facilities to prepare for initial assessment
- Getting ready to conduct detailed assessments in areas of medical, development and programs
- Working on establishing collaboration team needed to save lives



Pensacola, Florida

Population of 305,000

City poverty level of 17%

Average animal intake as
of 2013 11,500

- Began preliminary work November 2013
- Assisting county with SOP development in areas of EU policy and procedure
- Performed analysis of local animal ordinances
- Detailed tours of animal welfare facilities to begin to prepare initial TZI assessment
- Assisting in area of building collaboration between animal welfare
- Started establishing pet safety net programs



Gulfport, Mississippi

Population of 75,000

City poverty level of 20%

Average animal intake as
of 2013 11,000

- Began work November 2013
- Conducted initial visit with animal welfare groups to review TZI process
- Detailed tours of animal welfare facilities to begin to prepare initial TZI assessment
- Performed analysis of local animal ordinances
- Working on strategies to start feral freedom type programs



Strategic Seminars

Goal—Initially assess communities with focus on collaboration

Assess desire to become a no kill community—plant seed

Lay ground work for types of programs and best practices TZI will expect of a fellow

- Cincinnati, OH
- Dayton, OH
- Kansas City, KA
- NY, NY
- Nashville, TN
- New Orleans, LA
- Broward County
- Communities around FL

+ Mobile Mega Adoption Events



Goal: Increase U.S. adoptions by 40,000 or more annually

How: Provide experienced and properly equipped team to effectively handle logistics of **45 Mega Adoption Events**

- Adoption events will work towards finding homes for 750 to 1,000+ normally hard to place pet
- Give communities confidence to undertake large adoption events
- FCNMHP has orchestrated four Mega Adoption Events—finding homes for 3,486 pets, many were those ‘hard to adopt’
- NEARLY 1,000 pets re-homed at each Mega Adoption event



Ten Year TZI Vision

- In late 2012 TZI began working with organizations in communities nationwide
- 2014—2016, 10 additional fellows (organizations) will be added annually
- 2017—2020, 20 additional fellows each year will be added
- In 2020, final groups will be accepted into TZI and will then graduate in 2023




Target Zero, Inc.



Working towards a day when there are
truly no more homeless pets!

www.TargetZeroInstitute.org



Three horizontal bars in blue, brown, and orange colors.


What is Target Zero Institute (TZI)? TZI is a program of First Coast No More Homeless Pets (FCNMHP) based in Jacksonville, Florida. Through extensive collaborative efforts with FCNMHP, and both public and private animal shelters in Jacksonville, targeted spay/neuter, among other effective life saving programs has resulted in a dramatic decrease in shelter intake and euthanasia.

Why was TZI started? The purpose of TZI is to share knowledge through a hands-on holistic approach gained from the success in life saving initiatives in Jacksonville and other nationally recognized examples of 'best practices' within communities small and large. TZI brings together experts in all areas of animal welfare, to not just tell groups what works, but assessing what is currently being done and then carefully showing/explaining how and why different initiatives can save even more lives.

What is the meaning of the name Target Zero Institute? Target Zero refers to 'zero shelter killing' or essentially a 90% Live Release Rate of community shelter pets.

How does TZI work? TZI accepts applications from communities whose animal welfare agencies are working together. Applications are carefully reviewed and one community is chosen a month. Then a team of experts complete an assessment of all major animal welfare stakeholders and make recommendations regarding local ordinances, intake procedures, animal care, collaboration, fundraising and more, all in an effort to bring the community to a 90% Live Release Rate of all shelter pets.

What is the cost to the community? Due to generous supporters of TZI, currently there is no cost to animal welfare agencies in communities chosen, called 'Fellows'.

Three horizontal bars in blue, brown, and orange colors.

Is the assessment the only thing TZI provides? The assessment of the animal welfare community is only the beginning of a three (3) year partnership. TZI serves as the business strategy consultants in all areas of shelter management with the number one goal of keeping animals out of shelters. TZI also works to link organizations with potential funders and tailors services to what is needed in each community. It is not one size fits all, which is what makes TZI needed nationwide to save even more lives.

How are communities selected for a TZI partnership? TZI chooses communities whose animal welfare groups are already collaborating in life saving efforts, in most cases in the population range from 200,000 to 1.5 million. Communities have to be open to complete transparency and discussing plans that involve everyone for success.

Is TZI looking for specific things before choosing a community? TZI selects communities who are willing to try innovative new approaches to saving lives. TZI follows a program pyramid design model, starting at the bottom and working toward the top of the pyramid in order to effectively analyze and strategize on programs to implement in communities.

What types of programs are TZI consultants focused on? The program levels are designed in a pyramid setting with nine (9) levels. Starting at the base they are: shelter and public policy; subsidized income targeted spay/neuter surgeries; solution to community cats in shelters; high volume and other targeted spay/neuter; surrender prevention programs; pet live release programs, subsidized trap-neuter-return; rehabilitation/foster; and kitten/puppy nurseries. When communities can effectively incorporate all levels with success, a target zero community (at least a 90% or better Live Release Rate) can be achieved!

Is there a website where I can learn more? Please visit www.targetzeroinstitute.org.

Committee of the Whole

5.

Meeting Date: 01/09/2014

Issue: Operation People for Peace, Inc.

From: George Touart, Interim County Administrator

Information

Recommendation:

Operation People for Peace, Inc.

(Art Rocker - 30 min)

A. Board Discussion

B. Board Direction

Attachments

Letter to George Touart

Letter to Commissioner May

Agreement - 2-11-2012



Operation People for Peace, Inc.

6919 Pensacola Blvd • Pensacola, Florida 32505 • 850-450-1982 • www.operationpeopleforpeace.org

January 1, 2014

Mr. George Touart
Escambia County
221 Palafox Place
Pensacola, FL 32502

Re: Magic Johnson Speaks to the Community of Pensacola

Dear Mr. Touart,

Per your conversation, this package will be introduced in your January 2, 2014 meeting to the County Commissioners. I have already dialogued with the hospitality arm of the Civic Center and this date is available.

The visit of Magic Johnson to Pensacola, Florida was acknowledged, highly embraced, and is full steam ahead for the School District of Escambia County Superintendent Malcolm Thomas. He stated that February 17, 2014, the date that Magic Johnson will be speaking in Pensacola, FL, is a holiday for all students and it will be great for all youth to attend this function for a motivational speech from Magic Johnson. He felt that this date was an exceptional one because rarely do we have an opportunity of getting youth together on Holidays. The Superintendent will past out tickets to students in the school district, however, he asked that I try to get the venue of the Escambia County Civic Center due to the crowd anticipation and the possibility of inclement weather.

I would like to thank County Commissioner Chairman Lumon May, Commissioner Gene Valentino, Larry Newsome and you for meeting with me a number of times on separate occasions concerning this project being moved from Maritime Park to the Escambia County Civic Center. Each meeting that I had with you all echoes that all of you want to embrace Magic Johnson speaking to the hearts of students and youth in this community. As you know, our Platinum Sponsor Quint Studer has already committed the Maritime Park but each one of you expressed that you wanted it to be in the Escambia County Civic Center due to inclement weather.

I have enclosed a draft copy of the flyer for this event and we are gathering so much momentum for this occasion. Let me thank Grover Robinson for being one of the hosts for this event. I was trying to get to my friend Wilson Roberts however, our friend Jay Patel has been ill with the flu and wanted to introduce this to Commissioner Roberts with me. Thank you once again for your participation.

Sincerely,

/s/

Art Rocker

We lift up the poor and misfortunate; including widows, single parent families, the homeless, the ill, the young and the old, as well as, all who are the most oppressed, discriminated, forgotten, socially downtrodden, and those who lack representation. Operation People for Peace, Inc. is consistently depicted as being on their side in legal matters, predisposed health needs and environmental justice.



201 E. Gregory St.
Pensacola, FL 32502
Phone: 850-432-0800 Fax: 850-432-1707

PENSACOLA BAY CENTER
***** ESTIMATE *****

MAGIC JOHNSON
Monday, February 17, 2014

This estimate has been prepared based on the information we have received as of
Changes in the information provided or occur during event will affect the estimate.
The venue will re-evaluate after any changes and notify the promoter.

12/30/2013

	<u>BILL</u>
ARENA RENT	\$ 3,500.00
PARKING LOT RENT	\$ 1,000.00
MEETING ROOM RENT	\$ 487.50
EQUIPMENT RENT	\$ 550.00
HOUSE LABOR	\$ 3,073.63
MEDICAL LABOR	\$ 442.00
SECURITY LABOR	\$ 1,012.50
POLICE LABOR	\$ 787.50
STAGEHAND LABOR	\$ 481.00
CONVERSION	\$ 4,157.80
CURTAIN HANG	\$ 1,430.00
CLEAN	\$ 1,085.00
CATERING	\$ -
TOTAL TAXABLE EXPENSES	\$ 18,006.93
STATE SALES TAX	\$ 1,350.52
TOTAL EXPENSES	\$ 19,357.44



Operation People for Peace, Inc.

6919 Pensacola Blvd • Pensacola, Florida 32505 • 850-450-1982 • www.operationpeopleforpeace.org

January 3, 2014

Chairman Lumon May
Escambia County Board of County Commissioners
Escambia County
221 Palafox Place
Pensacola, Florida 32502

Dear Commissioner May:

First, I would like to thank the Escambia County Board of County Commissioners for the abundant support in regards to the Earvin "Magic" Johnson Speaks to the Heart of the Community event in Pensacola, FL on Monday, February 17, 2014 from 3:00-6:00PM. The support of Commissioners Lumon May, Gene Valentino, Wilson Roberts, and Grover Robinson is extremely heartfelt. Secondly, we thank the County Administrator George Touart for the hard work and the countless number of hours he has spent selling Escambia County to Magic Johnson representatives as the place to come for investments. Before his untimely illness Touart, as well as Gene Valentino and Larry Newsome invested their energy speaking with Magic Johnson representatives concerning business development and the opportunity of investing into a business venture in Escambia County Florida starting with the Escambia County Civic Center as well as the various new University of West Florida project's. We have received an abundant amount of support and enthusiasm from the Escambia County School District and District Superintendent Malcolm Thomas. We have also received support from Pensacola leaders such as State Representative Mike Hill, Congressman Jeff Miller, Pensacola Mayor Ashton Hayward, Tom Gilliam of Pensacola State College, UWF President Dr. Judy Bense, and business owners such as Lewis Bear, Quint Studer, Fred Levin as well as representatives from the media. We have received the support of the Pensacola Chamber of Commerce, specifically Jerry Maygarden, and other businesses and business owners. We have garnered the support of many community leaders, organizations, religious leaders of all denominations, and the general public. This overwhelming amount of support of Mr. Johnson coming to the great area of Escambia County Florida is because he is recognized as an international businessman and investor. The Escambia County School District Superintendent Malcolm Thomas has had several conversations with our office to bring out the youth. Simultaneously, we have had similar conversations with various universities throughout the Gulf Coast Region. Businessmen are coming from as far away as Louisiana, including Mobile Mayor Sandy Stimpson. This noteworthy event will include Magic Johnson speaking for 45 minutes to heart of our community, our youth, young adults, and the general public.

We lift up the poor and misfortunate; including widows, single parent families, the homeless, the ill, the young and the old, as well as, all who are the most oppressed, discriminated, forgotten, socially downtrodden, and those who lack representation. Operation People for Peace, Inc. is consistently depicted as being on their side in legal matters, predisposed health needs and environmental justice.

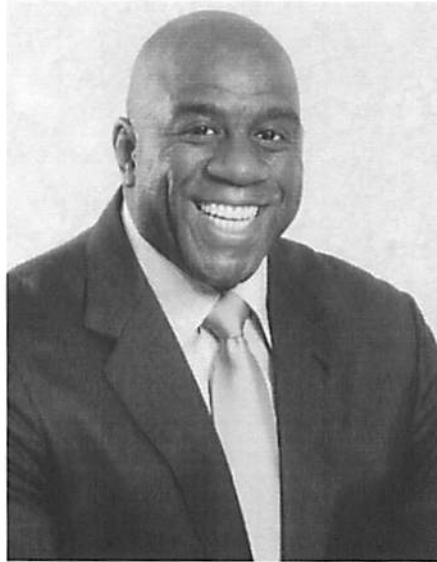
It has been decided that the venue for the Magic Johnson Event will be the Vince Whibbs Senior Community Maritime Park, 301 W. Main St., Pensacola, Florida on Monday, February 17, 2014. The doors will open at 3:00PM and the program starts at 4:00PM lasting until 6:00PM. Magic Johnson Speaks to the Heart of the community event will have over 4000 plus in attendance at no cost to the general public inclusive of 200 VIP seats for sponsors. However, in addition to the Public event where the speaking engagement will take place, there will be a Private VIP reception for 50 people as well as members of the media to mix and mingle. This event will allow the VIP patrons to have private conversations with Magic Johnson before the Public Event. The location for the VIP reception will be announced at a later time to those who are invited to this invitation only private event. The invitations will be mailed to those who are sponsors for the VIP reception.

We thank you for your individual support for the Magic Johnson Event. We are asking the honorable Escambia County Board of County Commissioner's to participate as a Platinum Corporate Sponsor for the Magic Johnson Speaks to the Heart of the Community Event in Pensacola. Your participation is highly requested to become VIP dignitaries and representatives for the Escambia County Community (Information is attached).

Thank you once again and we look forward to seeing you on this National Federal Holiday, "President's Day" on February 17, 2014 for this historical event at the Maritime Park in Pensacola, FL.

Sincerely,

Art /s/



Magic Johnson is coming to Pensacola, FL

February 17, 2014

About Magic Johnson see www.magicjohnson.com

Earvin "Magic" Johnson is known globally for his 13-year career in the NBA, which included 5 national championships with the Los Angeles Lakers, 3 MVP awards, 12 NBA All-Star games, a gold medal at the 1992 Olympics, and an induction into Naismith Memorial Basketball Hall of Fame. Today he serves as Chairman and Chief Executive Officer of Magic Johnson Enterprises, which provides products and services that focus on ethnically diverse urban communities. His many business ventures have been at the forefront of urban development and have promoted growth across the country, bringing attention to the importance of multi-cultural consumers in underserved urban communities.

ABOUT THE EVENT

On Monday, February 17, 2014, Earvin "Magic" Johnson will meet all Platinum Sponsors privately. Magic will mix and mingle, sign autographs and take photos with fifty VIP sponsors at a private party. Later that evening Magic will make a special community appearance and speak to an estimated crowd of more than 3,000 plus community leaders, students, and residents, venue TBA.

Over the course of his successful business career, Magic has become a leading voice for positive community change and economic development in underserved communities. The community is welcome to join Magic as he speaks to the heart of the communities of Pensacola, FL and Mobile, AL on this evening. Be inspired to change lives and transform our communities.

PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of February, 2012, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (hereinafter referred to as "County"), and SMG, Federal Employer Identification Number (FEIN) 23-2511871, a general partnership, whose address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 (hereinafter referred to as "SMG" or "Management Company").

WITNESSETH:

WHEREAS, Escambia County is the owner of the Pensacola Civic Center, a publicly owned civic center, located at 201 E. Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds; and

WHEREAS, on or about December 9, 2004, the Parties entered into a Management Agreement, which was subsequently renewed and modified by written amendment on or about May 10, 2009;

WHEREAS, the Parties wish to revise certain substantive terms of the prior Management Agreement and enter into this Agreement, which is intended to supersede the prior Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants, promises and agreements, contained herein and other good and valuable consideration, County and SMG hereby agree as follows:

Article 1. Purpose.

1.1 This Agreement hereby supersedes in its entirety the prior Management Agreement by and between Escambia County and SMG Corporation, dated December 9, 2004, and the subsequent corresponding amendment dated May 10, 2009.

1.2 County contracts with and grants to SMG the exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein. SMG contracts with County and accepts this exclusive right to manage, operate and maintain the Pensacola Civic Center as provided herein.

1.3 SMG understands and agrees this exclusive right to manage, operate and maintain the Pensacola Civic Center shall always be subject to County's right to operate the Civic Center as an emergency shelter during declared emergencies as determined by the State of Florida or the Board of County Commissioners. Such operation as an

emergency shelter shall include the furnishing of food and drink by County to persons so sheltered, notwithstanding any contractual provisions contained herein relating to the sale of concessions by SMG.

Article 2. Definitions.

2.1 As used in this Agreement the following terms shall have the following meanings:

a. "Affiliate" shall mean a person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with SMG. For the purpose of this definition, "control" shall mean employment, agency relationship or contractual relationship with such a person or the ownership either directly or indirectly of equity securities or other ownership interests which represent more than twenty percent (20%) voting power in the controlled entity.

b. "Annual Budget" shall mean the budget prepared by SMG and approved by County, which identifies amounts to be allocated by the Board of County Commissioners, including Tourist Development Tax dollars or other revenues designated for the operation of the Pensacola Civic Center. Said budget shall consist of budgets for the following self-balancing activity centers: 1) operations and maintenance; 2) capital renewal and replacement; and 3) debt service budget.

c. "Annual Business and Marketing Plan" shall mean the plan to be developed by SMG for the Board of County Commissioners providing SMG's annual strategy to achieve the goals and objectives set forth in Article 4. Said plan shall include, but not be limited to, the following: 1) the proposed Annual Budget for the next Fiscal Year; and 2) the Marketing Plan, which identifies all relevant events, meetings, conventions, trade shows, corporate sponsorships, advertising and promotion opportunities, and seminars.

d. "Annual Management Report" shall mean the report prepared at the end of each Fiscal Year summarizing the actual financial and operational performance of the prior Fiscal Year.

e. "Capital Improvement" shall mean all fixtures, signs, displays, equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, including for example, seats and chairs, which are replaced and/or repaired in multiple units contemporaneously, having a purchase price of greater than twenty five thousand dollars (\$25,000.00), and a life expectancy of greater than five (5) years.

f. "Civic Center Fund" shall mean those funds designated for Operating Expenses related to the operation, maintenance and renewal of the Civic Center.

g. "Emergency" shall mean any natural, technical, or man made disaster any of which is capable of: 1) threatening the life, health and safety of the public; or 2) damaging and destroying property; or 3) disrupting services and everyday business and recreational activities.

h. "Emergency Expenditure" shall mean an unbudgeted repair or expenditure resulting from an Emergency as defined herein.

i. "Escrow Account" shall mean the bank account created by SMG for deposit of monies received from advanced ticket sales.

j. "Event Staff" shall mean all staff necessary to execute an event, including but not limited to, house staff (event coordinator or house manager, supervisors, ticket takers, ushers, medical/EMT, event attendants, door guards, scoreboard programmer, switchboard operator, risk manager), security (uniformed security and in-house security), parking staff, production staff, maintenance staff and Zamboni drivers.

k. "Fiscal Year" shall mean a successive twelve month period beginning on October 1st of the calendar year and ending on September 30th of the following calendar year.

l. "Food and Beverage Revenue" shall mean all revenue generated in connection with the sale of public concessions, catering and related services for all catering, vending services, alcoholic beverages and amounts actually received by SMG from subcontractors, as calculated in accordance with generally accepted accounting principles, consistently applied. Food and Beverage Revenue does not include retail sales taxes and other taxes imposed upon receipts collected from a purchaser or consumer.

m. "Governmental Impositions" shall mean all taxes, assessments, fees, excises, licenses and governmental levies, both general and special, ordinary and extraordinary, unforeseen and foreseen, imposed by or through any Governmental Regulation, which at any time may be assessed, levied, imposed upon or arise or become due and payable out of or in respect of, or become a lien upon the Pensacola Civic Center.

n. "Governmental Regulations" shall mean all laws, requirements, rules, orders, ordinances and regulations of the City of Pensacola, Escambia County,

the State of Florida and the United States Government or other governmental authority and of each and every department, entity, bureau and duly authorized official thereof, and any successor of these entities, which laws, requirements, rules, orders, ordinances and regulations are now or may hereafter be enacted.

o. "Gross Operating Revenues" shall mean amounts received by or realized by or accruing to the Pensacola Civic Center from rentals, commissions, fees food and beverage, novelty sales, signage revenues, advertising agency fees, public skating rental and fees, and such other miscellaneous income received or collected as a result of the Civic Center's operations. All Gross Operating Revenues as defined herein shall be applied to the operating and maintenance expenses of the Pensacola Civic Center.

Gross Operating Revenues shall NOT include: 1) revenues as defined in any bond anticipation notes and Bond Resolutions, which shall be considered as part of the capital renewal and replacement budget or as part of the debt service budget; 2) interest earned on any capital, debt sinking, or debt reserve account, or Tourist Development Tax proceeds; 3) advances or loans for capital improvements from either internal or external sources; 4) Tourist Development Tax Fund transfers; 5) Marketing and Promotion Fund transfers; or 6) interest on the Operating Account and Escrow Account.

Gross Operating Revenues shall NOT include any state and local Governmental Impositions on sales, rental or other activity generating such Gross Operating Revenues, and in the event any applicable Governmental Impositions are paid in advance by SMG, such Gross Operating Revenues shall be adjusted accordingly.

p. "Hockey Lease Agreement" shall mean the current Pensacola Civic Center Ice Hockey Lease, approved by the Escambia County Board of County Commissioners, and any amendments thereto.

q. "Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of the Pensacola Civic Center which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities.

r. "Marketing" shall mean those activities related to the presentation of the Pensacola Civic Center to the media and potential users as well as the development of the Annual Business and Marketing Plan as defined herein.

s. "Marketing and Promotions Fund" shall mean those funds designated for marketing and promotional activities related to the presentation of the Pensacola Civic Center.

t. "Net Operating Loss Benchmark" shall mean the average Net Operating Loss for the Fiscal Years ending September 30, 2010 and September 30, 2011. The calculation of the Net Operating Loss Benchmark is depicted in Exhibit A of this Agreement.

u. "Net Operating Loss" shall mean expenses greater than revenues in a given Fiscal Year as defined during the County's annual audit process. Net Operating Loss shall NOT include any non-operating revenues, including, but not limited to, capital contributions or transfers of funding derived from the Tourist Development Tax or any interest income. Net Operating Loss shall NOT include any depreciation, amortization or interest expense. An example of the Net Operating Loss calculation is provided in Exhibit A, attached hereto and incorporated herein.

v. "Net Operating Revenue" shall mean those sums remaining after deducting Operating Expenses from Gross Operating Revenues as defined herein.

w. "Notice" shall mean delivery in accordance with Article 32.

x. "Operating Account" shall mean the bank account created by SMG for payment of Operating Expenses and for the deposit into Gross Operating Revenues and other revenues that may become available.

y. "Operating Expenses" shall mean the management fee, full time employees' salaries and personnel benefits, part time employees' wages, event staffs' wages, other staff wages, authorized travel and per diem for employees, communication costs, any fees charged for services rendered by the County, allocated overhead, utilities (including, but not limited to telephone, electric, gas, garbage, water and sewer services), rentals and leases, insurance, bonding, repair and maintenance, printing and binding, advertising, marketing and promotional activities, other current charges, dues, office supplies, operating supplies, books publications, subscriptions, other expenses (e.g. tables, chairs, equipment, etc.) not otherwise defined as Capital Improvements and any other current miscellaneous charges (including but not limited to credit card fees, bank service charges, City of Pensacola occupational license fee, permits, assessments, other licenses, fees and sales taxes on rentals, expenses associated with food and beverage concession sales (including, but not limited to, alcoholic beverages, candy and tobacco product sales), any operational costs incurred to comply with current laws and regulations, the preparation, sale and delivery of on-site catering services (including, but not limited to food, beverages, cups, and paper products),

Operating Expenses shall NOT include: 1) debt service expenses (e.g. payment of principal, interest, or expenses required by the Bond Resolution; 2) Capital Expenses (e.g. depreciation or other expenses related to Capital Improvements); 3) home office overhead; and 4) the cost of reports generated by SMG as required by the terms of this Agreement.

z. "Parties" shall mean SMG and County.

aa. "Pensacola Civic Center" or "Civic Center" shall mean that structure owned by Escambia County located at 201 East Gregory Street, Pensacola, Florida, consisting of approximately 7,702 permanent seats, lobbies, offices, spaces in halls, corridors, concession stands, supply rooms, and outdoor grounds.

bb. "Personnel Benefits" shall mean expenses associated with employee payment for 1) vacation, holiday, parental and sick leave; 2) severance pay; 3) employer's social security; 4) employer's unemployment compensation insurance; 5) health insurance; 6) disability insurance or benefits; 7) life insurance; 8) retirement benefits; and 9) other benefits provided pursuant to the conditions of a collective bargaining agreement.

cc. "Pre-Existing Agreements" shall mean all contracts, licenses, agreements, options, leases or commitments existing as of the date of this Agreement that grant any person or entity any right to: 1) license, use, occupy, or rent all or any portion of the Pensacola Civic Center; or 2) provide services for the management, operation, use, possession, occupation, or marketing of all or any portion of the Pensacola Civic Center.

dd. "Renewal or Replacement Fund" shall mean cash transferred from the Tourist Development Tax Fund for renewal and replacement of the Civic Center. This fund may be used to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.

ee. "User Fee" shall mean the fees or rentals charged for the use of the Pensacola Civic Center building or any portion thereof. These fees shall be established by resolution of the Board of County Commissioners as a part of the Annual Budget. Changes in such fees may be made by the Board of County Commissioners from time to time by resolution and may be structured either upon a flat or fixed rate, or upon a percentage of event receipts or net receipts, or upon a flat rate plus a percentage.

Article 3. Term and Extension.

The effective date of this Agreement shall be October 1, 2012, and shall remain in effect for three (3) Fiscal Years until September 30, 2015. The Agreement may be

extended upon mutual agreement of the Parties for an additional two (2) year period without a change in the terms and conditions. The Parties shall provide written notice of their desire to extend the agreement no later than six (6) months before the expiration of the initial term.

Article 4. Goals and Objectives. As representative of the Parties' intent underlying this Agreement, Escambia County and Management Company have jointly identified, acknowledged, and accepted the following goals and objectives to govern its implementation.

4.1 Management Company shall provide comprehensive management services to Escambia County which will seek to make the Pensacola Civic Center's operations and maintenance financially self-supporting.

4.2 Management Company therefore shall manage the Pensacola Civic Center in the most efficient economical manner possible to maximize revenues and reduce net losses.

4.3 Management Company shall safeguard Escambia County's capital investment in the Pensacola Civic Center by executing effective and efficient maintenance practices, and by actively soliciting and promoting events of all types at the Civic Center.

4.4 Management Company and Escambia County shall seek to maximize revenues generated by such event presentations and make the Pensacola Civic Center an entertainment showplace that instills a sense of pride for Escambia County and the Gulf Coast area.

4.5 Management Company and Escambia County agree to use their best efforts to achieve these goals and objectives.

Article 5. Management Services.

5.1 Management Company agrees to cooperate with Escambia County in the performance of its responsibilities under this Agreement and to implement the Goals and Objectives identified in Article 4. Accordingly, Management Company's responsibilities shall include, but are not limited to, the rental of space, event scheduling, public relations and marketing, operations, maintenance, and event and activity management as set out in this article.

5.1.1 Rental of Space and Event Scheduling. Management Company shall rent space within the Pensacola Civic Center and schedule events and shows based on potential profitability. Management Company shall develop and maintain its yearly event schedule in accordance with the scheduling priority policy in its Annual Business and Marketing Plan.

5.1.2 Management Company and its affiliates or related entities shall be allowed to rent space, schedule, and promote events at the Pensacola Civic Center on terms and conditions and at rates, fees, and prices reasonably determined in accordance with prevailing market conditions.

5.1.3 Management Company shall meet periodically with a representative of Escambia County to apprise such representative of prevailing market conditions and how they compare to the established annual fee schedule (which fee schedule shall be set each year by the Parties' mutual agreement).

5.1.4 Management Company shall not request that the County grant a waiver, in whole or in part, for any applicable user fees or operational expenses referenced herein. Should County unilaterally grant waiver of any user fees or operational expenses said amounts shall be paid by County to Management Company with funds allocated from the Fourth Cent Tourist Development Tax revenues in accordance with applicable law.

5.1.5 Escambia County shall have the right to use the Pensacola Civic Center or any part thereof, if available and consistent with the priority schedule policy, without the payment of a User Fee. In these instances, Escambia County agrees to pay the additional operating expenses incurred, including for concessions, other than for ice water, from a County funding source outside the Civic Center's Annual Budget. In no event shall Escambia County's use of the Pensacola Civic Center compete with, or conflict with, paying events which have been previously booked.

5.1.6 The Management Company's General Manager shall have the authority to execute Pensacola Civic Center contracts and agreements on the Management Company's behalf. At a minimum, all such contracts and agreements, in addition to other standard contractual terms and conditions, shall include a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on required deposits shall become Escambia County's property. It is understood and agreed by both Parties that Management Company shall have no authority to contractually obligate Escambia County to any third party, unless specifically authorized by the Board of County Commissioners.

5.1.7 Management Company agrees to not execute any user agreement for rental of the Pensacola Civic Center or portions thereof for more than thirty (30) consecutive days without Escambia County's prior approval. Said approval shall not be unreasonably withheld.

5.1.8 Thus, any user or rental agreements will be executed by Management Company in its own corporate name, if for a term less than this Agreement's remaining term. If a user or rental agreement term exceeds this Agreement's term as provided in Article 3, the user or rental agreement must be pre-approved by Escambia County.

5.2 Public Relations and Marketing. Management Company will provide public relations, marketing, and promotion services and activities, which shall be consistent with the Goals and Objectives identified in Article 4. Management Company shall submit an Annual Business and Marketing Plan for approval by Escambia County. The Annual Business and Marketing Plan shall be due at the same time the County Administrator requires submission of the annual budgets from other County departments and public agencies.

5.2.1 The Annual Business and Marketing Plan shall contain a strategy to ensure that appropriate events and activities are scheduled at the Pensacola Civic Center and that suitable press coverage of these events and activities is obtained.

5.2.2 As part of its marketing strategy, Management Company will encourage the highest and broadest community use of the Pensacola Civic Center. To that end, Management Company shall establish and maintain a relationship with various local boards, community groups, and local committees as part of its promotional efforts. Management Company also agrees each Fiscal Year to promote the Pensacola Civic Center through its parent company's national marketing activities.

5.3 Operation of Pensacola Civic Center. Management Company's Annual Business and Marketing Plan shall contain an operational strategy to implement the goals and objectives provided in Article 4 and an Annual Budget. The Annual Budget, which includes financial information concerning the operations and maintenance activity center, capital renewal and replacement activity center, and debt service activity center, shall be subject to approval by the Escambia County Board of County Commissioners.

5.3.1 The Annual Business and Marketing Plan shall be implemented by providing to Escambia County an Annual Management Report. The Annual Management Report shall include information from prior periods demonstrating achievement of the goals and objectives provided in Article 4. The reports shall set forth bookings, including information on scheduling of upcoming events, revenue receipts, expenditures, and other information Escambia County may periodically require or request.

5.3.2 Management Company also shall negotiate, execute, administer, and assure compliance with the terms and conditions of all service and product agreements for the Pensacola Civic Center's operation. In determining a product's or service's price or rate, Management Company shall evaluate comparable charges for similar goods and services at similar competing facilities.

5.3.3 Thus, any agreement entered into between Management Company and an affiliate company for operational goods and services shall be made at prevailing rates, fees, or prices charged for comparable goods and services within the industry. When practical, Management Company shall contract with local and/or minority businesses, which provide competitive prices, services, and qualities. All operational

services and goods agreements, when applicable, at a minimum, shall contain in addition to other contractual standard terms and conditions, a hold harmless and indemnification of Escambia County provision, insurance requirements, and a statement that interest earned on any required deposits shall become Escambia County's property.

5.3.4 As part of its Annual Business and Marketing Plan, Management Company shall maintain detailed, accurate, and complete financial records and other documentation of its activities. Financial records shall be maintained in accordance with national generally accepted accounting principles and Article 18.

5.3.5 Management Company shall comply with the spending limitations imposed by its Annual Budget, including any amendment(s) thereto, authorized by the Escambia County Board of County Commissioners. However, if extraordinary events occur, which could not reasonably be contemplated at the time the budget was prepared, Management Company may submit a budget amendment to Escambia County for approval by the Escambia County Board of County Commissioners. The Annual Budget, or any amendment thereto, may include an appropriation of Tourist Development Tax dollars or other County revenues to support Pensacola Civic Center operations.

5.3.6 All persons working at the Pensacola Civic Center shall be the sole and exclusive employees or agents of Management Company and shall be paid by Management Company. Management Company shall set the number, function, qualifications, compensation and benefits of such employees and shall pay applicable social security, unemployment, workers' compensation, or other employment taxes or contributions to insurance plans.

5.3.7 Management Company shall comply with all federal and state laws and regulations relating to employment, including, but not limited to, minimum wages, social security, unemployment insurance, and workers' compensation.

5.3.8 Management Company shall give employment preference to local labor to the extent local residents are available and qualified. However, this paragraph does not require Management Company to give local preference in hiring its General Manager or other supervisory employees. Management Company shall establish and adhere to a written personnel policy and grievance procedure and shall provide employees with copies of that policy.

5.3.9 Management Company shall recruit and employ a staff sufficient to operate the Pensacola Civic Center as set forth in this Agreement. An organizational chart, which generally outlines the Pensacola Civic Center's staffing, shall be included in its Annual Budget request.

5.3.10 Management Company employees shall conduct themselves at all times in a proper and respectful manner to the public, and if, in the sole and reasonable opinion of Management Company, an employee conducts himself or herself in an

improper or disrespectful manner, he or she shall be dismissed for cause by the Management Company.

5.4 Maintenance. Management Company shall be responsible for general maintenance of the Pensacola Civic Center. Each month, the Pensacola Civic Center Operations Director shall meet with the Escambia County Facilities Maintenance Director, or his designee, to report on and discuss the progress of the Civic Center's Preventative Maintenance Program's implementation. The County reserves the right to perform preventative, emergency, or other necessary maintenance if it deems necessary to do so for the Civic Center's protection. Maintenance reimbursement work performed by the County Facilities Management Department or its contractors will be paid from the Civic Center Operating Account. Management Company will utilize a maintenance monitoring program as designated by the County. This software program will be provided by and licensed through Escambia County. It shall be the maintenance management tool used during the implementation and execution of the Pensacola Civic Center's Preventative Maintenance Program and the tracking of daily unscheduled maintenance repairs. The Management Company also will utilize this software program to supply the Escambia County Facilities Management Director with quarterly reports, in a reporting format specified by the County, reflecting all ongoing and completed Preventative Maintenance and unscheduled maintenance repairs.

5.4.1 Management Company shall coordinate with County any repairs or maintenance work in excess of Twenty-Five Thousand Dollars (\$25,000.00) and agrees to solicit competitive bids when required by state law or County ordinance for such maintenance services or goods.

5.4.2 Management Company shall prepare and submit to Escambia County information on maintenance and breakdowns of all major pieces of structural, mechanical, installed, or portable equipment. In no event shall Management Company encumber any real or personal property owned by Escambia County. Management Company shall be responsible for assuring that all Maintenance shall be of a quality and class at least equal to the equipment's original condition.

5.4.3 Unless otherwise directed by the County, all equipment, preventative maintenance services, and service cycles will be accomplished in accordance with manufacturer's recommendations, procedures, and guidelines in their technical bulletins and manuals. Additionally, equipment life cycles will be tracked through the County's software program.

5.4.4 To ensure that the Pensacola Civic Center's structure and its mechanical systems are properly maintained, County and Management Company will jointly inspect the condition of the Civic Center's structure and mechanical systems within thirty (30) days following this Agreement's effective date. Thereafter, not less than annually, the Parties will jointly complete follow-up inspections to determine if there has been any waste or deterioration in the building's structure or mechanical systems that is due to improper maintenance. If County determines in the exercise of its

reasonable judgment that there is waste or deterioration present, then Management Company agrees to restore the structure or mechanical systems to their conditions at the time of the original inspection and to reimburse the County for such restoration.

5.5 Event and Activity Management. Management Company shall direct the delivery and coordination of events and activities scheduled at the Pensacola Civic Center. Event management shall include but is not limited to: 1) crowd control and delivery of security services; 2) implementation of admission procedures; 3) box office ticket operation; 4) collection and payment of ticket revenues; 5) settlement with event promoters; 6) delivery of concessions; and 7) catering services.

5.5.1 Installation of Improvements. Management Company, on behalf of and at the request of Escambia County, shall be responsible for the acquisition and installation of any needed equipment improvements to the Pensacola Civic Center. Escambia County expressly reserves the right to approve such improvements acquisition and installation by Management Company. Expenses associated with the acquisition of such equipment shall be deemed to be Operational Expenses and shall be reimbursable to Management Company.

5.5.2 Set-Up for Events. Management Company shall be responsible for all services required to stage the Pensacola Civic Center for each scheduled event, including but not limited to: 1) stage area needs or services; 2) sound system; 3) lighting system; 4) stage rigging; 5) dressing area; 6) stage equipment; 7) loading; 8) unloading; 9) table, chair, and seat set up and tear down.

5.5.3 Box Office Ticket Operations. Management Company will be responsible for all aspects of ticket sales for events and activities, including computerized tickets, with the exception of Home Ice Hockey Season Game tickets. Management Company will maintain a box office at the Pensacola Civic Center, which will be open to the public at reasonable and appropriate times.

5.5.3.1 No event tickets will be sold unless they are serially numbered, identified by event using a color code, or other appropriate devices to prevent duplication or counterfeiting. Box office ticket operations shall include ordering and selling tickets, collecting and reporting ticket revenues for a scheduled event or activity, processing credit card ticket sales, auditing each scheduled event's or activity's records, and providing a timely and accurate settlement statement following such event or activity.

5.5.3.2 Notwithstanding the foregoing, Management Company retains the right to subcontract any or all of its box office ticketing operations without prior approval by Escambia County. However, its ticket sale policies shall be subject to prior approval by Escambia County. Management Company shall be solely responsible for collection and

remitting of any sales, use, amusement, or similar taxes imposed on such sales to the appropriate governmental entity as required by law.

5.5.3.3 Escambia County agrees that complimentary tickets are defined as tickets with no direct dollar value. These tickets are used in event promotions and for promotional arrangements with businesses, using sound industry business practice in the exchange for such goods and services. Complimentary ticket distribution shall be reflected in the Event Settlement Report.

5.5.4 Management Company shall maintain in the name and federal tax identification number of Escambia County an interest-bearing Escrow Account in an Escambia County financial institution approved by the County. In addition to the signatories designated by Management Company, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County.

5.5.4.1 Management Company shall deposit into the Escrow Account advance ticket sale revenues, which it receives. If there are insufficient funds in the Escrow Account to refund payments to ticket holders, neither Escambia County nor the Clerk of the Circuit Court shall be liable for such deficiency.

5.5.4.2 Notwithstanding the foregoing, Management Company shall refund costs for ice hockey season ticket holders, when directed in writing by Escambia County or a court of competent jurisdiction, out of the Operating Account should the ice hockey team fail to present all home ice hockey games for which season tickets have been sold or otherwise fails to provide timely refunds to ice hockey season ticket holders.

5.5.4.3 Following completion of scheduled events or activities, Management Company shall deposit all revenues into the Operating Account. Any interest accrued in the Operating Account shall become Escambia County's property and remain in the Operating Account. Management Company thereafter shall utilize the Operating Account for Operating Expenses payments, as those expenses become due and owing.

5.5.5 Concessions and Catering. Management Company shall have complete responsibility for the sale of all public concessions, catering and related services at the Pensacola Civic Center, including but not limited to, the sale of: 1) foods of all kinds; 2) beverages of all kinds (including alcoholic beverages); and 3) and other concession products of all kinds.

5.5.5.1 During this Agreement's term, Escambia County shall not permit any other person, firm, or corporation to sell or to offer for sale nor

shall Escambia County sell or offer for sale on its own behalf any of the commodities referred to in Subsection 5.5.5 at or within the boundaries of the Pensacola Civic Center, unless previously agreed to in writing by Management Company's General Manager. Management Company shall not furnish or sell or permit its employees, subcontractors, or agents to furnish or sell or permit, alcoholic beverages to be consumed by a person who is not of lawful drinking age, or a person who is or who reasonably appears to be intoxicated.

5.5.5.2 Food and beverage revenues, excluding any applicable taxes collected, shall be deposited into the Operating Account within three (3) business days. Accounting for such sales shall be made available to the County or the Clerk upon request and a report of such sales shall be provided on a monthly basis.

5.5.5.3 Management Company shall be entitled to 5% of all Food and Beverage Revenues as defined herein. Starting on October 1, 2011, Management Company shall be entitled to a Food Service Fee equal to 5% of all Food and Beverage Revenues as defined herein.

5.5.6 Third Party Concessions and Catering. In the event third parties are authorized to provide limited concession sales or catering services, Management Company shall be responsible for overseeing and coordinating these third party concessionaires and caterers operations. Contracts for third party concessionaires and caterers shall require approval of both Parties and shall require third party concessionaires to provide insurance and indemnification protection equivalent to that provided by Management Company.

5.5.6.1 Management Company shall obtain and deliver to Escambia County proof of insurance evidencing the third party concessionaires or caterers are insured by the following types of insurance coverages in the amounts specified:

a. Commercial general liability insurance with minimum combined single limits per occurrence per event of one million dollars (\$1,000,000), including coverage parts of bodily injury, broad form property damage, advertising, personal injury, blanket contractual liability, independent contractors and products and completed operations. The commercial general liability insurance shall include by endorsement coverage for contingent liquor liability for bodily injury or property damage. The Escambia County Board of County Commissioners and Escambia County shall be named as additional insured.

b. Automobile liability insurance with minimum combined single of one million dollars (\$1,000,000) for any vehicles. The Escambia County

Board of County Commissioners and Escambia County shall be named as additional insured.

c. Workers compensation and employers liability as required by Florida law.

5.5.6.2 All insurance policies shall be written on a per occurrence basis and placed with insurers licensed to do business in the State of Florida rated A or better by A.M. Best's rating service with a minimum financial size category "VIII" according to A.M. Best Current Guide. Policies shall contain severability of interest provisions among additional insured.

5.5.6.3 Certificates of Insurance shall be provided to the Escambia County Administrator or designee at the time the User License Agreement is signed. The Certificates of Insurance shall be signed by the authorized representative. The concessionaire and/or caterer shall agree to notify Escambia County as soon as possible in advance of a cancellation, non-renewal, claim or termination of any insurance policy identified above. In the event of a reduction in the aggregate limit of a policy, the concessionaire and/or caterer shall immediately take steps to have the aggregate limits reinstated to the full extent permitted under such policy. All successive insurance policies shall provide for consecutive coverage with no lapses between termination and effective dates. Certificates of Insurance shall reflect the Escambia County Board of County Commissioners and Escambia County as certificate holders and as additional insureds, except for Workers Compensation and employers liability insurance.

5.5.6.4 Certificates of Insurance shall be forwarded to Escambia County and shall be satisfactory to the County. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by the Management Company, or any of their representatives, which indicate less coverage than required does not constitute a waiver of the concessionaire and/or caterer's obligation to fulfill the insurance requirements. Any delay caused by incorrect or incomplete certificates shall be the sole liability of concessionaire and/or caterer.

5.5.6.5 All concessionaires and/or caterers shall agree not to violate, or to knowingly or negligently permit or to allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of a concessionaire and/or caterer shall be primary to any insurance or self-insurance program carried by Escambia County applicable to the License Agreement. The acceptance by Escambia County of a Certificate of Insurance does not constitute approval or agreement by the County that

the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Agreement. Management Company's failure to ensure the insurance coverages required under this Article are provided and maintained by the concessionaire and/or caterer shall be a material breach of this Agreement, unless other insurance coverages mutually are agreed to in writing by the concessionaire and/or caterer and Escambia County. Notwithstanding the provisions of this Section 5.5.6, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

5.5.6.6 No provision of any concession and/or catering agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes, as amended. The concessionaire's and/or caterer's obligation to indemnify Escambia County shall not be limited by the type and amount of insurance required under this Agreement.

5.5.6.7 Third party concessionaires and/or caterers also shall agree to execute an indemnification and hold harmless agreement in favor of Escambia County and its employees, officials, officers, and affiliated entities from and against claims, suits, actions, damages, penalties, interest, liability, and expenses, including legal expenses, in connection with bodily injury, death, personal injury or property damage, including loss of use, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of the Agreement by the third party concessionaires or caterers.

5.5.6.8 The concessionaires and/or caterers shall agree to comply with all rules and regulations governing the Pensacola Civic Center's operation and shall acknowledge receipt in writing of a copy of the rules and regulations.

Article 6. Security.

Management Company will provide acceptable security at all scheduled events and activities at the Pensacola Civic Center and during the Civic Center's normal business hours. However, Management Company shall retain the sole discretion to determine the appropriate number of uniformed officers necessary for each event or activity after consultation with the Sheriff of Escambia County. Off-duty law enforcement officers providing security services to the Civic Center shall be in privity of contract with Management Company and under Management Company's direction and not in the employment of any event promoter or sponsor or of Escambia County.

Article 7. Collection and Payment of Operating Revenues and Expenses.

7.1 Management Company will be responsible for the collection of all Gross Operating Revenues generated by the Pensacola Civic Center and for their deposit within two (2) business days of receipt into an interest bearing Operating Account in an Escambia County financial institution. The Operating Account shall be in Escambia County's name and federal tax identification number. In addition to the Management Company signatories, the Chairman and Vice-Chairman of the Board of County Commissioners and the Clerk of the Circuit Court shall be authorized signers on behalf of Escambia County. The Operating Account shall require two (2) signatures to authorize withdrawals from it.

7.2 Gross Operating Revenues collected and deposited by Management Company into the Operating Account are held in trust for Escambia County and shall be used only in the manner provided herein.

7.3 County shall be authorized, at any time, to obtain and inspect information and records concerning the Operating Account from the subject financial institution. Management Company shall make disbursements from the Operating Account to pay for the Pensacola Civic Center's Operating Expenses. If, at any time, there are insufficient funds in the Operating Account to pay Operating Expenses, Escambia County shall deposit sums in the Operating Account in the amount of the deficiency within fourteen (14) days notice from Management Company of such deficiency. In addition to the foregoing, Escambia County shall deposit into the Operating Account on or before the 15th day of each month in advance an amount equal to 1/12 of the amount by which Operating Expenses exceed Gross Operating Revenues as reflected in the Annual Budget.

7.4 County shall deposit into the Civic Center Fund a sum certain representing the Renewal or Replacement Fund. Such funding shall be transferred from the Tourist Development Tax Fund on an annual basis subject to an annual appropriation by the Board of County Commissioners and may used by Management Company to pay for any capital improvement project as defined herein or for any maintenance or repair cost or any operating supply necessary to maximize and enhance the facility.

7.5 Upon execution of this Agreement, the Parties shall establish a Marketing and Promotions Fund in the principal sum of \$403,500.00. The principal sum, together with accrued interest, may be utilized upon mutual agreement of the Parties for the purpose of subsidizing event related activities, including but not limited to, marketing and promotional activities. The principal amount shall be amortized on a straight-line basis over the term of the Agreement. If the Agreement is terminated prior to the expiration of this Agreement, any remaining amounts shall be paid by County to Management Company upon the date of such termination.

The County shall retain possession of said Fund, and SMG shall have the right to request draws from said fund in advance of any event or planned expenditure.

Appropriate documentation of the planned event or expenditure must be submitted at the time of the request. Either Party may request and/or recommend funding for planned events or related expenditures, and the Parties shall jointly determine the use of said Fund. Each Party shall designate an individual with authority to make decisions regarding the use of said Fund. Once a request is approved by both Parties, funds shall be made available within ten (10) business days. Within ten days after the subsidized event has occurred, SMG shall provide to County an accounting of the profit/loss for the event. Any cash proceeds from profits retained from the subsidized event will be utilized to replenish the fund in an amount equal to the funds provided for the event. If sufficient cash proceeds are not generated from the event, the fund will be diminished by the amount of the loss.

Article 8. Policies and Procedures.

8.1 Management Company shall establish and implement reasonable rules, regulations, policies, and procedures to govern the Pensacola Civic Center's operational scheduling, priorities, user rates, and contracting responsibilities.

8.2 All rules, regulations, policies, and procedures shall be consistently applied to all users, whether they are for profit or non-profit entities or individual members of the public. A copy of these rules, regulations, policies, procedures, rate schedules, and contract forms shall be provided upon request to Escambia County, each vendor, performer, and member of the public.

Article 9. Signage.

Revenues produced by the sale of advertising on permanent signage owned by the Pensacola Civic Center shall be considered a Gross Operating Revenue, unless the monies are not retained by the Pensacola Civic Center. Temporary signage proceeds shall be governed by the Ice Hockey Agreement's terms and conditions identified in Article 13 and defined in Article 2.

Article 10. General Manager.

10.1 Selection of a General Manager, or any replacement thereof, for the Pensacola Civic Center shall be at Management Company's discretion with the prior approval by the Escambia County Administrator. It is understood and agreed by the Parties that Management Company shall solicit and screen applicants for this position and that Escambia County, at its option and upon its request, may participate in the interview of the position's three finalist.

10.2 The General Manager shall be available as required by Escambia County to consult with County officials and staff. The General Manager or his or her designee shall attend all meetings of the Board of County Commissioners, and such other meetings where the Pensacola Civic Center's operation is discussed.

10.3 The General Manager shall be employed only so long as he or she maintains Escambia County's confidence and, upon the written request of Escambia County, Management Company shall within thirty (30) days remove and/or reassign the General Manager. Management Company also shall provide Escambia County with thirty (30) days prior written notice of its intent to remove or reassign the General Manager in advance of such actual termination or reassignment.

Article 11. Escambia County Administrator or Designee.

11.1 The Escambia County Administrator or his or her designee shall act on behalf of Escambia County while administering this Agreement, with the exception of items which would require Escambia County Board of County Commission approval. The Escambia County Administrator or designee shall:

a. Serve as the liaison between Management Company and Escambia County on all matters relating to this Agreement.

b. Shall be responsible for ensuring that information supplied by Management Company is properly distributed to the Board of County Commissioners and appropriate Escambia County staff.

c. Shall be responsible for the day-to-day monitoring and assessment of the quality of the services and maintenance by Management Company of Pensacola Civic Center.

d. Coordinate contact with other Escambia County staff to assist in this Agreement's administration.

Article 12. Relationship of Parties.

12.1 Escambia County and Management Company agree that the only relationship created hereby is one for supplying management services, as an independent contractor, and Management Company is not an employee, joint venturer, agent, or partner of Escambia County.

12.2 Management Company, on its own behalf, shall have authority to enter into the contracts to perform the management services specified herein, subject to approvals, which may be required by this Agreement. Management Company shall not have the authority to obligate Escambia County contractually. Upon this Agreement's termination or expiration, all contracts relating to the Pensacola Civic Center (including contracts approved by Escambia County and license, lease, or rental contracts pertaining to the Civic Center which Management Company executed in its own name) shall be automatically assigned to, and deemed to be assumed by, Escambia County (without further action by any Party).

12.3 Unless otherwise stated herein, Management Company is the real party in interest under this Agreement and is not acting for or on behalf of any undisclosed principal. A list of Management Company's officers and members of its Board of Directors appears in **Exhibit B** attached hereto and incorporated by reference herein.

12.4 Management Company represents that it is possessed with the requisite authority to enter into this Agreement as evidenced by the Partnership Registration Statement of the State of Florida, a copy of which is attached hereto as **Exhibit C**, and incorporated by reference herein. Management Company also represents the individuals executing this Agreement are possessed of the requisite authority to sign and bind Management Company.

12.5 Management Company acknowledges that it has not engaged in any public entity crimes and has executed the Public Entity Crime Disclosure Form attached hereto as **Exhibit D**, and incorporated by reference herein.

12.6 Management Company represents by reason of its principals' expertise in facility management, it is well qualified to operate successfully the Pensacola Civic Center on behalf of Escambia County in accordance with this Agreement's terms and conditions.

Article 13. Pre-Existing Agreements.

Escambia County will perform all terms, covenants, conditions, and obligations contained in Section 5.6 of the Amendment to the Pensacola Civic Center Management Services Agreement dated May 1, 2007. Otherwise, the Parties agree and understand by executing this Agreement they accept all such terms and conditions and shall be bound by them as stated herein.

Article 14. Government Impositions.

Escambia County shall not be responsible for payment of Governmental Impositions associated with management and operation of the Pensacola Civic Center, unless otherwise approved by Escambia County.

Article 15. Annual Budget.

15.1 Management Company shall submit an Annual Budget, as part of the Annual Business and Marketing Plan for the period commencing October 1st and ending September 30th of each Fiscal Year, listing projected Operating Expenses. It shall be presented at the same time the County Administrator requires other County department annual budget requests.

15.2 The Annual Budget, in a format requested by the Escambia County Administrator or designee, also shall include projected Gross Operating Revenues, as well as an estimate of the required Tourist Development Tax dollars or other County

revenues necessary for the Pensacola Civic Center's operation as well as other designated financial information.

15.3 The Annual Budget shall be approved by Management Company and the Escambia County Administrator or designee by a date established by the Escambia County Office of Management & Budget and the County Administrator.

15.4 It is understood and agreed that if the Escambia County Administrator objects to Management Company's proposed Annual Budget or any part thereof, Escambia County shall be obligated to notify promptly Management Company. Should the Parties thereafter be unable to resolve the matter, Management Company may present its proposed Annual Budget directly to the Board of County Commissioners for consideration during the first advertised public budget hearing required by Florida law.

15.5 Management Company acknowledges that the Annual Budget is subject to approval by the Board of County Commissioners. In the event a proposed Annual Budget has not been adopted by the Board of County Commissioners as the official County Annual Budget by the first day of the new Fiscal Year, then the prior year's budget shall be deemed to be the Annual Budget until the new budget is approved.

15.6 Management Company and Escambia County Administrator or designee may revise the approved Annual Budget during the Fiscal Year by mutual written agreement.

Article 16. Management Fees.

16.1 Fixed Fee. As compensation to the Management Company for providing services during this Agreement's term and any renewal term, Escambia County shall pay to it an annual fixed fee (beginning October 1, 2012) of one hundred seventy five thousand five hundred dollars (\$175,500), which amount shall be adjusted on the first day of each Fiscal Year thereafter by the percentage change in the Southeastern United States Consumer Price Index (Base Year 1982), as published by the U.S. Bureau of Labor Statistics or any successor index or agency, during the one (1) year period ending on December 31 immediately preceding such Fiscal Year (the "Fixed Fee"). However, no upward adjustment shall exceed three (3%) percent. The Fixed Fee shall be invoiced by Management Company monthly in arrears and promptly paid pursuant to Section 218.70, Florida Statutes, as amended, after receipt of a correct invoice as reasonably determined by Escambia County.

16.2 Incentive Fee. In addition to the fixed fee, Escambia County shall pay to Management Company an annual Incentive Fee (beginning October 1, 2011) based upon financial performance. The Incentive Fee shall be prorated for any partial Fiscal Year upon termination or expiration of this Agreement. The Incentive Fee shall be calculated as a percentage of the improvement in actual Net Operating Loss compared to the Net Operating Loss Benchmark, as follows:

% of improvement	% to County	% to SMG
Up to \$250,000	65%	35%
Greater than \$250,000	60%	40%

An example of the calculation of the Incentive Fee is depicted in Exhibit A of this agreement.

The total Incentive Fee that may be earned by Management Company during any Fiscal Year may not exceed 150% (or \$263,250 or in subsequent years an amount equal to 1.5 times the amount of the base fee adjusted for inflation as shown in section 16.1) of the annual Fixed Fee during any Fiscal Year. Qualification for the Incentive Fee shall be contingent upon satisfactory annual inspection of the Pensacola Civic Center as provided in Section 5.4.4.

16.3 By executing this Agreement, the Parties agree Management Company waives any and all right to contest the amount owed for past incentive fees or to seek any additional payment, including interest, for past incentive fees which Management Company may claim based upon past performance.

16.4 Pursuant to the requirements of Florida law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. This Agreement shall not be a debt or obligation of Escambia County or the State of Florida.

Article 17. Annual Management Report and Travel Expenses.

17.1 No later than sixty (60) days after the end of each Fiscal Year, Management Company shall deliver to Escambia County the Annual Management Report detailing the Yearly Gross Operating Revenues and the Yearly Operating Expenses for that Fiscal Year.

17.2 All travel and professional expenses of Management Company employees shall be paid in accordance with the Florida Statutes relating to County employee travel and professional expenses when approved and included in the Pensacola Civic Center Annual Budget. Management Company will prorate these expenses if Management Company's employees conduct corporate business on behalf of or for the benefit of Management Company during such travel. All non-budgeted travel and professional expenses shall be paid only after the prior written approval of Escambia County.

Article 18. Accounting Records, Reports, and Practices.

18.1 Management Company shall maintain accounting records, using accounting practices which conform to nationally generally accepted accounting principles and this Agreement's terms and conditions.

18.2 Management Company shall establish internal financial control policies and practices, which are in accordance with nationally generally accepted standards in the industry and this Agreement's terms and conditions.

18.3 Management Company shall provide to the Escambia County Administrator or designee and the Clerk of the Circuit Court copies of all forms used by it and notice of all accounting methods, internal controls and procedures utilized in its reports to Escambia County and when possible adopt such methods, controls and procedures that are compatible with existing Escambia County methods, controls and procedures.

18.4 Escambia County shall have unlimited access to all accounting records and supporting documentation during this Agreement's term and for a period of five (5) years thereafter. However, Escambia County's right to access shall be exercised following reasonable notice to Management Company. Supporting documentation shall include, but is not limited to, contracts, leases, vouchers, checks, invoices, receipts, and other documents prepared or executed in connection with the Pensacola Civic Center's operation.

18.5 Within thirty (30) days of each month's end, Management Company will submit to Escambia County a Monthly Financial Report, which includes: 1) a monthly and year-to-date income statement identifying Gross Operating Revenues and Operating Expenses in detail in the Annual Budget; 2) a balance sheet as of the last day of the month; 3) a year-to-date statement of cash flows as of the last day of the month; and 4) a statement of related party transactions which will consist of all disbursements to Management Company or any of its affiliates.

18.6 Management Company acknowledges that the Pensacola Civic Center is a public enterprise fund, and as such, all Financial Reports, including the Annual Management Report, will be prepared on a full accrual accounting basis.

Article 19. Lost Articles.

Management Company shall have the sole right to collect and to have custody of, as a gratuitous bailee, articles left, lost, or checked in, on, or about the Pensacola Civic Center by persons attending or participating in events or activities at the Civic Center.

Article 20. Performance Security.

20.1 All Management Company employees handling monies shall be sufficiently bonded as reasonably determined by Escambia County.

20.2 Those employees designated as authorized signatories on Pensacola Civic Center account(s) shall be insured through Management Company's Comprehensive Crime Insurance/Fidelity Bonding with the face coverage of such policy

to be one million dollars (\$1,000,000.00) or more and shall name Escambia County as loss payee.

20.3 During the term of this Agreement, Management Company also shall provide to Escambia County a surety and performance bond in the amount of two hundred thousand dollars (\$200,000.00) to protect the County against loss should Management Company fail to perform its services under this Agreement.

Article 21. Admission to Pensacola Civic Center.

21.1 Management Company reserves the right to evict persons from the Pensacola Civic Center and shall include reasonable guidelines in the rules and regulations required by Article 5 to govern removal of such disruptive persons.

21.2 Management Company's guidelines, rules, and regulations shall be available for the general public's review and given to each promoter or other user at the time a user agreement is signed.

Article 22. Assumption of Risk.

22.1 Management Company shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage occurring at or in the Pensacola Civic Center.

22.2 Only qualified rigging personnel employed by or under contract with Management Company shall provide rigging services for Pensacola Civic Center events.

22.3 Management Company's personal property placed or moved into the Pensacola Civic Center shall be at the Management Company's sole risk, including, without limitation, for those injuries, damages or death arising from environmental damage or liability, theft, and vandalism.

Article 23. Default.

23.1 The following shall constitute a default of the Agreement:

- a. The failure to perform or comply with any material terms, covenants, or conditions of the Agreement;
- b. The occurrence of any act or omission on the part of Management Company that deprives it of the right, power, license, permit or authorization necessary for the lawful and proper operation of the services provided herein;
- c. The violation of any state, federal, or local laws;

d. The filing by or against Management Company of petitions in bankruptcy or the making by which the actions shall automatically be a basis for termination and bar the passing of any benefits to creditors, assignees, or transferred of Management Company;

e. The abandonment or discontinuance by Management Company of any or all of the services permitted or required herein;

f. The failure of either party to timely remit payments due and owing as provided herein;

g. The cessation or deterioration of services by Management Company for a period that in the reasonable opinion of County materially and adversely affects the performance of services described herein.

h. Management Company's failure to operate within the amounts allocated in the Annual Budget for the operation of the Civic Center during any Fiscal Year.

23.2 In the event of default of this Agreement, the defaulting party shall have thirty (30) days to cure the default before termination proceedings may commence as provided in Article 24 below.

Article 24. Termination.

24.1 Either Party may terminate this Agreement for cause upon the failure to fulfill in a timely and proper manner its obligations under this contract, including but not limited to, default of the Agreement as defined in Section 23.1 above. Such termination for cause shall be effective thirty (30) days following the date of the receipt of such notice of termination from the non-breaching party.

24.2 Upon termination, Management Company will be paid for its Management Fee, as defined in Article 16, earned to the date of termination, less the cost to Escambia County of subsidizing any deficiencies, correcting all work improperly performed, as well as repayment for additional cost to Escambia County for removing or replacing Management Company, exclusive of fees to firm(s) hired to replace Management Company. Any deduction from payment to Management Company shall not be construed as a settlement or waiver of other remedies available by law to Escambia County or Management Company.

24.3 The exercise of remedies and rights provided herein shall in no way affect any other right or remedy available to County or Management Company.

Article 25. Procedure Upon Termination.

25.1 Upon the expiration or termination of this Agreement, Management Company shall promptly surrender and deliver to County all equipment, supplies, inventories, or other items, which are the property of the County.

25.2 All losses in inventory of County-owned equipment shall be documented by Management Company as soon as such losses are discovered by Management Company. The Escambia County Risk Manager shall be promptly notified of such losses.

Article 26. Audits and Inspection of Records.

26.1 Escambia County shall have the right to a reasonable inspection and audit of Management Company's financial records. If a complete independent records audit is requested by County, such audit shall be performed in Escambia County after reasonable notification to Management Company.

26.2 The cost of the audit shall be paid by Escambia County, unless the audit should reveal a discrepancy in excess of one percent (1%) of Gross Operating Revenues, in which case Management Company shall pay the cost of the audit. Any monies due Escambia County or Management Company as a result of the audit shall be paid immediately or otherwise credited.

Article 27. Public Record Disclosure.

27.1 Management Company acknowledges this Agreement and any financial records, audits, reports, plans, correspondence, etc. related to the Pensacola Civic Center may be subject to disclosure to the public pursuant to Chapter 119, Florida Statutes, as amended.

Article 28. Insurance.

28.1 The cost of property insurance for the Pensacola Civic Center shall be paid for by the Management Company as an Operating Expense. Management Company hereby acknowledges that Escambia County may self-insure against any or all risks for which it may be responsible. Escambia County shall waive subrogation rights it may have against Management Company for any loss covered under Escambia County's property insurance policies or property self-insurance programs for the Pensacola Civic Center, to the extent permitted by the County's insurer(s).

28.2 Upon execution of this Agreement and for the term's remainder, Management Company will procure and maintain insurance of the types and with the limits herein specified by an insurance carrier described in this Article. Management Company shall name Escambia County, any elected and appointed officials, and employees, of Escambia County, and Escambia County Board of County Commissioners as additional insured by endorsement to the policy with respect to Management Company's operations hereunder. The minimum required limits of

insurance may become inadequate during this Agreement's term. Management Company and Escambia County agree that the minimum limits may be increased to higher reasonable amounts upon this Agreement's extension or renewal or otherwise upon mutual agreement of the Parties or at the direction of Escambia County.

28.3 Unless otherwise agreed, the amount, form, and type of insurance shall conform to the following minimum requirements upon this Agreement's execution:

a. Workers Compensation Coverage. Management Company shall purchase and maintain for its employees workers compensation insurance coverage as required by Florida law and employers' liability with minimum limits of one million dollars (\$1,000,000.00).

b. Commercial General Liability Coverage. Management Company shall purchase commercial general liability insurance in the minimum amount of five million dollars (\$5,000,000.00) per occurrence, specific to operations under this Agreement, with combined single limits for bodily injury and property damage. Fire legal liability insurance limits of one hundred thousand dollars (\$100,000.00) per occurrence.

c. Automobile Liability Coverage. Coverage must be provided, including bodily injury and property damage arising out of operation, maintenance, or use of any automobiles and employee non-ownership use in the amount of one million dollars (\$1,000,000.00).

d. Liquor Liability Insurance. Liquor Liability Insurance shall be provided with a minimum limit of three million dollars (\$3,000,000.00) per occurrence unless such insurance is provided by a third party concessionaire. When alcoholic beverages are furnished, sold, or consumed at the Pensacola Civic Center, Management Company shall not furnish, or shall not sell to or permit its employees, servants, subcontractors, or agents to furnish or to sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any persons who appear intoxicated. Further, Management Company agrees to comply with Section 561.705, Florida Statutes, as amended, regarding "Responsible Vendor Qualifications".

e. Loss Control and Safety. Management Company shall retain control and shall remain responsible for the safety of its employees, agents, servants and subcontractors, as well as its invitees, patrons, and other persons using the Pensacola Civic Center. Precaution and safety considerations shall be considered at all times by Management Company for the protection of persons, and property in and around the Pensacola Civic Center. Management Company therefore shall make special efforts to detect hazards in advance and shall take prompt action where necessary to retain loss control of the Pensacola Civic Center.

28.4 All required insurance coverage shall be documented by Certificates of Insurance, which provide that Escambia County shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change or restriction in their coverage. Escambia County and the Board of County Commissioners shall be named on each policy and Certificate of Insurance as additional insured. Escambia County Board of County Commissioners shall be named as the certificate holder on the Certificate of Insurance. All insurers shall be licensed to do business in the State of Florida and rated "A" or better by A.M. Best's most current rating guide with a minimum financial size category of IX. If requested by the County, the Management Company shall furnish complete copies of the Management Company's insurance policies, forms and endorsements.

28.5 Management Company's required coverage shall be considered primary, and all other insurance shall be considered an excess, over and above Management Company's coverage.

Article 29. Hold Harmless and Indemnification.

29.1 Management Company shall indemnify and hold harmless Escambia County, its elected and appointed officials, and employees from any and all claims, demands, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, or arising out of recklessness, error, omission, intentional or negligent acts by Management Company, its agents and employees in the performance of its obligations under this Agreement. Escambia County shall not waive Management Company's indemnification for acts of sheriff deputies hired directly by Management Company to provide internal security. Management Company's obligation shall not be limited by, or in any way to, any insurance coverage or by a provision in or exclusion or omission from any policy of insurance. The Parties agree this indemnification provision shall survive the termination of this Agreement and throughout the life of any statutes of limitation thereafter.

29.2 No provision of this Agreement shall be construed, nor in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability available to Escambia County.

29.3 Escambia County is self-insured for liabilities to the extent permitted under Section 768.28, Florida Statutes, as amended. Management Company's obligation to indemnify Escambia County pursuant to this Article shall not be limited by the type and amount of insurance provided pursuant to Article 28.

29.4 Management Company agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies provided to satisfy the insurance requirements of this Agreement. All insurance coverage of Management

Company required under this Agreement shall be primary to any insurance or self-insurance program carried by Escambia County applicable to this Agreement.

29.5 Failure to provide and maintain the insurance coverage required under Article 28 shall be considered a material breach of this Agreement, unless this Agreement is amended to reflect other insurance coverage mutually agreed to in writing by the Parties.

Article 30. Right of Entry.

30.1 Escambia County, through its authorized officers, agents, employees, representatives, and contractors shall have the right, at all times, to enter the Pensacola Civic Center for the purpose of inspecting and observing this Agreement's administration as long as such observations do not interfere with the Civic Center's normal operations. Escambia County, its officers, agents, employees, representatives, and contractors may enter in Emergencies without prior notice to Management Company.

30.2 Management Company shall have the right to determine when and if it is necessary to evacuate the Pensacola Civic Center in an Emergency or for other public safety reasons. This determination shall be made by Management Company's General Manager. The General Manager shall immediately contact the Escambia County Administrator to formally advise Escambia County of the evacuation. He or she shall act in a reasonable manner so as to not unnecessarily endanger human life or property while attempting to contact the Escambia County Administrator or designee.

30.3 If an evacuation should occur that results in an event or activity cancellation due to Management Company's negligence, Escambia County does not waive any damage claims which may be filed against Management Company. In the event the evacuation occurs and results in cancellation of an event or activity because of flood, fire, strike, acts of civil or military authorities, or from insurrection or riot, windstorms, hurricanes, tornadoes, acts of God, or any other cause that is unavoidable or beyond Management Company's reasonable control, Escambia County hereby agrees to waive damage claims against Management Company.

Article 31. Non-Discrimination.

Management Company, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenants and agrees that: 1) No person because of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Pensacola Civic Center, except as allowed by law; and 2) Management Company shall not discriminate against any employee, applicant for employment, vendor, subcontractor, or other person or entity needed for the provision of supplies, material, or labor because of age, sex, physical handicap, marital status, color, religion, national origin, or ancestry except where based on a bona fide occupational

qualification or otherwise permitted by law.

Article 32. Notices.

32.1 All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next day delivery addressed to the appropriate party at the address set out below:

ESCAMBIA COUNTY:
County Administrator or designee
Escambia County, Florida
221 Palafox Place, Ste. 420
Pensacola, Florida 32502
(850) 595-4900

MANAGEMENT COMPANY:
SMG
300 Conshohocken State Road
Suite 770
Conshohocken, Pennsylvania 19428

With a copy to:
County Attorney
Escambia County Attorney's Office
221 Palafox Place, Ste. 430
Pensacola, Florida 32502
(850) 595-4970

With a copy to:
Steven A. Scolari, Esquire
Stradley, Ronon, Stevens & Young
30 Valley Stream Parkway
Malvern, Pennsylvania 19355
(610) 640-1965

32.2 Rejection or other refusal by the addressee to accept or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no Notice was given, shall be deemed to be receipt of the Notice sent. Either Party shall have the right, from time to time, to change the address to which Notices shall be sent by giving the other Party at least ten (10) days prior notice of the changed address.

Article 33. Ownership.

33.1 Ownership of the Pensacola Civic Center, including the leasehold, technical and office equipment and facilities, furniture, supplies, displays, fixtures, and other property, shall remain at all times the property of Escambia County. Prior to this Agreement's commencement, the Parties shall together conduct an inventory of all expendable supplies and fixed assets of the Pensacola Civic Center and shall attach a copy of the results of such inventory, signed by an authorized representative of each Party, to this Agreement as **Exhibit E**. The inventory's cost, if conducted or supervised by a third party, shall be equally divided and shall be paid by both Parties. The Parties agree the inventory list shall specifically include a personal computer which is 1) capable of preparing, transmitting, and producing the Pensacola Civic Center's payroll;

2) compatible with the Management Company's computer system; and 3) provided at the Management Company's expense.

33.2 Escambia County will retain ownership and responsibility for all capital improvements and capital repairs and maintenance to the Pensacola Civic Center; however, Escambia County is under no obligation to make such improvements. The Parties agree that in the event Management Company requests a capital improvement, Escambia County shall give reasonable consideration to such request(s) prior to adopting the Annual Budget.

33.3 Management Company shall not injure, mar, or deface the Pensacola Civic Center or any equipment contained therein, and shall not cause or permit anything to be done whereby the Civic Center or equipment shall be in any manner injured, marred, or defaced. Management Company shall not allow any vehicular traffic by patrons on the entrance/exit ramps to building levels above ground at the Pensacola Civic Center's east or west sides. If the Civic Center is damaged by the act, default, or negligence of Management Company or its authorized agents, then Management Company shall pay to Escambia County, upon demand, such sums as shall be necessary to restore it to its original condition, ordinary wear and tear excepted.

Article 34. Copyright.

34.1 Management Company shall procure and pay for, or cause to be procured and paid for, the use of any copyrights, trademarks, or other intellectual property or materials necessary for the presentation of a Pensacola Civic Center event or activity.

34.2 Management Company further agrees to save and hold harmless Escambia County in accordance with the hold harmless and indemnification provisions in Article 29 from any costs or claims arising from copyright violations, including copyright or trademark violations resulting from the sale or display of advertising signs.

Article 35. Assignment of Agreement.

35.1 Escambia County is entering into this Agreement in recognition of and in reliance upon Management Company's expertise, reliability, and competence. The performance of the obligations imposed upon Management Company under the Agreement are not assignable to any other party unless Escambia County, within its sole discretion, consents in writing to said assignment. Any purported assignment in contravention of this paragraph shall be void and shall be considered a material breach of this Agreement.

35.2 Notwithstanding the foregoing, in the event of an assignment by Management Company to an affiliate, parent, or subsidiary which is intended primarily to accomplish an internal Management Company corporate purpose as opposed to materially and substantially altering the method of management services delivery to

Escambia County, then the County will not unreasonably withhold its consent for such assignment.

35.3 In the event of a "Change in Control" of the Management Company (as defined below), Escambia County shall have the option of terminating, for convenience, this Agreement by written notice to the Management Company. Management Company shall notify Escambia County within ten (10) days after it becomes aware that a Change in Control will occur.

35.4 As used in this Agreement, the term "Change of Control" shall mean a change in the possession, direct, or indirect, of either (1) the ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value, or voting power in the Management Company; or (2) the power to direct or cause the direction of the management and policies of the Management Company whether through the ownership of voting securities, by contract, or otherwise.

Article 36. Force Majeure.

36.1 Except as otherwise provided, neither Party shall be obligated to perform hereunder and neither shall be deemed to be in default if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Pensacola Civic Center, or any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental law and regulations.

36.2 In the event of a labor dispute which results in a strike, picket, or boycott affecting the Pensacola Civic Center or services described in this Agreement, Management Company shall not be deemed to be in default or to have breached any part of this Agreement.

Article 37. Casualty.

37.1 In the event the Pensacola Civic Center or any portion thereof shall be destroyed or damaged by fire or other casualty so as to prevent its use or if the Civic Center cannot be so used because of strikes, acts of God, national emergency, or other causes beyond Escambia County's control, then this Agreement shall be suspended for that period of time. The Agreement's term shall be extended for a period equaled to that duration; provided, however, that if the period exceeds six (6) months, the Management Company or the County shall have the right to terminate this Agreement for convenience.

37.2 Management Company's responsibility for paying Operating Expenses of the Civic Center shall be extended beyond the cost of paying for the County's property insurance on the Civic Center to also paying the cost of business interruption coverage for loss of income/loss of rents to the County for a period of one year.

37.3 Management Company hereby waives any damage claim against Escambia County by reason of such suspension or termination, except for the earned proration of the Management Fee to the date of the casualty's occurrence.

Article 38. Compliance with Laws.

Management Company agrees to comply with all Governmental Regulations applicable to Management Company's management of the Pensacola Civic Center, including but not limited to the Americans with Disabilities Act, and all other federal, state, and local occupational, health, and safety laws. Nothing in this Article or elsewhere in this Agreement shall, however, require Management Company to undertake any of the foregoing compliance activity, nor shall Management Company have any liability under this Agreement therefor, if such activity requires any Capital Improvements purchases, unless the County provides funds for such Capital Improvements. Furthermore, Management Company shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Civic Center to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Civic Center.

Article 39. Waiver.

39.1 Waiver of any provision of this Agreement by either Party shall not be deemed to imply or constitute a waiver by such Party of any other provision.

39.2 Escambia County's rights and remedies under this Agreement are cumulative and are not intended to be exclusive, and the use of one shall not be taken to exclude or waive the use of another. Escambia County will be entitled to pursue all such rights and remedies available by law.

Article 40. Entire Agreement.

40.1 This Agreement contains the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between them unless otherwise noted herein.

40.2 Management Company acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. The Parties agree from time to time this Agreement may be amended in writing upon the Parties' mutual agreement.

Article 41. Conflicts of Interest.

41.1 Management Company hereby certifies that it will make a complete disclosure to Escambia County of all facts bearing upon any possible conflict, direct or

indirect, with its performance that it believes any officer or employee of Management Company now has or will have.

41.2 Said disclosure shall be made by Management Company contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Management Company. However, Management Company agrees it will perform at all times its obligation under this Agreement in a manner consistent with the best interest of Escambia County.

41.3 Violation of this Article shall be deemed a default hereunder subject to the provisions of Article 23 and 24.

Article 42. Miscellaneous Provisions.

42.1 The captions, headings, and section titles in this Agreement are for convenience of reference only and are not intended to restrict, affect, or interpret the provisions of any section.

42.2 If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, to any extent, the remainder of it or the application of such term, provision, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, covenant, or condition shall be valid and enforceable to the fullest extent permitted by law.

42.3 This Agreement shall be construed in accordance with the laws of the State of Florida and the Parties stipulate venue for any action which is the subject of this Agreement shall be Escambia County, Florida.

42.4 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Chairman, and Management Company signing by and through its President, duly authorized to execute the same.

COUNTY:

ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

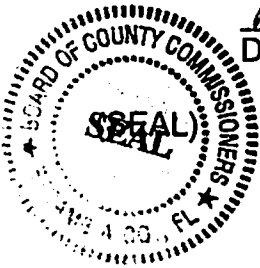
By: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date: February 16, 2012

BCC Approved: 2-16-2012

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk



This document approved as to form and legal sufficiency.

By: [Signature]
Title: [Signature]
Date: 2/2/12

MANAGEMENT COMAPNY:

SMG, a Pennsylvania general partnership, a general partnership duly authorized to do business in the State of Florida.

ATTEST: Secretary

By: _____
Secretary

Date: _____

By: H. Wootley
President

Exhibit A

	2010	2011	2 Year Average	2012 Example*
Operating Income/(Loss)	(\$2,521,941)	(\$2,228,054)	(\$2,374,998)	(\$2,125,000)
Less:				
Depreciation	936,036	939,717	937,877	939,717
Amortization	0	0	0	0
Net Operating Loss for Incentive Calculation	(\$1,585,905)	(\$1,288,337)	(\$1,437,121)	(\$1,185,283)
Decrease in Net Operating Loss from Benchmark				\$251,838
SMG Incentive:				
\$0 - \$250,000 in improvement	35%			88,143
Over \$250,000 in improvement	40%			0
Total Due SMG				\$88,143

*Figures are an example for illustrative purposes and will be based upon actual audited results



EXHIBIT B
TO PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT
BETWEEN
ESCAMBIA COUNTY, FLORIDA
AND
SMG

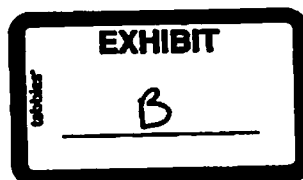
COMPANY OFFICERS AND DIRECTORS

SMG

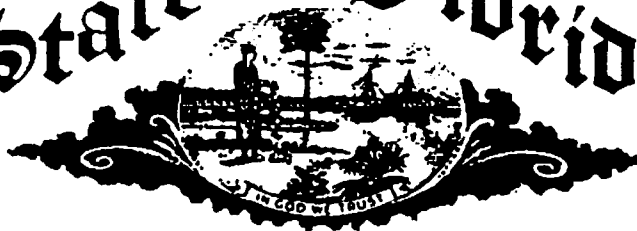
Organization: General Partnership
Formed in State of: PA
FEIN: 23-2511871

Directors: Harold Westley
Brian Graff
Phil Harper
Pankaj Gupta

Officers:
President & CEO: Harold Westley
Executive VP & CFO: John Burns
Executive VP: Maureen Ginty



State of Florida



Department of State

I certify from the records of this office that SMG is a Pennsylvania partnership, filed on April 1, 1998.

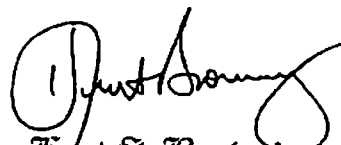
The document number issued to this registration is GP9700000811.

I further certify said partnership has not been canceled.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifth day of April, 2007



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

EXHIBIT

1

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Escambia County, Florida
[print name of public entity]

by John F. Burns - Executive Vice President & Chief Financial Officer
[print individual's name and title]

for SMG
[print name of entity submitting sworn statement]

whose business address is 300 CONSHOHOCKEN STATE ROAD, SUITE 770, W. CONSHOHOCKEN, PA 19428

and (if applicable) its Federal Employer Identification Number (FEIN) is 23-2511871 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

John F. Burns
[signature]

Sworn to and subscribed before me this 18th day of January, 2012.

Personally known John F. Burns

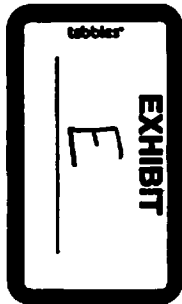
OR Produced identification _____ Notary Public - State of Pennsylvania

(Type of Identification) _____ My commission expires July 6, 2014

(Printed typed or stamped Commissioned name of Notary Public)
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
of Notary Public, Notary Public
West Conshohocken Boro, Montgomery County
My Commission Expires July 6, 2014
Member Pennsylvania Association of Notaries

Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
034477	000 REPEATER DUPLEXER	1/29/1988	LOC ON TOP OF ROOF	221303	7,373.50	CIV800	CIVIC CENTER	CIVIC CENTER-CAPITAL
052353	000 LAPTOP COMPUTER	6/1/2003	SAEGER COMPUTER	221303	1,203.99	CIV800	CIVIC CENTER	CIVIC CENTER-CAPITAL
053039	000 COMPUTER	4/1/2004	GENERAL MANAGER	221303	1,531.31	CIV800	CIVIC CENTER	CIVIC CENTER-CAPITAL
					10,108.80			



Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
038364	000 WORK STATION MODULAR	8/22/1991	RECEPTION DESK	221303	2,930.99	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
046378	000 LASER PRINTER	2/23/1998	SUANN NOLAN	221303	1,460.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
046379	000 LASER PRINTER	2/23/1998	COPIER ROOM	221303	1,460.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
046380	000 COMPUTER NETWORK	2/23/1998	TELEPHONE RM	221303	3,223.25	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
048671	000 MONEY COUNTER	4/1/2000	FRONT OFFICE	221303	1,275.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
048672	000 MONEY COUNTER	4/1/2000	BOX OFFICE	221303	1,275.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
051031	000 BOX OFFICE DESK	5/8/2002	BOX OFFICE	221303	1,393.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052013	000 NETWORK SERVER	5/6/2003	TELEPHONE ROOM	221303	3,248.52	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052039	000 DELL POWER EDGE	5/6/2003	VAULT ROOM	221303	6,999.95	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052084	000 FAX MACHINE	4/1/2003	COPIER ROOM	221303	1,077.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052150	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052156	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052157	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052158	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052159	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052160	000 SCANNER ROUTER & PALM	3/4/2003	BOX OFFICE	221303	1,745.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
052805	000 COPIER	12/5/2003	COPIER ROOM	221303	10,482.00	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
053016	000 FURNITURE OFFICE	3/1/2004	GENERAL MANAGER	221303	1,860.88	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
055462	000 COMPUTER	9/8/2006	SUMMER JIMMERSON	221303	1,489.20	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
055885	000 OMNI 3750 CREDIT CARD TERMINAL	2/20/2007	21 CREDIT CARD MACHINES	221303	42,989.18	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058479	000 POWEREDGE T610 SERVER	12/8/2009	BOX OFFICE	221303	10,583.39	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058480	000 POWEREDGE T610 SERVER	12/8/2009	VAULT ROOM	221303	10,583.38	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058481	000 ZENITH BACKUP	12/8/2009	VAULT ROOM	221303	5,015.87	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058482	000 OPTIPLEX 360 COMPUTER	12/8/2009	DEBBIE ROBERSON	221303	1,136.26	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058483	000 OPTIPLEX 360 COMPUTER	12/8/2009	CYNDEE PENNINGTON	221303	1,136.26	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058484	000 OPTIPLEX 360 COMPUTER	12/8/2009	MACK GILLENWATER	221303	1,136.25	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058485	000 OPTIPLEX 360 COMPUTER	12/8/2009	GM RECEPTION	221303	1,136.25	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058486	000 OPTIPLEX 360 COMPUTER	12/8/2009		221303	1,136.25	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058487	000 OPTIPLEX 360 COMPUTER	12/8/2009	DON BRAKE	221303	1,087.46	CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL

Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
058488	000 OPTIPLEX 380 COMPUTER	12/8/2009	BRIDGET LEWIS	221303	1,087.46 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058489	000 OPTIPLEX 380 COMPUTER	12/8/2009	SUSAN JENKINS	221303	1,087.46 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058490	000 OPTIPLEX 380 COMPUTER	12/8/2009	JAN CASTILLO	221303	1,087.46 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058491	000 LATITUDE E5500 LAPTOP COMPUTER	12/8/2009	CYNDEE PENNINGTON	221303	1,205.55 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058492	000 LATITUDE E5500 LAPTOP COMPUTER	12/8/2009	FLOAT COMPUTER	221303	1,205.54 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
058508	000 LASERJET M2727 PRINTER	12/28/2009	BOX OFFICE	221303	1,024.05 CIV801	FRONT & BOX OFFICES	CIVIC CENTER-CAPITAL
					131,282.86		

Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
031847	000 SINK SS 2 SEC	10/1/1984	KITCHEN	221303	1,850.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031952	000 FRYER DEEP	10/1/1984	KITCHEN	221303	1,050.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031953	000 FRYER DEEP	10/1/1984	KITCHEN	221303	1,050.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031957	000 WASHER DISH	10/1/1984	KITCHEN	221303	13,005.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031958	000 WARMER FOOD W/WHEELS	10/1/1984	MOBILE	221303	1,398.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031960	000 WARMER FOOD W/WHEELS	10/1/1984	MOBILE	221303	1,398.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031961	000 WARMER FOOD W/WHEELS	10/1/1984	MOBILE	221303	1,398.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031966	000 REFRIGERATOR	10/1/1984	KITCHEN	221303	2,287.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031969	000 FREEZER	10/1/1984	KITCHEN	221303	2,980.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031970	000 WARMER FOOD W/WHEELS	10/1/1984	MOBILE	221303	1,398.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
031971	000 SINK SS 3 SEC	10/1/1984	KITCHEN	221303	1,850.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036455	000 COOKER SLOW ALTO-SHAAM	4/25/1989	KITCHEN	221303	3,778.95 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036456	000 PROCESSOR FOOD BERKLIN	4/25/1989	KITCHEN	221303	1,657.86 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036457	000 MIXER FOOD	4/25/1989	KITCHEN	221303	1,800.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036458	000 SLICER MEAT	4/25/1989	KITCHEN	221303	1,200.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036459	000 TABLE SS	4/25/1989	KITCHEN	221303	1,200.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
036367	000 ALARM SYSTEM	8/7/1991	KIT HALLWAY	221303	1,695.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
039098	000 WARMER FOOD W/WHEELS	7/28/1992	MOBILE	221303	2,374.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
040126	000 WARMER FOOD	7/15/1993	KITCHEN	221303	2,285.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
041036	000 COUNTER CURRENCY	8/7/1994	FOOD & BEV OFFICE	221303	1,538.03 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
048670	000 MONEY COUNTER	4/1/2000	FOOD & BEV OFFICE	221301	1,275.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-ADMIN
050389	000 REFRIGERATED MOBILE CART	8/10/2001	MOBILE	221303	10,786.77 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
050707	000 RANGE	1/2/2002	KITCHEN	221303	1,754.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
050708	000 CHARBROILER	1/2/2002	KITCHEN	221303	2,506.00 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
055547	000 CONVECTION OVEN W/ GLASS DOOR	10/13/2006	KITCHEN	221303	5,184.16 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
055548	000 CONVECTION OVEN W/ GLASS DOOR	10/13/2006	KITCHEN	221303	5,184.16 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
055549	000 CONVECTION STEAMER W/GAS MANIF	10/13/2006	KITCHEN	221303	16,493.34 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
055550	000 FRYER CLEANER	10/13/2006	KITCHEN	221303	1,023.79 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058509	000 LASERJET M2727 PRINTER	12/28/2009	FOOD & BEVERAGE OFFICE	221303	1,024.05 CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL

Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
058592	000 ELECTRIC FOOD PROCESSOR	3/2/2010	KITCHEN	221303	1,526.70	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058593	000 KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058594	000 KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058595	000 KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058596	000 KEG STYLE BEER COOLER	3/2/2010	MOBILE	221303	3,152.19	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058622	000 PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058623	000 PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058624	000 PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058625	000 PORTABLE BAR	3/19/2010	MOBILE	221303	2,546.64	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
058768	000 STEAMER	3/2/2010	TERESA BRYAN	221303	1,284.98	CIV802	KITCHEN/FOOD & BEVERAGE	CIVIC CENTER-CAPITAL
					118,031.11			

Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____ 050704	000 ICE MACHINE	11/26/2001	C3	221303	3,478.00	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____ 050705	000 ICE MACHINE	11/26/2001	C4	221303	3,478.00	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____ 050706	000 ICE MACHINE	11/26/2001	C6	221303	3,478.00	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____ 051051	000 HOT FOOD CART	7/1/2002	CART CONCESSION MOBILE	221303	9,237.50	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____ 051078	000 HOT FOOD CART	7/1/2002	CART CONCESSION MOBILE	221303	9,237.50	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____ 055458	000 POPCORN MACHINE	11/30/2005	POPCORN ROOM	221303	2,799.06	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
_____ 058591	000 VENTLESS DUAL FRYER	3/2/2010	C3	221303	12,263.13	CIV803	CONCESSIONS	CIVIC CENTER-CAPITAL
					43,971.19			

Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
029557	000 FENCE CHAIN LINK	2/27/1985	SIDE OF CIVIC CENTER	221303	4,624.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
040715	000 TRUCK VAN 15 PASS	4/18/1994	TAG #136251	221303	16,895.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
046805	000 ALUMINUM STAIRS	10/1/1997	CIVIC CENTER/CONTRIB	221303	3,800.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
046806	000 ALUNINUM STAIRS	10/1/1997	CIVIC CENTER/CONTRIB	221303	3,800.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
046807	000 CANOPY BOX OFFICE	11/1/1997	FRT OF BOX OFFICE	221303	1,290.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
047319	000 TRUCK	3/9/1999	TAG #161557	221303	17,191.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
048423	000 BIKE RACKS	12/1/1999	SIDE OF CIVIC CENTER	221303	4,376.67	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	000 SIGN FOR CIVIC CENTER	9/23/2002	UP	221303	150,000.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	001 MARQUEE SIGN	11/18/2002	UP	221303	78,461.95	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	002 CIVIC CENTER SIGN	11/18/2003	UP	221303	120,510.05	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	003 CLIMATE CONTROL CABINET	3/28/2005	UP	221303	12,985.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
051214	004 ACCRUAL ADJ.	3/30/2005	UP	221303	(39,671.80)	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054174	000 CLIMATE CONTROL CABINET	6/13/2005	UP	221303	3,950.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054174	001 CLIMATE CONTROL CABINET	8/26/2005	UP	221303	12,536.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054175	000 POWER SUPPLY	6/13/2005	FOR MARQUEE	221303	7,950.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
054814	000 CABINET FOR MARQUEE	1/18/2006	UP CLIMATE CONTROLLED	221303	5,050.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
055050	000 MARQUEE MESSAGE BOARD SIGN	4/25/2006	UP	221303	13,567.90	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
055051	000 MARQUEE MESSAGE BOARD SIGN	4/25/2006	UP	221303	13,567.90	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
055052	000 CLIMATE CONTROL CABINET	4/25/2006	UP	221303	3,950.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
058125	000 30 HP MOTOR	1/31/2009	FOR CHILLER TOWER	221301	2,460.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-ADMIN
058884	000 MARQUEE	10/1/2009	UP WEST OF FAC FRT MARQUEE	221301	296,800.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-ADMIN
34280A	000 MARQUEE	3/1/1994	UP	221303	1,329.00	CIV804	OUTSIDE CIVIC CENTER	CIVIC CENTER-CAPITAL
					735,422.67			

Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
029398 000	SPOTLIGHT	1/27/1985		221303	6,240.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029398 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029399 000	SPOTLIGHT	1/27/1985		221303	6,240.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029399 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029400 000	SPOTLIGHT	1/27/1985		221303	6,240.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029400 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029401 000	SPOTLIGHT	1/27/1985		221303	6,240.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029401 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029402 000	SPOTLIGHT	1/27/1985		221303	6,240.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029402 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029403 000	SPOTLIGHT	1/27/1985		221303	6,240.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
029403 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.40 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
036776 000	SCOREBOARDS	1/4/1990	N & S END	221303	2,760.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
039988 000	HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
039989 000	HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
039990 000	HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
039991 000	HOIST CHAIN 1/2 TON	12/8/1992		221303	1,480.00 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041259 000	SPOTLIGHT	8/9/1994		221303	8,354.25 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041259 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041260 000	SPOTLIGHT	8/9/1994		221303	8,354.25 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041260 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041261 000	SPOTLIGHT	8/9/1994		221303	8,354.25 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041261 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041262 000	SPOTLIGHT	8/9/1994		221303	8,354.25 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
041262 001	SPOTLIGHT REBUILD	9/30/2010		221303	2,802.41 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
043061 000	HOIST CHAIN 1 TON	11/18/1994		221303	6,997.79 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
043062 000	HOIST CHAIN 1 TON	11/18/1994		221303	1,750.61 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
043063 000	HOIST CHAIN 1 TON	11/18/1994		221303	1,748.29 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
043064 000	HOIST CHAIN 1 TON	11/18/1994		221303	1,748.28 CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL

Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
044344	000 SCOREBOARD MULTI-SPORT	8/18/1998		221303	91,006.50	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044344	001 SCOREBD AT CIVIC CENTER	11/18/1998	INSTALLMENT	221303	181,800.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044344	002 SCOREBOARD	1/29/1997	INSTALLMENT	221303	30,193.50	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044344	003 CLOCK UP GRADE TO ADD FOOTBALL	5/25/2000		221303	1,010.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044344	004 SCOREBOARD UPGRADE	11/12/2010	PARTS & CONTROLLER	221303	31,005.00	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
044708	000 CHAIN HOIST F/SCOREBOARD	10/16/1998		221303	18,159.21	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
49771	000 TRUSSING (RIGGING)	4/30/2001		221303	3,425.65	CIV805	CIVIC CENTER ARENA	CIVIC CENTER-CAPITAL
					476,405.87			

Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
029777	000 KEY COMBINATOR	1/28/1985	OPERATIONS	221303	1,142.30	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
031940	000 WELDING OUTFIT GAS	7/25/1986	SHOP	221303	1,067.60	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
039993	000 SAW TILTING 10"	3/7/1993	SHOP	221303	2,217.74	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
040929	000 DRAIN CLEANING MACH	3/17/1994	SHOP	221303	1,690.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
041332	000 SAW BAND	8/15/1994	SHOP	221303	1,484.88	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
041333	000 SANDER BELT	8/15/1994	SHOP	221303	1,608.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
046114	000 COPIER	4/1/1998	OPERATIONS	221303	20,000.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
051109	000 COMPUTER	8/1/2002	TECH ROOM	221303	1,649.97	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058478	000 CISCO 2821 ROUTER	12/8/2009	OPS TECH RM	221303	3,344.71	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058493	000 LATITUDE E5500 LAPTOP COMPUTER	12/8/2009	JIM KERRIGAN	221303	1,205.54	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058494	000 MERAKI INDOOR CLOUD SYSTEM	12/8/2009	OPS TECH ROOM	221303	3,750.80	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058510	000 LASERJET M2727 PRINTER	12/28/2009	OPERATIONS	221303	1,024.05	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-CAPITAL
058885	000 AUDIO/VISUAL EQUIPMENT	9/30/2010		221301	4,000.00	CIV806	OPERATIONS/TECH RM/SHOP	CIVIC CENTER-ADMIN
					44,185.59			

Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
039992	000 CONTROLLER F/HOISTS	12/8/1992	FOR 39988-39991/RIG ROOM	221303	2,466.52	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
040923	000 PRESSURE WASHER W/ ACCESS	5/3/1994	MOBILE	221303	5,758.70	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
043065	000 CONTROLLER F/RIGGING	12/15/1994	FOR 43061-43064/RIG ROOM	221303	2,167.04	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
043066	000 DISTR0 PANEL F/RIGG	12/15/1994	FOR 43061-43064/RIG ROOM	221303	1,317.48	CIV807	CIVIC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
053046	000 LIFE PACK	5/18/2004	DEFIBL,BATTERY, CASE	221303	1,941.88	CIV807	CMC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
053046	001 CONTROLS	2/15/2005		221303	220.32	CIV807	CMC CENTER 1ST FLOOR	CIVIC CENTER-CAPITAL
					13,871.94			

Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____ 040510	000 FLOOR DANCE PORTABLE	10/1/1993	W/CADDY	221303	3,608.50	CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
_____ 049519	000 LECTERN	3/31/2001		221303	1,265.87	CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
_____ 053047	000 LIFE PACK	5/18/2004	DEFIBL,BATTERY, CASE	221303	1,941.88	CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-CAPITAL
_____ 058597	000 MEETING ROOM EQUIPMENT	1/31/2010		221301	8,000.00	CIV808	CIVIC CENTER 2ND FLOOR	CIVIC CENTER-ADMIN
					14,816.25			

**Civic Center
FY 2011 Fixed Asset Inventory**

Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
053048	000 LIFE PACK	5/18/2004	DEFIBL BATTERY, CASE	221303	1,941.88	CIV809	CIVIC CENTER 3RD FLOOR	CIVIC CENTER-CAPITAL
053048	001 CONTROLS	2/15/2005		221303	220.32	CIV809	CIVIC CENTER 3RD FLOOR	CIVIC CENTER-CAPITAL
					2,162.20			

Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
_____ 046813	000 WIRELESS SYSTEM	3/1/1998	SOUNDBOOTH	221303	3,985.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____ 049694	000 SOUND SYSTEM	4/26/2001	SOUNDBOOTH	221303	35,000.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____ 052065	000 IGNITER	4/1/2003	5TH FLOOR	221303	2,603.75	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____ 053415	000 EXHAUST FAN	7/1/2004	CENTIFUGAL ROOF	221303	1,328.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____ 055459	000 40HP WEG ELECTRIC MOTOR	3/31/2006	RETURN AIR FAN	221303	1,416.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____ 055460	000 50HP WEG ELECTRIC MOTOR	3/31/2006	SUPPLY AIR FAN	221303	1,680.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____ 055461	000 50HP WEG ELECTRIC MOTOR	3/31/2006	SUPPLY AIR FAN	221303	1,680.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-CAPITAL
_____ 058769	000 WEG 50HP MOTOR 326T	5/24/2010	4TH FLOOR/NORTHWEST	221301	1,668.00	CIV810	CC 4TH & 5TH FLOORS/SOUNDBOOTH	CIVIC CENTER-ADMIN
					49,360.75			

Civic Center
FY 2011 Fixed Asset Inventory

Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost Location	Location Description	Department Title
029064	000 LIFT GENIE	12/3/1984	PUMP ROOM	221303	3,985.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029097	000 FLOOR BASKETBALL	10/15/1984	PROP ROOM	221303	19,782.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029457	000 BACKSTOP BASKETBALL	1/29/1985	PROP ROOM	221303	13,340.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029670	000 RISE SYSTEM 8 STEP	11/19/1984	LOADING DOCK&PROP ROOM	221303	1,081.23 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
029671	000 RISE SYSTEM 8 STEP	11/19/1984	LOADING DOCK&PROP ROOM	221303	1,081.23 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
036482	000 COOLER WALK IN	4/25/1989	P1	221303	1,925.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
038876	000 DECK/SUPPORT SYS(SOUND WNGS)	4/16/1992	PROP ROOM	221303	9,815.52 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
038912	000 MOWER LAWN	5/19/1992	NEW STORAGE	221303	2,167.84 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
039013	000 FREEZER WALK IN	7/1/1992	P1	221303	8,051.68 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
040463	000 DRAPES STAGE	12/17/1993	PROP	221303	5,862.24 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
040749	000 BILLY GOAT VACUUM	4/5/1994	NEW STORAGE	221303	1,698.50 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
044332	000 FORKLIFT TRUCK HYSTER	9/30/1996	NEW STORAGE	221303	18,894.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
044345	000 ICE RESURFACING MACHINE	9/18/1996	LOADING DOCK	221303	58,200.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
044936	000 BLADE SHARPENER PORTABLE	12/12/1996	LOADING DOCK	221303	2,078.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
047484	000 PRODECK ICE	3/3/1999	NEW STORAGE	221303	85,000.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
048427	000 STAGE BARRICADE	1/4/2000	NEW STORAGE	221303	11,650.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
050390	000 HANDSINK CART	7/23/2001	P1	221303	1,585.58 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
051158	000 FORKLIFT	7/31/2002	LOADING DOCK	221303	22,685.00 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
053876	000 ICE EDGER	12/31/2004	LOADING DOCK	221303	2,172.58 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
055608	000 SCRUBBER/SWEEPER	12/6/2006	LOADING DOCK	221303	43,120.19 CIV811	NEW STOR/PROP RM/LOAD DOCK/P1	CIVIC CENTER-CAPITAL
					314,175.59		

Civic Center
FY 2011 Fixed Asset Inventory
Location: CIV800 Civic Center

Inventory Asset ID	Description	Date Acquired	Description	Department	Cost	Location	Location Description	Department Title
034314	000 DRAPERIES	9/10/1987	CHEMICAL ROOM	221303	11,845.66	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-CAPITAL
034871	000 DRAPERIES	3/10/1988	CHEMICAL ROOM	221303	8,310.36	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-CAPITAL
039015	000 REFRIGERANT MGNT SYS	7/1/1992	CHILLER ROOM	221303	6,580.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-CAPITAL
039233	000 REFRIG RECOVERY SYS	8/28/1992	ICE PLANT ROOM	221303	1,250.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-CAPITAL
048701	000 CLEANER CARPET	5/30/2000	CHEMICAL ROOM	221303	2,222.22	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-CAPITAL
050968	000 AUTOMATIC SCRUBBER	4/1/2002	CHEMICAL ROOM	221303	5,512.09	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-CAPITAL
055969	000 COMPACT AUTO SCRUBBER	1/23/2007	CHEMICAL ROOM	221301	1,602.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-ADMIN
057360	000 VACUUM	3/25/2008	CHEMICAL ROOM	221301	1,890.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-ADMIN
057977	000 ICE PLANT COMPRESSOR	6/13/2008	ICE PLANT ROOM	221303	9,000.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-CAPITAL
057978	000 ICE PLANT COMPRESSOR	6/13/2008	ICE PLANT ROOM	221303	9,000.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-CAPITAL
057979	000 ICE PLANT COMPRESSOR	6/13/2008	ICE PLANT ROOM	221303	9,000.00	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-CAPITAL
058986	000 WEG 40HP MOTOR 324T	10/14/2010		221301	1,572.50	CIV812	CHEM/PUMP/CHILL/ICE PLT ROOMS	CMC CENTER-ADMIN
	TOTAL COST				<u>\$ 2,021,579.65</u>			

Committee of the Whole

6.

Meeting Date: 01/09/2014

Issue: Hamburg Germany Trip

From: Gene Valentino, District 2 Commissioner

Information

Recommendation:

Report on Hamburg, Germany, Economic Development Trip (NO BACKUP PROVIDED)
(Commissioner Valentino - 15 min)

A. Board Discussion

B. Board Direction
