

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

CHAMBER RULES

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

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

AGENDA

Board of County Commissioners

Regular Meeting – February 18, 2014 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Presentations:

A. Plaque recognizing Jerome E. Watson for his service on the Board of Adjustment; and

B. Plaque recognizing Frederick J. Gant for his service on the Santa Rosa Island Authority.

7. Proclamations.

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

A. Adopt the Proclamation congratulating BeulahFest on 28 years of giving back to the community and encouraging all citizens to join in the BeulahFest activities on March 21-22, 2014;

B. Adopt the Proclamation recognizing the 125th Anniversary of Florida Public Health and asking that all residents join in extending sincere gratitude to the staff, past and present, of the Florida Department of Health in Escambia County for their commitment to the people of our community during these past one hundred and twenty-five years; and

C. Ratify the Proclamation dated February 11, 2014, extending a warm welcome to The Columbus Foundation and the two replicas of Columbus' ships, the Nina and the Pinta, to Escambia County, Florida, and encouraging all citizens to participate in this exciting event.

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

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

9. 5:31 p.m. Public Hearing Pursuant to Section 163.3215(7), Florida Statutes, to consider approval of settlement terms in the Case of Knowhow Group USA, Inc., et al. v. Escambia County Board of County Commissioners, et al. (Case No. 2012 CA 001355).

Recommendation: That the Board hold the Public Hearing, as required by Section 163.3215(7), Florida Statutes, to approve the proposed settlement previously discussed in the Attorney-Client meeting held on February 18, 2014, at 3:30 p.m.

10. Reports:

**CLERK & COMPTROLLER'S REPORT**

Backup Not Included With The Clerk's Report Is Available For Review In  
The Office Of The Clerk To The Board  
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

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

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

A. Closing documents relating to the purchase of property, located at 8160 Ashland Avenue, from Davis Marine Construction, Inc., as approved by the Board on May 2, 2013, and received in the Clerk to the Board's Office on January 23, 2014; and

B. A copy of the *Neighborhood Enterprise Foundation, Inc., Pensacola, Florida, Financial Statements and Supplementary Information October 31, 2013*, as audited by Steven J. Erickson, P.A., Certified Public Accountant, and received in the Clerk to the Board's Office on February 5, 2014.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 6, 2014; and

B. Approve the Minutes of the Regular Board Meeting held February 6, 2014.

## **GROWTH MANAGEMENT REPORT**

### I. Public Hearing

#### 1. 5:45 p.m. - Recommendation Concerning the Review of an Ordinance Amending Articles 3 and 6

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Articles 3, Definitions and 6, Zoning Districts, defining and providing for Materials Recovery Facilities (MRF).

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.0 (b) and F.S. 125.66 (4)(b).

At the January 7, 2014 Planning Board Meeting, the Board recommended approval.



## II. Action Item

### 1. Recommendation Concerning a Final Plat for Betmark Place Phase II

That the Board take the following action concerning the recording of the Final Plat of Betmark Place Phase 2, (a 13 lot single family residential subdivision), located in the Ensley Community on Millbrook Drive and north of East Ten Mile Road. Owned and developed by Betmark Place Phase 2, LLC . Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street name "Millbrook Drive";

C. Accepting all, drainage improvements within public parcels, as depicted upon the Final Plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district.  
The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement for Streets and Drainage Improvements with Surety.

### III. Consent Agenda

#### 1. Recommendation Concerning the Scheduling of Public Hearings

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

March 6, 2014

5:45 p.m.- A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases heard by the Planning Board on February 4, 2014.

**Case No.:** **Z-2014-01**  
**Address:** 400 S Fairfield Dr  
**Property Reference No.:** 20-2S-31-3101-000-003  
**Property Size:** 0.36 (+/-) acres  
**From:** R-1, Single-Family District, Low Density (4 du/acre)  
**To:** R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)  
**FLU Category:** MU-S, Mixed-Use Suburban  
**Commissioner District:** 1  
**Requested by:** Lisa Sharp, Agent for Hasham Yousef, Owner

**Case No.:** **Z-2014-02**  
**Address:** 8400 Cove Ave  
**Property Reference No.:** 10-1S-30-1101-090-006  
**Property Size:** 1.26 (+/-) acres  
**From:** R-3, One-Family and Two-Family District, (cumulative) Medium Density (10 du/acre)  
**To:** R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)  
**FLU Category:** MU-U, Mixed-Use Urban  
**Commissioner District:** 3  
**Requested by:** Wiley C. "Buddy" Page, Agent for Amy Bloodsworth Mims, Owner

**Case No:** **Z-2012-01**  
**Address:** 9869 North Loop Rd

Property 13-3S-31-7101-000-001  
Reference No: 14-3S-31-2101-000-000  
Property Size: 43.4 (+/-) acres  
From: RR, Rural Residential District, (cumulative) Low Density  
(2du/acre)  
To: AMU-2, Airfield Mixed Use-2 District (cumulative to  
AMU-1 only)  
FLU Category: MU-S, Mixed Use Suburban  
Overlay Area: AIPD-1, APZ-1, AIPD-2  
Commissioner 2  
District:  
Requested by: Jesse W. Rigby, Agent for James Hinson, Jr., Owner

## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, January 16, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the January 16, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

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

That the Board approve the 3 Request for Disposition of Property Forms for the Public Works Department indicating 13 items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

3. Recommendation Concerning the Amendment of Agreement Relating to Temporary Labor Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Amendment of Agreement Relating to Temporary Labor Services, PD 11-12.035, to change the name from Temporary Employee Services, Inc. ("TESI"), to Blue Arbor, Inc., effective July 8, 2013.

## II. Budget/Finance Consent Agenda

### 1. Recommendation Concerning the Cancellation of Five Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 18, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following five Lien cancellations, as the recipients have met their Grant requirements:

Property Owner	Property Address	Lien Amount
Dennis Kamin	909 Rue Max	\$1,050
Haariet F. Laton	9 Bell Court	\$1,005
Carlton E. and June H. McCullough	124 Reed Road	\$900
Isaiah and Avis Morrison	31 Milton Road	\$1,550
Robert H. and Dorothy A. Thompson	3 Bell Court	\$1,153

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

### 2. Recommendation Concerning Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 1000 North Navy Boulevard - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 18, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 1000 North Navy Boulevard:

A. Approving cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for Fun Zone Pizza, Inc., located at 1000 North Navy Boulevard, in the amount of \$8,750, as the Grant recipient has met the Grant requirements; and

B. Authorizing the Chairman to execute the Cancellation of Lien document.

3. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1313 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 18, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1313 Poppy Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Hugh G. Suggs, Jr., the owner of residential property located at 1313 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for window replacements; and

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

4. Recommendation Concerning the Lease of the County-Owned Property at 15500 Perdido Key Drive by Perdido Key Area Chamber of Commerce, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the lease of County-owned real property located at 15500 Perdido Key Drive, Pensacola, Florida:

A. Adopt the Resolution authorizing the lease of real property to Perdido Key Area Chamber of Commerce, Inc. (PKACC), for the property located at 15500 Perdido Key Drive, Pensacola, Florida, more particularly described in Exhibit "A," for the term of five years, providing for renewal by the PKACC for an additional five-year term; rent is to be paid to the County, in the amount of \$1 per year; and

B. Authorize the Chairman to sign the Resolution and the Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc.

5. Recommendation Concerning the Amendment to Letter of Agreement between Escambia County and Infectious Diseases Associates of Northwest Florida, P.A. – Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Amendment to Letter of Agreement between Escambia County and Infectious Diseases Associates of Northwest Florida, P.A., providing HIV consultation, evaluation, management, and related services for the inmates at the Escambia County Jail:

A. Approve the Amendment to Letter of Agreement; and

B. Authorize the Interim County Administrator to sign the Amendment to Letter of Agreement.

[Funding: Fund 001, General Fund, Medical, Cost Center 290402]

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

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

A. Adopt the Resolution authorizing the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event, to be held at the Perdido Landfill on April 26, 2014, as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

B. Authorize the Chairman to sign the Resolution.

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

7. Recommendation Concerning Ratifying the Issuance of Emergency Purchase Orders to Engineered Cooling Services, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board ratify the issuance of Emergency Purchase Orders for the Central Office Complex Chiller Repair, as follows:

	<b>Vendor/Contractor</b>	<b>Amount</b>
A.	<p>Engineered Cooling Services, Inc.  Vendor Number: 051168  PO Number: 140928  Emergency Repair to Chiller at Central Office Complex</p> <p>Fund: 501 (Internal Service Fund)  Cost Center: 140836 (Buildings/Risk Management)  Amount: \$47,425</p>	\$47,425
B.	<p>Engineered Cooling Services, Inc.  Vendor Number: 051168  PO Number: 140929  Emergency Rental of Temporary Chiller</p> <p>Fund: 501 (Internal Service Fund)  Cost Center: 140836 (Buildings/Risk Management)  Amount: \$36,575</p>	\$36,575

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Buildings/Risk Management]

8. Recommendation Concerning Budget Amendment #093 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #093, Clerk of the Circuit Court - Clerk to the Board, General Fund (001), in the amount of \$57,126, to cover the 3% Cost of Living Increase (COLA) for the Clerk's employees. Funds were set aside in Reserves as part of the Adopted Fiscal Year 2013-2014 Budget approved by the Board of County Commissioners (BCC) on September 24, 2013, to cover the associated increases in personnel expenditures.



9. Recommendation Concerning the Chemical Water Treatment Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.013, for Chemical Water Treatment, to Triple Point Industries, LLC, in the amount of \$16,656, for a period of 36 months, with an option to extend for 2 additional 12-month periods, in accordance with the terms and conditions of the Contract, with an effective date of March 1, 2014.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601]

10. Recommendation Concerning PD13-14.008 Public Safety Building Perimeter Security Fence and Gates - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Tampa Bay Water Contract for Security Fence & Gate Installation and Repair Services, Goods and/or Services, Contract #2012-015, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval, and award a Purchase Order to Smith Industries, Inc., d/b/a Smith Fence Company, in the amount of \$305,698.75, for an Ameristar Stalwart K8-rated perimeter security fence and gates, PD 13-14.018.

[Funding: Fund 110, Other Grants & Projects Fund, Cost Center 330236, Domestic Assistance Grant, Account Code 56301, Improvements Other Than Buildings]

11. Recommendation Concerning a Resolution to Cancel Taxes for the South Old Corry Field Road County Project Site – Joy D. Blackmon, P. E. Public Works Department Director

That the Board take the following action concerning a Resolution to cancel taxes on a parcel of property located off of South Old Corry Field Road, Account Number 08-0004-546, Reference Number 50-2S-30-1000-026-001, acquired by the County for a stormwater mitigation project:

A. Adopt the Resolution to cancel taxes on a parcel of property owned by Escambia County for the year 2012, in the amount of \$213.67, and for the year 2013, in the amount as assessed, for the parcel located off of South Old Corry Field Road, as this property is scheduled to be used for a public stormwater mitigation project (Jones Creek East Stream Restoration Project); and

B. Authorize the Chairman or Vice Chairman to execute the Resolution without further action of the Board.

12. Recommendation Concerning Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Gulf Coast African-American Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Gulf Coast African-American Chamber of Commerce, Inc.:

A. Approve the State of Florida, County of Escambia, Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast African-American Chamber of Commerce, Inc., in the amount of \$40,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58201;

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

C. Authorize the approval of the necessary Purchase Order.

13. Recommendation Concerning Federal Lobbying Services for Escambia County - Larry M. Newsom, Interim County Administrator

That the Board approve the Amendment of Agreement Relating to Professional Lobbyist Services (PD 10-11.001), with Alcade & Faye, LTD, with the same terms and conditions as agreed to in Solicitation PD 10-11.001, Federal Lobbying Services.

For information only, on November 15, 2012, the Board voted to transfer the remainder of the contract, PD 10-11.001, from MWW (Marion Turner) to Alcade & Faye, LTD (Marion Turner).

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

14. Recommendation Concerning the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act - Larry M. Newsom, Interim County Administrator

That the Board take the following action concerning the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act with SCG Governmental Affairs, LLC:

A. Authorize the third extension to the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act, PD 12-13.009, to SCG Governmental Affairs, LLC (Southern Consulting Group), for a period of 6 months beginning on March 1, 2014, for a fee of \$4,000 per month, per the terms of the Agreement approved on February 21, 2013, with the remaining option to extend for a maximum of 18 months;

B. Approve the renewal of the "Authorization to Represent the Principal" forms for M. Lane Stephens and Mark A. Maxwell with SCG Governmental Affairs, LLC, and their subcontractor William "Bill" Williams with the Lobbying Firm Statecraft, LLC; and

C. Approve and authorize travel expenses not to exceed \$400 per month in accordance with Chapter 112, Florida Statutes.

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

III. For Discussion

1. Discussion Concerning Project Stallion - Larry M. Newsom, Interim County Administrator

## **COUNTY ATTORNEY'S REPORT**

### I. For Action

1. Recommendation Concerning *Escambia County Board of County Commissioners v. Innerarity Island Development Corporation* - Case No. 2014 CA 000237

That the Board ratify the filing of a Petition for Appointment of a Receiver pursuant to the Notice of Abandonment served by Innerarity Island Development Corporation.

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



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5702

Proclamations 7.

#### BCC Regular Meeting

**Meeting Date:** 02/18/2014

**Issue:** Adoption/Ratification of Proclamations

**From:** Larry Newsom, Assistant County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

Proclamations.

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

A. Adopt the Proclamation congratulating BeulahFest on 28 years of giving back to the community and encouraging all citizens to join in the BeulahFest activities on March 21-22, 2014;

B. Adopt the Proclamation recognizing the 125th Anniversary of Florida Public Health and asking that all residents join in extending sincere gratitude to the staff, past and present, of the Florida Department of Health in Escambia County for their commitment to the people of our community during these past one hundred and twenty-five years; and

C. Ratify the Proclamation dated February 11, 2014, extending a warm welcome to The Columbus Foundation and the two replicas of Columbus' ships, the Nina and the Pinta, to Escambia County, Florida, and encouraging all citizens to participate in this exciting event.

#### **BACKGROUND:**

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

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

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Proclamations

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## **PROCLAMATION**

**WHEREAS**, in 1986, the Beulah Volunteer Fire Department decided to use leftover monies from door-to-door collections to host a community party in appreciation to all those that showed support over the years, thus, giving birth to the Beulah Sausage Festival in 1986; and

**WHEREAS**, the first Beulah Sausage Festival was held on the property owned by Jim and Joyce Whaley across the street from the firehouse. This open farmland brought an old-time, country, bluegrass vibe to the festival, and each year more local bands, musicians, crafters, and food vendors were added, as well as Nashville country music stars such as Terri Clark, Blake Shelton, Rascal Flatts, and Taylor Swift; and

**WHEREAS**, until 2007, the Beulah Sausage Festival was made a success by the gracious hospitality of the Whaley family. The community and the Beulah Volunteer Fire Department gratefully thank this wonderful family for the use of their land; and

**WHEREAS**, in 2008, the festival moved to the Escambia County Equestrian Center, which provided more parking, more space to grow, a covered arena for the stages and entertainers, and covered stalls for crafters; and

**WHEREAS**, the monies raised through the festival are largely donated to charities and others in need. Every year the goal of the festival is to raise money for those charities and provide funds for firefighter training and recruitment; and

**WHEREAS**, the Beulah Sausage Festival, now renamed BeulahFest, is celebrating its 28th year and is the longest-running country music festival in Escambia County. Due to rapid growth and popularity, this year's festival will be held at the Pensacola Fair Grounds to provide even more parking, a large open area for rides and craft booths, and outdoor concerts like so many fans have requested.

**NOW, THEREFORE BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, congratulates BeulahFest on 28 years of giving back to the community and encourages all citizens to join in the BeulahFest activities on March 21-22, 2014.

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

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*Lumon J. May, Chairman, District Three*

*Steven L. Barry, Vice Chairman  
District Five*

*Wilson B. Robertson, District One*

*Gene M. Valentino, District Two*

*Grover C. Robinson, IV, District Four*

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

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*Deputy Clerk*

**Adopted: February 18, 2014**



## **PROCLAMATION**

**WHEREAS**, the yellow fever epidemic that occurred in Florida during 1887-1888 brought to light the need for control of this and other diseases in Florida to prevent future epidemics; and

**WHEREAS**, in response to this need, the Florida Legislature created the State Board of Health on February 20, 1889; and

**WHEREAS**, the State Board of Health, now named the Florida Department of Health, has a presence in all Florida counties to protect, promote, and improve the health of all people in Florida; and

**WHEREAS**, the efforts of the Florida Department of Health have helped create healthier living environments and a better quality of life for the residents and visitors in Escambia County, Florida; and

**WHEREAS**, the dedicated public health professionals who work for the Florida Department of Health in Escambia County continue to serve the needs of our community by providing health services, monitoring and responding to emerging health threats, and promoting healthy choices for all who live, work, and play in Escambia County.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of Commissioners of Escambia County, Florida, do hereby recognize the 125th Anniversary of Florida Public Health and ask that all residents join in extending sincere gratitude to the staff, past and present, of the Florida Department of Health in Escambia County for their commitment to the people of our community during these past one hundred and twenty-five years.

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

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*Lumon J. May, Chairman, District Three*

*Steven L. Barry, Vice Chairman  
District Five*

*Wilson B. Robertson, District One*

*Gene M. Valentino, District Two*

*Grover C. Robinson, IV, District Four*

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

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*Deputy Clerk*

**Adopted: February 18, 2014**

## PROCLAMATION

**WHEREAS**, on February 11, 2014, the Nina and the Pinta, replicas of Columbus' ships, will be docked at the Oyster Bar Restaurant & Marina, located at 13700 River Road, in Perdido Key, Florida, until their departure early Thursday morning February 13, 2014; and

**WHEREAS**, the Nina is a replica of the ship on which Columbus sailed across the Atlantic on his three voyages of discovery to the new world beginning in 1492. It was built completely by hand and without the use of power tools. The Nina is the most historically-correct Columbus replica ever built; and

**WHEREAS**, the Pinta, a larger version of the archetypal caravel, was recently built in Brazil to accompany the Nina on all of her travels and offers larger deck space for walk-aboard tours. The main cabin down below has a 40-foot, air-conditioned, main cabin with seating; and

**WHEREAS**, both ships tour together as a new and enhanced "sailing museum" and visit ports all over the Western Hemisphere for the purpose of educating the public and school children on the "caravel," a Portuguese ship used by Columbus and many early explorers. While in port, the public is invited to visit the ships for a walk-aboard, self-guided tour.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of Commissioners of Escambia County, Florida, extends a warm welcome to The Columbus Foundation and the two replicas of Columbus' ships, the Nina and the Pinta, to Escambia County, Florida, and encourages all citizens to participate in this exciting event.

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

  
Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman  
District Five

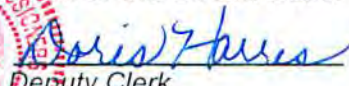
Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST Pam Childers  
Clerk of the Circuit Court

 **SEAL**

  
Deputy Clerk

Dated: February 11, 2014



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5684

Public Hearings 9.

#### BCC Regular Meeting

**Meeting Date:** 02/18/2014

**Issue:** 5:31 p.m. Public Hearing Pursuant to Section 163.3215(7), Florida Statutes, to Approve Settlement Terms for Knowhow Group USA, Inc. v. Escambia County

**From:** Charles Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

5:31 p.m. Public Hearing Pursuant to Section 163.3215(7), Florida Statutes, to consider approval of settlement terms in the Case of Knowhow Group USA, Inc., et al. v. Escambia County Board of County Commissioners, et al. (Case No. 2012 CA 001355).

Recommendation: That the Board hold the Public Hearing, as required by Section 163.3215(7), Florida Statutes, to approve the proposed settlement previously discussed in the Attorney-Client meeting held on February 18, 2014, at 3:30 p.m.

#### **BACKGROUND:**

This statutory provision requires that no settlement involving a Comprehensive Plan consistency challenge shall be entered into unless the terms of the settlement have been the subject of a public hearing.

This litigation arose when plaintiffs sought to rezone a 43.49 acre parcel of vacant land from Rural Residential (RR) to Airfields Mixed Use - 2 (AMU-2). Attached to this recommendation, is the schematic which was submitted by plaintiffs as part of their rezoning application. Two overlay districts known as Airport Influence Planning District (AIPD) 1 and 2 bisect the parcel. The rezoning application was brought before the Planning Board and was denied. Plaintiff then amended their rezoning application to request rezoning of the area covered by AIPD-2, the western 18.4 acres, to AMU-2 and leaving the remaining eastern portion of the parcel subject to the AIPD-1 zoned RR. Despite the amendment of the rezoning application, the Board conducted its final hearing and denied the rezoning application in its entirety.

Rather than bring a petition for certiorari in the Circuit Court, which is subject to the competent substantial evidence rule, plaintiffs brought a consistency challenge pursuant to Section 163.3215(3), Florida Statutes, in Circuit Court claiming that the zoning district of RR in conjunction with the AIPD overlay districts were inconsistent with the future land use elements of the Comprehensive Plan. In essence, plaintiffs argued that the Comprehensive Plan mandated that a minimum of 2 dwelling units per acre be developed over the entire parcel despite stricter density limitations of one dwelling unit per 2.5 acres mandated by the AIPD-1 overlay district.

Pursuant to an order of the Circuit Court, mediation was held on January 15, 2014. The agreement between the County and the plaintiffs calls only for the Board to exercise its lawful discretion and authority to consider the rezoning application only as to the westernmost 18.4 acres, which is subject to AIPD-2, of the parcel to be rezoned from RR to AMU-2. The remaining 23 acres on the eastern portion of the parcel, which is subject to AIPD-1, would remain RR. Prior to mediation, this office together with Andrew Holmer, Senior Urban Planner, Planning & Zoning Division with assistance from Brent Wipf, Environmental Program Manager, Community & Environment Department, consulted with the U.S. Navy's representative on the Planning Board, Stephanie Oram, as to the proposed rezoning of the western 18.4 acreage to AMU-2. Ms. Oram expressed no objections on behalf of the U.S. Navy as long as the rezoning was consistent with the density limitations set forth in AIPD-2 and the avigation easements which were put in place as a result of the AICUZ study. The intervenors, Brenda and Jeff Sauer, who live north of the property along North Loop Road, also have no objection to the rezoning as long as it is confined to the westernmost 18.4 acres.

The settlement only provides that the Board exercise its lawful, discretionary authority regarding the rezoning application which will be pursued by Knowhow Group and James Hinson at a rezoning hearing to be scheduled at a later date should the terms of the settlement be approved. Although this office and County staff are recommending that the westernmost portion of the property subject to AIPD-2 be rezoned from RR to AMU-2, the lawful discretionary authority to grant the rezoning remains and lies solely with the Board.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Charles V. Peppler, Deputy County Attorney, prepared this recommendation and will act on the recommendation as directed by the Board.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The statutory provision (Section 163.3215(7), Fla. Stat.) requires that no settlement involving a Comprehensive Plan consistency challenge shall be entered into unless the terms of the settlement have been the subject of a public hearing.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Schematic Drawing

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

Andrew Holmer  
Planning and Zoning Dept.

APZ-1 ~~was~~  
t. p. 2

0 500 1,000 1,500  
Ft

- PARCELS selection
- sde\_vec.ESCAMBIA.aicuz\_apz
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-5710**

**Clerk & Comptroller's Report 10. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 02/18/2014

**Issue:** Acceptance of Documents

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

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

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**Recommendation:**

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

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

A. Closing documents relating to the purchase of property, located at 8160 Ashland Avenue, from Davis Marine Construction, Inc., as approved by the Board on May 2, 2013, and received in the Clerk to the Board's Office on January 23, 2014; and

B. A copy of the *Neighborhood Enterprise Foundation, Inc., Pensacola, Florida, Financial Statements and Supplementary Information October 31, 2013*, as audited by Steven J. Erickson, P.A., Certified Public Accountant, and received in the Clerk to the Board's Office on February 5, 2014.

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**Attachments**

**Davis Marine Closing Documents**

**NEFI Annual Audit October 31, 2013**

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**ESCAMBIA  
COUNTY**

**INTER-OFFICE MEMORANDUM**

TO: Doris Harris, Deputy Clerk

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

DATE: January 22, 2014

RE: Closing Documents for the Property Purchase – (8160 Ashland  
Avenue – Davis Marine Construction, Inc.)

BCC Approved: 5/2/2013

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

1. Original Contract for Sale and Purchase
2. Public Disclosure of Interest
3. Original Seller's Affidavit
4. Original Affidavit (Thomas H. Davis, Jr.)
5. Original Settlement Statement
6. Copy of recorded Warranty Deed
7. Original Satisfaction of Conditions Precedent to Closing
8. Partial Release of Mortgages (ServisFirst Bank, Inc.)

If you have any questions, please call me.

/s

Attachment(s)

cc: Larry Goodwin, Real Estate Acquisition

2014 JAN 23 PM 3:51  
CLERK OF COURT  
CLERK OF COURT  
CLERK OF COURT




PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items – Continued

-  16. Taking the following action regarding the acquisition of a parcel of real property (2,050 square feet or approximately 0.05 acre), located on Ashland Avenue, from Davis Marine Construction, Inc.; the County has a project in design to make road, bridge, and drainage improvements in the Ashland Avenue/Detroit Boulevard area; due to limited right-of-way within this area, it was determined that additional property would be required to facilitate the project; Davis Marine Construction, Inc., owner of the property located on the east side of Ashland Avenue, has agreed to sell a portion of its property (2,050 square feet or approximately 0.05 acre) to facilitate the road, bridge, and drainage improvement project; Board approval is required for the Board's purchase of the property; pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Davis Marine Construction, Inc., to acquire a portion of its property located at 8160 Ashland Avenue; pursuant to Board Policy, if the property is valued less than \$20,000, an appraisal is not required; so, staff negotiated a purchase price of \$4,100 (\$2 per square foot); the owner indicated that they were amenable to accepting this amount; staff prepared, and the property owner agreed to, the terms and conditions contained in the *Contract for Sale and Purchase*, with the understanding that this acquisition requires final Board approval; the *Contract for Sale and Purchase* includes an offer to purchase the property for the negotiated amount of \$4,100, with the owners/sellers being responsible for payment of documentary stamps and other closing costs; staff is requesting Board approval of this acquisition and the *Contract for Sale and Purchase* (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Codes 56101/56301, Project #09EN0093, "Maplewoods"):
- A. Authorizing the purchase of a parcel of real property located at 8160 Ashland Avenue (2,050 square feet or approximately 0.05 acre), for the negotiated purchase price of \$4,100, from Davis Marine Construction, Inc., in accordance with the terms and conditions contained in the *Contract for Sale and Purchase*;
  - B. Approving the *Contract for Sale and Purchase* for the acquisition of a parcel of real property located at 8160 Ashland Avenue (2,050 square feet or approximately 0.05 acre); and
  - C. Authorizing the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property, without further action of the Board.



# MEMORANDUM

Post Office Box 18178  
Pensacola, Florida  
32523-8178  
Phone 850-458-0466

**From:** Randy Wilkerson, NEFI

**RE: NEFI Annual Audit ending October 31, 2013**

Should there be any questions, please do not hesitate to ask me.

I appreciate all of your help with this. Thanks.

C: Keith Wilkins, Director, Community & Environment Department

$$2/5/14$$

Clerk's Original for filing  
with the Board's Minutes.  
J. Marathan

[illegible]

**NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.**

**PENSACOLA, FLORIDA**

**MANAGEMENT LETTER**

**OCTOBER 31, 2013**

# STEVEN J. ERICKSON, P.A.

CERTIFIED PUBLIC ACCOUNTANT

P. O. BOX 16658

PENSACOLA, FL 32507

850-457-9301

MEMBER  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

---

Board of Directors  
Neighborhood Enterprise Foundation, Inc.  
Pensacola, Florida

I have audited the financial statements of Neighborhood Enterprise Foundation, Inc. for the year ended October 31, 2013, and have issued my report thereon dated December 27, 2013.

As stated in my engagement letter dated October 17, 2013, my responsibility, as described by professional standards is to plan and perform my audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement and are fairly presented in accordance with accounting principles generally accepted in the United States of America.

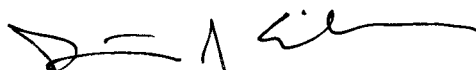
As part of my audit, I considered the internal control structure of Neighborhood Enterprise Foundation, Inc. Such considerations were solely for the purpose of determining my audit procedures and not to provide any assurance concerning such internal control structure.

I found the Company's accounting system to be fundamentally sound and effective in safeguarding the Company's assets and in providing the essential information needed by management for operating and financial control.

I encountered no significant difficulties in dealing with management in performing and completing my audit.

I thank you for engaging me as the Company auditor, and I appreciate the courtesy and cooperation extended me by all your personnel during the course of the audit.

This information is intended solely for the use of the Board of Directors, and management of Neighborhood Enterprise Foundation, Inc. and should not be used for any other purpose.



Steven J. Erickson, P.A.  
Certified Public Accountant  
Pensacola, Florida  
December 27, 2013

**NEIGHBORHOOD ENTERPRISE FOUNDATION, INC  
PENSACOLA, FLORIDA**

**FINANCIAL STATEMENTS AND SUPPLEMENTARY  
INFORMATION**

**OCTOBER 31, 2013**

Neighborhood Enterprise Foundation, Inc.  
Pensacola, Florida  
Financial Statements  
October 31, 2013

<u>Contents:</u>	<u>Page:</u>
Independent Auditor's Report on Financial Statements	-1-
Statement of Financial Position	-2-
Statement of Activities	-3-
Statement of Cash Flows	-4-
Notes to Financial Statements	5-9
Supplementary Information:	
Independent Auditor's Report on Supplementary Information	-10-
Schedule of Program Expenses	-11-

# STEVEN J. ERICKSON, P.A.

CERTIFIED PUBLIC ACCOUNTANT

P. O. BOX 16658

PENSACOLA, FL 32507

850-457-9301

MEMBER  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

---

## INDEPENDENT AUDITOR'S REPORT


Board of Directors  
Neighborhood Enterprise Foundation, Inc.  
Pensacola, Florida

I have audited the accompanying statement of financial position of Neighborhood Enterprise Foundation, Inc. (a nonprofit corporation) as of October 31, 2013 and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of Neighborhood Enterprise Foundation, Inc.'s management. My responsibility is to express an opinion on these financial statements based on my audit.

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

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Neighborhood Enterprise Foundation, Inc. as of October 31, 2013, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that Neighborhood Enterprises Foundation, Inc. will continue as a going concern. As discussed in Note 3 to the financial statements, the Company experienced a sizable reduction in contract revenues this year which caused the Company to suffer a significant loss from operations. The reduction of contract revenue, and the continuation of contract revenue at this level, raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 3. The financial statements do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classification of liabilities that might be necessary in the event the Company cannot continue in existence.



Steven J. Erickson, P.A.  
Certified Public Accountant  
Pensacola, Florida  
December 27, 2013

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
STATEMENT OF FINANCIAL POSITION  
OCTOBER 31, 2013

**ASSETS**

Cash	\$326,233
Contract revenue receivable	41,159
Prepaid expenses	1,413
Deposits	250
Equipment and leasehold improvements (net)	<u>9,803</u>

**TOTAL ASSETS** \$378,858

**LIABILITIES**

Accounts payable	\$ 1,634
Accrued salary	7,024
Accrued annual leave	<u>53,679</u>

**TOTAL LIABILITIES** 62,337

**NET ASSETS**

Unrestricted net assets	<u>316,521</u>
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**TOTAL LIABILITIES AND NET ASSETS** \$378,858

The accompanying notes are an integral  
part of these financial statements

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
STATEMENT OF ACTIVITIES  
YEAR ENDED OCTOBER 31, 2013

REVENUES AND OTHER SUPPORT

Contract revenue	\$512,280
Interest	575
Lease value of county equipment	<u>1,200</u>

TOTAL REVENUES AND OTHER SUPPORT 514,055

EXPENSES

Program expenses	618,446
Lease value of county equipment	1,200
Housing assistance grant payments	<u>47,815</u>

TOTAL EXPENSES 667,461

(DECREASE) IN UNRESTRICTED NET ASSETS (153,406)

UNRESTRICTED NET ASSETS AT BEGINNING OF YEAR 469,927

UNRESTRICTED NET ASSETS AT END OF YEAR \$316,521

The accompanying notes are an integral  
part of these financial statements



NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
STATEMENT OF CASH FLOWS  
YEAR ENDED OCTOBER 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES	
Decrease in net assets	\$ (153,406)
Adjustments to reconcile decrease in net assets to net cash used by operating activities:	
Depreciation	3,833
Decrease in receivables	8,307
Decrease in prepaid expenses	5,970
Decrease in deposits	1,284
Increase in accounts payable	1,368
Decrease in accrued liabilities	<u>(2,851)</u>
NET CASH USED BY OPERATING ACTIVITIES	<u>(135,495)</u>
NET DECREASE IN CASH	(135,495)
CASH AT BEGINNING OF YEAR	<u>461,728</u>
CASH AT END OF YEAR	<u>\$ 326,233</u>

The accompanying notes are an integral  
part of these financial statements

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 31, 2013

NOTE 1 NATURE OF ACTIVITIES

The Company incorporated as a Florida not-for-profit corporation and began conducting business in November 1991. The Company's objectives are to promote the development and redevelopment of lower income neighborhoods. In accordance with those objectives, the Company entered into a fee agreement with Escambia County, a political subdivision of the State of Florida, which calls for the Company to provide all administrative and oversight personnel and operational support required to design, plan, prepare, implement and/or operate the Escambia County Community Development Block Grant (CDBG) Entitlement Program, the Escambia County State Housing Initiatives Partnership (SHIP) Program, the Escambia County HOME Investment Partnerships Program, and the Emergency Shelter Grant Program. The current agreement began on December 1, 2001, and shall terminate on November 30, 2016, unless terminated earlier in the event the County fails to obtain Federal funds which support programs associated with this agreement.

Housing Assistance

In addition to meeting its objectives through the contract compliance mentioned above, the Company maintains a Housing Assistance Program. The program is designed to assist low/moderate income single-family homeowners with affordable housing needs within Escambia County Florida. The assistance includes grants of up to \$7,500 to qualified individuals on a first-come first-serve basis as needed for home roof, electrical, plumbing, or structure repair as well as first-time home buyer down payment assistance.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of the Company have been prepared on the accrual basis.

Financial Statement Presentation

The Company has adopted Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations." Under SFAS No. 117, the Company is required to report information regarding its financial position and activities according to three classes of net assets (unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets) based upon the existence or absence of donor-imposed restrictions.

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 31, 2013

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions

The Company has adopted SFAS No. 116, "Accounting for Contributions Received and Contributions Made". Contributions are recognized when the donor makes a promise to give to the Company that is, in substance, unconditional.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases these net asset classes. However, if a restriction is fulfilled in the same time period in which the contribution is received, the entity reports the support as unrestricted.

Use of Estimates

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

Date of Management's Review

Management has evaluated subsequent events through January 14, 2014 the date on which the financial statements were available to be issued.

Cash

For purposes of the statement of cash flows, cash equivalents include time deposits with original maturities of 3 months or less.

Receivables

The Company reports its receivables at their net realizable value when earned. Management determines the allowance for doubtful accounts based on historical losses and current economic conditions. On a continuing basis, management analyzes delinquent receivables and, once these receivables are determined to be uncollectible, they are written off through a charge against an existing allowance account or against earnings. Management considers its receivables as fully collectable and currently has no existing allowance account.

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 31, 2013

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equipment and Leasehold Improvements

The Company's equipment and leasehold improvements are summarized by major classifications as follows:

Computers and accessories	\$	32,392
Communication equipment		4,335
Furniture and equipment		21,654
Leasehold improvements		14,320
		<u>72,701</u>
Accumulated depreciation		(62,898)
	\$	<u>9,803</u>

Equipment and leasehold improvements are stated at cost. Expenditures for major renewals which extend the useful lives are capitalized; expenditures for maintenance and repairs are charged against operations.

Depreciation is computed on a straight-line basis over the estimated useful lives of the related assets. The estimated useful life of the leasehold improvements is 5 years and the estimated useful lives of all other depreciable assets are 7 years. Depreciation for the period was as follows:

Computers and accessories	\$	2,164
Communications equipment		276
Furniture and equipment		1,393
	\$	<u>3,833</u>

Personnel Policies

The Company allows employees to accumulate annual and sick leave hours.

The Company recognizes the liability for accrued annual leave hour's payable up to a maximum of three hundred hours at termination. No liability, however, has been recorded for accumulated sick leave hours as they are forfeited upon normal termination.

Company policy also includes a corporate dissolution package which is available to its employees in the event the Company ceases to exist (See Note 3). The package includes the compensation of one (1) week's salary for each year of service and for one-half of their accumulated sick leave hours, up to a maximum of three hundred hours, based on a pro-rata share of available funds at dissolution date.

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 31, 2013

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company, recognized as a publicly supported nonprofit organization, is exempt from both Federal and Florida income taxes under Section 501(c)(3) of the Internal Revenue Code.

NOTE 3 GOING CONCERN - REDUCTION IN CONTRACT REVENUE

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles, which contemplates continuation of the company as a going concern. However, the Company has suffered a sizable loss in its contract revenue referenced in Note 1 and has sustained a substantial operating loss this period. Management has addressed its contract revenue issue and is seeking out other avenues in an attempt to continue in operation. As an alternative, management is also considering the termination of its contracts and establishing a plan of liquidation.

In view of these matters, realization of a major portion of the assets in the accompanying Statement of Financial Position is dependent upon continued operations of the Company and the success of its future operations. See also Notes 8 and 9.

NOTE 4 CASH IN BANK

At October 31, 2013, the Company's cash in banks amounted to \$326,173. Accounts are covered up to \$250,000 by Federal Deposit Insurance Corporation insurance thereby exposing the deposits to a risk amount of \$76,173.

NOTE 5 UNRESTRICTED NET ASSETS

There are no donor restrictions on the Company's net assets. However, at October 31, 2013, the Company's governing board has chosen to designate unrestricted net assets for the following purposes:

Designated for program expenses and housing assistance grants	<u>\$ 316,521</u>
Total unrestricted net assets	<u>\$ 316,521</u>

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 31, 2013

NOTE 6 LEASE VALUE OF COUNTY EQUIPMENT

In connection with the agreement referred to in Note 1, the County has leased to the Company for the nominal cost of \$1, two vehicles to be used by the Company in the meeting of its agreement obligation. The vehicles will be returned to the County in good repair upon agreement termination. The Company has reported the lease value of the vehicles as both separately identified revenue and expense item during the period. Lease value was determined in accordance with Internal Revenue Service regulation guidelines based on the vehicles reasonably determined fair market value.

NOTE 7 PENSION COSTS

The Company sponsors a defined contribution pension plan that covers all full time employees who worked during the previous calendar year. Company contributions to the plan equal 8.5% of the employee's base salary. The employee can make voluntary pre-tax contributions to their account. Contribution limits are in accordance with the Internal Revenue Service regulations governing 403(B) plans. Pension expense reported as a fringe benefit amounted to \$33,753 during the period.

NOTE 8 ECONOMIC DEPENDENCY

The Company relies on the contract revenue associated with the agreement referred to in Note 1. If the agreement was terminated for any reason, the Company's ability to continue in business would be doubtful (See Note 3).

NOTE 9 CONTINGENCY

If the Company ceased to exist (See Note 3), the Company's potential liability associated with its corporate dissolution package referred to in Note 2 was estimated at \$238,473 on October 31, 2013.

Because the events associated with future periods cannot be determined, no liability for this contingency has been recorded in the accompanying financial statements.

# STEVEN J. ERICKSON, P.A.

CERTIFIED PUBLIC ACCOUNTANT

P. O. BOX 16658

PENSACOLA, FL 32507

850-457-9301

MEMBER  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

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## INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

Board of Directors  
Neighborhood Enterprise Foundation, Inc.  
Pensacola, Florida

My report on my audit of the basic financial statements of Neighborhood Enterprise Foundation, Inc. for fiscal year 2013 appears in the preceding section. I conducted my audit in accordance with auditing standards generally accepted in the United States of America for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedule of program expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in my opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.



Steven J. Erickson, P.A.  
Pensacola, Florida  
December 27, 2013

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
SCHEDULE OF PROGRAM EXPENSES  
YEAR ENDED OCTOBER 31, 2013

PROGRAM EXPENSES:

Salaries and fringe benefits	\$ 522,095
Office rent	39,577
Depreciation	3,833
Utilities	2,707
Accounting	15,900
Telephone	5,209
Office and postage	10,531
Vehicle operation	3,155
Advertising	5,361
Travel & training	702
Insurance	6,334
Maintenance & repair	2,057
Dues and subscriptions	915
Taxes	<u>70</u>
 TOTAL PROGRAM EXPENSES	 <u>\$ 618,446</u>

See Accountant's report on supplementary information





# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-5692**

**Clerk & Comptroller's Report 10. 2.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 02/18/2014

**Issue:** Minutes and Reports

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

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

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**Recommendation:**

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 6, 2014; and

B. Approve the Minutes of the Regular Board Meeting held February 6, 2014.

---

**Attachments**

**Agenda Work Session Report February 6, 2014**

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD FEBRUARY 6, 2014  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:03 a.m. – 10:41 a.m.)

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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., February 6, 2014, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, County Attorney Rogers, Larry M. Newsom, and Ryan E. Ross reviewed the agenda cover sheet, Commissioner Barry presented the Proclamation designating February 15-22, 2014, as "National FFA Week," regarding which Perry Byars commented, Commissioner Robinson presented Certificates of Appreciation to employees who participated in the "Florida Walks" challenge, and Don Suarez commented concerning the 5:31 p.m. Public Hearing;
  - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones, County Attorney Rogers, Andrew Holmer, Larry M. Newsom, and Patrick "Pat" Johnson reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Amy Lovoy, Michael Rhodes, Claudia Simmons, and Larry M. Newsom reviewed the County Administrator's Report, and Latoya Washington, Florida Association of Counties commented concerning Item I-9; and
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner Valentino reviewed his add-on item.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5674

Growth Management Report 10. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/18/2014

Issue: 5:45 p.m.- LDC Ordinance - Articles 3 and 6, Defining and Providing for Materials Recovery Facilities (MRF)

From: Horace Jones, Interim Department Director

Organization: Development Services

CAO Approval:

---

#### **RECOMMENDATION:**

5:45 p.m. - Recommendation Concerning the Review of an Ordinance Amending Articles 3 and 6

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Articles 3, Definitions and 6, Zoning Districts, defining and providing for Materials Recovery Facilities (MRF).

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.0 (b) and F.S. 125.66 (4)(b).

At the January 7, 2014 Planning Board Meeting, the Board recommended approval.

#### **BACKGROUND:**

The LDC does not currently define Materials Recovery Facilities or provide an option for their location. Staff has been tasked with providing a definition, zoning districts and conditional use criteria for this use. Through discussion at the December 2013 Planning Board meeting this proposed Ordinance was developed as a way to provide for Materials Recovery Facilities.

#### **BUDGETARY IMPACT:**

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

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

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

#### **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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

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**Attachments**

Draft Ordinance

Clean Ordinance

---

ORDINANCE NUMBER 2014-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, "DEFINITIONS," SECTION 3.02.00 TO DEFINE MATERIAL RECOVERY FACILITY; AMENDING ARTICLE 6, "ZONING DISTRICTS," SECTIONS 6.05.16.C.4, 6.05.19.B.11, 6.05.32.A, AND 6.08.02; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, the intent of this Ordinance is to define define Material Recovery Facilities and provide a conditional use option for their location.

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3, Definitions, Section 3.02.00, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Materials recovery facility (MRF) A solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Sections 6.05.16.C.4, 6.05.32.A, and 6.08.02, are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.16.C.4

Solid waste transfer stations, Material Recovery Facilities, collection points, and/or processing facilities.

6.05.19.B.11

Solid waste transfer stations, Material Recovery Facilities, collection points, and/or processing facilities.

6.05.32.A

A. *Intent and purpose of district.* Publicly owned parcels for educational and correctional facilities and purposes, other public institutional uses, borrow pits and associated reclamation activities, Material Recovery Facilities, collection and/or processing of solid waste, and sanitary landfills. Conversion of suitable public lands for business or industrial park development is allowed. Refer to article 11 for uses, heights and densities allowed in P, public districts located in the Airport/Airfield Environs.

6.08.02.

O. Materials Recovery Facilities. (MRF).

1. Sites shall require access from adequately wide paved roads where trucks to/from the site do not require access on local residential roads, along or at a collector or arterial road.

2. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

3. With the exception of ID-2, the processing of materials shall be completely within enclosed buildings

4. The applicant shall submit a boundary survey and description of anticipated operations. The same requirements shall apply to a development plan explaining:

a. Proposed practices to protect adjacent land and water resources, minimize erosion, and treat stormwater runoff.

b. Landscaped areas, particularly treatment of property lines and buffering in the proximity of residential uses.

c. Hours of operation.

d. Method to comply with the maximum permissible noise levels (LDC 7.07.01.C).

e. With the exception of ID-2, the processing of materials shall be completely within enclosed buildings

f. Controlled access to prevent illegal dumping.

### **Section 3. Severability.**

1 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
2 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way  
3 affect the validity of the remaining portions of this Ordinance.  
4

5 **Section 4. Inclusion in Code.**  
6

7 It is the intention of the Board of County Commissioners that the provisions of this  
8 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,  
9 subsections and other provisions of this Ordinance may be renumbered or re-lettered  
10 and the word "ordinance" may be changed to "section," "article," or such other  
11 appropriate word or phrase in order to accomplish such intentions.  
12

13 **Section 4. Effective Date.**  
14

15 This Ordinance shall become effective upon filing with the Department of State.  
16

17 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
18

19 **BOARD OF COUNTY COMMISSIONERS**  
20 **OF ESCAMBIA COUNTY, FLORIDA**  
21

22 **By:** \_\_\_\_\_  
23 **Lumon J. May, Chairman**  
24

25 **ATTEST: PAM CHILDERS**  
26 **Clerk of the Circuit Court**  
27

28 **By:** \_\_\_\_\_  
29 **Deputy Clerk**  
30

31 **(SEAL)**  
32

33 **ENACTED:**  
34

35 **FILED WITH THE DEPARTMENT OF STATE:**  
36

**EFFECTIVE DATE:**

ORDINANCE NUMBER 2014-\_\_\_\_\_

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6.05.16.C.4

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6.05.32.A

A. *Intent and purpose of district.* Publicly owned parcels for educational and correctional facilities and purposes, other public institutional uses, borrow pits and associated reclamation activities, Material Recovery Facilities, collection and/or processing of solid waste, and sanitary landfills. Conversion of suitable public lands for business or industrial park development is allowed. Refer to article 11 for uses, heights and densities allowed in P, public districts located in the Airport/Airfield Environs.

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O. *Materials Recovery Facilities. (MRF).*

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2. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.
3. With the exception of ID-2, the processing of materials shall be completely within enclosed buildings
4. The applicant shall submit a boundary survey and description of anticipated operations. The same requirements shall apply to a development plan explaining:
  - a. Proposed practices to protect adjacent land and water resources, minimize erosion, and treat stormwater runoff.
  - b. Landscaped areas, particularly treatment of property lines and buffering in the proximity of residential uses.
  - c. Hours of operation.
  - d. Method to comply with the maximum permissible noise levels (LDC 7.07.01.C).
  - e. With the exception of ID-2, the processing of materials shall be completely within enclosed buildings
  - f. Controlled access to prevent illegal dumping.

**Section 3. Severability.**

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

**Section 4. Inclusion in Code.**

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

**Section 4. Effective Date.**

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

**DONE AND ENACTED** this\_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

**By: \_\_\_\_\_  
Lumon J. May, Chairman**

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

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

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5670**

**Growth Management Report 10. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 02/18/2014

**Issue:** Action Item - Final Plat Betmark Place Phase II

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

##### **Recommendation Concerning a Final Plat for Betmark Place Phase II**

That the Board take the following action concerning the recording of the Final Plat of Betmark Place Phase 2, (a 13 lot single family residential subdivision), located in the Ensley Community on Millbrook Drive and north of East Ten Mile Road. Owned and developed by Betmark Place Phase 2, LLC . Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street name "Millbrook Drive";

C. Accepting all, drainage improvements within public parcels, as depicted upon the Final Plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement for Streets and Drainage Improvements with Surety.

#### **BACKGROUND:**

The preliminary plat was approved on October 3, 2007. Construction plans were approved on March 6, 2008. The Escambia County Department of Public Safety approved the street name "Millbrook Drive"; on August 27, 2005. Development Services Department inspected the improvements on January 28, 2014 and found improvements substantially complete and in accordance with applicable County requirements. An executed Two Year Warranty Agreement with Surety will be recorded with the final plat. Staff has reviewed the final plat.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney's Office. The Two Year Warranty Agreement with Surety was reviewed and approved by Stephen West on January 24, 2014.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

**IMPLEMENTATION REQUIREMENTS:**

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Director, it will be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Department.

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**Attachments**

2 Year Warranty Agreement with Surety

Final Plat

Location Map

Street Approval Letter

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Prepared by:

Hammond Engineering, Inc  
3802 N 'S' St  
Pensacola FL 32505

**TWO-YEAR WARRANTY AGREEMENT  
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH  
SURETY/FINANCIAL SECURITY  
(Limited Liability Company)**

This Two-Year Warranty Agreement (Agreement) is entered by and between Betmark Place Phase II, LLC, a limited liability company organized under the laws of the State of Florida whose address is 106 Stone Blvd, Cantonment FL 32533 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Betmark Place Phase II Development, more particularly described as follows:

See Exhibit A (Legal Description) for Betmark Place Phase II PB \_\_\_\_ PG \_\_\_\_; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
  - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and
  - b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall

remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a irrevocable letter of credit (attached as Exhibit B) in the amount of \$ 6,400.00, which is based on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals

conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Thomas G. Lammard Jr  
(printed name)

WITNESS:

Christina Eiese  
(printed name)

DEVELOPER/OWNER:

Betmark Place Phase II  
(name of limited liability company)

By: [Signature]  
(signature)

Cody Rawson  
(printed name)

manager  
(select one title: manager/member/managing member)

STATE OF FLORIDA  
COUNTY OF ESCAMBLA

The foregoing instrument was acknowledged before me this 22 day of January, 2014 by Cody Rawson as Manager (select one title: Manager/Member/Managing Member) of Betmark Place Phase II, LLC (name of limited liability company). He/She (☒) is personally known to me, or (☐) has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary

NOTARY PUBLIC  
R. SIEG  
MY COMMISSION # EE 146400  
EXPIRES: December 1, 2015  
Bonded Thru Budget Notary Services

Ryan Sieg  
Name of Notary (printed)



WITNESS:

By: [Signature]  
Alex Stierwalt

Title: \_\_\_\_\_

Address: 3802 N 'S' St  
Pensacola, FL 32505

By: [Signature]  
Ryan Sieg

Title: \_\_\_\_\_

Address: 3802 N 'S' St  
Pensacola, FL 32505

WITNESS:

By: [Signature]

Title: President

Address: 3802 N 'S' St  
Pensacola, FL 32505

By: [Signature]  
Christina Giese

Title: Administrative Asst.

Address: 3802 N 'S' St  
Pensacola, FL 32505

ATTEST: Pam Childers  
Clerk of the Circuit Court

Deputy Clerk \_\_\_\_\_

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

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: [Signature]  
Thomas G. Hammond Jr.

Title: President

Address: 3802 N 'S' St  
Pensacola, FL 32505

22nd day of January, 2014

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: [Signature]  
Cody Rawson-Roads, Inc.

Title: President

Address: 106 Stone Blvd  
Cantonment, FL 32533

22nd day of January, 2014

Escambia County, through its Board of County Commissioners

By: \_\_\_\_\_, Chairman

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

This document approved as to form and legal sufficiency.

By [Signature]

Title Asst. County Attorney

Date Jan. 27, 2014



Exhibit A  
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DESCRIPTION WHICH MATCHES THE FINAL PLAT  
AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: KJM Land Planning, LLC

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**DESCRIPTION:**

BEGIN AT THE NORTHWEST CORNER OF LOT 14, BLOCK "B", BETMARK PLACE, BEING A SUBDIVISION OF A PORTION OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 18, PAGE 35 OF THE PUBLIC RECORDS OF SAID COUNTY;  
THENCE GO SOUTH 00 DEGREES 10 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 306.21 FEET;  
THENCE GO SOUTH 89 DEGREES 31 MINUTES 33 SECONDS WEST A DISTANCE OF 319.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BETMARK LANE (30' MAINTAINED RIGHT-OF-WAY);  
THENCE GO NORTH 00 DEGREES 09 MINUTES 44 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 355.91 FEET TO AN INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22;  
THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE GO NORTH 89 DEGREES 28 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 484.54 FEET TO AN INTERSECTION OF SAID NORTH LINE AND A POINT OF CUSP ON THE CURVE OF THE CUL-DE-SAC OF MILLBROOK DRIVE (50' RIGHT-OF-WAY) SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 50.00 FEET;  
THENCE DEPARTING SAID NORTH LINE GO ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE A DISTANCE OF 100.40 FEET (DELTA= 115°03'08", CHORD DISTANCE= 84.36', CHORD BEARING= S32°40'45"W) TO A POINT OF CUSP OF A CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 35.00 FEET, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 14, BLOCK "B" OF BETMARK PLACE SUBDIVISION;  
THENCE GO ALONG THE ARC OF SAID CURVE AND NORTH PROPERTY LINE A DISTANCE OF 40.12 FEET (DELTA= 65°40'52", CHORD DISTANCE= 37.96', CHORD BEARING= N57°41'15"W) TO A POINT OF TANGENCY;  
THENCE GO SOUTH 89 DEGREES 28 MINUTES 19 SECONDS WEST ALONG SAID NORTH PROPERTY LINE A DISTANCE OF 87.52 FEET TO THE POINT OF BEGINNING.  
THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 22, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 2.76 ACRES MORE OR LESS.

Exhibit B

## IRREVOCABLE LETTER OF CREDIT

**DATE: 1-15-14**

**ACCOUNT: 20595**

We hereby issue in your favor our IRREVOCABLE LETTER OF CREDIT and authorize you to draw on us at sight for any amount or amounts not exceeding \$6,400.00, in the aggregate for account of our customers, Roads Inc. of NWF.

When presented, each draft must be accompanied by: (1) a copy of this letter of credit, (2) a signed statement by you to the effects that the amount for which the draft is drawn represents amounts due and payable by Roads Inc. of NWF to you which are unpaid and a minimum of thirty (30) days past due.

Each draft must bear upon its face the clause "DRAWN UNDER OUR IRREVOCABLE LETTER OF CREDIT".


We hereby represent to you that we have received a fee from Roads Inc. of NWF, for the issuance of this letter of credit and that under the terms of this agreement between ourselves and Roads Inc. of NWF, had an unqualified obligation to reimburse us for all amounts paid to you under the letter of credit on the same conditions that govern our payments to you.

We hereby agree with you that the drafts drawn under and in compliance with the terms of this letter of credit will be duly honored upon presentation and delivery of documents as specified to our office. This agreement will be continuous, and for a minimum of two and half year's from the date of issuance of this letter.

We reserve the right to cancel this agreement after Two and a half (2.5) year's from date hereof by giving thirty (30) days notice in writing to Escambia County. The cancellation notice shall be deemed to have been duly given if delivered registered or certified mail addressed to: Escambia County, 3363 West Park Place, Pensacola, FL. 32505

Cancellation shall not affect liability for the payment of any amount owed prior to the effective date of cancellation.

Time is of the essence of this contract and in the event this contract is referred to counsel for enforcement, the undersigned agrees to pay all cost of collection, including attorney's fee of ten (10%) percent of principal, and such other additional amount or amounts as shall be found reasonable for services in the trial court and on appeal.

  
Notary

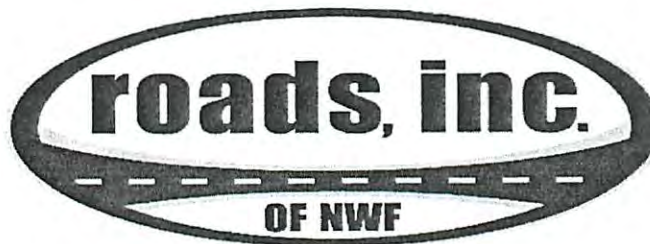


KRISTA VERGE  
MY COMMISSION # FF 049194  
EXPIRES: March 2, 2015  
Bonded Thru Budget Notary Services

  
Robert L. Fair,  
Executive Vice President

ServisFirst Bank  
316 S. Baylen St.  
Pensacola, FL. 32502

Exhibit C



106 stone blvd. cantonment, fl 32533

Phone: (850) 968-0991

Fax: (850) 968-0996

Hammond Engineering  
3802 North S Street  
Pensacola, FL 32505

Re: Betmark Phase II  
Asphalt Repair



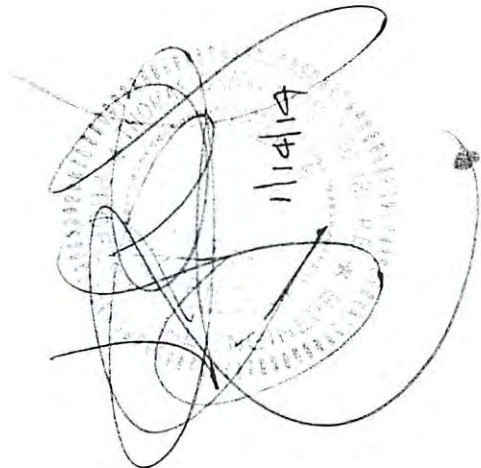
Roads Inc. of NWF will furnish all labor and materials for the following scope of work:

- Mobilization
- Mill Existing Asphalt 2"
- Install 2" Asphalt Courser SP 12.5

Total for above scope of work

\$6,400.00

Thank You  
Leanna Carrier

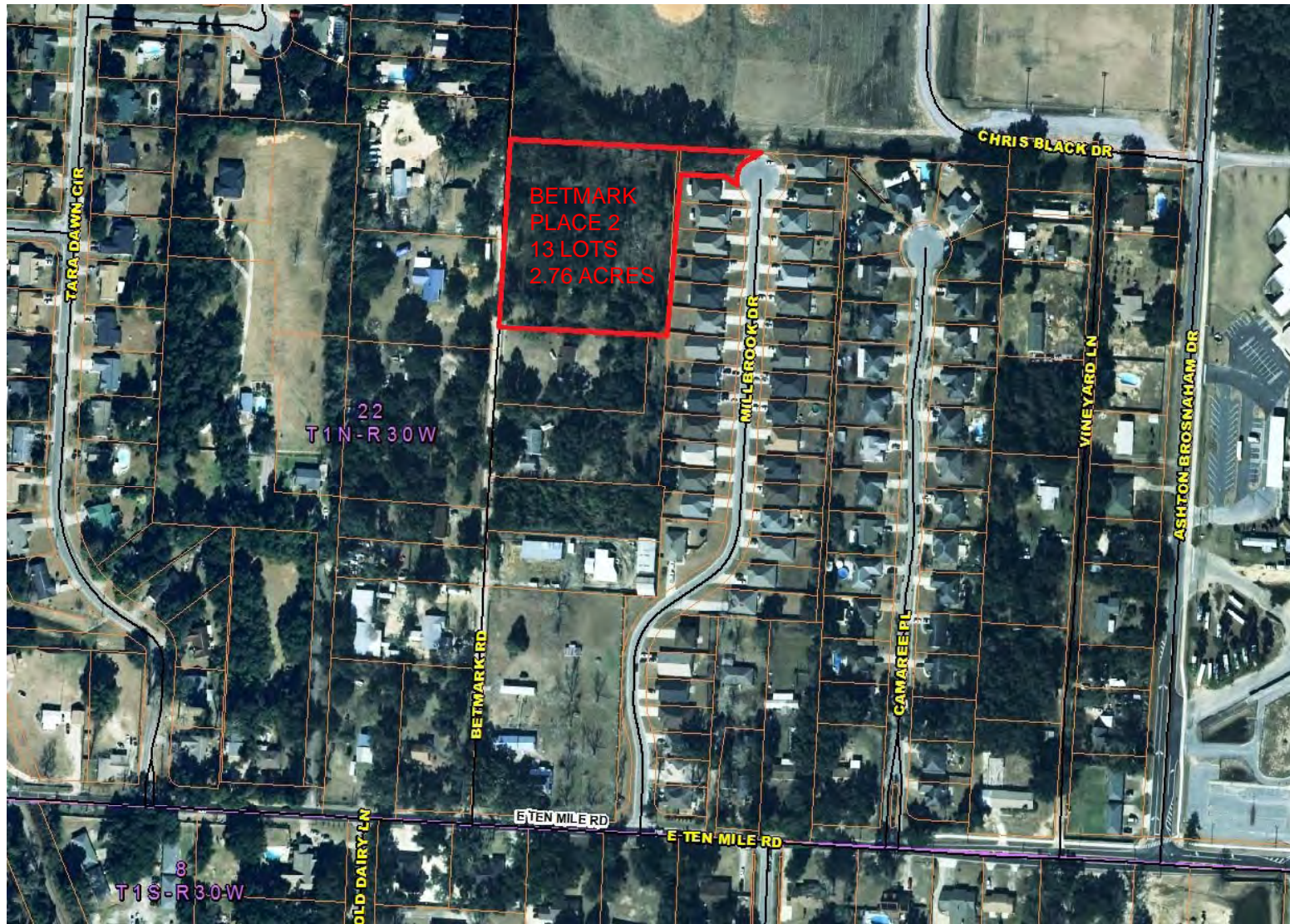








# FINAL PLAT: BETMARK PLACE 2



ESCAMBIA COUNTY  
PUBLIC WORKS DEPARTMENT  
DISTRICT 5  
CSR 01/27/14



*Janice R. Kilgore, CEM*  
Director

## Department of Public Safety

6575 North "W" Street  
Pensacola, Florida 32505  
850-471-6400

[www.escambiaemergency.com](http://www.escambiaemergency.com)

August 27, 2005

The following name has been submitted for approval:

**Millbrook Drive**

Streets are located in the subdivision of:

Betmark Place Phase 2

The names were requested by:

Hammond Engineering, Inc.

Escambia County Public Safety approves the names above and how they will be used. They are not duplicated by any presently authorized street names in Escambia County Florida.

  
\_\_\_\_\_  
9-1-1 Coordinator

  
\_\_\_\_\_  
Public Safety Director



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5679**

**Growth Management Report 10. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 02/18/2014

**Issue:** Recommendation Concerning the Scheduling of Public Hearings

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

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#### **RECOMMENDATION:**

#### **Recommendation Concerning the Scheduling of Public Hearings**

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

March 6, 2014

5:45 p.m.- A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases heard by the Planning Board on February 4, 2014.

**Case No.: Z-2014-01**

Address: 400 S Fairfield Dr

Property Reference No.: 20-2S-31-3101-000-003

Property Size: 0.36 (+/-) acres

From: R-1, Single-Family District, Low Density (4 du/acre)

To: R-6, Neighborhood Commercial and Residential District, (cumulative)  
High Density (25 du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 1

District:

Requested by: Lisa Sharp, Agent for Hasham Yousef, Owner

**Case No.: Z-2014-02**

Address: 8400 Cove Ave

Property Reference No.: 10-1S-30-1101-090-006

Property Size: 1.26 (+/-) acres

From: R-3, One-Family and Two-Family District, (cumulative) Medium Density  
(10 du/acre)

To: R-5, Urban Residential/Limited Office District, (cumulative) High Density  
(20 du/acre)  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner 3  
District:  
Requested by: Wiley C. "Buddy" Page, Agent for Amy Bloodsworth Mims, Owner

**Case No: Z-2012-01**  
Address: 9869 North Loop Rd  
Property Reference 13-3S-31-7101-000-001  
No: 14-3S-31-2101-000-000  
Property Size: 43.4 (+/-) acres  
From: RR, Rural Residential District, (cumulative) Low Density (2du/acre)  
To: AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only)  
FLU Category: MU-S, Mixed Use Suburban  
Overlay Area: AIPD-1, APZ-1, AIPD-2  
Commissioner 2  
District:  
Requested by: Jesse W. Rigby, Agent for James Hinson, Jr., Owner

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5697**

**County Administrator's Report 10. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 02/18/2014

**Issue:** Community Redevelopment Agency Meeting Minutes, January 16, 2014

**From:** Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, January 16, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the January 16, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

#### **BACKGROUND:**

On January 16, 2014, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

#### **PERSONNEL:**

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

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

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

#### **IMPLEMENTATION/COORDINATION:**

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

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#### **Attachments**

Minutes January 16 CRA

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MINUTES  
Escambia County  
Community Redevelopment Agency  
January 16, 2014–Time 8:45 a.m.  
BOARD CHAMBERS, FIRST FLOOR  
ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA FLORIDA

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

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

Call to Order.

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

Proof of publication

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

**I. Public Forum**

**II. Technical/Public Service**

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, November 21, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the November 21, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

2. Recommendation Concerning a Memorandum of Understanding between the Escambia County Community & Environment Department/Community Redevelopment Agency and the Escambia County Sheriff's Office - Keith Wilkins, Department Director

That the Board take the following action concerning a Memorandum of Understanding (MOU) between the Escambia County Community & Environment Department/Community Redevelopment Agency (CED/CRA) and the Escambia County

Sheriff's Office:

A. Approve the MOU that will provide for the implementation of a crime prevention and reduction program patrolling the Brownsville, Palafox and Warrington Community Redevelopment Districts; and

B. Authorize the Chairman to sign the MOU.

[Funding: Fund 151, Cost Centers 220515 (Brownsville TIF), 220516 (Warrington TIF), and 220517 (Palafox TIF); Object Code 53401, Other Contractual Services, in the amount of \$15,000 per Redevelopment District]

### **III. Budget/Finance**

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 111 Lakewood Road - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 111 Lakewood Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kenneth and Maureen Horton, the owners of residential property located at 111 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,209, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 114 Lakewood Road - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Lakewood Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and James and Margaret French, the owners of residential property located at 114 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,325, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

3. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1003 Rue Max Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1003 Rue Max Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Jeanne Jackson, the owner of residential property located at 1003 Rue Max Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,132, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

4. Recommendation Concerning Cancellation of Five Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program:

A. Approve the following five lien cancellations, as the recipients have met their Grant requirements:

Property Owner	Property Address	Lien Amount
Eunice L. George	306 Southeast Kalash Road	\$1,377
John G. and Mary N. McKeon	228 Payne Road	\$1,700
Charles G. and Lois D. Nickels	223 Payne Road	\$ 982
Isobel Jacobs	214 Payne Road	\$6,000
Lee Anne Winchester	402 Frisco Road	\$5,500

B. Authorize the Chairman to execute the Cancellation of Lien documents.

5. Recommendation Concerning Cancellation of Five Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

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

Property Owner's Name	Property Address	Lien Amount
Tzy-Yn Hua	847 North Navy Boulevard	\$6261
Gulf Coast Audio Visual Producers, Inc.	3720 North Pace Boulevard	\$10,000

Kim Rice  
Eugene S. Kerr  
LOJ, LLC

3107 Mobile Highway  
1002 North Navy Boulevard  
3740 North Pace Boulevard

\$9,631  
\$10,000  
\$10,000

B. Authorize the Chairman to execute the Cancellation of Lien documents.

6. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 3205 West Lee Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 3205 West Lee Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eva Roberts, the owner of residential property located at 3205 West Lee Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$3,730, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for electrical rewiring and replacing windows; and

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

7. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 114 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Milton Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,145, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer and installing a new central heating and air conditioning system; and

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

8. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3221 Barrancas Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3221 Barrancas Avenue:

A. Approve the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Grande

Lagoon Marine, Inc., the owner of commercial property located at 3221 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$10,000 representing an in-kind match through CDBG 2010, Fund 129, Cost Center 220435, Object Code 58301 for connecting to sanitary sewer, improving parking lot, providing ADA Handicap Access and installing fencing; and

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

#### **IV. Discussion/Information Items**

Adjournment.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5693

County Administrator's Report 10. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/18/2014

Issue: Request for Disposition of Property

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

Organization: Public Works

CAO Approval:

---

#### **RECOMMENDATION:**

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

That the Board approve the 3 Request for Disposition of Property Forms for the Public Works Department indicating 13 items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

#### **BACKGROUND:**

The surplus property listed on the attached Request for Disposition of Property Forms has been checked, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

#### **IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

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#### **Attachments**

Request for Disposition of Property Forms



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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT (E-CAT)

COST CENTER NO: 340506

KEVIN PITTS

DATE: 1-23-14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

*Kevin Pitts*

Phone No: 595-3228

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	39603	COMPULINK KIT	9307 1936	3823549	1993	OBSOLETE
Y	53718	IMAGING SYSTEM DIGITAL	35004697	AR-M208N	2004	BAD
Y	54001	OPTIPLEX SX280	2F94M71	SX280	2005	BAD
Y	54038	OPTIPLEX SX280	F1J1P71	S280	2005	BAD

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

INFORMATION TECHNOLOGY (IT Technician):

Christopher McGraw

Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 1/22/14

Information Technology Technician Signature:

*Christopher McGraw*

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

FROM: Escambia County Department Director (Signature):

*Joy D. Blackmon*

Director (Print Name):

Joy D. Blackmon, P.E.

**RECOMMENDATION:**

TO: Board of County Commissioners

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

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

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

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13



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

TO: Clerk & Comptroller's Finance Department  
FROM: Disposing Department: ESCAMBIA TRANSIT (E-CAT) COST CENTER NO: 340506  
KEVIN PITTS DATE: 1-23-14  
Property Custodian (PRINT FULL NAME)  
Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52103	OPTIPLEX GX260	9GZLV21	GX260	2003	BAD
Y	52105	OPTIPLEX GX260	5GZLV21	GX260	2003	BAD
Y	52107	OPTIPLEX GX260	BGZLV21	GX260	2003	BAD
Y	53230	OPTIPLEX GX260	8FMT751	GX270	2004	BAD
Y	53284	OPTIPLEX GX260	CJ82H51	GX270	2004	BAD
Y	53285	OPTIPLEX GX260	DJ82H51	GX270	2004	BAD

Disposal Comments: TO BE TAKEN TO RECYCLE AT LANDFILL

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw  
Print Name

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

Computer is Ready for Disposition

Date: 1/22/14 Information Technology Technician Signature: Christopher McGraw

Date:                       
FROM: Escambia County Department Director (Signature): Joy D. Blackmon  
Director (Print Name): Joy D. Blackmon, P.E.

**RECOMMENDATION:**

TO: Board of County Commissioners

Meeting Date:                     

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk)                     

This Equipment Has Been Auctioned / Sold

by:                       
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT (E-CAT) COST CENTER NO: 340506

KEVIN PITTS

DATE: 1-23-14

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kevin Pitts* Phone No: 595-3228

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

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	47160	VAN DODGE	2B4GP2560XR212437		1998	FAIR
	40669	COMPRESSOR AIR	30T745631	242F10G	1994	FAIR
	50637	COMPRESSOR AIR	0104200076	2475F12.5G	2001	FAIR

Disposal Comments: Put on auction site to sell or recycle if not sold

INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

Conditions:        Dispose-Good Condition-Unusable for BOCC

       Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

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

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

FROM: Escambia County Department Director (Signature):

Director (Print Name):

*Joy D. Blackmon, P.E.*

**RECOMMENDATION:**

TO: Board of County Commissioners

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

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

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

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5664

County Administrator's Report 10. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/18/2014

Issue: Contract Amendment to Temporary Labor Services PD 12-13.035

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Amendment of Agreement Relating to Temporary Labor Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Amendment of Agreement Relating to Temporary Labor Services, PD 11-12.035, to change the name from Temporary Employee Services, Inc. ("TESI"), to Blue Arbor, Inc., effective July 8, 2013.

#### **BACKGROUND:**

NA

#### **BUDGETARY IMPACT:**

NA

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Amendment.

#### **PERSONNEL:**

NA

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Amendment.

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#### **Attachments**

Amendment to Agreement

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**AMENDMENT OF AGREEMENT  
RELATING TO TEMPORARY LABOR SERVICES**

**THIS AMENDMENT** is made and entered into this day \_\_\_\_ of \_\_\_\_\_, 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida, and Blue Arbor, Inc., formerly Temporary Employee Services, Inc., each at times being referred to as "Party" or "Parties".

**WITNESSETH:**

**WHEREAS**, on July 2, 2012, the County entered into an agreement with Temporary Employee Services, Inc. ("TESI") relating to temporary labor services (PD 11-12.035); and

**WHEREAS**, effective July 8, 2013, TESI formally changed its name to **Blue Arbor, Inc.**; and

**WHEREAS**, as a result of said name change, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That the Agreement relating to temporary employee services, dated July 2, 2012, is amended to reflect that effective July 8, 2013, Temporary Employee Services, Inc., formally changed its name to **Blue Arbor, Inc.** but has not changed any other corporate formalities.
3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the Parties.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title: K. D. H. D. A. C. A.  
Date: 1/8/14

BLUE ARBOR, INC., formerly  
TEMPORARY EMPLOYEE SERVICES, INC.,

ATTEST: Corporate Secretary

*Jaime Maffett*  
(CORPORATE SEAL)

By: *Twaine Maffett*  
Title: President  
Date: 1/14/14



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5698

County Administrator's Report 10. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Cancellation of Five Residential Rehab Grant Program Liens

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

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

That the Board ratify the following February 18, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following five Lien cancellations, as the recipients have met their Grant requirements:

Property Owner	Property Address	Lien Amount
Dennis Kamin	909 Rue Max	\$1,050
Haariet F. Laton	9 Bell Court	\$1,005
Carlton E. and June H. McCullough	124 Reed Road	\$900
Isaiah and Avis Morrison	31 Milton Road	\$1,550
Robert H. and Dorothy A. Thompson	3 Bell Court	\$1,153

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

#### **BACKGROUND:**

The aforementioned property owners have satisfied the one-year compliance with the Grant Program.

#### **BUDGETARY IMPACT:**

There will be no budgetary impact.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the five Cancellation of Lien documents as to form and legal sufficiency.

**PERSONNEL:**

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for each owner.

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**Attachments**

Res Rehab CX Feb 18

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,050**, executed by **Dennis Kamin** and recorded in Official Record Book **6965** at pages **523**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

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

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

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

Prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title:   
Date: 11/28/14



**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Dennis Kamin**

Address of Property  
**909 Rue Max**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5012-160-025**

**Total Amount of Lien**

**\$1,050**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

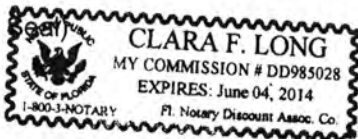
For Recipient:

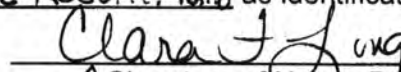
  
Dennis Kamin, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

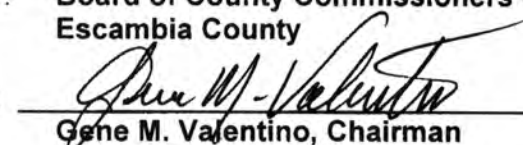
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2012 by Dennis Kamin, Property Owner. ☒ (He) ☐ ( ) is personally known to me or ☒ has produced FLic K550... 46.. as identification.

(Notary Seal)



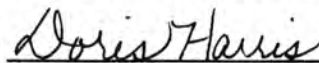
  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

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

By:   
Gene M. Valentino, Chairman



**PAM CHILDERS**  
Clerk of the Circuit Court

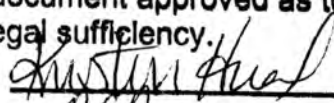
By:   
Doris Harris  
Deputy Clerk

Date Executed: 1-17-2013

BCC Approved: 01-17-2013

This instrument prepared by:  
Clara Long, Urban Planner II  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By:   
Title: ACF  
Date: 12/5/12

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,005**, executed by **Haariet F. Laton** and recorded in Official Record Book **6965** at pages **521**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

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

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

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

Prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 7/23/14



**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
Haariet F. Laton

Address of Property  
9 Bell Court  
Pensacola, FL 32507

Property Reference No.  
50-2S-30-5012-170-025

**Total Amount of Lien**

**\$1,005**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

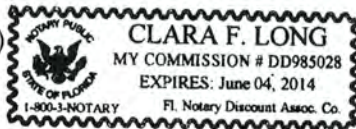
For Recipient:

Haariet F. Laton  
Haariet F. Laton, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2012 by Haariet F. Laton, Property Owner. He/She (☒) is personally known to me or (☒) has produced FLDL30...55...0 as identification.

(Notary Seal)



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

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

By: Gene M. Valentino  
Gene M. Valentino, Chairman

ATTEST **RAM CHILDERS**  
Clerk of the Circuit Court



By: Oris Harris  
Deputy Clerk

Date Executed: 1-17-2013

BCC Approved: 01-17-2013

This instrument prepared by:  
Clara Long, Urban Planner II  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Kristin Hual  
Title: ACA  
Date: 12/5/12

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$900**, executed by **Carlton E. and June H. McCullough** and recorded in Official Record Book **6965** at pages **525**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Lumon J. May, Chairman, Chairman**

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

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

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

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

Prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. H. Adair  
Date: 1/23/14



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

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<u>Carlton E. and June H. McCullough</u>	<u>124 Reed Road</u>	<u>50-2S-30-5010-014-019</u>
	<u>Pensacola, FL 32507</u>	

**Total Amount of Lien** **\$900**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

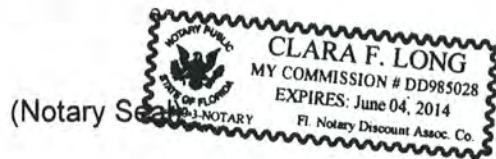
For Recipients:

Carlton E. McCullough  
Carlton E. McCullough, Property Owner  
June H. McCullough  
June H. McCullough, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2012 by Carlton E. McCullough, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FLCEN 242... 42... 0 as identification.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2012 by June H. McCullough, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced FLCEN 242... 42... 0 as identification.

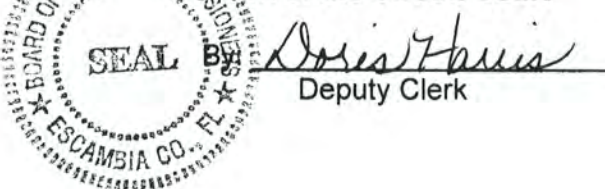


Clara F. Long  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

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

By: Gene M. Valentino  
Gene M. Valentino, Chairman

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



Date Executed: 1-17-2013

BCC Approved: 01-17-2013

This instrument prepared by:  
Clara Long, Urban Planner II  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Christina Head  
Title: ACA  
Date: 12/5/12



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,550**, executed by **Isaiah and Avis Morrison** and recorded in Official Record Book **6972** at pages **1598**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

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

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

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

Prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: Kellie Gant  
Date: 7/23/14

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Isaiah and Avis Morrison**

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

Property Reference No.  
**50-2S-30-5010-019-018**

**Total Amount of Lien**

**\$1,550**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 1/18/2013 Verified By: *A. Harris*



I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient(s):

Isaiah Morrison  
Isaiah Morrison, Property Owner

Avis Morrison  
Avis Morrison, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2012 by Isaiah Morrison, Property Owner. He ☐ is personally known to me or ☒ has produced FL DL 53-832-0 as identification.

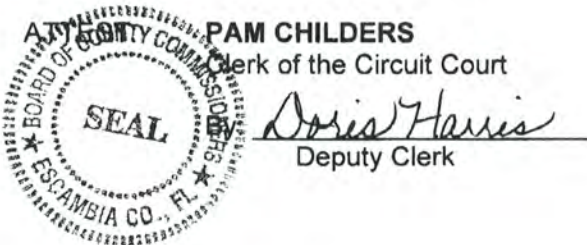
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2012 by Avis Morrison, Property Owner. She ☐ is personally known to me or ☒ has produced FL DL 61-223-0 as identification.



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

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

By: Gene M. Valentino  
Gene M. Valentino, Chairman



**PAM CHILDERS**  
Clerk of the Circuit Court  
Pam Childers  
Deputy Clerk

Date Executed: 1-17-2013

BCC Approved: 01-17-2013

This instrument prepared by:  
Clara Long, Urban Planner II  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Act  
Date: 12/7/12

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,153**, executed by **Robert H. and Dorothy A. Thompson** and recorded in Official Record Book **6965** at pages **519**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

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

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

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

Prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 1/23/14



**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Robert H. and Dorothy A. Thompson</u></b>	<b><u>3 Bell Court</u></b> <b><u>Pensacola, FL 32507</u></b>	<b><u>50-2S-30-5012-200-025</u></b>

**Total Amount of Lien** **\$1,153**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

Robert H. Thompson

Robert H. Thompson, Property Owner

Dorothy A. Thompson

Dorothy A. Thompson, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2012 by Robert H. Thompson, Property Owner. He ( ) is personally known to me or ( ☒ ) has produced FLC 1512 ... 5 ... 0 as identification.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2012 by Dorothy A. Thompson, Property Owner. She ( ) is personally known to me or ( ☒ ) has produced FLC 1512 ... 43 ... 0 as identification.



Clara F. Long  
Signature of Notary Public

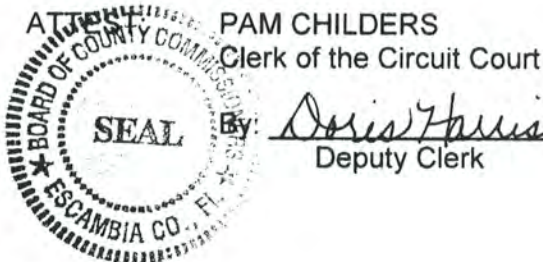
Clara F. Long  
Printed Name of Notary Public

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

By: Gene M. Valentino  
Gene M. Valentino, Chairman

Date Executed: 1-17-2013

BCC Approved: 01-17-2013



This instrument prepared by:  
Clara Long, Urban Planner II  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Kristin Chel

Title: Att

Date: 12/5/12





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5699

County Administrator's Report 10. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Commercial Facade, Landscape and Infrastructure Grant Program Lien  
Cancellation for 1000 North Navy Boulevard

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 1000 North Navy Boulevard - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 18, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 1000 North Navy Boulevard:

A. Approving cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for Fun Zone Pizza, Inc., located at 1000 North Navy Boulevard, in the amount of \$8,750, as the Grant recipient has met the Grant requirements; and

B. Authorizing the Chairman to execute the Cancellation of Lien document.

#### **BACKGROUND:**

The aforementioned property owner has satisfied the one-year compliance with the Grant program.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien document as to form and legal sufficiency.

#### **PERSONNEL:**

Community and Environment Department/ Community Redevelopment Agency CED/CRA staff will coordinate and administer the Commercial Facade Grant Program.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval of the Commercial Facade Grant Program lien cancellations.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien.

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**Attachments**

Lien Cancellation 1000 North Navy Blvd

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$8,750 executed by Fun Zone Pizza, Inc., and recorded in Official Record Book 6962 at pages 1128, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

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

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

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

Prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Approved as to form and legal  
sufficiency.

By/Title: K. Hualata  
Date: 1/23/14

ESCAMBIA COUNTY  
CLERK'S ORIGINAL

11/15/2012/CAR II-2

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2013003677 01:17 2013 at 08:39 AM  
OFF REC BK: 6962 PG: 1128 - 1129 Doc Type: L  
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<b><u>Fun Zone Pizza, Inc.</u></b>	<b><u>1000 North Navy Boulevard Pensacola, Florida 32507</u></b>	<b><u>37-2S-30-2006-000-001</u></b>

**Total Amount of Lien** **\$8,750**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date 11/19/2012 Entered By: D. Harris

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

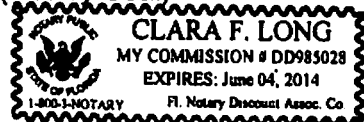
For Recipient: Fun Zone Pizza, Inc.

Donna Baudendistel  
Donna Baudendistel, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2012 by Donna Baudendistel, Property Owner. He/She (☐) is personally known to me or (☒) has produced FL License B33, 12-1 as identification.

(Notary Seal)



Clara F. Long  
Signature of Notary Public

Clara F. Long  
Printed Name of Notary Public

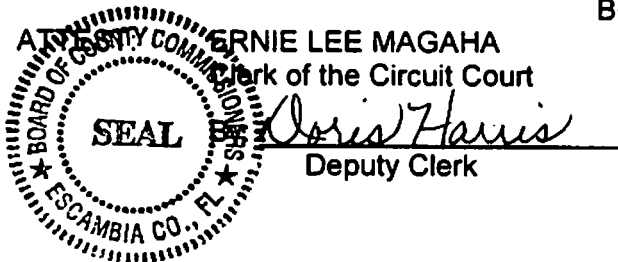
For: Escambia County  
Board of County Commissioners

By: Wilson B. Robertson  
Gene M. Valentino, Chairman

Wilson B. Robertson, Chairman

Date Executed: November 15, 2012

BCC Approved: November 15, 2012



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

This document approved as to form  
and legal sufficiency.

By: [Signature]  
Title: ACH  
Date: 10/22/12



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5700

County Administrator's Report 10. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1313 Poppy Avenue

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1313 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following February 18, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1313 Poppy Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Hugh G. Suggs, Jr., the owner of residential property located at 1313 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for window replacements; and

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

#### **BACKGROUND:**

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

On February 18, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Hugh G. Suggs, Jr. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

Res Rehab 1313 Poppy Avenue

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

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of February 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Hugh G. Suggs, Jr., (the "Recipient"), owner of residential property located at 1313 Poppy Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

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

**WHEREAS**, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$6,000, which shall be comprised of a cash contribution of \$6,000.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 18<sup>th</sup> day of February 2014, and the Project shall be complete on or before the 18<sup>th</sup> day of May 2014, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place  
Pensacola, Florida 32502

Recipient(s):

Hugh G. Suggs, Jr.  
1313 Poppy Avenue  
Pensacola, FL 32507

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

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

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

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

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

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



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

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

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

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 1/23/14

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

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

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

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

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

(SEAL)

For Recipient:  
[Signature]  
**Hugh G. Suggs, Jr., Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of February, 2014 by Hugh G. Suggs, Jr., Property Owner. He (☐) is personally known to me or (☒) has produced FL DL S200...094-D as identification.

(Notary Seal)  **ZAKKIYAH Q. OSUIGWE**  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

[Signature]  
Signature of Notary Public  
Zakkiyah Osuigwe  
Printed Name of Notary Public

## **EXHIBIT I**

### **RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner(s): Hugh G. Suggs, Jr.**

**Property Address: 1313 Poppy Avenue, Pensacola, Florida, 32507**

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

**Window Replacements.**

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

**Lien Agreement**

Applicant Name(s)  
**Hugh G. Suggs, Jr.**

Address of Property  
**1313 Poppy Avenue**  
**Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5000-007-003**

**Total Amount of Lien**

**\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Hugh G. Suggs, Jr.  
Hugh G. Suggs, Jr., Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of February, 2014 by Hugh G. Suggs, Jr., Property Owner. He (☐) is personally known to me or (☒) has produced FL DL S200...094-D as identification.

  
(Notary Seal)  
ZAKKIYYAH Q. OSUIGWE  
MY COMMISSION # FF 054108  
EXPIRES: September 15, 2017  
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe  
Signature of Notary Public  
Zakkiyyah Osuigwe  
Printed Name of Notary Public

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

By: \_\_\_\_\_  
Lumon J. May, Chairman

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

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

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

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

This instrument prepared by:  
Zakkiyyah Osuigwe, Development Program Manager  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency:

By/Title: Kedra ACH  
Date: 7/23/14





## **Window Replacements**

**1313 Poppy Avenue – Hugh G. Suggs, Jr.**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5690

County Administrator's Report 10. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Resolution Authorizing the Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc.

From: David Wheeler

Organization: Facilities Management

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning the Lease of the County-Owned Property at 15500 Perdido Key Drive by Perdido Key Area Chamber of Commerce, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the lease of County-owned real property located at 15500 Perdido Key Drive, Pensacola, Florida:

A. Adopt the Resolution authorizing the lease of real property to Perdido Key Area Chamber of Commerce, Inc. (PKACC), for the property located at 15500 Perdido Key Drive, Pensacola, Florida, more particularly described in Exhibit "A," for the term of five years, providing for renewal by the PKACC for an additional five-year term; rent is to be paid to the County, in the amount of \$1 per year; and

B. Authorize the Chairman to sign the Resolution and the Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc.

#### **BACKGROUND:**

The County provided space to the Perdido Key Area Chamber of Commerce, Inc. (PKACC) in the Old Perdido Key Fire Station. The newly built facility includes space for the PKACC.

The County will provide electric, water, sewer, and sanitation services. The PKACC shall be responsible for custodial services and all other utility service charges including telephone, internet, and cable television.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Lease Agreement was prepared in conjunction with the County Attorney's Office and the Facilities Management Department. The County Attorney's office has approved as to form and legal sufficiency.



**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current Policy requires Board approval for lease agreements involving County-owned property.

**IMPLEMENTATION/COORDINATION:**

Signatures are required by both parties.

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**Attachments**

PKACC Resolution & Lease

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**RESOLUTION R2014-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Escambia County is the owner of real property, commonly known as the Perdido Key Visitors Information Center and Community Center, located at 15500 Perdido Key Drive, Pensacola, Escambia County, Florida 32507 (Property); and

**WHEREAS**, Perdido Key Area Chamber of Commerce, Inc. (PKACC), is a non-profit corporation that provides a variety of commercial services for residents, businesses, and visitors to the Perdido Key area; and

**WHEREAS**, PKACC has requested that the County lease to it a portion of the Property for use as its administrative offices; and

**WHEREAS**, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease a portion of the Property to PKACC under the terms and conditions stated below; and

**WHEREAS**, the lease to PKACC is authorized pursuant to Section 125.38, Florida Statutes;

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

**Section 1.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2.** The County shall lease to PKACC the portion of the Property described in the Lease Agreement attached to this Resolution for an initial term of five (5) years at an

annual rent of One Dollar (\$1.00) and otherwise in accordance with the terms of the Lease Agreement.

**Section 3.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

(SEAL)

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

This document approved as to form  
and legal sufficiency.

By

Title

Date

*[Signature]*  
Escambia County Attorney  
Feb. 4, 2014

**LEASE AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.**

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between Perdido Key Area Chamber of Commerce, Inc., a Florida corporation not-for-profit, whose address is 15500 Perdido Key Drive, Pensacola, Florida 32507 (PKACC), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

**WITNESSETH:**

WHEREAS, Escambia County is the owner of real property, commonly known as the Perdido Key Visitors Information Center and Community Center, located at 15500 Perdido Key Drive, Pensacola, Escambia County, Florida 32507 (Property); and

WHEREAS, Perdido Key Area Chamber of Commerce, Inc., is a non-profit corporation that provides a variety of commercial services for residents, businesses, and visitors to the Perdido Key area; and

WHEREAS, PKACC has requested that the County lease to it a portion of the Property for administrative offices for PKACC; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease a portion of the Property to PKACC under the terms and conditions stated below.

**NOW, THEREFORE,** for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference.
2. Property Leased. The County leases to PKACC a portion of the Property located at 15500 Perdido Key Drive, Pensacola, Florida, more particularly described in the attached Exhibit A (Leased Area).
3. Term. The initial term of the Lease shall be for five (5) years, commencing on \_\_\_\_\_, 2014 (Effective Date). This Lease may be renewed for successive terms of five (5) years, provided that PKACC delivers to the County written notice of its intent to renew at least ninety (90) days prior to the expiration of the current term.
4. Rent. PKACC shall pay to the County as rent the sum of One Dollar (\$1.00) per year.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless PKACC first obtains written authorization from the County. PKACC shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements or personal property not removed by PKACC may be disposed of by the County in any manner the County deems appropriate, without liability to the County.
6. Maintenance and Utilities. The County shall be responsible for routine maintenance of the Leased Area, except custodial services. PKACC shall be responsible for ensuring that the Leased Area is kept in a neat, safe, and orderly condition, and obtaining or providing custodial services for the Leased Area. The County will provide electricity, water, sewer, sanitation services, and pest control. PKACC shall be responsible for all other utility service charges, including telephone, internet, and cable television.
7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, and fixtures. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of PKACC, its officers, employees, agents, and invitees.
8. Inspection. PKACC shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. PKACC accepts the Leased Area "as is" on the Effective Date of this Lease Agreement with no warranties regarding suitability of use.
9. Indemnification. PKACC agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by PKACC.
10. Insurance. During the term of the Lease, PKACC shall procure and maintain general liability insurance with coverage of \$1,000,000 per occurrence and aggregate limits, including coverage for personal and bodily injury, broad form property damage, operations, products and completed operations, contractual liability covering this Lease Agreement and liquor liability. In anticipation of alcohol being served on the Property, PKACC shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, PKACC's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. PKACC shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

PKACC shall provide Escambia County with insurance policies and certificates of insurance endorsed to name Escambia County as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease shall be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

PKACC agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of PKACC must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance shall not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Lease Agreement.

11. Use of Premises. PKACC shall use the Property solely for administrative offices for PKACC. During special events, PKACC may serve alcoholic beverages to its members and guests in the Leased Area and, with prior approval of the Escambia County Department of Community Affairs, the adjacent community center, provided, however, that the alcoholic beverages are not sold and that PKACC complies with and obtains any permits and licenses that may be required by state and local laws and regulations.

12. Termination. Either party may terminate this Lease for cause upon thirty (30) days' written notice or convenience upon one hundred eighty (180) days' written notice. Upon termination, PKACC shall return the Leased Area to the County in good condition and repair any damage resulting from any improvements installed and removed by PKACC, normal wear and tear excepted.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and PKACC under this Lease will be addressed to, mailed, or delivered to the following:

**COUNTY:**

County Administrator or designee  
Escambia County, Florida  
221 Palafox Place  
Pensacola, Florida 32502

**PKACC:**

Perdido Key Area Chamber of Commerce, Inc.  
c/o Sharyon Miller, Chairman  
15500 Perdido Key Drive  
Pensacola, Florida 32507



With a copy of notices and  
correspondence to:

County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

Notices will be delivered personally, by overnight courier, or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Leased Area for the purpose of inspecting and observing the use of the Leased Area, as long as such inspections and observations do not unreasonably interfere with PKACC's use of the Leased Area.

15. Compliance with Laws. PKACC agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease Agreement may be modified only by an amendment in writing, dated and signed by the County and PKACC after the date of this Lease Agreement. PKACC acknowledges it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease Agreement.

17. Assignments. This Lease Agreement shall not be assigned nor shall the Property be sublet unless first approved by the Board of County Commissioners. Any such assignment or sublease shall be reflected in a written instrument executed by the parties.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease Agreement or PKACC's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. PKACC shall be responsible for all taxes assessed against the Property, improvements, or otherwise arising out of this Lease Agreement (if any).

21. Interpretation. The captions, headings and paragraph titles in this Lease Agreement are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease Agreement. If any provision of this Lease Agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease Agreement.

IN WITNESS WHEREOF, the County and PKACC have caused this Lease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**ESCAMBIA COUNTY, FLORIDA** by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Att. County Attorney  
Date Jan. 22, 2014

PERDIDO KEY AREA CHAMBER OF  
COMMERCE, INC.

Witness [Signature]  
Print Name Danya L. Clapp

Witness [Signature]  
Print Name Melanie Allison

[Signature]  
Sharyon Miller, Chairman

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2014, by Sharyon Miller as Chairman of the Perdido Key Area Chamber of Commerce, Inc., a Florida non-profit corporation, on behalf of the corporation, who ☐ is personally known to me, or ☒ has produced current AL 6713224 DL as identification.



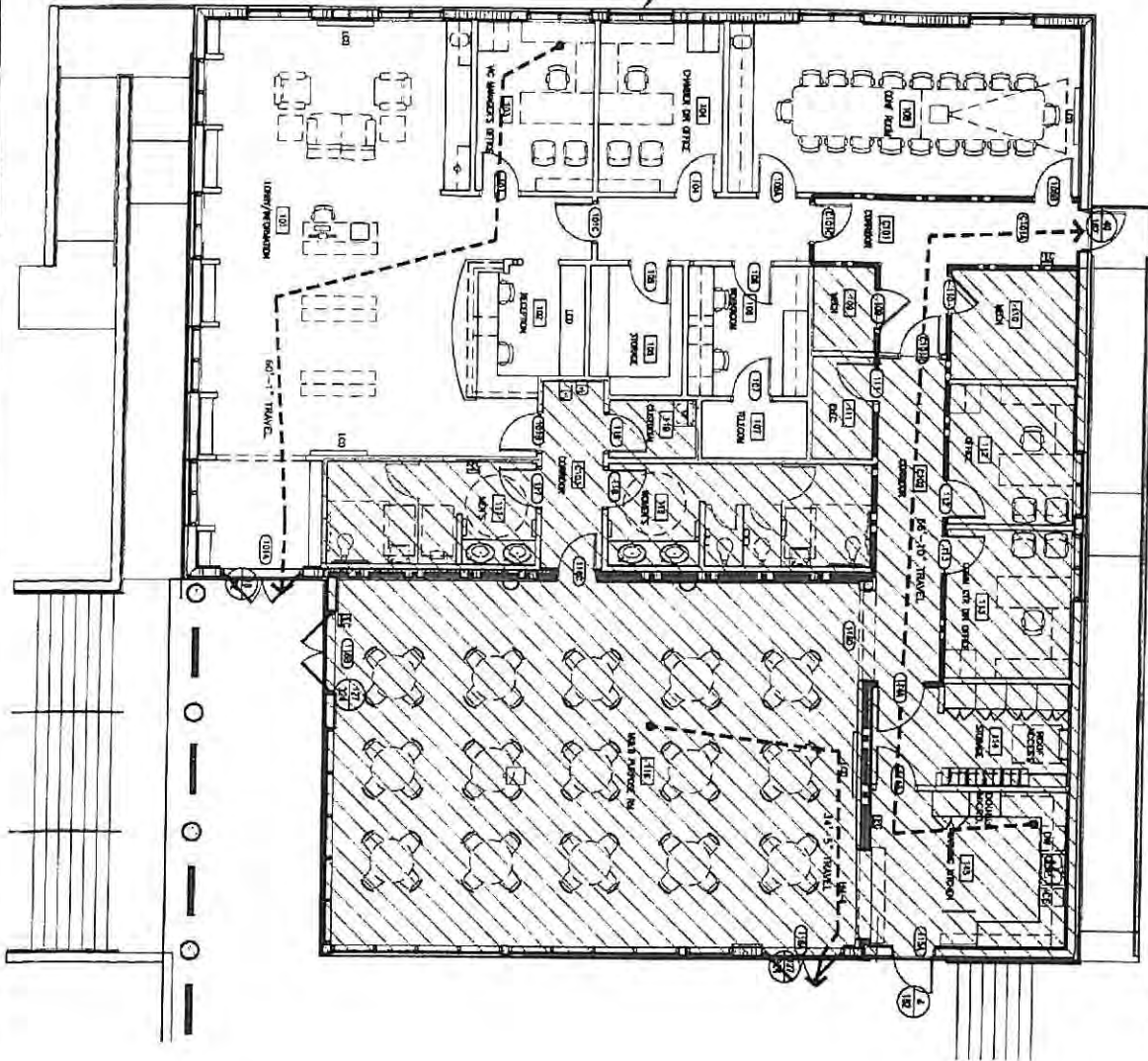
(Notary Seal)

[Signature]  
Signature of Notary Public

Karen E Myers  
Printed Name of Notary Public

# Exhibit A

VISITORS INFORMATION  
CHAMBER OF COMMERCE  
LEASE AREA - 3,347 sq. ft.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5691

County Administrator's Report 10. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Approval of Amendment to Letter of Agreement

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Amendment to Letter of Agreement between Escambia County and Infectious Diseases Associates of Northwest Florida, P.A. – Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Amendment to Letter of Agreement between Escambia County and Infectious Diseases Associates of Northwest Florida, P.A., providing HIV consultation, evaluation, management, and related services for the inmates at the Escambia County Jail:

- A. Approve the Amendment to Letter of Agreement; and
- B. Authorize the Interim County Administrator to sign the Amendment to Letter of Agreement.

[Funding: Fund 001, General Fund, Medical, Cost Center 290402]

#### **BACKGROUND:**

The Board previously approved a Letter of Agreement with Barbara H. Wade, M.D., for the provision of HIV consultation, evaluation, management and related services for inmates at the Escambia County Jail. After the agreement was fully executed, Dr. Wade clarified such services would be provided through her firm, Infectious Diseases Associates of Northwest Florida, P.A.

#### **BUDGETARY IMPACT:**

Funding: Fund 001; Medical, Cost Center 290402

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Assignment was prepared by Assistant County Attorney, Kristin D. Hual.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

The Escambia County Jail staff will be responsible for the implementation and the coordination of this agreement.

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**Attachments**

Amended LOA Dr. Wade

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## AMENDMENT TO LETTER OF AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Infectious Diseases Associates of Northwest Florida, P.A., a for-profit corporation authorized to do business in the State of Florida, whose principal address is 5153 North Ninth Avenue, Suite 305, Pensacola, Florida 32504 (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, on or about September 16, 2013, the County entered into a Contract for HIV consultation, evaluation, management and related services with Dr. Barbara Wade; and

**WHEREAS**, upon mutual agreement of the parties, Dr. Barbara Wade, as the owner and operator of IDA, subsequently assigned all rights, duties and obligations under the Agreement to Contractor IDA; and

**WHEREAS**, the parties hereto now desire to amend the subject Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Paragraph 4 to the Agreement is hereby amended as follows:
  4. Claims/Member Hold-Harmless. Contractor shall submit claims for Medicare covered services on a Health Care Financing Administration (HCFA) CMS-1500 Claim Form. Contractor shall submit claims to the County for services rendered ~~in accordance with the Medicare Allowable Fees~~ as set forth in Attachment "A" in accordance with the applicable Medicare Allowable Fees for evaluation and management services as provided in the Medicare Physicians Fee Schedule and accept such payment from the County as payment in full.
3. That Paragraph 5 to the Agreement is hereby amended as follows:
  5. Method of Billing. Contractor shall submit claims to the County for covered services rendered ~~in accordance with the Medicare Allowable Fees~~ as set forth in Attachment "A" in accordance with the applicable Medicare Allowable Fees for evaluation and management services as provided in the Medicare Physicians Fee Schedule and as provided pursuant to §395.3025, Florida Statutes. Contractor shall have sixty (60) days to submit a clean claim form. The

County shall have sixty (60) days following receipt and approval of Contractor's claim to render payment.

4. That Attachment A to the Agreement is hereby replaced with the attached Exhibit.

5. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Fourth Amendment shall remain in full force and effect.

6. That the effective date of this Amendment shall be on January 1, 2014.

7. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 1/14/14

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

By: \_\_\_\_\_

~~Larry Newsom~~ Larry M. Newsom  
~~Assistant County Administrator~~  
Interim County Administrator

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**CONTRACTOR:**  
**INFECTIOUS DISEASES ASSOCIATES OF**  
**NORTHWEST FLORIDA, P.A.**

By: [Signature]  
Barbara H. Wade, M.D.

ATTEST:

By: [Signature]  
Corporate Secretary

Date: 1/23/2014

(SEAL)

## Attachment A

### Covered Services

1. Medicare Allowable Fee for the following Evaluation and Management Services, Area 02 (Escambia County, as provided in the Medicare Physicians Fee Schedule:

<u>CPT</u>	<u>Description</u>
93000	EKG
99070	Supplies/materials provided over/above those usually included with visit
99201	Office/Outpt Visit New, Brief
99202	Office/Outpt Visit New, Limited
99203	Office/Outpt Visit New, Intermediate
99204	Office/Outpt Visit New, Extended
99205	Office/Outpt Visit New, Comprehensive
99211	Office Visit, Est, Minimal
99212	Office Visit, Est, Brief
99213	Office Visit, Est, Limited
99214	Office Visit, Est, Intermediate
99215	Office Visit, Est, Extended
99241	Office Consultation, Limited
99242	Office Consultation, Intermediate
99243	Office Consultation, Extended
99244	Office Consultation, Comprehensive
99245	Office Consultation, Complex
99406	Smoking Cessation counsel 3-10 min
99407	Smoking Cessation counsel >10 min

2. Allowable fees for patient medical record preparation as provided pursuant to §395.3025, Florida Statutes.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5669

County Administrator's Report 10. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Resolution Supporting the Solid Waste Annual Dump Dash 5K and Trash-A-Thon

From: Pat Johnson

Organization: Solid Waste

CAO Approval:

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#### **RECOMMENDATION:**

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

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

A. Adopt the Resolution authorizing the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event, to be held at the Perdido Landfill on April 26, 2014, as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

B. Authorize the Chairman to sign the Resolution.

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

#### **BACKGROUND:**

The Solid Waste Management Department held its first Dump Dash 5K and Trash-A-Thon on October 29, 2011. This event provided significant funding for educational outreach including but not limited to the Recycling Camp, field trips for local schools within the Escambia County School District, and other educational outreach activities within the County.

#### **BUDGETARY IMPACT:**

Funding for this event will be available in Fund 101, Escambia County Restricted Fund, Cost Center 230317 Solid Waste Fund Raiser.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolution as to form and legal sufficiency.

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Funds will be deposited in the Escambia County Restricted Fund (101).

**IMPLEMENTATION/COORDINATION:**

The Solid Waste Management Department will coordinate with the necessary departments and/or affiliates for this event.

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**Attachments**

Dump Dash Resolution 2014

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**RESOLUTION NUMBER R2014-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE ANNUAL DUMP  
DASH 5K AND TRASH-A-THON FUNDRAISER EVENT; PROVIDING  
FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, fundraisers serve to optimize non-tax revenue sources for the benefit of County services and facilities; and

**WHEREAS**, the Escambia County Solid Waste Management Department (ECSWMD) hosts the Annual Dump Dash 5K & Trash-A-Thon at the Escambia County Perdido Landfill; and

**WHEREAS**, this fundraising event provides significant funding for educational outreach including but not limited to the Recycling Camp, field trips for local schools within the Escambia County School District, and other educational outreach activities within Escambia County; and

**WHEREAS**, communities across the country will celebrate "Earth Day" on April 22, 2014; and

**WHEREAS**, the Annual Dump Dash 5K & Trash-A-Thon, which is scheduled on April 26, 2014, has been designated as an official "Earth Day 2014 Event"; and

**WHEREAS**, Five Dollars (\$5.00) of each Dump Dash 5K entry fee will be donated to the United Way of Escambia County; and

**WHEREAS**, the Board of County Commissioners has determined it is in the best interest of the health, safety, and welfare of the residents of Escambia County that the County authorize the Annual Dump Dash 5K and Trash-A-Thon fundraiser event.

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

**SECTION 1. Recitals.** That the above recitals are true and correct and incorporated herein by reference.

**SECTION 2. Authorization.** That the Board of County Commissioners hereby authorizes the Annual Dump Dash 5K & Trash-A-Thon fundraiser event at the Escambia County Perdido Landfill with proceeds to benefit the ECSWMD.

**SECTION 3. Severability.** That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.



**SECTION 4.** Effective Date. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

\_\_\_\_\_  
Lumon J. May, Chairman

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

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

(SEAL)

Approved as to form and legal  
sufficiency.

By/Title: K. H. Alford  
Date: 5/3/14



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5685

County Administrator's Report 10. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Ratify Issuance of Emergency Purchase Orders to Engineered Cooling Services - Winter Storm Leon January 28-30, 2014

From: David Wheeler

Organization: Facilities Management

CAO Approval:

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### **RECOMMENDATION:**

Recommendation Concerning Ratifying the Issuance of Emergency Purchase Orders to Engineered Cooling Services, Inc. - David W. Wheeler, CFM, Facilities Management Department Director

That the Board ratify the issuance of Emergency Purchase Orders for the Central Office Complex Chiller Repair, as follows:

	Vendor/Contractor	Amount
A.	Engineered Cooling Services, Inc. Vendor Number: 051168 PO Number: 140928 Emergency Repair to Chiller at Central Office Complex  Fund: 501 (Internal Service Fund) Cost Center: 140836 (Buildings/Risk Management) Amount: \$47,425	\$47,425
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 PO Number: 140929 Emergency Rental of Temporary Chiller  Fund: 501 (Internal Service Fund) Cost Center: 140836 (Buildings/Risk Management) Amount: \$36,575	\$36,575

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Buildings/Risk Management]

### **BACKGROUND:**

Two emergency purchase orders were issued to restore a critical infrastructure system at the Central Office Complex. The building's chilled-water flow was interrupted from an apparent pump malfunction causing the two air-cooled chiller's evaporator tanks to freeze and rupture. The system failure was not evident until outside ambient air temperatures rose above freezing and the ice build-up began to thaw. Both Chillers have major internal damage and are not operational. Immediate action was taken by the issuance to these two purchase orders.

Rental Chiller – It is necessary to restore chilled water into the building's HVAC system. A chiller is being rented until one of the two chillers can be repaired and brought back into operation. This purchase order is for a 60-day rental agreement.

Evaporator Tank Replacement – This purchase order is to replace the evaporator tank and bring Chiller #1 back into service. Once this Chiller has been repaired the rental chiller will no longer be needed.

This catastrophic event has been submitted as a claim to the County's Boiler and Machinery insurance carrier.

**BUDGETARY IMPACT:**

Funds are available in the Budget under Fund: 501 (Internal Service Fund), Cost Center: 140836 (Buildings/Risk Management)

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Coordination with Facilities Management Department and Escambia County Risk Management.

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**Attachments**

PO 140928 - Engineered Cooling

PO 140929 - Engineered Cooling

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PURCHASE ORDER NO. 140928

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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[ PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843 ]

V  
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[ 051168  
 ENGINEERED COOLING SERVICES INC  
 2801 N DAVIS HWY  
 PENSACOLA FL 32503 ]

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[ FACILITIES MANAGEMENT  
 BUILDING MAINTENANCE  
 100 EAST BLOUNT STREET  
 PENSACOLA FL 32501  
 ATTN: DAVID WHEELER ]

ORDER DATE: 02/03/14		BUYER: JOSEPH PILLITARY		REQ. NO.: 14001060	REQ. DATE: 02/04/14
TERMS: NET 30 DAYS		F.O.B.:		DESC.: EMERGENCY PURCHASE ORDER	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PURCHASE ORDER PER ADOPTED DECLARATION OF THE STATE OF LOCAL EMERGENCY, RESOLUTION R2014-10, DATED 1/27/14. EMERGENCY PURCHASE ORDER FOR CHILLER REPAIR AT CENTRAL OFFICE COMPLEX PER ATTACHED SCOPE OF WORK AS ADOPTED STATE OF EMERGENCY DATED 1/27/14.	47425.0000	47,425.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$
01	140836	54601	47,425.00		47,425.00
					TOTAL \$
					47,425.00

APPROVED BY



14001060 / 140928

## Engineered Cooling Services

FLORIDA MEMBER OF THE SERVICE LOGIC COMPANY

A Service Logic Company

## Service Proposal

TO: Escambia County Board of County Commissioners  
1412 West Fairfield Drive  
Pensacola, FL 32501

PROJECT: Chiller Repair Evaporator Replacement

LOCATION: One Stop

ATTN: David Wheeler

PROPOSAL NO.: Q-01-2014-67983

PHONE: 850-595-4628

DATE: January 31, 2014

EMAIL: David\_Wheeler@co.escambia.fl.us

JOB NO:

THANK YOU FOR THE OPPORTUNITY OF PROVIDING YOU WITH THIS PROPOSAL

Engineered Cooling Services is pleased to propose the following:

**Scope of Service:**

- Advise customer upon arrival
- Review scope of service
- Perform lockout/tagout procedure
- Remove refrigerant that remains in system
- Disconnect chilled water piping to evaporator
- Disconnect all refrigerant piping to unit
- Remove existing evaporator
- Install new evaporator
- Reconnect refrigerant piping
- Reconnect water piping
- Pressurize and leak check system
- Recharge unit with new R-136A refrigerant
- Repair insulation
- Start up and verify operation

Materials:	\$34,925.00
Insulation:	\$2,000.00
Labor:	<u>\$10,500.00</u>
Price:	\$ 47,425.00

**Terms:**

1. Work to be performed during normal hours of operation Monday thru Friday, overtime premiums excluded.
2. Proposal is for specified work only.
3. Proposal is subject to revision if not accepted within 30 days of receipt.
4. Proposal is subject to the attached Terms and Conditions.
5. Payment terms are Net 30.

SUBMITTED BY: RAY RODRIGUEZ

ACCEPTED: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: EXECUTIVE VICE PRESIDENT

TITLE: \_\_\_\_\_

PHONE: 850-432-7656

PENSACOLA, FL • TALLAHASSEE, FL • ORLANDO, FL • MOBILE, AL • MONTGOMERY, AL  
FL CMC39591 / AL 42653 / MS 15829-SC / GA CN210182

## Terms and Conditions

1. **OFFER AND ACCEPTANCE:** Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
  2. **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
  3. **INVOICING:** Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
  4. **PERFORMANCE:** Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
  5. **WARRANTY:** Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.
- THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
6. **PATENTS:** If there is bought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringement and its use is enjoined, Company, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.
  7. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT, NOR SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
  8. **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
  9. **CANCELLATION:** Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
  10. **DISPUTES AND CHOICES OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pensacola, FL, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by the Federal Rule of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
  11. **COST TO COMPANY:** In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
  12. **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
  13. **ASSIGNMENT:** Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event, Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

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

PENSACOLA, FL • TALLAHASSEE, FL • ORLANDO, FL • MOBILE, AL • MONTGOMERY, AL  
FL CMC39591 / AL 42653 / MS 15829-SC / GA CN210182



**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

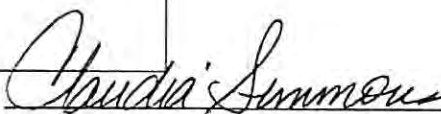
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[ PLEASE EMAIL INVOICES TO:  
 escambia.invoices@escambiaclerk.com  
 CLERK OF THE COURT & COMPTROLLER  
 HON. PAM CHILDERS  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843 ]

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[ 051168  
 ENGINEERED COOLING SERVICES INC  
 2801 N DAVIS HWY  
 PENSACOLA FL 32503 ]

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[ FACILITIES MANAGEMENT  
 BUILDING MAINTENANCE  
 100 EAST BLOUNT STREET  
 PENSACOLA FL 32501  
 ATTN: DAVID WHEELER ]

ORDER DATE: 02/03/14		BUYER: JOSEPH PILLITARY		REQ. NO.: 14001061	REQ. DATE: 02/04/14
TERMS: NET 30 DAYS		F.O.B.:		DESC.: EMERGENCY PURCHASE ORDER	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY PURCHASE ORDER PER ADOPTED DECLARATION OF STATE OF LOCAL EMERGENCY, RESOLUTION R2014-10, DATED 1/27/14. EMERGENCY PURCHASE ORDER FOR CONTRACTOR TO SET UP TEMPORARY CHILLER FOR CENTRAL OFFICE COMPLEX PER ATTACHED SCOPE OF WORK AS ADOPTED STATE OF EMERGENCY DATED 1/27/14.	36575.0000	36,575.00
				PAGE TOTAL \$	36,575.00
				TOTAL \$	36,575.00
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	140836	53401	36,575.00		

APPROVED BY



14001001 / 140928

## Engineered Cooling Services

Building Efficiency • Sustainability • Comfort

A Service Logic Company

## Service Proposal

TO: Escambia County Board of County Commissioners  
1412 West Fairfield Drive  
Pensacola, FL 32501

PROJECT: Rental Chiller

LOCATION: One Stop

ATTN: David Wheeler

PROPOSAL NO.: Q-01-2014-67982

PHONE: 850-595-4628

DATE: January 31, 2014

EMAIL: David\_Wheeler@co.escambia.fl.us

JOB NO:

THANK YOU FOR THE OPPORTUNITY OF PROVIDING YOU WITH THIS PROPOSAL

Engineered Cooling Services is pleased to propose the following:

### Scope of Service:

- Advise customer upon arrival
- Review scope of service
- Perform lockout/tagout procedure
- Disconnect electrical to existing chiller
- Disconnect chilled water piping to existing chiller
- Set up crane
- Remove chiller from truck and set on 4x4's
- Connect piping from rental chiller to system
- Connect temporary electrical
- Startup rental
- Clean up work area

Note: Due to the availability of the replacement evaporator, ECS recommends the rental chiller to be available for 2 months on site. Smartt evaporator 4-6 week's delivery.

Rental (2 months):	\$25,400.00
Crane:	\$ 3,000.00
Misc & Materials:	\$ 175.00
Labor to Install & Remove	\$8,000.00
Price:	\$ 36,575.00

### Terms:

1. Work to be performed during premium time hours.
2. Proposal is subject to progress billings.
3. Proposal is for specified work only.
4. Proposal is subject to revision if not accepted within 30 days of receipt.
5. Proposal is subject to the attached Terms and Conditions.
6. Payment terms are Net 30.
7. State and local taxes are excluded.

SUBMITTED BY: RAY RODRIGUEZ

ACCEPTED: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: EXECUTIVE VICE PRESIDENT

TITLE: \_\_\_\_\_

PHONE: 850-432-7656

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## Terms and Conditions

1. **OFFER AND ACCEPTANCE:** Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
3. **INVOICING:** Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
4. **PERFORMANCE:** Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
5. **WARRANTY:** Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.

THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

6. **PATENTS:** If there is brought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringement and its use is enjoined, Company, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.
7. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT, NOR SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
8. **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
9. **CANCELLATION:** Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
10. **DISPUTES AND CHOICES OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pensacola, FL, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by this Federal Rule of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
11. **COST TO COMPANY:** In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
12. **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
13. **ASSIGNMENT:** Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event, Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

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

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FL CMC39591 / AL 42653 / MS 15829-SC / GA CN210182



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5686

County Administrator's Report 10. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: BA #093 - FY 13/14 Funding Allocation for the Clerk of the Circuit Court COLA

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Budget Amendment #093 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #093, Clerk of the Circuit Court - Clerk to the Board, General Fund (001), in the amount of \$57,126, to cover the 3% Cost of Living Increase (COLA) for the Clerk's employees. Funds were set aside in Reserves as part of the Adopted Fiscal Year 2013-2014 Budget approved by the Board of County Commissioners (BCC) on September 24, 2013, to cover the associated increases in personnel expenditures.

#### **BACKGROUND:**

Funding was appropriated as part of the FY2013-14 Adopted Budget to cover a 3% COLA for all employees of the County.

#### **BUDGETARY IMPACT:**

This amendment will increase the Clerk's General Fund Budget by \$57,126.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

No new/additional employees are associated with these funds.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases in Constitutional Officers' Budgets to come before the Board.

#### **IMPLEMENTATION/COORDINATION:**

N/A

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#### **Attachments**

BA#093

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**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

**Request Number  
# 093**

**Approval Authorities**

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

**Transfer From: Fund 001/Non-Departmental  
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Reserves for Operating		110201	59805	57,126
<b>Total</b>				<b>\$57,126</b>

**Transfer To: Fund 001/Clerk of the Circuit Court  
Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Fees-Clerk of the Circuit Court		530101	59707	57,126
<b>Total</b>				<b>\$57,126</b>

**Detailed Justification:**

Funds are being reallocated from Reserves for Operating into the Clerk of the Circuit Court's FY2013/14 Budget to cover the BCC approved 3% COLA as part of the overall Fiscal Year 2013/14 Adopted Budget.

**OMB Analyst**

**Management and Budget Dept Director**

**Budget Manager**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5538

County Administrator's Report 10. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: PD 13-14.013 Chemical Water Treatment Contract

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Chemical Water Treatment Contract - Amy Lovoy,  
Management and Budget Services Department Director

That the Board award a Contract, PD 13-14.013, for Chemical Water Treatment, to Triple Point Industries, LLC, in the amount of \$16,656, for a period of 36 months, with an option to extend for 2 additional 12-month periods, in accordance with the terms and conditions of the Contract, with an effective date of March 1, 2014.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601]

#### **BACKGROUND:**

The solicitation was advertised in the Pensacola News Journal. Two responses were received. PD13-14.013 is an annual and reoccurring contract for analytical services, and if necessary, chemical treatment to closed loop systems on County owned heating, ventilation, and air conditioning equipment. The technical service and maintenance contract is essential in preventing scale build-up and corrosion in boilers, cooling towers, evaporative condensers, chillers, and closed recirculating systems.

#### **BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Contract.

#### **PERSONNEL:**

NA

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**



This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

---

**Attachments**

Bid Tab

Agreement

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# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Chemical Water Treatment Contract RFP# PD 13-14.013						
Bid Opening Time: 2:00 p.m. CST Bid Opening Date: 1/23/2014 Opening Location: Rm. 11.407		Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Bond	Certificate of Authority to do Business in the State of Florida	Total
NAME OF BIDDER								
Garratt-Callahan		Y	Y	Y	Y	Y	Y	
Triple Point Industries LLC		Y	Y	Y	Y	Y	Y	Non-Responsive
								\$16,656.
BIDS OPENED BY:		Joe Pillitary, CPPO, CPPB, Purchasing Coordinator						DATE: January 23, 2014
BIDS WITNESSED BY:		Lori Kistler, Senior Office Support Assistant						DATE: January 23, 2014
BIDS TABULATED BY:		Lori Kistler, Senior Office Support Assistant						DATE: January 23, 2014

CAR  
DATE 2/6/2014

BOCC  
DATE 2/6/2014

The Purchasing Manager/Designee recommends to the BCC: To award the contract to Triple Point Industries LLC for a period of 36 months, with an option to extend the contract for 2 additional 12-month period with an effective date of March 1, 2014.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/24/2014 @ 2:30 p.m. CST

.JP/lk

**AGREEMENT FOR CHEMICAL WATER TREATMENT SERVICES  
PD 13-14.013**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Triple Point Industries, LLC (hereinafter referred to as "Contractor"), an Alabama limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 63-1161600 and whose principal address is 1813 Third Avenue South, Birmingham, Alabama 35233.

**WITNESSETH:**

**WHEREAS**, on December 30, 2013, the County issued an Invitation to Bid (PD 13-14.013) for chemical water treatment services; and

**WHEREAS**, Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of chemical water treatment services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence on the effective date provided herein and continue for a term of three (3) years. At the County's discretion, the contract may be renewed for two additional twelve (12) month periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. **Scope of Work.** Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Chemical Water Treatment, Specification No. P.D. 13-14.013, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated January 21, 2014, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "B"**.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor.. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Triple Point Industries, LLC  
Attention: Mary Ellen Maynard  
P.O. Box 26423  
Birmingham, AL 35236

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

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

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.



18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: \_\_\_\_\_  
Larry Newsom  
Assistant County Administrator

Witness: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 3/3/14

**CONTRACTOR:**  
**TRIPLE POINT INDUSTRIES, LLC**

By: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Witness: \_\_\_\_\_

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
CHEMICAL WATER TREATMENT CONTRACT  
SPECIFICATION PD 13-14.013**

- **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSED TO ISSUE BONDS IN THE STATE OF FLORIDA OR THAT HAS AN AGENT LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S BONDING CAPACITY AND BONDING RATING
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:  
PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE  
PAYMENT AND PERFORMANCE BONDS

- **HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.**

**DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**CHEMICAL WATER TREATMENT CONTRACT**

**SPECIFICATION NUMBER PD 13-14.013**

**BIDS WILL BE RECEIVED UNTIL: 2:00p.m., CST, Thursday, January 23, 2014**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Lumon J. May, Chairman  
Steven Barry, Vice Chairman  
Wilson B. Robertson  
Gene Valentino  
Grover Robinson, IV**

**Procurement Assistance:**

**Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807  
Email: [joe\\_pillitary@co.escambia.fl.us](mailto:joe_pillitary@co.escambia.fl.us)  
Website: <http://www.myescambia.com>**

**Technical Assistance:**

**William Turner  
Division Manager  
Facilities Maintenance  
100 E. Blount  
Pensacola, FL 32501  
Tel: (850) 595-3190  
Fax: (850) 595-4668**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

## **NOTICE**

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

**Preference in purchase of commodities and services by means of competitive bid**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

**Competitive bid (local price match option)**. Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

**CHEMICAL WATER TREATMENT CONTRACT  
PD 13-14.013**

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Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***

## **SOLICITATION, OFFER AND AWARD FORM**

ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

Joe Pillitary, CPPO, CPPB

Invitation to Bid

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone (850)595-4878 Fax No: (850) 595-4807

Chemical Water Treatment Contract

SOLICITATION NUMBER: PD 13-14.013

### **SOLICITATION**

MAILING DATE: Tuesday, December 31, 2013

PRE-BID CONFERENCE: NA

OFFERS WILL BE RECEIVED UNTIL: 2:00p.m., CST, Thursday, January 23, 2014 and may not be withdrawn within 90 days after such date and time.

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: \_\_\_\_\_

REASON FOR NO OFFER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

BID BOND ATTACHED \$ \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\*

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER  
(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

### **AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

#### **CONTRACTOR**

Name and Title of Signer (Type or Print)

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name of Contractor

By \_\_\_\_\_  
County Administrator Date

By \_\_\_\_\_  
Signature of Person Authorized to Sign Date

WITNESS \_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Corporate Secretary Date

WITNESS \_\_\_\_\_  
Date

[CORPORATE SEAL]

ATTEST: \_\_\_\_\_  
Witness Date

Awarded Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Witness Date

Effective Date \_\_\_\_\_



**BID FORM**  
**Specification Number PD 13-14.013**  
**Chemical Water Treatment Contract**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

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

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Chemical Water Treatment Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

LOCATION	ADDRESS	COST PER:	
		MONTHLY	ANNUAL
Animal Shelter	200 W. Fairfield Dr.		
Central Booking & Detention	1200 W. Leonard St.		
Central Office Complex	3363 W. Park Pl.		
Community Probation	2251 N. Palafox St.		
Escambia County Gov. Complex	221 Palafox Pl.		
Escambia County Road Prison	601 Hwy. 297A		
Jail	2935 North L St.		
Juvenile Justice Center	1800 St. Mary St.		
M.C. Blanchard (Judicial)	190 W. Government St.		
Marie K. Young Community Center	6405 Wagner Rd.		
Pensacola Beach Fire Station	901 Via Deluna		
Perdido Fire Station	15510 Perdido Key Dr.		
Public Safety	6575 North W St.		
Sheriff Administration	1700 W. Leonard St.		
Sheriff Visitation	1190 W. Leonard St.		
Warrington Sheriff Sub-Station	30 N. Navy Blvd		
West Florida Public Library	200 W. Gregory St.		

## CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

### **SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

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

Terms of Payment

(Check one) Net 30 Days \_\_\_\_ 2% 10th Prox \_\_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_\_ No \_\_\_\_.

Will your company accept Escambia County Direct  
Payment Vouchers? Yes \_\_\_\_ No \_\_\_\_.

County Permits/Fees required for this project:

Permit

Cost

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

Person to contact for emergency service:

Phone/Cell/Pager #: \_\_\_\_\_  
\_\_\_\_\_

Person to contact for disaster service:

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone/Cell/Pager #: \_\_\_\_\_  
\_\_\_\_\_

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

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

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

\_\_\_\_\_  
(signature)

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

### **Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation **(Please Circle One)**  
Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

\_\_\_\_\_

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business  
in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)



**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,  
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

## **SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 13.14.013, "Chemical Water Treatment Contract", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **SCOPE OF WORK**

This Scope of Service outlines the responsibility of the chemical water treatment company to furnish all professional services, equipment, controls, and the chemicals required to maintain boiler condensate and HVAC open and closed loop systems. The service company will maintain these systems through an aggressive chemical water treatment program.

#### **2. Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$500.00 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

#### **3. Bonds**

##### **Performance and Payment Bonds**

The County shall require the successful offeror(s) to furnish separate performance and payment bonds, under pledge of adequate surety and covering up to 100% of the dollar value of award on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850) 595-4878, (850) 595-4807. Technical questions may be directed to William Turner, Division Manager, (850) 595-3190, Fax: (850) 595-4668, no later than Friday, January 18, 2014, 5:00p.m., CST.

5. **Bid**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from William Turner, Division Manager, phone (850) 595-4878. Failure to visually inspect the facilities may be cause for disqualification of your offer.

7. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

8. **Delivery**

Contractor shall provide contractual services in a timely efficient and effective manner meet an/or exceed the terms, conditions and scope of work for subject contract.

9. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;



2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
    3. The primary route of entry and symptoms of over exposure.
  - C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
  - D. The emergency procedure for spills, fire, disposal and first aid.
  - E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
  - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
10. **Safety Regulations**
- Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.
11. **Codes and Regulations**
- The awarded vendor shall strictly comply with all federal, state and local building and safety codes.
12. **Payment**
- Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:
- Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502
13. **Warranty**
- The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one year from date of delivery/acceptance by Escambia County.
- Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.
14. **Debris**
- Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

16. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

**Contract Information**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

18. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

20. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 5.5 years.

21. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

22. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

23. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and

received by it, and no agency assumes any liability by virtue of this solicitation.

24. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

25. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

26. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

27. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. Experience record showing the offeror's training and experience in similar work.
- 2. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 3. List of equipment and facilities available to do the work.
- 4. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

28. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

29. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

30. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

31. **Award**

Award shall be made on an "all-or-none total" basis.

32. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

33. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

34. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

35. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

**Insurance Requirements**

**Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.



These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**Builders Risk Coverage**

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

**Professional Liability/Malpractice/Errors and Omissions Insurance**

The contractor shall purchase and maintain professional liability or malpractice or errors and omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**36. Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**Facilities Management's  
Chemical Water Treatment  
Scope of Service**

**Scope of Service:**

This Scope of Service outlines the responsibility of the chemical water treatment company to furnish all professional services, equipment, controls, and the chemicals required to maintain boiler condensate and HVAC open and closed loop systems. The service company will maintain these systems through an aggressive chemical water treatment program.

The chemical water treatment program shall include the following:

- A. All chemical products, controls, piping, and feed equipment to maintain all systems essentially free of scale, corrosion, fouling, and microbiological growths. All deliveries of products and equipment into the building shall be the responsibility of the service company without the assistance from county employees, or equipment.
- B. To absorb all repair / maintenance costs associated with the replacement and/or cleaning of the system due to scale, corrosion, fouling, and microbiological activity.
- C. The chemical treatment company shall be a company normally engaged in selling water treatment chemicals and services.
- D. The water treatment company's service representative shall have at least 10 years experience in the industry. The service representative shall be able to provide professional, knowledgeable consultation, and training for the physical plant personnel on the chemical water treatment company's equipment, controls, and testing equipment.
- E. At least once a month, accurately monitor each chemical water treatment system and service, to maintain each system within the industry's standards.
- F. After each visit, a typed written report will be prepared including the following:
  - (1) The discrepancies noted with the system.
  - (2) The recommended corrective action to be taken to resolve the discrepancies.
  - (3) The benefits of taking the corrective action.
  - (4) The consequences, if the corrective action is not taken.

## BUILDINGS WITH CHEMICAL WATER TREATMENT SYSTEMS

LOCATION	QTY	TYPE
<b><u>Animal Shelter</u></b> 200 West Fairfield Drive	1	Hot Water Closed Loop for building heat. (Kennel area floors.)
<b><u>Central Booking &amp; Detention</u></b> 1200 West Leonard St.	1	Hot Water Closed Loop for building heat.
<b><u>Central Office Complex</u></b> 3363 W. Park Place	1	Chilled Water Closed Loop for building cooling. (2 - Air Cooled Chillers: 120 ton)
<b><u>County Probation</u></b> 2251 N. Palafox Street	1	Chilled Water Closed Loop for building cooling. (1- Chiller: 80 tons).
	1	Hot Water Closed Loop for building heat.
<b><u>Escambia County Gov. Complex</u></b> 221 Palafox Place	1	Hot Water Closed Loop for building heat.
<b><u>Escambia County Road Prison</u></b> 601 Highway 297A, Cantonment	1	Hot Water Closed Loop for building heat.
	1	Chilled Water Closed Loop for building cooling. (1- Chiller: 50 tons).
	1	Closed Loop Geothermal Condenser Water Loop.
<b><u>Jail</u></b> 2935 North "L" Street	1	Steam Boiler Closed Loop Condensate Loop with water softener. (2- Boilers: 100 HP)
	1	Hot Water Closed Loop for building heat.
Backup system	1	Condenser Open Loop System/ w Cooling Tower
Backup system	1	Chilled Water Closed Loop for building cooling. (1- Chiller: 400 ton).
<b><u>Juvenile Justice Center</u></b> 1800 St. Mary Street	1	Hot Water Closed Loop for building heat.

## BUILDINGS WITH CHEMICAL WATER TREATMENT SYSTEMS

LOCATION	QTY	TYPE
<b><u>Marie K. Young Com. Center</u></b> 6405 Wagner Road	1	Closed Loop Geothermal Condenser Water Loop System: (48 tons.)
<b><u>M.C. Blanchard (Judicial)</u></b> 190 W. Government Street	1	Hot Water Closed Loop for building heat.
<b><u>Pensacola Beach Fire Station</u></b> 901 Via Deluna	1	Closed Loop Geothermal Condenser Water Loop System: (18 tons)
<b><u>Perdido Fire Station</u></b> 15510 Perdido Key	1	Closed Loop Geothermal Condenser Water Loop System: (26 tons)
<b><u>Public Safety</u></b> 6575 North "W" St.	1	Closed Loop Geothermal Condenser Water Loop System: (112 tons.)
<b><u>Sheriff Administration</u></b> 1700 West Leonard St.	1	Hot Water Closed Loop for building heat.
<b><u>Sheriff Visitation</u></b> 1190 West Leonard St.	1	Closed Loop Geothermal Condenser Water Loop System: (58 tons.)
<b><u>Warrington Sheriff Sub-Station</u></b> 30 North Navy Blvd.	1	Closed Loop Geothermal Condenser Water Loop system: (21 tons)
<b><u>West Florida Public Library</u></b> 200 West Gregory Street	1	Hot Water Closed Loop for building heat.
	1	Chilled Water Closed Loop for building cooling System: (200 tons)



## **Facility Specific Information**

### **Leonard Street Complex:**

The Leonard Street Complex has a Central Energy Plant located in the basement of the Central Booking and Detention Facility located at 1200 West Leonard Street. The plant is the primary source of chilled water for the Central Booking and Detention Facility, Jail, Juvenile Justice, LSC Shop / Sheriff's Paint Booth, and the Sheriff's Administration building.

### **Jail:**

The Jail is equipped with a secondary stand alone 400 ton chiller and cooling tower, which can be placed on line in the event of a loss of the Central Energy Plant. The boiler condensate system is equipped with a water softener.

### **Juvenile Justice:**

In the event of a prolong outage of chilled water from the Central Energy plant, the building has a connection for a portable chiller to be utilized. If this should occur, the chemical treatment must be maintained for the 300 ton unit.

### **Sheriff Administration:**

The building is equipped with a secondary stand alone 240 ton, air cooled chiller, which can be placed on line in the event of a loss of the plant. The secondary chilled water system is exercised at least monthly. If this should occur, the chemical treatment must be maintained.

### **Downtown:**

The old Court House, Ernie Lee Magaha, M.C. Blanchard Judicial Center, Matt Bell, and the Ordon/ Orvis buildings are supplied with chilled water supplied from the Central Energy Plant located in the Chiller Room of the M.C. Blanchard Judicial Center located at 190 West Government Street.

### **M. C. Blanchard (Judicial Center):**

In the event of a prolong outage, the building has a connection for a portable chiller to be utilized.

**Note:** Chemical water treatment for the M.C. Blanchard Judicial Center' Central Energy Plant (1,845 tons) and CBDF Central Energy Plant (2,100 tons) are provided by the company contracted to perform the preventative maintenance and repair of the plants. Therefore, they are not part of this contract's scope of work.

**BID FORM**  
**Specification Number PD 13-14.013**  
**Chemical Water Treatment Contract**

Date: 1/21/14

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Chemical Water Treatment Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

LOCATION	ADDRESS	COST PER:	
		MONTHLY	ANNUAL
Animal Shelter	200 W. Fairfield Dr.	72.00	864.00
Central Booking & Detention	1200 W. Leonard St.	72.00	864.00
Central Office Complex	3363 W. Park Pl.	72.00	864.00
Community Probation	2251 N. Palafox St.	72.00	864.00
Escambia County Gov. Complex	221 Palafox Pl.	72.00	864.00
Escambia County Road Prison	601 Hwy. 297A	99.00	1188.00
Jail	2935 North L St.	209.00	2508.00
Juvenile Justice Center	1800 St. Mary St.	72.00	864.00
M.C. Blanchard (Judicial)	190 W. Government St.	72.00	864.00
Marie K. Young Community Center	6405 Wagner Rd.	72.00	864.00
Pensacola Beach Fire Station	901 Via Deluna	72.00	864.00
Perdido Fire Station	15510 Perdido Key Dr.	72.00	864.00
Public Safety	6575 North W St.	72.00	864.00
Sheriff Administration	1700 W. Leonard St.	72.00	864.00
Sheriff Visitation	1190 W. Leonard St.	72.00	864.00
Warrington Sheriff Sub-Station	30 N. Navy Blvd	72.00	864.00
West Florida Public Library	200 W. Gregory St.	72.00	864.00





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5694

County Administrator's Report 10. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: PD13-14.008 Public Safety Building Perimeter Security Fence and Gates

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning PD13-14.008 Public Safety Building Perimeter Security Fence and Gates - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Tampa Bay Water Contract for Security Fence & Gate Installation and Repair Services, Goods and/or Services, Contract #2012-015, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval, and award a Purchase Order to Smith Industries, Inc., d/b/a Smith Fence Company, in the amount of \$305,698.75, for an Ameristar Stalwart K8-rated perimeter security fence and gates, PD 13-14.018.

[Funding: Fund 110, Other Grants & Projects Fund, Cost Center 330236, Domestic Assistance Grant, Account Code 56301, Improvements Other Than Buildings]

#### **BACKGROUND:**

The Department of Homeland Security, through the Florida Division of Emergency Management, previously awarded Escambia County a federal grant to install the remaining sections of fencing surround the Public Safety facility with an impact barrier fence to enhance the security of the facility allowing the facility to be secured in appropriate situations. Working with the County Purchasing Department, Smith Industries, Inc. (DBA Smith Fence) is the selected vendor to complete this fence installation.

#### **BUDGETARY IMPACT:**

Fund 110, Other Grants & Projects Fund, Cost Center 330236, Domestic Assistance Grant, Account Code 56301, Improvements Other Than Buildings

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

#### **PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with the Escambia County Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5659

County Administrator's Report 10. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Resolution to Cancel Taxes for the South Old Corry Field Road County Project Site

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning a Resolution to Cancel Taxes for the South Old Corry Field Road County Project Site – Joy D. Blackmon, P. E. Public Works Department Director

That the Board take the following action concerning a Resolution to cancel taxes on a parcel of property located off of South Old Corry Field Road, Account Number 08-0004-546, Reference Number 50-2S-30-1000-026-001, acquired by the County for a stormwater mitigation project:

A. Adopt the Resolution to cancel taxes on a parcel of property owned by Escambia County for the year 2012, in the amount of \$213.67, and for the year 2013, in the amount as assessed, for the parcel located off of South Old Corry Field Road, as this property is scheduled to be used for a public stormwater mitigation project (Jones Creek East Stream Restoration Project); and

B. Authorize the Chairman or Vice Chairman to execute the Resolution without further action of the Board.

#### **BACKGROUND:**

The County acquired this property located off Old Corry Field Road as evidenced by the Quitclaim Deed recorded in Official Records Book 6804 at page 354 and the Corrective Quitclaim Deed recorded in Official Record Book 6840 at page 853 of the Public Records of Escambia County, Florida, for a public stormwater mitigation project (Jones Creek East Stream Restoration). At the time of the acquisition, taxes were owed on the property and the County accepted the property subject to taxes for the current and previous years. Staff is asking that the Board cancel the taxes for the years 2012 and 2013 by adoption of a Resolution.

#### **BUDGETARY IMPACT:**

Indirect staff cost associated with the preparation of this recommendation.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board of County Commissioners, by virtue of Florida Statutes Section 196.28, has full power and authority to cancel and discharge any and all taxes, delinquent or current, on land held or owned by the County for public use.

**IMPLEMENTATION/COORDINATION:**

Upon the Chairman or Vice Chairman's execution of the Resolution, a copy will be sent to the appropriate County officials to accomplish the cancellation of delinquent taxes.

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**Attachments**

Resolution

Parcel information

Aerial view map

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Resolution Number R2014-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO CANCEL TAXES ON A PARCEL OF PROPERTY OWNED BY ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 196.28 and 197.502(7), Florida Statutes, the Board of County Commissioners of Escambia County, Florida, has full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or the State, upon lands heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States for road purposes, defense purposes, recreation, reforestation or other public use; and

WHEREAS, the properties described in the Quitclaim Deed recorded in Official Record Book 6804 at page 354 and the Corrective Quitclaim Deed recorded in Official Record Book 6840 at page 853 of the public records of Escambia County were acquired by Escambia County and will be used for a public stormwater mitigation project (Jones Creek East Stream Restoration); and

WHEREAS, at the time of the acquisition taxes were owed on the property (Tax Account No. 08-0004-546), and the County accepted the property subject to taxes for the current and previous years;

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

- Section 1.** The foregoing recitals are true and correct and incorporated herein by reference.
- Section 2.** Taxes for the current and previous years in the face amounts shown below (and accrued interest, if any) are hereby cancelled:

**Tax Account No. 08-0004-546**

Taxes for 2012 (Certificate No. 4369)

\$213.67

- Section 3.** Upon receipt of a certified copy of this resolution, the proper officials are authorized, empowered and directed to make appropriate entries upon the records to accomplish the cancellation and discharge of any and all liens for taxes, delinquent or current, held or owned by Escambia County upon the properties.

**Section 4.** This Resolution shall be effective upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

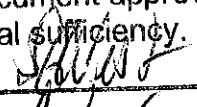
\_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

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

This document approved as to form  
and legal sufficiency.

By   
Title David L. County Attorney  
Date Feb 4 2014

Source: Escambia County Property Appraiser

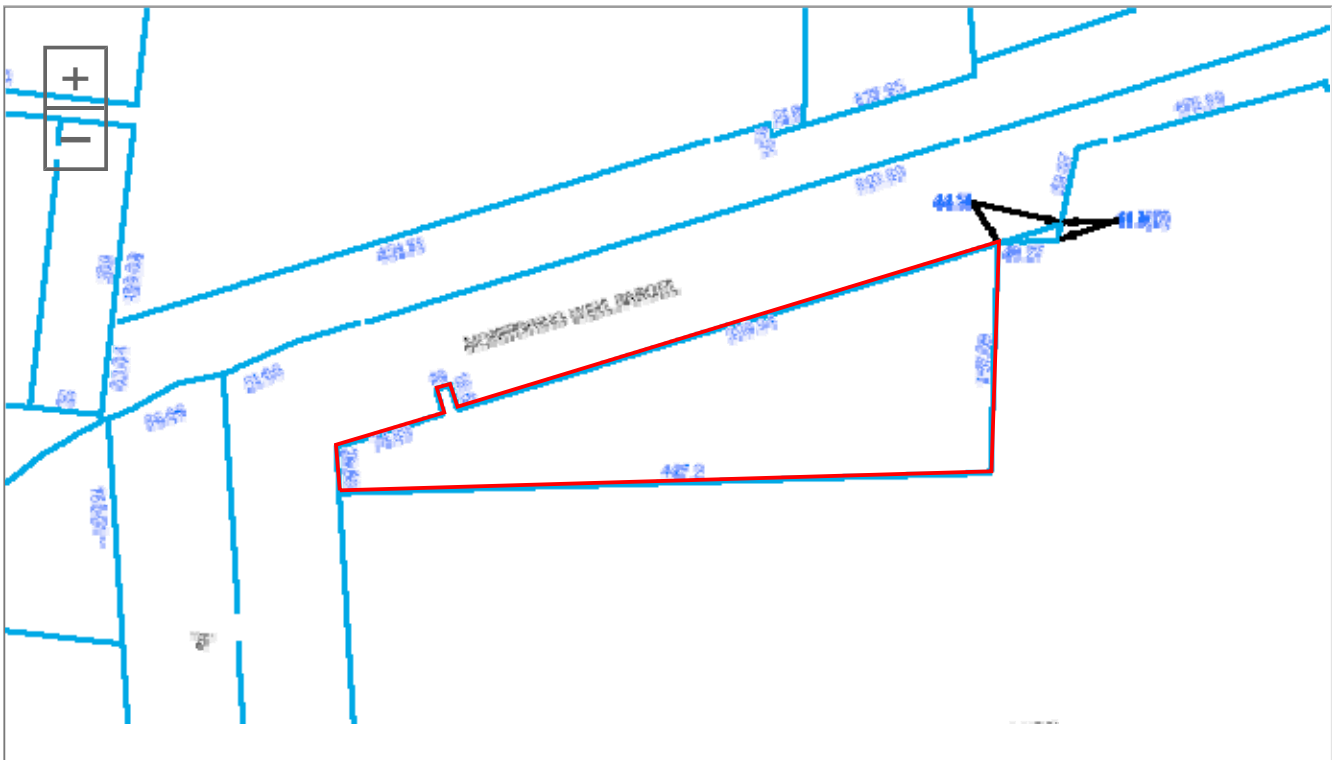

 Navigate Mode ☒ Account ☐ Reference

[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 502S301000026001 <b>Account:</b> 080004546 <b>Owners:</b> ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS <b>Mail:</b> 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 <b>Situs:</b> <b>Use Code:</b> VACANT COMMERCIAL <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	<b>2012 Certified Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$13,822 <hr/> <b>Total:</b> \$13,822 <a href="#">Save Our Homes:</a> \$0  <a href="#">Disclaimer</a> <hr/> <a href="#">Amendment 1 Calculations</a>
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<b>Sales Data</b>						<b>2012 Certified Roll Exemptions</b>	
						None	
<b>Sale Date</b>						<b>Legal Description</b>	
<b>Book</b>						BEG NW COR OF GOVT LT 1 SEC 52 S 87 DEG 29 MIN 28	
<b>Page</b>						SEC E ALG NLY LI OF GOVT LT 1 342 18/100 FT TO W R/W	
<b>Value</b>						LI OF OLD...	
<b>Type</b>							
						<b>Extra Features</b>	
						None	
<b>Official Records (New Window)</b>							
<a href="#">View Instr</a>							
<a href="#">View Instr</a>							
Official Records Inquiry courtesy of Pam Childers							
Escambia County Clerk of the Circuit Court and							
Comptroller							

**Parcel Information**  
**Section Map Id:**  
[CA206](#)  
**Approx. Acreage:**  
 0.9800  
**Zoned:**  
 C-1  
**Evacuation & Flood Information**  
[Open Report](#)

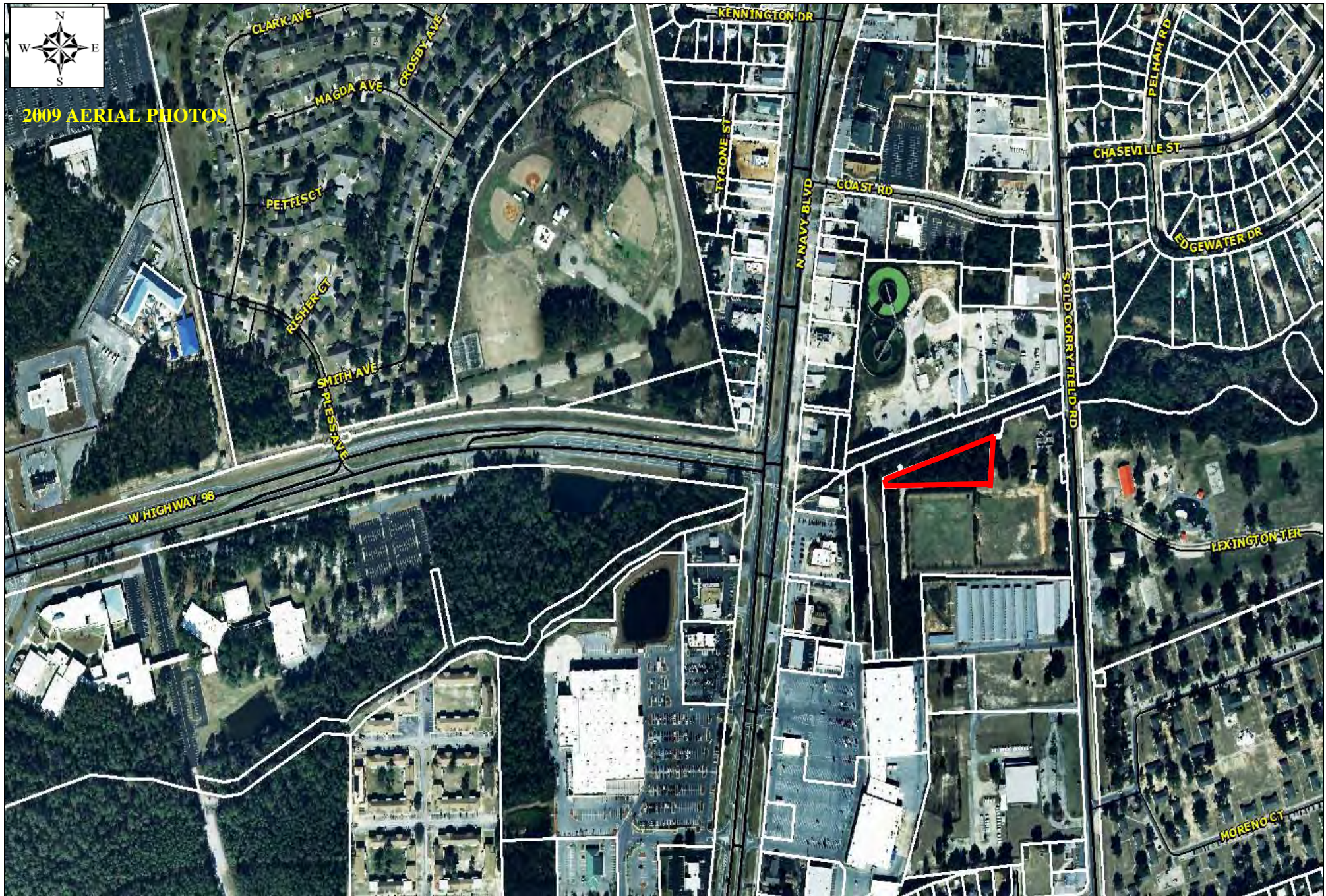


<b>Buildings</b>
<u>Images</u>
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



# JONES CREEK EAST STREAM RESTORATION PROJECT



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 01/24/14 DISTRICT 2



County Parcel / Tax Account No. 08-0004-546 /  
Parcel Reference Number 50-2S-30-1000-026-001





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5712

County Administrator's Report 10. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Approval of Miscellaneous Appropriations Agreement with Gulf Coast African-American Chamber of Commerce, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Gulf Coast African-American Chamber of Commerce, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Gulf Coast African-American Chamber of Commerce, Inc.:

- A. Approve the State of Florida, County of Escambia, Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast African-American Chamber of Commerce, Inc., in the amount of \$40,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58201;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the approval of the necessary Purchase Order.

#### **BACKGROUND:**

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

#### **BUDGETARY IMPACT:**

Funds are available in the Fiscal Year 2013/2014 Budget.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has reviewed the agreement.

#### **PERSONNEL:**

N/A



**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of Miscellaneous Appropriations Agreements is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

GCAAC Agreement

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
GULF COAST AFRICAN-AMERICAN CHAMBER OF COMMERCE, INC.**

**THIS AGREEMENT** is made and entered into this 18th day of February 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Gulf Coast African-American Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 14 West Jordan Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-3681641 (hereinafter referred to as the "Recipient").

**WITNESSETH:**

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

**WHEREAS**, the Recipient serves the citizens of Escambia County by providing business and industry recruitment services to the County resulting in the economic betterment of the County's residents; and

**WHEREAS**, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

**WHEREAS**, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

**WHEREAS**, given that, the County has appropriated from the County's Economic Development Fund for the County's current Fiscal Year 2013/14(October 1 through September 30), the sum of \$40,000.00 to conduct the program generally described as:

Gulf Coast African-American Chamber of Commerce, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

**WHEREAS**, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

**NOW, THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

**Section 1.** The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

**Section 2.** This Agreement shall be considered to have become effective on the 18th day of February, 2014, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

**Section 3.** The County agrees to pay the recipient the sum of \$40,000.00 to be matched by revenue sources from other than local government revenues for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

**Section 4.** Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

**Section 5.** The Recipient agrees to provide the County with a quarterly narrative progress report on the program described in Exhibit "A". Such reports will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

**Section 6.** The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

**Section 7.** The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

**Section 8.** This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

**IN WITNESS WHEREOF** the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

**BCC APPROVED:** \_\_\_\_\_

**GULF COAST AFRICAN-AMERICAN CHAMBER OF COMMERCE, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

This document approved as to form and legal sufficiency.

By: K. May

Title: PCA

Date: 2/10/14



**EXHIBIT "A"**

**2013/2014 MISCELLANEOUS APPROPRIATIONS**

NAME OF ORGANIZATION Gulf Coast African-American Chamber of Commerce, Inc.

**APPROVED BUDGET**

SALARIES AND BENEFITS .....\$ 16,500.00

SUPPLIES .....\$ 1,200.00

TRAVEL.....\$ \_\_\_\_\_

UTILITIES.....\$ \_\_\_\_\_

EQUIPMENT (Unit Cost \$1,000 or more) .....\$ 1,000.00

**OTHER RECURRING COSTS:**

Advertising .....\$ 6,000.00

Accounting/Legal .....\$ 2,500.00

Rent .....\$ 2,820.00

Post Office Box .....\$ 444.00

Phone & Internet .....\$ 1,440.00

Postage .....\$ 596.00

Programs .....\$ 5,500.00

Software .....\$ 2,000.00

**TOTAL OTHER RECURRING COSTS** .....\$ 21,300.00

**OTHER NON-RECURRING COSTS**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL OTHER NON-RECURRING COSTS** .....\$ \_\_\_\_\_

**GRAND TOTAL**.....\$ 40,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

**GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE**

## **Vision**

The vision of the Gulf Coast African American Chamber of Commerce is to be the beacon for African-American businesses and other small and minority business enterprises for economic development, business development, and wealth creation and distribution along the Gulf Coast.

## **Mission**

To serve as an advocate and the conscience of the African American & Minority Business community, promoting and assisting in procurement opportunities, business development and strategy, increasing operating capacity and other economic assets, while striving to ensure economic fairness for all.

## **Goals**

- Increase Membership
- Transparency
- Promote Private & Public Diversity in the City of Pensacola, and Escambia County Florida through collaborative partnership/network
- Mentoring our youth
- Business and Strategic Development
- Promote Tourism to Greater Pensacola/Escambia County FL/Northwest Florida

## **EXHIBIT “B”**

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs have been submitted for all monthly payments. The only exception to this is your first payment in February, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced.

Checks are issued weekly. Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5714

County Administrator's Report 10. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/18/2014

Issue: Federal Lobbyist Contract Extension

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning Federal Lobbying Services for Escambia County - Larry M. Newsom, Interim County Administrator

That the Board approve the Amendment of Agreement Relating to Professional Lobbyist Services (PD 10-11.001), with Alcade & Faye, LTD, with the same terms and conditions as agreed to in Solicitation PD 10-11.001, Federal Lobbying Services.

For information only, on November 15, 2012, the Board voted to transfer the remainder of the contract, PD 10-11.001, from MWW (Marion Turner) to Alcade & Faye, LTD (Marion Turner).

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

#### **BACKGROUND:**

On March 2, 2014, the Federal Lobbying Services Solicitation PD 10-11.001 will expire. A 90-day extension with Alcade and Fay, LTD, will allow time for a new Request for Proposals for Federal Lobbying Services to be advertised, time for the committee to review the proposals, and bring back a recommendation to the Board for discussion and approval.

#### **BUDGETARY IMPACT:**

Based on PD 10-11.001, a fee of \$6,500 per month will cover all lobbying and advisory services to Escambia County. The total cost for the 90-day extension will be \$19,500 plus reimburseable expenses such as travel and per diem, communication, and copy charges.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, will prepare the 90-day contract extension and work with Marion Turner, Alcade and Faye, LTD, to formalize the agreement.

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Kristen Hual, Assistant County Attorney, will formalize the 90-day contract extension with Marion Turner, Alcade and Faye, LTD, and the County Administrator's Office will prepare a change-order to the existing Purchase Order.

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**Attachments**

Amendment of Agreement

MWW\_Alcade and Faye, LTD

Minutes 11\_15\_12 BCC Meeting

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**AMENDMENT OF AGREEMENT RELATING  
TO PROFESSIONAL LOBBYIST SERVICES (PD 10-11.001)**

**THIS AMENDMENT** is made and entered into this day \_\_\_\_ of \_\_\_\_\_, 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida, and Alcalde & Fay, Ltd., Inc., each at times being referred to as "Party" or "Parties".

**WITNESSETH:**

**WHEREAS**, on March 3, 2011, the County entered into an agreement for professional lobbyist services (PD 10-11.001) with MWW Group, Inc., which was subsequently assigned by mutual consent to Alcalde & Fay, Ltd., Inc. ("Consultant"); and

**WHEREAS**, the Parties have agreed to extend the term of the Agreement for an additional ninety (90) days as provided herein; and

**WHEREAS**, as a result of said extension, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Paragraph 2 of the Agreement is amended to read:
  2. Term. Consultant agrees to provide professional lobbyist representation to the County, as an independent contractor, for a term of one year, commencing on March 3, 2011, and ending on March 3, 2012, with two (2) automatic one (1) year renewal periods unless either party notifies the other, in writing, at least sixty (60) days prior to the expiration of the term of its intent not to renew. Prior to the expiration of the last automatic renewal period, the contract may be extended for an additional ninety (90) days upon the mutual agreement of the parties.
3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the date last executed by the Parties.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate



that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

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

By: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency,

By/Title: Kathleen A. A. A.  
Date: 2/11/14

Consultant: **ALCALDE & FAY, LTD., INC.,**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: Corporate Secretary

\_\_\_\_\_

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

(CORPORATE SEAL)

## **AGREEMENT FOR LOBBYIST SERVICES**

**THIS AGREEMENT** is made this 3rd day of March, 2011 by and between The MWW Group, Inc. (hereinafter referred to as "Consultant"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose mailing address is 700 13<sup>th</sup> Street NW, 10<sup>th</sup> floor, Washington DC 20005 and whose principal address is 1 Meadowlands Plaza, East Rutherford, NJ 07073, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502.

### **WITNESSETH:**

**WHEREAS**, Consultant is a government relations firm representing clients before the United States Congress, congressional committees, federal officials and administrative agencies, and other applicable regulatory bodies; and

**WHEREAS**, the County is in need of representation by a professional government relations firm for the purpose of advancing its financial and programmatic needs at the federal level of government.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. Consultant agrees to provide professional lobbyist representation to the County, as an independent contractor, for a term of one year, commencing on March 3, 2011, and ending on March 3, 2012, with two (2) automatic one (1) year renewal periods unless either party notifies the other, in writing, at least sixty (60) days prior to the expiration of the term of its intent not to renew.

3. Scope of Services. Consultant agrees to provide professional federal lobbyist services where such representation is needed by County, such services including, but not limited to, the scope of services attached hereto as Exhibit "A," and as provided in correspondence from the Consultant dated January 17, 2011, and January 31, 2011, attached hereto as composite Exhibit "B". In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.

Consultant agrees to direct questions regarding the County's needed services to the County Administrator or County Attorney unless otherwise directed by these individuals. Consultant agrees to use its best efforts in its representation of County. County understands that Consultant cannot guarantee certain results will be obtained.

4. Compensation. In exchange for Consultant performing professional lobbyist services, the County agrees to pay Consultant an annual retainer fee of Seventy Eight Thousand (\$78,000.00) Dollars. The retainer fee shall be paid in twelve monthly payments of Six Thousand Five Hundred (\$6,500.00) Dollars.

The County agrees to pay Consultant up to Six Thousand (\$6,000.00) Dollars for all travel expenses, which shall be reimbursable if pre-approved by the County Administrator or County Attorney. Consultant agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Consultant's records regarding reimbursable travel expenses upon reasonable notice.

The Parties agree annual fees and expenses for lobbyist services provided under this Agreement shall not exceed a maximum total of Eighty Four Thousand (\$84,000.00) Dollars.

5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 90 days written notice to the other party. Either party may terminate this Agreement for breach of any provision contained herein upon 30 days notice to the other party.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in Paragraph 7 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. Consultant shall procure and maintain, at its sole expense during the term of this Agreement, Worker's Compensation Insurance with limits are required by state law as well as a commercial umbrella general liability insurance with a minimum amount of \$1,000,000.

Consultant's insurance shall be written by a company or companies licensed to do business in the State of Florida. Prior to commencing any work under this Agreement,

certificates evidencing the maintenance of said insurance shall be furnished to the County.

Consultant agrees to make no changes to coverage without notice to County and shall not permit the coverage to expire, be cancelled or not be renewed due to an act or omission by Consultant.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: The MWW Group, Inc.  
Attention: Marilyn A. Berry Thompson  
700 13<sup>th</sup> Street, 10<sup>th</sup> floor  
Washington, D.C. 20005

To: County  
Attention: County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

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

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by board action on the 3rd day of March, 2011, and The MWW Group, Inc., signing by and through its President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACA

Date: 3/10/11

**COUNTY:**

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

[Signature]

Kevin W. White, Chairman

**ATTEST:** ERNIE LEE MAGAHA

Clerk of the Circuit Court

BCC Approved: 3/3/2011



By: [Signature]  
Deputy Clerk

**CONSULTANT: The MWW Group, Inc.**

[Signature]

By: Michael Kempner, President

**ATTEST:**

By: [Signature]  
Corporate Secretary

(SEAL)



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The MWW Group, Inc. (hereinafter referred to as "the Consultant") will represent the Escambia County Board of County Commissioners (County) before the United States Congress, including its committees, and agencies beginning in calendar year 2011. The goal of such representation will be to secure legislation and funding for programs and projects that have been identified by the County as priorities.

#### **Responsibilities:**

Explicit responsibilities of the Consultant shall include:

1. The Consultant will communicate and provide a monthly progress report to the County Administrator or designated staff, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist in advancing the County's efforts. Consultant will also alert the County at the earliest time of pending appropriations or actions that will impact the County and its funding posture.
2. To the highest degree possible, the Consultant will represent the County's interest in securing federal assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in numerous areas, including, but not limited to, the policy or project request(s) outlined herein.
3. The Consultant shall advocate positions before the United States Congress, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures; in particular the following:
  - a. Transportation Funding Alternatives
  - b. Economic Development Incentives
  - c. Transit
  - d. Health Insurance
  - e. Other (e.g. grants and/or Oil Spill related issues)

#### **Revisions:**

The County may suggest revisions to this Scope of Services highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.

#### **Specific Performance:**

Specific activities and deliverables by/from the Consultant shall include the following:

1. Interact with Federal Agencies and key Executive Branch policy and program decision-makers to advocate the needs of the County.



2. Interact with members of Escambia County's Congressional Delegation to advocate the needs of the County.
3. Attend congressional meetings, when necessary.
4. Provide the County, through the County Administrator or designated staff, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.
5. Provide the County, through the County Administrator or designated staff, with a monthly progress report and summary of legislative activities on behalf of the County.
6. Interact with local government federal advocacy groups, attend regularly scheduled meetings, and report pertinent discussion and action items.
7. Travel to Escambia County, as necessary, to consult with County staff and the Board of County Commissioners in the development, review, and follow-up of appropriation issues.
8. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.
9. If possible identify criteria for eligibility, which may include replacing or modifying existing request.
10. Monitor legislation and forward pertinent information to the County Administrator or designated staff on a weekly basis.
11. Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a particular project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.
12. Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.
13. The Consultant's goal shall be to secure funding for priority projects identified by the County, with the support and assistance of County staff and the Board of County Commissioners, and facilitated by Consultant's vital connections with appropriate federal agencies, elected officials and staff.

January 31, 2011

Claudia Simmons  
CPPO Manager  
Office of Purchasing  
Escambia County Board of Commissioners  
213 Palafox Place, 2<sup>nd</sup> Floor  
Pensacola, FL 32502

Re: Proposed Fee Structure for Federal Lobbying Services

Dear Ms. Simmons and Selection Committee Members,

MWW Group was honored that you ranked us #1 in the selection of a firm to perform Federal Lobbying Services for Escambia County, Florida. Enclosed you will find the Proposed Fee Structure based upon our discussion from January 28, 2011.

MWW Group shall provide Federal Lobbying Services to Escambia County for a retainer fee of **\$78,000.00 per year**, and to be paid in twelve (12) equal monthly installments of \$6,500.00 per month.

The retainer fee shall include Federal Lobbying Services as defined in the Agreement, one initial meeting by MWW personnel with County Officials in Pensacola, Florida to define requirements, and one additional meeting in Pensacola, Florida within a 12-month period, if determined to be necessary by both Escambia County and MWW Group.

Capped at **\$6,000 per year**, MWW Group shall be reimbursed for appropriate expenses involved with providing services to Escambia County, upon the submission of acceptable documentation.

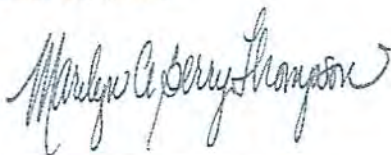
The proposed reimbursement structure includes:

- Escambia County shall reimburse MWW Group for expenses incurred by County officials for travel related/meeting/transportation/food/entertainment/logistics, and those expenses incurred by MWW Group associated with a meeting in Washington, D.C. or other required location. Reimbursements to be paid by the County according to GSA schedule for food/per diem/fare/no alcohol/etc.
- If Escambia County requests a third visit (or more) by MWW personnel within a 12-month period, Escambia County shall reimburse MWW Group for such consultation visit(s) in Pensacola, Florida for MWW personnel to consult in-depth with County officials and/or present to Escambia County authorities and entities.

These expenses shall be submitted to you on a monthly basis and payable within thirty (30) days upon receipt.

After one year of service (12 months into the Finalized Agreement), both Escambia County and MWW Group reserve the right to request a renegotiation of appropriate expense costs.

Sincerely yours,



Marilyn A. Berry Thompson  
Executive Vice President and General Manager of the Washington, D.C. Office

**NOTE:** These remain negotiable components of the fee proposal, should Escambia County want to utilize alternative approaches and/or set other limits.

## **2. Assistance with Agencies? Introduction to key persons and contacts.**

MWW Group will put in place a highly-focused, tailored agenda working with the appropriate Escambia County officials to expand and enhance the work of the County at the federal level. MWW Group, under the leadership of Marilyn Berry Thompson, General Manager and Executive Vice President, and in conjunction with Vice President Ellen S. Smith, who leads our Executive Branch, Federal Agency Strategies and Grant Information Service will develop an agency by agency-by-agency plan for enhancing Escambia County's grant opportunities and federal agency presence in Washington, D.C.

- Our work will be highly focused and targeted through an Executive Branch and Federal Agency Strategy.
- MWW's team takes a strategic approach to working with the agencies. All of our staff tracks federal agency budgets in the legislative arena on a regular basis. In addition, we work closely and directly with the agencies both through our Vice President for Federal Agency, Executive Branch and Grant Advocacy and Information Sources and by tracking the Agency budgets from the moment they are introduced to the Congress and constituents all throughout their Capitol Hill work. In addition, we work with coalitions of relevance to make certain that the highest amount of funding possible is available.
- On a regular basis, MWW Group identifies grant opportunities for the County. Once the county decides to submit a grant, our team facilitates support through targeted grant advocacy, facilitation of new opportunities and engagement with the agency when appropriate.
  - For example, one County was concerned about the need to obtain an immediate indirect cost rate to receive a grant they were awarded under the American Recovery and Reinvestment Act (ARRA). MWW Group worked with the grant managers at the agency to determine how the county could receive the grant during the time frame allowed. Agency staff spoke with the county and worked out a method for the short-term and for the long-term. Funds were delivered to the county.
  - In another case, a city was applying for a new fire station. MWW Group contacted the city's U.S. Senators and House Representatives for letters of support for the grant.
- We have selected some representative agencies with which you may want to collaborate closely in Washington, D.C. and indicated selected key contacts of ours at each agency. Working with the county, we will also identify additional agencies that match your priorities.

### **Department of Transportation**

- Meet with Polly Trottenberg, Assistant Secretary for Transportation Policy, to discuss funding opportunities for county roads, bridges, etc.

- Meet with Peter Rogoff, Federal Transit Administration (FTA) Administrator, to discuss formula and discretionary programs to support a variety of locally planned, constructed, and operated public transportation systems.

#### Environmental Protection Agency

- Meet with Denise Keehner, Director of the Office of Wetlands, Oceans and Watersheds, to discuss oil spill cleanup, among other county priorities.
- Meet with Peter Silva, Assistant Administrator in the Office of Water, to discuss funding opportunities in terms of water issues.

#### Department of Homeland Security

- Federal Emergency Management Agency
  - Meet with Administrator Fugate and Assistant Administrator and head of Grants Directorate Elizabeth Harman
- Meet with U.S. Coast Guard staff to discuss opportunities for oil spill cleanup and establishing a training center in Escambia County.

#### Department of Housing and Urban Development

- Potential opportunities through Choice Neighborhoods, sponsored by HUD, which challenges local governments to include both public and private partners, as well as other not-for-profit partners.
  - If advanced through the appropriations process, grants will be available on a one year competitive basis
- Potential opportunities with Community Development Block Grant Program (CDBG)
  - Disaster Recovery Assistance
  - Brownfields Economic Development
  - Rural Housing Initiatives
- Meet with Shelley Poitcha, Director of the Office of Sustainable Housing and Communities
- Meet with Jessie Handforth Kome in the Office of Block Grant Assistance to discuss county opportunities through block grants.

#### Department of Labor

- Working with the county, we would identify areas of interest related to the Department of Labor,
- MWW Group will notify the county of upcoming grant opportunities.
- Our team will set up meetings with the Leadership of the Employment and Training Administration such as Assistant Secretary Jane Oates and Deputy Assistant Secretary Barbara DesMarteau.
- Because the Workforce Investment Act will be reauthorized in the coming year, Escambia County will be able to detail “new ideas” and concerns of relevance to the County to the leadership and their policy individuals.

#### Economic Development Administration

- Working with both the local and regional economic development entities and the Department of Commerce’s EDA, we believe that there are opportunities to maximize funding from EDA in the areas of Global Climate Change Mitigation, Public Works, Economic Adjustment Assistance and local Technical Assistance.

- Arrange meeting with the Assistant Secretary for Economic Development John Fernandez and Deputy Assistant Secretary Brian McGowan.

#### Department of Energy

- Florida has two areas designated for “clean cities” initiatives but none near Escambia County.
  - Gold Coast Clean Cities and Space Coast are the Florida Clean Cities Initiatives
  - Perhaps Escambia could work with local cities to establish a clean city initiative to reduce greenhouse gases.
  - Meet with Dennis Smith, Director of the Clean Cities Initiative and his co-director Linda Bluestein.
- Meet with Claire Johnson, program manager in the Office of Weatherization and intergovernmental programs.

#### Department of Defense

- Identify programs and projects from the Secretary of the Navy and from the DOD Centrally that may serve as partnership opportunities for the county
- Meet with Secretary of the Navy Raymond Mabus
- Meet with Joint Chiefs Chief of Naval Operations Admiral Roughead

#### Department of Education

- Florida is a Race to the Top State and has received substantial funds to develop new models of education and success.
- We can work with the County to meet with the leadership at the Department handling innovative activities-Deputy Assistant Secretary Jim Shelton and his team to determine whether there are additional opportunities.
- With the MWW legislative team a demonstration project may be developed and potentially included in the reauthorization of the Elementary and Secondary Act.

#### Other Sample Opportunities for Escambia County

The Community Development Financial Institutions Fund has a series of initiatives that may be of relevance to Escambia County:

- There is a new loan initiative through the Small Business Administration (SBA) through CDFI which assists in expanding capital for small businesses and entrepreneurs in underserved communities.
  - Lower-dollar loans will be provided through this program
  - The two new loan initiatives are the Small Loan Advantage and Community Advantage programs
  - They are aimed at increasing the number of SBA 7 (a) loans
- The CDFI Capital Magnet Fund (CMF)
  - The goal of the trust fund is to develop a competitive grant program
  - Funds must be used for development, preservation, rehabilitation and purchase of affordable housing for primarily extremely low, very low and low income families
  - Funds may also be used for Economic development activities or community service activities (day care, work force development centers and health care clinics).

The Housing and Urban Development Capital Fund for Education and Community Facilities Program (CFCF) has extended their deadline to February 3, 2011.

- A total of \$35 million is available and 12 awards of \$5 million each will be given out.
- Funds are for facilities for early childhood education, adult education, and/or job training for public housing residents

### **3. Extent of follow-up with Agencies.**

MWW Group believes that Escambia County's Federal Agency Strategies should be more than just follow-up, but a continuum year-round. The reasons include:

- Building awareness about the County to federal agency officials that will lead to new and creative opportunities
- Broadening participation among potential federal agency partners

As Escambia County develops its annual federal strategy plan, there is a series of Federal Agency activities in which County leaders are strongly encouraged to engage. Part of the strategy in 2011 will be to develop a road map for ways in which the County can interact directly with the Federal Government, in order to put the County in the best position to garner additional resources. In addition, MWW Group will assist the County with special services related to grant opportunities and a grant advocacy strategy.

#### **Suggested Federal Agency Strategies to Undertake**

##### ***Development of County Strategies:***

To make certain that all of Escambia County's goals and concerns are addressed, we suggest that the Federal Agency and Executive Branch Plan, on which we will work with county officials, be an enhanced part of a larger strategic agenda. As such, MWW Group recommends the:

- Development of a Federal Agency and Executive Branch strategic plan that focuses on goals of the Escambia County Board of County Commissioners and the Chief Administrative Officer as part of the County's overall Federal Agenda.
  - Identify the key Federal Programs with which Escambia County currently engages.
  - Identify additional Federal programs that Escambia County would like to pursue.
  - Create new ways for future agency work at the county level by identifying programs and areas of interest.
- Determine Federal Agency visit plan
  - Detail the key leadership for meetings in the Agencies
  - After an Executive Branch and Agency plan is developed we will work with the county to determine whether there are budget areas that ought to be expanded or tweaked to be more favorable to the county both in Presidential budgets and in the Congress.



### *Federal Agency Visits*

MWW Group firmly believes that Federal Agency visits during the course of a year will better position Escambia County for the budget years ongoing and upcoming. It is our recommendation that Members of the Board of County Commissioners make visits to Washington, D.C. at least twice a year to meet with key agency leadership – through our team's assistance.

Once Escambia County has worked with MWW Group to identify the key Agencies and grants of interest, we will identify grant opportunities and new potential areas of interest for the County.

### *Key Agency-Related Documents for County Officials*

- We prepare frequent briefings for you on key federal funding and regulatory developments and opportunities targeted specifically to your interests and packaged together under our well established grant categories.
- After a thorough and detailed analysis of federal rules and regulations, agency initiatives and program plans, we also advise you of any potential funding opportunities or grant competitions which are mandated, upcoming, and may impact you. We tap a broad range of information services.
- Upon submission of a key grant proposal, we conduct a grant advocacy campaign with Members of the Congressional Delegation, requesting letters of support and following up with them as well as with the federal agency. MWW Group also provides supportive services by working with these agencies for program advocacy.
  - Grant Advocacy is conducted only at the behest of the County and for grants of key significance to the County.
  - For all grants, we can track timing of the opportunities, the evaluations and next steps.

As previously noted in our response to question #2, our team at MWW Group maintains strong relationships with top officials at key agencies which impact Escambia County. After the County's initial meetings with Agency officials, MWW Group will work with Escambia County submit thank you letters to those with whom you met. In addition, MWW will follow-up with those agency officials on a regular basis to keep Escambia County's priorities at the forefront to be addressed at the Agency level.

In addition, we work closely with targeted agencies to track grant applications and to make certain that our clients secure meetings with all the relevant individuals prior to submission of a grant application (and the cone of silence begins). Our team also keeps in contact with agency officials after grant submission to discuss timing of awards and other general information.

#### 4. What Annual Performance Measures would you expect us as your Client to evaluate you on?

Clearly, the full range of federal funding options and solutions to Escambia County's needs is changing. As we all know, past judgment of success of local government consultants has often been primarily based on "how many earmarks did we get and how much."

MWW Group's approach, however, has always been one of providing comprehensive services; services highlighting in-depth approach to federal funding strategies involving the Executive Branch and Federal Agencies, from grants to the shaping of federal policies from their initial development through the critical regulatory implementation process; as well as the utilization of federal legislation ranging from the critical shaping of original federal authorization legislation to the implementing appropriations legislation, to budget and tax provisions actions.

Accordingly, and especially in this evolving federal arena, we believe that success can be measured in the following ways:

*Effective Interaction with Federal Agencies and Key Executive Branch Policy and Program Decision-Makers* – Escambia County should measure success based on the consultant's ability to effectively engage and interact with Federal Agency officials on a regular basis to advocate the needs of the County. Some outcomes in this arena are at least somewhat measurable, others may have to be more subjectively judged and determined.

The County should be able to assess MWW Group's effectiveness in bringing their relationships and substantive programmatic and policy expertise to bear in and on the following:

- Resolving County issues with federal agencies and federal policy, whether it involves the resolution of regulatory hurdles, clarifying legislative intent or regulatory interpretations, or other problem-solving tasks.
  - MWW Group should be able to demonstrate specific examples of its role in achieving or facilitating the achievement of actions that directly benefit Escambia County directly or generically.
- Development of a Well-Structured, Well-Organized Federal Agency-by-Agency Plan for the County that results in incremental funding opportunities and options for the County.
- Enhancing and Building an even Stronger County-Federal Agency/Executive Branch Communications, Access and Funding Network that will create a base of relationships and options on which the County can build on, not only immediately, but for the long-term.

*Effective Interaction with Escambia County's Congressional Delegation* – Success should be measured based on the consultant's ability to interact regularly and in an expedited manner with the Members of the County's Congressional Delegation with regard to legislative and policy changes affecting Escambia County. Examples include advocating for legislative proposals and administration policies that benefit Escambia County or against proposals and policies that would harm the County. Additional interaction would include bringing the delegation's attention to important events in the County and securing Member

and/or staff attendance at specified events and bringing other issues, positive or negative, to the delegation's attention.

*Effective Interaction with Local Government Advocacy Groups* – The Consultant shall adequately demonstrate their relationships with local government federal advocacy groups, including but not limited to: the National Association of Counties; the US Conference of Mayors; the National League of Cities; the National Governors Association; and National Conference of State Legislatures. The consultant shall attend regularly scheduled meetings at these associations and provide regular reports on the discussion and action items.

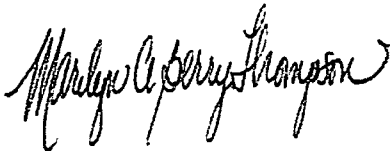
*Protection/Preservation of Local Government Formula Funding Sources* – In the current climate of reduced Federal spending, the consultant shall be judged on their ability to maintain or increase current federal funding sources (e.g. CDBG, HOME and Homeless, Bus and Bus Facilities, EECBG, etc.) that come by formula to Escambia County. The consultant shall participate, and when appropriate, organize advocacy coalitions related to these funding sources to protect them from budget cuts.

*Securing County-specific Grant and Appropriation funding* – The consultant shall work with County officials to determine a targeted list of initiatives for which to pursue Federal Grants and submit as appropriation and authorization requests to Senator Nelson and other potential delegation members. For competitive grant campaigns, the Consultant shall initiate grant advocacy campaigns with the Members of the County's Congressional Delegation whereby they lobby agency staff in support of the County's application. For Congressional appropriations and authorization legislation, the Consultant shall work with the submitting Member's office to alert them to milestones in the bill development process whereby they can lobby the respective committee to fund their request.

Our team is eager to work on behalf of Escambia County to achieve your goals at the federal level. We stand ready to begin working on your behalf. Please let me know if you have any additional questions for us.

We look forward to your response, and thank you for your strong consideration of MWW Group to provide Federal Lobbying Services to Escambia County.

Sincerely,



Marilyn Berry Thompson  
General Manager and Executive Vice President

## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

### REGULAR BCC AGENDA – Continued

#### 16. C/W Recommendation ➤

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving Items A, B, and C, as follows, as recommended by the Committee of the Whole (C/W), at the November 8, 2012, C/W Workshop (Items D and E were held for separate votes):

- A. Approving to direct staff to create, through the County Administrator and the County Attorney, for their recommendation for a subsequent vote, an Advisory Committee to bring forward to the Board, at a future date, a firm proposal on which recommendation (*Ordinance Version*) to proceed with, and a measuring strategy for the County to enforce, relative to updating the Noise Ordinance (*C/W Item 4*);
- B. Approving to move forward to the full Board, for approval (*the recommendation, outlined in the PowerPoint Presentation entitled "Vested Rights Determination," for a proposed Ordinance to: eliminate the Vested Rights Committee; add language to allow the Planning Board to hear vested rights determinations and make the recommendations to the Board of County Commissioners; and waive fees, for documented staff errors, on a case-by-case basis [C/W Item 5]*); and
- C. Approving to direct County staff, if and when the Pensacola City Council approves the inclusion of the City of Pensacola into the County Municipal Services Taxing Unit for Library Services, to move appropriately and immediately for all other actionable items, for consideration at the December 6, 2012, Regular Board Meeting (*C/W Item 7*).
- D. Lobbyist Services

Motion made by Commissioner Robinson, seconded by Commissioner White, and carried 4-1, with Commissioner Young voting "no," approving to transfer the Agreement for Lobbyist Services from the MWW Group, Inc., to the Alcalde & Faye lobbyist firm, in order to retain the County's Lobbyist, Marion Turner, who has transferred from MWW to Alcalde & Faye (*C/W Add-on Item 1*); and



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5715**

**County Administrator's Report 10. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 02/18/2014

**Issue:** Agreement for Lobbyist Services Related to the Deepwater Horizon Oil Spill and RESTORE ACT PD 12-13.009

**From:** Larry Newsom, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act - Larry M. Newsom, Interim County Administrator

That the Board take the following action concerning the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act with SCG Governmental Affairs, LLC:

A. Authorize the third extension to the Agreement for Lobbyist Services for the Deepwater Horizon Oil Spill and RESTORE Act, PD 12-13.009, to SCG Governmental Affairs, LLC (Southern Consulting Group), for a period of 6 months beginning on March 1, 2014, for a fee of \$4,000 per month, per the terms of the Agreement approved on February 21, 2013, with the remaining option to extend for a maximum of 18 months;

B. Approve the renewal of the "Authorization to Represent the Principal" forms for M. Lane Stephens and Mark A. Maxwell with SCG Governmental Affairs, LLC, and their subcontractor William "Bill" Williams with the Lobbying Firm Statecraft, LLC; and

C. Approve and authorize travel expenses not to exceed \$400 per month in accordance with Chapter 112, Florida Statutes.

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

#### **BACKGROUND:**

On February 21, 2013, the Board awarded the Agreement for Lobbyist Services related to the Deepwater Horizon Oil Spill and RESTORE Act PD 12-13.009 to SCG Governmental Affairs, LLC, (Southern Consulting Group) for a period of 6 months, for a fee of \$4,000 per month, with options to extend for a maximum period of 36 months. On March 21, 2013, the Board approved the Authorization to Represent the Principal Forms for M. Lane Stephens, Mark Maxwell, Richard Reeves, and William "Bill" Williams.

On April 16, 2013, SCG Governmental Affairs, LLC, filed a "Lobbyist Change In Formation Form For The Florida Legislature" reflecting that William "Bill" Williams was leaving the Lobbying Firm SCG Governmental Affairs, LLC, and going to the Lobbying Firm of Statecraft, LLC. Mr.

Williams entered into a subcontractor agreement with SCG Governmental Affairs, LLC, and will continue to represent Escambia County along with M. Lane Stephens and Mark Maxwell with SCG Governmental Affairs, LLC.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, prepared the original agreement that the Board approved on February 21, 2013.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Article II, purchases and contracts.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the County Administrator's Office will oversee this contract.

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**Attachments**

SCG Governmental Affairs, LLC and Statecraft, LLC Renewal Forms  
Agreement for Lobbying Services SCG Governmental Affairs, LLC

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6-158  
280

5150

Renewal Form to Lobby the Florida Legislature for Calendar Year 2014

The principal(s) you were registered to lobby for in 2013 are listed below. This Renewal form may be used only by the person whose name is printed on this form. This form shall be used to renew those principals the lobbyist continues to represent before the Florida Legislature. To renew your registration(s) for 2014, submit a completed, notarized Renewal form, indicating the principals to be renewed, with the annual registration fee to the Lobbyist Registration Office.  
The fee is \$50 to renew one principal and \$20 for each additional principal you renew. Make checks payable to the Florida Legislature. Make no changes other than a change to the address and/or phone number of the lobbyist and/or the lobbying firm. You must submit a separate Registration to register for a new principal, to change the name of a principal that is listed below, or to change the name of your lobbying firm.

LOBBYIST:

Mark A. Maxwell  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

Change Address/Phone Number to:

LOBBYING FIRM:

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

Change Address/Phone Number to:

CURRENT PRINCIPAL(S):

College Board, The  
3700 Crestwood Pky  
Duluth GA 30096  
(850) 521-4900

Escambia County Board of County Commissioners  
221 Palatka Place Ste 420  
Pensacola FL 32502

Florida Smart Justice Alliance  
204 S Monroe St Ste 201  
Tallahassee FL 32301-1800  
(850) 577-2632

Renew for 2014?

Yes ( ☒ ) No ( ☐ )

Yes ( ☒ ) No ( ☐ )

Yes ( ☐ ) No ( ☒ )

Continued on Next Page

LEGISLATIVE INFORMATION DIV  
JAN 13 AM 10:11

Mark A. Maxwell  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

CURRENT PRINCIPAL(S):

Florida Virtual School  
445 W Amelia St Ste 301  
Orlando FL 32801  
(407) 513-3417

International Game Fish Association, The  
360 Gulf Stream Way  
Dania Beach FL 33004  
( )

Ryder  
302 Visions Pky  
Adele IA 50003  
(877) 999-6227

Monster Worldwide, Inc  
8280 Greenboro Dr Ste 900  
McLean VA 22102  
(703) 269-4957

Paymentcard Services Inc  
8528 Davis Blvd Ste 134  
Ft Worth TX 76162  
(817) 576-3655

Philote, LLC  
1301 W Colonial  
Orlando FL 32804  
(866) 614-5717

Worldwide Interactive Network  
1000 Waterford Place  
Kingston TN 37763  
(865) 717-2207

CONTINUED ON NEXT PAGE

Review for 20147

Yes ( ☒ ) No ( ☐ )

Yes ( ☒ ) No ( ☐ )

Yes ( ☐ ) No ( ☒ )

Yes ( ☒ ) No ( ☐ )

Yes ( ☒ ) No ( ☐ )

Yes ( ☐ ) No ( ☒ )

Yes ( ☐ ) No ( ☒ )

REGISTRATION DIV

JAN 13 AM 10:11

Mark A. Karmell  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

I do solemnly swear that all the foregoing facts are true and correct to the best of my knowledge and belief.

ORIGINAL Signature of Lobbyist

STATE OF FLORIDA, COUNTY OF

Lea

Sworn to (or affirmed) and subscribed before me this

10th

day of

Dec

Signature of Notary Public

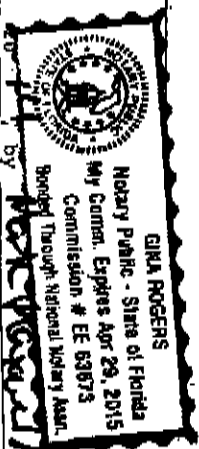
Type, Print or Stamp Name of Notary Public

Gina Rogers

Personally Known

or Produced Identification.

Type of Identification Produced



RECEIVED  
LEGISLATIVE REGISTRATION DIV

14 JAN 13 PM 10:11

10-230

230

Renewal Form to Lobby The Florida Legislature for Calendar Year 2014

The principal(s) you were registered to lobby for in 2013 are listed below. This Renewal form may be used only by the person whose name is printed on this form. This form shall be used to renew those principals the lobbyist continues to represent before The Florida Legislature. To renew your registration(s) for 2014, submit a completed, notarized Renewal form, indicating the principals to be renewed, with the annual registration fee to the Lobbyist Registration Office.

The fee is \$50 to renew one principal and \$20 for each additional principal you renew. Make checks payable to the Florida Legislature. Make no changes other than a change to the address and/or phone number of the lobbyist and/or the lobbying firm. You must submit a separate Registration to register for a new principal, to change the name of a principal that is listed below, or to change the name of your lobbying firm.

LOBBYIST:

M. Lane Stephens  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

Change Address/Phone Number to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LOBBYING FIRM:

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

Change Address/Phone Number to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CURRENT PRINCIPAL(S):

ADESA Florida, LLC  
13085 Hamilton Crossing Blvd #500  
Carmel IN 46032  
(317)815-1100

DriversEd.com  
1956 Webster St Ste 475  
Oakland FL 94612  
(510)433-0660

Escambia County Board of County Commissioners  
221 Palatka Place Ste 420  
Pensacola FL 32502

Renew For 2014?

Yes ( <input checked="" type="checkbox"/> )	No ( <input type="checkbox"/> )
Yes ( <input checked="" type="checkbox"/> )	No ( <input type="checkbox"/> )
Yes ( <input checked="" type="checkbox"/> )	No ( <input type="checkbox"/> )

15 JAN 13 AM 10:11  
LEGISLATIVE INFORMATION DIV

M. Lane Stephens  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

CURRENT PRINCIPAL(S) :

Florida Association of Health Planning Agencies, Inc, The  
431 Oak Ave  
Panama City FL 32401

Florida Smart Justice Alliance  
204 S Monroe St Ste 201  
Tallahassee FL 32301-1800  
(850) 577-3032

International Game Fish Association, The  
300 Gulf Stream Way  
Panama Beach FL 32004

Kudar  
302 Visions Pky  
Adel GA 50003  
(877) 999-6227

Legal Aid Society of the Orange County Bar Association, Inc  
100 E Robinson St  
Orlando FL 32801  
(407) 841-8310

Mahala Auctions, Inc  
170 E Washington St  
Orlando FL 32801-2397  
(407) 656-6200

Monster Worldwide, Inc  
8280 Greenboro Dr Ste 900  
McLean VA 22102  
(703) 269-4957

Nestle Waters North America, Inc  
777 W Putnam Ave  
Greenwich CT 06830  
(610) 530-7301

Renew for 2014?

Yes ( ) No ( )

Yes ( ) No ( )

Yes ( ) No ( )

Yes ( ) No ( )

Yes ( ) No ( )

Yes ( ) No ( )

Yes ( ) No ( )

Yes ( ) No ( )

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 10-13-2010 BY 60324

M. Jane Stephens  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

CURRENT PRINCIPAL(S) :

Paymcard Services Inc  
8528 Davis Blvd Ste 134  
Ft Worth TX 76182  
(817) 576-3655

Philote, LLC  
1301 W Colonial Dr  
Orlando FL 32804  
(866) 614-5717

Renew for 2014?

Yes ( ☒ ) No ( )

Yes ( ) No ( ☒ )

I do solemnly swear that all the foregoing facts are true and correct to the best of my knowledge and belief.

ORIGINAL SIGNATURE OF LOBBYIST

STATE OF FLORIDA, COUNTY OF

Leon

Sworn to (or affirmed) and subscribed before me this

16th

day of

Jan

20

14, by M. Jane Stephens

Signature of Notary Public

Type, Print or Stamp Name of Notary Public

Personally Known

or Produced Identification.

Type of Identification Produced

LEGISLATIVE REGISTRATION DIV

14 JAN 16 AM 10:14



150

Renewal Form to Lobby The Florida Legislature for Calendar Year 2014

The principal(s) you were registered to lobby for in 2013 are listed below. This Renewal form may be used only by the person whose name is printed on this form. This form shall be used to renew those principals the lobbyist continues to represent before The Florida Legislature. To renew your registration(s) for 2014, submit a completed, notarized Renewal form, indicating the principals to be renewed, with the annual registration fee to the Lobbyist Registration Office. The fee is \$50 to renew one principal. Make checks payable to the Florida Legislature. Make no changes other than a change to the address and/or phone number of the lobbyist and/or the lobbying firm. You must submit a separate Registration to register for a new principal, to change the name of a principal that is listed below, or to change the name of your lobbying firm.

LOBBYIST:

William (Bill) Williams  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

Change Address/Phone Number to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_

LOBBYING FIRM:

Statecraft LLC  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 227-6422

Change Address/Phone Number to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_

CURRENT PRINCIPAL(S):

Escambia County Board of County Commissioners  
221 Palatka Place Ste 420  
Pensacola FL 32502  
( ) \_\_\_\_\_

Renew for 2014?

Yes ( ☒ ) No ( )

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LEGISLATIVE INFORMATION DIV

JAN 13 AM 10:11

William (Bill) Williams  
201 S Monroe St Ste 300  
Tallahassee FL 32301  
(850) 513-0004

LEGISLATIVE INFORMATION DIV  
JAN 13 AM 10:11

I do solemnly swear that all the foregoing facts are true and correct to the best of my knowledge and belief.

ORIGINAL SIGNATURE OF LOBBYIST

*William (Bill) Williams*

STATE OF FLORIDA, COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me this 10<sup>th</sup> day of

Jan

20 14, by

Bill Williams

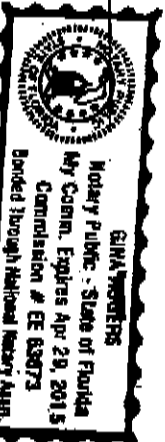
Signature of Notary Public

*Gina Rogers*

Personally Known

or Produced Identification.

Type of Identification Produced



EXECUTIVE BRANCH LOBBYIST REGISTRATION RENEWAL FOR CALENDAR YEAR 2014

Below is a list of the principal(s) for which you were registered during 2013. To renew your registration(s) for 2014, indicate principals to be renewed and enclose \$25 per principal. Make checks payable to E.B.L.R.F.  
This renewal (CE Form 20-R) may be used ONLY BY THE PERSON WHOSE NAME IS PRINTED ON THIS FORM. Make no changes other than a change to your address or phone number. This form shall be used to renew those principals the lobbyist continues to represent before agencies of the Executive Branch. CE Form 20, available from Lobbyist Registration, is still required for adding new principals, changing the name of your lobbying firm or changing any other information required to be disclosed or submitted with the CE Form 20.

Williams, William (Bill)  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)227-6422

Change lobbyist's Address/Phone Number to:

Change lobbying firm's Address/Phone Number to:

CURRENT PRINCIPAL(S):

LOBBYING FIRM(S)

AGENCY

RENEW FOR 2014?

AMOUNT

Board of County Commissioners Escambia County, The  
221 Palatfox Pl Ste 420  
Pensacola, FL 32502  
(850)595-4980

Statcraft LLC  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)227-6422

Yes ☒ No ☐ \$

I do solemnly swear that all the foregoing facts are true and correct to the best of my knowledge and belief.

Original Signature of Lobbyist

STATE OF FLORIDA  
COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me this 10th day of Jan, 2014, by Bill Williams

(Name of Lobbyist)

(Signature of Notary Public - State of Florida)

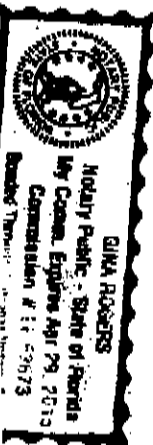
Personally Known OR Produced Identification

Type of Identification Produced:

(Type, Print or Stamp Name of Notary Public)

Return CE Form 20-R To: LOBBYIST REGISTRATION, 111 W. MADISON ST., RM. G-68, TALLAHASSEE, FL 32399-1425

CE Form 20-R  
Effective: 01/01/2013  
Adopted by reference in Rule 34-12.330(2), F.A.C.



1074

EXECUTIVE BRANCH LOBBYIST REGISTRATION RENEWAL FOR CALENDAR YEAR 2014

Below is a list of the principal(s) for which you were registered during 2013. To renew your registration(s) for 2014, indicate principals to be renewed and enclose \$25 per principal. Make checks payable to E.B.L.R.T.F.  
 This renewal (CE Form 20-R) may be used ONLY BY THE PERSON WHOSE NAME IS PRINTED ON THIS FORM. Make no changes other than a change to your address or phone number. This form shall be used to renew those principals the lobbyist continues to represent before agencies of the Executive Branch. CE Form 20, available from Lobbyist Registration, is still required for adding new principals, changing the name of your lobbying firm or changing any other information required to be disclosed or submitted with the CE Form 20.

Stephens, M. Lane  
 SCG Governmental Affairs  
 201 S Monroe St Ste 301  
 Tallahassee, FL 32301  
 (850)513-0004

Change Lobbyist's Address/Phone Number to:

Change lobbying firm's Address/Phone Number to:

CURRENT PRINCIPAL(S):

Board of County Commissioners Escambia County, The  
 221 Palafox Pl Ste 420  
 Pensacola, FL 32502  
 (850)595-4980

DriversEd.com  
 1956 Webster St Ste 475  
 Oakland, CA 94612  
 (510)433-0660

Florida Association of Health Planning Agencies, Inc  
 431 Oak Ave  
 Panama City, FL 32401  
 (850)812-4128

Florida Tarpon Anglers Association  
 5077 Fruitvill Rd Ste 109  
 Sarasota, FL 34232  
 (941)809-0548

Kuder  
 302 Visions Pkwy  
 Adel, IA 50003  
 (877)999-6227

LOBBYING FIRM(S)

SCG Governmental Affairs  
 201 S Monroe St Ste 300  
 Tallahassee, FL 32301  
 (850)513-0004

SCG Governmental Affairs  
 201 S Monroe St Ste 300  
 Tallahassee, FL 32301  
 (850)513-0004

SCG Governmental Affairs  
 201 S Monroe St Ste 300  
 Tallahassee, FL 32301  
 (850)513-0004

SCG Governmental Affairs  
 201 S Monroe St Ste 300  
 Tallahassee, FL 32301  
 (850)513-0004

SCG Governmental Affairs  
 201 S Monroe St Ste 300  
 Tallahassee, FL 32301  
 (850)513-0004

AGENCY RENEW FOR 2014? AMOUNT

Yes ☒ No ☐ \$

Yes ☒ No ☐ \$

Yes ☒ No ☐ \$

Yes ☒ No ☐ \$

Yes ☒ No ☐ \$

Continued on Next Page

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Jan 31 14 03:35p

Stephen, M. Lane  
SCG Governmental Affairs  
201 S Monroe St Ste 301  
Tallahassee, FL 32301  
(850)513-0004

CURRENT PRINCIPAL(S):

Monster Worldwide, Inc  
8280 Greenboro Dr Ste 900  
McLean, VA 22102  
(703)269-4957

Naselle Waters North America Inc  
777 W Putnam Ave  
Greenwich, CT 06830  
(610)530-7301

Paymentcard Services, Inc  
8528 Davis Blvd Ste 134  
Ft Worth, TX 76182  
(817)576-3655

Philote, LLC  
1301 W Colonial Dr  
Orlando, FL 32804  
(866)614-5717

LOBBYING FIRM(S)

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)513-0004

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)513-0004

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)513-0004

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)513-0004

AGENCY RENEW FOR 2014? AMOUNT

Yes ☒ No ☐ \$

Yes ☒ No ☐ \$

Yes ☒ No ☐ \$

Yes ☒ No ☐ \$

I do solemnly swear that all the foregoing facts are true and correct to the best of my knowledge and belief.

Original Signature of Lobbyist

STATE OF FLORIDA  
COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me this

10<sup>th</sup>

day of

Dec

20

by

M Lane Stephen S

(Name of Lobbyist)

(Signature of Notary Public - State of Florida)

Personally Known

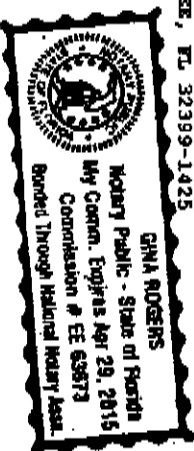
OR Produced Identification

Type of Identification Produced:

(Type, Print or Stamp Name of Notary Public)

Return CE Form 20-R To: LOBBYIST REGISTRATION, 111 N. MADISON ST., RM. G-68, TALLAHASSEE, FL 32399-1425

CE Form 20-R  
Effective: 01/01/2013  
Adopted by reference in Rule 34-12.330(2), F.A.C.



EXECUTIVE BRANCH LOBBYIST REGISTRATION RENEWAL FOR CALENDAR YEAR 2014

Below is a list of the principal(s) for which you were registered during 2013. To renew your registration(s) for 2014, indicate principals to be renewed and enclose \$25 per principal. Make checks payable to E.B.L.R.T.F.  
This renewal (CE Form 20-R) may be used ONLY BY THE PERSON WHOSE NAME IS PRINTED ON THIS FORM. Make no changes other than a change to your address or phone number. This form shall be used to renew those principals the lobbyist continues to represent before agencies of the Executive Branch. CE Form 20, available from Lobbyist Registration, is still required for adding new principals, changing the name of your lobbying firm or changing any other information required to be disclosed or submitted with the CE Form 20.

Maxwell, Mark A.  
SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)513-0004

Change Lobbyist's Address/Phone Number to:

Change Lobbying Firm's Address/Phone Number to:

CURRENT PRINCIPAL(S):

Board of County Commissioners Escambia County, The  
221 Palafox Pl Ste 420  
Pensacola, FL 32502  
(850)595-4980

College Board, The  
37700 Crestwood Pkwy Ste 700  
Duluth, GA 30096  
(850)521-4980

Florida Virtual School  
445 West Amelia St Ste 301  
Orlando, FL 32801  
(407)513-3417

Kuder  
302 Visions Pkwy  
Adel, IA 50003  
(877)999-6227

Monster Worldwide, Inc  
8280 Greenboro Dr Ste 900  
McLean, VA 22102  
(703)269-4957

LOBBYING FIRM(S)

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)513-0004

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)513-0004

SCG Governmental Affairs  
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(850)513-0004

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850)513-0004

AGENCY

RENEW FOR 2014?

AMOUNT

Yes ☒ No ☐

\$ 25

Yes ☒ No ☐

\$ 25

Yes ☒ No ☐

\$ 25

Yes ☒ No ☐

\$ 0

Yes ☒ No ☐

\$ 25

Continued on Next Page

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Jan 31 14 03:35p

Maxwell, Mark A.  
SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850) 513-0004

CURRENT PRINCIPAL(S):

Paymentcard Services, Inc  
8528 Davis Blvd Ste 134  
Ft Worth, TX 76182  
(817) 576-3655

Philote, LLC  
1301 W Colonial Dr  
Orlando, FL 32804  
(866) 614-5717

Worldwide Interactive Network  
1000 Waterford Place  
Kingston, TN 37163  
(865) 717-2207

LOBBYING FIRM(S)

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850) 513-0004

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Tallahassee, FL 32301  
(850) 513-0004

SCG Governmental Affairs  
201 S Monroe St Ste 300  
Tallahassee, FL 32301  
(850) 513-0004

AGENCY

RENEW FOR 2014?

AMOUNT

Yes ( ) No ( )

\$ 25

Yes ( ) No ( )

\$ 0

Yes ( ) No ( )

\$ 0

I do solemnly swear that all the foregoing facts are true and correct to the best of my knowledge and belief.

Original Signature of Lobbyist

STATE OF FLORIDA  
COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me this 10<sup>th</sup> day of Jan, 2014, by Mark Maxwell

(Name of Lobbyist)

Cina Rogers

(Type, Print or Stamp Name of Notary Public)

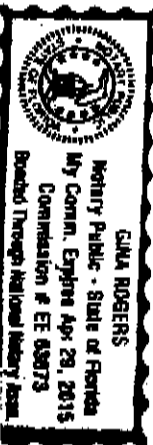
(Signature of Notary Public - State of Florida)

Personally Known OR Produced Identification

Type of Identification Produced:

Return CE Form 20-R to: LOBBYIST REGISTRATION, 111 N. MADISON ST., RM. C-66, TALLAHASSEE, FL 32399-1425

CE Form 20-R  
Effective: 01/01/2013  
Adopted by reference in Rule 34-12.330(2), F.A.C.





2/21/2013 CAP III-2

**AGREEMENT FOR LOBBYIST SERVICES**

**THIS AGREEMENT** is made this 21st day of February, 2013 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and SCG Governmental Affairs, LLC (hereinafter referred to as "Consultant"), a for profit limited liability company authorized to conduct business in the State of Florida, whose Federal Employer Identification Number (FEIN) is 59-3690854 and whose principal address is 201 South Monroe Street, Suite 300, Tallahassee, Florida 32301.

**WITNESSETH:**

**WHEREAS**, on December 17, 2012, the County issued a Request for Proposals (PD 12-13.009) seeking the professional services of a government relations firm to represent the County's interest with regard to any matters relating to the Deepwater Horizon Oil Spill incident, the RESTORE Act, settlement of fines and claims, allocation of restoration funds, and such other issues that may be identified by the County; and

**WHEREAS**, in response to the RFP, Consultant submitted to the County a proposal demonstrating that the Consultant is a government relations firm with the requisite expertise as a professional lobbyist representing clients before the Florida Legislature, including relevant committees, state officials and administrative agencies, and other applicable regulatory bodies; and

**WHEREAS**, the County desires to enter into an agreement with the Consultant for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. Consultant agrees to provide professional lobbyist representation to the County, as an independent contractor, for a term of six (6) months commencing upon Consultant's receipt of a Notice to Proceed from County. Prior to beginning the performance of services under this agreement, Consultant must first receive a written Notice to Proceed.

Upon mutual agreement of the parties, the initial term may be extended for up to five (5) additional six (6) month terms. In no event shall the term of this agreement exceed the duration of 36 months from the date of commencement.

3. Scope of Services. Consultant agrees to provide professional lobbyist services where such representation is requested by County, such services including, but not

Date: 4/10/2013 Verified By: J. Carver

limited to, the scope of services attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

Consultant agrees to direct questions regarding the County's services to the County Administrator or County Attorney unless otherwise directed by these individuals. Consultant agrees to use its best efforts in its representation of County. County understands that Consultant cannot guarantee certain results will be obtained.

Consultant agrees to use Lane Stephens as its primary lobbyist to represent the County. Due to the nature of the services to be provided by these individuals and the Consultant under this Agreement, such services shall not be assignable.

4. Compensation. In exchange for Consultant performing professional lobbyist services, the County agrees to pay Consultant a fee of twenty four thousand (\$24,000.00) dollars for the initial six month term. The fee shall be paid in monthly payments of four thousand (\$4,000.00) dollars inclusive of any travel expenses.

Consultant agrees any reimbursable travel expense requests in excess of the monthly fee of four thousand (\$4,000.00) dollars shall be pre-approved by the County Administrator or County Attorney.

Consultant further agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Consultant's records regarding reimbursable travel expenses upon reasonable notice.

5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. During the term of this Agreement, Consultant shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless

otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: SCG Governmental Affairs, LLC  
Attention: Lane Stephens  
201 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

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

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

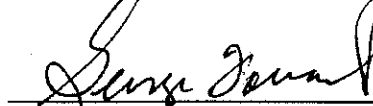
13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and SCG Governmental Affairs, LLC, signing by and through its Managing Partner, duly authorized to execute same.

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



George Touart, Interim County Administrator

Witness: Susan Hendrix

Date: 2-26-13

Witness: Katie MacArthur

This document approved as to form  
and legal sufficiency.

By: 

Title: HCF

Date: 2/7/13

**CONSULTANT:**  
**SCG GOVERNMENTAL AFFAIRS, LLC**



By: Richard Reeves, Managing Partner

Date: 2-12-13

Witness: Dee Meyer

Witness: [Signature]

## **Exhibit A**

### **Scope of Services**

The Consultant shall represent the Escambia County Board of County Commissioners (County) before the Florida State Legislature, including its committees and subcommittees, and related state agencies, with regard to any matters relating to the Deepwater Horizon Oil Spill, and the RESTORE ACT, including, but not limited to, settlement and distribution of fines, claims, and restoration compensation, and any other issues that may be identified as priorities by the County.

#### **Responsibilities:**

Responsibilities of the Consultant shall include:

1. The Consultant will represent the County's interest in securing any and all available funds relating to the Deepwater Horizon Oil Spill and the RESTORE ACT, including, but not limited to, settlement and distribution of fines, claims, and restoration compensation from all potential funding sources.
2. The Consultant will advocate on the County's behalf before the Florida Legislature, including all committees and subcommittees, and related state agencies with regard to securing funding related to the Deepwater Horizon Oil Spill and the RESTORE ACT.
3. The Consultant will facilitate meetings on the County's behalf with state legislators, staff members, and relevant state agency representatives to exchange information and solicit advice on matters related to securing such funding.
4. The Consultant will attend all meetings (including, but not limited to, legislative, state agency, and county meetings) on behalf of the County where relevant issues of importance involving Deepwater Horizon Oil Spill restoration related compensation may be discussed and, when necessary, request attendance of County staff and/or the Commissioner designated by the Chairman for the Northwest Florida Oil Impact Coalition.
5. The Consultant will provide a monthly progress report to the County with regard to all relevant matters related to securing funding.
6. The Consultant will communicate to the County relevant priorities, background information, and data to assist the Consultant in advancing the County's efforts.
7. The Consultant will promptly alert the County of any pending issues that may require Board action in order to facilitate the County's recovery of available funding.
8. The Consultant will communicate directly with the County Administrator and the designated Commissioner on all activities involving Deepwater Horizon Oil Spill restoration related compensation.

9. Travel to Escambia County, when necessary, to meet with the Board and County staff for the development, review, and implementation of Deepwater Horizon Oil Spill restoration related issues. Travel other than the two annual required trips will be reimbursed in accordance with §112.061, Florida Statutes (2010). (The parties may utilize video and phone conference systems).
10. The Consultant will identify criteria for funding eligibility, which may require revising the existing scope of services.
11. The Consultant will demonstrate a keen understanding of County priorities, policy objectives, and supporting data as it relates to securing funding.

Revisions:

The County reserves the right to revise the Consultant's Scope of Service should the County's priorities evolve during the term of this Agreement.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5629

County Administrator's Report 10. 1.

BCC Regular Meeting

Discussion

Meeting Date: 02/18/2014

Issue: Project Stallion

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

---

#### **RECOMMENDATION:**

Discussion Concerning Project Stallion - Larry M. Newsom, Interim County Administrator

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A

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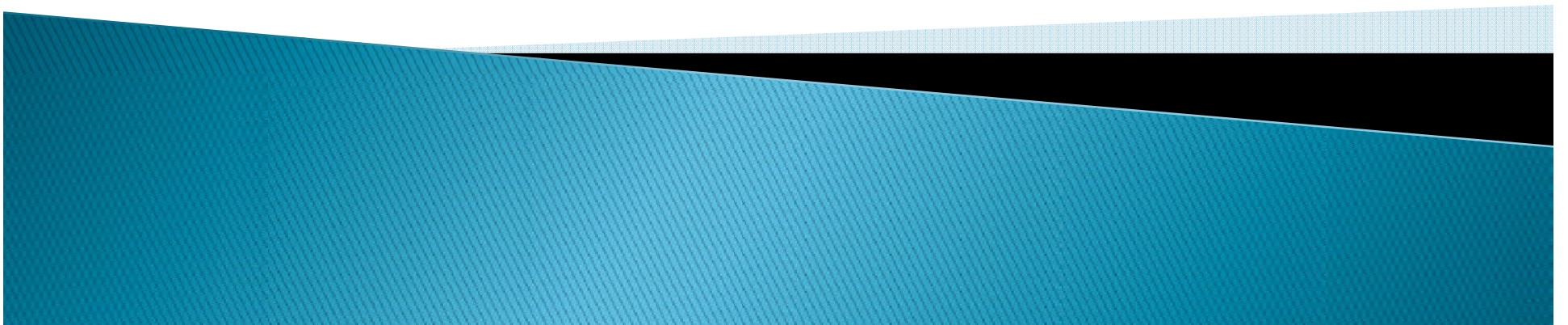
#### **Attachments**

Project Stallion Presentation

Dec. 5, 2013, Report of the Committee of the Whole Workshop Concerning Project Stallion

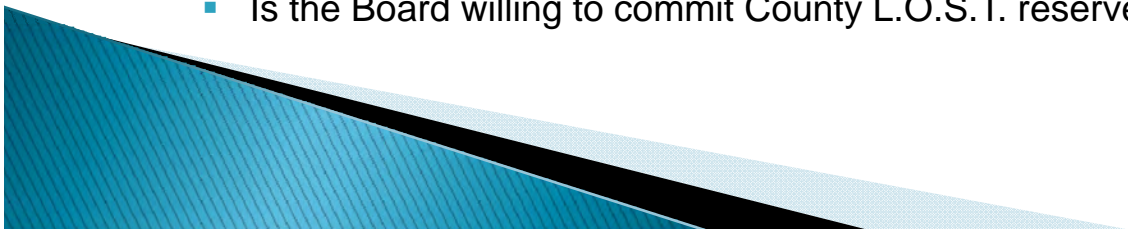
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# Project Stallion



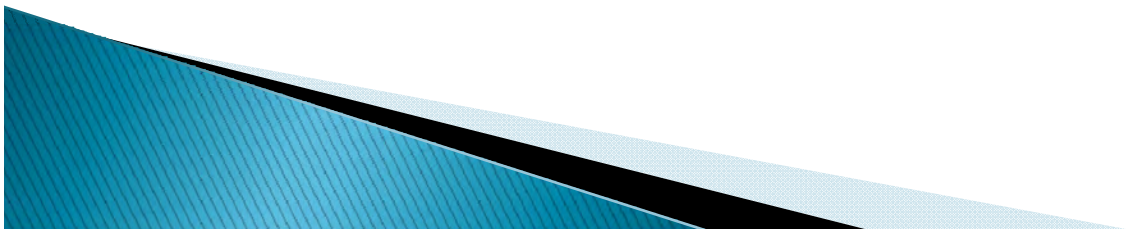
# County Contribution

- ▶ Under the current proposal for funding Project Stallion presented to the County, the following agencies/entities have been identified as committing a total of between \$27.1 million and \$29.3 million:
  - Florida Department of Transportation = \$11.6 million
  - Industry Recruitment Retention & Expansion Fund grant program (IRREF) = \$7 million
  - Pensacola International Airport (Federal Airport Improvement Program grants)= \$3.5 million
  - ST Aerospace = \$5 million – \$7.2 million
- ▶ The current remaining local financing gap for Project Stallion is \$8 million for Phase I. The City is requesting the County to fully fund the final gap financing.
- ▶ The County currently has approximately \$8.8 million in the L.O.S.T. reserves.
- ▶ No other funds other than L.O.S.T. are available without making funding reductions in other areas.
- ▶ **Questions for the Board:**
  - Does the County wish to participate at this level?
  - Is the Board willing to commit County L.O.S.T. reserves?



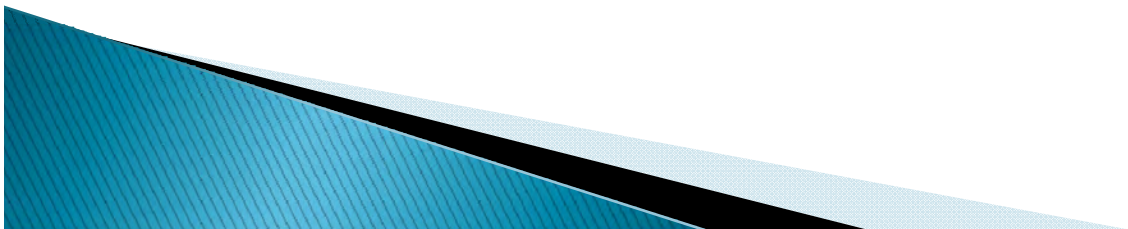
# Repayment from the City

- ▶ Under the current proposal, the County would fully fund the \$8 million local funding gap.
  - 25% of the funds will be dispersed to the City when both the lease and the interlocal agreement have been completed.
  - The remaining funds will be available in three additional draws, pending proof of expenditure of previous funds.
  - No funds will be disbursed prior to a fully executed and approved interlocal agreement between the County and City.
  
- ▶ The City is proposing they would repay the County a total of \$3.2 million by December 31, 2019 pursuant to a mutually acceptable interlocal agreement.
  - The City will pledge certain available revenue sources such as the Communications Services Tax, the Electric Franchise Fee and ESP revenues.
  
- ▶ **Questions for the Board:**
  - Are these terms acceptable?
  - Is this timeline acceptable?
  - Does the Board want to direct the County Attorney to negotiate a draft interlocal agreement with the City?



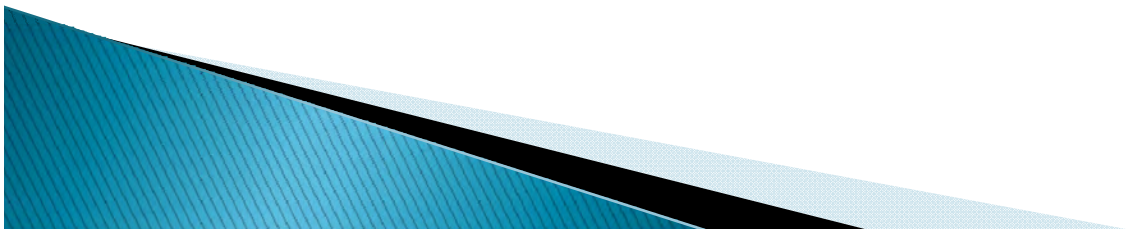
# Investment Guarantees

- ▶ The company is expected to enter into an agreement with Enterprise Florida and Industry Recruitment Retention & Expansion Fund (IRREF) grant program that should provide certain performance benchmarks and job guarantees.
  - 300 positions will be created by Project Stallion within 3 years.
  - The 300 positions must be maintained for 36 months.
  - The average salary for the positions created will be at least \$41,000/annually.
  
- ▶ The company will also enter into a lease agreement with the City of Pensacola for the requisite space which will potentially contain certain performance benchmarks and job guarantees including provisions for a payback from the company for each job below the required 300 each year through the term of the agreement.



# Investment Guarantees *continued*

- ▶ The County will be funding a total of \$8,000,000. Of that \$3,200,000 will be repaid by the City. The County will invest the remaining \$4,800,000 pursuant to certain guarantees:
  - The County funding will be used to build a hanger and related infrastructure at Pensacola International Airport.
  - After 36 months from the date of the approval of the Interlocal Agreement , the City will promise to repay the County \$4,608 per job per year for 7 years for each job below the required 300.
    - This promised repayment from the City will be backed with a pledge from certain available revenue sources such as the Communications Services Tax, the Electric Franchise Fee and ESP revenues.
- ▶ **Questions for the Board:**
  - Does the Board wish to impose different performance measures, benchmarks or other investment guarantees from the City to protect the County's investment?



# Timeline

- ▶ February 13: Board to discuss a gap financing
- ▶ February 18: County to vote on allowing staff to move forward on interlocal negotiations
- ▶ February 18 – February 26: Finalize formal interlocal agreement and update elected officials.
- ▶ March 6 – Interlocal agreement presented to the board of County Commissioners for final vote





PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-2. Approval of Two Consent Agenda Items – Continued

2. Continued...

- C. Accepting, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop (C/W) held November 19, 2013, as follows:

AGENDA NUMBER

1. Call To Order

Chairman Valentino called the Committee of the Whole (C/W) to order at 9:07 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on November 16, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule November 18-November 22, 2013, Legal No. 1613148.*

3. Reprioritization of LOST Projects

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Reprioritization of Local Option Sales Tax Projects*, presented by Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

(1) Was advised by Ms. Lovoy that:

(a) The following new projects are in need of funding:

- 1) Project Stallion – \$10,000,000
- 2) Santa Rosa County Land Purchase (NOLF-X) –\$2,000,000
- 3) Pensacola Bay Center – Between \$0 and \$5,237,041

(Continued on Page 9)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

- I. CONSENT AGENDA – Continued
- 1-2. Approval of Two Consent Agenda Items – Continued
2. Continued...
- C. Report of the November 19, 2013, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(1) Continued...

(b) Staff suggests the following funding sources:

- 1) LOST (*Local Option Sales Tax*) Reserves – \$4,457,921
- 2) Discretionary District IV Pool – \$880,000
- 3) Crescent Lake Drainage – \$4,000,000
- 4) Maintenance Shop/Main Jail – \$125,000
- 5) Pinestead/Longleaf – \$4,424,120
- 6) Myrtle Grove Jackson – \$1,350,000
- 7) Rebel Road – \$2,000,000

(c) Board direction is needed concerning the following three funding options for the Pensacola Bay Center:

- 1) Option One – \$5,237,041
- 2) Option Two – \$3,526,754
- 3) Option Three – \$1,076,749

(Continued on Page 10)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-2. Approval of Two Consent Agenda Items – Continued

2. Continued...

C. Report of the November 19, 2013, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

- (2) Heard comments from Commissioner Robertson, who expressed his concerns with the proposed funding sources in that the majority of the projects are in District 1, which, in his opinion, will make it difficult to "sell the public" on an additional 10-15 years of LOST;
- (3) Heard comments from Commissioner Robertson and Commissioner Barry, who indicated that they would not support fronting \$10 million for Project Stallion unless an equitable return from the City of Pensacola is promised to the County;
- (4) Heard comments from Commissioner Robinson, who expressed his support for Project Stallion as an economic development venture that would benefit the citizens County-wide, and heard his request for a breakdown of LOST dollars spent over the past ten years, before the Board's next meeting;

(Continued on Page 11)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-2. Approval of Two Consent Agenda Items – Continued

2. Continued...

C. Report of the November 19, 2013, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(5) Discussed the Santa Rosa County land purchase (*NOLF-X*) and:

(a) Was advised by Deputy County Attorney Peppler that the following three items are major issues of concern regarding the existing contract between RMS (*RMS Timberlands, LLC*), and Mr. Cronley (*James Cronley*):

- 1) Mr. Cronley's contract provides for 120 days to perform due diligence, and, since his contract was not terminated within the 120 days, if the County were to accept assignment of that contract, it would have to take the land and title as is;
- 2) RMS sold surface and mineral rights to Blackstone, Exxon, and 30 other entities, and the contract between Mr. Cronley and RMS allows those surface rights to continue; therefore, if the County were to take assignment of the contract, it would have to allow Exxon, Blackstone, and these 30 other entities to drill and come onto the property, which would be inconsistent with developing this property and turning it over to the Navy; and

(Continued on Page 12)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-2. Approval of Two Consent Agenda Items – Continued

2. Continued...

C. Report of the November 19, 2013, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(5) Continued...

(a) Continued...

- 3) There wasn't enough time to complete Phase I of the property assessment; therefore, the assessment is inconclusive, which means the County is unaware of the property's history (i.e., whether or not the property has been polluted);
- (b) Upon inquiry from Commissioner Robinson, was advised by Mr. Peppler that without a release from the entities holding surface rights on the property, the Navy is unlikely to accept this project; therefore, Board direction is needed with regard to negotiating a new contract with RMS, which would provide for a release of those surface rights;
- (c) Was advised by Interim County Administrator Touart that Mr. Cronley has indicated that he is in the process of obtaining release letters from Blackstone and Exxon; furthermore, there are several heirs to a 40-acre section of the property, that, in his opinion, does not have to be included in this purchase;

(Continued on Page 13)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-2. Approval of Two Consent Agenda Items – Continued

2. Continued...

C. Report of the November 19, 2013, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(5) Continued...

(d) Was advised by Scott Luth, Greater Pensacola Chamber, that the land purchase contract is for the entire 601 acres, which includes the 40 acres in question, and he would not recommend that the Board abandon that acreage at this time; furthermore, a final report will be provided to the Board at the December 5, 2013, BCC Meeting, which will address all issues/concerns that have been brought forth throughout this process; and

(e) Agreed to direct staff to move forward with obtaining a release of surface rights and attempt to close on the purchase of the main acreage (560 acres) by the end of December;

(6) Discussed the Pensacola Bay Center and:

(a) Heard comments from Commissioner Robertson and Commissioner Valentino, who expressed their support for Option One;

(b) Heard comments from Commissioner Barry, who expressed his opposition to expending 100% of LOST reserves to renovate the Bay Center and his support for Option Three (Life Safety); and

(Continued on Page 14)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-2. Approval of Two Consent Agenda Items – Continued

2. Continued...

C. Report of the November 19, 2013, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(6) Continued...

(c) Heard comments from Commissioner May, who expressed his support for bringing the Bay Center up to standards and suggested that a feasibility study be conducted before the Board expends \$5 million on the facility;

(7) Heard the request from Commissioner May that staff provide a prioritized list of all LOST projects;

(8) Heard comments from Commissioner Robertson, who finalized his Board direction by stating he supported (a) Project Stallion, provided that the City participates with matching funds; (b) the Santa Rosa County land purchase; and (c) \$4 million to \$5.2 million for the Pensacola Bay Center (*Option One*);

(9) Heard comments from Commissioner Barry, who finalized his Board direction by stating he supports (a) Project Stallion, provided that there is an equitable return to the County; (b) moving forward with the process concerning the Santa Rosa County land purchase; and (c) Option Three, which is an expenditure of \$1 million, for the Pensacola Bay Center;

(Continued on Page 15)



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-2. Approval of Two Consent Agenda Items – Continued

2. Continued...

C. Report of the November 19, 2013, C/W Workshop – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(10) Heard comments from Commissioner Robinson, who finalized his Board direction by stating he supports (a) NOLF-X; (b) Project Stallion; and (c) Option One for the Pensacola Bay Center;

(11) Heard comments from Commissioner May, who finalized his Board direction by stating that he (a) is against completely depleting *(the LOST)* Reserves; (b) supports all three projects *(Project Stallion, the Santa Rosa County land purchase, and the Pensacola Bay Center)*, as long as there is a strategic plan to replace funding and there is no adverse effect for any other projects; and (c) supports moving forward with the Bay Center, and believes it to be prudent and fiscally wise to look at a master plan for the facility before allocating dollars; therefore, he will wait for staff to come back with their professional expertise and recommendation; and

(12) Heard comments from Commissioner Valentino, who finalized his Board direction by stating he supports the Santa Rosa County land purchase and Project Stallion, provided that there is an equitable return to the County; and

B. Board Direction – None.

(Continued on Page 16)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5713

County Attorney's Report 10. 1.

BCC Regular Meeting

Action

Meeting Date: 02/18/2014

Issue: Escambia County Board of County Commissioners v. Innerarity Island Development Corporation - Case No. 2014 CA 000237

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning *Escambia County Board of County Commissioners v. Innerarity Island Development Corporation* - Case No. 2014 CA 000237

That the Board ratify the filing of a Petition for Appointment of a Receiver pursuant to the Notice of Abandonment served by Innerarity Island Development Corporation.

#### **BACKGROUND:**

For many years, Innerarity Island Development Corporation (IIDC) has been operating waste and wastewater systems on Innerarity Point. After the passing of the principal owner of IIDC, IIDC has decided it no longer wishes to operate the waste and wastewater system. It has given appropriate notice of abandonment to the County pursuant to § 367.165(2), Fla. Stat. As part of this statutory procedure, the County must petition the Circuit Court for the appointment of a receiver and has no discretion to decline to do so. The court will have to address the issue of appointment of a receiver by separate hearing.

The Notice of Abandonment states that abandonment will begin March 28, 2014. Therefore, this office requests that the Board approve, retroactively, the filing of the Petition for Appointment of a Receiver to comply with the statutory procedures described above.

#### **BUDGETARY IMPACT:**

N/K

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/K

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**Attachments**

Petition for Appointment

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IN THE CIRCUIT COURT OF  
THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA, a  
political subdivision of the State of Florida,

Petitioner,

v.

Case No.

INNERARITY ISLAND DEVELOPMENT  
CORPORATION, a Florida corporation,

Respondent.

**PETITION FOR APPOINTMENT OF RECEIVER  
PURSUANT TO NOTICE OF ABANDONMENT**

Petitioner, Escambia County, Florida (County), sues Respondent, Innerarity Island Development Corporation (IIDC) and demands the appointment of a receiver pursuant to the Notice of Abandonment served by Respondent, and alleges:

1. This is an action for appointment of a receiver pursuant to a notice of abandonment served by Respondent according to §367.165(1), Fla. Stat. and to allow the receiver to operate the utility and dispose of the property of the utility according to §367.165(2), Fla. Stat.
2. Petitioner is a political subdivision of the State of Florida.
3. Respondent has operated a wastewater and water service utility as alleged in the Notice of Abandonment for numerous years. Due to the recent death of the original owner/incorporator, Respondent has decided to abandon the utility system.
4. On January 27, 2014, Respondent served a notice of abandonment upon Petitioner and the Public Service Commission pursuant to the statutory procedure of

§367.165(1), Fla. Stat., and F.A.C. §25-30.090. Attached to this Petition and incorporated by reference is a copy of the Notice of Abandonment of a Water and Wastewater Service.

5. According to §367.165(2), Fla. Stat., Petitioner is required to petition this court to appoint a receiver which may be the governing body of Escambia County or any other person deemed appropriate. Furthermore, according to §367.165(2), the receiver shall operate the utility from the date of abandonment (March 28, 2014) until such time as the receiver disposes of the property of the utility in a manner designed to continue the efficient and effective operation of utility service.

6. According to the Notice served by Respondent, the utility system shall be abandoned no later than March 28, 2014. Therefore, it is incumbent upon this Court to move expeditiously and to advance this case on the calendar for the appointment of a receiver to carry out the statutory obligations of abandonment.

WHEREFORE, Petitioner requests the following equitable relief:

- A. Appoint a receiver according to §367.165(2), Fla. Stat.;
- B. Require the receiver to operate the water and wastewater system from the date of abandonment until such time as the receiver disposes of the property of the utility in a manner designed to continue the efficient and effective operation of the utility service;
- C. Provide for the costs of the receiver to be paid by the customers and users of the waste and wastewater system previously operated by Respondent or to provide for alternative means of compensation of the receiver;
- D. Award Petitioner its taxable costs; and

E. Award such other equitable and just relief as the court deems fit and appropriate.

Respectfully submitted,

Alison Rogers, County Attorney  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
(850) 595-4970  
(850) 595-4979 - Facsimile



By: Charles V. Peppler, Deputy County Attorney  
Florida Bar No.: 239739

Attorneys for Plaintiff, Escambia County, FL

cpeppler@co.escambia.fl.us

balarrie@co.escambia.fl.us; kmhill@co.escambia.fl.us

# RONALD L. NELSON

ATTORNEY AT LAW

MEMBER OF FLORIDA,  
GEORGIA AND NEW YORK BARS

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PENSACOLA, FLORIDA 32502

(850) 434-1700  
FAX (850) 432-8800  
RLN@NELSONLAWFLORIDA.COM

January 27, 2014

COUNTY ATTORNEYS OFFICE

31 JAN 2014

By Hand Delivery

Larry Newsom  
Assistant County Administrator  
Escambia County  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

By FedEx

ATTN: Tom Ballinger  
Director, Division of Engineering  
Public Service Commission  
Commission Clerk's Office  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

PM03:02

Re: Notice of Abandonment of Water and Wastewater Service

Dear Messrs. Newsom and Ballinger:

This letter is being written on behalf of Innerarity Island Development Corporation, a Florida corporation ("IIDC"). IIDC owns, operates, manages, and controls a utility that provides water and wastewater service to the residents of the property known as Innerarity Island, in Escambia County, Florida (the "Utility").

IIDC is hereby giving notice that IIDC will be abandoning the Utility on March 28, 2014. Please consider this letter to be the 60 days' notice that is required by Florida Statutes Section 367.165.

As is required by Florida Administrative Code Section 25-30.090, we are providing you with the following information:

(a) The Utility's name and address are:

Innerarity Island Development Corporation  
1921 Seville Drive  
Pensacola, FL 32503

(b) The person to contact regarding this notice, and such person's address and telephone number are:

Ronald L. Nelson, Esq.  
517 East Government Street  
Pensacola, FL 32502  
Telephone Number: (850) 434-1700

(c) The location of the utility's books and records is:

1921 Seville Drive  
Pensacola, FL 32503



Messrs. Newsom and Ballinger  
January 27, 2014  
Page 2

and

4686 Magnolia Hill Court  
Pace, FL 32571

(d) The date of this notice is:

January 27, 2014

(e) The date the utility will be abandoned is:

March 28, 2014

(f) Both the water system and the wastewater system are to be abandoned.

(g) The reason the Utility is to be abandoned is:

The person who owned IIDC for many years and who operated the Utility during such period died on December 25, 2012. Since that time, IIDC has made diligent efforts to find another party that would take over ownership and management of the Utility, but these efforts have been unsuccessful. IIDC wishes to no longer own and manage the Utility.

(h) The status of the Utility with the Florida Department of Environmental Protection regarding outstanding citations or violations is:

There are no outstanding citations or violations of which IIDC is aware.

Thank you very much for your attention to this matter.

Sincerely,



Ronald L. Nelson

RLN/an

cc: Alison Rogers, Escambia County Attorney  
Shawn Hamilton, Florida Department of Environmental Protection  
Dr. John Lanza, Escambia County Health Department  
Kathy F. Collins, Innerarity Island Development Corporation