

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 –October 9, 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 Robinson.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following five Proclamations:

A. The Proclamation commending and congratulating Janice Floyd, Human Resources Associate II, on her selection as the “Employee of the Month” for October 2014;

B. The Proclamation congratulating the West Florida Regional Planning Council on its 50th Anniversary and recognizing its contributions in advancing the regional agenda;

C. The Proclamation proclaiming the month of October 2014 as “Community Planning Month” in Escambia County in conjunction with the celebration of National Community Planning Month;

D. The Proclamation congratulating Mike Thomas, General Manager; April Adams, Rental Manager; the Eden Condominiums Owner's Association; the Eden Condominiums' Staff; and all others involved, for organizing the event to host veterans and their families from the “Wounded Warrior Project” and the “Wounded War Heroes” for the week of September 20-27, 2014; and

E. The Proclamation commending and congratulating Grover C. Robinson, V, on his activities to further his education and to make Escambia County a better place for all of its citizens, and wishing him success in his future endeavors.

7. Written Communication

0. September 18, 2014 - Communication from Ms. P. Yolanda Brown, Final Title Coordinator, requesting the Board forgive a Code Enforcement Lien against property located at 313 Cherokee Trail.

Recommendation: That the Board review and consider lien relief request made by Ms. Brown against property located at 313 Cherokee Trail.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

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

August 27, 2014, County Administrator, Jack Brown, mailed a denial letter to Ms. Brown.

September 2014 County Administrator, Jack Brown, received another letter from Final Title requesting relief.

Final Title has made an offer to pay all hard costs associated with this Lien and requesting daily fines be dismissed.

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

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

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating Part I, Chapter 34, Section 34-10 of the Escambia County Code of Ordinances relating to the assessment of additional court costs when a person is found guilty of a misdemeanor involving the unlawful use of drugs or alcohol.

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

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

A. Approve the Minutes of the Second Public Hearing regarding the Fiscal Year 2014-2015 County-wide Budget;

B. Approve the Minutes of the Special Board Meeting held September 23, 2014;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 25, 2014; and

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

D. Approve the Minutes of the Regular Board Meeting held September 25, 2014.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on September 2, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on September 2, 2014:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-13, Z-2014-14, and Z-2014-18 or remand the cases back to the Planning Board;
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No **Z-2014-13**
Address: 1170 Blue Oval Lane
Property Reference No.: 29-1N-31-3301-000-000
Property Size: 3.54 (+/-) acres
From: V-1, Villages Single-Family Residential District (one du/acre)
To: VR-2, Villages Rural Residential District (one du/.75 acres)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: Tim Kelly and Debra Perry, Owners
Planning Board Approval
Recommendation:
Speakers: Debra Perry, Tim Kelly

2. Case No.: **Z-2014-14**
Address: 8400 Blk Cedar Springs Road
Property Reference: 25-3N-32-1400-000-000
Property Size: 25.34 (+/-) acres
From: VAG-1, Villages Agriculture District (five du/100 acres on one acre parcels)
To: VAG-2, Villages Agriculture District (one du/five acres)
FLU Category: AG, Agriculture
Commissioner District: 5
Requested by: Christopher Carmen, Agent for David and Andrea Saguan, Owners

Planning Board Approval

Recommendation:

Speakers: Christopher Carmen

3. Case No.: Z-2014-18

Address: 7170 Blue Angel Parkway

Property Reference: 25-1S-31-2101-001-002

Property Size: 4.66 (+/-) acres

From: R-R, Rural Residential District (cumulative) (two du/acre)

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

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 1

Requested by: Wiley C. "Buddy" Page, Agent for Doris Minchew, Owner

Planning Board Approval

Recommendation:

Speakers: Buddy Page

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on September 2, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6, and 7

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Articles 3, 6 and 7 addressing definitions, permitted and conditional land uses and performance standards related to recycling facilities and operations.

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 September 2, 2014, Planning Board Meeting, the Board recommended approval.

II. Action Item

1. Recommendation Concerning Avigation Easement Approval for Wal-Mart at 2947 South Blue Angel Parkway - Horace Jones, Development Services Interim Director

That the Board approve the Avigation Easement in and over the Wal-Mart property situated at the intersection of South Blue Angel Parkway and Sorrento Road in the Pleasant Grove Community and lying in Commission District 2.

A. Accept the Dedication by Wal-Mart Stores East, LP, of an Avigation Easement in and over the Wal-Mart Property situated at the intersection of South Blue Angel Parkway and Sorrento Road; and

B. Authorize the Chairman or Vice-Chairman to execute an Avigation Easement.

2. Recommendation Concerning Construction Of Docks And Piers On Right-Of-Way

That the Board review and approve the permitting of a dock on right-of-way that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County per LDC 7.05.00.C.12.g.

On August 8, 2013, the Board adopted Ordinance 2013-37 to establish a process to obtain permits for construction of docks and piers on right-of-way that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County upon authorization by the Board of County Commissioners.

This change to LDC Article 7 was based upon the fact that there are many platted subdivisions that dedicate waterfront right-of-way to the public and in many instances the County has not accepted these dedications. Upland property owners often desire to build docks, piers and similar structures on or across the area dedicated to the public.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. October 16, 2014

1. 9:10 a.m. - A Public Hearing - SSA 2014-02 3330 West Park Place
2. 9:11 a.m. - A Public Hearing - CPA 2014-02 Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan

B. November 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 September 30, 2014.

| | |
|-------------------------|---|
| Case No.: | Z-2014-16 |
| Address: | 2840 Pine Forest Road |
| Property Reference No.: | 38-1N-31-2301-000-000 |
| Property Size: | 12.23 (+/-) acres |
| From: | VR-2 Villages Rural Residential District (one du/ 0.75 acre) |
| To: | V-3 Villages Single-family Residential District (five du/acre) |
| FLU Category: | MU-S, Mixed-Use Suburban |
| Commissioner District | 5 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Daniel and Rhonda Cobb, Owners |

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with agency and reason stated.

2. Recommendation Concerning the Florida Forest Service Annual Report - Jack R. Brown, County Administrator

That the Board accept, for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia county Board of Commissioners for Fiscal Year 2013-2014, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

3. Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collector's Office - Janet Holley, CFC, Escambia County Tax Collector

That the Board approve the three Request for Disposition of Property Forms for the Escambia County Tax Collector's Office, for property which is described and listed on the Disposition Forms, with reason for disposition stated. The listed items on the first two RFDs have been found to be of no further usefulness to the County/Tax Collector, as a result of the flood in April 2014 and have been disposed of by an independent contractor after approval by Risk Management; thus, it is requested that the items be removed from the Tax Collector's Fixed Assets Inventory for the Warrington location. The item on the third RFD is outdated and found to be of no further usefulness to the County/Tax Collector.

4. Recommendation Concerning a Request for Disposition of Property for the Office of the Escambia County Property Appraiser - Chris Jones, Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office, for the property which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

5. Recommendation Concerning the Request for Disposition of Property for the West Florida Public Library - Darlene Howell, Library Administrator

That the Board approve the Request for Disposition of Property Form for the West Florida Public Library, for all items described and listed on the Request Form, with reason for disposition stated. The items were disposed of during the renovation and construction of the Pensacola Public Library in 2012.

6. Recommendation Concerning the United Way of Escambia County "Day of Caring" on October 10, 2014 - Thomas Turner, Human Resources Department Director

That the Board support the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 10, 2014, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

7. Recommendation Concerning Acceptance of a Quitclaim Deed from Bellview Volunteer Firemen's Association, Incorporated - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the acceptance of the Quitclaim Deed from Bellview Volunteer Firemen's Association, Incorporated:

A. Accept the Quitclaim Deed from the Bellview Volunteer Firemen's Association;

B. Authorize the Chairman to sign the Deed and any other documents necessary to complete the transaction; and

C. Authorize payment of the incidental expenses associated with recording the Deed in the Public Records.

8. Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation (formerly Baptist Hospital LifeFlight), and Sacred Heart Children's Hospital, effective January 1, 2015, through December 31, 2015; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

9. Recommendation Concerning the Scheduling of a Public Hearing for the Legacy Oaks Subdivision Street Lighting Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on October 16, 2014, at 9:11 a.m., to consider adoption of an Ordinance creating the Legacy Oaks Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

10. Recommendation Concerning the Request for Disposition of Property for the County Administrator's Office - Jack R. Brown, County Administrator

That the Board approve the three Request for Disposition of Property Forms for the County Administrator's Office, for property which is described and listed on the Disposition Forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County Administrator's Office; thus it is requested that they be auctioned as surplus or properly disposed of.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the State-Funded Agreement to Update the Hazardous Materials Facility Analysis Data - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 15-CP-11-01-27-01-XXX:

A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount up to \$9,865, to update the Hazardous Materials Facility Analysis Data, for the period ending June 30, 2015; and

B. Authorize the Chairman or Vice Chairman to execute the Subgrant Agreement and all related documents as required to implement this Subgrant.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (19) Mandated Conditions, sub-section (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

2. Recommendation Concerning Supplemental Budget Amendment #3 Regarding the PILOT Agreement with Sacred Heart Health System - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #3, General Fund (001), in the amount of \$800,000, recognizing the proceeds from the Payment in Lieu of Taxes (PILOT) Agreement between Escambia County and Sacred Heart Health System, and appropriating these funds to make payments to the Agency for Health Care Administration (AHCA).

3. Recommendation Concerning Supplemental Budget Amendment #4 - Beach Renourishment on Santa Rosa Island - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #4, Local Option Sales Tax III, Fund (352), in the amount of \$8,500,000, recognizing Loan proceeds and appropriating them to the Santa

Rosa Island Authority (SRIA) to renourishment areas of Pensacola Beach.

4. Recommendation Concerning Supplemental Budget Amendment #5 - Debt Service Payments from SRIA - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #5, Debt Service Fund (203), in the amount of \$1,283,479, recognizing payments from the Santa Rosa Island Authority (SRIA), and appropriating these funds for the annual debt service on the 2014 Capital Improvement Revenue Loan, issued by the County to renourish areas of Pensacola Beach.

5. Recommendation Concerning Budget Amendment #006 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #006, Property Appraiser, General Fund (001), in the amount of \$686, to cover a Florida Department of Revenue (DOR) final amendment, for an increase to the Property Appraiser's Budget for Fiscal Year 2014/2015. The DOR approves the Property Appraiser's Budget per Florida Statute 195.087.

6. Recommendation Concerning Approval of Miscellaneous Appropriations Agreements for Fiscal Year 2014/2015 for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105:

1. African-American Heritage Society, Inc., in the amount of \$25,000;
2. Naval Aviation Museum Foundation, Inc., in the amount of \$100,000;
3. St. Michael's Cemetery Foundation of Pensacola, Inc., in the amount of \$25,000; and
4. West Florida Historic Preservation, Inc., in the amount of \$70,000;

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

C. Authorize the execution of the necessary Purchase Orders.

7. Recommendation Concerning Approval of the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of \$40,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

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

C. Authorize the execution of the necessary Purchase Order.

8. Recommendation Concerning Approval of Miscellaneous Appropriations Agreements for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of Fiscal Year 2014/2015 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Escambia-Pensacola Human Relations Commission, in the amount of \$84,265;
2. Wildlife Sanctuary of Northwest Florida, Inc., in the amount of \$30,951;
3. Council on Aging of West Florida, Inc., in the amount of \$38,000;
4. Escambia Community Clinics, Inc., in the amount of \$376,269;
5. Lakeview Center, Inc., in the amount of \$29,486; and
6. United Way of Escambia County, Inc. (211 Program), in the amount of \$33,250;

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

C. Authorize the approval of the necessary Purchase Orders.

9. Recommendation Concerning Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement with Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the Economic Development Fund (102), Cost Center 360704;

1. Century Area Chamber of Commerce, in the amount of \$40,000; and
2. Gulf Coast African-American Chamber of Commerce, Inc., in the amount of \$50,000;

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

C. Authorize the approval of the necessary Purchase Order.

10. Recommendation Concerning the Issuance of Fiscal Year 2014/2015 Purchase Orders in Excess of \$50,000, for Contracts Managed by the Management and Budget Services Department - Amy Lovoy, Management and Budget Services Department Director

That the Board, for Fiscal Year 2014/2015, approve the issuance of individual Purchase Orders, for Contracts managed by the Management and Budget Services Department, based upon previously awarded annual requirements, as follows:

A. Northwest Florida Legal Services, Inc. - \$124,688

Vendor Number: 141832

Legal Aid

Fund 115

Cost Center: 410802

Account Code: 58201

B. Warren Averett, LLC - \$207,240

Vendor Number: 230810

Audit Services

Fund 001

Cost Center: 140201/410701

Account Code: 53101

PD #13-14.054

Board Approved: 07/14/2014

C. SMG - \$251,951.82

Vendor Number: 190107

Bay Center Management Fee

Fund 409

Cost Center: 360401

Account Code: 53401

Board Approved: 02/16/2012, 10/18/2012, and 10/03/2013

D. Florida Department of Health - \$337,649

d/b/a Escambia County Health Department

Vendor Number: 051513

Health Services

Fund 001

Cost Center: 360301

Account Code: 58101

11. Recommendation Concerning Commissary Services for the Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract #PD13-14.063, Commissary Services for the Jail, and approve the Agreement for Commissary Services for the Escambia County Jail between Aramark Correctional Services LLC, and Escambia County, for total on gross revenue of 47%.

[Funding: Fund 111, Revenue Account, 342302, Detention/Jail Commissary]

12. Recommendation Concerning the Interlocal Agreement between Escambia County and the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola Relating to the Fiscal Year 2014/2015 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of \$550,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2014, through September 30, 2015;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

13. Recommendation Concerning the Acquisition of Property Located at 3806 Frontera Circle - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the property located at 3806 Frontera Circle within the Brownsville Community Redevelopment District:

A. Authorize the purchase of the parcel of real estate (totaling approximately 0.04 acres) from Khurram Dar, for the negotiated amount of \$19,900, in accordance with the terms and conditions in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase between Khurram Dar and Escambia County for the acquisition of the parcel of real property located at 3806 Frontera Circle; and

C. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documentation necessary to complete the acquisition of the property, without further action from the Board.

[Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515, CRA Brownsville, Object Code 56101]

14. Recommendation Concerning the State Housing Initiatives Partnership Agreement with United Way of Escambia County, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with United Way of Escambia County, Inc. (United Way):

A. Approve the SHIP Volunteer-Based Disaster Housing Recovery Project Agreement between Escambia County and United Way to provide \$150,000, in SHIP funds, to enable qualified volunteer organizations to access funds for materials, supplies, and subcontract services required to assist survivors of the Presidentially Declared April 2014 Flood Event in Escambia County with uncompensated repairs to their impacted homes; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents, as required to implement the Project.

[Funding: Fund 120, 2015 SHIP, Cost Center 220445]

15. Recommendation Concerning 2014/2015 Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2014/2015 Emergency Solutions Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve an ESG Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of \$87,689, to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street, effective October 1, 2014, through September 30, 2015; and

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the Project.

[Funding: Fund 110, ESG, Cost Center 220561]

16. Recommendation Concerning a Florida Fish and Wildlife Conservation Commission Artificial Reef Construction Grant Application for Fiscal Year 2014-2015 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Florida Fish and Wildlife Conservation Commission (FWC) Artificial Reef Construction Grant Application for Fiscal Year 2014-2015:

A. Approve applying to the FWC for an Artificial Reef Construction Grant requesting up to \$100,000, with a match not to exceed \$35,000, for the construction of an artificial reef in the Gulf of Mexico;

B. Authorize the Office of Purchasing to solicit for firms to conduct environmental preparations, deployment preparations, and deployment and other services, as required, subject to funding by the Grant award and/or other sources; and

C. Authorize the County Administrator to sign the Grant Application and any subsequent documents relating to the Grant Application without further Board action.

[Funding: Fund 108, Tourist Promotion, Cost Center 220805 and/or Fund 352, LOST III, Cost Center 220102, NESD Capital Projects]

17. Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of \$50,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

| | Vendor/Contractor | Amount | Contract Number |
|----|--|---------------|------------------------|
| A. | <p>Blue Arbor, Inc. Vendor Number: 023818 Temporary Employment Services</p> <p>Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350224 (Special Events) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Cost Center: 350231 (Equestrian Center) Amount: \$250,000</p> | \$250,000 | PD 12-13.035 |
| B. | <p>Keep Pensacola Beautiful, Inc., DBA Clean & Green Vendor Number: 402053 Other Contractual Services</p> <p>Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$160,000</p> | \$160,000 | |

| | | | |
|----|--|-----------|--|
| C. | <p>Game Time, Inc. Vendor Number: 070316 Park/Playground Improvements</p> <p>Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$525,000</p> | \$525,000 | |
| D. | <p>PRIDE Enterprises Vendor Number: 164981 Park/Playground Improvements</p> <p>Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$100,000</p> | \$100,000 | |
| E. | <p>Oldcastle Lawn & Garden, Inc. Vendor Number: 150131 Park/Playground Improvements</p> <p>Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$100,000</p> | \$100,000 | |

18. Recommendation Concerning the Purchase of Three EIDorado EZ Rider II Transit Buses - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the purchase of three EIDorado EZ Rider II Transit Buses, to replace two 1999 Gillig Buses and one 1998 Gillig Bus, that have exceeded their useful lives and need to be replaced as part of the Escambia County Area Transit (ECAT) Capital Replacement Plan:

A. Approve the purchase of three EIDorado EZ Rider II Transit Buses, per the Contract provided; and

B. Authorize the issuance of a Purchase Order to Florida Transportation Systems, Inc., in the amount of \$948,321.

[Funding: Fund 320, Federal Transit Administration Capital Projects Fund, Cost Center 340424, Object Code 56401]

19. Recommendation Concerning the State Aid to Libraries Grant Agreement - Darlene Howell, Library Administrator

That the Board approve the Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement and authorize the Chairman of the West Florida Public Library Board of Governance and the Clerk to sign the Agreement. (The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries.)

20. Recommendation Concerning the 2015-2016 Museum on Main Street Affiliate Agreement - Darlene Howell, Library Administrator

That the Board take the following action concerning the 2015-2016 Museum on Main Street Affiliate Agreement:

A. Approve and authorize the Chairman of the West Florida Public Library Board of Governance and the Clerk to sign the 2015-2016 Museum on Main Street Affiliate Agreement, in the amount of \$6,000, between the West Florida Public Library on behalf of Escambia County and the Florida Humanities Council for the 2015-2016 Museum on Main Street Program. The program is designed to provide enriching educational experiences for residents and visitors and bring recognition to small communities with populations of 20,000 or less. The Way We Worked exhibit, adapted from an original exhibition developed by the National Archives is intended to attract increased visitation to the Molino Branch Library and the Molino Mid-County Historical Museum; and

B. Authorize the acceptance and disbursement of funds per Board policy.

[Funding: Fund 113, Library Fund, will be increased by \$6,000]

21. Recommendation Concerning Install Refurbish and Removal of Pavement Markings and Associated Items - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity Indefinite Delivery Contract, #PD 13-14.084, Install, Refurbish and Removal of Pavement Markings and Associated Items, and approve the Agreement Relating to Pavement Markings between Gulf Coast Traffic Engineers, Inc., and Escambia County, for the annual budgeted amount of \$300,000, for a term of three years.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, \$300,000]

22. Recommendation Concerning the Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the operation of the Escambia County Health Department for Contract Year 2014-2015:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services; Providing for an Effective Date," for the Contract year of October 1, 2014, through September 30, 2015; and

B. Authorize the Chairman to sign the Resolution and the Contract.

[The Escambia County Board of County Commissioners agrees to appropriate \$337,649 to the Escambia County Health Department for the Fiscal year October 1, 2014, through September 30, 2015]

23. Recommendation Concerning Authorization for Out-of-County Travel - 2014/2015 Board's Annual Travel Schedule - Jack R. Brown, County Administrator

That the Board authorize out-of-County travel for any member of the Board, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2014/2015 Annual Travel/Conference Schedule.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Settlement of a Workers' Compensation Claim Involving Raymond Merritt.

That the Board approve a washout workers compensation settlement for former employee Raymond Merritt in the amount of \$125,773.00, inclusive of the attorney's fees and costs. An excess insurance carrier will reimburse the County for 100.0% of this settlement amount.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6949

Proclamations 6.

BCC Regular Meeting

Meeting Date: 10/09/2014

Issue: Adoption of Proclamations

From: Jack Brown

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following five Proclamations:

- A. The Proclamation commending and congratulating Janice Floyd, Human Resources Associate II, on her selection as the "Employee of the Month" for October 2014;
- B. The Proclamation congratulating the West Florida Regional Planning Council on its 50th Anniversary and recognizing its contributions in advancing the regional agenda;
- C. The Proclamation proclaiming the month of October 2014 as "Community Planning Month" in Escambia County in conjunction with the celebration of National Community Planning Month;
- D. The Proclamation congratulating Mike Thomas, General Manager; April Adams, Rental Manager; the Eden Condominiums Owner's Association; the Eden Condominiums' Staff; and all others involved, for organizing the event to host veterans and their families from the "Wounded Warrior Project" and the "Wounded War Heroes" for the week of September 20-27, 2014; and
- E. The Proclamation commending and congratulating Grover C. Robinson, V, on his activities to further his education and to make Escambia County a better place for all of its citizens, and wishing him success in his future endeavors.

BACKGROUND:

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

Ernie Lee Magaha Government Building for that month.

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6883

Written Communication 7. 0.

BCC Regular Meeting

Meeting Date: 10/09/2014

Issue: Environmental (Code) Enforcement Lien Relief – 313 Cherokee Trail

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

September 18, 2014 - Communication from Ms. P. Yolanda Brown, Final Title Coordinator, requesting the Board forgive a Code Enforcement Lien against property located at 313 Cherokee Trail.

Recommendation: That the Board review and consider lien relief request made by Ms. Brown against property located at 313 Cherokee Trail.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

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

August 27, 2014, County Administrator, Jack Brown, mailed a denial letter to Ms. Brown.

September 2014 County Administrator, Jack Brown, received another letter from Final Title requesting relief.

Final Title has made an offer to pay all hard costs associated with this Lien and requesting daily fines be dismissed.

BACKGROUND:

See attached bullets for case history.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$10,900.00

TOTAL \$12,000.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon execution, the release will be sent to the Escambia County Clerks of the Court for recording.

Attachments

313 Cherokee Trail

Sandra F Slay

From: Philathia Brown [pbrown@closingsource.net]
Sent: Thursday, September 18, 2014 8:06 AM
To: Sandra F Slay
Cc: sandraslay@co.escambia.fl.us
Subject: RE: URGENT NEED INFO: 313 CHEROKEE TRAIL, PENSACOLA, FL 32506

Importance: High

Good Morning Ms. Slay,

It was a pleasure speaking with you this morning and I certainly hope you are enjoying this Thursday's work day. As stated in our conversation today, we are willing to pay the hard costs in the amount of \$1,100.00 in order to extinguish those liens filed against our property after our foreclosure action. Please advise once a decision has been reached.

Thank you for your time and I look forward to hearing from you soon.

Best,

There is always hope!

**Help
Other
People
Evolve**

P. Yolanda Brown
Final Title Coordinator
Florida FHA/VA Post-Sale
Morris Schneider Wittstadt
5110 Eisenhower Blvd., Suite 302A
Tampa, Florida 33634
Direct Line: (813) 319-1990 ext. 14760
Fax: 678-872-7264
Main Office Line: (813) 319-1990
Email for Service of pleadings: MSWinbox@closingsource.net
Email: pbrown@closingsource.net
Website: <http://www.closingsource.net>

Providing Excellent Customer Service is our top priority. Should you need additional assistance, you may reach my Supervisor, Eric Moore at EMoore@closingsource.net or at Extension 14710.

THIS OFFICE IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

NOTICE: This email and any attachments are confidential and intended solely for the use of the intended recipient(s) and may be subject to the attorney-client or other legal privilege. You are not an intended recipient if, for instance, you are not identified in the "To", "Cc" or "Bcc" lines of this email or you are identified in the "To" line but the salutation identifies someone else. If you are not an intended recipient, you must not keep, use, rely on, disclose, copy or distribute this email or any attachment; the sender reserves and asserts all rights to confidentiality, including all privileges that may apply. If you have received this email in error, immediately notify the sender and delete and destroy all copies of the email and its attachments, in whatever form. No duties or privileged relationships are intended or created by this communication where they do not otherwise exist. While the sender's firm has taken precautions to minimize the risk of transmitting software viruses, you should carry out your own virus checks on any attachment to this email. Neither the sender nor the sender's firm can accept liability for any loss or damage caused by software viruses.

From: Philathia Brown
Sent: Monday, August 04, 2014 3:17 PM
To: 'sandraslay@co.escambia.fl.us'
Subject: URGENT NEED INFO: 313 CHEROKEE TRAIL, PENSACOLA, FL 32506
Importance: High

Property: 313 CHEROKEE TRAIL, PENSACOLA, FL 32506

Good afternoon Sandra,

Our law offices represents CitiMortgage in the foreclosure action of the above referenced property and would like to know your process for mitigating those certain code enforcement lien fees in the amount of \$12,129.00 for case number 2012CL041173. We believe the liens should be wiped out due to our foreclosure action, as they were filed after our LP dated June 13, 2011.

Please advise on your procedure's. Thank you

There is always hope!

Help
Other
People
Evolve

P. Yolanda Brown
Final Title Coordinator
Florida FHA/VA Post-Sale
Morris Hardwick Schneider
5110 Eisenhower Blvd., Suite 302A
Tampa, Florida 33634
Direct Line: (813) 319-1990 ext. 14760
Fax: 678-872-7264
Main Office Line: (813) 319-1990
Email for Service of pleadings: MHSinbox@closingsource.net
Email: pbrown@closingsource.net

Morris | Hardwick | Schneider
ATTORNEYS AT LAW

5110 Eisenhower Blvd | Suite 302A | Tampa, Florida 33634 | www.closingsource.net
ph: 410.284.9600 | alt: 866.503.4930 | fx: 813.319.1991

Jeffrey S. Sandler
Partner, Bar #508640

August 6, 2014

Escambia County Environmental Enforcement
Attn: Appeals
3363 W Park Place
Pensacola, FL 32505

RE: Property Address: 313 CHEROKEE TRAIL, PENSACOLA, FL 32506
Account No:
Re#:
Our File # FL-97011145-10

Dear Mr. Brown:

I have received your letter denying our request for relief of the attached code liens against the above referenced property. Please note, our Lis Pendens was filed June 13th 2011 and your liens were filed after that date. This relief must be approved by your office as you did not file your liens before our foreclosure action. Whether or not you properly named our client in the code enforcement lien is immaterial to the fact you filed after our action. Any lien recorded after the foreclosure is a junior creditor and that lien gets wiped out as of record. Your liens have no interest in the above real estate. Please provide our office with an updated payoff.

If there are any questions please do not hesitate to contact us.

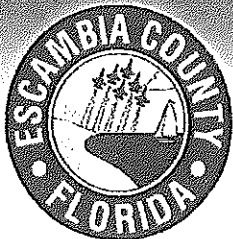
Thank you for your assistance,

P. Yolanda Brown
813-319-1990 ext. 14760

(enclosure)

Morris|Hardwick|Schneider, LLC





Board of County Commissioners • Escambia County, Florida

Jack R. Brown
County Administrator

August 27, 2014

P. Yolanda Brown
Morris Hardwick Schneider
Attorneys at Law
5110 Eisenhower Blvd., Suite 302A
Tampa, FL 33634

Re: Your Request for Relief from a County Code Enforcement Lien Against Property Located at 313 Cherokee Trail

Dear Ms. Brown:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement lien described in your letter dated August 6, 2014. Regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2., A.2., relief is not available to the violator and/or owner named in the code enforcement lien.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jack R. Brown", is written over a horizontal line.

Jack R. Brown
County Administrator

JRB:ac

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

Morris | Hardwick | Schneider

ATTORNEYS AT LAW

5110 Eisenhower Blvd | Suite 302A | Tampa, Florida 33634 | www.closingsource.net
ph: 410.284.9600 | alt: 866.503.4930 | fx: 813.319.1991

Jeffrey S. Sandler
Partner, Bar #508640

August 6, 2014

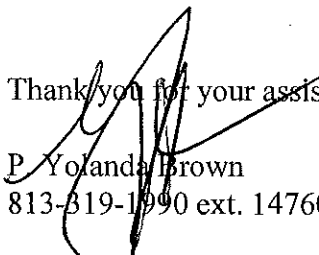
Escambia County Environmental Enforcement
Attn: Appeals
3363 W Park Place
Pensacola, FL 32505

RE: Property Address: 313 CHEROKEE TRAIL, PENSACOLA, FL 32506
Account No:
Re#:
Our File # FL-97011145-10

Dear Sir/Madam:

We are writing to appeal the code enforcement lien fees in the amount of \$12,129.00 for case number 2012CL041173. We believe the liens should have been extinguished due to our foreclosure action as the liens were filed after our LP date June 13, 2011. Furthermore, we understand there may be hard costs incurred and would be willing to pay those in order to eliminate the liens.

Thank you for your assistance,


P. Yolanda Brown
813-319-1990 ext. 14760

(enclosure)





Office of Environmental Enforcement



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

Property Address: 313 Cherokee Trail
Property Owner: Keith Black, Citimortgage
Original Complaint: Overgrowth, trash, debris and unsafe structure
EE Case #: CE111005156

10/28/11 Received complaint for overgrowth, trash, debris and unsafe structure. Officer investigated complaint and observed the above violations. Notice of Violation was posted at property and sent to owner both regular and certified mail. Notice of violation was returned marked "Unable to forward".

01/10/12 Officer reinspected property and observed violations remained. Requested title search.

03/06/12 No change in property, mailed Citimortgage an NOV. NOV received by bank.

04/04/12 Violations remain schedule case for court.

05/10/12 Hearing notice mailed to owner and bank both regular and certified mail. Hearing notice posted at property.

05/22/12 Hearing held. Court cost of \$1,100.00 awarded to county, \$100.00 per violation per day fines assessed with a deadline of July 6, 2012 to abate violations.

05/29/12 Copy of order mailed to owner both regular and certified mail.

10/24/12 All violations abated.

10/30/12 Letter of Compliance was mailed to the owner.

Lien Amount

| | |
|--------------|--------------------|
| Court Cost | \$1,100.00 |
| Fine | <u>\$10,900.00</u> |
| TOTAL | \$12,000.00 |

This does not include interest.

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

CITIMORTGAGE, INC.

CASE NO. 2011 CA 1053

Plaintiff,

SEC.: A

v.

KEITH A. BLACK AKA KEITH ALAN BLACK;
CHARLSIE E. BLACK; ANY AND ALL
UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL
DEFENDANT(S) WHO ARE NOT KNOWN TO
BE DEAD OR ALIVE, WHETHER SAID
UNKNOWN PARTIES MAY CLAIM AN
INTEREST AS SPOUSES, HEIRS, DEVISEES,
GRANTEES, OR OTHER CLAIMANTS; AND
TENANT.

Defendant(s).

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY FL
2011 JUN 17 P 12:27
CIRCUIT COURT ESCAMBIA
FILED & RECORDED

NOTICE OF LIS PENDENS

TO THE ABOVE-STYLED DEFENDANTS AND ALL OTHERS WHOM IT MAY
CONCERN:

YOU ARE HEREBY NOTIFIED of the institution of this action by Plaintiff against you seeking
to foreclose a mortgage on the following property in Escambia County, Florida:

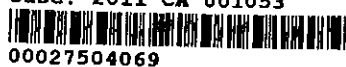
LOT 13, BLOCK 8, OSCEOLA COUNTRY CLUB, A SUBDIVISION OF A PORTION OF
SECTION 14 & 15, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY,
FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 18 OF THE PUBLIC RECORDS OF

This is an attempt to collect a debt and any information obtained may be used for that purpose.

File No.: FL-97011145-10

Case: 2011 CA 001053

FC-1st_61_Complaint03NoticeOfLisPendens v3



00027504069

Dkt: CA1039 Pg#: 2

4

SAID COUNTY:

commonly known as: 313 CHEROKEE TRAIL, PENSACOLA, FL 32506

Dated this 13th day of June, 2011

Morris|Hardwick|Schneider, LLC

By: T. Akinyemi

- George Wise, Esq., FBN: 71214
- Mary Beasley, Esq., FBN: 78063
- Patrick Jules, Esq., FBN: 85081
- Steven C. Fraser, Esq., FBN: 625825
- Toyosi S. Akinyemi, Esq., FBN: 86718

9409 Philadelphia Road
Baltimore, Maryland 21237

Mailing Address:
Morris|Hardwick|Schneider
5110 Eisenhower Blvd., Suite 120
Tampa, Florida 33634
Toll Free: 1-866-503-4930

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

ESCAMBIA COUNTY, FLORIDA

vs.

Keith A. Black
P. O. Box 3237
Pensacola, FL 32516

Case No.: CE 11-10-05156
Location: 313 Cherokee Trail
PR# 142S30-8001-013-008


ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of May 22, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris and (d) Overgrowth, 30-203 (n), (o), (p), (z), (aa) and (dd). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of \$1,100.00 imposed by the Order of Special Magistrate dated May 22, 2012, the following itemized fines and abatement fees are hereby imposed as follow:

| Itemized | Cost |
|---|-------------------|
| a. Fines (\$100.00 per day 7/7/12 - 10/24/12) | \$10,900.00 |
| b. County Abatement Fees | \$ _____ .00 |
| Total | \$10,900.00 which |

together with the previously imposed costs of \$1,100.00 makes a total of \$12,900.00.

DONE AND ORDERED at Escambia County, Florida, this 12th day of Dec., 2012.



Special Magistrate
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#11-10-05156
LOCATION: 313 Cherokee Trail
PR# 142S30-8001-013-008**

**Keith A. Black
P.O. Box 3237
Pensacola, Florida 32516**

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida and the Special Magistrate having considered the evidence before him/her in the form of testimony by the Enforcement Officer and the respondent or representative, Keith A. Black (CITYMORTGAGE, INC., did NOT APPEAR AFTER DUE NOTICE), as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

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

- 30-203 Unsafe Building; Described as Main Structure Accessory Building(s)
 - (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o)
 - (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (bb) (cc) (dd)
- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other I FURTHER FIND THAT KEITH A. BLACK HAS ABANDONED THE PROPERTY FOR ALL PURPOSES AND THAT CITIMORTGAGE, INC. HAS ASSUMED CONTROL AND POSSESSION OF THE PROPERTY TO THE EXCLUSION OF KEITH A. BLACK.
- Other _____
- Other _____
- Other _____
- Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: CITIMORTGAGE, INC. shall have until July 6, 2012 to correct the violation and to bring the violation into compliance. Corrective action shall include:

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing July 7, 2012. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

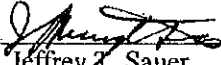
Costs in the amount of \$ 1100⁰⁰/₁₀₀ are awarded in favor of Escambia County as the prevailing party against CITY MORTGAGE, INC.

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 22nd day of MAY, 2012.



Jeffrey A. Sauer
Special Magistrate
Office of Environmental Enforcement

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#11-10-05156
LOCATION: 313 Cherokee Trail
PR# 142S30-8001-013-008

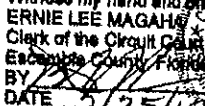
Keith A. Black
P.O. Box 3237
Pensacola, Florida 32516


ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida and the Special Magistrate having considered the evidence before him/her in
the form of testimony by the Enforcement Officer and the respondent or
representative, Keith A. Black (CITYMORTGAGE, INC., did NOT APPEAR AFTER DUE NOTICE), as well as evidence submitted and after
consideration of the appropriate sections of the Escambia County Code of Ordinances,
the Special Magistrate finds that a violation of the following Code of Ordinance(s) has
occurred and continues

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

- 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in the office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY 
DATE 5/25/12



- 30-203 Unsafe Building; Described as Main Structure Accessory Building(s)
 (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o)
 (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (bb) (cc) (dd)
- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other I FURTHER FIND THAT KEITH A. BLACK HAS ABANDONED THE PROPERTY FOR ALL PURPOSES AND THAT CITIMORTGAGE,
- Other INC. HAS ACCEPTED CONTROL AND POSSESSION OF THE PROPERTY TO THE EXCLUSION OF KEITH A. BLACK.
- Other _____
- Other _____
- Other _____
- Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: CITIMORTGAGE, INC. shall have until July 6, 2012 to correct the violation and to bring the violation into compliance. Corrective action shall include:

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$100.00 per day, commencing July 7, 2012. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.


Costs in the amount of \$1100⁰⁰/₁₀₀ are awarded in favor of Escambia County as the prevailing party against CITIMORTGAGE, INC.

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 22nd day of MAY, 2012.



Jeffrey A. Sauer
Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6779

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 10/09/2014

Issue: 5:31 p.m. Ordinance creating Part I, Chapter 34, Section 34-10 of the Escambia County Code of Ordinances

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating Part I, Chapter 34, Section 34-10 of the Escambia County Code of Ordinances relating to the assessment of additional court costs when a person is found guilty of a misdemeanor involving the unlawful use of drugs or alcohol.

BACKGROUND:

At its September 25, 2014 meeting, the Board approved setting the Public Hearing for consideration of adopting the above-referenced ordinance.

Pursuant to the authority granted in §938.13, Florida Statutes, the Board of County Commissioners is authorized to enact an ordinance providing for an assessment of additional court costs when a person is found guilty of a misdemeanor involving the unlawful use of drugs or alcohol. The proposed Ordinance will provide for the collection of such costs.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Ordinance

ORDINANCE 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING PART 1, CHAPTER 34, SECTION 34-10 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ASSESSMENT OF ADDITIONAL COURT COSTS FOR MISDEMEANOR DEFENDANTS CONVICTED OF UNLAWFUL USE OF DRUGS OR ALCOHOL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §938.13, Florida Statutes, the Board of County Commissioners is authorized to enact an ordinance providing for an assessment of additional court costs when a person is found guilty of a misdemeanor involving the unlawful use of drugs or alcohol; and

WHEREAS, the Board of County Commissioners finds that the proposed Ordinance providing for the collection of such costs serves an important public purpose.

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

Section 1. Chapter 34, Section 34-10 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Sec. 34-10. Additional Court Costs for misdemeanor defendants convicted of unlawful use of drugs or alcohol.

- (a) *Assessment of court cost.* Pursuant to the authority granted in §938.13, Florida Statutes, when any person is found guilty of any misdemeanor under the laws of the State of Florida in which the unlawful use of drugs or alcohol is involved, there shall be imposed an additional cost in the case, in addition to any other cost required to be imposed by law, in the sum of \$15.
- (b) The clerk of the circuit court shall be authorized to collect the \$15.00 and forward \$14.00 thereof to the county, to be deposited to the credit of the Escambia County Alcohol and Other Drug Abuse Trust Fund for allocation to local substance abuse programs under §893.165, Florida Statutes. The clerk of the circuit court shall retain the remaining \$1 of each \$15 collected as an administrative fee.
- (c) The clerk of the circuit court shall be authorized to supervise the administration of the fund for the board of county commissioners and shall disburse funds generated by the assessment as directed by the board of county commissioners.

Section 2. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code.

It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 4. Effective Date.

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

DONE AND ENACTED this ____ day of _____ 2014.

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 12/5/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:



AI-6931

Clerk & Comptroller's Report 10. 1.

BCC Regular Meeting

Consent

Meeting Date: 10/09/2014

Issue: Minutes and Reports

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Approve the Minutes of the Second Public Hearing regarding the Fiscal Year 2014-2015 County-wide Budget;
- B. Approve the Minutes of the Special Board Meeting held September 23, 2014;
- C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 25, 2014; and

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

- D. Approve the Minutes of the Regular Board Meeting held September 25, 2014.
-

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6893

Growth Management Report 10. 1.

BCC Regular Meeting

Meeting Date: 10/09/2014

Issue: Review of Rezoning Cases heard by the Planning Board on September 2, 2014

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on September 2, 2014

That the Board take the following action concerning the rezoning cases heard by the Planning Board on September 2, 2014:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-13, Z-2014-14, and Z-2014-18 or remand the cases back to the Planning Board;
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

- 1. Case No** **Z-2014-13**
 - Address: 1170 Blue Oval Lane
 - Property Reference No.: 29-1N-31-3301-000-000
 - Property Size: 3.54 (+/-) acres
 - From: V-1, Villages Single-Family Residential District (one du/acre)
 - To: VR-2, Villages Rural Residential District (one du/.75 acres)
 - FLU Category: MU-S, Mixed-Use Suburban
 - Commissioner District: 5
 - Requested by: Tim Kelly and Debra Perry, Owners
 - Planning Board Recommendation: Approval
 - Speakers: Debra Perry, Tim Kelly
- 2. Case No.:** **Z-2014-14**
 - Address: 8400 Blk Cedar Springs Road
 - Property Reference: 25-3N-32-1400-000-000
 - Property Size: 25.34 (+/-) acres

From: VAG-1, Villages Agriculture District (five du/100 acres on one acre parcels)
To: VAG-2, Villages Agriculture District (one du/five acres)
FLU Category: AG, Agriculture
Commissioner District: 5
Requested by: Christopher Carmen, Agent for David and Andrea Saguan, Owners
Planning Board Recommendation: Approval
Speakers: Christopher Carmen

3. Case No.:

Z-2014-18

Address: 7170 Blue Angel Parkway
Property Reference: 25-1S-31-2101-001-002
Property Size: 4.66 (+/-) acres
From: R-R, Rural Residential District (cumulative) (two du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: Wiley C. "Buddy" Page, Agent for Doris Minchew, Owner
Planning Board Recommendation: Approval
Speakers: Buddy Page

BACKGROUND:

The above cases were owner initiated and heard at the September 2, 2014 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use requested by the applicant and advertised. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

To further the County's policy of "decreasing response time from notification of citizen

needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2014-13

Z-2014-14

Z-2014-18

Z-2014-13

1 photography for the property.
 2 Next we will hear from the applicant and
 3 any witnesses that they may wish to call.
 4 Then we will hear from the staff and any
 08:36AM 5 witnesses that they may wish to call. Finally
 6 we will hear from members of the public who
 7 have filed a speaker request form.
 8 At this time I'll ask our court reporter
 9 to please swear in the members of staff that
 08:36AM 10 will testifying today, please.
 11 (County Staff sworn.)
 12 MR. BRISKE: Members, you've been
 13 previously provided copies of these
 14 individuals' resumes and qualification. Do
 08:37AM 15 any of the Planning Board members have
 16 questions concerning their qualifications or
 17 expertise in the area of land use and
 18 planning? Okay. Hearing none, we will
 19 qualify all the staff members as expert
 08:37AM 20 witnesses in all of today's cases.
 21 The rezoning hearing package for
 22 September 2nd with the staff's
 23 Findings-of-Fact has been entered into
 24 evidence and provided to the Board members.
 08:37AM 25 The Chair will entertain a motion to accept
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1 on the record. We do have a timer, so we ask
 2 that you be respectful of other people so
 3 everyone can get their comments out.
 4 (Transcript continues on Page 12.)
 5 * * *

VOID

TAYLOR REPORTING SERVICES, INCORPORATED

1 the rezoning hearing package and the staff's
 2 Findings-of-Fact, as well as the legal
 3 advertisement into evidence.
 4 MR. LOWERY: So moved.
 08:37AM 5 MR. BRISKE: We have a motion. Second?
 6 MS. DAVIS: Second.
 7 MR. BRISKE: Second. Any discussion? All
 8 those in favor, say aye.
 9 (Board members vote.)
 08:37AM 10 MR. BRISKE: Opposed?
 11 (None.)
 12 MR. BRISKE: The motion carries.
 13 (Motion carried unanimously.)
 14 MR. BRISKE: The rezoning hearing package
 08:38AM 15 with the staff's Findings-of-Fact and the
 16 legal advertisement will be marked and
 17 included in the record as Composite Exhibit A
 18 for all of today's cases.
 19 (Composite Exhibit A, Rezoning Hearing
 08:38AM 20 Package, was admitted.)
 21 MR. BRISKE: We do have four cases today.
 22 We're going to go ahead and jump right into
 23 them. I will say that when you come up to
 24 speak, we do hear from everyone who wants to
 08:38AM 25 get their opinion on the record, their facts
 TAYLOR REPORTING SERVICES, INCORPORATED

1 * * *
 2 CASE NO: Z-2014-13
 3 Applicant: Tim Kelly and Debra Perry, Owners
 Address: 1170 Blue Oval Lane
 4 From: V-1, Villages Single-Family Residential
 District (one du/acre)
 5 To: VR-2, Villages Rural Residential District
 (one du/.75 acres)

6
 7 MR. BRISKE: The first rezoning
 8 application for consideration is Case
 9 Z-2014-13. This is Tim Kelly and Debra Perry,
 08:38AM 10 owners, 1170 Blue Oval Lane, 3.54 acres being
 11 requested from V-1, Villages Single-Family
 12 Residential, to VR-2, Villages Rural
 13 Residential District.

14 At this time I'm going to ask members of
 08:39AM 15 the Board if there's been any ex parte
 16 communication between you, the applicant, the
 17 applicant's agents, attorneys, witnesses,
 18 fellow Planning Board members or anyone from
 19 the general public prior to this hearing?
 08:39AM 20 I'll also ask that you disclose if you have
 21 visited the subject property. Please also
 22 disclose if you are a relative or business
 23 associate of the applicant or the applicant's
 24 agents.

08:39AM 25 We'll start down here with Ms. Oram. Good
 TAYLOR REPORTING SERVICES, INCORPORATED

13

1 morning.

2 MS. ORAM: Good morning. No to all.

3 MR. GOODLOE: Mr. Chairman, no to all.

4 MR. LOWERY: Mr. Chairman, no to all.

08:39AM 5 MR. BRISKE: The Chairman. No to all.

6 MR. TATE: No to all.

7 MS. DAVIS: No to all.

8 MR. WINGATE: I did visit the site, but no

9 communication.

08:39AM 10 MR. BRISKE: Thank you, Mr. Wingate.

11 Staff, was a notice of hearing sent to all

12 interested parties?

13 MS. MALLORY: Yes, it was.

14 MR. BRISKE: Was that notice also posted

08:40AM 15 on the subject property?

16 MS. MALLORY: Yes, sir, it was.

17 MR. BRISKE: At this time we'll have the

18 staff present the maps and the photography for

19 Case Z-2014-13.

08:40AM 20 (Presentation of Maps and Photographs.)

21 MS. CAIN: Allyson Cain, Urban Planner.

22 This is for 1170 Blue Oval Lane, from V-1,

23 Villages Single-Family Residential,

24 one dwelling unit per acre, to VR-2, Villages

08:40AM 25 Rural Residential, one dwelling unit per .75

TAYLOR REPORTING SERVICES, INCORPORATED

14

1 acres.

2 This is a our location showing the general

3 location of the property. Let me go to full

4 screen for that. This is the Future Land Use

08:40AM 5 Map showing it's Mixed Use Suburban. This is

6 the existing land use map showing the subject

7 property circled in the red and the

8 surrounding properties with their acreage.

9 This is the zoning map showing the current V-1

08:41AM 10 with the surrounding VAG-2, VR-1. This is our

11 public notice sign posted on the site.

12 This is the subject property. This is

13 also the subject property but on the left side

14 at the end of Blue Oval Lane. This is looking

08:41AM 15 onto the right side of the subject property.

16 This is looking at the adjoining parcel still

17 a little further to the right of the subject

18 property. This is another view also of the

19 adjoining parcel. This is looking toward

08:41AM 20 Highway 97 from the subject property on Blue

21 Oval. Looking across the street from the

22 subject property. This is looking from the

23 subject property across Blue Oval, some more

24 of the property across the street. This is

08:41AM 25 our 500-foot radius map that we obtained from

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15

1 the property appraiser's website and this is

2 our mailing list sent out to everyone within

3 the 500-foot radius of the subject property.

4 That concludes the maps.

08:42AM 5 MR. BRISKE: Thank you, Allyson. Board

6 members, any questions about the maps or

7 photography? Thank you.

8 Ms. Perry and Mr. Kelly, who will be

9 presenting? Both of you together?

08:42AM 10 MS. PERRY: Yes.

11 MR. BRISKE: Please come forward and I

12 will ask our court reporter to swear you in,

13 please.

14 (Debra Kelly and Tim Kelly sworn.)

08:42AM 15 MR. BRISKE: Good morning. I'll ask both

16 of you to please state your name and address

17 on the record. If you will pull the

18 microphone down, we do record the proceedings

19 so that you can get it on because it doesn't

20 pick up sometimes. Your name and address,

21 please.

22 MS. PERRY: Good morning, Mr. Briske. My

23 name is Debra Perry.

24 MR. KELLY: Good morning. My name is Tim

08:42AM 25 Kelly, 1170 Blue Oval Lane.

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16

1 MR. BRISKE: Thank you very much. Have

2 you both received a copy of the staff's

3 Findings-of-Fact and the rezoning hearing

4 package?

08:43AM 5 MS. PERRY: We did.

6 MR. BRISKE: Do you understand that you

7 have the burden of providing substantial

8 competent evidence that the proposed rezoning

9 is consistent with the Comprehensive Plan,

08:43AM 10 furthers the goals, objectives and policies of

11 that plan and is not in any conflict with the

12 Land Development Code?

13 MS. PERRY: We do.

14 MR. BRISKE: You may proceed.

08:43AM 15 MR. TATE: Mr. Chairman, before they get

16 into their presentation, I would like to ask

17 you all, there's nobody here to speak for or

18 against this other than yourselves, and staff

19 has presented us already with Findings-of-Fact

08:43AM 20 that basically state this is consistent, your

21 request is consistent.

22 MS. PERRY: Yes, sir.

23 MR. TATE: We can, if you so choose,

24 accept staff's or you can accept staff's

08:43AM 25 Findings-of-Fact as your Findings-of-Fact and

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17

1 we can go ahead and vote on this and be done
 2 with this portion and that's the record that
 3 will go to the next meeting, as well.
 4 MS. PERRY: Mr. Tate, I think that's an
 08:44AM 5 excellent idea. The only thing I would have
 6 to add to what the findings are is that we had
 7 requested VR-2 initially, and under Criterion
 8 (3) they recommended even that a VR-1 would be
 9 more appropriate, so whichever, VR-2 or VR-1
 08:44AM 10 that the Board felt would be better would be
 11 fine with us.
 12 MR. TATE: Your request was for VR-2,
 13 that's what you desire?
 14 MS. PERRY: Yes, sir, it was initially.
 08:44AM 15 MR. TATE: I believe that's what we've
 16 been -- that's the Findings-of-Fact that we
 17 received, so we can proceed on that.
 18 MS. PERRY: That's fine.
 19 MR. BRISKE: Allyson?
 08:44AM 20 MS. CAIN: We do note that even though
 21 they did request the VR-2, we did make a
 22 finding that even though the VR-2 is
 23 consistent with the surrounding uses and all
 24 the other criteria, we felt that it would be
 08:44AM 25 more consistent in keeping with the dwelling
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18

1 units because the VR-2 is one dwelling per .75
 2 and in keeping with the surrounding area the
 3 VR-1 would allow one dwelling unit per four
 4 acres, which if you look at the zoning map
 08:45AM 5 there is no VR-2 within the area, and VR-1 is
 6 more in keeping with the area.
 7 So even though they did request the VR-2
 8 and after speaking with them and after we were
 9 doing our findings, they also agreed that
 08:45AM 10 either one, whichever, would be more
 11 consistent. It would give them -- it would
 12 allow them to do whatever they had intended to
 13 do, whether it was the VR-1 or the VR-2.
 14 MR. TATE: Mr. Chairman, I don't know if
 08:45AM 15 that's an issue with me if our findings are
 16 VR-2 and the applicant would prefer the VR-2.
 17 MR. BRISKE: Well, that's what I was going
 18 to say. They would have to amend their
 19 application if they wanted to change from what
 08:45AM 20 they had originally asked for.
 21 If you want to stick with the VR-2, the
 22 Board will consider that. Like Mr. Tate said,
 23 our findings have the information in the
 24 package. If you wish to alter the
 08:46AM 25 application, you can do so verbally because
 TAYLOR REPORTING SERVICES, INCORPORATED

19

1 the Findings-of-Fact will also be applicable,
 2 so it would be your call on that.
 3 MS. PERRY: Would we have to wait another
 4 month if we changed it to VR-1?
 08:46AM 5 MR. BRISKE: No, it would be addressed
 6 today because the findings will address either
 7 one of them.
 8 MS. PERRY: I think VR-1 we felt would be
 9 most likely to be approved since it is more
 08:46AM 10 consistent with the surrounding areas.
 11 MR. BRISKE: So you would like to
 12 formally -- I'm sorry.
 13 MR. TATE: I mean, I just want to discuss
 14 this a little bit already. The County has
 08:46AM 15 indicated in their findings, and correct me if
 16 I'm wrong, VR-2 is appropriate and useful
 17 there. You have the ability today to choose
 18 VR-2. I'm telling you personally from my
 19 perspective I have no problem saying I think
 08:46AM 20 this is fine based on staff's
 21 Findings-of-Fact. That gives you the highest
 22 and best use of your property. If you choose
 23 VR-1, we'll be happy to --
 24 MS. PERRY: If you think that that would
 08:47AM 25 give us the highest and best use of our
 TAYLOR REPORTING SERVICES, INCORPORATED

20

1 property, then certainly we'll stick with that
 2 and just leave it the way it is.
 3 MR. BRISKE: So you will leave the
 4 application the way it is and accept the
 08:47AM 5 staff's Findings-of-Fact?
 6 MS. PERRY: Yes.
 7 MR. BRISKE: Before we go into your
 8 motion, Mr. Tate, is there anyone here to
 9 speak for or against this matter? Hearing
 08:47AM 10 none, the floor is open. Mr. Tate.
 11 MR. TATE: Just as a clarification, the
 12 VR-1 dwelling units per acre is what?
 13 MS. CAIN: One per .75.
 14 MR. TATE: No, VR-1.
 08:47AM 15 MS. CAIN: I'm sorry, per four acres.
 16 MR. TATE: And they're currently one per
 17 acre. They're going to one per quarter acre
 18 so it is the highest and best use then.
 19 (Motion by Mr. Tate.)
 08:47AM 20 Mr. Chairman, I would recommend approval
 21 of this rezoning from V-1 to VR-2 and accept
 22 staff's Findings-of-Fact and this is in
 23 reference to Case Number Z-2014-13.
 24 MR. LOWERY: Second.
 08:48AM 25 MR. BRISKE: We have a motion and a
 TAYLOR REPORTING SERVICES, INCORPORATED

1 second. Discussion or questions from staff
 2 members? Okay. Hearing none, all those in
 3 favor, say aye.
 4 (Board members vote.)
 08:48AM 5 MR. BRISKE: Opposed?
 6 (None.)
 7 MR. BRISKE: The motion carries
 8 unanimously.
 9 (The motion passed unanimously.)
 08:48AM 10 MR. BRISKE: We'll be in touch with you
 11 for your hearing in front of the Board of
 12 County Commissioners.
 13 MS. PERRY: Thank you, very much.
 14 MR. BRISKE: Thank you.
 08:48AM 15 They don't all go that easy folks. They
 16 don't all go that easy.
 17 (Conclusion of Case Z-2014-13. The
 18 transcript continues on Page 22.)
 19 * * *

TAYLOR REPORTING SERVICES, INCORPORATED

1 * * *
 2 CASE NO: Z-2014-14
 3 Applicant: Christopher Carmen, Agent for David
 and Andrea Saguan, Owners
 4 Address: 8400 Block Cedar Springs Road
 Property Size: 25.34 (+/-) acres
 5 From: VAG-1, Villages Agriculture District
 (five du/100 acres on one acre
 6 parcels)
 To: VAG-2, Villages Agriculture District
 7 (one du/five acres)

VOID

08:48AM 8 MR. BRISKE: This case is Z-2014-14.
 9 This is Christopher Carmen, who is acting as
 10 the agent for David and Andrea Saguan, the
 11 owners, 8400 Block of Cedar Springs Road,
 12 25.34 acres, from Villages Agriculture One, to
 13 VAG-2.
 08:49AM 14 Members of the Board, once again I'll ask
 15 if there's been any ex parte communication on
 16 this case between you, the applicant, agents,
 17 attorneys, witnesses, Planning Board members
 18 or members of the general public? Also please
 19 disclose if you have visited the subject
 08:49AM 20 property and disclose if you are a relative or
 21 business associate of any of the parties.
 22 Ms. Oram.
 23 MS. ORAM: No to all.
 08:49AM 24 MR. GOODLOE: No to all.
 25

TAYLOR REPORTING SERVICES, INCORPORATED

1 MR. LOWERY: No to all.
 2 MR. BRISKE: The Chairman. No to all.
 3 MR. TATE: No to all.
 4 MS. DAVIS: No to all.
 08:49AM 5 MR. WINGATE: No contact, just a drive-by.
 6 MR. BRISKE: Thank you, Mr. Wingate.
 7 Staff -- I'm sorry. Did you have
 8 something else?
 9 MR. WINGATE: No.
 08:49AM 10 MR. BRISKE: Staff, was a notice of
 11 hearing sent to all interested parties in this
 12 case?
 13 MS. MALLORY: Yes, it was.
 14 MR. BRISKE: And was it also posted on the
 08:49AM 15 subject property?
 16 MS. MALLORY: Yes, sir, it was.
 17 MR. BRISKE: Allyson, if you will present
 18 the maps and photography for this case,
 19 please.
 08:50AM 20 (Presentation of Maps and Photography.)
 21 MS. CAIN: 8400 Cedar Springs Road, from
 22 VAG-1, Village Agriculture, to VAG-2, Village
 23 Agriculture, one dwelling units per
 24 five acres. This is our locational map
 08:50AM 25 showing the wetlands. This is our aerial

VOID

TAYLOR REPORTING SERVICES, INCORPORATED

1 photography. This is the Future Land Use with
 2 Agricultural Future Land Use designation.
 3 This is the existing land use map. This is
 4 the zoning map showing the VAG-1 and VAG-2.
 08:50AM 5 This is our public notice sign posted on the
 6 site. This is looking into the property the
 7 best that we could. This is looking north on
 8 Cedar Springs Road. This is looking west from
 9 the subject property across the street. This
 08:50AM 10 is looking south along Cedar Springs Road.
 11 Looking north onto the subject property. This
 12 is a our 500-foot radius. This is a list of pictures
 13 Chris Jones. This is a list for the
 14 people in the 500-foot radius. That concludes
 08:51AM 15 the pictures.

VOID

16 MR. BRISKE: Thank you.
 17 Board members, any questions on the maps
 18 or photography? Hearing none.
 19 Mr. Carmen, please come forward. Good
 08:51AM 20 morning, sir. Please be sworn in.
 21 (Christopher Carmen sworn.)
 22 MR. BRISKE: Good morning, sir. If you
 23 will please state your full name and address
 24 for the record.
 08:51AM 25 MR. CARMEN: Christopher Carmen, 6506

TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. A.

Meeting Date: 09/02/2014
CASE : Z-2014-13
APPLICANT: Tim Kelly and Debra Perry, Owners
ADDRESS: 1170 Blue Oval Lane
PROPERTY REF. NO.: 29-1N-31-3301-000-000
 MU-S, Mixed-Use
FUTURE LAND USE: Suburban
DISTRICT: 5
OVERLAY DISTRICT: NA
BCC MEETING DATE: 10/09/2014

SUBMISSION DATA:

REQUESTED REZONING:

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

TO: VR-2, Villages Rural Residential District (one du/.75 acre)

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: residential, retail and services, professional office, recreational facilities, public and civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

FINDINGS

The proposed amendment to VR-2 **is consistent** with the intent and purpose of FLU category

MU-S as stated in CPP FLU 1.3.1. The current future land use allows for residential uses and promotes compatible infill development.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

The proposed rezoning request to VR-2 is **consistent** with the intent and purpose of the zoning district. The VR-2 designation reflects more affordable lot sizes for single family development although rezoning to a category with larger lot size requirements would be more consistent with the neighboring parcels currently zoned VR-1. The VR-1 and VR-2 districts allows for agricultural, farm animals, and other agricultural related activities.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The surrounding parcels are zoned VR-1, VAG-2, and V-1. The current zoning of the subject parcel is V-1 with a density of one dwelling unit per acre and the requested zoning to VR-2 has a density of one dwelling unit per .75 acres. Keeping consistent with the surrounding zoning, a VR-1 zoning would be more compatible, allowing one dwelling unit per four acres and would be consistent with the current densities in the area, having more allowable uses including farm animals and agricultural-related activities.

CRITERION (4)

Changed conditions.

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

FINDINGS

Staff found **no changed conditions** that would impact the amendment or property(s). The subject parcel was rezoned in 2005 from VAG-2 to V-1 at which time the large parcel was split and sold, making the existing parcels smaller and unable to go back to the original zoning designation of VAG-2 because of density.

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the

subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

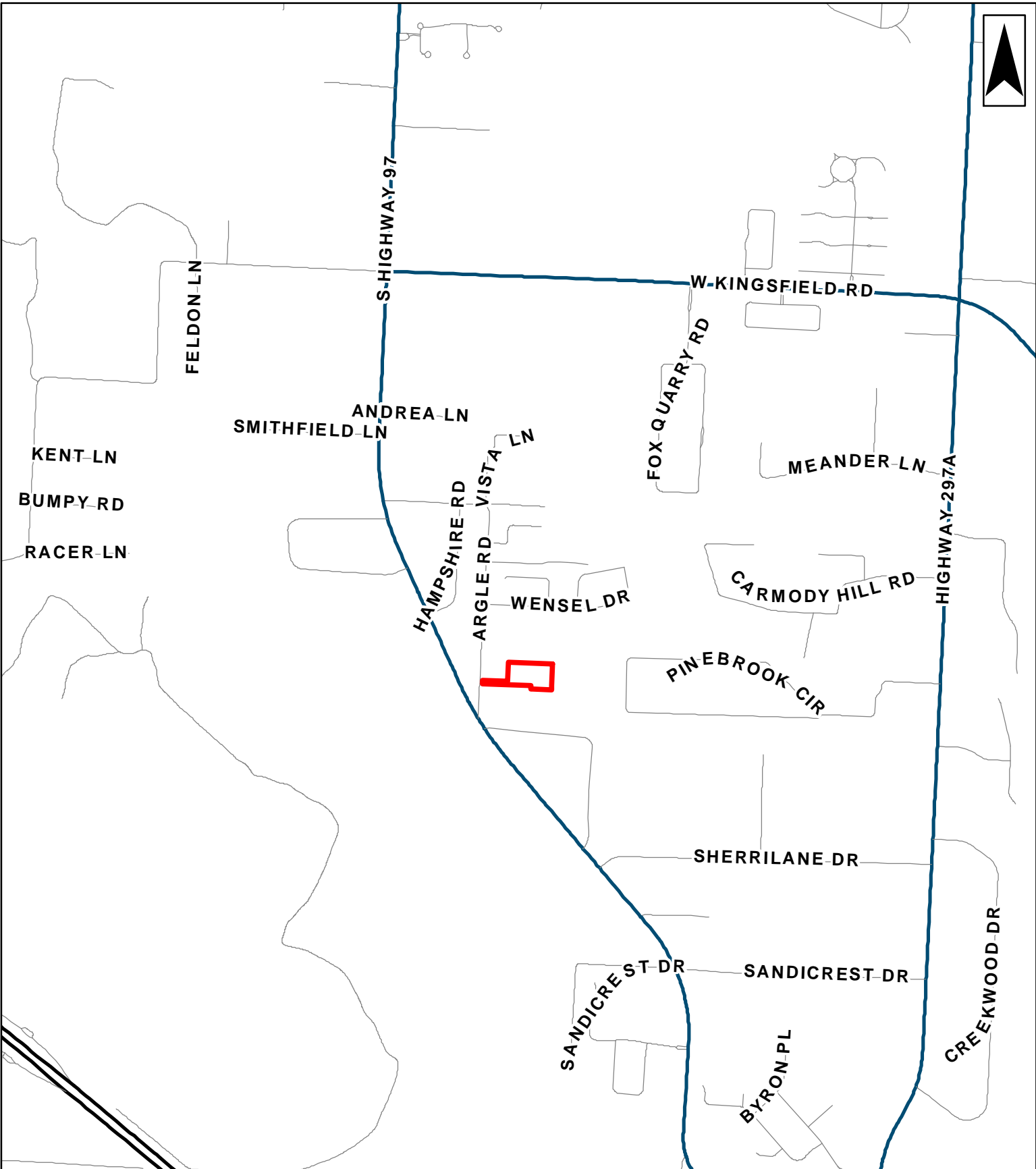

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would** result in a logical and orderly development pattern. The use on the subject parcel is residential reflecting rural development patterns, which is consistent with the surrounding residential uses.

Attachments

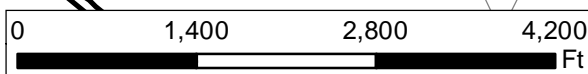
Z-2014-13








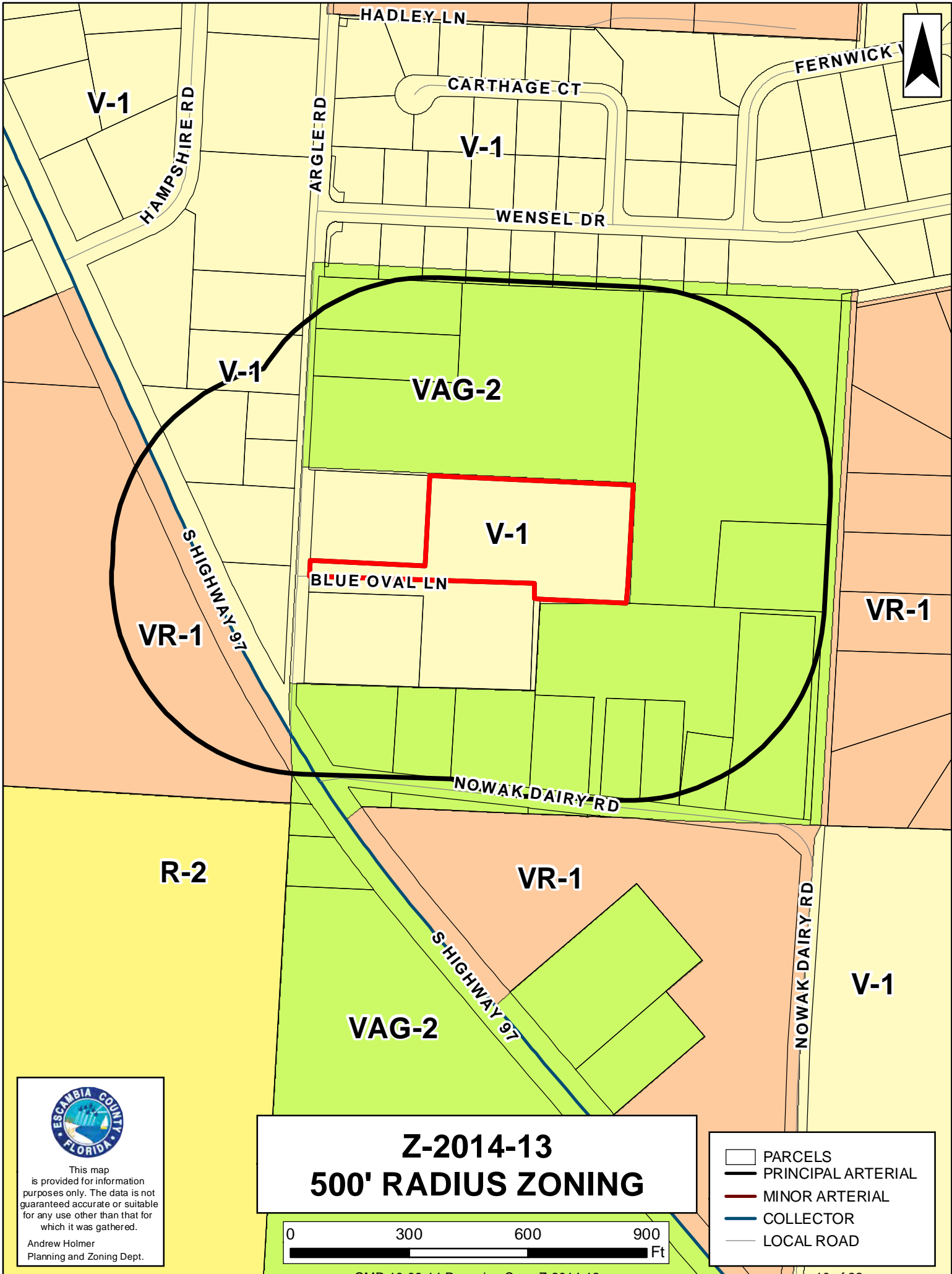
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer
Planning and Zoning Dept.

Z-2014-13 LOCATION MAP

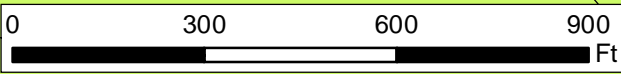







-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD

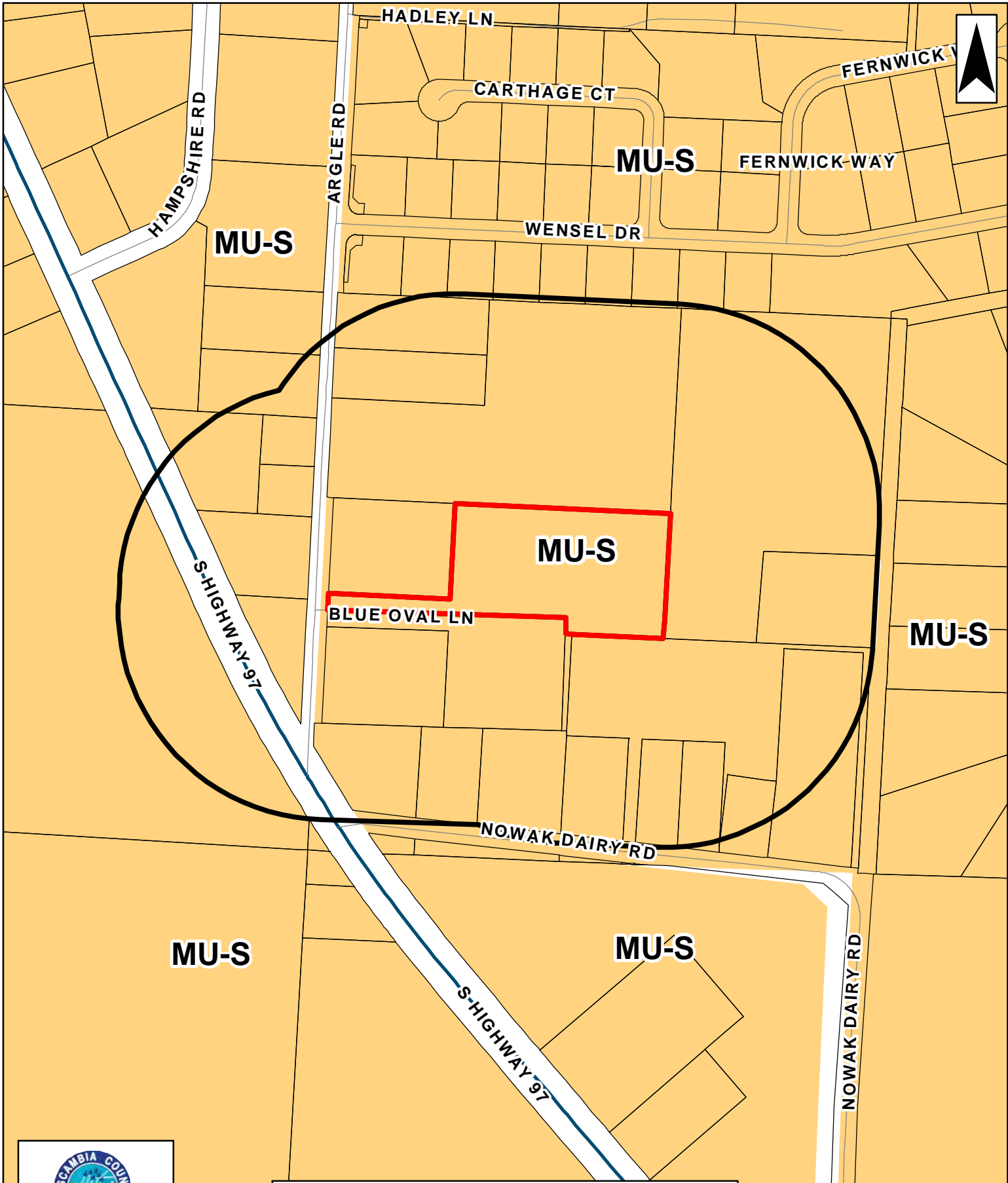




 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 Andrew Holmer
 Planning and Zoning Dept.

Z-2014-13
500' RADIUS ZONING



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

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

Andrew Holmer
Planning and Zoning Dept.

Z-2014-13 FUTURE LAND USE



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



ARGLE RD

S-HIGHWAY-97

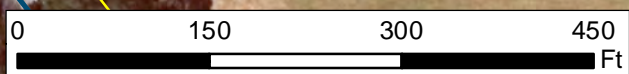
NOWAK DAIRY RD



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

Andrew Holmer
Planning and Zoning Dept.

Z-2014-13 AERIAL MAP



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



The image shows a red public notice sign for a rezoning case. The sign is posted on a grassy area next to a gravel driveway. It contains the following information:

- Escambia County Logo:** Located in the top left corner.
- NOTICE OF PUBLIC HEARING REZONING:** The main title of the sign.
- CASE NO.:** Z-2014-13
- CURRENT ZONING:** V-1
- PROPOSED ZONING:** VR-2
- PLANNING BOARD:** A section header.
- DATE:** 09/02/14
- TIME:** 8:30 AM
- LOCATION OF HEARING:** ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX, 3363 WEST PARK PLACE, ROOM 194 BOARD MEETING ROOM.
- BOARD OF COUNTY COMMISSIONERS:** A section header.
- DATE:** 10/09/14
- TIME:** 5:45 PM
- LOCATION OF HEARING:** ESCAMBIA COUNTY GOVERNMENT CENTER, 721 PALAFOX PLACE, 1ST FLOOR BOARD MEETING ROOM.
- FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL DEVELOPMENT SERVICES AT 904-3475 OR VISIT WWW.WYEGDAMBA.COM**
- PLEASE DO NOT REMOVE THIS SIGN PROPERTY OF ESCAMBIA COUNTY**

Public Notice Sign



Subject Property



Left side of subject property at the end of Blue Oval Lane



Looking onto the right side of subject property



Looking as adjoining parcel



Another view of adjoining parcel

A photograph showing a gravel driveway leading towards a house. The driveway is in the foreground, flanked by a large green lawn. In the background, there is a dense line of trees and a house with a white car parked in front. The sky is clear and blue.

Looking from subject property toward Hwy 97



Looking across Blue Oval Lane from subject property



Looking from subject property across Blue Oval Lane

1170 Blue Oval Lane
Cantonment, FL 32533
July 15, 2014

Dear Members of the Planning Board,

We are writing to you to request that our property be rezoned from the current V-1 to VR-2. We recently bought our home and moved here from Kentucky. Our property was originally agricultural and was rezoned to V-1 when the previous owner bought the lot and split it into four separate properties in 2005. Our lot is the largest, at just over three and a half acres. To address the specific criteria:

1. The lot was originally VAG-2. It cannot be zoned back to that due to the size of the lot now. VR-2 or VR-3 would allow for farm animals and still be conforming due to lot size and density. There are several lots around us that are still agricultural, so we would fit in with the surrounding zones.
2. By rezoning to VR-2, we would be consistent with the Land Development Code due to the size of the lot.
3. Rezoning would keep us compatible with the existing and proposed uses in the area, which are agricultural and residential.
4. There are no changed conditions which would impact the amendment or properties.
5. There would be no ill effects on the natural environment. In fact, our intent is to keep it as natural as possible, conserving the trees and woodlands as much as we can.
6. The proposed change would still be logical and orderly, consistent with the surrounding properties. We certainly have no desire to either have a more dense population pattern or commercial property in the neighboring areas.

In conclusion, we would respectfully request that our property be rezoned to VR-2. Thank you for considering our proposal.

Sincerely,



Debra Perry and Tim Kelly



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: V-1 to: VR2

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

Owner(s) Name: Tim Kelly + Debra Perry Phone: 850-968-0495

Address: 1170 Blue Oval Ln, Cantonment FL 32533 Email: kittiesmom@aol.com

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

Property Address: 1170 Blue Oval Ln, Cantonment FL 32533

Property Reference Number(s)/Legal Description: 29-1N-31-3301-000-000

By my signature, I hereby certify that:

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

Signature of Owner/Agent: [Signature] Printed Name Owner/Agent: Debra Perry Date: 7-14-14

Signature of Owner: [Signature] Printed Name of Owner: Timothy C. Kelly Date: 7-14-14

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 14th day of July 20 14, by Tim + Debra Perry.

Personally Known or Produced Identification Type of Identification Produced: Kentucky License P98-130-611 Exp 5-2018
Kentucky K98-129-784 Exp. 8-2014

Signature of Notary: [Signature] Name of Notary: Margaret A. Cain

MARGARET A. CAIN
Notary Public - State of Florida
My Comm. Expires Nov 11, 2017
Commission # **FF 069473**
Bonded Through National Notary Assn.

FOR OFFICE USE ONLY

CASE NUMBER: Z-2014-13

Meeting Date(s): PB 9/2/14, BCC 10/9/14 Accepted/Verified by: A. Cain Date: 7/14/14

Fees Paid: \$1,220.50 Receipt #: _____ Permit #: PR2140700014

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 29-1N-31-3301-000-000

Property Address: 1170 Blue Oval Lane, Cantonment, FL 32533

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

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

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

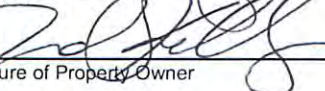
- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 14th DAY OF July, YEAR OF 2014.


Signature of Property Owner

Debra Perry
Printed Name of Property Owner

7-14-14
Date


Signature of Property Owner

Timothy C. Kelly
Printed Name of Property Owner

7-14-14
Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

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

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

- Planning Board and the Board of County Commissioners to request a rezoning on the above
referenced property.
Board of Adjustment to request a(n) _____ on the above referenced property.

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

N/A

Agent Name: _____ Email: _____
Address: _____ Phone: _____

Signature of Property Owner Printed Name of Property Owner Date
Signature of Property Owner Printed Name of Property Owner Date

STATE OF _____ COUNTY OF _____

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

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

Signature of Notary Printed Name of Notary (Notary Seal)

THIS INSTRUMENT PREPARED BY AND RETURN TO

SURETY LAND TITLE OF FLORIDA, LLC
2600 N 12th Avenue
PENSACOLA, FL 32503
Property Appraisers Parcel Identification (Folio) Number 29-1N-31-3301-000-000

This is to certify that this is a true and correct copy of the original of this instrument.
Surety Land Title of Florida, LLC

WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 27th day of May, 2014 by Stephen E Neshem and Veronica S. Neshem, husband and wife, whose post office address is 2460 Argle Road, Cantonment, FL 32533 herein called the grantors, to Debra Perry and Timothy S Kell as joint tenants with rights of survivorship whose post office address is 1170 Blue Oak Lane Cantonment FL 32533, hereinafter called the Grantees

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH. That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10 00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz

See attached Exhibit "A" for legal description

Subject to easements, restrictions and reservations of record and taxes for the year 2014 and thereafter

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

TO HAVE AND TO HOLD, the same in fee simple forever

AND, the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple, that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written

Signed, sealed and delivered in the presence of

[Signature]
Witness #1 Signature

Mark Darnley
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Patricia A Snellgrove
Witness #2 Printed Name

[Signature]
Stephen E. Neshem

Veronica S. Neshem
Veronica S. Neshem

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28 day of May, 2014 by Stephen E Neshem and Veronica S Neshem who are personally known to me or have produced drivers license as identification

PATRICIA A SNELLGROVE
SEALMY COMMISSION #EE75127
EXPIRES APRIL 10, 2015
Notary Public-State of Florida

[Signature]
Notary Public

Printed Notary Name

My Commission Expires

EXHIBIT "A"

LOT 2 (UNRECORDED SUBDIVISION ARGLE ROAD)

COMMENCING AT A 4 INCH ROUND CONCRETE MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 32 MINUTES 43 SECOND WEST ALONG THE WEST LINE OF SAID SECTION 29 FOR A DISTANCE OF 848 10 FEET, THENCE DEPARTING SAID WEST LINE OF SECTION 29, GO NORTH 88 DEGREES 37 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 319 00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 88 DEGREES 37 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 504 01 FEET, THENCE GO SOUTH 00 DEGREES 42 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 304 29 FEET, THENCE GO SOUTH 88 DEGREES 37 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 225 52 FEET, THENCE GO NORTH 00 DEGREES 42 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 34 31 FEET, THENCE GO SOUTH 88 DEGREES 37 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 569 25 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ARGLE ROAD, THENCE GO NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 40 00 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE GO NORTH 88 DEGREES 37 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 290 00 FEET, THENCE GO NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 230 00 FEET TO THE POINT OF BEGINNING ALL LYING AND BEING IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

SUBJECT TO A 40 00 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS AS FOLLOWS

THE WEST 340 00 FEET OF THE SOUTH 40 00 FEET

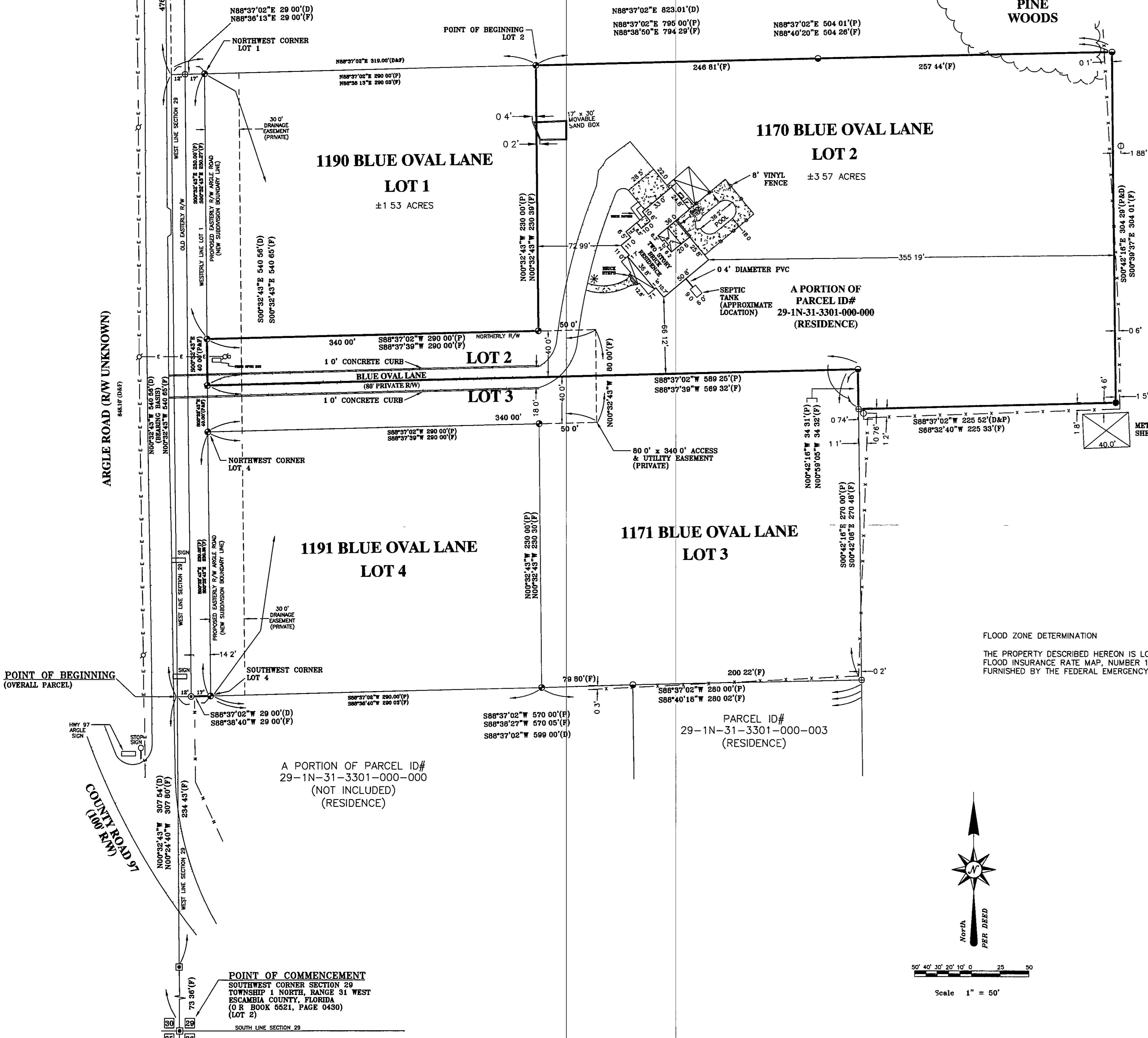
File No 1405-185

EMPIRE LAND SURVEYING INC

BOUNDARY SURVEY 1170 BLUE OVAL LANE A PORTION OF SECTION 29 TOWNSHIP 1 NORTH, RANGE 31 WEST ESCAMBIA COUNTY, FLORIDA

NORTHWEST CORNER OF THE
SOUTHWEST QUARTER OF THE
SECTION 29
(NOT FOUND)

A PORTION OF PARCEL ID#
29-1N-31-3301-000-000
(NOT INCLUDED)
(VACANT & CLEARED)



LEGAL DESCRIPTION (AS FURNISHED)
LOT 2 (UNRECORDED SUBDIVISION ARGLE ROAD)
COMMENCING AT A 4" ROUND CONCRETE MONUMENT LOCATED AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 29 FOR A DISTANCE OF 848 10 FEET, THENCE DEPARTING SAID WEST LINE OF SECTION 29, GO NORTH 88 DEGREES 37 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 319 00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 88 DEGREES 37 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 504 01 FEET, THENCE GO SOUTH 00 DEGREES 42 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 304 29 FEET, THENCE GO SOUTH 88 DEGREES 37 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 225 52 FEET, THENCE GO NORTH 00 DEGREES 42 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 34 31 FEET, THENCE GO SOUTH 88 DEGREES 37 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 569 25 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ARGLE ROAD, THENCE GO NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 40 00 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE GO NORTH 88 DEGREES 37 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 290 00 FEET, THENCE GO NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 230 00 FEET TO THE POINT OF BEGINNING ALL LYING AND BEING IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING ±3.57 ACRES

SUBJECT TO A 40 00 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS AS FOLLOWS
THE WEST 340 00 FEET OF THE SOUTH 40 00 FEET

- LEGEND**
- B.S.L. BUILDING SETBACK LINE
 - R/W RIGHT OF WAY
 - O.R. OFFICIAL RECORD BOOK
 - A.A.U. AERIAL UTILITY WIRES
 - 4" CHAIN LINK FENCE
 - B.W.F. BARB WIRE FENCE
 - W.R.F. WOOD RAIL FENCE
 - ASPHALT
 - CONCRETE
 - BRICK
 - FOUND 1/2" IRON ROD
 - FOUND 1/2" CAPPED IRON ROD - SPS #3578
 - FOUND 1/2" CAPPED IRON ROD - PEAL #1292
 - FOUND 1/2" CAPPED IRON ROD - RUEBEN #8791
 - FOUND 1/2" CAPPED IRON ROD - SWINNEY #7092
 - FOUND 1" CAPPED IRON PIPE
 - FOUND 4" JUAERE CONCRETE MONUMENT WITH IRON ROD
 - SET 1/2" CAPPED IRON ROD LICENSED BUSINESS ELSI #8993
 - POWER POLE
 - SECTION NUMBER
 - SET PK NAIL
 - LIGHT

FLOOD ZONE DETERMINATION
THE PROPERTY DESCRIBED HEREON IS LOCATED IN FLOOD ZONE "X" ACCORDING TO THE FLOOD INSURANCE RATE MAP, NUMBER 12033C0280-G, DATED SEPTEMBER 29, 2006, FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY

TIMOTHY C KELLY DEBRA L PERRY

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES

TIMOTHY C KELLY AND DEBRA L PERRY
WESTCOR LAND TITLE
SURETY LAND TITLE OF FLORIDA, LLC
BRANCH BANKING AND TRUST COMPANY

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745 -- FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

| REVISIONS | FIELD BOOK | DATE | REVISIONS | FIELD BOOK | DATE |
|------------------------------|------------|----------|---------------------------|------------|----------|
| B1) CORRECT CONTOURS | N/A | 06/20/06 | 2-R1) ADDRESS REVISION | N/A | 06/05/07 |
| 1) LEGAL OF OLD RIGHT-OF-WAY | N/A | 06/08/07 | 2-R2) ACREAGE REVISION | N/A | 07/18/07 |
| R1) LEGAL & SKETCH | N/A | 06/21/07 | 3-A) UPDATE ENCROACHMENTS | DWG | 05/20/14 |
| 2.) FOUNDATION | 117/34 | 06/28/07 | | | |

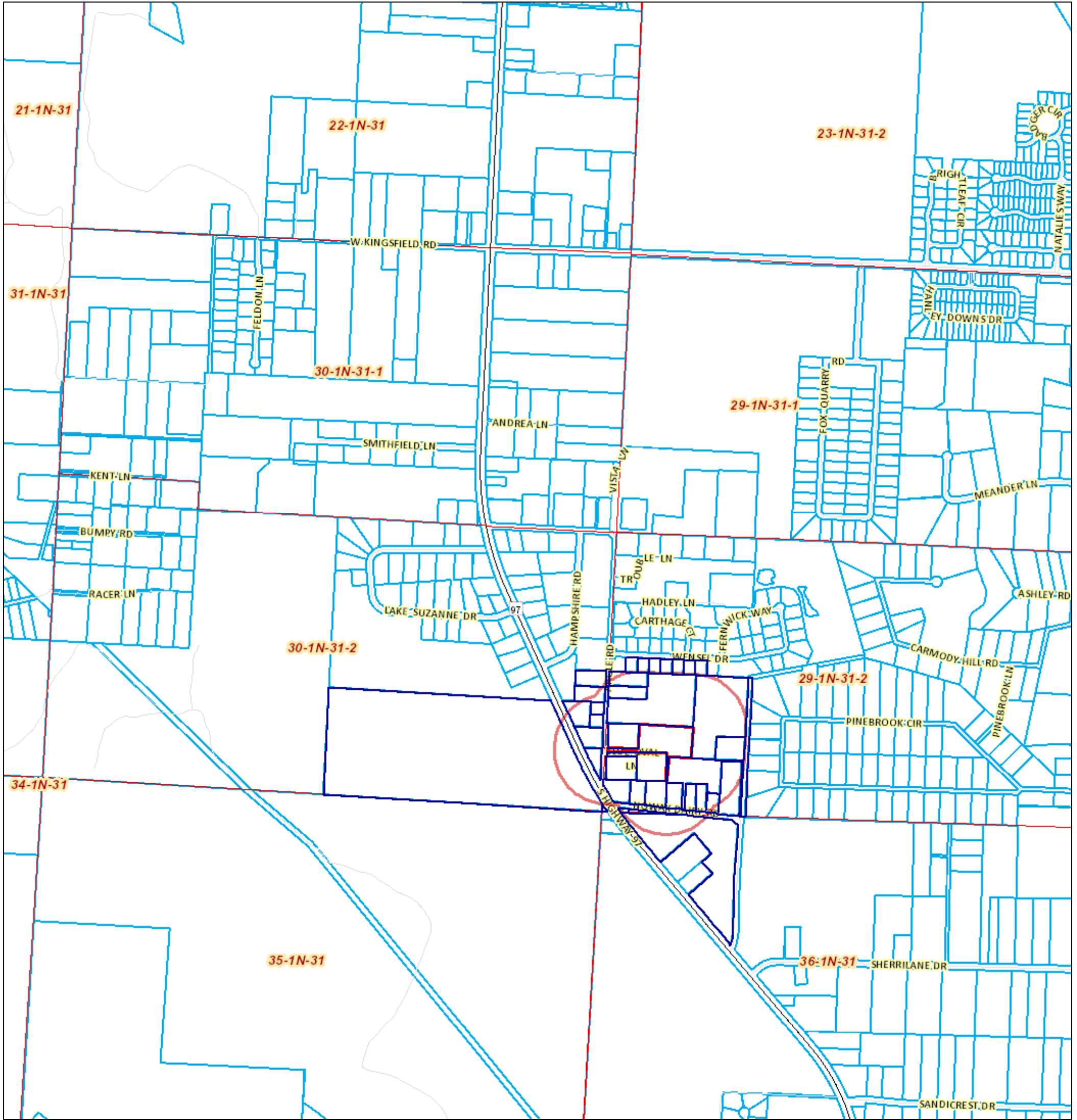
NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THIS SURVEY WAS COMPLETED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY RULE 61G17 FLORIDA ADMINISTRATIVE CODE, THAT THIS SURVEY ALSO COMPLIES WITH CHAPTERS 177 AND 472 FLORIDA STATUTES.

MAY 20, 2014 LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO 5768, STATE OF FLORIDA

CLIENT KELLY/PERRY
BEARING BASIS EASTERLY R/W ARGLE ROAD N00°32'43"W (D)
TYPE OF SURVEY: BOUNDARY WITH IMPROVEMENTS
GENERAL NOTES

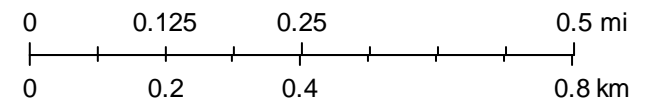
Chris Jones Escambia County Property Appraiser



July 14, 2014

1:11,158

- ⋯ Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋯ Property Line



NESHEM STEPHEN E & VERONICA S
1170 BLUE OVAL
CANTONMENT, FL 32533

NORRIS WILL EST OF
3852 LAKE LYNN DR
GRETNA, LA 70056

NELSON JOSEPH B &
2640 NOWAK DAIRY RD
CANTONMENT, FL 32533

GOODLANDER BEVERLY J
2600 NOWAK DAIRY RD
CANTONMENT, FL 32533

BANK OF AMERICA N A
2610 NOWAK DAIRY RD
CANTONMENT, FL 32533

DAVIS ROBERT N &
5831 DAHOON DR
PENSACOLA, FL 32526

JENKS CYNTHIA M &
2606 NOWAK DAIRY
RD+CANTONMENT, FL 32533

GOODLANDER JEFFERY M
2590 NOWAK DAIRY
RD+CANTONMENT, FL 32533

BROWN BARBARA ANN SILCOX
2459 ARGLE RD
CANTONMENT, FL 32533

ROBERTS JERRY K & PATRICIA L
2483 ARGLE RD
CANTONMENT, FL 32533

HENRY THOMAS
3158 GATEWAY LN
CANTONMENT, FL 32533

ODOM JAMES R &
2508 HWY 97 S
CANTONMENT, FL 32533

BOWEN BRETT
2511 ARGLE RD
CANTONMENT, FL 32533

MAYBERRY DEWEY S &
2540 HWY 97 SOUTH
CANTONMENT, FL 32533

BRAGG TIMOTHY L & NATALIE M
2570 HWY 97 SOUTH
CANTONMENT, FL 32533

LEE JAMES R
2501 ARGLE RD
CANTONMENT, FL 32533

GOODLANDER JEFFREY M &
2590 NOWAK DAIRY RD
CANTONMENT, FL 32533

JACKSON LARRY W
1191 BLUE OVAL LN
CANTONMENT, FL 32533

MOORE JOHN L JR & PATRICIA
1190 BLUE OVAL LN
CANTONMENT, FL 32533

DEMMON HARRY J JR &
8800 PINE FOREST RD # 12102
PENSACOLA, FL 32534

JBL PROPERTIES LTD
3800 AIRPORT BLVD STE 200
MOBILE, AL 36608

EVANS JEREMY &
1175 WENSEL DR
CANTONMENT, FL 32533

WARNOCK ALBERT M III &
1187 WENSEL DR
CANTONMENT, FL 32533

JENKS BRYANT H JR
291 COUNTY ROAD 462
VARDAMAN, MS 38878

JENKS THOMAS WILLIAM II &
2612 NOWAK DAIRY RD
CANTONMENT, FL 32533

VINAJA SEAN S &
2067 JOSHUA ST
CANTONMENT, FL 32533

JENKS THOMAS W
2606 NOWAK DAIRY RD
CANTONMENT, FL 32533

COLEMAN FRANCES V
8990 N DAVIS WHY APT 84
PENSACOLA, FL 32514



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **612788**

Date Issued. : 07/17/2014

Cashier ID : GELAWREN

Application No. : PRZ140700014

Project Name : Z-2014-13

PAYMENT INFO

| Method of Payment | Reference Document | Amount Paid | Comment |
|-------------------|--------------------|-------------------|-----------------------|
| Check | 2092 | \$1,270.50 | App ID : PRZ140700014 |
| | | \$1,270.50 | Total Check |

Received From : NESHEM STEPHEN & VERONICA S

Total Receipt Amount : **\$1,270.50**

Change Due : \$0.00

APPLICATION INFO

| Application # | Invoice # | Invoice Amt | Balance | Job Address |
|---------------|-----------|-------------|---------|--|
| PRZ140700014 | 703831 | 1,270.50 | \$0.00 | 1170 BLUE OVAL LN, CANTONMENT, FL, 32533 |

| | | | |
|-----------------------|-----------------|---------------|--|
| Total Amount : | 1,270.50 | \$0.00 | Balance Due on this/these Application(s) as of 7/17/2014 |
|-----------------------|-----------------|---------------|--|



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9-2-14

Rezoning Quasi-judicial Hearing

OR

Regular Planning Board Meeting

Rezoning Case #: 2-2014-13

Agenda Item Number/Description: _____

In Favor Against

*Name: Debra Perry + Tim Kelly

*Address: 1170 Blue Oval Ln *City, State, Zip: Cantonment FL 32533

Email Address: kittiesmom@aol.com Phone: 850-968-0495

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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

Z-2014-14

PLANNING BOARD REZONING HEARINGS - SEPTEMBER 2, 2014

21

1 second. Discussion or questions from staff
 2 members? Okay. Hearing none, all those in
 3 favor, say aye.
 4 (Board members vote.)
 08:48AM 5 MR. BRISKE: Opposed?
 6 (None.)
 7 MR. BRISKE: The motion carries
 8 unanimously.
 9 (The motion passed unanimously.)
 08:48AM 10 MR. BRISKE: We'll be in touch with you
 11 for your hearing in front of the Board of
 12 County Commissioners.
 13 MS. PERRY: Thank you very much.
 14 MR. BRISKE: Thank you.
 08:48AM 15 The judge is a very easy folks. They
 16 don't all go that easy.
 17 (Conclusion of Case Z-2014-13. The
 18 transcript continues on Page 22.)
 19 * * *
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TAYLOR REPORTING SERVICES, INCORPORATED

22

1 * * *
 2 CASE NO: Z-2014-14
 3 Applicant: Christopher Carmen, Agent for David
 and Andrea Saguan, Owners
 4 Address: 8400 Block Cedar Springs Road
 Property Size: 25.34 (+/-) acres
 5 From: VAG-1, Villages Agriculture District
 (five du/100 acres on one acre
 6 parcels)
 To: VAG-2, Villages Agriculture District
 7 (one du/five acres)

8
 9 MR. BRISKE: Our next case is Z-2014-14.
 08:48AM 10 This is Christopher Carmen, who is acting as
 11 the agent for David and Andrea Saguan, the
 12 owners, 8400 Block of Cedar Springs Road,
 13 25.34 acres, from Villages Agriculture One, to
 14 VAG-2.
 08:49AM 15 Members of the Board, once again I'll ask
 16 if there's been any ex parte communication on
 17 this case between you, the applicant, agents,
 18 attorneys, witnesses, Planning Board members
 19 or members of the general public? Also please
 08:49AM 20 disclose if you have visited the subject
 21 property and disclose if you are a relative or
 22 business associate of any of the parties.
 23 Ms. Oram.
 24 MS. ORAM: No to all.
 08:49AM 25 MR. GOODLOE: No to all.

TAYLOR REPORTING SERVICES, INCORPORATED

23

1 MR. LOWERY: No to all.
 2 MR. BRISKE: The Chairman. No to all.
 3 MR. TATE: No to all.
 4 MS. DAVIS: No to all.
 08:49AM 5 MR. WINGATE: No contact, just a drive-by.
 6 MR. BRISKE: Thank you, Mr. Wingate.
 7 Staff -- I'm sorry. Did you have
 8 something else?
 9 MR. WINGATE: No.
 08:49AM 10 MR. BRISKE: Staff, was a notice of
 11 hearing sent to all interested parties in this
 12 case?
 13 MS. MALLORY: Yes, sir, it was.
 14 MR. BRISKE: And was it also posted on the
 08:49AM 15 subject property?
 16 MS. MALLORY: Yes, sir, it was.
 17 MR. BRISKE: Allyson, if you will present
 18 the maps and photography for this case,
 19 please.
 08:50AM 20 (Presentation of Maps and Photography.)
 21 MS. CAIN: 8400 Cedar Springs Road, from
 22 VAG-1, Village Agriculture, to VAG-2, Village
 23 Agriculture, one dwelling units per
 24 five acres. This is our locational map
 08:50AM 25 showing the wetlands. This is our aerial
 TAYLOR REPORTING SERVICES, INCORPORATED

24

1 photography. This is the Future Land Use with
 2 Agricultural Future Land Use designation.
 3 This is the existing land use map. This is
 4 the zoning map showing the VAG-1 and VAG-2.
 08:50AM 5 This is our public notice sign posted on the
 6 site. This is looking into the property the
 7 best that we could. This is looking north on
 8 Cedar Springs Road. This is looking west from
 9 the subject property across the street. This
 08:50AM 10 is looking south along Cedar Springs Road.
 11 Looking north onto the subject property. This
 12 is a our 500-foot radius map obtained from
 13 Chris Jones. This is our mailing list for the
 14 people in the 500-foot radius. That concludes
 08:51AM 15 the pictures.
 16 MR. BRISKE: Thank you.
 17 Board members, any questions on the maps
 18 or photography? Hearing none.
 19 Mr. Carmen, please come forward. Good
 08:51AM 20 morning, sir. Please be sworn in.
 21 (Christopher Carmen sworn.)
 22 MR. BRISKE: Good morning, sir. If you
 23 will please state your full name and address
 24 for the record.
 08:51AM 25 MR. CARMEN: Christopher Carmen, 6506
 TAYLOR REPORTING SERVICES, INCORPORATED

PLANNING BOARD REZONING HEARINGS - SEPTEMBER 2, 2014

25

1 Margate Drive, Pensacola, Florida, 32526.
 2 MR. BRISKE: Thank you, sir. Have you
 3 received a copy of the rezoning package and
 4 the staff's Findings-of-Fact?
 08:51AM 5 MR. CARMEN: I did receive an email copy
 6 of that.
 7 MR. BRISKE: Do you understand that you
 8 have the burden of providing substantial
 9 competent evidence that the proposed rezoning
 08:51AM 10 is consistent with the Comprehensive Plan,
 11 furthers the goals, objectives and policies of
 12 that plan and is not in conflict with any
 13 portion of the Land Development Code?
 14 MR. CARMEN: Yes.
 08:52AM 15 MR. BRISKE: You may proceed.
 16 MR. TATE: Mr. Carmen, before you get
 17 started, as in our last case there's no one
 18 here other than you all to speak for or
 19 against this and we've had the opportunity to
 08:52AM 20 review it. Staff's Findings-of-Fact are in
 21 favor of this all the way. You can choose to
 22 accept their Findings-of-Fact and we can...
 23 MR. CARMEN: I support their
 24 Findings-of-Fact and I agree with what they
 08:52AM 25 sent me in their findings.
 TAYLOR REPORTING SERVICES, INCORPORATED

26

1 MR. TATE: If it's okay with you, we can
 2 go ahead and vote on it unless you have
 3 anything else to add to the record. This is
 4 the record that will stand. There's nobody
 08:52AM 5 else that can come in and add to it at the
 6 next meeting.
 7 MR. CARMEN: Is there anything -- I mean,
 8 if the County Board of Commissioners has any
 9 questions at that point, am I able -- they can
 08:52AM 10 ask me questions then or I need to state
 11 anything now?
 12 MR. BRISKE: They can ask questions. You
 13 can't add any additional new info voluntarily,
 14 but if they ask you a question, you can
 08:53AM 15 respond to it.
 16 MR. CARMEN: Sure. Okay. Well, I'm happy
 17 to accept their Findings-of-Fact.
 18 MR. BRISKE: All right. Before we go to a
 19 motion, is there anyone else here to speak for
 08:53AM 20 or against this matter? Hearing none, the
 21 public portion is closed and the floor is
 22 open.
 23 (Motion by Mr. Tate.)
 24 MR. TATE: Mr. Chairman, I move that this
 08:53AM 25 Board find in favor of Case Z-2014-14 and
 TAYLOR REPORTING SERVICES, INCORPORATED

27

1 recommend rezoning to the Board of County
 2 Commissioners from VAG-1 to VAG-2 and accept
 3 staff's Findings-of-Fact for the record.
 4 MR. WINGATE: Second.
 08:53AM 5 MR. BRISKE: We have a motion and a
 6 second. Is there any further discussion? All
 7 those in favor, say aye.
 8 (Board members vote.)
 9 MR. BRISKE: Opposed?
 08:53AM 10 (None.)
 11 MR. BRISKE: The motion carries
 12 unanimously.
 13 (The motion passed unanimously.)
 14 MR. BRISKE: Good luck with it, sir.
 08:54AM 15 (Conclusion of Case Z-2014-14. The
 16 transcript continues on Page 28.)
 17 * * *
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 TAYLOR REPORTING SERVICES, INCORPORATED

28

1 * * *
 2 CASE NO: Z-2014-16
 3 Applicant: Wiley C. "Buddy" Page, Agent for
 Daniel and Rhonda Cobb, Owners
 4 Address: 2840 Pine Forest Road
 Property Size: 12.23 (+/- acres)
 5 From: VR-2, Villages Rural Residential
 District (one du/0.75 acre)
 6 To: V-3, Villages Single-Family
 Residential District (five du/acre)
 7
 8 MR. BRISKE: Our next case is Case
 9 Z-2014-16. Buddy Page is agent for Daniel and
 08:54AM 10 Rhonda Cobb, 2840 Pine Forest
 11 Road, 12.23 acres, from VR-2, Villages Rural
 12 Residential District, to V-3 villages
 13 Single-Family Residential District (five
 14 du/acre).
 08:54AM 15 On this case, Board members, has there
 16 been any ex parte communication between you,
 17 the applicant, agents, attorneys, witnesses,
 18 fellow Planning Board members or anyone from
 19 the general public? I would also ask that you
 08:54AM 20 disclose if you have visited the subject
 21 property and if you are a relative to any of
 22 the parties.
 23 Ms. Oram.
 24 MS. ORAM: No to all.
 08:55AM 25 MR. GOODLOE: No to all.
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. B.

Meeting Date: 09/02/2014
CASE : Z-2014-14
APPLICANT: Christopher Carmen, Agent for David and Andrea Saguan, Owners
ADDRESS: 8400 Blk Cedar Springs Road
PROPERTY REF. NO.: 25-3N-32-1400-000-000
FUTURE LAND USE: AG, Agriculture
DISTRICT: 5
OVERLAY DISTRICT: NA
BCC MEETING DATE: 10/09/2014

SUBMISSION DATA:

REQUESTED REZONING:

FROM: VAG-1, Villages Agriculture District, Gross Density (five du/100 acres on one acre parcels)

TO: VAG-2, Villages Agriculture District, Gross Density (one du/five acres)

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Agriculture (AG) Future Land Use (FLU) category is intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services. Range of allowable uses include: agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive commercial. The maximum residential density is one dwelling unit per twenty acres.

FINDINGS

The proposed amendment to VAG-2 is **consistent** with the intent and purpose of Future Land

Use category AG as stated in CPP FLU 1.3.1 since VAG-2 is intended for low density residential uses while supporting agricultural activities the same as the current zoning of VAG-1.

CRITERION (2)

Consistent with The Land Development Code.

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

Land Development Code (LDC) 6.05.22 VAG Villages Agriculture Districts.

The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Residential density bonuses are available for clustering residential lots outside areas of prime farmland. When residential lots are created, small lot sizes are encouraged in order to protect viable farm production activities and curb premature conversion of prime farmland acreage to nonagricultural uses.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. VAG-1 allows for large farming operations and to keep large parcels of land from being broken up making it harder to have enough acres for agricultural activities. VAG-2 is for smaller rural land areas with a mix of farm operations and rural residential densities. Both zoning designations have the same permitted uses.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts VAG-1 and VAG-2. The parcels are residential and agricultural in use and comparable in size to the subject property.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were** indicated on the subject property and is in an "A" Flood zone. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment and a wetlands survey will be required.

CRITERION (6)

Development patterns.

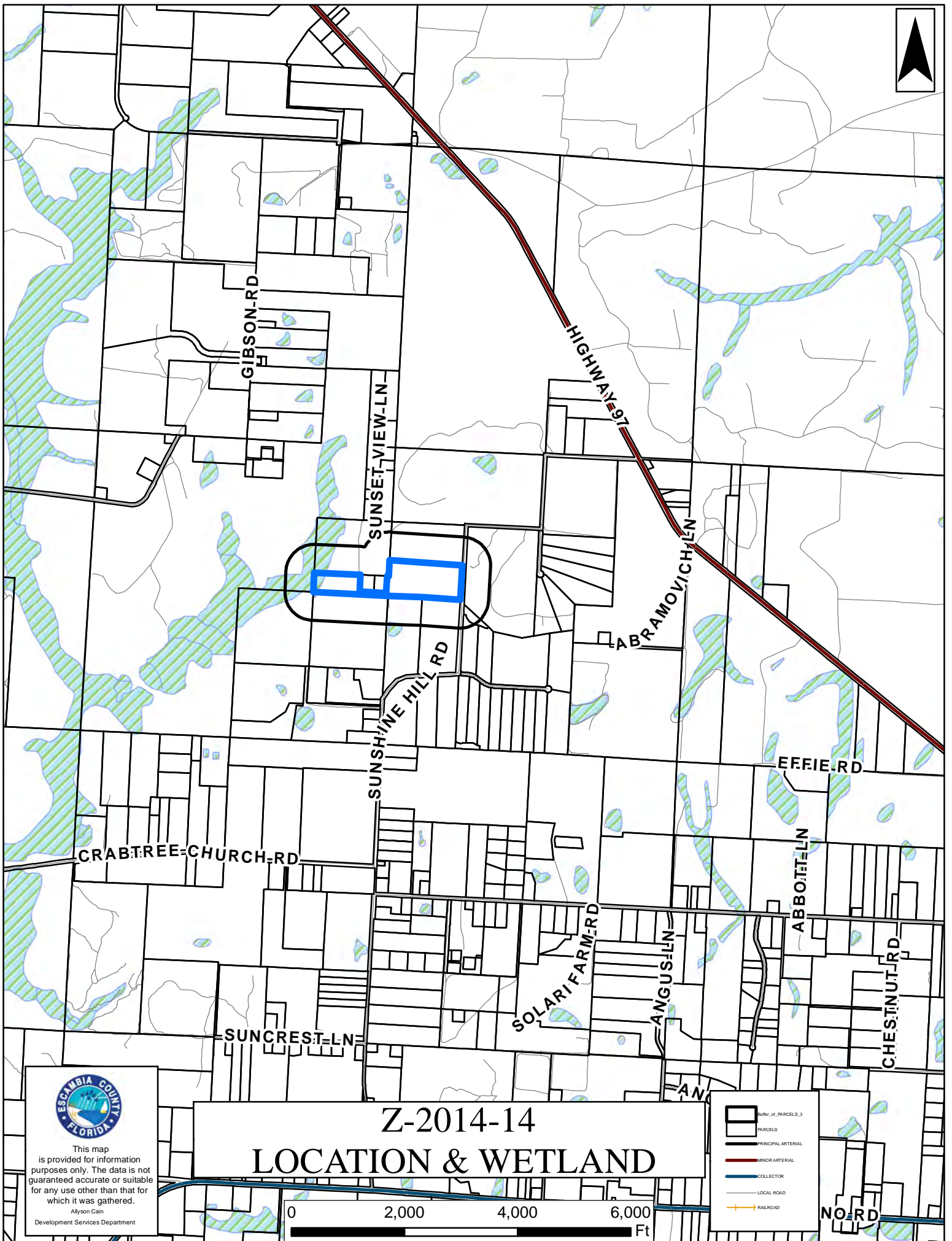
Whether and the extent to which the proposed amendment **would result** in a logical and orderly development pattern.

FINDINGS


The proposed amendment **would result** in a logical and orderly development pattern. The surrounding properties are currently zoned either VAG-1 or VAG-2 with residential uses therefore the granting of this rezoning would allow this parcel to remain compatible with the neighboring properties.

Attachments

Z-2014-14



Z-2014-14 LOCATION & WETLAND

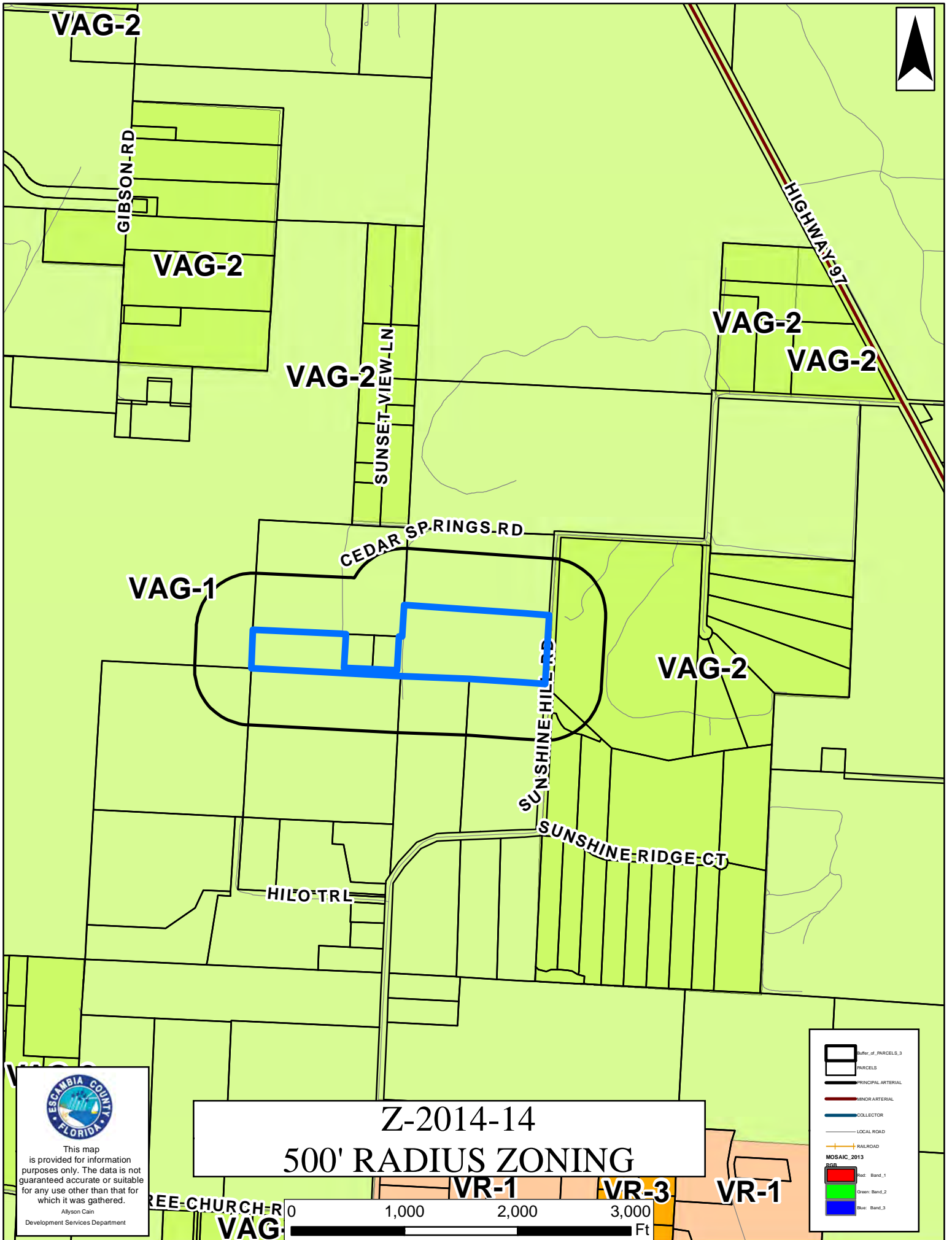

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Alyson Cain
Development Services Department



Legend

- SUBDIVISION OF PARCELS
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD

NO. RD



VAG-2

GIBSON RD

VAG-2

VAG-2

SUNSET VIEW LN

CEDAR SPRINGS RD

VAG-1

VAG-2

VAG-2

VAG-2

SUNSHINE HILL RD

SUNSHINE RIDGE CT

HILO TRL

FREE CHURCH RD
VAG

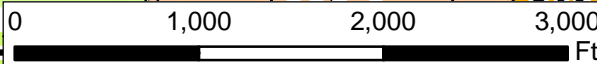
Z-2014-14

500' RADIUS ZONING

VR-1

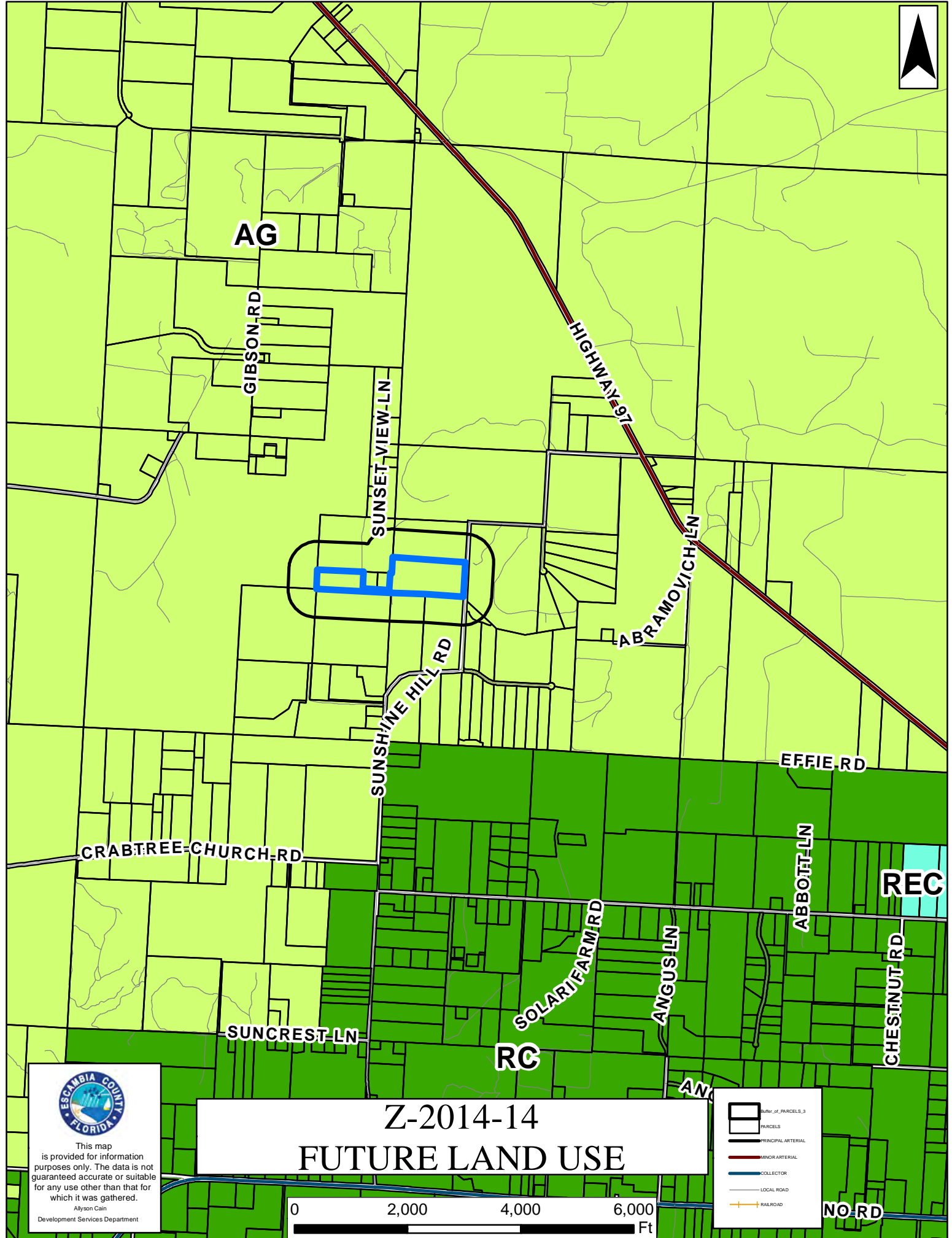
VR-3

VR-1



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Allyson Cain
Development Services Department

| | |
|--------------|----------------------|
| | Buffer of PARCELS, 3 |
| | PARCELS |
| | PRINCIPAL ARTERIAL |
| | MINOR ARTERIAL |
| | COLLECTOR |
| | LOCAL ROAD |
| | RAILROAD |
| MOSAIC, 2013 | |
| | Red: Band_1 |
| | Green: Band_2 |
| | Blue: Band_3 |



AG

GIBSON RD

SUNSET VIEW LN

HIGHWAY 97

ABRAMOVICH LN

SUNSHINE HILL RD

EFFIE RD

CRABTREE CHURCH RD

REC

SUNCREST LN

RC

SOLARIFARM RD


ANGUS LN

ABBOTT LN

CHESTNUT RD

AN

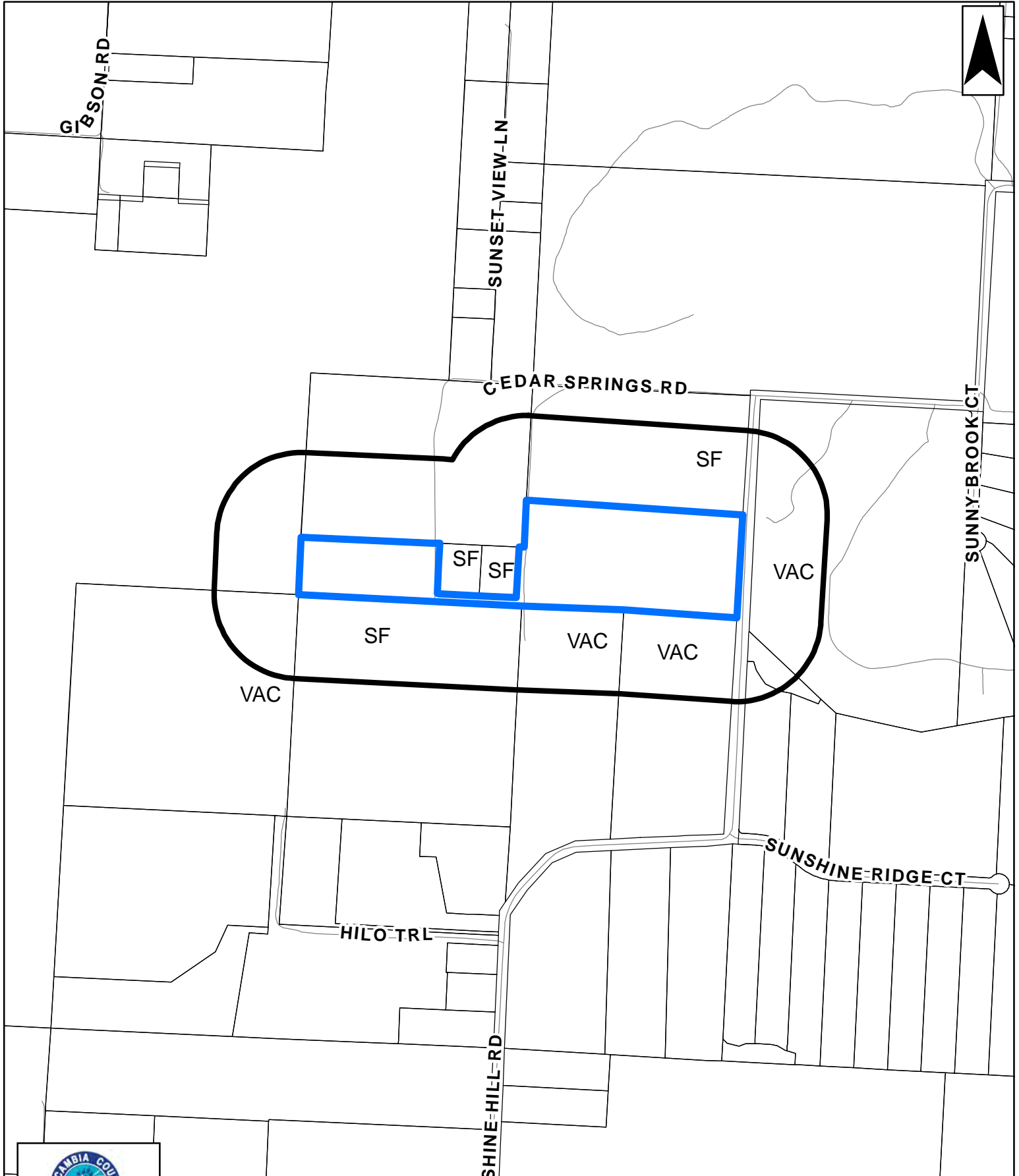

NO RD



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Alyson Cain
Development Services Department

Z-2014-14
FUTURE LAND USE

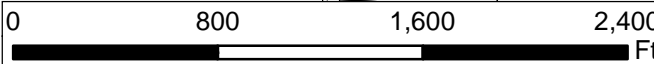








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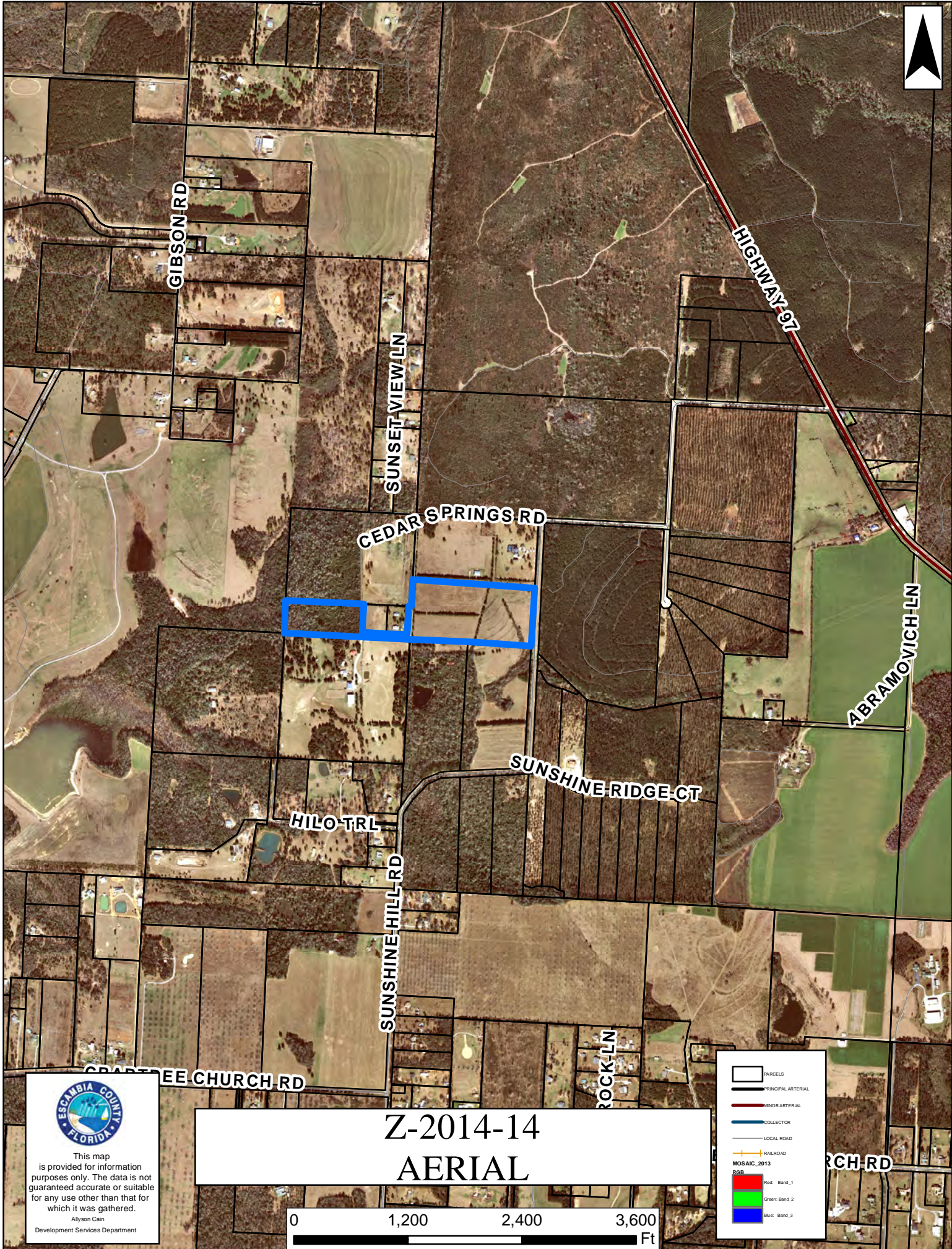

Allyson Cain
Development Services Department

Z-2014-14 EXISTING LAND USE



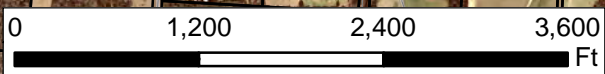
0 800 1,600 2,400
Ft

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

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.
 Allyson Cain
 Development Services Department

Z-2014-14
AERIAL



PRCELS
 PRINCIPAL ARTERIAL
 MINOR ARTERIAL
 COLLECTOR
 LOCAL ROAD
 RAILROAD

MOSAIC_2013
 RGB
 Red: Band_1
 Green: Band_2
 Blue: Band_3



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2014-14
CURRENT ZONING: VAG-1 PROPOSED ZONING: VAG-2

PLANNING BOARD

DATE: 09/02/14 TIME: 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 10/09/14 TIME: 5:45 PM

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.ESCAMBIA.COM

Public Notice Sign



Looking onto subject property



Looking north on Cedar Springs Rd



Looking west from subject property



Looking south along Cedar Springs Rd



Looking north into subject property

July 22, 2014

Re: Rezoning 8400 Cedar Springs Rd., Molino, FL

To Whom It May Concern:

My name is Christopher Carmen and I am writing on behalf of David and Andrea Saguan to request that the parcel known as 8400 Cedar Springs, Molino, FL be rezoned from VAG-1 to VAG-2. I will now address the six criteria that impact the change.

1. Consistency with the Comprehensive Plan – The rezoning request is consistent with the Comprehensive Plan because the zoning would remain Agricultural and my zoning is still within the village agricultural zoning.
2. Consistency with this Code – The proposed rezoning does not conflict with the Code because VAG1 to VAG2 is still within agricultural zoning.
3. Compatibility with surrounding uses – the proposed rezoning is compatible with the surrounding uses. Across the street from the property, the land is already zoned VAG-2. Behind the property there is a house located on less than 5 acres.
4. Changed conditions – None that I know of.
5. Effect on natural environment – There may be some wetlands on the western edge of the property. Before any building would be done in that area, we would have a wetland's survey done.
6. Development patterns – Agricultural land with residential homes on it surround the property.

Please let me know if you need further information or have any questions. You can reach me at (909) 435-4472 or by email at christopher_carmen@yahoo.com

Thank you in advance,


Christopher Carmen



Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

25-3N-32-1400-000-000
Property Reference Number

David Seguan
Name

8400 Blk Ceder Springs
Address

Owner Agent

Referral Form
Included? Y/N

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: VAG-1 Size of Property: 24.75 +/-
 Future Land Use: AG Commissioner District: 5
 Overlay/AIPD: NO Subdivision: NA
 Redevelopment Area*: None

*For more info please contact the CRA at 595-3217 prior to application submittal.

Drainage xvii

COMMENTS

Desired Zoning: VAG-2

Is Locational Criteria applicable? no If so, is a compatibility analysis required? no

Applicant wants to rezone from VAG-1 to VAG-2, to split
property. Discussed family conveyance.
PBoard Mtg August 20th + BCC Meeting, Sept 4th
Permits due July 17th oors!
Sept 2 - PB Oct 9th BCC

- Applicant will contact staff for next appointment
 - Applicant decided against rezoning property
 - Applicant was referred to another process
 - BOA
 - DRC
 - Other: _____
- Process Name

Staff present: Allyson Can Date: 6/20/14

Applicant/Agent Name & Signature: David Seguan

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.



Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: VAG to: _____

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

Owner(s) Name: DAVID + Andrea Saguan Phone: 909-800-8965
 Address: 1135 Nancy Green Ridge Rd, Prospect, TN 38477 Email: saguane@gmail.com

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

Property Address: 2800 Cedar Spring, Molino, FL

Property Reference Number(s)/Legal Description: _____

By my signature, I hereby certify that:

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

Andrea Saguan
Signature of Owner/Agent

Andrea Saguan
Printed Name Owner/Agent

6/25/14
Date

ASaguan
Signature of Owner

DAVID SAGUAN
Printed Name of Owner

6/25/14
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 25 day of June 2014,
by David Saguan, Andrea Saguan

Personally Known OR Produced Identification . Type of Identification Produced: TN Driver License

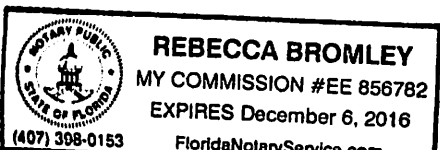
Rebecca Bromley
Signature of Notary
(notary seal must be affixed)

Rebecca Bromley
Printed Name of Notary

FOR OFFICE USE ONLY

Meeting Date(s): PB 9/2/14; BCC 10/9/14 Accepted/Verified by: A. Cain Date: 7/22/14

Fees Paid: \$1,270.50 Receipt #: _____ Permit #: PRZ 1407 00015



3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 8400 Cedar Springs, Molino Fla.

Property Address: 8400 Cedar Springs, Molino, Fla.

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 25th DAY OF June, YEAR OF 2014

David Saguan
Signature of Property Owner

DAVID SAGUAN
Printed Name of Property Owner

6/25/14
Date

Andrea Saguan
Signature of Property Owner

ANDREA SAGUAN
Printed Name of Property Owner

6/25/14
Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 8400 Cedar Springs Rd. Molino, FL

Florida, property reference number(s) _____

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

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) _____ on the above referenced property.

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

Agent Name: Christopher Carmen Email: christopher_carmen@yahoo.com

Address: 6506 Margate Dr, Pensacola, FL 32526 Phone: (909) 435-4472

Andrea Saguan
Signature of Property Owner

Andrea Saguan
Printed Name of Property Owner

06/25/2014
Date

ASaguan
Signature of Property Owner

DAVID SAGUAN
Printed Name of Property Owner

6/25/14
Date

STATE OF Florida COUNTY OF Escambia

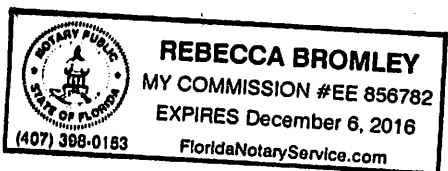
The foregoing instrument was acknowledged before me this 25 day of June 20 14,
by David Saguan, Andrea Saguan

Personally Known OR Produced Identification . Type of Identification Produced: TN Driver License

Rebecca Bromley
Signature of Notary

Rebecca Bromley
Printed Name of Notary

(Notary Seal)



Prepared by:

Jubilee Title and Escrow, Inc.
4300 Bayou Boulevard, Suite 7
Pensacola, Florida 32503

File Number: 13-436

General Warranty Deed

Made this June 14, 2013 A.D. By **Joseph S. Durant and Tracey A. Durant, husband and wife**, 18 Via Deluna Dr #1405, Pensacola Beach, FL 32561, hereinafter called the grantor,

to **David Saguan and Andrea Saguan, husband and wife**, whose post office address is: 1135 Nancy Green Ridge Rd., Prospect, Tennessee 38477, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

See Attached Schedule "A"

Parcel ID Number: **253N321400000000**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2012.

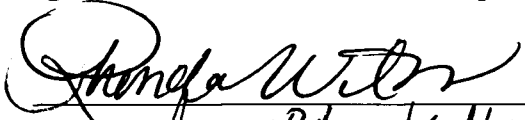
Prepared by:

Jubilee Title and Escrow, Inc.
4300 Bayou Boulevard, Suite 7
Pensacola, Florida 32503

File Number: 13-436

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

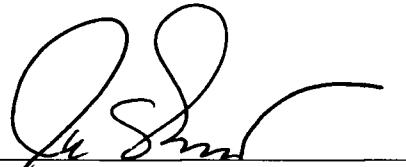
Signed, sealed and delivered in our presence:



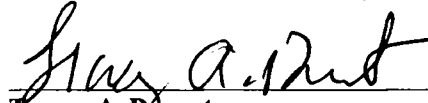
Witness Printed Name Rhonda Wilson



Witness Printed Name Nicole R. Nall

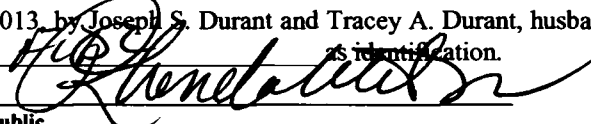
 (Seal)

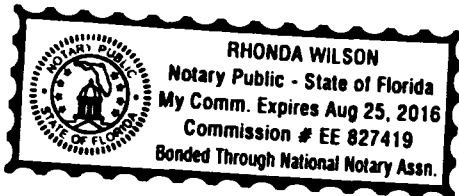
Joseph S. Durant
Address: 18 Via Deluna Dr #1405, Pensacola Beach, Fl 32561

 (Seal)

Tracey A. Durant
Address: 18 Via Deluna Dr #1405, Pensacola Beach, Fl 32561

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 10th day of June, 2013, by Joseph S. Durant and Tracey A. Durant, husband and wife, who is/are personally known to me or who has produced  as identification.



Notary Public
Print Name: _____

My Commission
Expires: _____

2013 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

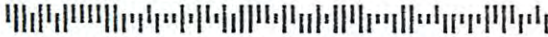
| ACCOUNT NUMBER | ESCROW CD | ASSESSED VALUE | MILLAGE CODE | PROPERTY REFERENCE NUMBER |
|----------------|-----------|----------------|--------------|---------------------------|
| 12-2435-500 | | See Below | 06 | 253N32-1400-000-000 |

2013 Real Estate 0107655.0000

OFFICE
(850) 438-650

8400 CEDAR SPRINGS RD BLK
 BEG AT SW COR OF SEC 30
 ALSO SE COR OF SEC 25 N 0
 DEG 0 MIN 55 SEC E ALG W LI
 See Tax Roll for extra legal.

S - 043414 / 003784 1-100133 JMS89173
 SAGUAN DAVID &
 SAGUAN ANDREA
 1135 NANCY GREEN RIDGE RD
 PROSPECT TN 38477-6521



| AD VALOREM TAXES | | | | | |
|-------------------------|--------------|----------------|------------------|----------------|----------------|
| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE AMOUNT | TAXES LEVIED |
| COUNTY | 6.6165 | 61,825 | | 61,825 | 409.07 |
| PUBLIC SCHOOLS | | | | | |
| By Local Board | 2.2480 | 61,825 | | 61,825 | 138.98 |
| By State Law | 5.3090 | 61,825 | | 61,825 | 328.23 |
| SHERIFF | 0.6850 | 61,825 | | 61,825 | 42.35 |
| M.S.T.U. Library | 0.3590 | 61,825 | | 61,825 | 22.20 |
| WATER MANAGEMENT | 0.0400 | 61,825 | | 61,825 | 2.47 |
| TOTAL MILLAGE | | | | | 15.2575 |
| AD VALOREM TAXES | | | | | 943.30 |

RETAIN THIS
 PORTION
 FOR
 YOUR
 RECORDS

*Chris will pay this amt online
 as per conversation on Nov 4, 2013 6:00 pm*

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

| NON-AD VALOREM ASSESSMENTS | | |
|-----------------------------------|------|--------------|
| LEVYING AUTHORITY | RATE | AMOUNT |
| FIRE | | 11.75 |
| NON-AD VALOREM ASSESSMENTS | | 11.75 |

PLEASE
 PAY ONLY
 ONE
 AMOUNT
 SHOWN IN
 YELLOW
 SHADED
 AREA

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

| COMBINED TAXES AND ASSESSMENTS | | | | | |
|--------------------------------|-------------|-------------|-------------|---------------------|--|
| | | | 955.05 | PAY ONLY ONE AMOUNT | See reverse side for important information |
| Nov 30 2013 | Dec 31 2013 | Jan 31 2014 | Feb 28 2014 | Mar 31 2014 | Apr 30 2014 |
| \$ 916.85 | \$ 926.40 | \$ 935.95 | \$ 945.50 | \$ 955.05 | \$ 983.70 |

AMOUNT
 DUE
 IF PAID
 BY

2013 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

| ACCOUNT NUMBER | ESCROW CD | ASSESSED VALUE | MILLAGE CODE | PROPERTY REFERENCE NUMBER |
|----------------|-----------|----------------|--------------|---------------------------|
| 12-2435-500 | | See Above | 06 | 253N32-1400-000-000 |

2013 Real Estate 0107655.0000

8400 CEDAR SPRINGS RD BLK
 BEG AT SW COR OF SEC 30
 ALSO SE COR OF SEC 25 N 0
 DEG 0 MIN 55 SEC E ALG W LI
 See Tax Roll for extra legal.

SAGUAN DAVID &
 SAGUAN ANDREA
 1135 NANCY GREEN RIDGE RD
 PROSPECT TN 38477-6521

CURRENT
 YEAR
 TAXES
 BECOME
 DELINQUENT
 APRIL 1ST

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

(850) 438-6500

| | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|
| Nov 30 2013 | Dec 31 2013 | Jan 31 2014 | Feb 28 2014 | Mar 31 2014 | Apr 30 2014 |
| \$ 916.85 | \$ 926.40 | \$ 935.95 | \$ 945.50 | \$ 955.05 | \$ 983.70 |

AMOUNT DUE
 IF PAID
 BY
 RETURN W/IT
 PAYMENT

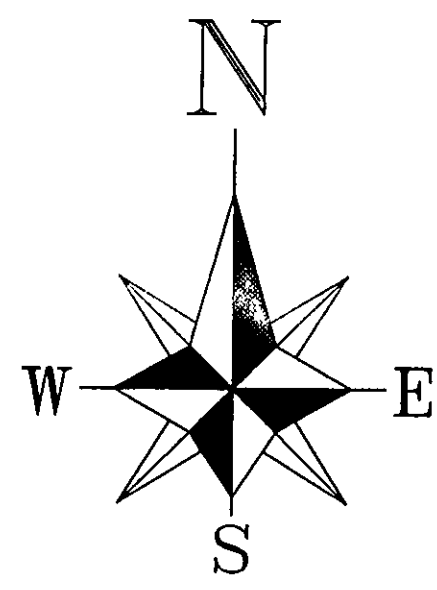
Prepared by:

Jubilee Title and Escrow, Inc.
4300 Bayou Boulevard, Suite 7
Pensacola, Florida 32503

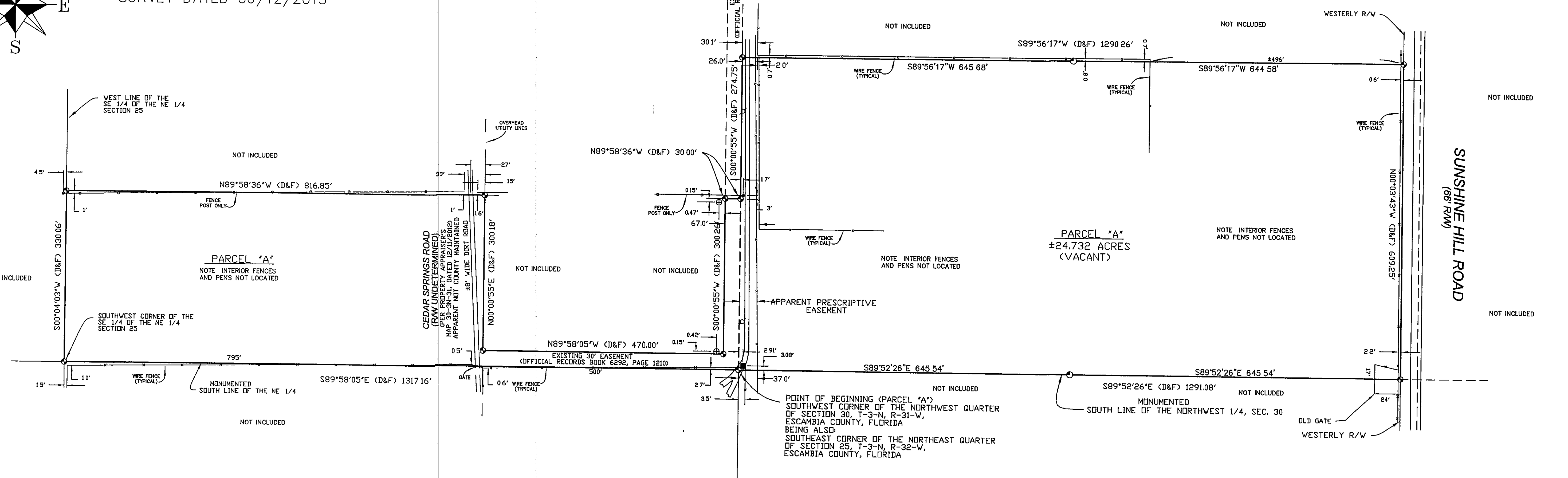
File Number: 13-436

Schedule A"

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, BEING ALSO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 00 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 30 BEING ALSO THE EAST LINE OF SECTION 25, A DISTANCE OF 2642.09 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30, BEING ALSO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25 AS DETERMINED BY PROPORTIONAL MEASURE FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 52 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1291.08 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF SUNSHINE HILL ROAD (66" R/W); THENCE RUN NORTH 00 DEGREES 03 MINUTES 43 SECONDS WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 609.25 FEET; THENCE DEPART SAID RIGHT-OF-WAY SOUTH 89 DEGREES 56 MINUTES 17 SECONDS WEST, A DISTANCE OF 1290.26 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 30, BEING ALSO THE EAST LINE OF SAID SECTION 25, THENCE RUN SOUTH 00 DEGREES 00 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 30, AND THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 274.75 FEET; THENCE DEPART SAID SECTION LINE NORTH 89 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 30.00 FEET, THENCE RUN SOUTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 300.26 FEET; THENCE RUN NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 470.00 FEET, THENCE RUN NORTH 00 DEGREES 00 MINUTES 55 SECONDS EAST, A DISTANCE OF 300.18 FEET; THENCE RUN NORTH 89 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 816.85 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE RUN SOUTH 00 DEGREES 04 MINUTES 03 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 330.06 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE RUN SOUTH 89 DEGREES 58 MINUTES 05 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 1317.16 FEET TO THE POINT OF BEGINNING.



SPECIAL SURVEYOR'S NOTE:
 THE SURVEY SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
 NO ADDITIONAL FIELD WORK HAS BEEN PERFORMED SINCE THE ORIGINAL
 SURVEY DATED 06/12/2013

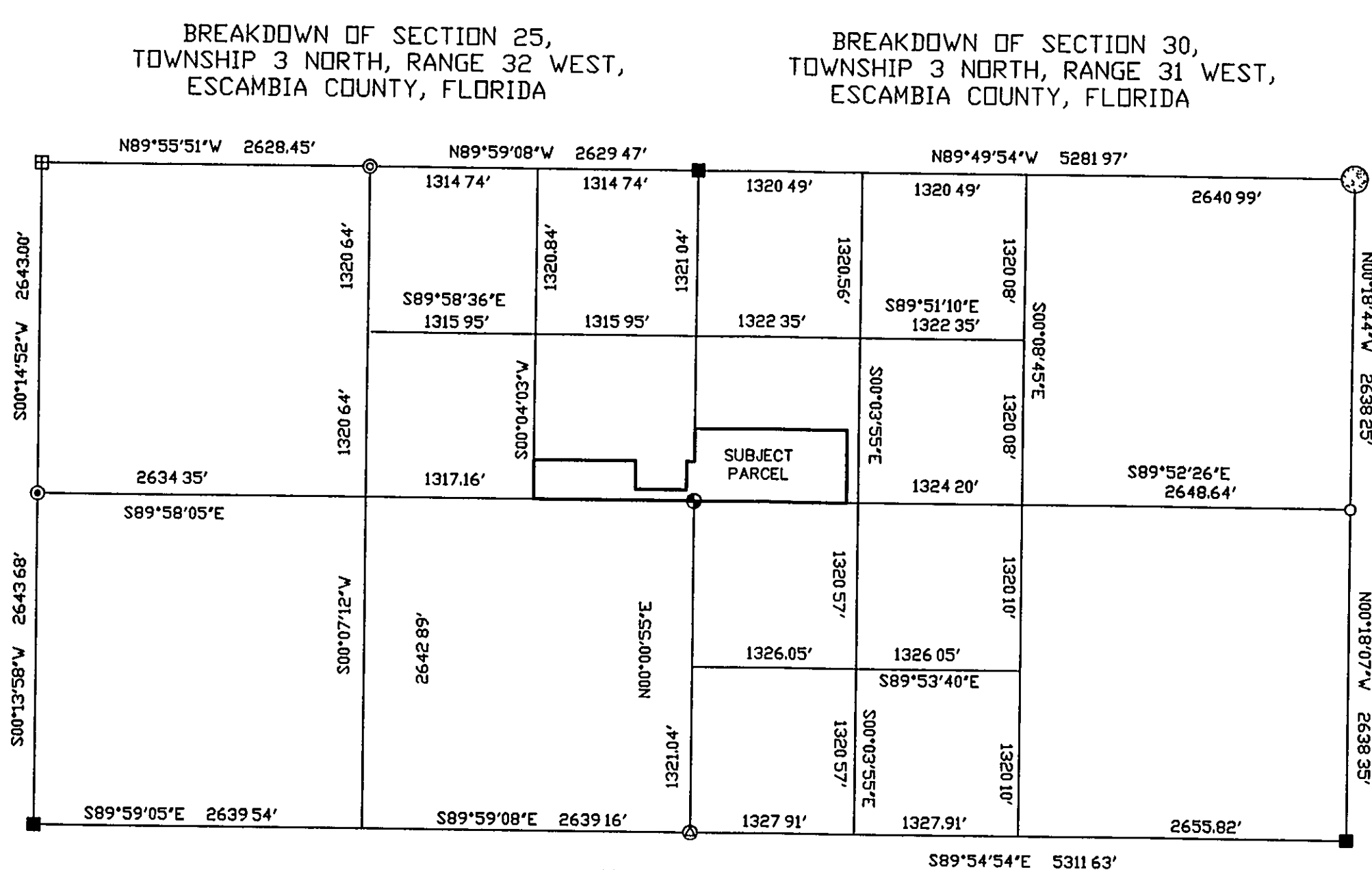


(PARCEL "A")
 DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST:
 COMMENCE AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA BEING ALSO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 00 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 30 BEING ALSO THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 2648.09 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30, BEING ALSO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 25 AS DETERMINED BY PROPORTIONAL MEASURE FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 52 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1291.08 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF SUNSHINE HILL ROAD (66' R/W); THENCE RUN NORTH 00 DEGREES 03 MINUTES 43 SECONDS WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 609.25 FEET; THENCE DEPART SAID RIGHT-OF-WAY SOUTH 89 DEGREES 56 MINUTES 17 SECONDS WEST, A DISTANCE OF 1290.26 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 30, BEING ALSO THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 274.75 FEET; THENCE DEPART SAID SECTION LINE NORTH 89 DEGREES 58 MINUTES 36 SECONDS WEST, A DISTANCE OF 300.00 FEET; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 470.00 FEET; THENCE RUN NORTH 89 DEGREES 00 MINUTES 55 SECONDS WEST, A DISTANCE OF 795.00 FEET; THENCE RUN NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 816.85 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25, THENCE RUN SOUTH 00 DEGREES 00 MINUTES 55 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4 SECTION 25; THENCE DEPART SAID CORNER SOUTH 89 DEGREES 58 MINUTES 05 SECONDS WEST, A DISTANCE OF 1317.16 FEET TO THE POINT OF BEGINNING.

- LEGEND**
- SET CAPPED IRON ROD (L.B. #5170)
 - EXISTING 1" CAPPED METAL PIPE (L.B. #5170)
 - FOUND CAPPED IRON ROD (L.S. #4082)
 - FOUND CAPPED IRON ROD (L.B. #4641)
 - FOUND 3" DIAMETER CONCRETE MONUMENT (UNNUMBERED)
 - FOUND 3/4" IRON PIPE (UNNUMBERED)
 - FOUND 4" SQUARE CONCRETE MONUMENT BY ST REGIS
 - FOUND NAIL AND DISK (UNNUMBERED)
 - FOUND 1/2" IRON ROD (UNNUMBERED)
 - FOUND 4" SQUARE CONCRETE MONUMENT (UNNUMBERED)
 - FOUND CAPPED IRON ROD (L.S. #4747)
 - FOUND CAPPED IRON ROD (L.S. #1748)
 - POWER POLE
 - RIGHT-OF-WAY
 - LICENSED SURVEYOR
 - LICENSED BUSINESS
 - TOWNSHIP
 - RANGE
 - SECTION

SOUTHEAST CORNER OF SEC. 25, T-3-N, R-32-W, ESCAMBIA COUNTY, FLORIDA (PER FIELD MONUMENTATION, DEEDS OF RECORD AND SURVEYS BY OTHERS)

POINT OF COMMENCEMENT SOUTHWEST CORNER OF SEC. 30, T-3-N, R-31-W, ESCAMBIA COUNTY, FLORIDA (PER FIELD MONUMENTATION, DEEDS OF RECORD AND SURVEYS BY OTHERS)



- GENERAL NOTES**
- 1 No title search of Public Records have been performed by this firm to determine if any defect and/or ambiguities or easements exists
 - 2 Measurements made to U.S. Standards
 - 3 NOTICE: There may be restrictions not shown that may be found in the Public Records
 - 4 The accuracy of measurement performed meets rural land development
 - 5 The bearings shown hereon were referenced to an North 00 degrees 00 minutes 55 seconds East along the West line of Section 30 per furnished description
 - 6 The dimensions of the buildings shown hereon do not include the eave overhang or the footings thereof
 - 7 Only acts of possession, if any that are visible from a casual inspection as to the existence of acts of possession by adjacenters to the lands shown and described hereon
 - 8 No "Wetlands" jurisdictional lines were located (unless indicated on plot)
 - 9 The Certificate of Authorization Number for Benchmark Surveying & Land Planning, Inc. is Licensed Business No. 5170
 - 10 This survey does not reflect or determine ownership
 - 11 The survey datum shown was referenced to actual evidence and monumentation, furnished description, a survey drawing by Benchmark Surveying & Engineering, Inc., Job# L99-2421-2-601, dated 12/15/1999, Sectional worksheet supplied by Escambia County, Surveying for Right of Way purposes and surveys prepared by Pittman & Associates, job no's 4236-79 and 22365-95
 - 12 F.S. 17-051-17-053 "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER" ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES
 - 13 New parcels was created from within a furnished description per client's instructions

NOTE: THIS MAP IS SUBJECT TO REQUIREMENTS AS ESTABLISHED BY THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE

FENCE NOTE: THE FENCES SHOWN HEREON, FOR CLARITY REASONS, MAY OR MAY NOT BE DRAWN TO SCALE

NOTE: THE SURVEY SHOWN HEREON WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED

FLOOD STATEMENT
 This is to certify that I have consulted the available Federal Insurance Administration Flood Hazard Map, Map number 12033C 0210 G, dated 9/29/06 and it is my opinion that the above described property is in flood zone "X" areas determined to be outside the 0.2% annual chance floodplain and flood zone "A" base flood elevation undetermined or community determined

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SURVEYORS CERTIFICATE
 I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

THOMAS E. NICHOLS, P.L.S., FL #2557

DATE: JULY 11, 2014

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

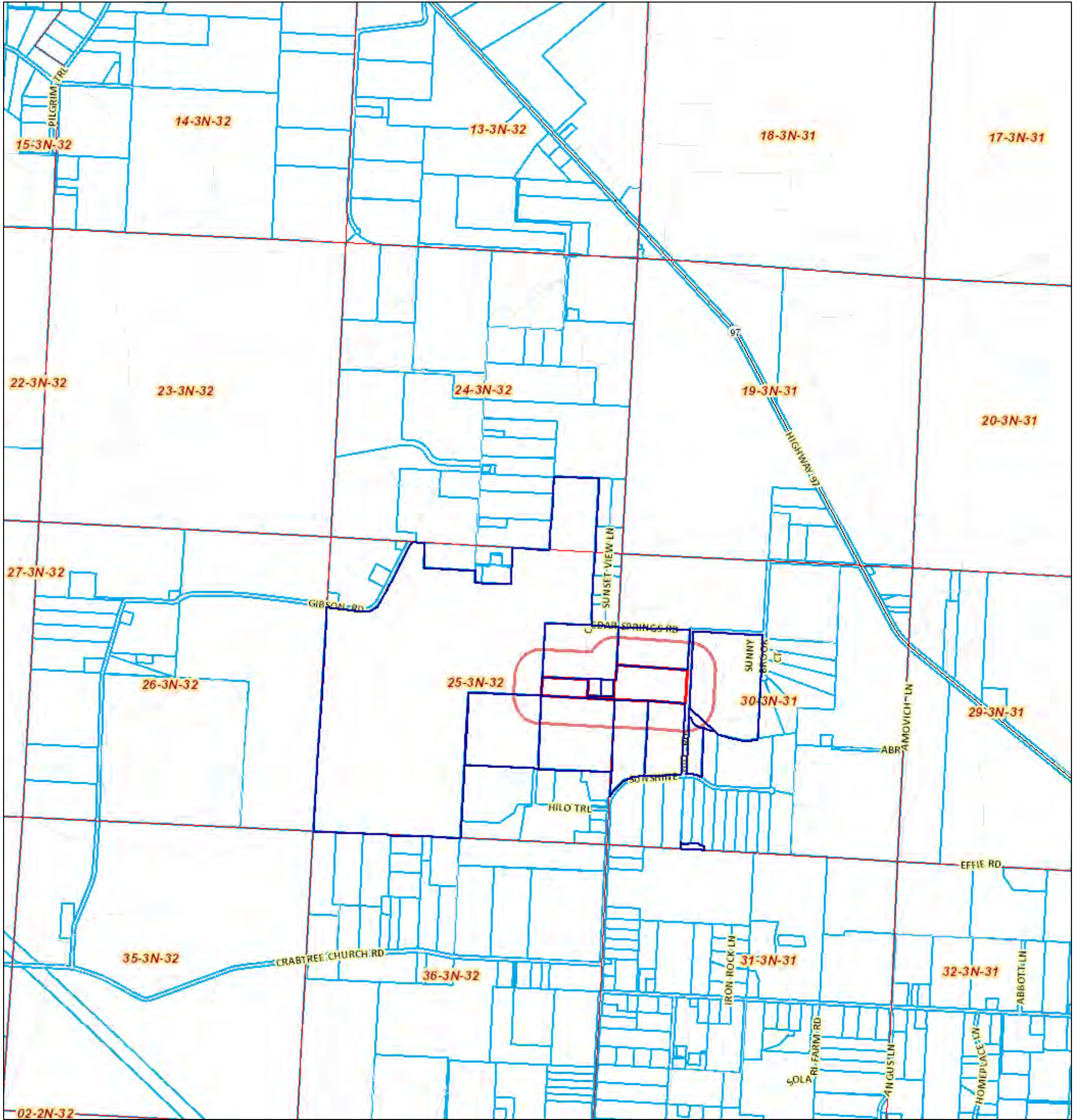
| LAND BOUNDARY & IMPROVEMENTS SURVEY FOR | | | |
|--|------|---|----------|
| DAVID SAGUAN & CHRISTOPHER CARMEN | | | |
| A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 31 WEST & A PORTION OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA. | | | |
| REVISIONS | | BENCHMARK SURVEYING & LAND PLANNING, INC. | |
| NO. | DATE | 7200 Chumuckla Highway Pace, Florida 32571 (850) 994-4882 | |
| | | FIELD BOOK# | PAGE# |
| | | 411 | 34-60 |
| | | DATE | DATE |
| | | 6/11/13 | 6/11/13 |
| | | DRAWN BY | JOB NO. |
| | | RLA/VJD | L14-424 |
| | | DATE | 1887 |
| | | SCALE | APPROVED |
| | | 1" = 100' | TEN |
| | | SHEET NO. | 1 OF 1 |

THOMAS E. NICHOLS, P.L.S.
 President
 Consulting • Land Surveying
 Land Planning • Wetland Surveying

Benchmark Surveying & Land Planning, Inc.
 7200 Chumuckla Highway
 Pace, Florida 32571
 (850) 994-4882
 FAX 995-9614

Surveyors & Land Planners

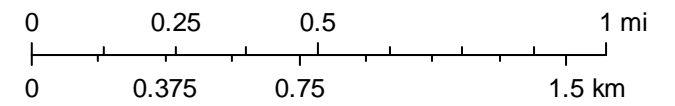
Chris Jones Escambia County Property Appraiser



July 23, 2014

1:21,201

- ⋮ Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋮ Property Line



SAGUAN DAVID &
1135 NANCY GREEN RIDGE RD
PROSPECT, TN 38477

KENT BARRY A
3963 CEDAR SPRINGS RD
MOLINO, FL 32577

HARDY JOSEPH F & RENEE C
2657 JACK SPRINGS RD
ATMORE, AL 36502

PANHANDLE YOUTH ASSISTANCE
PROGRAM INC
PO BOX 10252
PENSACOLA, FL 32524

KENT BERMAN O JR &
3959 CEDAR SPRINGS RD
MOLINO, FL 32577

GIZMO ANGUS FARM LTD
31 E FAIRFIELD DR
PENSACOLA, FL 32501

DURANT JOSEPH S & TRACEY A
PO BOX 910
GULF BREEZE, FL 32562

KRIEGER PROPERTIES INC
7893 SUNSHINE HILL RD
MOLINO, FL 32577

HORN LISTER W & JULIANA E
108 HAMPSHIRE RD
CANTONMENT, FL 32533

CORBIN JOSEPH R &
4090 SUNSHINE RIDGE CT
MOLINO, FL 32577

DURANT JOSEPH S
PO BOX 910
GULF BREEZE, FL 32562

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **613206**

Date Issued. : 07/22/2014

Cashier ID : VHOWENS

Application No. : PRZ140700015

Project Name : Z-2014-14

PAYMENT INFO

| Method of Payment | Reference Document | Amount Paid | Comment |
|-------------------|--------------------|-------------------|-----------------------|
| Check | 1004 | \$1,270.50 | App ID : PRZ140700015 |
| | | \$1,270.50 | Total Check |

Received From : CHRISTOPHER CARMEN / SAGUAN DAVID

Total Receipt Amount : **\$1,270.50**

Change Due : \$0.00

APPLICATION INFO

| Application # | Invoice # | Invoice Amt | Balance | Job Address |
|---------------|-----------|-------------|---------|--|
| PRZ140700015 | 704556 | 1,270.50 | \$0.00 | 8400 CEDAR SPRINGS RD, MOLINO, FL, 32577 |

| | | | |
|-----------------------|-----------------|---------------|--|
| Total Amount : | 1,270.50 | \$0.00 | Balance Due on this/these Application(s) as of 7/23/2014 |
|-----------------------|-----------------|---------------|--|



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9/2/14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-14

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor Against

*Name: Christopher Carmen

*Address: 6506 Margate Dr. *City, State, Zip: Pensacola, FL 32526

Email Address: christopher-carmen@yahoo.com Phone: (909)435-4472

Please indicate if you:

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

All items with an asterisk * are required.

Chamber Rules

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

Z-2014-18

PLANNING BOARD REZONING HEARINGS - SEPTEMBER 2, 2014

101

1 I wanted to also address Criterion Number
 2 (5) about the effect on the natural
 3 environment just to reiterate what all these
 4 people have said. Just because we don't know
 10:25AM 5 what the proposed use if it were changed to
 6 V-3 would be, let's say worse case scenario
 7 they put 59 houses there, I think we all know
 8 that that's going to have a pretty significant
 9 impact on the natural environment. And I just
 10 wanted to come up and say these few words
 11 today on behalf of all these people behind me.
 12 MR. BRISKE: Thank you, sir. Before you
 13 leave, please take these pink forms
 14 so we have it on the record, as well. Just
 10:26AM 15 submit it to the staff up here.
 16 Anyone who hadn't spoken already? Hearing
 17 none, I will now close the public comment
 18 portion for today's hearing and, of course, it
 19 will be reopened again at the subsequent
 10:26AM 20 hearing. Is there any discussion before we
 21 hear from Mr. Goodloe for continuance?
 22 MS. SINDEL: None.
 23 MR. BRISKE: Hearing none, Mr. Goodloe,
 24 the floor is yours.
 10:26AM 25 (Motion for continuance by Mr. Goodloe.)
 TAYLOR REPORTING SERVICES, INCORPORATED

102

1 MR. GOODLOE: Mr. Chairman, I move that we
 2 continue Case Z-2014-16 to the next regularly
 3 scheduled Planning Board meeting.
 4 MS. SINDEL: Second.
 10:26AM 5 MR. BRISKE: A motion and a second. All
 6 in favor, say aye.
 7 (Board members vote.)
 8 MR. BRISKE: Opposed?
 9 (None.)
 10:26AM 10 MR. BRISKE: The motion carries.
 11 (Motion passed unanimously.)
 12 MR. BRISKE: The signs will be September 30th
 13 and notification of the signs, are we going to
 14 readvertise to the 500-foot radius, as well as
 10:26AM 15 the signs?
 16 MR. JONES: The signs will be done. We're
 17 going to stick with the same 500-foot radius
 18 that's currently in process right now.
 19 MR. BRISKE: Very good. We will take a
 10:27AM 20 brief recess here. Let's keep it brief
 21 because we do have one more case. Let's come
 22 back 10:35, please, 10:35.
 23 (Break taken, after which the proceedings
 24 continued.)
 25 (Transcript continues on Page 104.)
 TAYLOR REPORTING SERVICES, INCORPORATED

103

1 * * *
 2 CASE NO: Z-2014-18
 3 Applicant: Wiley C. "Buddy" Page, Agent for
 Doris Minchew, Owner
 4 Address: 7170 Blue Angel Parkway
 Property Size: 4.66 (+/-)acres
 5 From: R-R, Rural Residential (cumulative)
 (two du/acre)
 6 To: C-1, Retail Commercial District
 (cumulative) (25 du/acre)
 7
 8 MR. BRISKE: Okay. We are now going to
 9 move on to our last case, which is case
 10:36AM 10 Z-2014-18. Buddy Page is the agent for Doris
 11 Minshew, owner, 7170 Blue Angel Parkway,
 12 4.66 acres, from R-R, Rural Residential, to
 13 C-1, Retail Commercial District.
 14 Members of the Board, on this case I'll
 10:37AM 15 ask if there's been any ex parte communication
 16 between you and the agents, applicant,
 17 attorneys, witnesses, Planning Board members
 18 or anyone from the general public, have you
 19 visited the subject site and also if you are
 10:37AM 20 related to any of the parties.
 21 Ms. Oram.
 22 MS. ORAM: No to all.
 23 MR. GOODLOE: I have no ex parte, but I
 24 have visited the site.
 10:37AM 25 MR. LOWERY: No to all.
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104

1 MR. BRISKE: The Chairman. No to all.
 2 MR. TATE: No to all.
 3 MS. DAVIS: No to all.
 4 MR. BRISKE: Mr. Wingate.
 10:37AM 5 MR. WINGATE: I just passed by and just
 6 looked and viewed the site. I didn't talk --
 7 no personal contact.
 8 MR. BRISKE: Thank you, sir.
 9 Ms. Sindel.
 10:37AM 10 MS. SINDEL: No to all.
 11 MR. BRISKE: Thank you.
 12 Staff, on this case was the notice of
 13 hearing sent to all interested parties?
 14 MS. MALLORY: Yes, it was.
 10:38AM 15 MR. BRISKE: On this case was it correctly
 16 posted on the subject property?
 17 MS. MALLORY: Yes, it was.
 18 MR. BRISKE: I had to get a little zing in
 19 there.
 10:38AM 20 We'll go ahead and have the maps and
 21 photography now, please.
 22 (Presentation of Maps and Photography.)
 23 MS. CAIN: This is Z-2014-18, 7170 Blue
 24 Angel, going from R-R, Rural Residential, to
 10:38AM 25 C-1, Retail Commercial District.
 TAYLOR REPORTING SERVICES, INCORPORATED

105

1 This is the locational map showing that
 2 there is some wetlands that do go through the
 3 elongated part of the parcel. There's the
 4 aerial photography showing the property on
 10:38AM 5 Blue Angel and Pine Forest. This is the
 6 Future Land Use Map showing the current Future
 7 Land Use of Mixed Use Urban.
 8 MR. TATE: I'm sorry, did you just say
 9 Pine Forest?
 10:39AM 10 MS. CAIN: I'm sorry, Blue Angel Parkway
 11 and close to the Pine Forest Road. The
 12 existing land use map showing the surrounding
 13 uses of the property, which show some vacant
 14 and the majority of them are single-family.
 10:39AM 15 This is the zoning map showing the current
 16 R-R zoning of the property. This is the
 17 public notice sign showing the R-R to C-1.
 18 This is across Blue Angel Parkway looking at
 19 the subject property. This is also looking at
 10:39AM 20 the rear of the property on the right side of
 21 the subject property. This is the parcel to
 22 the east that adjoins the subject property.
 23 This is looking east at the intersection of
 24 Blue Angel and Pine Forest Road. This is
 10:40AM 25 looking across the subject property from Blue
 TAYLOR REPORTING SERVICES, INCORPORATED

106

1 Angel Parkway. Another parcel across Blue
 2 Angel from the subject property. Looking west
 3 along Blue Angel from the subject property.
 4 This is the 500-foot mailing radius map we got
 10:40AM 5 from the property appraiser. And this is our
 6 mailing list. That concludes the photos and
 7 maps.
 8 MR. BRISKE: Okay. Buddy, do you want to
 9 come forward, please. You're still under oath
 10:40AM 10 from the previous case, but just please state
 11 your name and address again.
 12 (Wiley C."Buddy" Page, previously sworn.)
 13 MR. PAGE: Buddy Page, 5337 Hamilton Lane,
 14 Pace, Florida.
 10:40AM 15 MR. BRISKE: Sir, on this case have you
 16 received the staff's hearing package and the
 17 Findings-of-Fact?
 18 MR. PAGE: I have.
 19 MR. BRISKE: Do you understand that you
 10:41AM 20 have the burden of providing substantial
 21 competent evidence that its consistent with
 22 the Comprehensive Plan, furthers the goals and
 23 policies of that plan and is not in conflict
 24 with the Land Development Code?
 10:41AM 25 MR. PAGE: I do.
 TAYLOR REPORTING SERVICES, INCORPORATED

107

1 MR. BRISKE: We do not have anyone signed
 2 up to speak on this one from the public at
 3 this time and we don't have any public left,
 4 so go ahead, sir.
 10:41AM 5 MR. PAGE: Mr. Chairman, thank you.
 6 Criterion (1) regarding the consistency with
 7 the Comprehensive Plan, we concur with the
 8 staff's finding that it is consistent.
 9 Criterion (2), consistency with the Land
 10:41AM 10 Development Code. I note in the findings that
 11 it appears to be in conflict; however, as you
 12 read down very near the end of the second
 13 paragraph it says commercial zoning along
 14 major arterial roads, i.e., Blue Angel Parkway
 10:41AM 15 is somewhat encouraged by the locational
 16 criteria regulations per the Land Development
 17 Code. We certainly agree with that.
 18 Even though it says that it appears to be
 19 in conflict, we think that the casual observer
 10:42AM 20 that would drive through that area would see
 21 that it is continuing to move from
 22 single-family type development to commercial.
 23 I did note in the 500-foot zoning that you
 24 have overhead and on your screen, if you look
 10:42AM 25 down at the very bottom you will see R-R,
 TAYLOR REPORTING SERVICES, INCORPORATED

108

1 Rural Residential. That particular site, I
 2 think, is about a four-and-a-half acre AT&T, a
 3 union, some type of transfer facility that
 4 they have there. That's where they park all
 10:42AM 5 of their trucks. I was under the impression
 6 that that whole area right there where AT&T is
 7 located was commercial. And as you see to the
 8 north on one of the land use maps it showed
 9 vacant land above the C-2 -- well, down --
 10:42AM 10 right in there. That actually is a County
 11 fire department and training center on Pine
 12 Forest Road and it showed up on the other
 13 existing land uses as being vacant.
 14 So those two map corrections, I think,
 10:43AM 15 further point to the fact that the area is
 16 moving in transition. This Board will recall
 17 I think, last month you had two applications
 18 in front of you that are just to the northeast
 19 of this site, Dr. Brunson, the old dentist
 10:43AM 20 from the Brownsville area. You, I believe,
 21 reviewed and approved their change from Rural
 22 to C-1, Commercial. So that area, whether
 23 you're just north of that intersection or just
 24 south or west, as you pull through it, it will
 10:43AM 25 continue to be an area that is under
 TAYLOR REPORTING SERVICES, INCORPORATED

109

1 transition.
 2 The Board will also recall that the County
 3 has plans for a number of years to extend
 4 Longleaf Drive from Pine Forest to Highway 29.
 10:44AM 5 I understand just this morning that an update
 6 on that the County has decided to bring that
 7 down into phases and it will likely be a
 8 four-lane phase from Pine Forest over to the
 9 first L-shape to the left. I forget the name
 10 of that road, but they're going to take it in
 11 segments. Once that's constructed, the
 12 east/west traffic in front of this particular
 13 site here will certainly only increase. The
 14 traffic year to date from 2011 to 2012, the
 10:44AM 15 very latest things that we could find showed a
 16 seven percent increase in southbound right
 17 turn traffic from Pine Forest swinging onto
 18 Blue Angel Parkway.
 19 Those type of statistics suggest that it's
 10:44AM 20 going to continue to be a popular roadway and
 21 if this is extended to the east with the
 22 County's segment approach to extending
 23 Longleaf, it could only further increase the
 24 traffic in this area.
 10:45AM 25 And again, very few building permits for
 TAYLOR REPORTING SERVICES, INCORPORATED

110

1 single-family homes have been pulled in this
 2 area even though there are vacant lands. The
 3 particular piece of property here that
 4 Mr. Bobby Minchew owns has been on the market
 10:45AM 5 for probably a little over three years for
 6 sale as a single-family residential home by
 7 Ms. Marie Gibbs, Realtor, and there have been
 8 no offers on it for a single-family residence
 9 at that location.
 10:45AM 10 So, Mr. Chairman, we think with that
 11 information we're consistent with the Land
 12 Development Code, especially given the
 13 locational criteria and the encouragement
 14 that's referenced in that very last paragraph.
 10:45AM 15 Criterion (3), compatibility with
 16 surrounding areas. I mentioned the general
 17 tone of the Land Development Code going from
 18 residential to commercial. It says here that
 19 the proposed amendment is not compatible with
 10:46AM 20 the existing uses.
 21 One of things, Mr. Chairman, under
 22 Criterion (3), compatibility with surrounding
 23 areas, that sentence actually reads whether
 24 and to the extent to which the proposed
 10:46AM 25 amendment is compatible with existing and
 TAYLOR REPORTING SERVICES, INCORPORATED

111

1 proposed. But yet when you read the analysis,
 2 the "and proposed" seldom is mentioned.
 3 Proposed activity in that area generally is
 4 thought of as the Future Land Use Map. That's
 10:46AM 5 the proposed Future Land Use for that area and
 6 it's all commercial. We think we're
 7 consistent with that and compatible with it in
 8 that light, Mr. Chairman.
 9 Changed conditions. I don't think there's
 10:46AM 10 a whole lot changed perhaps other than just
 11 the Brunson property that I mentioned.
 12 Effect on the natural environment. There
 13 is a considerable amount of wetlands as shown
 14 on the original first map that bisects this
 10:47AM 15 property, so that really the only developable
 16 portion on it is probably going to be the
 17 first 260 feet. You go through that wetland.
 18 The back portion then cannot be reached
 19 without going through jurisdictional wetlands
 10:47AM 20 and the Corps of Engineers have long done away
 21 with box culverts slung in place to cross
 22 those types of things so it would be almost
 23 impossible to do that. So the effect on the
 24 natural environment, while there would be no
 10:47AM 25 effect on it, there's a considerable amount of
 TAYLOR REPORTING SERVICES, INCORPORATED

112

1 wetlands that would have to be given
 2 consideration.
 3 Under Criterion (6), the development
 4 patterns, I think I mentioned a fair amount of
 10:47AM 5 that in terms of what's going on. I did note
 6 that it says there appears to be a pattern of
 7 residential development in the area. That's
 8 correct. I think the last house in that area
 9 was built in the late '80s, so I think that
 10:47AM 10 would be more accurate to say that there is a
 11 pattern of some historical residential
 12 development in the area.
 13 Commercial development is very limited
 14 within the 500-foot radius. Commercial
 10:48AM 15 development, that's true. Commercial zoning,
 16 getting back to proposed as we're suppose to
 17 be taking a look at under the analysis,
 18 there's a fair amount of commercial property
 19 that is zoned for that. It's difficult to
 10:48AM 20 understand why someone would buy a piece of
 21 commercial property and then attempt to have
 22 it rezoned residential because there are no
 23 patterns for that type of thing.
 24 So we think that we're consistent with the
 10:48AM 25 development patterns given the historical and
 TAYLOR REPORTING SERVICES, INCORPORATED

113

1 I think what we all would recognize is a major
 2 arterial collector coming together in two
 3 different directions. It's a hurricane
 4 evacuation route. We think that the proximity
 10:48AM 5 of the intersection would lead one to believe
 6 that the majority of the property within that
 7 intersection should be zoned commercial.
 8 Mr. Chairman, for those reasons we think we're
 9 consistent with six.

10:49AM 10 Thereby, I think we would ask the Board to
 11 consider all of that and grant our request.

12 MR. BRISKE: Okay. Any questions of
 13 Mr. Page right now?

14 MS. SINDEL: Not now.

10:49AM 15 MR. BRISKE: Let's hear the staff's
 16 presentation and we'll give you a chance for a
 17 closing.

18 MS. CAIN: This is again Z-2014-18, 7170
 19 Blue Angel Parkway requesting from R-R, Rural
 10:49AM 20 Residential, to C-1, Retail Commercial
 21 District.

22 On Criterion (1), consistency with the
 23 Comprehensive Plan, it is consistent with the
 24 intent and purpose because the category of
 10:49AM 25 Mixed Use Urban does allow for a mixture of
 TAYLOR REPORTING SERVICES, INCORPORATED

114

1 residential and commercial development
 2 promoting infill development.

3 With the Criterion (2), consistent with
 4 the Land Development Code, the proposed
 10:50AM 5 amendment would appear to be in conflict with
 6 a portion of the Land Development Code. One
 7 of the primary goals for the separation of
 8 zoning districts is to protect the residential
 9 development from some of the nonresidential
 10:50AM 10 commercial uses.

11 In this particular case the zoning from
 12 R-R to C-1 would definitely increase the
 13 allowable uses for the nonresidential retail
 14 commercial, which would definitely impact some
 10:50AM 15 of the adjoining property although there are
 16 some buffering requirements. When you get
 17 into the Land Development Code there are some
 18 screenings and buffering standards that have
 19 to go in place for commercial development from
 10:50AM 20 residential.

21 Blue Angel Parkway is a major arterial
 22 roadway and as stated by Mr. Page earlier,
 23 there are locational criteria that most of C-1
 24 development must be on arterial roadways or
 10:51AM 25 a certain proximity to arterial roadways or
 TAYLOR REPORTING SERVICES, INCORPORATED

115

1 intersections.

2 For Criterion (3), the compatible uses
 3 with the surrounding area, we found that it's
 4 not really consistent or compatible with the
 10:51AM 5 existing surrounding uses. Even though some
 6 or a majority of the properties are C-1
 7 zoning, the uses are residential. As Mr. Page
 8 stated on the opposite end, on the R-R, which
 9 is a Rural Residential zoning, there is a
 10:51AM 10 commercial use there, but right in front of it
 11 that property that's R-R is a single-family
 12 home and then to the west of that there are
 13 multifamily homes that are in C-1 zonings.

14 So it would allow for a range of full
 10:52AM 15 retail and different commercial services. It
 16 would be more an intense use than what is
 17 currently there being used regardless of the
 18 zoning itself. Even though right next door to
 19 this particular property there is a C-1 zoning
 10:52AM 20 although it does have a single-family
 21 residence on it now. Zoning to a less intense
 22 zoning would provide for a more compatible
 23 transition. The next lower would be like an
 24 R-6 zoning.

10:52AM 25 The criteria for changed conditions,
 TAYLOR REPORTING SERVICES, INCORPORATED

116

1 Criterion (4), we did not find any other
 2 changed conditions that would impact the
 3 amendment or the property.

4 Effect on the natural environment. As
 10:52AM 5 stated, there were some hydric soils as
 6 indicated on the subject property and before
 7 any development would occur, there would have
 8 to be some -- in the development review
 9 process there would have to be some wetlands
 10:53AM 10 inventory submitted for that project to make
 11 sure there was not going to be any adverse
 12 impacts to the adjoining properties.

13 Criterion (6), development patterns. The
 14 subject parcel and the surrounding area there
 10:53AM 15 is a pattern of residential development within
 16 the area and, yes, there are some parcels that
 17 are commercially zoned, but they are being
 18 used as single-family homes or apartments and
 19 multifamily. Commercial development at this
 10:53AM 20 point is the existing commercial zoned parcel
 21 adjacent to and in close proximity to the
 22 parcel. Like I said, there is a -- I lost my
 23 train of thought, sorry.

24 MR. BRISKE: That's what a week up in the
 10:54AM 25 mountains will do to you.
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117

1 MS. CAIN: Yes, the fresh air.
 2 So there are requirements for buffering
 3 and screening from residential parcels to
 4 commercial parcels so they can actually
 10:54AM 5 coexist together and considered as a unique
 6 factor. I think that's the staff's findings.
 7 MR. BRISKE: Okay. I have a question
 8 again and this is similar to the question that
 9 I asked in the last case and it may take
 10:54AM 10 several of you to answer it, but when we say
 11 things like appears to be in conflict, I
 12 certainly understand why we have wording like
 13 that. Just like on the last case Griff
 14 qualified it by why there was wording. I was
 10:54AM 15 always under the impression with the
 16 Findings-of-Fact that it was kind of a black
 17 and white thing, that it should say it's not
 18 consistent, it is consistent.
 19 MS. CAIN: That's actually the Board's
 10:55AM 20 determination to say whether it's consistent
 21 or not. It is staff's responsibility to try
 22 to read the code as it is black and white and
 23 then if there are gray areas then the Board
 24 will say. I can look at it or another staff
 10:55AM 25 member can look at it and it appears to be but
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118

1 then you are the ones who make the determining
 2 factor is it definitely.
 3 MR. BRISKE: So this is kind of like an
 4 interpretation from you guys of what the
 10:55AM 5 code -- I mean, I understand why you do it
 6 because there is some --
 7 MR. JONES: Yes, and in cases, as Allyson
 8 stated so correctly, there are cases where it
 9 is black and white and clearly we will state
 10:55AM 10 if it's black and white. Then there are other
 11 cases where it is not black and white and as
 12 staff we've got to present you all of the
 13 facts, all the code. Some could have been a
 14 portion of it in conflict. The rest of it
 10:55AM 15 could not be in conflict, so that's why we
 16 present you all of the facts and you have to
 17 weigh the evidence and then you can make a
 18 decision based upon all the facts. It will
 19 not be skewed as one-sided. If it's gray, we
 10:56AM 20 want call to call it gray and present all the
 21 evidence to you.
 22 MS. CAIN: And the Staff is actually
 23 drafting the Planning Board's findings because
 24 the code says that the Board gives findings --
 10:56AM 25 the Planning Board recommends findings to the
 TAYLOR REPORTING SERVICES, INCORPORATED

119

1 Board of County Commissioners, so we are
 2 trying to help you draft your findings for the
 3 Board.
 4 MR. JONES: Also, too, Mr. Briske and
 10:56AM 5 Board members, if you're ever sitting down in
 6 the seat when it comes to the actual BCC
 7 cases, all of the other sides that we do not
 8 present, they do ask those questions and
 9 sometimes it's hard to think so quickly what
 10:56AM 10 to say, so all of those other sides they
 11 definitely ask what about this? What about I
 12 thought this was allowed. So we try to
 13 present you all of the evidence so that you
 14 can make a qualified, more accurate
 10:57AM 15 determination upon the whole Land Development
 16 Code.
 17 MR. BRISKE: What I'm getting at,
 18 Mr. Ross, this may be for you, but the final
 19 findings that the Planning Board votes on has
 10:57AM 20 to be -- it has to be definitive for appeal
 21 purposes.
 22 MR. ROSS: Yes, sir. I don't think that
 23 the Planning Board could hang their hat on an
 24 apparently or pretty close or appears to be.
 10:57AM 25 I think it was to be you either find that the
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120

1 applicant has satisfied the criteria or if the
 2 applicant has not satisfied the criteria, you
 3 point to which criteria he or she has not
 4 satisfied.
 10:57AM 5 MR. BRISKE: So then that would be the
 6 final finding amended accordingly?
 7 MR. ROSS: Yes.
 8 MR. BRISKE: I just want to make sure
 9 because I wasn't trying to be critical, but in
 10:57AM 10 some of these cases we get that wording where
 11 it is kind of nebulous.
 12 MR. ROSS: In the end it's a staff
 13 analysis. The staff is not making the
 14 factual ultimate -- conducting a
 10:58AM 15 quasi-judicial hearing, so it's just a guide
 16 for your decision making.
 17 MR. BRISKE: Very good.
 18 Mr. Page, anything that you would wish to
 19 go back over after hearing the staff's
 10:58AM 20 presentation?
 21 MR. PAGE: No.
 22 MR. BRISKE: There's no one here from the
 23 public, so we will close public comment. And
 24 now it's up to the Board to ask questions or
 10:58AM 25 make a motion. If you do make a motion,
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121

1 please address Criterion (2) and (3).
 2 (Motion by Mr. Goodloe.)
 3 MR. GOODLOE: Mr. Chairman, a motion. I
 4 move we recommend approval of the rezoning
 10:58AM 5 application to the Board of County
 6 Commissioners and adopt Findings-of-Fact (1),
 7 (4) and (5).
 8 And with the exception of Criterion (2),
 9 that we do not find it to be in conflict with
 10:58AM 10 the code or Land Development Code.
 11 And in Criterion (3), it is compatible
 12 with surrounding and existing uses.
 13 And for Criterion 6), that it would result
 14 in a logical and orderly development pattern.
 10:59AM 15 MR. BRISKE: Okay. Thank you,
 16 Mr. Goodloe. We have a motion amending the
 17 Findings-of-Fact in Criterion (2), (3) and 6).
 18 Is there a second?
 19 MR. TATE: Second.
 10:59AM 20 MR. BRISKE: Okay. Mr. Tate. Any
 21 discussion? All those in favor, say aye.
 22 (Board members vote.)
 23 MR. BRISKE: Opposed?
 24 (None.)
 10:59AM 25 MR. BRISKE: The motion carries
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122

1 unanimously. Thank you, Mr. Goodloe.
 2 (The motion passed unanimously.)
 3 (Conclusion of Z-1014-18.)
 4 MR. BRISKE: Before we go off the
 10:59AM 5 record -- I know we've already continued the
 6 previous case. Griff, I wanted to ask that
 7 you would do a little more research. When we
 8 were looking at the map there was a portion of
 9 the map that you said there was a conflict
 10:59AM 10 with the adjoining property owner, the
 11 property line concerning where the rezoning is
 12 on the previous case, case 16, and can we just
 13 get a little more information about what that
 14 is?
 11:00AM 15 MR. TATE: At the next meeting.
 16 MR. VICKERY: It's based on their
 17 submitted survey, so we're relying on a
 18 certified land surveyor to give us that legal
 19 description.
 11:00AM 20 MR. BRISKE: And that is in conflict with
 21 the County's records?
 22 MR. VICKERY: The County records show and
 23 the property appraiser's records show that
 24 overlap. They're not creating, they're
 11:00AM 25 documenting the existing conflict, if you
 TAYLOR REPORTING SERVICES, INCORPORATED

123

1 will.
 2 MR. BRISKE: Okay.
 3 MR. VICKERY: Drew, do you have anything
 4 more?
 11:00AM 5 MR. HOLMER: There are conflicts
 6 throughout the county, usually small pieces
 7 like this, where the property appraiser's
 8 polygons, you know, there have been changes in
 9 the past. Maybe somebody's legal description
 11:01AM 10 started a little bit further north than
 11 someone else's and there's these little pieces
 12 like this throughout. What we're relying on
 13 when we come forward with the rezonings is the
 14 legal description by the applicant.
 11:01AM 15 I'm not sure if there's any claim to this
 16 little sliver.
 17 MR. TATE: Can I ask that we be careful
 18 that we just move away from this without
 19 anybody from the other party there? I know
 11:01AM 20 Mr. Page has something to add to that, but in
 21 fairness I don't know that...
 22 MR. BRISKE: It wasn't my intent to reopen
 23 the case. I just wanted to make sure that we
 24 had clarification of that was the actual
 11:01AM 25 property boundaries. I mean, the reason I say
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124

1 this, let's say there was a much bigger error
 2 and this affected a nearby property and now
 3 let's say it was recommended for approval, you
 4 could be affecting the rights of an adjoining
 11:02AM 5 property owner by what happens in this case.
 6 That's my concern there. I don't want to
 7 reopen it because it's a quasi-judicial, but I
 8 just want to make sure that we have all the
 9 info at the next hearing to make sure it's
 11:02AM 10 clear why that is so. I know you've already
 11 testified that they gave a survey, but I just
 12 think it would be a good thing to do.
 13 Mr. Page, I want to speak but in
 14 an effort to keep it to ex parte
 11:02AM 15 communication, I think we'll hold off on that.
 16 MR. PAGE: Okay.
 17 MR. BRISKE: Anything else for the
 18 rezoning hearing?
 19 MS. SINDEL: No.
 11:02AM 20 MR. BRISKE: We'll go ahead and call the
 21 meeting to a close. We are adjourned in that
 22 meeting. Our next one will be September 30th
 23 here in this room. Thank you, Linda.
 24 (The quasi-judicial proceedings concluded
 25 at 11:03 a.m.)
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Planning Board-Rezoning

5. D.

Meeting Date: 09/02/2014
CASE : Z-2014-18
APPLICANT: Wiley C. "Buddy" Page, Agent for Doris Minchew, Owner
ADDRESS: 7170 Blue Angel Parkway
PROPERTY REF. NO.: 25-1S-31-2101-001-002
 MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 10/09/2014

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-R, Rural Residential (cumulative) (two du/acre)

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

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: residential, retail and services, professional office, light industrial, recreational facilities, public and civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

Policy FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential rezoning to allow higher residential densities may be allowed in the Mixed-Use

urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

FINDINGS

The proposed amendment to C-1 **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban(MU-U) as stated in CPP FLU 1.3.1 The existing land use of MU-U allows for a mix of residential and commercial development promoting compatible infill development.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

The proposed amendment appears **to be in conflict** with a portion of the LDC. Generally, one of the primary goals of separate zoning districts is to protect the residential development from nonresidential land uses. More specifically in this case, a rezoning of the parcel in question from RR to C-1 would increase the allowable uses and the associated impacts significantly. From an objective review of the pertinent regulations for Criterion 2, this could be deemed as inconsistent with the intent and purpose.

But equally important is the fact that the Land Development Code does allow for screening and buffering standards that would allow for residential and commercial development to co-exist in close proximity to each other; therefore minimizing or even eliminating any adverse impacts commonly associated with commercial development. Another factor to consider is that the parcel is fronting on Blue Angel Parkway, which is a major arterial road. Particularly on the south side of the Blue Angel Parkway, there are parcels already in existence with C-1 zoning designations in close proximity to the subject property; likewise, commercial zoning along major arterial roads, i.e. Blue Angel Parkway, is somewhat encouraged by the locational criteria regulations per Article 7.20.00 Land Development Code.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment is **not compatible** with surrounding existing uses in the area because it would allow a full range of retail sales and service development which would be a more intense use as compared to the existing single-family and multi-family residential developments in the area of the subject property. Within the area of the subject parcel there are properties with zoning districts RR, C-1 and C-2. Rezoning to a less intense zoning category would provide for a smooth transition and be more compatible with the developed lots.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

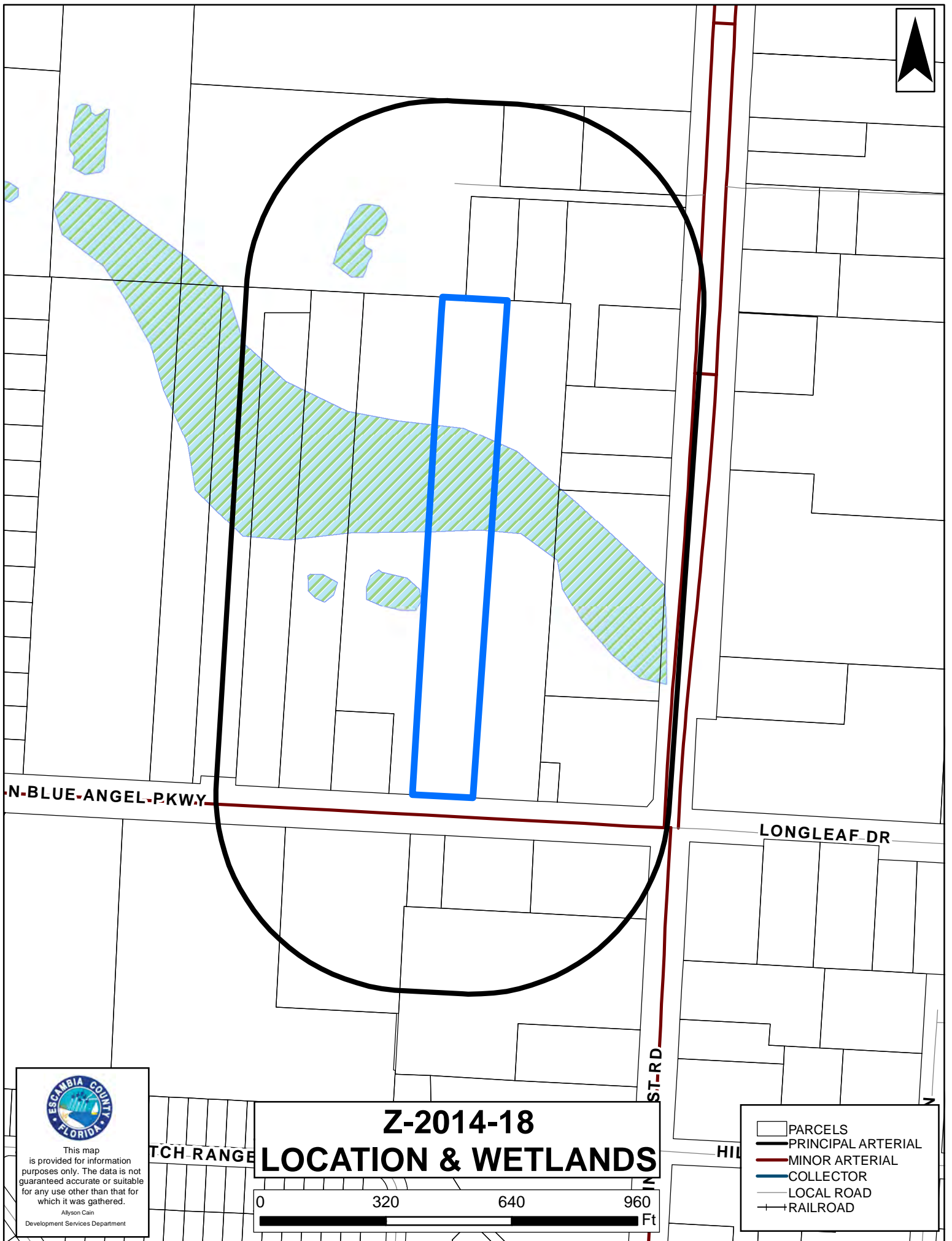
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

From staff's site visit of the subject parcel and the surrounding areas, there appears to be a pattern of residential development within the area. Yes, there are parcels with commercial zoning designations; but, they are single-family homes and apartments. Commercial development is very limited within the 500'radius. Since this appear to be the case, the point can be made that the request would not result in a logical and orderly development pattern. However, the existence of the commercially zoned parcels adjacent to and in close proximity to the subject parcel; the location of the subject parcel on Blue Angel Parkway; and the requirement for screening and buffering so that parcels with a different zoning designation can co-exist together could be considered as unique factors that can help facilitate mixed use development patterns.

Attachments

Z-2014-18



N. BLUE-ANGEL-PKWY.

LONGLEAF DR

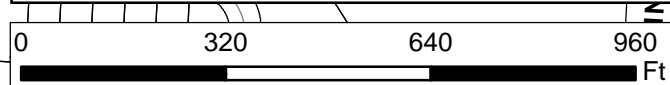
HILL ST RD



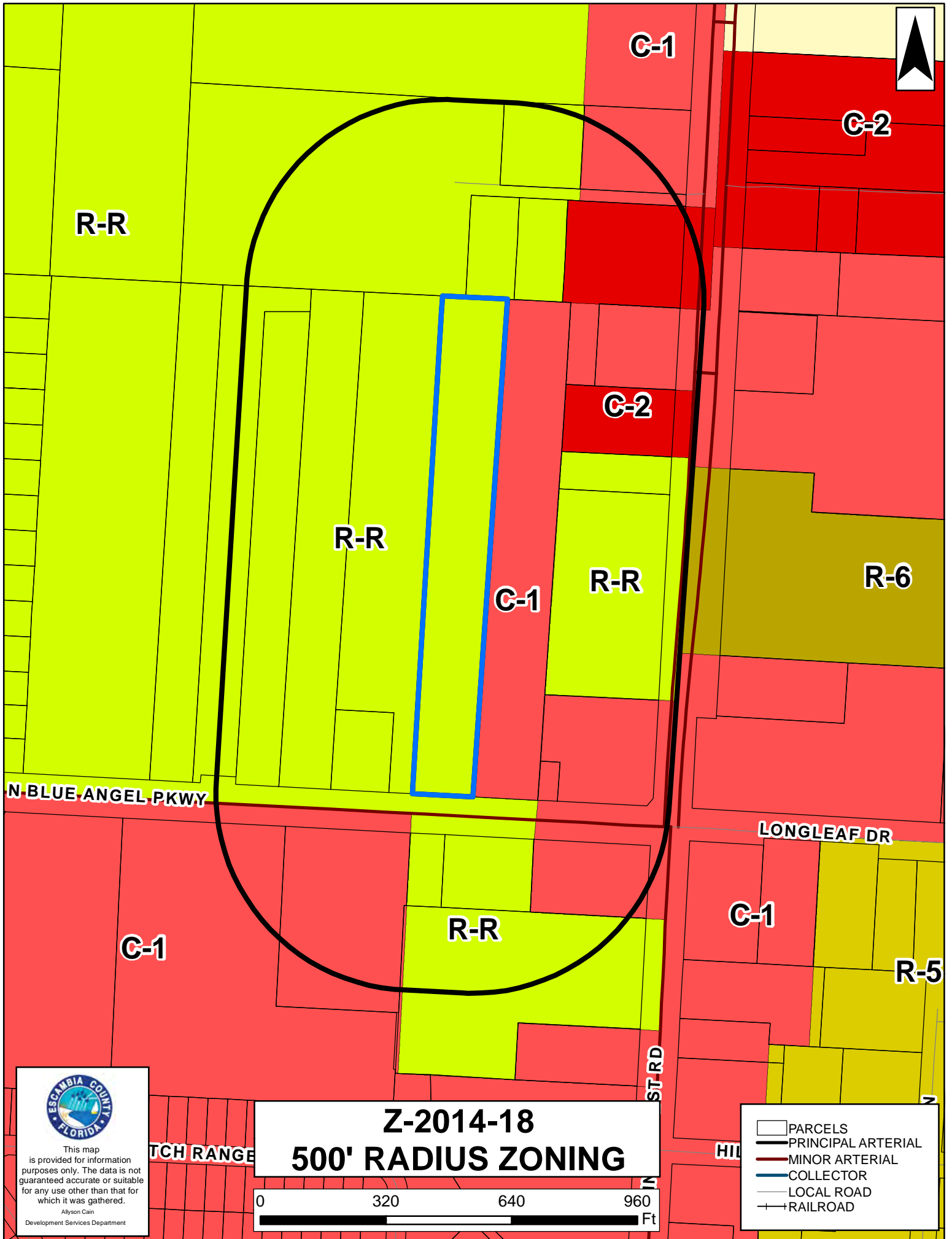
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Allyson Cain
Development Services Department

TCH RANGE

Z-2014-18 LOCATION & WETLANDS



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



R-R

C-1

C-2

R-R

C-2

C-1

R-R

R-6

N BLUE ANGEL PKWY

LONGLEAF DR

C-1

R-R

C-1

R-5

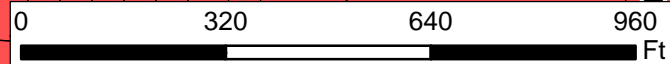
HILL ST RD

ATCH RANGE

HILL

Z-2014-18

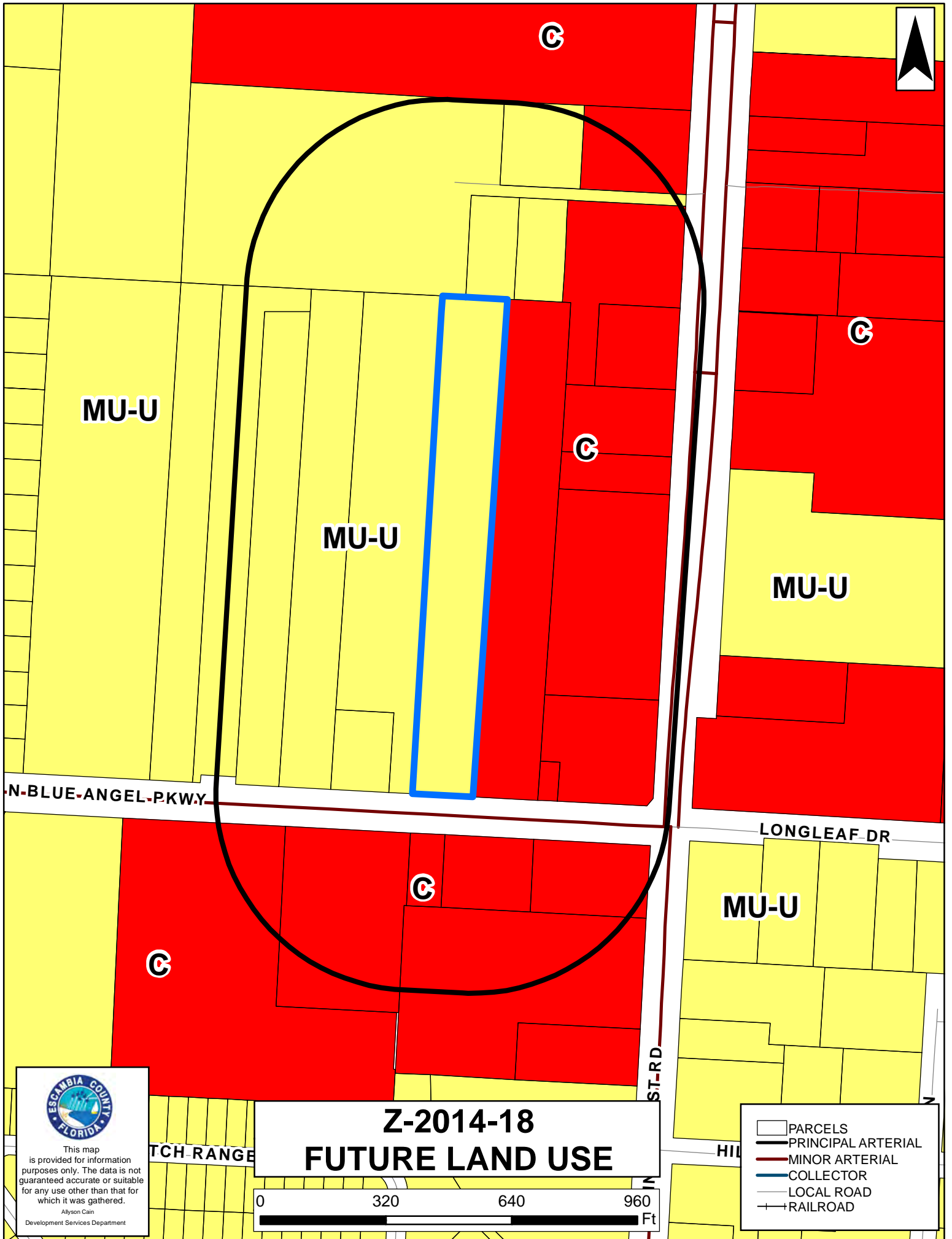
500' RADIUS ZONING



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

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Development Services Department



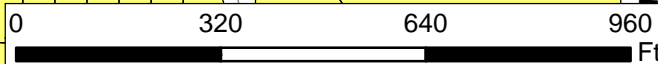
MU-U

MU-U

MU-U

MU-U

**Z-2014-18
FUTURE LAND USE**

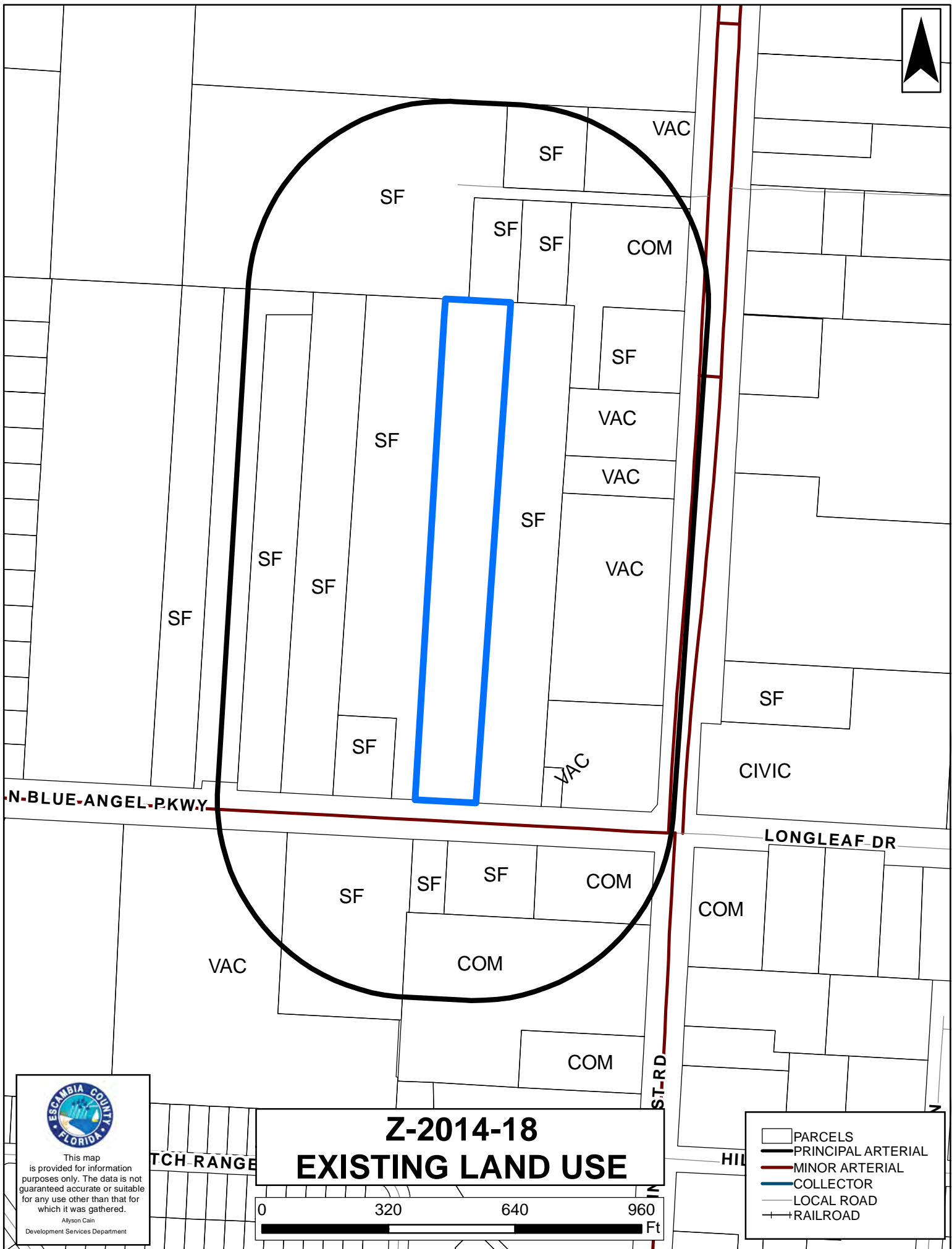


- ▭ PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD

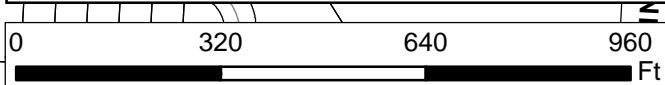
**ESCAMBIA COUNTY
FLORIDA**

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Allyson Cain
Development Services Department



Z-2014-18 EXISTING LAND USE



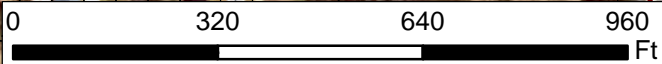

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD


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 Allyson Cain
 Development Services Department



Z-2014-18 AERIAL

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

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Allyson Cain
Development Services Department



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2014-18
CURRENT ZONING: RR PROPOSED ZONING: C-1

PLANNING BOARD

DATE: 09/02/14 TIME: 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 10/09/14 TIME: 5:45 p.m.

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
291 PALATKA PLACE
5ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 25-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Public notice sign



Subject property



Looking at rear of subject property



Parcel to the east of subject property



Looking east at intersection of Blue Angel and Pine Forest Rd



Looking across from subject property



Another parcel across Blue Angel Pkwy



Looking west along Blue Angel Pkwy

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES LLC
5337 Hamilton Lane • Pace, Florida 32571

July 1, 2014
VIA HAND DELIVERY

Mr Horace Jones Act Dir
Escambia Development Services
3363 West Park Place
Pensacola, Florida 32505

C-1
RE. Zoning Change Request from RR to C2-NA
7170 Blue Angel Parkway
Pensacola, Escambia County Florida 32533
Parcel No. 25-1S-31-2102-001-002-- 4.83 acres

Dear Mr Jones

C-1
Please find our attached application package requesting consideration for changing the zoning on the referenced parcel from RR to C2-NA. The property has frontage on Blue Angel Parkway and is located near the northwest corner at Pine Forest Road. The property is classified as Mixed Use-Urban and property adjoining on the east side is classified and Commercial with the same for property across and on the south side of Blue Angel Parkway. The property is currently zoned Rural Residential R-R with Commercial C-1 zoned property adjacent and east of the property and southwest of the site as well.

The request is consistent with the stated intent of CPP FLU 1 3 1 allowing intense mixtures or residential and nonresidential uses,

The request is consistent with the Land Development Code in the uses allowing for a mixture of residential and non-residential activities,

The request is compatible with surrounding uses given the mixture of commercially zoned property,

The request is not likely to impact any portions of the natural environment. The site is generally high and dry,

The request will be consistent with the area development pattern, especially given the proximity to the Pine Forest intersection to the east and the new Wal Mart development to the south. Moreover, the County plan to connect Longleaf more directly to Hwy 29 will increase traffic through the Pine Forest/Blue Angel Parkway intersection.

Thank you for your assistance in this matter and contact us if you have any questions or require anything further.

Sincerely yours,

Wiley C. Page
Wiley C "Buddy" Page

ZONING • LAND USE • LITIGATION SUPPORT



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type

Administrative Appeal

Development Order Extension

Conditional Use Request for _____

Variance Request for _____

Rezoning Request from R-R- to C-1

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

Owner(s) Name DORIS MINCHEW Phone 477-7472

Address 7170 BLUE ANGEL PKWY Email _____

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

Property Address: 7170 BLUE ANGEL PKWY

Property Reference Number(s)/Legal Description
251S.31.2101.001.002

By my signature, I hereby certify that

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

Bobby R Minchew
Signature of Owner/Agent

BOBBY R Minchew
Printed Name Owner/Agent

3-18-14
Date

Signature of Owner _____ Printed Name of Owner _____ Date _____

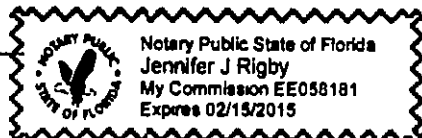
STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 18 day of March 20 14,
by Bobby R Minchew

Personally Known OR Produced Identification Type of Identification Produced FL M520-076-47-174-0

Jennifer J Rigby
Signature of Notary
(notary seal must be affixed)

Jennifer J. Rigby
Printed Name of Notary



FOR OFFICE USE ONLY

Meeting Date(s) PB - 9/2/14, BCC 10/2/14 Accepted/Verified by A Can Date 8/7/14

Fees Paid \$ _____ Receipt # _____ Permit # PRZ140800019



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s) 25-15-31-2101-001-002

Property Address 7170 BLUE ANGEL PKWY

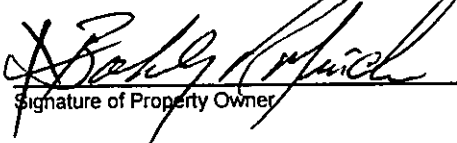
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed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

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

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

- a The necessary facilities or services are in place at the time a development permit is issued
- b A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy
- c For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued
- d For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit
- e The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163 3220, F S , or as amended, or an agreement or development order issued pursuant to Chapter 380, F S , or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5 13 00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy
- f For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18 DAY OF MARCH, YEAR OF 2014


Signature of Property Owner

BOBBY R MINCHEW
Printed Name of Property Owner

5-18-14
Date

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7170 BLUE ANGEL PKWY
Florida, property reference number(s) 25-15-31-2101-001-002
I hereby designate WILEY C. "BUDDY" PAGE for the sole purpose
of completing this application and making a presentation to the

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

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

This Limited Power of Attorney is granted on this 18 day of MAR the year of,
2014 and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development
Services Bureau

Agent Name WILEY C. "BUDDY" PAGE budpage1@att.net
Address 5337 HAMILTON LN FACE Phone 850 232 9853

[Signature]
Signature of Property Owner

Bobby R Minchew
Printed Name of Property Owner

3-18-14
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Escambia

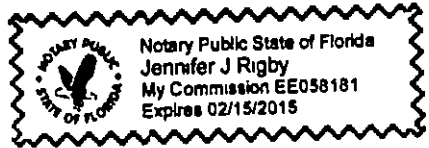
The foregoing instrument was acknowledged before me this 18 day of MARCH 2014
by Bobby R Minchew

Personally Known OR Produced Identification Type of Identification Produced FL MS20-076-47-174-0

[Signature]
Signature of Notary

Jennifer J Rigby
Printed Name of Notary

(Notary Seal)



ESCAMBIA COUNTY TAX COLLECTOR

Tax Record



Last Update 7/1/2014 9 09 59 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied upon.

- Print View
- Legal Desc
- Appraiser Data →
- Payment History
- Payment History
- Print Tax Bill **NEW!**

- Account Number
- Parcel Number
- Owner Name
- Property Address
- Mailing Address

- Functions
- Welcome
- Property Taxes
- Local Business Tax
- Feedback
- County Login
- Home

| Account Number | Tax Type |
|----------------|-------------|
| 09-1402-000 | REAL ESTATE |

| | |
|---|--|
| Mailing Address MINCHEW DORIS 7170 N BLUE ANGEL PKWY PENSACOLA FL 32526 | Property Address 7170 N BLUE ANGEL GEO Number 251S31-2101-001-0 |
|---|--|

| Exempt Amount | Taxable Value |
|---------------|---------------|
| See Below | See Below |

| Exemption Detail | Millage Code |
|------------------|--------------|
| HX 25000 | 06 |
| SX 25703 | |
| W1 500 | |
| HB 25000 | |

Legal Description (click for full description)
251S31-2101-001-002 7170 N BLUE ANGEL PKWY W1/2 OF L7
PLAT DB 140 P 74 LESS CASE 91-1363 ST RD R/W

Ad Valorem Taxes

| Taxing Authority | Rate | Assessed Value | Exemption Amount |
|------------------|--------|----------------|------------------|
| COUNTY | 6 6165 | 76,203 | 76,203 |
| PUBLIC SCHOOLS | | | |
| By Local Board | 2 2480 | 76,203 | 30,500 |
| By State Law | 5 3090 | 76,203 | 30,500 |
| SHERIFF | 0 6850 | 76,203 | 76,203 |
| M S T U LIBRARY | 0 3590 | 76,203 | 76,203 |
| WATER MANAGEMENT | 0 0400 | 76,203 | 55,500 |

Total Millage 15 2575 **Total Taxes**

Non-Ad Valorem Assessments

| Code | Levying Authority |
|------|-------------------|
| NFP | FIRE - 595-4960 |

Total Assessments



Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

← Navigate Mode Account Reference

[Printer Friendly Version](#)

| General Information | |
|--|---|
| Reference | 251S312101001002 |
| Account | 091402000 |
| Owners | MINCHEW DORIS |
| Mail | C/O TORINIA BANYKO-PAK 323 E ROMANA ST PENSACOLA, FL 32502 |
| Situs | 7170 N BLUE ANGEL PKWY 32526 |
| Use Code | SINGLE FAMILY RESID |
| Taxing Authority | COUNTY MSTU |
| Tax Inquiry | Open Tax Inquiry Window |
| Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector | |

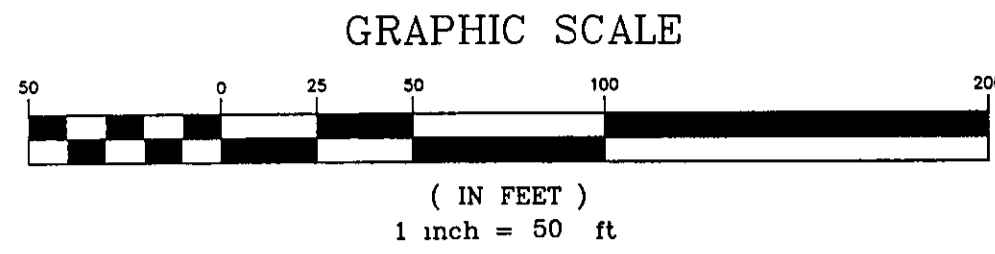
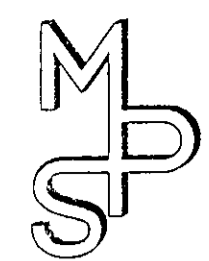
| 2013 Certified Roll Assessment | |
|--|----------|
| Improvements | \$51,071 |
| Land | \$45,790 |
| Total | |
| | \$96,861 |
| <i>Save Our Homes.</i> | \$76,203 |
| Disclaimer | |
| Amendment 1/Portability Calculations | |

| Sales Data | |
|---|--------------------------------------|
| | MLS Listing #436521 |
| Sale Date Book Page Value Type | Official Records (New Window) |
| None | |
| Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller | |

| 2013 Certified Roll Exemptions |
|--|
| HOMESTEAD EXEMPTION, SENIOR EXEMPTION, VETERANS, WIDOW |
| Legal Description |
| W1/2 OF LT 2 DB 514 P 94/95 PLAT DB 140 P 74 LESS CASE 91-1363 ST RD R/W |
| Extra Features |
| BLOCK/BRICK GARAGE CARPORT |

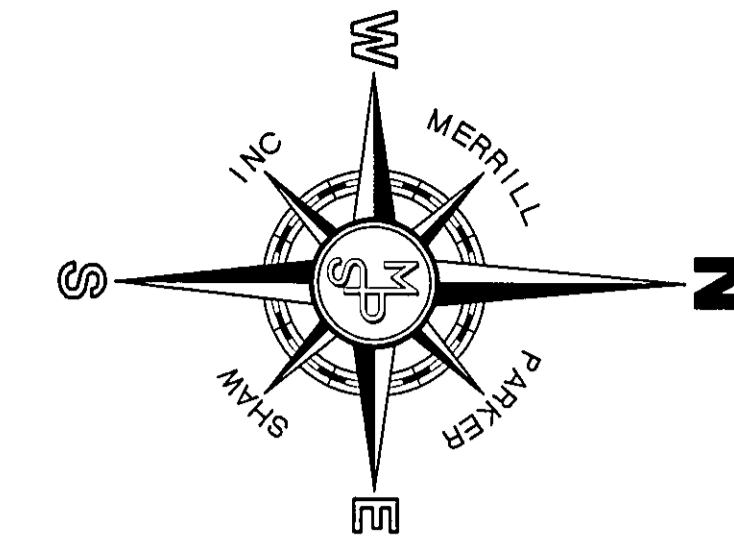
Parcel Information [Launch Interactive Map](#)

| | |
|---|-----------------------------|
| Section Map Id | 25-15-31 |
| Approx Acreage | 4.6700 |
| Zoned | R-R |
| Evacuation & Flood Information | Open Report |



BOUNDARY SURVEY WITH IMPROVEMENTS:

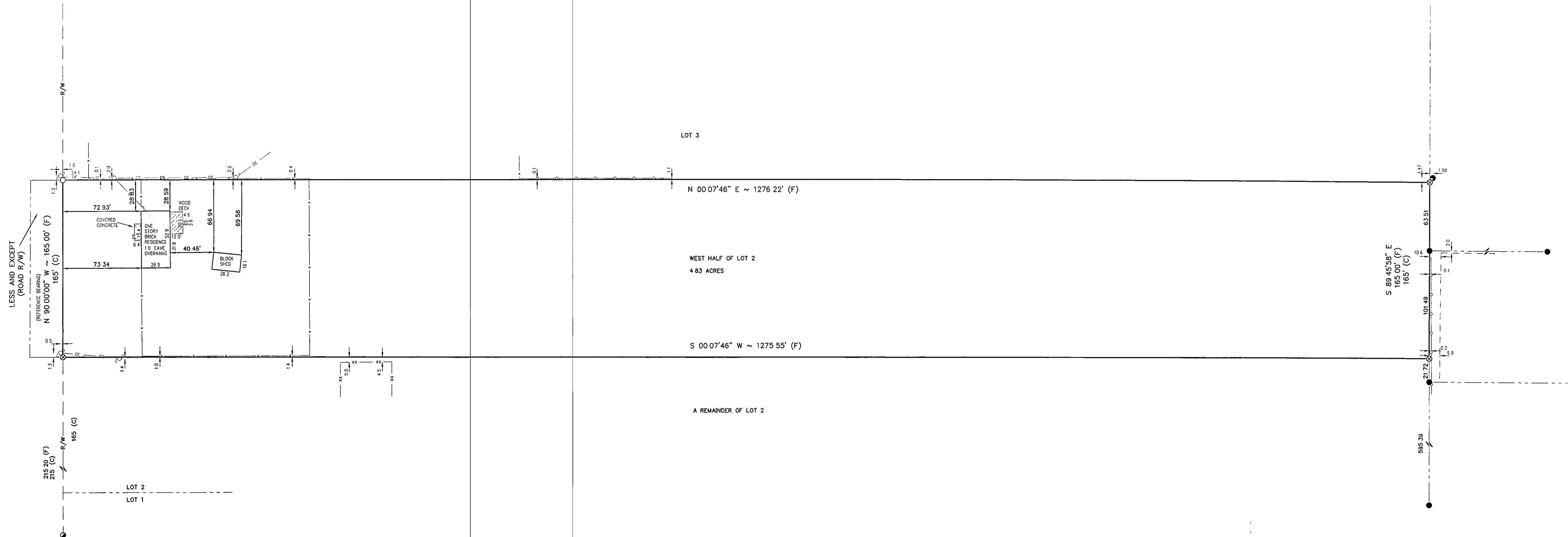
A PORTION OF SECTION 25,
TOWNSHIP-1-SOUTH, RANGE-31-WEST,
SANTA ROSA COUNTY, FLORIDA.
ADDRESS 7170 BLUE ANGEL PARKWAY



DESCRIPTION DEED BOOK 514, PAGE 94

W 1/2 OF LOT 2, IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, IN ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF A PORTION OF SAID SECTION MADE BY P.D. NAUGLA, ENGINEER, DATED JUNE 23, 1923, A COPY OF WHICH IS RECORDED IN DEED BOOK 140 AT PAGE 74 OF THE PUBLIC RECORDS OF SAID COUNTY

BLUE ANGEL PARKWAY (105' R/W)



SURVEYOR'S NOTES

- 1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF BLUE ANGEL PARKWAY (105' R/W)
- 2) SOURCE OF INFORMATION: THE PLAT RECORDED IN DEED BOOK 140, AT PAGE 74, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THE DESCRIPTION AS RECORDED IN DEED BOOK 514, AT PAGE 94, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND EXISTING FIELD MONUMENTATION
- 3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY
- 4) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED
- 5) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE FOUNDATIONS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS
- 6) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP
- 7) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS
- 8) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST

LEGEND

- ~ 1" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ⊙ ~ 1/2" CAPPED IRON ROD NUMBER 4882 (FOUND)
- ⊙ ~ 1/2" CAPPED IRON ROD NUMBER 7092 (FOUND)
- R/W ~ RIGHT OF WAY
- (P) ~ PLATTED INFORMATION
- (F) ~ FIELD MEASUREMENT/INFORMATION
- (D) ~ DESCRIPTION INFORMATION
- (C) ~ CALCULATED
- — — — — 4' HIGH CHAIN LINK FENCE
- — — — — INDICATES NOT TO SCALE
- — — — — OVERHEAD UTILITY LINES
- — — — — 6' HIGH CHAIN LINK FENCE
- — — — — 4' HIGH WIRE FENCE
- — — — — 5' HIGH CHAIN LINK FENCE
- ⊙ ~ UTILITY POLE

CERTIFIED TO

BOBBY MINCHEW
THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.050, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503

E. Wayne Parker 4/22/14
E WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2014 BY MERRILL PARKER SHAW, INC.

| NO | DATE | APPR | REVISIONS |
|----|------|------|-----------|
| | | | |

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY
PENSACOLA, FL 32503
PH: (850) 478-4823
FAX: (850) 478-4824
FLORIDA CORPORATION NUMBER 7174

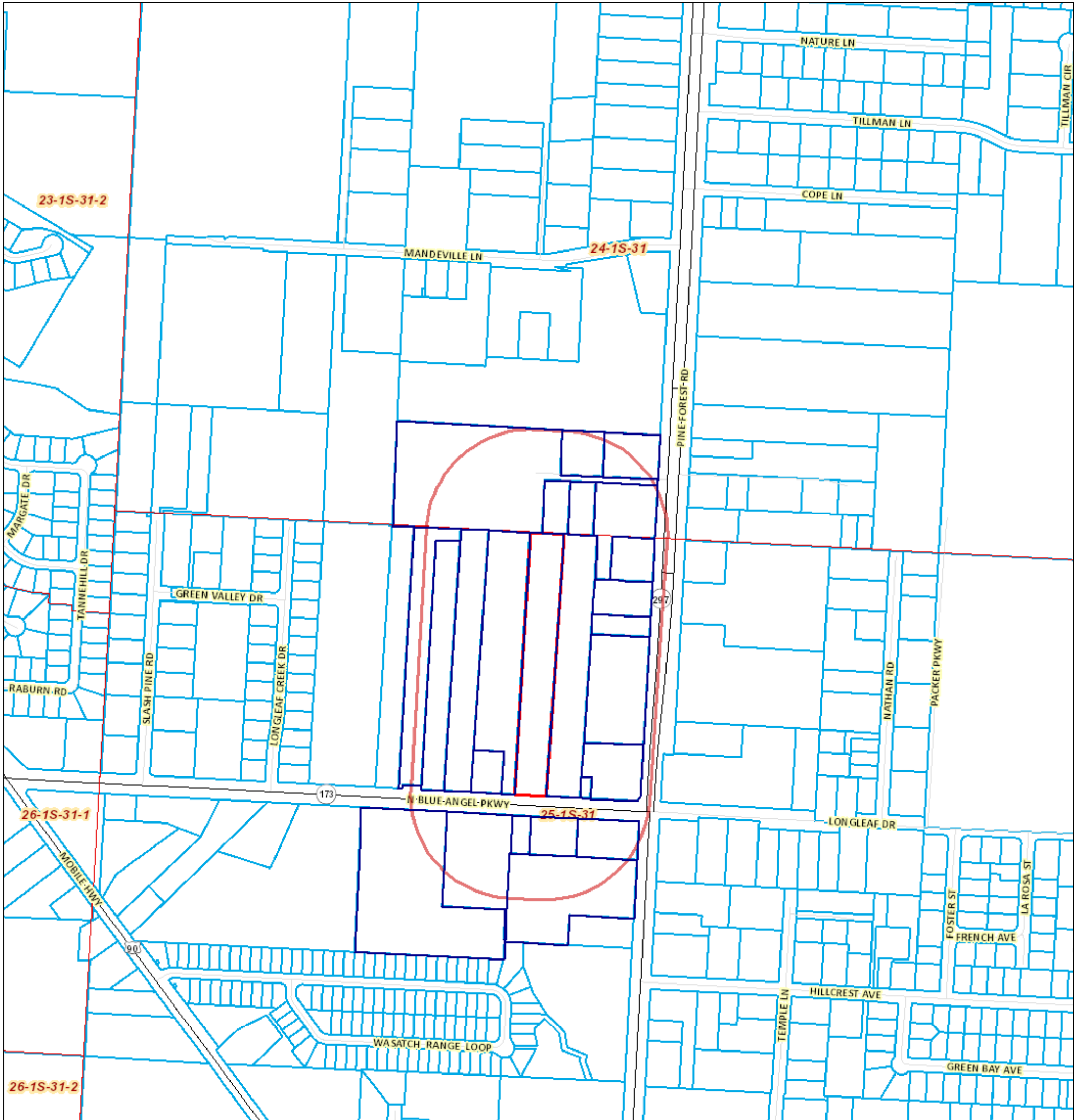
SCALE 1" = 50'
DRAWN WPJ
CHECKED EWP
DATE 4/22/14
FIELD BOOK 266, PAGE 41

BOUNDARY SURVEY WITH IMPROVEMENTS
A PORTION OF SECTION 25,
TOWNSHIP-1-SOUTH, RANGE-31-WEST,
ESCAMBIA COUNTY, FLORIDA

PREPARED FOR ERIC GLEATON REALTY
REQUESTED BY MARIE GIBBS

| | |
|--------|--------|
| JOB NO | SHEET |
| 14- | 1 OF 1 |
| 6452 | 1 |

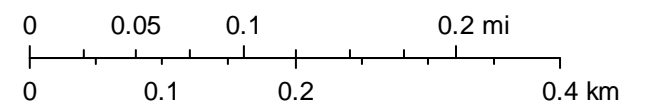
Chris Jones Escambia County Property Appraiser



August 7, 2014

1:5,694

- ⋮⋮⋮ Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- ⋮⋮⋮ Property Line



MINCHEW DORIS
C/O JOHN A PANYKO PA+323 E
ROMANA ST
PENSACOLA, FL 32502

MALONEY JOHN M &
7019 PINE FOREST RD
PENSACOLA, FL 32526

COPPS RICHARD D &
7017 PINE FOREST RD
PENSACOLA, FL 32526

COLE JOHN JR &
7015 PINE FOREST RD
PENSACOLA, FL 32526

HATCHER CYNTHIA D
150 E 57TH ST APT 5B
NEW YORK, NY 10022

BRYARS LINDA S &
C/O LINDA S BRYARS+2655 W
MICHIGAN AVE
PENSACOLA, FL 32526

SCHOFIELD CHRISTOPHER C &
7160 N BLUE ANGEL PKWY
PENSACOLA, FL 32526

TUPLING ELIZABETH DACIA &
7180 N BLUE ANGEL PKWY
PENSACOLA, FL 32526

KADER INC
1756 CEDRUS LN
PENSACOLA, FL 32514

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

ARNOLD GRACE ELIZABETH
7130 N BLUE ANGEL PKY
PENSACOLA, FL 32526

COPPS R D & JOANN
7017 PINE FOREST RD
PENSACOLA, FL 32526

HAM PEST CONTROL INC
PO BOX 37294
PENSACOLA, FL 32526

OMNI 40% INT &
713 PANFERIO DR
PENSACOLA BEACH, FL 32561

MILLER INVESTMENT GROUP LLC
PO BOX 957
BREWTON, AL 36427

HASTY SIMON G & ADA ELTA
7150 N BLUE ANGEL PKY
PENSACOLA, FL 325268020

FLORIDA STATE OF DEPARTMENT OF
TRANSPORTATION
PO BOX 607
CHIPLEY, FL 32428

EDGAR HENRY T & MARIAN F
7165 N BLUE ANGEL PKY
PENSACOLA, FL 32526

GRUND BRYAN T
7175 BLUE ANGEL PKWY
PENSACOLA, FL 32526

FAMILY DOLLAR STORES OF FLORIDA
INC
PO BOX 1017
CHARLOTTE, NC 28201

HORNE HERSCHEL H &
7155 N BLUE ANGEL PKWY
PENSACOLA, FL 32526

KINGS WAY CHURCH &
7895 PENSACOLA BLVD
PENSACOLA, FL 32534

HAM PEST CONTROL INC
6259 SONDU AVE
PENSACOLA, FL 32526

SOUTHERN BELL TELEPHONE &
TELEGRAPH CO
PO BOX 7207
BEDMINSTER, NJ 07921



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **614657**

Date Issued. : 08/07/2014

Cashier ID : KLHARPER

Application No. : PRZ140800019

Project Name : Z-2014-18

PAYMENT INFO

| Method of Payment | Reference Document | Amount Paid | Comment |
|-------------------|--------------------|-------------------|-----------------------|
| Check | 1007 | \$1,270.50 | App ID : PRZ140800019 |
| | | \$1,270.50 | Total Check |

Received From : BOBBY R MINCHEW

Total Receipt Amount : **\$1,270.50**

Change Due : \$0.00

APPLICATION INFO

| Application # | Invoice # | Invoice Amt | Balance | Job Address |
|---------------|-----------|-------------|---------|--|
| PRZ140800019 | 705988 | 1,270.50 | \$0.00 | 7170 N BLUE ANGEL PKWY, PENSACOLA, FL, 32526 |

| | | | |
|-----------------------|-----------------|---------------|--|
| Total Amount : | 1,270.50 | \$0.00 | Balance Due on this/these Application(s) as of 8/20/2014 |
|-----------------------|-----------------|---------------|--|



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9-2-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: 18

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

In Favor Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton *City, State, Zip: Pace

Email Address: budpage1@aol.com Phone: 232-9853

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6892

Growth Management Report 10. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 10/09/2014

Issue: 5:45 p.m.- Amendment to the Official Zoning Map

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on September 2, 2014 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2014-13, Z-2014-14, and Z-2014-18 were heard by the Planning Board on September 2, 2014. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Ordinance - Draft

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.: Z-2014-13
Address: 1170 Blue Oval Lane
Property Reference No.: 29-1N-31-3301-000-000
Property Size: 3.54 (+/-) acres
From: V-1, Villages Single-Family Residential District (one du/acre)
To: VR-2, Villages Rural Residential District (one du/.75 acre)
FLU Category: MU-S, Mixed-Use Suburban

Case No.: Z-2014-14
Address: 8400 Blk Cedar Springs Road
Property Reference No.: 25-3N-32-1400-000-000
Property Size: 25.34 (+/-) acres
From: VAG-1, Villages Agriculture District (five du/100 acres on one acre parcels)
To: VAG-2, Villages Agriculture District (one du/ five acres)
FLU Category: AG, Agriculture

Case No.: Z-2014-18
Address: 7170 Blue Angel Parkway
Property Reference No.: 25-1S-31-2101-001-002
Property Size: 4.66 (+/-) acres
From: R-R, Rural Residential District (cumulative)
(two du/acre)
To: C-1, Retail Commercial District (cumulative)
(25 du/acre)
FLU Category: MU-U, Mixed-Use Urban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2014.

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

Lumon J. May, Chairman

**ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6913

Growth Management Report 10.3.

BCC Regular Meeting

Public Hearing

Meeting Date: 10/09/2014

Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6 and 7, Recycling Facilities

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6, and 7

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Articles 3, 6 and 7 addressing definitions, permitted and conditional land uses and performance standards related to recycling facilities and operations.

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 September 2, 2014, Planning Board Meeting, the Board recommended approval.

BACKGROUND:

In May of 2013, the Board of County Commissioners directed staff to undertake a comprehensive review of the land use regulations and to formulate performance standards for the siting and operation of all recycling facilities and related operations.

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 E. 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 Solid Waste Department, Development Services Department, the County Attorney’s Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Ordinance - Draft

Ordinance - Clean

ORDINANCE NO. 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, SECTION 3.02.00, TO DEFINE CERTAIN TYPES OF RECYCLING AND WASTE DIVERSION FACILITIES AND OPERATIONS; AMENDING ARTICLE 6, SECTION 6.05.00, BY AUTHORIZING CERTAIN TYPES OF RECYCLING AND WASTE DIVERSION FACILITIES AND OPERATIONS AS CONDITIONAL USES IN THE C-2, ID-CP, AND ID-1 ZONING DISTRICTS AND AS PERMITTED USES IN THE ID-2 AND P ZONING DISTRICTS; CREATING ARTICLE 7, SECTION 7.22.00, TO ESTABLISH PERFORMANCE STANDARDS RELATED TO THE CONTROL, COLLECTION, AND TREATMENT OF LEACHATE BY CERTAIN TYPES OF RECYCLING AND WASTE DIVERSION FACILITIES AND OPERATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 25, 2013, the Escambia County Board of County Commissioners adopted a temporary moratorium on the issuance of permits or development orders for certain recycling and waste diversion facilities; and

WHEREAS, in adopting the temporary moratorium, the Board sought to provide its staff with the opportunity to study the issue of regulating these facilities and to propose standards relating to the location and performance of these facilities; and

WHEREAS, Escambia County staff has accordingly developed definitions, locational criteria, and performance standards to protect the public health, safety, and welfare and to promote the efficient and safe operation of these facilities.

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

SECTION 1. DEFINITIONS.

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:

Processing. Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amenable to recovery, storage, or recycling; safe for disposal; or reduced in volume or concentration.

1
2 Recovered materials. Metal, paper, glass, plastic, textile, or rubber materials that
3 have known recycling potential, can be feasibly recycled, and have been diverted and
4 source separated or have been removed from the solid waste stream for sale, use, or
5 reuse as raw materials, whether or not the materials require subsequent processing or
6 separation from each other, but the term does not include materials destined for any
7 use that constitutes disposal. Recovered materials as described in this subsection are
8 not solid waste.

9
10 Recovered materials processing facility (RMPF). A facility engaged solely in the
11 storage, processing, resale, or reuse of recovered materials.

12
13 Recycling. Any process by which solid waste, or materials that would otherwise
14 become solid waste, are collected, separated, or processed and reused or returned to
15 use in the form of raw materials or products.

16
17 Resource recovery. The process of recovering materials or energy from solid
18 waste, excluding those materials or solid waste under the control of the Nuclear
19 Regulatory Commission.

20
21 Volume reduction plant. Incinerators, pulverizers, compactors, shredding and
22 baling plants, composting plants, and other plants that accept and process solid waste
23 for recycling or disposal.

24
25 **SECTION 2. ZONING AND USES.**

26
27 Part III of the Escambia County Code of Ordinances, the Land Development
28 Code of Escambia County, Article 6, Zoning Districts, Section 6.05.00, District
29 Regulations, is hereby amended as follows:

30
31 6.05.16. *C-2 General commercial and light manufacturing district (cumulative).*

32
33 C. *Conditional uses.*

34
35 ~~6. 7.~~ Recovered materials processing facilities, recycling facilities and
36 operations, resource recovery facilities and operations, and volume reduction plants.

37
38 6.05.17. *ID-CP commerce park, district (cumulative).*

39
40 C. *Conditional uses.*

41
42 3. Recovered materials processing facilities, recycling facilities and
43 operations, resource recovery facilities and operations, and volume reduction plants.

1 6.05.18. ID-1 light industrial district (cumulative) (no residential uses allowed).

2
3 C. Conditional uses.

4
5 4. Recovered materials processing facilities, recycling facilities and
6 operations, resource recovery facilities and operations, and volume reduction plants.

7
8
9 6.05.19. ID-2 general industrial district (noncumulative).

10
11 B. Permitted uses.

12
13 14. Recovered materials processing facilities, recycling facilities and operations,
14 resource recovery facilities and operations, and volume reduction plants.

15
16 44. 15. Other uses similar to those listed herein. Recommendations on other
17 permitted uses shall be made by the planning board (LPA) and based on an application
18 for such other use. Final determination shall be made by the BCC upon receipt of the
19 planning board's (LPA's) recommendation.

20 ~~45.~~ 16. Cemeteries.

21 ~~46.~~ 17. Family cemeteries.

22 ~~47.~~ 18. Funeral establishments.

23 ~~48.~~ 19. Cinerators, cremation services, direct disposal establishments.

24
25 6.05.32. P—Public district.

26
27 A. Intent and purpose of district. Publicly owned parcels for educational and
28 correctional facilities and purposes, other public institutional uses, borrow pits and
29 associated reclamation activities, materials recovery facilities, collection and/or
30 processing of solid waste, and sanitary landfills, recovered materials processing
31 facilities, recycling facilities and operations, resource recovery facilities and operations,
32 and volume reduction plants. Conversion of suitable public lands for business or
33 industrial park development is allowed. Refer to article 11 for uses, heights and
34 densities allowed in P, public districts located in the Airport/Airfield Environs.

35
36 **SECTION 3. PERFORMANCE STANDARDS.**

37
38 Part III of the Escambia County Code of Ordinances, the Land Development
39 Code of Escambia County, Article 7, Performance Standards, Section 7.22.00, is
40 hereby established as follows:

41
42 **7.223.00. – Recycling and waste diversion facilities.**

43
44 Recovered materials processing facilities, recycling facilities and operations,
45 resource recovery facilities and operations, and volume reduction plants shall conform
46 to all performance standards governing the containment, collection, and treatment of

1 leachate pursuant to Chapter 403, Florida Statutes, and any other applicable
2 regulations promulgated by the Florida Department of Environmental Protection. The
3 violation of any such statute or rule governing leachate under Chapter 403, Florida
4 Statutes, shall also constitute a violation of this land development code enforceable by
5 the Escambia County Office of Environmental Code Enforcement.

6
7 **SECTION 4. SEVERABILITY.**

8
9 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
10 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
11 affect the validity of the remaining portions of this Ordinance.

12
13 **SECTION 5. INCLUSION IN CODE.**

14
15 It is the intention of the Board of County Commissioners that the provisions of
16 this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the
17 sections, subsections and other provisions of this Ordinance may be renumbered or re-
18 lettered and the word "ordinance" may be changed to "section," "article," or such other
19 appropriate word or phrase in order to accomplish such intentions.

20
21 **SECTION 6. EFFECTIVE DATE.**

22
23 This Ordinance shall become effective upon filing with the Department of State.

24
25 **DONE AND ENACTED** this _____ day of _____, 2014.

26
27 **BOARD OF COUNTY COMMISSIONERS**
28 **OF ESCAMBIA COUNTY, FLORIDA**

29
30 **By:** _____

31 **Lumon J. May, Chairman**

32
33 **ATTEST: PAM CHILDERS**
34 **Clerk of the Circuit Court**

35
36 **By:** _____

37 **Deputy Clerk**

38 **(SEAL)**

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ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NO. 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, SECTION 3.02.00, TO DEFINE CERTAIN TYPES OF RECYCLING AND WASTE DIVERSION FACILITIES AND OPERATIONS; AMENDING ARTICLE 6, SECTION 6.05.00, BY AUTHORIZING CERTAIN TYPES OF RECYCLING AND WASTE DIVERSION FACILITIES AND OPERATIONS AS CONDITIONAL USES IN THE C-2, ID-CP, AND ID-1 ZONING DISTRICTS AND AS PERMITTED USES IN THE ID-2 AND P ZONING DISTRICTS; CREATING ARTICLE 7, SECTION 7.22.00, TO ESTABLISH PERFORMANCE STANDARDS RELATED TO THE CONTROL, COLLECTION, AND TREATMENT OF LEACHATE BY CERTAIN TYPES OF RECYCLING AND WASTE DIVERSION FACILITIES AND OPERATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 25, 2013, the Escambia County Board of County Commissioners adopted a temporary moratorium on the issuance of permits or development orders for certain recycling and waste diversion facilities; and

WHEREAS, in adopting the temporary moratorium, the Board sought to provide its staff with the opportunity to study the issue of regulating these facilities and to propose standards relating to the location and performance of these facilities; and

WHEREAS, Escambia County staff has accordingly developed definitions, locational criteria, and performance standards to protect the public health, safety, and welfare and to promote the efficient and safe operation of these facilities.

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

SECTION 1. DEFINITIONS.

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:

Processing. Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amenable to recovery, storage, or recycling; safe for disposal; or reduced in volume or concentration.

Recovered materials. Metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

Recovered materials processing facility (RMPF). A facility engaged solely in the storage, processing, resale, or reuse of recovered materials.

Recycling. Any process by which solid waste, or materials that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Resource recovery. The process of recovering materials or energy from solid waste, excluding those materials or solid waste under the control of the Nuclear Regulatory Commission.

Volume reduction plant. Incinerators, pulverizers, compactors, shredding and baling plants, composting plants, and other plants that accept and process solid waste for recycling or disposal.

SECTION 2. ZONING AND USES.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.00, District Regulations, is hereby amended as follows:

6.05.16. C-2 General commercial and light manufacturing district (cumulative).

C. Conditional uses.

6. 7. Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

6.05.17. ID-CP commerce park, district (cumulative).

C. Conditional uses.

3. Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

6.05.18. ID-1 light industrial district (cumulative) (no residential uses allowed).

C. *Conditional uses.*

4. Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

6.05.19. *ID-2 general industrial district (noncumulative).*

B. *Permitted uses.*

14. Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

14. 15. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

~~15.~~ 16. Cemeteries.

~~16.~~ 17. Family cemeteries.

~~17.~~ 18. Funeral establishments.

~~18.~~ 19. Cinerators, cremation services, direct disposal establishments.

6.05.32. *P—Public district.*

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, materials recovery facilities, collection and/or processing of solid waste, ~~and sanitary landfills,~~ recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants. 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.

SECTION 3. PERFORMANCE STANDARDS.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, Performance Standards, Section 7.22.00, is hereby established as follows:

7.223.00. – Recycling and waste diversion facilities.

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants shall conform to all performance standards governing the containment, collection, and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection. The

violation of any such statute or rule governing leachate under Chapter 403, Florida Statutes, shall also constitute a violation of this land development code enforceable by the Escambia County Office of Environmental Code Enforcement.

SECTION 4. 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 5. 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 6. 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-6928 **Growth Management Report** **10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 10/09/2014
Issue: Avigation Easement - Wal-Mart 2947 South Blue Angel Parkway
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Avigation Easement Approval for Wal-Mart at 2947 South Blue Angel Parkway - Horace Jones, Development Services Interim Director

That the Board approve the Avigation Easement in and over the Wal-Mart property situated at the intersection of South Blue Angel Parkway and Sorrento Road in the Pleasant Grove Community and lying in Commission District 2.

A. Accept the Dedication by Wal-Mart Stores East, LP, of an Avigation Easement in and over the Wal-Mart Property situated at the intersection of South Blue Angel Parkway and Sorrento Road; and

B. Authorize the Chairman or Vice-Chairman to execute an Avigation Easement.

BACKGROUND:

The Wal-Mart Liquor Box, site plan at 2947 South Blue Angel Parkway was reviewed and approved by the Development Review Committee on September 3, 2014. Wal-Mart proposes to construct a Liquor Store addition to the existing Wal-Mart Store #3484. The current site is zoned C-1, Commercial with a portion of the subject property lying within the AIPD-2 Airfield Planning District. Future Land Use of the property is Commercial. The addition will utilize existing stormwater management on-site. No impacts to wetlands are proposed.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. An Avigation Easement was reviewed and approved, as to form and legal sufficiency, by Steve West on September 22, 2014.

PERSONNEL:

All work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

LDC section 11.02.01.B.1 requires the dedication of an avigation easement as a condition of development within an Airfield Influence Planning District (AIPD).

IMPLEMENTATION REQUIREMENTS:

Once the Avigation Easement has been signed by the Chairman or Vice Chairman, it will be transmitted to the Clerk of the Courts Office for recording in the Public Records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the County Attorneys office.

Attachments

Avigation Easement

Location/Vicinity Map

Prepared by:
Eneida Boniche Silcott, Associate General Counsel
Real Estate Construction & Operations
Walmart Stores, Inc.
2001 SE 10th Street
Bentonville, AR 72716

AVIGATION EASEMENT

THIS GRANT OF AN AVIGATION EASEMENT made this 26th day of August, 2014, by and between WAL-MART STORES EAST. LP, a corporation organized under the laws of the State of Delaware, whose mailing address is Realty Management Department, 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550 ("Grantor," which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 223 Palafox Place, Pensacola, Florida 32502 ("Grantee").

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from Grantor of an Avigation Easement; and

WHEREAS Grantor has agreed to grant an Avigation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this instrument;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is acknowledged, does grant to Grantee and Grantee's heirs, assigns, successors, and legal representatives, a perpetual Avigation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This Avigation Easement is granted with the following express terms and conditions:

1. Grantor grants, bargains, sells, and conveys to Grantee, its successors and assigns, for the use and benefit of Grantee and any civilian or military airfields that may be located in Escambia County and any operators, owners, or users of civilian or military Aircraft that may operate in the airspace in and above Escambia County, a perpetual Avigation Easement for the free and unobstructed flight of Aircraft ("Aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used, or designed for flight in and through the air) in and through the airspace above, over, and across the surface of the Property, together with the right to create or cause in the airspace such noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, and for the use of the airspace by Aircraft for launching from, maneuvering about, and landing at local civilian or military airfields.

2. Nothing in this instrument shall operate to preclude claims by Grantor, his heirs, assigns, successors, and legal representatives, for any physical injuries or damages caused by Aircraft crashing into or otherwise coming into direct physical contact with the Property or persons located thereon.

3. Grantor, for himself, his heirs, assigns, successors, and legal representatives, expressly releases and forever discharges Grantee, its elected or appointed officials, representatives, agents, employees, and any operators, owners, or users of civilian or military Aircraft or airfields, from any and all liability whatsoever, including any and all suits, claims, debts, obligations, costs, expenses, actions, or demands, vested or contingent, known or unknown, whether for injuries to persons or damages to property, which Grantor may own, hold, or assert by reason of noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Additionally, Grantor, for himself, his heirs, assigns, successors, and legal representatives, waives any and all right to sue Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, and agrees to dismiss any and all such suits that may be now or subsequently asserted against Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, for injuries to persons or damage to property arising from noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Grantor acknowledges that the above-stated consideration is all that Grantor will receive for this easement and no promise for any other or further consideration has been made by anyone. Grantor further acknowledges that Grantor is executing this instrument solely in reliance upon his own knowledge, belief, and judgment and not upon any representations made by any party released or others in their behalf.

4. Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any local, state, or federal law or regulation regarding the operation of Aircraft or airfields. Grantee acknowledges that the existing structures on Grantor's Property do not exceed the 120foot height restriction for the C-1 retail commercial zoning district.

5. Grantor shall not use or permit the use of the Property in such a manner as to create electrical, electronic, or other interference with radio, radar, microwave, or other similar means of Aircraft communications, or to make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other condition that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

6. In the event of any violation of the rights and restrictions contained in this instrument, Grantee shall have the right, at its sole option after giving five (5) days prior notice to Grantor, to use any and all means to remedy the violation. Additionally, Grantee shall have a perpetual easement for ingress to and egress from the Property for the purpose of inspecting or removing any instrumentality that may be causing or contributing to a violation of the rights and restrictions conveyed by this instrument.

7. Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment

of the Property. Grantor further acknowledge that Aircraft noise may change over time by virtue of greater numbers of Aircraft, louder Aircraft, variations in airfield operations, and changes in airfield and air traffic control procedures.

8. This Avigation Easement and all of the terms and conditions described in this instrument shall run with the land in perpetuity and shall be binding upon Grantor and his heirs, assigns, successors and legal representatives.

9. In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

10. In the event that any civilian or military airfield adjacent to the Property ceases to operate, or if such other circumstances subsequently arise that would obviate the purpose underlying this instrument, then Grantor, his heirs, assigns, successors, and legal representatives, may petition the Board of County Commissioners of Escambia County to terminate this Avigation Easement. If the Board of County Commissioners approves the termination of this Avigation Easement, then it shall promptly execute and record in the public records an appropriate document reflecting the termination.

11. Grantor, for himself and his heirs, assigns, successors, and legal representatives, covenants with Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right and full power to grant, bargain, sell and convey this Avigation Easement over the Property.

IN WITNESS WHEREOF Grantor has executed this instrument on the date first above written.

THE REMAINDER OF THIS PAGE IS BLANK.

GRANTOR:
WAL-MART STORES EAST. LP

Witness [Signature]
Print Name Keri Sims

Witness [Signature]
Print Name Quiter Mack

By: [Signature]
(signature)
Romona West – Sr. Director

Arkansas
STATE OF ~~FLORIDA~~
COUNTY OF ~~ESCAMBIA~~ Benton

The foregoing instrument was acknowledged before me this 26th day of August,
2014, by Romona West as Senior Director (title) of
Walmart Stores Inc. (name of corporation). He/She () is personally
known to me, or () produced current _____ as identification.

Jeffrey R. Davis
Notary Public, Benton County, Arkansas
#12374265
Expires December 14, 2019

[Signature]
Signature of Notary Public
Jeffrey R. Davis
Printed Name of Notary Public

ACCEPTANCE

This Avigation Easement accepted by Escambia County, Florida on the _____ day of _____, 20__, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the ____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By *J. Schless*
Title *Asst. County Attorney*
Date *Sept. 22, 2014*

OR

This Avigation Easement utilizes the form provided by Escambia County in accordance with Section 3, Ordinance No. 2004-52. Therefore, acceptance is executed by the Director of the Development Services Department on behalf of the County, without further action required by the Board.

Accepted on behalf of Escambia County, Florida on the _____ day of _____, 20__, by

Development Services Department or Designee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____. He/She is personally known to me, produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

EXHIBIT A

Store#3484 Pensacola, FL
Property Address: 2951 South Blue Angel Parkway

PARCEL A: A PORTION OF REAL PROPERTY LYING AND BEING IN SECTIONS 5, 8 AND 13; TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, OF A TOTAL OF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; RUN SOUTH 87°01'14" EAST ALONG THE SOUTH LINE OF SAID SECTION FOR 1,597.03 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 47°48'43" EAST FOR 570.79 FEET; THENCE RUN NORTH 66°34'05" EAST FOR 971.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF BLUE ANGEL PARKWAY (STATE ROAD NO. 173, 200 FOOT RIGHT-OF-WAY), SAID POINT ALSO BEING A POINT ON A NON-TANGENT CIRCULAR CURVE (TANGENT BEARING-SOUTH 19°40'31" EAST) BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 2,964.79 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02°20'52" FOR AN ARC DISTANCE OF 121.48 FEET (CHORD BEARING = SOUTH 20°50'57" EAST, CHORD DISTANCE OF 121.47 FEET) TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 22°01'59" EAST FOR 674.55 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF SORRENTO ROAD (STATE ROAD NO. 292, 100 FOOT RIGHT-OF-WAY); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 66°33'21" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 1,317.57 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN NORTH 39°07'40" WEST FOR 636.17 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTIONS 5, 8 AND 13, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL B: A PORTION OF REAL PROPERTY ALL LYING AND BEING IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 31 WEST ESCAMBIA COUNTY, FLORIDA; RUN SOUTH 87°01' 14" EAST ALONG THE SOUTH LINE OF SAID SECTION FOR 1,339.67 FEET. FOR A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 02°57'08" EAST FOR 1,319.96 FEET; THENCE RUN SOUTH 87°01'03" EAST FOR 1,175.78 FEET TO A POINT ON THE WEST LINE OF THE FRANCISCO LOPES GRANT; THENCE RUN SOUTH 21° 01'47" EAST ALONG SAID WEST LINE FOR 590.87 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 66°34'05" WEST FOR 843.87 FEET; THENCE RUN SOUTH 47° 48'43" WEST FOR 570.79 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF SECTION 8; THENCE RUN NORTH 87°01'14" WEST ALONG SAID SOUTH LINE FOR 257.35 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 8, TOWNSHIP 3 SOUTH RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

BOTH PARCEL A AND PARCEL B DESCRIBED ABOVE CONSTITUTE AN AREA OF 54.31 ACRES IN TOTAL.

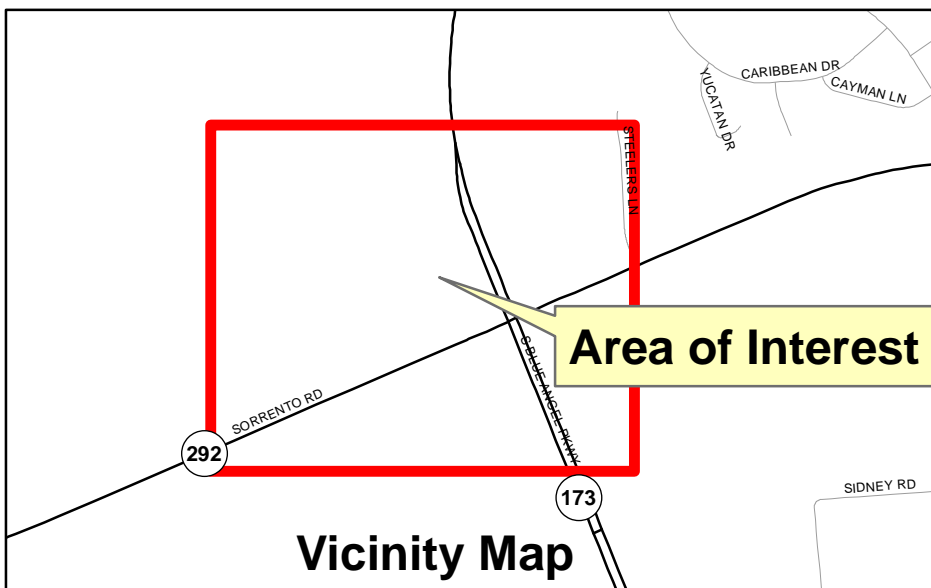
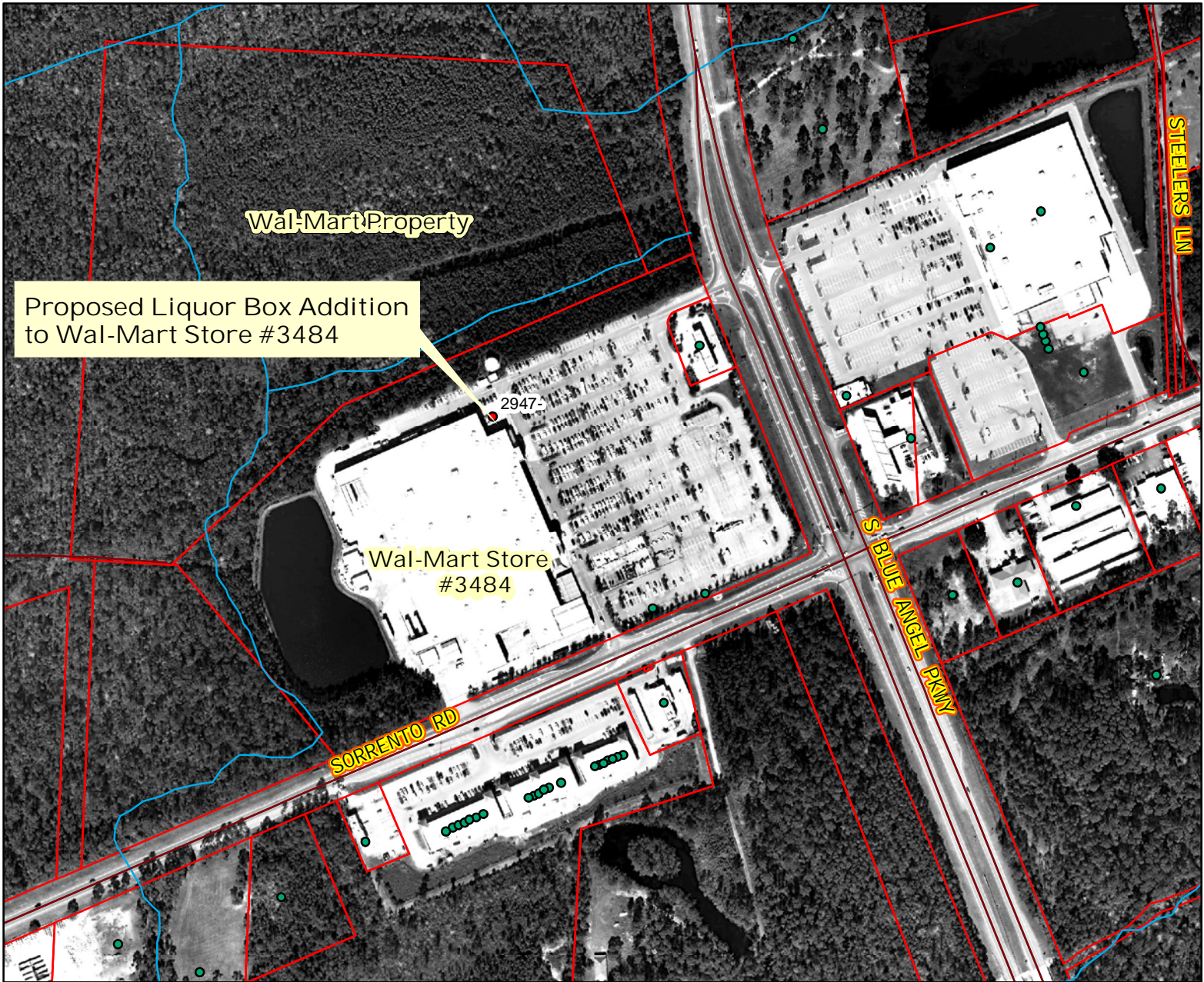
LESS AND EXCEPT: A PORTION OF REAL PROPERTY LYING AND BEING IN SECTIONS 5, 8 AND 13, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, RUN S 87°01'14" E ALONG THE SOUTH LINE OF SAID SECTION FOR 1,597.03 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N 47°48'43" E FOR 570.79 FEET; THENCE RUN N 66°34'05" E FOR 971.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF BLUE ANGEL PARKWAY (STATE ROAD NO. 173, 200' RW), SAID POINT ALSO BEING A POINT ON A NON-TANGENT CIRCULAR CURVE (TANGENT BEARING = S 19°40'31" E) BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 2,964.79 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02°20'52" FOR AN ARC DISTANCE OF 121.48 FEET (CHORD BEARING = S 20°50'57" E, CHORD DISTANCE 121.47 FEET) TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S 22°07'59" E FOR 2.11 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, S 22°01'59" E FOR 189.43 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S 66°35'07" W FOR 129.08 FEET; THENCE RUN N 23°32' 13" W FOR 159.31 FEET, TO A POINT OF CURVATURE OF A 30.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN 47.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'20", TO THE POINT OF TANGENCY (SAID CURVE HAVING A CHORD BEARING = N21°31'27"E AND A CHORD = 42.47 FEET); THENCE RUN N 66°35'07"E FOR 103.99 FEET, TO THE POINT OF BEGINNING.

AND, LESS AND EXCEPT: A PORTION OF REAL PROPERTY ALL LYING AND BEING IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; RUN SOUTH 87°01' 14" EAST ALONG THE SOUTH LINE OF SAID SECTION FOR 1,339.67 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 2°57'08" EAST FOR 1,319.96 FEET; THENCE RUN SOUTH 87°01'03" EAST FOR 1,175.78 FEET TO A POINT ON THE WEST LINE OF THE : FRANCISCO LOPEZ GRANT; THENCE RUN SOUTH 21°01'47" EAST ALONG SAID WEST LINE FOR 590.87 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 66°34'05" WEST FOR 843.87 FEET; THENCE RUN SOUTH 47°48'43" WEST FOR 570.79 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF SECTION 8; THENCE RUN NORTH 87°01' 14" WEST ALONG SAID SOUTH LINE FOR 257.35 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

Avigation Easement ~ AIPD2 Wal-Mart Store #3484





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6917 **Growth Management Report** **10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 10/09/2014
Issue: Action Item - Construction of Docks and Piers On Right-of-Way
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Construction Of Docks And Piers On Right-Of-Way

That the Board review and approve the permitting of a dock on right-of-way that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County per LDC 7.05.00.C.12.g.

On August 8, 2013, the Board adopted Ordinance 2013-37 to establish a process to obtain permits for construction of docks and piers on right-of-way that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County upon authorization by the Board of County Commissioners.

This change to LDC Article 7 was based upon the fact that there are many platted subdivisions that dedicate waterfront right-of-way to the public and in many instances the County has not accepted these dedications. Upland property owners often desire to build docks, piers and similar structures on or across the area dedicated to the public.

BACKGROUND:

The submitted application has been reviewed by Development Services Department staff and has been found to meet all of the criteria required for the issuance of this permit.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required for implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Certificate authorizing the permit.

IMPLEMENTATION/COORDINATION:

This authorization shall not be construed as a vacation or acceptance of the dedicated right-of-way.

Attachments

Beach Haven Cove Application

Beach Haven Cove Certificate



September 8, 2014

Andrew Holmer
Escambia County Development Services
3363 West Park Place
Pensacola, FL 32505

Re: Letter of Request, Permits for Docks and Piers on ROW Application
Project: Lojo Residential Dock
Applicant: Wilfredo Lojo
WSI Project #2012-306

Dear Mr. Holmer,

Wilfredo Lojo (herein referred as the applicant) requests authorization from Escambia County Board of County Commissioners to construct a private single-family docking facility off of the Navy Street Right-of-Way (Unimproved) under the Land Development Code (LDC) Article 7.05.00.C.12.g. The applicant's property is located at 3543 Beach Haven Cove adjacent to the Navy Street Right-of-Way. **LDC 7.05.00.C.12.g** states *Permits for construction of docks and piers on right of way that has been dedicated to the public but not yet opened, maintained, or otherwise accepted by the county, shall be issued only upon authorization by the board of county commissioners. The board may authorize issuance of such permits after considering all relevant factors, including, but not limited to, the following: (1) whether the applicant has adequately demonstrated that they hold all necessary interest in the dedicated area where the dock or pier will be constructed; (2) whether construction of the dock or pier would have an adverse impact on adjacent properties; (3) whether the dedicated area is or will be needed for development of a public right-of-way or other infrastructure in the foreseeable future; (4) whether the geography and configuration of the property is suited for construction of a dock or pier; and (5) whether construction of a dock or pier would have an adverse environmental impact on the shoreline or adjacent water body. However, neither authorization nor denial of a permit for construction of a dock or pier by the board shall be construed as a vacation of acceptance of the dedication. This provision may be applied retroactively to allow permitting of existing docks or piers that were never properly permitted.*

Authorization is being sought for an existing irregular 16.9' x 6.7' access pier, a 16.7' x 7.4' platform, a 71.6' x 3.3' access pier and for the new construction of a 25' x 3' access pier, a 14' x 12' terminal platform, and a 26' x 14' boathouse. Total preempted area is 1,000 sq. ft.

Land Development Code of Escambia County, Florida, Section 7.05.00.C.12.g requires the applicant to demonstrate that the request meets the criteria outlined in code. The following is a summary detailing how the request meets each criterion.

Criterion 1

Whether the applicant has adequately demonstrated that they hold all necessary interest in the dedicated area where the dock or pier will be constructed.

The applicant holds fee simple title to 3543 Beach Haven Cove, Pensacola, FL 32507. Per the approved Plat owners of lots 9-13 of Beach Haven Cove shall each have an exclusive, perpetual easement for ingress and egress over a seven-foot wide boardwalk easement adjoining their respective lots as reflected on the plat down to the waters edge. The applicants are the owners of Lot 10.

Criterion 2

Whether construction of the dock or pier would have an adverse impact on adjacent properties.

The proposed dock will not have an adverse impact or impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion of public streets or waterways, the danger of fire, imperil public safety, unreasonably diminish or impair established property values within the surrounding area or in any other respect impair the health, safety, comfort, or general welfare of the inhabitants of Escambia County.

Criterion 3

Whether the dedicated area is or will be needed for development of a public right-of-way or other infrastructure in the foreseeable future.

The dock is being constructed over sovereign submerged lands of the state which would not interfere with the development or infrastructure of the right of way.

Criterion 4

Whether the geography and configuration of the property is suited for construction of a dock or pier.

The dock maintains a minimum 25-ft setback from the shared riparian lines with adjacent properties. The riparian lines were determined by Northwest Florida Land Surveying. The terminal end of the dock is located in water deep enough to safely navigate and store a recreational vessel.

Criterion 5

Whether construction of a dock or pier would have an adverse environmental impact on the shoreline or adjacent water body.

The proposed activity will be submitted to the Florida Department of Environmental Protection (DEP) and Department of the Army Corps of Engineers upon the decision of the board. These agencies review the project and ensure that navigation and water quality is maintained on the water body affected.

In summary the request is the minimum necessary to make possible use of the waterfront and to enjoy a property right as other similarly situated waterfront properties fronting Bayou Grande.

Your consideration in this matter would be greatly appreciated. If any questions should arise, please feel free to contact me at either the letterhead address or by telephone at 850-453-4700.

Sincerely,

WETLAND SCIENCES, INC.



Jason Taylor
Environmental Scientist



Development Services Department
Escambia County, Florida

APPLICATION

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

Owner(s) Name: WILFREDO & JOSEPHINE LOJO Phone: 850-221-5619

Address: 3543 BEACH HAVEN COVE Email: LOJOC1@AOL.COM

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

Property Address: 3543 BEACH HAVEN COVE

Property Reference Number(s)/Legal Description: 02-3S-31-2100-100-002

LT 10 BLK B BEACH HAVEN COVE PHASE I PB 16 P 83/83A OR 6918 P 188

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

[Signature]
Signature of Owner/Agent

JASON TAYLOR
Printed Name Owner/Agent

9/3/2014
Date

[Signature]
Signature of Owner

WILFREDO LOJO
Printed Name of Owner

9/8/2014
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 8 day of September 20 14,
by Wilfredo Lojo

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

[Signature]
Signature of Notary
(notary seal must be affixed)

Ryan Sieg
Printed Name of Notary



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



Development Services Department
Escambia County, Florida

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 3543 BEACH HAVEN COVE,

Florida, property reference number(s) 02-3S-31-2100-100-002

I hereby designate JASON TAYLOR, WETLAND SCIENCES, INC. for the sole purpose of completing this application and making a presentation to the:

- Board of County Commissioners to request a permit for construction of docks and piers on right-of-way that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County

This Limited Power of Attorney is granted on this 8th day of SEPTEMBER the year of, 2014, and is effective until the Board of County Commissioners has rendered a decision on this request. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: JASON TAYLOR, WETLAND SCIENCES Email: jtaylor@wetlandsciences.com

Address: 1829 BAINBRIDGE AVE, PENSACOLA, FL 32507 Phone: 850.453.4700

[Signature]
Signature of Property Owner

WILFREDO LOJO 9/8/2014
Printed Name of Property Owner Date

[Signature]
Signature of Property Owner

JOSEPHINE LOJO 9/8/2014
Printed Name of Property Owner Date

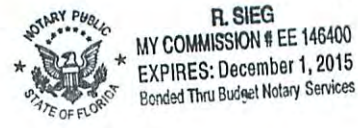
STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 8 day of September 20 14, by Wilfredo Lojo

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

[Signature]
Signature of Notary

Ryan Sieg (Notary Seal)
Printed Name of Notary



Parcel Identification No. 02-35-31-2100-090-002 (Lot 9)
02-35-31-2100-100-002 (Lot 10)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that ST WILFRED LLC TRUSTEE FOR BG HAVEN TRUST, a Florida Limited Company, whose post office address is: PO Box 36331, Pensacola, Florida, 32506, hereafter called the GRANTOR, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey, and grant unto: WILFREDO M. LOJO AND JOSEPHINE V. LOJO HUSBAND AND WIFE whose address is 2202 North 61st Avenue Pensacola, Florida, 32506, GRANTEE of the following described real property, situate, lying and being in the State of Florida, and County of Escambia to wit:

"Lot 9 and 10, Block B, Beach Haven Cove, Phase 1, according to the Plat thereof as recorded in Plat Book 16, pages 83 and 83A of the Public Records of Escambia County, Florida."
(See attached Exhibit "A")

Subject to taxes for current year and to valid easements, mineral reservations and restrictions of records affecting the above property, if any (Use of the terms "Grantor and Grantee" shall include singular or plural, the masculine or the feminine where appropriate, and shall also include but not be limited to their heirs, assigns or successor in interest). To have and to hold the same together with all ands singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. And the grantor covenants that he is well seized of an indefeasible estate in fee simple in the said property and has a good right to convey the same that is free of lien or encumbrance and that he, his heirs, executors and administrators the said grantee, his heirs, executors, administrators and assigns in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same shall and forever fully warrant and defend. full power and authority is hereby granted to said trustee to transfer, convey, sell, protect, conserve, encumber and otherwise manage and dispose of said property or any part thereof.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents this 9th day of October 2012.

WITNESS:

Signature

Print Name

[Handwritten Signature]
[Handwritten Signature]
Robert Rittler
Kelly Wilzer
Kelly Wilzer

ST WILFRED LLC TRUSTEE
FOR BG HAVEN TRUST

[Handwritten Signature]
Josephine V. Lojo, President
ST. Wilfred LLC Trustee

ESTATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this the 9th of October 2012 by JOSEPHINE V. LOJO, ST. Wilfred LLC Trustee for BG Haven Trust/Grantor, personally known to me who produced Florida Drivers License L200-438-53-887-0 as identification and who did not take an oath.

NOTARY PUBLIC

[Handwritten Signature] - Commission Expires Jan. 3, 2016

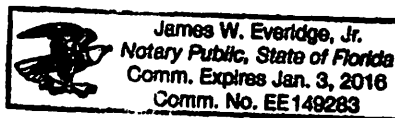


EXHIBIT "A"

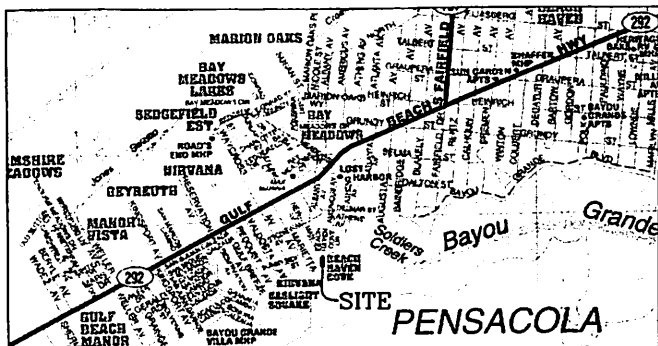
DESCRIPTION:

AS PREPARED BY NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.:
 COMMENCE AT THE NORTH-WEST CORNER OF FRACTIONAL SECTION 2, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBERIA COUNTY, FLORIDA, THENCE GO NORTH 88 DEGREES 52 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE AFORESAID FRACTIONAL SECTION 2 A DISTANCE OF 2515 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 88 DEGREES 52 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE AFORESAID FRACTIONAL SECTION 2 A DISTANCE OF 2558 FEET, THENCE DEPARTING THE NORTH LINE OF THE AFORESAID FRACTIONAL SECTION 2 GO SOUTH 03 DEGREES 22 MINUTES 19 SECONDS WEST A DISTANCE OF 944 FEET, THENCE GO SOUTH 86 DEGREES 02 MINUTES 21 SECONDS EAST A DISTANCE OF 29129 FEET, THENCE GO NORTH 06 DEGREES 27 MINUTES 06 SECONDS EAST A DISTANCE OF 4068 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID FRACTIONAL SECTION 2, THENCE DEPARTING THE NORTH LINE OF THE AFORESAID FRACTIONAL SECTION 2 GO SOUTH 24 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 478.81 FEET, THENCE GO SOUTH 76 DEGREES 28 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 8123 FEET TO A POINT OF A CURVE CONCAVE TO THE NORTHWEST, THENCE GO SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 5000 FEET, FOR AN ARC DISTANCE OF 16125 FEET (A DELTA OF 184 DEGREES 46 MINUTES 42 SECONDS, A CHORD BEARING OF SOUTH 72 DEGREES 07 MINUTES 48 SECONDS WEST, A CHORD LENGTH OF 9991 FEET), THENCE GO NORTH 88 DEGREES 55 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 9294 FEET, THENCE SOUTH 05 DEGREES 03 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 10756 FEET, THENCE SOUTH 78 DEGREES 56 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 2606 FEET TO A LINE LYING 100 FOOT WESTERLY AND PARALLEL TO THE WESTERLY LINE AND THE NORTHERLY EXTENSION THEREOF OF A PARCEL OF LAND AS DESCRIBED IN DEED BOOK 217, AT PAGE 543 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE GO SOUTH 24 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE A DISTANCE OF 43401 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NAVY STREET (UNIMPROVED, RW WIDTH VARIES), THENCE GO SOUTH 52 DEGREES 34 MINUTES 57 SECONDS WEST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF NAVY STREET A DISTANCE OF 17832 FEET, THENCE GO NORTH 86 DEGREES 07 MINUTES 53 SECONDS WEST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 8000 FEET, THENCE GO NORTH 64 DEGREES 58 MINUTES 36 SECONDS WEST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 15568 FEET, THENCE GO NORTH 85 DEGREES 02 MINUTES 21 SECONDS WEST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF NAVY STREET A DISTANCE OF 16734 FEET, THENCE DEPARTING THE AFORESAID NORTHERLY RIGHT OF WAY OF NAVY STREET GO NORTH 08 DEGREES 03 MINUTES 47 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF A 15 FOOT PUBLIC RIGHT OF WAY A DISTANCE OF 41915 FEET, THENCE NORTH 28 DEGREES 29 MINUTES 39 SECONDS WEST ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE OF A 15 FOOT PUBLIC RIGHT OF WAY A DISTANCE OF 1369 FEET, THENCE DEPARTING THE AFORESAID EASTERLY RIGHT OF WAY LINE OF A 15 FOOT PUBLIC RIGHT OF WAY GO NORTH 08 DEGREES 03 MINUTES 47 SECONDS EAST A DISTANCE OF 57821 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN FRACTIONAL SECTION 2, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBERIA COUNTY, FLORIDA AND CONTAINS 10.06 ACRES, TO BE KNOWN AS A SUBDIVISION NAMED BEACH HAVEN COVE PHASE I.

Escambia County Property Appraiser
023S312100100002 – Full Legal Description

LT 10 BLK B BEACH HAVEN COVE PHASE I PB 16 P 83/83A OR 6918 P 188

BOUNDARY AND MEAN HIGH WATER LINE SURVEY OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA



VICINITY MAP
1" = 2000'

DESCRIPTION AS FURNISHED: (OFFICIAL RECORDS BOOK: 6918, PAGE: 188)

LOT 10, BLOCK B, BEACH HAVEN COVE, PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, AT PAGE 83 AND 83A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 74 DEGREES 48 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF THE PROPERTY AS PER THE RECORD PLAT OF BEACH HAVEN COVE PHASE 1 AS RECORDED IN PLAT BOOK 16 AT PAGE 83 & 83A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF BEACH HAVEN COVE PHASE 1 AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, BASE FLOOD ELEVATION NOT APPLICABLE AND FLOOD ZONE "AE", BASE FLOOD ELEVATION 7 FEET, AND IN FLOOD ZONE "AE" BASE FLOOD ELEVATION 6 FEET AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0527 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLOIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE ELEVATIONS SHOWN HEREON ARE REFERENCE TO NORTH AMERICAN VERTICAL DATUM OF 1988 FROM ESCAMBIA COUNTY GEODETIC CONTROL POINT STAMPED "ESC 4075" HAVING A PUBLISHED ELEVATION OF 108.92 FEET.
9. THE MEAN HIGH WATER ELEVATION SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 3335.
10. THIS MEAN HIGH WATER LINE SURVEY COMPLES WITH CHAPTER 177, PART II, FLORIDA STATUTES.

NOTES:

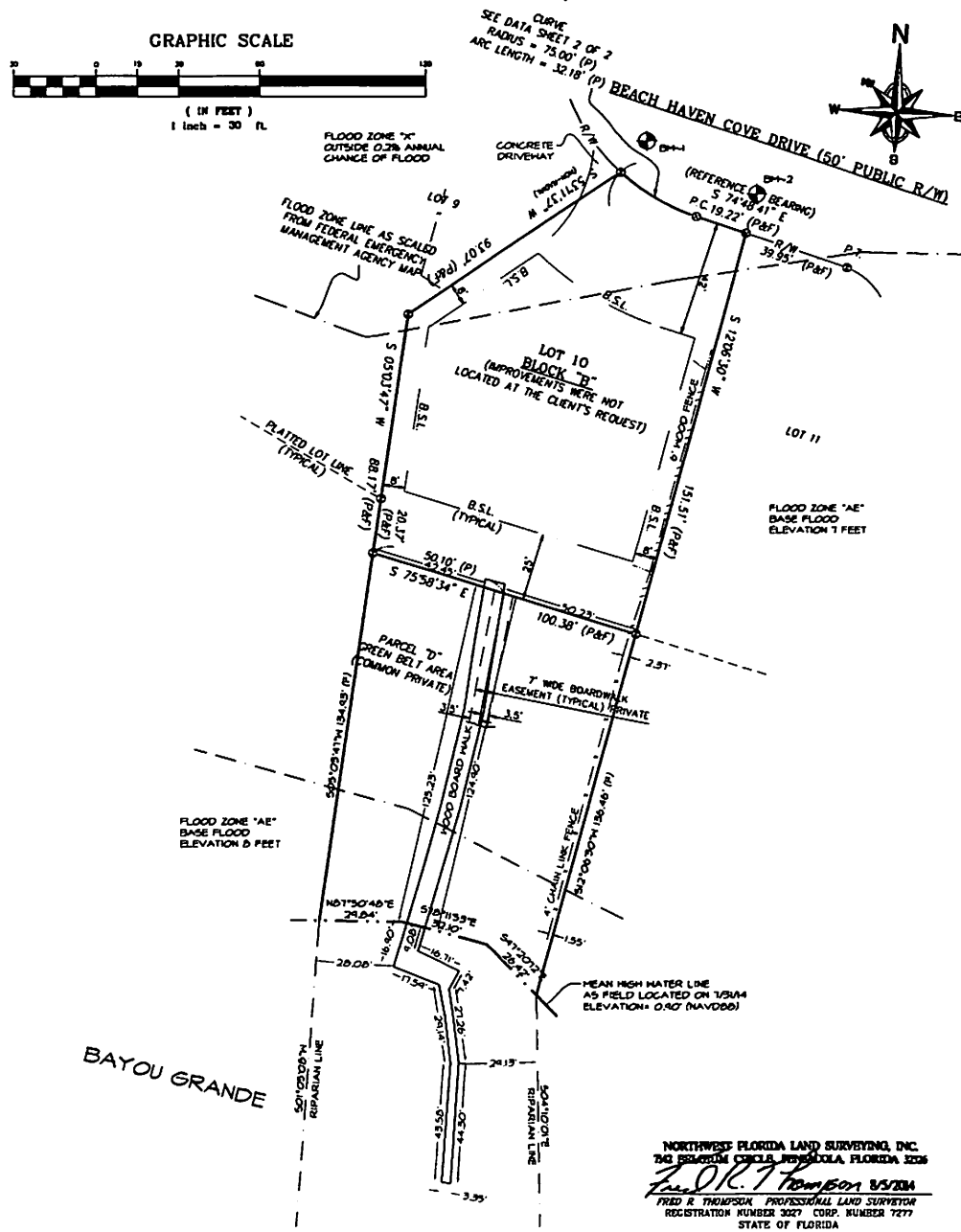
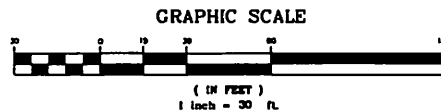
- ⊙ ~ 1/2" CAPPED IRON ROD, NUMBERED 4882 (FOUND)
- ⊙ ~ 1/2" CAPPED IRON ROD, CORPORATE NO. 7277 (PLACED)
- (P) ~ PLATTED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- B.S.L. ~ BUILDING SETBACK LINE
- P.C. ~ POINT OF CURVATURE
- P.T. ~ POINT OF TANGENCY
- ⊕ ~ BENCHMARK

BENCHMARK DATA

- BM-1 NAIL AND DISK IN ASPHALT
ELEVATION = 12.90' (NAVD88)
- BM-2 NAIL AND DISK IN ASPHALT
ELEVATION = 12.48' (NAVD88)

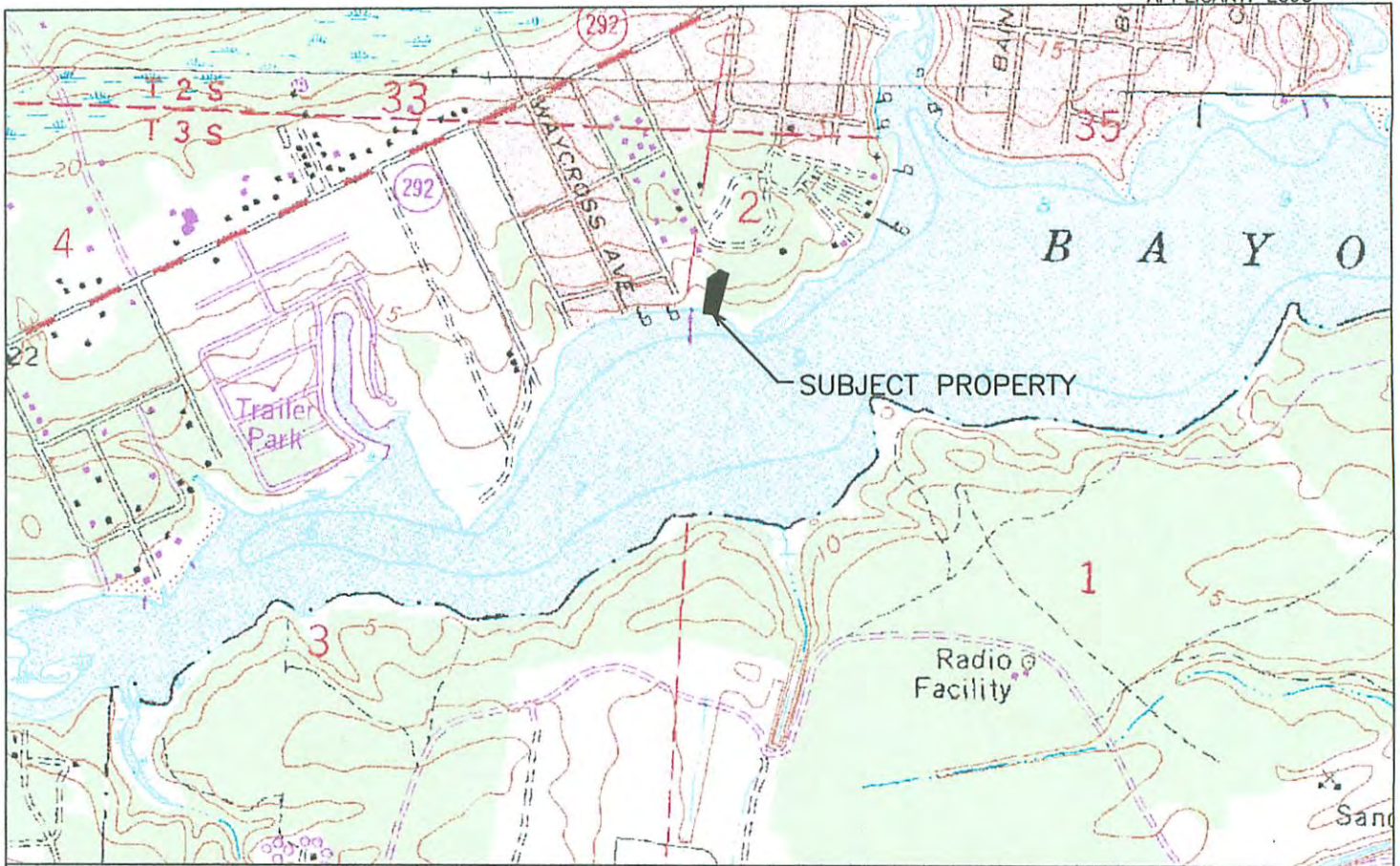
CURVE DATA: (P&F)

RADIUS = 25.00'
DELTA = 241°123'
ARC LENGTH = 21.03'
CHORD DISTANCE = 20.41'
CHORD BEARING = N 50°43'00" W



| | | | |
|---|-------|---------|---------|
| REVISED | | | |
| NO. | DATE | NO. | DATE |
| | | | |
| NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR | | | |
| NORTHWEST FLORIDA LAND SURVEYING, INC. A PROFESSIONAL SERVICE ORGANIZATION | | DATE | 8/15/14 |
| | | CREATED | JAS |
| SCALE 1" = 30' DRAWN BY: JAS CHECKED BY: JAS | | DATE | 8/15/14 |
| BOUNDARY AND MEAN HIGH WATER LINE SURVEY OF A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA PREPARED FOR: WETLAND SCIENCE REQUESTED BY: JASON TAYLOR | | | |
| PROJECT NO. | 14358 | NO. | 1 of 1 |
| NO. | 10 | NO. | 10 |

NORTHWEST FLORIDA LAND SURVEYING, INC.
 740 SHELTON CIRCLE, PENSACOLA, FLORIDA 32508
FRED R. THOMPSON, PLS
 FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER 3327, CORP. NUMBER 7277
 STATE OF FLORIDA



DIRECTIONS TO THE SITE FROM DOWNTOWN PENSACOLA: START OUT GOING WEST ON GARDEN STREET/US-98. TURN LEFT ONTO BARRANCAS AVE/FL-292. FOLLOW FL-292 FOR APPROXIMATELY 5.5 MILES. TURN LEFT ONTO AMERICUS AVENUE. TURN RIGHT ONTO BEACH HAVEN COVE DRIVE. SUBJECT PROPERTY WILL BE LOCATED ON THE RIGHT HAND SIDE OF THE ROAD WITH AN ADDRESS OF 3543 BEACH HAVEN COVE DRIVE. PLEASE CALL 850-453-4700 WITH ANY QUESTIONS.

SUBJECT PROPERTY

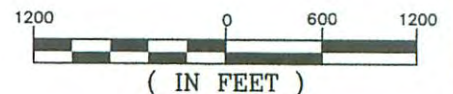
PARCEL ID#
 02-3S-31-2100-100-002
 PROPERTY OWNER
 WILFREDO & JOSEPHINE LOJO
 3543 BEACH HAVEN COVE DR
 PENSACOLA, FL 32507

PROJECT LOCATION

3543 BEACH HAVEN COVE DR
 PENSACOLA, FL 32507
 LAT: 30.371582'
 LONG: -87.317717'

INDEX OF SHEETS

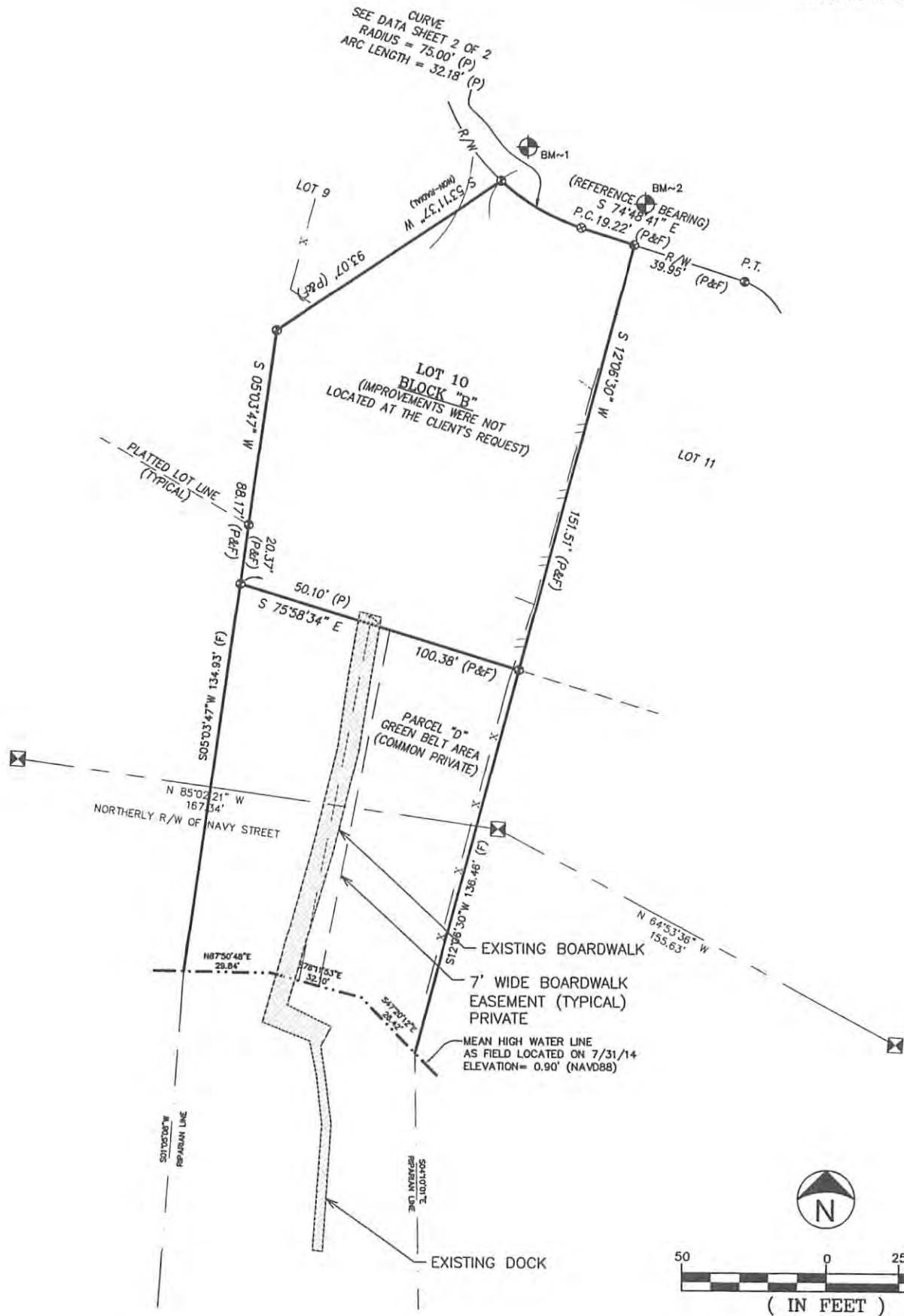
| SHEET NO. | DESCRIPTION |
|-----------|--|
| 1 | SITE LOCATION MAP |
| 2 | EXISTING SITE CONDITIONS |
| 3 | PLAN VIEW DEPICTED ONTO AERIAL |
| 4 | PLAN VIEW OF PROPOSED DEVELOPMENT PLAN |
| 5 | DOCK PROFILE |
| 6 | DOCK DETAILS |



ENVIRONMENTAL CONSULTANTS

1829 BAINBRIDGE AVENUE
 PENSACOLA, FLORIDA 32507
 TEL: 850.453.4700
 JTAYLOR@WETLANDSCIENCES.COM

| | |
|--|-----------------|
| PROJECT NAME: 3543 BEACH HAVEN COVE DOCK | |
| SITE LOCATION MAP | |
| PROJECT NO.: 2012-306 | |
| BY: JAT | DATE: 8/13/2014 |
| SHEET: 1 OF 6 | |



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 1829 BAINBRIDGE AVENUE
 PENSACOLA, FLORIDA 32507
 TEL: 850.453.4700
 JTAYLOR@WETLANDSCIENCES.COM

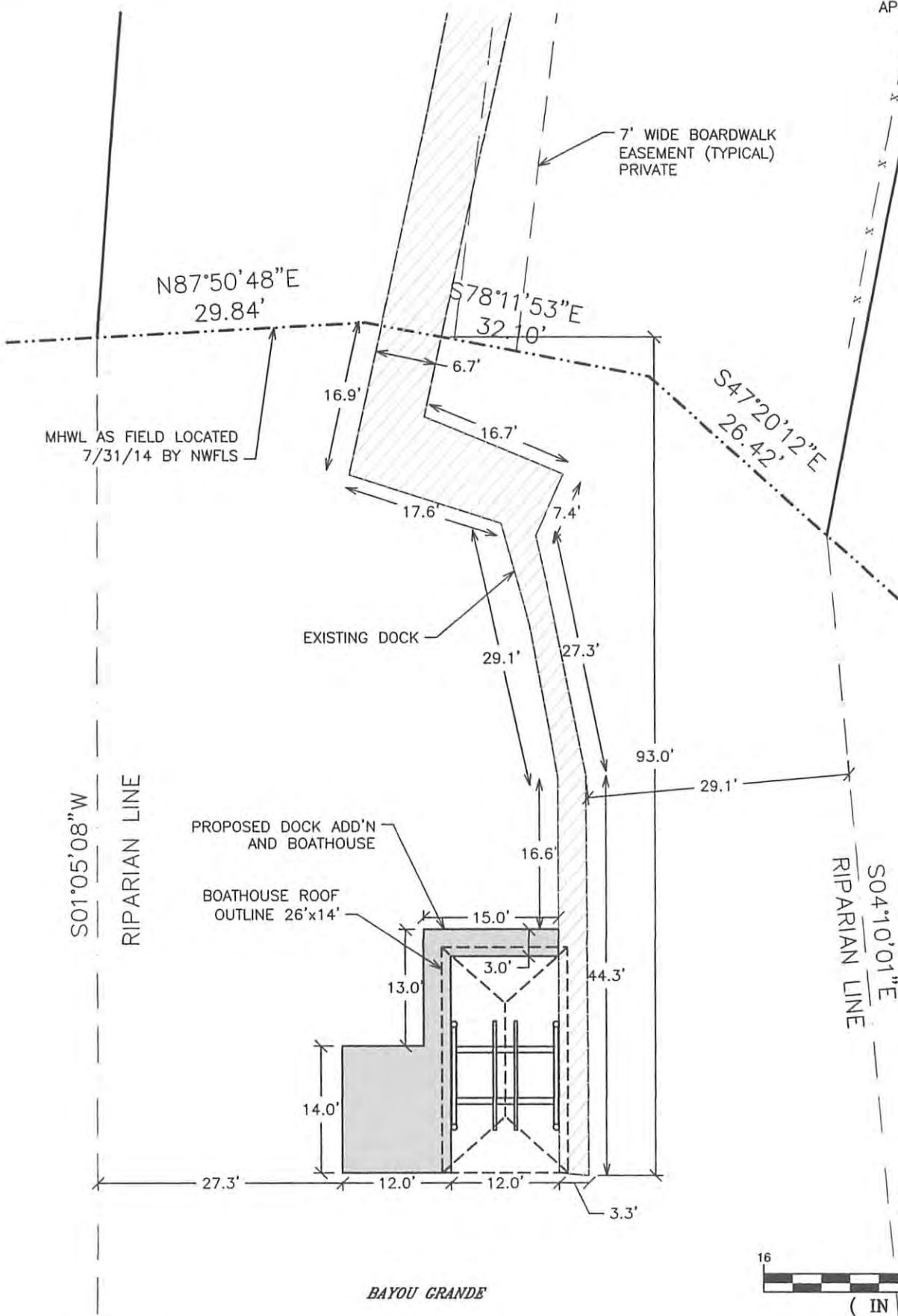
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| EXISTING SITE CONDITIONS | |
| PROJECT NO.: 2012-306 | |
| BY: JAT | DATE: 8/13/2014 |
| SHEET: 2 OF 6 | |



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 1829 BAINBRIDGE AVENUE
 PENSACOLA, FLORIDA 32507
 TEL: 850.453.4700
 JTAYLOR@WETLANDSCIENCES.COM

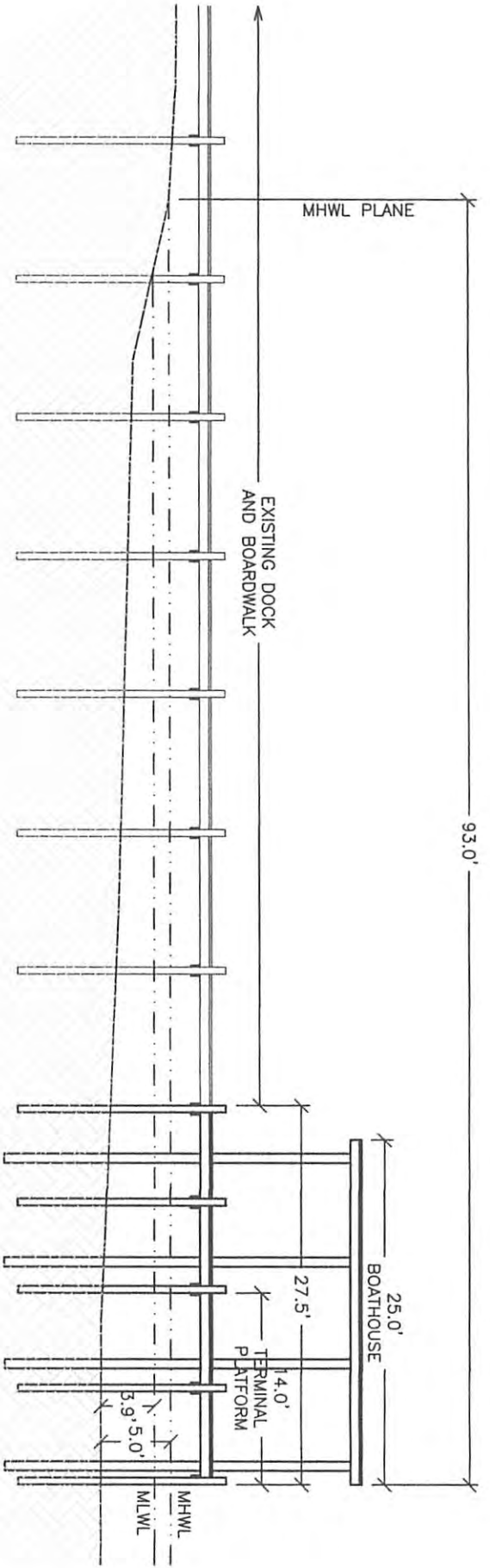
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| PROJECT NAME: 3543 BEACH HAVEN COVE DOCK | |
| PLAN VIEW DEPICTED ONTO AERIAL | |
| PROJECT NO.: 2012-306 | |
| BY: JAT | DATE: 8/13/2014 |
| SHEET: 3 OF 6 | |

APPLICANT: LOJO



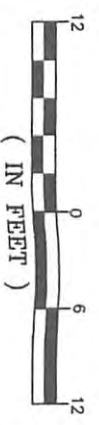
ENVIRONMENTAL CONSULTANTS
 1829 BAINBRIDGE AVENUE
 PENSACOLA, FLORIDA 32507
 TEL: 850.453.4700
 JTAYLOR@WETLANDSCIENCES.COM

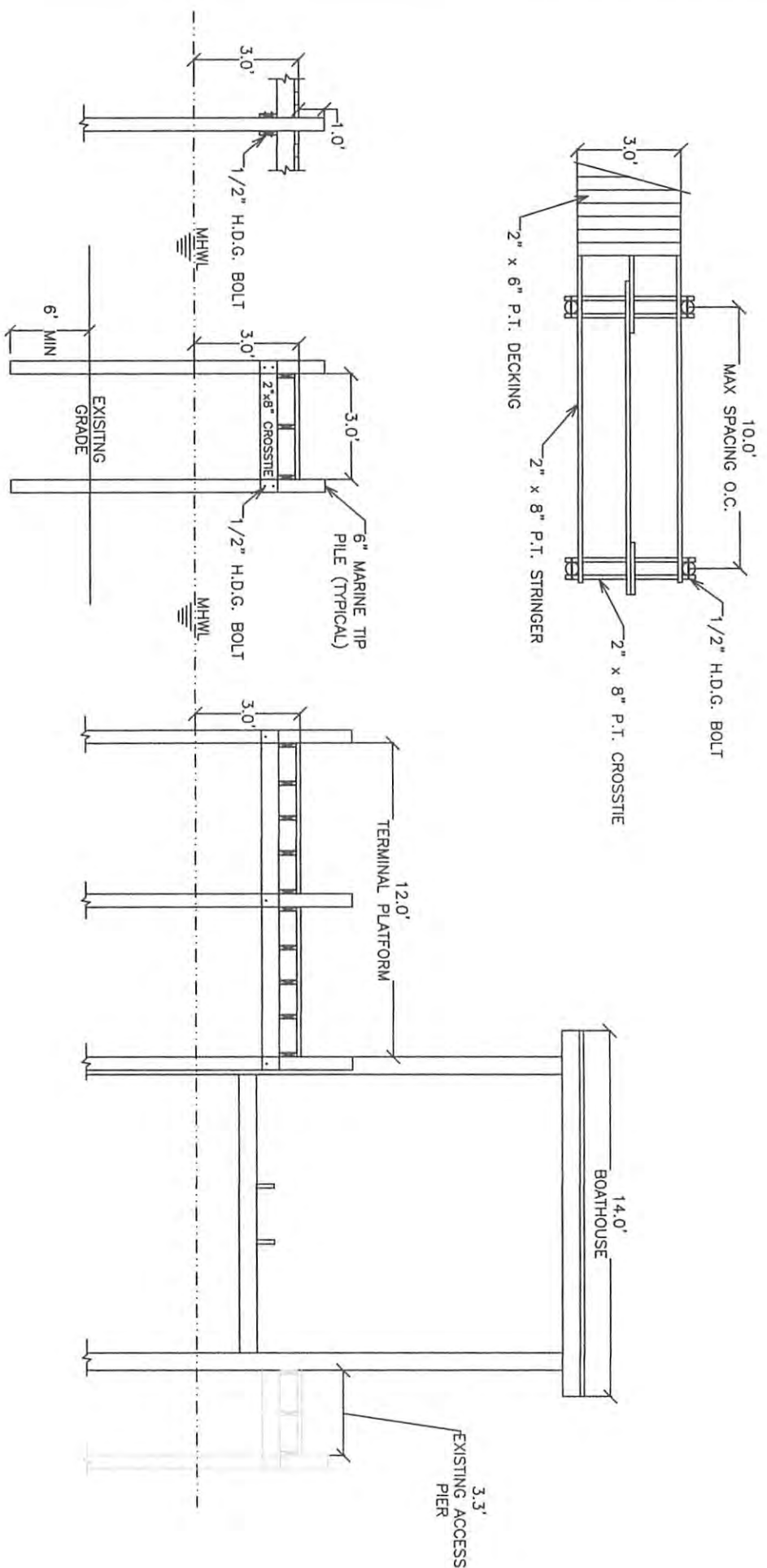
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| PLAN VIEW | |
| PROJECT NO.: 2012-306 | |
| BY: JAT | DATE: 8/13/2014 |
| SHEET: 4 OF 6 | |



ENVIRONMENTAL CONSULTANTS
1829 BAINBRIDGE AVENUE
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: 3543 BEACH HAVEN COVE DOCK
DOCK PROFILE
PROJECT NO.: 2012-306
BY: JAT DATE: 8/13/2014
SHEET: 5 OF 6

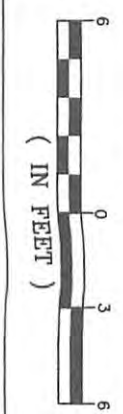




WETLAND SCIENCES
INCORPORATED

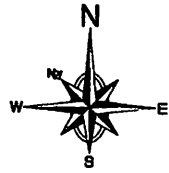
ENVIRONMENTAL CONSULTANTS
1829 BAINBRIDGE AVENUE
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: 3543 BEACH HAVEN COVE DOCK
DOCK DETAILS
PROJECT NO.: 2012-306
BY: JAT DATE: 8/13/2014
SHEET: 6 OF 6



10/10/2000 10:00 AM

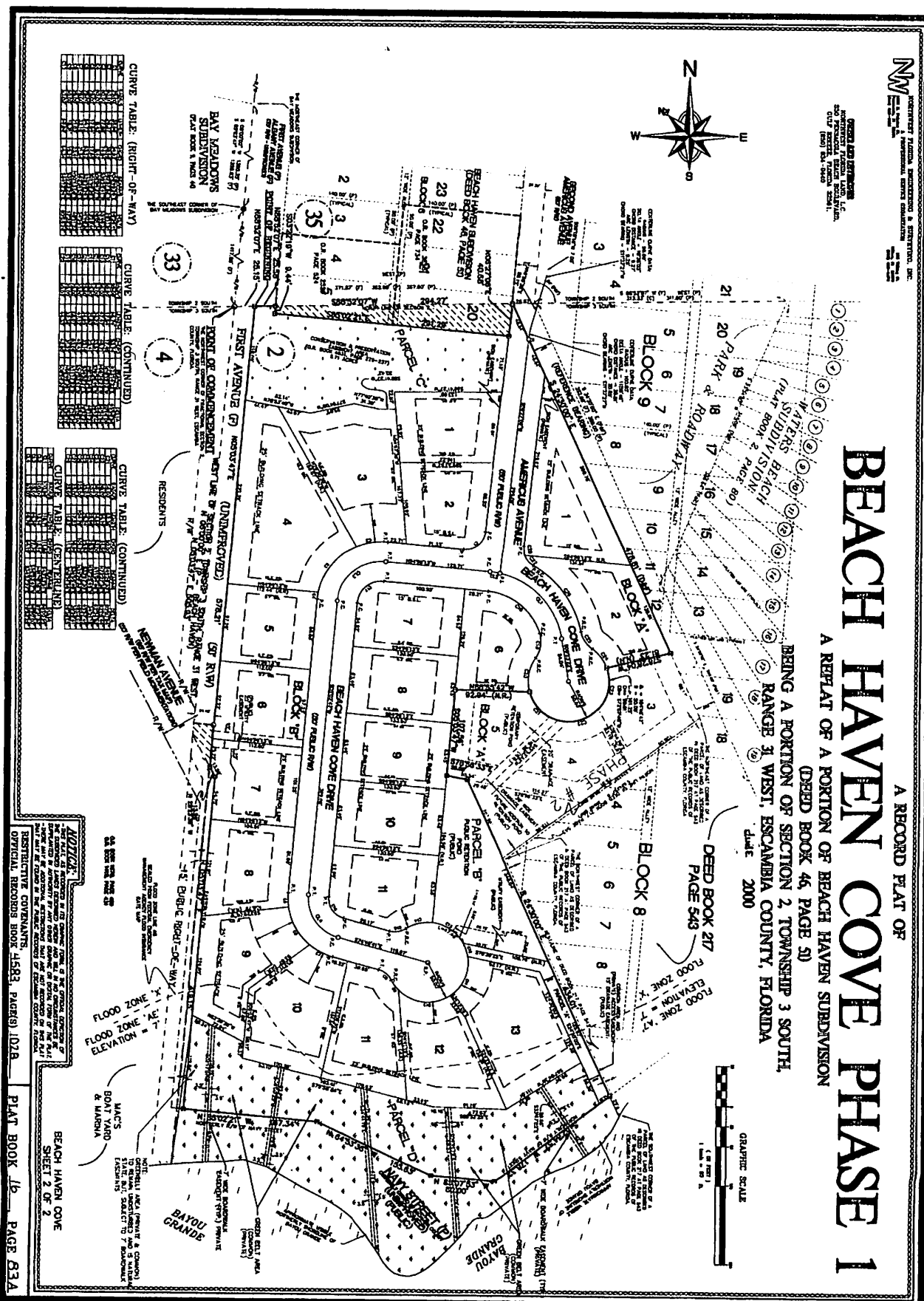
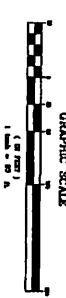
NVEST
NATIONAL ENGINEERING & SURVEYING, INC.
250 UNIVERSITY AVENUE, SUITE 100
DADE COUNTY, FLORIDA 33101
(305) 541-9900



BEACH HAVEN COVE PHASE 1

A RECORD PLAT OF
A REPLAT OF A PORTION OF BEACH HAVEN SUBDIVISION
(DEED BOOK 46, PAGE 20)
BEING A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH,
RANGE 3 WEST, ESCAMBIA COUNTY, FLORIDA
DATE 2000

DEED BOOK 217
PAGE 543



CURVE TABLE: (RIGHT-OF-WAY)

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NOTICE:
THIS PLAT IS PREPARED AND DRAWN IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 46, F.S., AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 46C, F.S., AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 46C, F.S., AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 46C, F.S.

RESTRICTIVE COVENANTS
OFFICIAL RECORDS BOOK 4583, PAGE(S) 1028

PLAT BOOK 16 PAGE 83A



THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

PERMIT FOR CONSTRUCTION OF A DOCK OR PIER ON RIGHT-OF-WAY

At its October 9, 2014 public hearing, the Escambia County Board of County Commissioners approved the construction of a dock on right-of-way for the following location:

Location: 3543 Beach Haven Cove Dr.
Parcel Number: 02-3S-31-2100-100-002
Subdivision: Beach Haven Cove Phase 1 PB16 PG 83/83A
Applicant/Owner: Wilfredo & Josephine Lojo

This authorization shall not be construed as a vacation or acceptance of the dedicated right-of-way.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
Board of County Commissioners

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk to the Court

Deputy Clerk

(SEAL)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6894 **Growth Management Report** **10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 10/09/2014
Issue: Schedule of Public Hearings
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. October 16, 2014

1. 9:10 a.m. - A Public Hearing - SSA 2014-02 3330 West Park Place

2. 9:11 a.m. - A Public Hearing - CPA 2014-02 Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan

B. November 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 September 30, 2014.

Case No.: **Z-2014-16**
Address: 2840 Pine Forest Road
Property Reference No.: 38-1N-31-2301-000-000
Property Size: 12.23 (+/-) acres
From: VR-2 Villages Rural Residential District (one du/ 0.75 acre)
To: V-3 Villages Single-family Residential District (five du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District 5
Requested by: Wiley C. "Buddy" Page, Agent for Daniel and Rhonda Cobb, Owners

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6921 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/09/2014
Issue: Disposition of Property Request for Supervisor of Elections
From: David Stafford, Supervisor of Elections
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with agency and reason stated.

BACKGROUND:

Escambia County established policy for disposing of surplus or obsolete equipment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with BCC policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

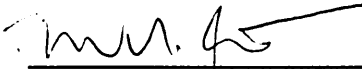
Disposition of Property

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Supervisor of Elections COST CENTER NO: 110267

David H. Stafford DATE: 09/25/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3900 ext 4507

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-----------|-----------------|------------------------|---------------|-------|------|-----------|
| Y | 057843 | software for PDA's | N/A | | | |
| N | N/A | 95 Palm Tungsten (PDA) | see attached | | | |
| | | | | | | |
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| | | | | | | |

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____

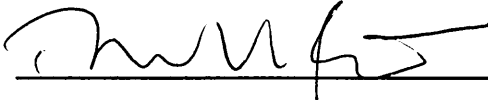
Print Name

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 09/25/2014

FROM: Escambia County Department Director (Signature): 

Director (Print Name): David H. Stafford

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 _____

Dell

Software & Peripherals

Send Returns: Dell c/o Genco
415 New Sanford Rd., LaVergne, TN 37086
Attn:Dell S & P Returns

ORDER PACKING

PAGE 1 of 2

CUSTOMER PO 

| SHIP TO | SHIPPED FROM | DATE SHIPPED | CUSTOMER PO REF | LOAD # | | |
|--|--|----------------------|-----------------|---------------|----------|------------------|
| SUPERVISOR OF ELECTIONS 213 PALAFOX PL STAFFORD DAVID PENSACOLA, FL 32502 | DELL C/O GENCO 415 NEW SANFORD RD LAVERGNE, TN 37086 | 06/17/08 | 205676 | 180068 | | |
| | | | | # OF BOXES | | |
| | | | | 13 | | |
| DPID 2000265244184 | | DPO 3485815821508701 | | | | |
| QTY SHIPPED | UM | ORDER LINE# | ITEM # | VENDOR ITEM # | UPC/EAN# | ITEM DESCRIPTION |

95 EA 1 23527B 1045MLZ UPC# 805931013934 PALM TUNGSTEN E2 WITH INTL PWR ADAPT
A0720074

CONTAINER ID: 30716664

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- PN20M3J8M0BA PN20M3J8M0CH PN20M3J8M0CN PN20M3J8M0HF
- PN20M3J8M0M3 PN20M3J8M0RW PN20M3J8M07W PN20M3J8M1CP
- PN20M3J8M1DB PN20M3J8M1D5 PN20M3J8M1MD PN20M3J8M11J
- PN20M3J8M11M PN20M3J8M132 PN20M3J8M135 PN20M3J8M136
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- PN20M4E8M06F PN20M4F8M0AE PN20M4F8M0AJ PN20M4F8M0B9
- PN20M4F8M0CY PN20M4F8M0DK PN20M4F8M0D5 PN20M4F8M0FU
- PN20M4F8M0GD PN20M4F8M06C PN20M4F8M07E PN20M4F8M07F
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85 EA 2 600458 3169WWZ UPC# 805931012869 PALM UNIVERSAL WLS KYBD
A0416744
CONTAINER ID: 30716664

Dell Software and Peripheral products, such as printers, monitors, software & other accessories carry a different return policy than Dell products & may be subject to a 15% restocking fee for non-defective returns.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6911 County Administrator's Report 10. 2.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 10/09/2014
Issue: Florida Division of Forestry Annual Report
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Forest Service Annual Report - Jack R. Brown, County Administrator

That the Board accept, for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia county Board of Commissioners for Fiscal Year 2013-2014, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Florida Forest Service Annual Report



FLORIDA FOREST SERVICE



ANNUAL REPORT TO THE ESCAMBIA COUNTY BOARD OF COMMISSIONERS

FISCAL YEAR 2013-2014

**Adam Parden, Forest Area Supervisor
Cathy Hardin, Senior Forester**

**FLORIDA FOREST SERVICE
ESCAMBIA COUNTY ANNUAL REPORT
FISCAL YEAR 2013/2014
(July 1, 2013 through June 30, 2014)**

SUMMARY

Fire Control/Emergency Response

The Florida Forest Service is an emergency response state agency that provides incident response and assistance to all forms of emergency response incidents, including wildfires, floods, exotic pest eradication, and hurricanes. We have mutual aid agreements with a number of different agencies, including Escambia County Fire Rescue, Navy Fire Rescue, and the City of Pensacola Fire Department. Tactical radio channels are in place with each of our mutual aid partners to provide clear communication on an emergency scene.

The Florida Forest Service currently has two Type 6 fire engines, 3 Tractor/Plow fire units, and one heavy dozer assigned to Escambia County. Those fire units are strategically located throughout the county during periods of high fire danger. This allows us to provide for quick response time to an incident. Air resources, including reconnaissance airplanes and fire helicopters, are also available for our use during most of the year. These resources are located outside the county and must be ordered by forest service personnel.

Our fire investigations are handled by the Florida Department of Agriculture and Consumer Services Law Enforcement Department. The fire investigators that work our fires in Escambia County are based out of Milton and are readily available for assistance.

For Fiscal year 2013-14, the Florida Forest Service responded to 29 wildfires in Escambia County. As a result, 91 acres were burned. A total of 480 burning authorizations were issued, covering 13,377 acres and 490 piles.

During the year, forest service employees presented fire prevention displays and programs to an estimated 4,815 citizens of Escambia County. Twenty landowners were assisted by establishing pre-suppression firelines and prescribed burning.

Wildland fire training was offered to the local volunteer fire departments. Volunteer fire Departments were offered assistance through federal grants.

Florida Forest Service personnel assigned to Escambia County provided wildfire assistance to numerous fires out of district during this past fiscal year; including fires in Florida, Oregon, California, and Utah.

Fire Control Program

Wildfire activity this past year was well below average with 29 wildfires burning 91 acres. The total acreage was well below the 360 acres from last year. The reason for the decrease in acreage was because of the wet conditions we experienced last fall through this spring.

To help minimize the fire problem in the county, we continue to maintain an aggressive fire prevention campaign. This basically consists of both an ongoing educational program and an active landowner assistance policy. This year a total of 21 fire prevention programs were presented to over 4,815 people. Some of our **education programs consist of teaming with the Escambia County Sheriff's Office** in their Summer Youth Camps. We also visited numerous schools throughout the county, including Westgate School, Northview High School, Navy Point Elementary, Montclair Elementary, and Molino Park Elementary. We also assisted 20 landowners with either pre-suppression firelines or prescribed burning, protecting a total of 893 acres.

We continue to work closely with all of the volunteer and paid fire departments. This assistance is in the form of training and funding. This past year, the Florida Forest Service offered two wildland fire classes. Basic Wildland Fire Management (S-130/190) was offered at Molino Fire Department. Fire Operations in the Wildland/Urban Interface (S-215) was offered at Pleasant Grove Fire Department. We also participated with the Molino Fire Department on their open house event.

The Florida Forest Service continues to offer the Volunteer Fire Assistance Program statewide. The Volunteer Fire Assistance Program provides financial, technical, and other assistance to rural volunteer fire departments in Florida. The Molino Volunteer Fire Department received a matching 50-50% grant to purchase a water pumper unit for their brush engine in just the past few years.

The Wildfire Mitigation Program is an ongoing project in the urban interface areas of the county. We identify areas where there is a threat to property in the event of a wildland fire. An agreement is signed between the landowner and the Florida Forest Service. The forest service then chooses to establish permanent firebreaks and/or do a prescribed burn to reduce the fuels and hazards to mitigate the chance of a wildfire. This past year, mitigation was done in the communities of Myrtle Grove, Molino, Pensacola, Cantonment, Beulah, Pine Forest, and Ferry Pass.

Some of our larger ongoing mitigation projects are the University of West Florida, Big Lagoon State Park, Roy Hyatt Environmental Center, Pensacola International Airport, and the Jones Swamp Nature Preserve.

We are in the process of adding the new 4-H property in Molino into our program. The Langley Bell 4-H property was in our mitigation program for many years and we will continue that cooperation with the Escambia County Extension Service with the new 4-H property.

This program will continue in the future as new areas will be identified and treated. The work is being done by Forest Service personnel and private contractors under a federal grant, at no cost to any private landowner.

The use of fire as a tool in prescribed burning, disease control, debris burning and other areas is still very popular in the county. The following tables give a breakdown of the different types of burning done in the county and also the types of wildfires in the past year.

Fires by Causes

Blackwater Forestry Center
07/01/2013 through 06/30/2014

Escambia

| Cause | Fires | Percent | Acres | Percent |
|---|-------|---------|-------|---------|
| Campfire | 0 | 0 | 0.0 | 0 |
| Children | 2 | 6.90 | 5.3 | 5.82 |
| Debris Burn* | 0 | 0 | 0.0 | 0 |
| Debris Burn--Auth--Broadcast/Acreage | 2 | 6.90 | 8.0 | 8.78 |
| Debris Burn--Auth--Piles | 0 | 0 | 0.0 | 0 |
| Debris Burn--Auth--Yard Trash | 6 | 20.69 | 17.9 | 19.65 |
| Debris Burn--Nonauth--Broadcast/Acreage | 0 | 0 | 0.0 | 0 |
| Debris Burn--Nonauth--Piles | 2 | 6.90 | 13.0 | 14.27 |
| Debris Burn--Nonauth--Yard Trash | 0 | 0 | 0.0 | 0 |
| Equipment use* | 0 | 0 | 0.0 | 0 |
| Equipment--Agriculture | 1 | 3.45 | 0.5 | 0.55 |
| Equipment--Logging | 0 | 0 | 0.0 | 0 |
| Equipment--Recreation | 0 | 0 | 0.0 | 0 |
| Equipment--Transportation | 2 | 6.90 | 1.9 | 2.09 |
| Incendiary | 7 | 24.14 | 28.1 | 30.85 |
| Lightning | 0 | 0 | 0.0 | 0 |
| Miscellaneous --Breakout | 0 | 0 | 0.0 | 0 |
| Miscellaneous --Electric Fence | 0 | 0 | 0.0 | 0 |
| Miscellaneous --Fireworks | 1 | 3.45 | 1.0 | 1.10 |
| Miscellaneous --Power Lines | 0 | 0 | 0.0 | 0 |
| Miscellaneous --Structure | 0 | 0 | 0.0 | 0 |
| Miscellaneous--Other | 2 | 6.90 | 12.5 | 13.72 |
| Railroad | 0 | 0 | 0.0 | 0 |
| Smoking | 0 | 0 | 0.0 | 0 |
| Unknown | 4 | 13.79 | 2.9 | 3.18 |
| Total | 29 | | 91.1 | |

Burning Authorizations Summary

Blackwater Forestry Center
7/1/2013 through 6/30/2014

Escambia

| Burn Type | Authorized Fires | Authorized Acres | Authorized Piles |
|---|-------------------------|-------------------------|-------------------------|
| Agricultural--Pasture | 52 | 579 | 47 |
| Agricultural--Range management | 13 | 0 | 49 |
| Agricultural--Stubble (post harvest) | 2 | 195 | 0 |
| Agricultural--Sugarcane | 0 | 0 | 0 |
| Agriculture--Citrus | 0 | 0 | 0 |
| Land clearing--Non-residential--With ACI | 46 | 0 | 47 |
| Land clearing--Non-residential--Without ACI | 72 | 0 | 127 |
| Land clearing--Residential--With ACI | 1 | 0 | 1 |
| Land clearing--Residential--Without ACI | 135 | 50 | 219 |
| Silvicultural--Disease control | 0 | 0 | 0 |
| Silvicultural--Ecological | 89 | 6,366 | 0 |
| Silvicultural--Hazard removal | 56 | 4,951 | 0 |
| Silvicultural--Other | 0 | 0 | 0 |
| Silvicultural--Prior to seed | 1 | 225 | 0 |
| Silvicultural--Site preparation | 13 | 1,011 | 0 |
| Silvicultural--Wildlife | 0 | 0 | 0 |
| Total | 480 | 13,377 | 490 |

**FLORIDA FOREST SERVICE
COOPERATIVE FORESTRY ASSISTANCE PROGRAM
ANNUAL REPORT
FISCAL YEAR 2013-2014**

SUMMARY

In Escambia County, approximately 56% of land is forested (242,804 acres) and about 144,377 acres are owned by individuals and non-industrial corporations. Good forest management improves water quality, retains soil, helps wildlife, and contributes to the local economy by ensuring a continuing supply of raw materials for area mills. **IMPLAN 2012, provided by Dr Alan Hodges at UF Food and Resource Economics Department, found that Escambia County's forestland directly contributes \$361 million to the local economy and provides 567 jobs. Forestry's indirect impacts in the region add an additional \$856 million and 4,300 jobs.**

The Cooperative Forestry Assistance program exists to promote sound forest management to ensure the continued environmental and economic **viability of Florida's** forest resources. County Foresters provide technical assistance to landowners, educate the public, and advise local governments on forestry matters. The state Florida Forest Service provides a professional forester, office, vehicle, equipment, and supplies. The annual cost to Escambia County is \$6,000.

In Escambia County, the County Forester provides free consultation and technical services to the public. The forester evaluates timber stands, diagnoses disease and insect problems in timber and urban trees, writes forest management plans, and advises local governments on forestry matters. The forester is available to assist in all parts of the county; however, the majority of the assistance was in the rural parts of the county for the 2013-2014 fiscal year.

The county forester frequently speaks at schools and adult programs. In the 2013-2014 fiscal year, educational programs at schools and other venues directly reached an estimated 911 people.

The county forester also receives training in forest land management and wildland fire control. The forester occasionally assists forest rangers with prescribed burning for private landowners in Escambia County and on state lands. The forester may also assist local forest rangers in doing on-site inspections, answering citizen concerns about smoke, prescribed burning, wildfire mitigation and other issues. The county forester may also assist in emergency response for wildfires, hurricanes, or other disasters.

COOPERATIVE FORESTRY ASSISTANCE PROGRAM ACCOMPLISHMENTS, 2013-2014

Technical Assistance to Forest Landowners

The County Forester is a source of information for landowners wanting to improve the management of their forestlands. The forester frequently receives requests for assistance from landowners with specific concerns, such as insect problems, timber sale advice, and reforestation projects.

In the 2013-2014 fiscal years, the forester handled 115 requests for assistance. 51 were requests for information that were completed during an office visit, over the phone, via e-mail, or with a letter and appropriate literature. The forester made 64 landowner assistance visits to rural and urban properties.

| TYPE OF ASSISTS | NUMBER OF NEW PLANS | ACRES |
|---------------------------------------|--------------------------------|--------------|
| Management Plans | | |
| Forest Stewardship Plans | 0 | 0 |
| General Forest Management Plans | 1 | 40 |
| Prescribed Burn Plans | 2 | 47 |
| Cost-Share Plans | 1 | 113 |
| Tree Farm & Stewardship Certification | 1 | 36 |
| TOTAL | 5 | 236 |
| | | |
| Prescribed Burning Assists | 3 | 1,072 |
| | | |
| GRAND TOTAL | 8 | 1,308 |

Forest Stewardship Program

The Forest Stewardship Program is the premier program to promote exemplary forest management for multiple resources. County foresters collaborate with wildlife biologists from the Florida Fish and Wildlife Conservation Commission and other experts, as needed, to write a **comprehensive management plan tailored to achieve the landowner's objectives.**

There were 2 Stewardship landowners in Escambia County with 218 acres who were newly certified this past year.

Federal and Private Cost-Share Programs

The USDA Farm Service Agency and the Natural Resources Conservation Service administer programs to provide financial assistance to forest landowners and farmers through cost-sharing. Under these programs, landowners and the federal government share the cost of practices to establish tree cover for soil, water, and wildlife conservation. The Conservation Reserve Program (CRP) assists farmers in converting row crops and pasture to forests. The Environmental Quality Incentives Program (EQIP) primarily funds farm pollution control, but can also involve forestry. The Florida Forest Service administers the Southern Pine Beetle Prevention program which provides cost-sharing for timber thinning, prescribed burning, and longleaf pine seedling planting. Most of these programs have seen reduced enrollment in the last few years as funds have been reduced.

During 2013-2014, 1 Southern Pine Beetle cost share contract was approved. The County Forester assisted with 19 CRP contracts for landowners who were to receive federal assistance on their property.

Southern Pine Beetle

The Florida Forest Service inspects forests for outbreaks of the southern pine beetle, which has infrequent population spikes that can cause widespread damage to pines. Throughout the fall, winter, and spring, the county forester monitored bark beetle activity throughout the county. Through June, the southern pine beetle was not active. An aerial SPB flight was conducted over the county with no SPB activity found.

Other Landowner Visits

Other technical assistance includes all other cases where a visit was made by the County Forester without any cost-share or other program. This includes **calls for advice on timber sales. The county forester does not act as a landowner's** agent in timber sales, but can advise the landowner in how to conduct a sale, provide lists of timber buyers and loggers, and help the landowner locate a private consulting forester.

The forester also makes forest health inspections for landowners in the county. This ranges from possible pine beetle infestation in a large tract of timber to yard tree inspections. During 2013-2014, the forester conducted 6 forest health inspections in Escambia County.

Information And Education

The County Forester participated in 1 adult program and 3 children's programs between July 2013 and June 2014.

- **Participated in Northview High School's FFA Food for America program.**
- Actively involved in Northview High School FFA.
- Pensacola and the unified command of Pensacola Naval Complex continue to receive recognition as Tree City USA through the National Arbor Day **Foundation's program.**
- Assisted with Regional FFA competition.
- Conducted Arbor Day Tree planting at Northview High School and at Tate High School.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6831

County Administrator's Report 10.3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/09/2014

Issue: Request for Disposition of Property

From: Pam S. Allen, Administrative Assistant

Organization: Tax Collector of Escambia County

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collector's Office - Janet Holley, CFC, Escambia County Tax Collector

That the Board approve the three Request for Disposition of Property Forms for the Escambia County Tax Collector's Office, for property which is described and listed on the Disposition Forms, with reason for disposition stated. The listed items on the first two RFDs have been found to be of no further usefulness to the County/Tax Collector, as a result of the flood in April 2014 and have been disposed of by an independent contractor after approval by Risk Management; thus, it is requested that the items be removed from the Tax Collector's Fixed Assets Inventory for the Warrington location. The item on the third RFD is outdated and found to be of no further usefulness to the County/Tax Collector.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the Tax Collector/County, and suitable to be auctioned or properly disposed.

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 II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

RFDs

1 of 3

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector

COST CENTER NO: _____

Jennifer Miles

DATE: September 15, 2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Phone No:

438-6500 x3244

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-------------|-----------------|---------------------|---------------|-------|------|------------------------|
| N | 042637-000 | File Lateral | N/A | 8M01 | 1994 | Total loss/April flood |
| N | 042638-000 | File Lateral | N/A | 8M01 | 1994 | Total loss/April flood |
| N | 055337-000 | Workstation | N/A | N/A | 2005 | Total loss/April flood |
| N | 055338-000 | Workstation | N/A | N/A | 2005 | Total loss/April flood |
| N | 055339-000 | Workstation | N/A | N/A | 2005 | Total loss/April flood |
| N | 055340-000 | Workstation | N/A | N/A | 2005 | Total loss/April flood |

Disposal Comments: These items were declared a total loss as a result of the April flood. Removal of the items was authorized and was performed by an independent contractor. Property ID tags were not recovered.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name):

Janet Holley

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**

2 of 3

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Jennifer Miles DATE: September 15, 2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 438-6500 x3244

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-------------|-----------------|---------------------|---------------|-------|------|------------------------|
| N | 055341-000 | Workstation | N/A | N/A | 2005 | Total loss/April flood |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

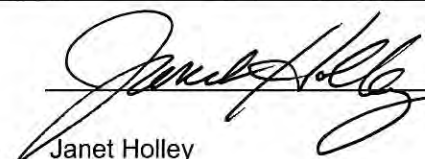
Disposal Comments: These items were declared a total loss as a result of the April flood. Removal of the items was authorized and was performed by an independent contractor. Property ID tags were not recovered.

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Janet Holley

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Jennifer Miles DATE: September 23, 2014
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Jennifer Miles Phone No: 850-438-6500 x3244

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-------------|-----------------|-------------------------|---------------|----------------|------|-----------|
| Y | 049142 | Optiplex GX110 Computer | 81SLOOB | Optiplex GX110 | 2000 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: Item functions, but there is no support. Item is outdated.

INFORMATION TECHNOLOGY (IT Technician): Bob Findley
Print Name

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

Computer is Ready for Disposition

Date: 9/23/14 Information Technology Technician Signature: Robert M. Findley

Date: 9/23/14
FROM: Escambia County Department Director (Signature): Robert M. Findley

Director (Print Name): Bob Findley, Chief Information Officer

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 _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6909

County Administrator's Report 10. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/09/2014

Issue: Request for Disposition of Property

From: Danielle Horton, Senior Information Systems Tech.

Organization: Escambia County Property Appraiser

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for Disposition of Property for the Office of the Escambia County Property Appraiser - Chris Jones, Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office, for the property which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

BACKGROUND:

Equipment is obsolete.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Property Appraiser

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Escambia County Property Appraiser COST CENTER NO: _____

Chris Jones, CFA _____ DATE: 9-24-14

Property Custodian (PRINT FULL NAME) _____

Property Custodian (Signature):  _____ Phone No: 850-434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-------------|-----------------|----------------------------|---------------|----------------|------|-----------|
| Y | 57905 | Xerox Phaser Color Printer | CXF334749 | 8560 MFP/N | 2008 | Bad |
| Y | 53436 | IBM Info 1372 | 9918HDO | Info 1372 | 2004 | Bad |
| Y | 52927 | Infoprint 1332 | 8812M3D | 4527-N01 | 2003 | Bad |
| Y | 58112 | Xerox Phaser MF Printer | CXF337470 | 8560MFP | 2008 | Bad |
| Y | 56788 | IBM Infoprint 1552 | 791736N | INFOPRINT 1552 | 2007 | Bad |

Disposal Comments: All Equipment has outlived its usefulness and repairability, and has been replaced with working equipment

INFORMATION TECHNOLOGY (IT Technician): Danielle Horton, Sr Info System Support Tech

 Print Name

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

Computer is Ready for Disposition _____

Date: 9/24/14 Information Technology Technician Signature:  _____

Date: 9/30/14
 FROM: Escambia County Department Director (Signature):  _____

Director (Print Name): Chris Jones

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6923

County Administrator's Report 10. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/09/2014

Issue: Disposition of Property

From: Darlene Howell, Library Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the West Florida Public Library - Darlene Howell, Library Administrator

That the Board approve the Request for Disposition of Property Form for the West Florida Public Library, for all items described and listed on the Request Form, with reason for disposition stated. The items were disposed of during the renovation and construction of the Pensacola Public Library in 2012.

BACKGROUND:

During the renovation and construction of the Pensacola Public Library and under the City of Pensacola's administration, these item were disposed of by the contractor per the construction contract. This was not reflected in the Property Inventory list provided to Escambia County by the City of Pensacola.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the West Florida Public Library will return the signed Disposition Form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the West Florida Public Library's inventory.

Attachments

WFPL Disposition of Property Request Form

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Library COST CENTER NO: 110501

Linda McVoy DATE: 9/19/2014
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda McVoy Phone No: 850-436-5033

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y/N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-----------|-----------------|--------------------------|---------------|-------|------|-----------|
| | | Please see attached list | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: These items were disposed while undergoing renovation and construction prior to the transition to County management

INFORMATION TECHNOLOGY (IT Technician): Felix Hotard
 Print Name

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

Computer is Ready for Disposition

Date: 9/19/14 Information Technology Technician Signature: [Signature]

Date: 9/19/14
 FROM: Escambia County Department Director (Signature): [Signature]

Director (Print Name): Darlene Howell

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 _____

RD: Renovation Disposal List

| Inventory | Asset # | Description | Asset Class | Purchase Date | Useful Life | Purchase Amount | Description/User Information |
|-----------|---------|-------------------------------------|-------------|---------------|-------------|-----------------|------------------------------|
| RD | 004051 | ULTRIFLEX WORKSTATION | hvyequip-g | 5/1/1993 | 1 | 4,558.13 | Pending BCC |
| RD | 003110 | BOOK & CATALOG DISPLAYERS | hvyequip-g | 4/1/1990 | 5 | 4,025.00 | Pending BCC |
| RD | 005328 | ALARM SYSTEM | hvyequip-g | 9/1/1995 | 5 | 3,868.00 | Pending BCC |
| RD | 000073 | BOOKCASES | hvyequip-g | 9/1/1974 | 0 | 3,439.67 | Pending BCC |
| RD | 008457 | TEXWOOD OAK CD MODULAR DISPLAY | hvyequip-g | 4/1/1999 | 1 | 3,237.72 | Pending BCC |
| RD | 011434 | EIKI PROJECTOR W/LENS&HARDWARE | hvyequip-g | 2/1/2004 | 5 | 3,133.50 | Pending BCC |
| RD | 005327 | CURB SIDE BOOK RETURN CART | hvyequip-g | 9/1/1995 | 5 | 2,879.95 | Pending BCC |
| RD | 004023 | WORKSTATION 3 POSITION-FURNITU | hvyequip-g | 5/1/1993 | 1 | 2,612.61 | Pending BCC |
| RD | 035823 | PATRIOT GOLD AUTO FOCUS CCTV/20" TV | electron-g | 9/1/2006 | 5 | 2,595.00 | Pending BCC |
| RD | 001999 | SHELVING-2-12FT SECT | hvyequip-g | 9/1/1983 | 0 | 2,468.00 | Pending BCC |
| RD | 004049 | CORNER UNIT | hvyequip-g | 5/1/1993 | 1 | 2,466.54 | Pending BCC |
| RD | 004032 | CORNER UNIT | hvyequip-g | 2/1/1993 | 5 | 2,466.53 | Pending BCC |
| RD | 008568 | DELL LATITUDE CPIA PENTIUM | computr-g | 9/1/1999 | 1 | 2,444.00 | Pending BCC |
| RD | 004037 | 3 POSITION CHAIR | hvyequip-g | 2/1/1993 | 5 | 2,440.35 | Pending BCC |
| RD | 004042 | 3 POSITION CHAIR | hvyequip-g | 2/1/1993 | 5 | 2,440.35 | Pending BCC |
| RD | 004219 | MULTI PURPOSE CORNER UNIT | hvyequip-g | 10/1/1993 | 5 | 2,409.83 | Pending BCC |
| RD | 000064 | BOOKCASES | hvyequip-g | 9/1/1974 | 0 | 2,381.31 | Pending BCC |
| RD | 010229 | DBL SIDED SHELVING | hvyequip-g | 9/1/2001 | 1 | 1,995.85 | Pending BCC |
| RD | 004642 | FAX MACHINE | hvyequip-g | 11/1/1994 | 5 | 1,981.00 | Pending BCC |
| RD | 002026 | BOOKDROP W/2 CARTS (NORTHEAST) | hvyequip-g | 9/1/1983 | 0 | 1,980.98 | Pending BCC |
| RD | 035758 | CKL 120-3 10 TON AIR CONDITION UNIT | equip-g | 7/1/2006 | 5 | 1,978.00 | Pending BCC |
| RD | 010209 | BBL SIDED SHELVING | hvyequip-g | 8/1/2001 | 1 | 1,914.85 | Pending BCC |
| RD | 004576 | LASER JET | computr-g | 9/1/1994 | 5 | 1,886.00 | Pending BCC |
| RD | 011433 | AUDIO SYSTEM INSTALLED | hvyequip-g | 2/1/2004 | 5 | 1,745.40 | Pending BCC |
| RD | 004038 | DESK MODULE | hvyequip-g | 2/1/1993 | 5 | 1,730.22 | Pending BCC |
| RD | 004039 | DESK MODULE | hvyequip-g | 2/1/1993 | 5 | 1,730.22 | Pending BCC |
| RD | 004040 | CHECK OUT DESK | hvyequip-g | 2/1/1993 | 5 | 1,730.22 | Pending BCC |
| RD | 004041 | CHECK OUT DESK | hvyequip-g | 2/1/1993 | 5 | 1,730.22 | Pending BCC |
| RD | 004203 | DESK MODULE | hvyequip-g | 10/1/1993 | 5 | 1,677.75 | Pending BCC |
| RD | 004232 | DESK MODULE | hvyequip-g | 10/1/1993 | 5 | 1,677.75 | Pending BCC |
| RD | 010716 | CORRY MICROFILM CABINET | hvyequip-g | 12/1/2002 | 5 | 1,644.71 | Pending BCC |
| RD | 000070 | BOOKCASES | hvyequip-g | 9/1/1974 | 0 | 1,600.00 | Pending BCC |
| RD | 000062 | FILE CABINET | hvyequip-g | 9/1/1974 | 0 | 1,500.00 | Pending BCC |
| RD | 003048 | SIGN SYSTEM / MAIN & BRANCH LI | hvyequip-g | 9/1/1989 | 10 | 1,484.00 | Pending BCC |
| RD | 005385 | BASE UNIT W/SHELVES | hvyequip-g | 9/1/1995 | 5 | 1,452.60 | Pending BCC |
| RD | 004629 | VERTICAL ROLL FILM CABINET | hvyequip-g | 10/1/1994 | 5 | 1,428.30 | Pending BCC |
| RD | 009775 | LASERJET 4050TN PRINTER | computr-g | 9/1/2000 | 1 | 1,403.00 | Pending BCC |

| Inventory | Asset # | Description | Asset Class | Purchase Date | Useful Life | Purchase Amount | Description/User Information |
|-----------|---------|-----------------------------|-------------|---------------|-------------|-----------------|------------------------------|
| RD | 007896 | BOOK RETURN | hvyequip-g | 3/17/1998 | 5 | 1,396.45 | Pending BCC |
| RD | 010008 | DELL OPTIPLEX PC | computr-g | 6/1/2001 | 1 | 1,369.90 | Pending BCC |
| RD | 008844 | HP LASERJET PRINTER | computr-g | 2/1/2000 | 1 | 1,306.00 | Pending BCC |
| RD | 008845 | HP LASERJET PRINTER | computr-g | 2/1/2000 | 1 | 1,306.00 | Pending BCC |
| RD | 008870 | HP LASERJET 4050TN PRINTER | computr-g | 2/1/2000 | 1 | 1,306.00 | Pending BCC |
| RD | 001778 | BOOKSTACK SECTIONS 5 | hvyequip-g | 9/1/1982 | 10 | 1,298.12 | Pending BCC |
| RD | 001754 | SHELVING, DBL FACE | hvyequip-g | 9/1/1982 | 0 | 1,295.29 | Pending BCC |
| RD | 010285 | BOOK RETURN CARTS | hvyequip-g | 9/1/2001 | 1 | 1,261.05 | Pending BCC |
| RD | 010284 | BOOK RETURN CARTS | hvyequip-g | 9/1/2001 | 1 | 1,261.04 | Pending BCC |
| RD | 004632 | ROLL FILM OVERFILE CABINET | hvyequip-g | 10/1/1994 | 5 | 1,258.79 | Pending BCC |
| RD | 008901 | HP LASERJET 4050TN PRINTER | computr-g | 2/1/2000 | 1 | 1,258.00 | Pending BCC |
| RD | 007810 | CD DISPLAY STARTER | hvyequip-g | 5/1/1998 | 5 | 1,249.97 | Pending BCC |
| RD | 002061 | SHELF UNIT | hvyequip-g | 10/1/1995 | 5 | 1,236.50 | Pending BCC |
| RD | 004229 | INDEX TABLE | hvyequip-g | 10/1/1993 | 5 | 1,212.38 | Pending BCC |
| RD | 004230 | INDEX TABLE | hvyequip-g | 10/1/1993 | 5 | 1,212.38 | Pending BCC |
| RD | 004231 | INDEX TABLE | hvyequip-g | 10/1/1993 | 5 | 1,212.38 | Pending BCC |
| RD | 004050 | PATRON TRANSACTION STATION | hvyequip-g | 5/1/1993 | 1 | 1,193.07 | Pending BCC |
| RD | 004031 | TRANSACTION STATION | hvyequip-g | 2/1/1993 | 5 | 1,193.06 | Pending BCC |
| RD | 010717 | TEXWOOD CD/DVD DISPLAY | hvyequip-g | 12/1/2002 | 5 | 1,162.46 | Pending BCC |
| RD | 010722 | TEXWOOD OAK CD/DVD DISPLAY | hvyequip-g | 1/1/2003 | 5 | 1,162.46 | Pending BCC |
| RD | 010228 | 4-TOWER DISP W/5 SHELVES | hvyequip-g | 9/1/2001 | 1 | 1,159.00 | Pending BCC |
| RD | 000063 | BOOKCASES | hvyequip-g | 9/1/1974 | 0 | 1,058.36 | Pending BCC |
| RD | 010293 | DELL COMPUTER GX150 DESKTOP | computr-g | 9/1/2001 | 1 | 1,047.00 | Pending BCC |
| RD | 010295 | DELL COMPUTER GX150 DESKTOP | computr-g | 9/1/2001 | 1 | 1,047.00 | Pending BCC |
| RD | 010299 | DELL COMPUTER GX150 DESKTOP | computr-g | 9/1/2001 | 1 | 1,047.00 | Pending BCC |
| RD | 010004 | DELL COMPUTER DESKTOP | computr-g | 9/1/2001 | 1 | 1,015.00 | Pending BCC |
| RD | 010006 | DELL COMPUTER DESKTOP | computr-g | 9/1/2001 | 1 | 1,015.00 | Pending BCC |
| RD | 010050 | DELL COMPUTER DESKTOP | computr-g | 9/1/2001 | 1 | 1,015.00 | Pending BCC |
| | | | | | | | |



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6880

County Administrator's Report 10. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/09/2014

Issue: United Way of Escambia County - "Day of Caring" - October 10, 2014

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the United Way of Escambia County "Day of Caring" on October 10, 2014 - Thomas Turner, Human Resources Department Director

That the Board support the annual "Day of Caring," sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 10, 2014, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

BACKGROUND:

United Way's Day of Caring has become Escambia County's premier "hands-on" opportunity to help people and community service agencies. This event brings people from all segments of the business, government, and military communities together to perform needed volunteer projects at local non-profit organizations. Volunteers will do a variety of tasks for those most in need of our community. Each year, many companies, governmental agencies and the military allow their employees this opportunity to help the community and complete numerous projects at United Way funded agencies.

BUDGETARY IMPACT:

Any employee participating in this activity is already included in the current budget of their respective divisions. In lieu of the employee utilizing annual leave, the hours involved in the "Day of Caring" would be reported as administrative leave.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Division managers will determine employee participation considering the workload of their divisions and staffing requirements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Should the Board authorize administrative leave for this activity, it will be in accordance with other categorical areas giving service to the public and the community.

IMPLEMENTATION/COORDINATION:

County employee participation will be coordinated with the United Way "Day of Caring" Committee and will be the responsibility of the Event Coordinator. Employee participation will be documented and confirmation will be provided to the respective divisions for payroll purposes.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6867

County Administrator's Report 10. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/09/2014

Issue: Acceptance of Quitclaim Deed from Bellview Volunteer Firemen's Association, Inc.

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of a Quitclaim Deed from Bellview Volunteer Firemen's Association, Incorporated - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the acceptance of the Quitclaim Deed from Bellview Volunteer Firemen's Association, Incorporated:

- A. Accept the Quitclaim Deed from the Bellview Volunteer Firemen's Association;
- B. Authorize the Chairman to sign the Deed and any other documents necessary to complete the transaction; and
- C. Authorize payment of the incidental expenses associated with recording the Deed in the Public Records.

BACKGROUND:

In 1979, the County conveyed property to Bellview Volunteer Firemen's Association, Inc. The Deed included a reverter clause so that the property would automatically revert with the County if the Association stopped using it for firefighting purposes. The building is no longer used as a fire station and this Quit Claim Deed will revert the property to the County.

BUDGETARY IMPACT:

Only incidental expenses associated with recording the deed in public records.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Stephen G. West drafted the Deed and approved the document as to form and legal sufficiency on September 16, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Acceptance of Deeds requires approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Once approved the County Attorney's Office will execute the required documents.

Attachments

Completed Maywood Deed

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 08 day of September, 2014, by and between Bellview Volunteer Firemen's Association, Incorporated, a Florida non-profit corporation, whose address is 7009 Pine Forest Road, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor, for good and valuable consideration, quitclaims to Grantee and Grantee's successors and assigns forever, all right, title, and interest in and to the following described land in Escambia County, Florida:

LEGAL DESCRIPTION – See attached Exhibit A.

Parcel Identification Number: 39-1S-31-3203-000-000

This quitclaim deed is conveyed to acknowledge that Grantor has ceased to use the property as a public fire station and that Grantee has exercised its right to re-enter and re-take the property as provided in deed recorded in Official Record Book 1326 at page 845 of the public records of Escambia County, Florida, and confirm that all right, title, and interest in and to the property, and to the improvements thereon, have reverted to and revested in Grantee.

(INTENTIONALLY LEFT BLANK)

SIGNED in the presence of:

GRANTOR:

BELLVIEW VOLUNTEER FIREMEN'S
ASSOCIATION, INCORPORATED

Witness PATRICK T. GRACE

Print Name Patrick T. Grace

Witness JON P WILLIAMS

Print Name Jon P. Williams

By [Signature]
Richard Fulton, President

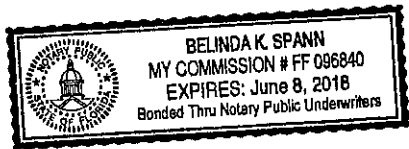
STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 8 day of September, 2014, by Richard Fulton, as president of Bellview Volunteer Firemen's Association, Incorporated. He is personally known to me, () produced current _____ as identification.

[Signature]
Signature of Notary Public

Belinda K. Spann
Printed Name of Notary Public

(Notary Seal)



This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Administrator
Date Sept. 16, 2014

ACCEPTANCE

This Quitclaim Deed was accepted by Escambia County, Florida, on the _____ day of _____, 2014, as authorized by the Board of County Commissioners at its meeting held on the _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(Seal)

EXHIBIT A

From a point of beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 39, Township 1 South, Range 31 West, run West 127 feet to a point; thence run North 660 feet to a point; thence run East 127 feet to a point; thence run South 660 feet more or less to the point of beginning of this description, all lying and being in Section 39, Township 1 South, Range 31 West, Escambia County, Florida, and containing 1.92 acres more or less.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6800

County Administrator's Report 10. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/09/2014

Issue: EMS Certificates of Public Convenience and Necessity

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation (formerly Baptist Hospital LifeFlight), and Sacred Heart Children's Hospital, effective January 1, 2015, through December 31, 2015; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

BACKGROUND:

In accordance with Florida Statutes, Chapter 401 and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS) or Basic Life Support (BLS) service. Atmore Ambulance Service, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation (formerly Baptist Hospital LifeFlight), and Sacred Heart Children's Hospital NeoNatal and Pediatric Transport Van currently hold a Certificate of Public Convenience and Necessity and have requested renewal. Ordinance 2009-37 authorizes the Board to issue renewals of the certificates when such are found to be of public convenience and necessity.

Following are descriptions of the five providers, the unique service each offers which provides public convenience and necessity, and their coverage area within the county:

1. Atmore Ambulance, Inc. provides ALS services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions. It also provides BLS non-emergency transports to all of Escambia County.
2. Escambia County Public Safety Department provides ALS ground response to the entire County to include all ALS and BLS transfers.
3. Lifeguard Ambulance Service of Florida, LLC provides ambulance ground transportation for patients between their aircraft and Pensacola hospitals, as well as provides out-of-county ambulance transports in support of its air operations. It also provides BLS non-emergency transports to all of Escambia County.
4. Rocky Mountain Holdins, LLC dba air Methods Corporation provides ALS air response transportation to the entire area of Escambia County. Air Methods is a support agency to Escambia County Public Safety/EMS and is primarily used for rapid response and transportation of critically ill or injured patients.
5. Sacred Heart Children’s Hospital provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CONs

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Altmore Ambulance, Inc. has requested authorization to provide
Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services
to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide ALS
Transport services with limitations as prescribed on this certificate. (BIS, ALS-
transport,
non-transport) ALS

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2015

Date of Expiration December 31, 2015
Unless certificate is sooner revoked or
suspended)

Limitations: JURISDICTION: Provide Advanced Life Support services to the portions of
Escambia County served by the Davidsville and Walnut Hill telephone extensions.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

_____ Board of County Commissioners
Lumon J. May, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Altmore Ambulance, Inc. has requested authorization to provide
Basic Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services
to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide BLS Transport
services with limitations as prescribed on this certificate. (BLS, ALS-transport,
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2015

Date of Expiration December 31, 2015
Unless certificate is sooner revoked or
suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Lumon J. May, Chairman
BCC Approved: _____

PUBLIC SAFETY BUREAU
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2015

Date of Expiration December 31, 2015
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

Deputy Clerk

Board of County Commissioners
Lumon J. May, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC, has requested authorization to provide Basic Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide BLS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2015 Date of Expiration December 31, 2015
(Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Deputy Clerk Board of County Commissioners
Lumon J. May, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC, has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support) services to the citizens of Escambia County; and WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to provide ALS Transport (BIS, ALS-transport, ALS non-transport) services with limitations as prescribed on this certificate.

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2015 Date of Expiration December 31, 2015
(Unless certificate is sooner revoked or suspended)

Limitations: Provide ambulance ground transportation under this limited Certificate of Public Convenience and Necessity for patients between their aircraft and Pensacola hospitals as well as provide out of county ambulance transports in support of its air operations.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Limon J. May, Chairman
BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Rocky Mountain Holdings, LLC, dba Air Methods Corporation has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (ADVANCED LIFE OF BASIC LIFE SUPPORT)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide AIS Transport services with limitations as prescribed on this certificate. (AIS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2015 Date of Expiration December 31, 2015
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County SPECIAL CONDITIONS: Will respond to calls when requested by Escambia County Communications Dispatch or Emergency Medical Services on-scene paramedic or as listed in special operating procedures agreed to by Escambia County Emergency Medical Services and Air Methods Corporation.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Lumon J. May, Chairman

BCC Approved: _____

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Sacred Heart Children's Hospital has requested authorization to provide
Advanced Life Support services to the citizens of Escambia County; and
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services
to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a
Certificate of Public Convenience and Necessity to said Company to provide ALS Transport
services with limitations as prescribed on this certificate. (BLS, ALS-transport,
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered
recommendations of affected municipalities.

Date Issued January 1, 2015 Date of Expiration December 31, 2015
Unless certificate is sooner revoked or
suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Deputy Clerk Board of County Commissioners
Lumon J. May, Chairman

BCC Approved: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6918

County Administrator's Report 10. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/09/2014

Issue: 9:11 a.m. Public Hearing Request - Legacy Oaks Subdivision Street Lighting MSBU

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

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

That the Board authorize the scheduling of a Public Hearing on October 16, 2014, at 9:11 a.m., to consider adoption of an Ordinance creating the Legacy Oaks Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

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

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6962

County Administrator's Report 10. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/09/2014

Issue: Request for Disposition of Property for the

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the County Administrator's Office - Jack R. Brown, County Administrator

That the Board approve the three Request for Disposition of Property Forms for the County Administrator's Office, for property which is described and listed on the Disposition Forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County Administrator's Office; thus it is requested that they be auctioned as surplus or properly disposed of.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition Forms

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Information Technology COST CENTER NO: 270102

David Musselwhite DATE: 10/01/14
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: (850) 595-4947

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:


| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-------------|-----------------|---------------------|---------------|--------|------|-----------|
| Y | 55355 | Lanier Copier | 6020016 | LD335C | 2006 | Poor |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: End of Life (limited parts available to repair the copier)

INFORMATION TECHNOLOGY (IT Technician): DAVID MUSSELWHITE
 Print Name

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

Computer is Ready for Disposition

Date: 10/01/14 Information Technology Technician Signature: 

Date: 10-1-14
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Angela Crawley

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: October 9, 2014

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

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Public Information COST CENTER NO: 380201
Angela Crawley, Program Coordinator DATE: 09/13/14
 Property Custodian (PRINT FULL NAME)
 Property Custodian (Signature): Angela Crawley 9/13/14 Phone No: (850) 595-4947

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-------------|-----------------|------------------------------|---------------|--------------|------|-----------|
| Y | 058199 | Latitude 610 Laptop Computer | JC073B1 | Latitude 610 | 2008 | Fair |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): DAVID MUSSELWHITE
 Print Name

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

Computer is Ready for Disposition

Date: 9/17/14 Information Technology Technician Signature: DAVID MUSSELWHITE

Date: _____
 FROM: Escambia County Department Director (Signature): Angela Crawley
 Director (Print Name): Angela Crawley

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

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: County Administration COST CENTER NO: 110302
Angela Crawley, Program Coordinator DATE: 09/13/14
 Property Custodian (PRINT FULL NAME)
 Property Custodian (Signature): Angela Crawley 9/13/14 Phone No: (850) 595-4947

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|-------------|-----------------|---------------------|---------------|-----------------|------|-----------|
| Y | 054764 | Computer | J2T7091 | Optiplex GX 620 | 2006 | Fair |
| Y | 054920 | Infocus Projector | ANEL61100311 | LP70+ | 2006 | Fair |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): DAVID MUSSELWHITE
 Print Name

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

Computer is Ready for Disposition

Date: 9/17/14 Information Technology Technician Signature: [Signature]

Date: _____
 FROM: Escambia County Department Director (Signature): Angela Crawley
 Director (Print Name): Angela Crawley

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 _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6864

County Administrator's Report 10. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: State-Funded Subgrant Agreement, Contract Number
15-CP-11-01-27-01-XXX

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State-Funded Agreement to Update the Hazardous Materials Facility Analysis Data - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 15-CP-11-01-27-01-XXX:

A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount up to \$9,865, to update the Hazardous Materials Facility Analysis Data, for the period ending June 30, 2015; and

B. Authorize the Chairman or Vice Chairman to execute the Subgrant Agreement and all related documents as required to implement this Subgrant.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (19) Mandated Conditions, sub-section (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

BACKGROUND:

The State of Florida Division of Emergency Management (FDEM) contracts with Escambia County each year to update the local Hazardous Materials Site-Specific Analysis for facilities that use, store, and/or manufacture hazardous materials. Upon approval of this Subgrant Agreement, the Escambia County Division of Emergency Management will be reimbursed up to \$9,865 for providing contract deliverables in the effort to update this data by June 30, 2015.

BUDGETARY IMPACT:

State funds are being provided in an amount up to \$9,865 with no local match requirement, administrative expenses are not authorized. Funds for this grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330323.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has certified that this Subgrant Agreement is approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require grant contracts be approved by it.

IMPLEMENTATION/COORDINATION:

Coordination of this Subgrant will be between FDEM and Escambia County Division of Emergency Management, along with site inspections coordinated with local hazardous materials facilities.

Attachments

HAZMAT Grant Contract #15-CP-11-01-27-01-XXX

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end June 30, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this

Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this

Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as

required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous

agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Paul Wotherspoon
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9913, Cell 850-528-8975
Fax: 850-488-6250
Email: paul.wotherspoon@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
6575 North "W" Street
Pensacola, Florida 32505
850-471-6409
850-471-6455 fax
jsdosh@myescambia.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope of Work and Deliverables

Attachment B – Program Statutes and Regulations

Attachment C – 302 Facility List

Attachment D – Invoice

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H -- Statement of Assurances

Attachment I – Facility Checklist and CAMEO Guide

Attachment J – Site Visit Certification Form

Attachment K – Statement of Determination

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$9,865.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash

needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the

requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the

discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

**Board of County Commissioners
Escambia County, Florida**

By: _____

Name and title: Lumon J. May, Chairman

Date: _____

FID# 59-6000598-168

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 9/12/14

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

Deputy Clerk

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

Date BCC Approved: _____
Date BCC Executed: _____

By: _____

Name and Title: Bryan W. Koon, Director, Florida Division of Emergency Management

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -

\$ (N/A)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Florida Hazardous Materials Planning and Prevention Program

Catalog of State Financial Assistance number 31.067

\$9,865.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Emergency Planning and Community Right to Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA).
2. Florida Emergency Planning and Community Right to Know Act, Chapter 252, Part II, Florida Statutes.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5) (a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A SCOPE OF WORK

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the state level, the Florida Division of Emergency Management (DEM) services as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of DEM, the State Emergency Response Commission on Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for state and federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of 23 Governor-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

At the district level, Regional Planning Councils (RPCs) each oversee a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and/or transportation.

At the local level, each Florida's 67 counties performs a hazards analysis (county may elect to contract to the RPC or qualified vendor). The county hazards analysis is used as input to the LEPC Emergency Response Plan for Hazardous Substances required under EPCRA and encompasses identification of facilities and transportation routes of extremely hazards substances (EHS), description of emergency response procedures, designation of a community coordinator and facility emergency coordinator(s) to implement the plan, outline of emergency notification procedures, description of how to determine the probable affected area and population by releases, description of local emergency equipment and facilities and the persons responsible for them, outline of evacuation plans, a training program for emergency responders, and methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient, as county can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The county, or its qualified designee, shall update the hazards analysis for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment C that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined below for each facility listed in Attachment C. The primary guidance documents are Attachment I (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at: <http://www.epa.gov/emergencies/docs/chem/tech.pdf>. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.

C. Conduct an on-site visit at each Attachment C facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's latest CAMEO*fm* version 3.0.1 (download from): <http://www.epa.gov/emergencies/content/cameo/index.htm>. Each facility hazards analysis shall include, but is not limited to, the following items:

1. Facility Information (CAMEO*fm* Facility Page)

- (a) Enter the facility name (per Attachment C) in the Facility Name field.
- (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.
- (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.
- (d) Enter the maximum number of employees present at the facility at any given time in the Number of Employees on Site field of the ID Codes tab. (a minimum of one is required for unmanned facilities)
- (e) Enter the Facility phone number in the Facility Phones tab field.
- (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.
- (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.
- (h) Enter the route(s) used to exit the Vulnerable Zone(s) in the notes tab of the Facility Page.
- (i) Enter any past releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include date, time, chemical name/quantity and number of persons injured or deaths (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

2. Hazard Identification (CAMEO*fm* Chemical in Inventory Page)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.
- (b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.

- (c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (**this is the release amount used to determine the Vulnerable Zone**).
- (d) Choose the appropriate code from the drop down list for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.
- (e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens the *CAMEO_{fm}* Chemicals database.)

3. Vulnerability Analysis (*CAMEO_{fm}* Scenario Page)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.
- (b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.
- (c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
 - (1) Gases – 10 minutes
 - (2) Powders or solids in solution – 10 minutes
 - (3) Liquids – **No value shall be entered**
- (d) Enter the proper natural physical state of the chemical at room temperature in the physical state field. (as specified in *CAMEO_{fm}* Chemicals)
- (e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed (**don't enter a value in the Wind From field**) and Urban or Forest is recommended in the Ground Roughness field.
- (f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page (the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).
- (g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, *CAMEO_{fm}* will automatically estimate the extent of the vulnerable zone that may cause injury or death to human populations following an accidental release.
- (h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the vulnerable zone(s).
- (i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the vulnerable zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone(s), that shall be noted.

D. Supporting documentation in the form of Site Visit Certification Form, Statement of Determination or dated letter from the facility identifying the reason the EHS is no longer present shall be submitted to the Division which lists the facilities for which a hazards analysis was not completed.

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis.
2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment J) for each facility to the Division. (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV – additional info allowed but not required). **Add the site visit certification form to the Site Plan Tab of the CAMEO_{fm} Facilities Page for each facility visited or contacted.**

(a) On-Site visit exception for sulfuric acid (batteries), this exception does NOT apply to bulk storage of sulfuric acid.

(1) For facilities listed on Attachment C that report the presence of only sulfuric acid in batteries, an initial on-site visit is required and an on-site visit form (Attachment J) signed and dated by the facility representative and the Recipient shall be submitted to the Division.

(2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date and facility contact information the Recipient contacted. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous substance above TPQ.

(3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in batteries, subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit and submit a completed on-site visit form (Attachment J) to the Division.

3. **For each facility for which a hazard analysis is conducted, a site plan must be added to the site plan tab of the CAMEO_{fm} Facilities Page.** (file name must contain at minimum the SERC number if applicable and SP – if SERC number is not available facility name and SP – additional info allowed but not required) The site plan shall contain sufficient information to provide situational awareness and at a minimum include:

(a) Location of major building(s)

(b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.

(c) Name and location of street(s)

(d) Identify pertinent access and egress point(s)

(e) Note any additional features pertinent to hazmat and medical response

F. Ensure that the Hazards Analysis information is reflected in the County Local Mitigation Strategy.

**ATTACHMENT A
DELIVERABLES AND PERFORMANCE**

| Deliverable # | Deliverables | Minimum Performance | Price | Comments |
|---------------|--|---|---|---|
| 1 | Within 30 days of receipt of the executed contract submit electronically, 3 sample CAMEO hazard analyses chosen from facilities identified in Attachment C. Must be in compliance with Section C of the Scope of Work. | 1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. | No payment | |
| 2 | Not later than February 1, 2015 provide complete CAMEO files in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. | 1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date / time facility was called and the person that responded to the EPCRA inquiries. | 1. Fixed price- base \$750 2. \$110.00 per correctly completed facility CAMEO file. 3. Pro-rata payment per facility based upon percentage of Attachment C facilities compared to total facilities for the award period. (Number of Attachment C facilities against the total facilities to be visited statewide) | No payment will be made for incomplete, incorrect or inaccurate CAMEO facility files. Payment will be pro-rated (number of correct facilities against total facilities submitted) for correct facility files. |
| 3 | Not later than May 1, 2015 provide complete CAMEO files, in compliance with Section C, Scope of Work, on 50% of facilities identified in Attachment C. Include a list of facilities visited. | 1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date / time facility was called and the person that responded to the EPCRA inquiries. | 1. Fixed price- base \$750 2. \$110.00 per correctly completed facility CAMEO file. 3. Pro-rata payment per facility based upon percentage of Attachment C facilities compared to total facilities for the award period. (Number of Attachment C facilities against the total facilities to be visited statewide) | No payment will be made for incomplete, incorrect or inaccurate CAMEO facility files. Payment will be pro-rated (number of correct facilities against total facilities submitted) for correct facility files. |

**ATTACHMENT A
DELIVERABLES AND PERFORMANCE**

| Deliverable # | Deliverables | Minimum Performance | Price | Comments |
|---------------|---|--|--------------------------------------|--|
| 4 | <p>1. Not later than June 15, 2015 provide completed Hazards Analysis (CAMEO File) to the Local Emergency Planning Committee and provide DEM with transmittal. Notify first responders and Attachment C facilities of the availability of the file. Provide DEM with transmittal.</p> | <p>1. Provide a complete correct copy of the approved hazards analysis file (Completed CAMEO file in compliance with Section C, Scope of Work) to the Local Emergency Planning Committee (LEPC) and provide the Division with a copy of the transmittal letter. 2. Notify all Attachment C facilities and first responders of the availability of the hazards analysis information, and make that information available upon request. Submit a copy of the notification to the Division.</p> | <p>1. 10% of the contract amount</p> | <p>Payment will not be made without required transmittal and notification letters/E-mails.</p> |

Attachment B
Program Statutes and Regulations

1. Emergency Planning and Community Right to Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA).
2. Florida Emergency Planning and Community Right to Know Act, Chapter 252, Part II, Florida Statutes.

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2014-2015

| SERC # | Facility Name / Address | County | EHS Chemical | Contact Number |
|--------|--|----------|---------------|--------------------------------|
| 964 | Airgas Nitrous Oxide 650 Chemstrand Road Cantonment, 32533 | Escambia | Sulfuric Acid | Rex Walz 850-968-8832 |
| 946 | Ascend Performance Materials 3000 Old Chemstrand Road Pensacola, 32533 | Escambia | Chlorine | Janet Noble 850-968-7250 |
| 5145 | Bellsouth-31347 5575 Larimer Street Pensacola, 32507 | Escambia | Sulfuric Acid | Sara Buford 904-259-9921 |
| 19837 | Bellsouth-31472 515 South Old Corrie Field Road Pensacola, 32507 | Escambia | Sulfuric Acid | Sara Buford 904-259-9921 |
| 5149 | Bellsouth-31709 521 Muscogee Road Cantonment, 32533 | Escambia | Sulfuric Acid | Sara Buford 904-259-9921 |
| 5148 | Bellsouth-36027 6913 Pine Forest Road Pensacola, 32516 | Escambia | Sulfuric Acid | Sara Buford 904-259-9921 |
| 38802 | Buffalo Rock-Pensacol 8801 Grow Drive Pensacola, 32514 | Escambia | Sulfuric Acid | George Kelly 205-942-3435 |
| 922 | Carex Advanced Fabrics 610 Chemstrand Road Cantonment, 32533 | Escambia | Sulfuric Acid | Bart Warner 850-937-3346 |
| 32121 | Coca-Cola Refreshments 7330 North Davis Highway Pensacola, 32504 | Escambia | Sulfuric Acid | Terry Murphy 850-501-9573 |
| 29765 | Crowne Communications - Camelot 3341 Mclemore Drive Pensacola, 32514 | Escambia | Sulfuric Acid | Monica Gambino 724-416-2000 |

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2014-2015

| | | | | |
|-------|--|----------|-------------------|---------------------------------|
| 30745 | E C U A - Davis Well Plant 6661 North Davis Highway Pensacola, 32504 | Escambia | Chlorine | Kerry Langley 850-476-5110 |
| 6609 | E C U A - Montclair 3 Well Plant 5629 Talquin Drive Pensacola, 32506 | Escambia | Chlorine | Kerry Langley 850-476-5110 |
| 15101 | ExxonMobil Chemical Company 604 Chemstrand Road Cantonment, 32533 | Escambia | Sulfuric Acid | Randy White 850-968-3900 |
| 33650 | Goldring Gulf Distributors-Pensacola 675 South Pace Boulevard Pensacola, 32501 | Escambia | Sulfuric Acid | J Ebbitt 850-444-7459 |
| 6951 | Grocery Supply Acquisition 4150 West Blount Street Pensacola, 32505 | Escambia | Ammonia | Anthony Kimmons 850-501-0541 |
| 5851 | Gulf Power-Pine Forest Facility 9920 Pine Forest Road Pensacola, 32520 | Escambia | Sulfuric Acid | Kevin Beatty 850-336-6651 |
| 7327 | Hill Kelly Dodge 6171 Pensacola Boulevard Pensacola, 32505 | Escambia | Sulfuric Acid | Bill McGinnis 850-476-9078 |
| 22063 | Hitachi Cable Automotive Products 9101 Ely Road Pensacola, 33514 | Escambia | Sulfuric Acid | Wayne Jones 850-473-4200 |
| 857 | International Paper-Pensacola Paper Mill 375 Muscogee Road Cantonment, 32533 | Escambia | Hydrogen Peroxide | John Taylor 850-968-4258 |
| 32587 | Lewis Bear-Pensacola 6120 Enterprise Drive Pensacola, 32505 | Escambia | Sulfuric Acid | Mark Taylor 850-434-8612 |
| 21649 | MCI-PENNFL 1490 East Nine Mile Road Pensacola, 32514 | Escambia | Sulfuric Acid | Kelly Jones 850-475-7463 |

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2014-2015

| | | | | |
|-------|--|----------|-------------------|----------------------------------|
| 36000 | Navy Federal Credit Union 5550 Heritage Oaks Drive Pensacola, 32526 | Escambia | Sulfuric Acid | Robert Parkhurst 850-912-0007 |
| 21304 | Pensacola Christian College 250 Brent Lane Pensacola, 32503 | Escambia | Hydrogen Fluoride | Timothy Tate 850-572-1679 |
| 31601 | Pensacola Pools-Pensacola 8514 Pensacola Boulevard Pensacola, 32534 | Escambia | Hydrogen Peroxide | Debra Stoddard 850-435-5556 |
| 7352 | Peoples Water Service - Well 3 34 Mindoro Circle Pensacola, 32507 | Escambia | Chlorine | Mark Cross 850-455-8552 |
| 7353 | Peoples Water Service - Well 4 4 Fleet Road Pensacola, 32507 | Escambia | Chlorine | Mark Cross 850-455-8552 |
| 7354 | Peoples Water Service - Well 5 498 Old Corry Road Pensacola, 32507 | Escambia | Chlorine | Mark Cross 850-455-8552 |
| 7356 | Peoples Water Service - Well 5 231 Delray Drive Pensacola, 32507 | Escambia | Chlorine | Mark Cross 850-455-8552 |
| 7355 | Peoples Water Service - Well 8 3960 Navy Boulevard Pensacola, 32507 | Escambia | Chlorine | Mark Cross 850-455-8552 |
| 30633 | Reddy Ice-Pensacola 1511 West Government Drive Pensacola, 32501 | Escambia | Ammonia | Lee Brown 850-433-2191 |
| 32181 | Regions Financial-Pensacola Call Center 5060 Commerce Park Circle Pensacola, 32505 | Escambia | Sulfuric Acid | Richard Ellis 877-459-2903 |

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2014-2015

| | | | | |
|-------|---|----------|---------------|-----------------------------------|
| 28688 | Sam's Club-8119 1250 Airport Road Pensacola, 32504 | Escambia | Sulfuric Acid | Rob Magin 850-484-7508 |
| 29080 | Sears Roebuck Auto Center-6156 7171 North Davis Highway Pensacola, 32504 | Escambia | Sulfuric Acid | Ken Quten 850-474-5400 |
| 32669 | Sprint-Pensacola Switch 3320 Bill Metzger Lane Pensacola, 32514 | Escambia | Sulfuric Acid | Cathy Jo Stafford 407-252-7732 |
| 988 | Town of Century-Well 1 8630 Blackmon Street Century, 32535 | Escambia | Chlorine | Stephen Ross 850-256-3208 |
| 10147 | Town of Century-Well 3 400 Teder Road Century, 32535 | Escambia | Chlorine | Stephen Ross 850-256-3208 |
| 10148 | Town of Century-WWTP 7350 Jefferson Avenue Century, 32535 | Escambia | Chlorine | Stephen Ross 850-256-3208 |
| 36582 | United States Postal-Pensacola PDC 1400 West Jordan Street Pensacola, 32501 | Escambia | Sulfuric Acid | Robert Frommel 850-434-9113 |
| 991 | University of West Florida 1100 University Parkway Pensacola, 32514 | Escambia | Sulfuric Acid | Peter Robinson 850-474-2435 |
| 28230 | Verizon Wireless-Olive MTSO 111 East Olive Road Pensacola, 32514 | Escambia | Sulfuric Acid | Jack Hyndman 504-846-6224 |

Attachment D

**FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE**

RECIPIENT: Escambia County

AGREEMENT# 15-CP-11-01-27-01-XXX

FEID#: 59-6000598-168

DUNS#: [REDACTED]

| | AMOUNT REQUESTED BY THE RECIPIENT | AMOUNT APPROVED BY THE DIVISION |
|--|---|---------------------------------------|
| 1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted) | \$ _____ | \$ _____ |
| 2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted) | \$ _____ | \$ _____ |
| 3. Final Payment (10% of contract amount) (Approval, distribution & notification) | \$ _____ | \$ _____ |
| TOTAL AMOUNT | \$ _____ | \$ _____ |

(To be completed by
the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

Signature of Authorized Official/Title

Date

| |
|---|
| TOTAL AMOUNT TO BE PAID AS OF _____ |
| THIS INVOICE \$ _____ |
| <u>(To be completed by the Division)</u> |

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

| |
|--|
| <p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p> |
|--|

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20__-20__ Anticipated Expenditures for First Three Months of Contract |
|---|--|
| <p><u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)</p> | |
| <p><u>For example</u> PROGRAM EXPENSES</p> | |
| TOTAL EXPENSES | |

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
 - (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
 - (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
 - (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
-
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

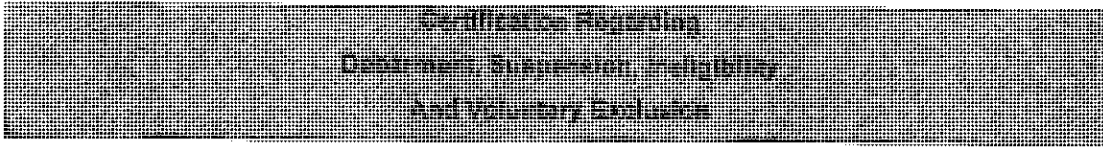
Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM – 5:00 PM Monday - Friday

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G



Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Escambia County

Recipient's Name

Name and Title

15-CP-11-01-27-01-XXX

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
7. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
8. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
9. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

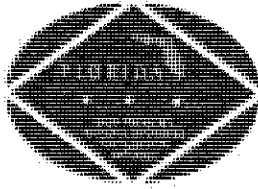
Attachment I

Hazard Analysis Contract Checklist and CAMEO*fm* Guide

| Facility Information (CAMEO<i>fm</i> Facility Page) | |
|---|--|
| | Facility Name {per Attachment C} (Facility Page) |
| | Facility Physical Address (Facility Page) |
| | Latitude and Longitude in Decimal Degrees {ex. 30.197, -84.3621} (Map Data Tab on Facility Page) |
| | Facility Phone Number (Facility Phones Tab on Facility Page) |
| | Facility Emergency Coordinator Name, Title and 24-hour Emergency Phone Number (Contact Tab on Facility Page) |
| | Transportation Route(s) {From County Line to the Facility} (Notes Tab on Facility Page) |
| | Evacuation Route(s) to exit the Vulnerable Zone (Notes Tab on Facility Page) |
| | Historical Accident Record {If none, please note} (Notes Tab on Facility Page) |
| | Facility Maximum Occupancy {a minimum of one is required for unmanned facilities} (ID Codes Tab on facility Page) |
| | |
| Hazard Identification (CAMEO<i>fm</i> Chemical In Inventory Page) (for each Extremely Hazardous Substance on site) | |
| | Proper Chemical Name(s) (Chemical in Inventory Page(s)) |
| | Chemical Abstract Service (CAS) Number (Chemical in Inventory Page(s)) |
| | Physical State in Storage {ex. mixture, pure, liquid, gas} (Chemical in Inventory Page(s), Physical State and Quantity Tab) |
| | Maximum Quantity On-site in Pounds (Chemical in Inventory Page(s), Physical State and Quantity Tab) |
| | Amount in Largest Container or Interconnected Containers (Chemical in Inventory Page(s), Physical State and Quantity Tab) |
| | Type/Design, Pressure and Temperature of Container(s) {cylinder, battery, ambient etc.} (Chemical in Inventory Page(s), Location Tab) |
| | Nature of the Hazard {ex. acute, chronic, fire, pressure, etc.} Chemical in Inventory Page(s), Physical State and Quantity Tab) |
| | |
| Vulnerability Analysis (CAMEO<i>fm</i> Scenario Page) (for each Extremely Hazardous Substance on site) | |
| | Enter maximum amount in largest container or interconnected containers in the Amount Released field (Scenario Description tab) |
| | Enter the concentration percentage in the Concentration field (Scenario Description tab) |
| | Enter Release Duration {10 minutes for gases, solids in solution or powders; no entry for liquids is required} (Scenario Description tab) |
| | Determine the natural Physical State {specified in CAMEO Chemicals} and enter into the Physical State field (Scenario Description tab) |
| | Weather Information - Use the weather default settings or enter average wind speed {don't enter a value in the Wind From field} and Urban or Forest is recommended in the Ground Roughness field. (Scenario Description tab) |
| | Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring {based upon release history & maintenance etc.} (Scenario Description tab) |
| | Extent of Vulnerable Zone {CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used} (Scenario Description tab) |
| | Enter estimate of Total Exposed Population (Notes Tab on Scenario Page(s)) |
| | Enter Critical Facilities {name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities} (Notes Tab on Scenario Page(s)) |
| | |
| On-Site Visits (for each Facility and within the Contract Period) | |
| | Site Visit Certification Form (Attached to Site Plan Tab on Facility Page) {file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV – additional info allowed but not required.} |
| | Site Plan (Attached to Site Plan Tab on Facility Page) {file name must contain at minimum the SERC number if applicable and SP – if SERC number is not available the facility name and SP – additional info allowed but not required.} |
| | Sufficient Detail to Identify: |
| | Location of Major Building(s) |
| | Name and Location of Extremely Hazardous Substance(s) {if extremely hazardous materials are co-located, noting EHS is acceptable} |
| | Name and Location of Street(s) |
| | Identify Pertinent Access and Egress Points |
| | Note Additional Features Pertinent to Hazardous Materials and Medical Response |
| | |

All data shall be submitted electronically via CAMEO*fm* version 3.0.1 in a .zip file format.

Attachment J



FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS
HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

Facility Name (Please print)

Street Address, City & Zip Code (Please print)

County (Please print)

Name of Facility Representative (Please print)

Facility Representative Signature

Site Visit Date

Site Visit Performed by (Please print)

Signature

Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Notes: _____

Check if facility representative was informed about using E-Plan (<https://erplan.net/eplan/login.htm>) for EPCRA on-line filing

Attachment K

STATEMENT OF DETERMINATION

| | | |
|--------------------------------|--------|---------------|
| Facility Name | | |
| Physical Address (Street only) | | |
| City | County | LEPC District |

I have determined that this facility is / is not subject to the following section(s) of EPCRA, Title III, for the reporting year(s) indicated (circle all applicable):

| SECTION | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|------------------|------|------|------|------|------|------|------|------|------|------|------|
| 302 / 303 | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N |
| 311 / 312 | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N |
| 313 | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N |

If "No" was indicated on any of the above, please check appropriate box(s) why:

| | | | | |
|--------------------------|--|--------------------------------------|--|------------------------|
| Sections 302/303 | Extremely Hazardous Substances (EHSs) are / were present only in amounts less than established Threshold Planning Quantities (TPQs). | | | |
| | No EHSs are Present. | | | |
| | No EHSs were present on-site during the year. | | | |
| Sections 311/ 312 | Hazardous chemicals/EHSs are/were present only in amounts below established reporting thresholds. | | | |
| | No hazardous chemicals/EHSs are/were present. | | | |
| | No hazardous chemicals were present on-site during the year. | | | |
| Section 313 | Not within covered SIC Codes. | | | |
| | Within covered SIC Codes, but less than ten (10) employees. | | | |
| | Within covered SIC Codes, but no Section 313 chemicals were present or were below Section 313 reporting thresholds. | | | |
| Other | Closed facility YES / NO | Chemicals removed YES / NO | Chemicals reduced below threshold/TPQ YES / NO | Date Effective: |
| | New Facility. Date chemicals brought on site meeting / exceeding TPQ: | | | |

Further explanation if necessary:

CERTIFICATION:
 I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws.

Name of owner / operator's authorized representative (printed):

Official Title (printed):

Signature: _____ Date signed: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6826

County Administrator's Report 10. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Supplemental Budget Amendment #3 - Payment in Lieu of Taxes Agreement (PILOT) with Sacred Heart Health System

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #3 Regarding the PILOT Agreement with Sacred Heart Health System - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #3, General Fund (001), in the amount of \$800,000, recognizing the proceeds from the Payment in Lieu of Taxes (PILOT) Agreement between Escambia County and Sacred Heart Health System, and appropriating these funds to make payments to the Agency for Health Care Administration (AHCA).

BACKGROUND:

The Board approved a PILOT agreement with Sacred Heart on September 23, 2014 that requires Sacred Heart to pay to the County a total of \$800,000. These funds will be appropriated to make payments to the Agency for Health Care Administration (AHCA) on behalf of Sacred Heart.

BUDGETARY IMPACT:

The County has approved a Payment In-Lieu of Taxes (PILOT) agreement with the Sacred Heart. As a result, Sacred Heart will pay the County a total of \$800,000. In 2012 the County executed an agreement with AHCA for \$2,125,000, which was 100% reimbursed by Sacred Heart through a PILOT agreement. The County only wound up paying a total of \$1,928,161 leaving \$196,839 in funds remaining. A portion of these funds remaining will be used to pay the difference between the total AHCA agreements, \$846,286, and the amount of the PILOT agreement, \$800,000. This supplemental budget amendment recognizes and appropriates the proceeds of this agreement, \$800,000 and moves the remaining amount \$46,286, from Reserves for Operating to make payments to AHCA.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

015sa003

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County and Sacred Heart Health System have entered into a PILOT agreement which allows Sacred Heart to contribute \$800,000 to the County, and these funds must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

| General Fund Fund Name | 1 Fund Number | | |
|---------------------------|------------------|--------------|------------------|
| Revenue Title | Fund Number | Account Code | Amount |
| Sacred Heart Health Group | 1 | 366007 | 800,000 |
| | | | |
| | | | |
| | | | |
| Total | | | \$800,000 |

| Appropriations Title | Cost Center | Account Code/ Project Number | Amount |
|-------------------------------|-------------|---------------------------------|------------------|
| Aids to Private Organizations | 001/110201 | 58201 | 846,286 |
| Reserves for Operating | 001/110201 | 59805 | (46,286) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$800,000 |

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#3



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6881

County Administrator's Report 10. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Supplemental Budget Amendment #4 - Beach Renourishment on Santa Rosa Island

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #4 - Beach Renourishment on Santa Rosa Island - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #4, Local Option Sales Tax III, Fund (352), in the amount of \$8,500,000, recognizing Loan proceeds and appropriating them to the Santa Rosa Island Authority (SRIA) to renourishment areas of Pensacola Beach.

BACKGROUND:

On September 25, 2014, the Board approved a resolution authorizing a financing in the amount of \$8,500,000. These funds will be transferred to the SRIA for the purpose of renourishing Pensacola Beach.

BUDGETARY IMPACT:

This supplemental budget amendment recognizes \$8,500,000 in loan proceeds. These funds will be transferred to the SRIA in 4 quarterly draws.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

015sa004

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received loan proceeds totaling \$8,500,000 for beach renourishment on Santa Rosa Island, and these proceeds must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

| <u>Local Option Sales Tax III</u> Fund Name | <u>352</u> Fund Number | | |
|---|----------------------------------|---------------------|--------------------|
| Revenue Title | Fund Number | Account Code | Amount |
| Loan Proceeds | 352 | 384004 | 8,500,000 |
| | | | |
| | | | |
| | | | |
| Total | | | \$8,500,000 |

| Appropriations Title | Cost Center | Account Code/ Project Number | Amount |
|-----------------------------|--------------------|---|--------------------|
| Aids to Government Agencies | 352/110272 | 58101/15PF3114 | 8,500,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$8,500,000 |

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#4



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6882

County Administrator's Report 10. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Supplemental Budget Amendment #5 - Debt Service Payments from the Santa Rosa Island Authority (SRIA)

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #5 - Debt Service Payments from SRIA - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #5, Debt Service Fund (203), in the amount of \$1,283,479, recognizing payments from the Santa Rosa Island Authority (SRIA), and appropriating these funds for the annual debt service on the 2014 Capital Improvement Revenue Loan, issued by the County to renourish areas of Pensacola Beach.

BACKGROUND:

On September 25, 2014, the Board approved an agreement with the SRIA requiring the SRIA to make all the debt service payments on the \$8,500,000 loan issued by the County for the purpose of financing beach renourishment on the Island.

BUDGETARY IMPACT:

This supplemental budget amendment recognizes payments from the SRIA and appropriates these funds to make the required principal and interest payments on this loan.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

015sa005

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has adopted an agreement with the Santa Rosa Island Authority requiring them to pay all the debt service costs on an \$8,500,000 bank loan issued to renourish areas of Pensacola Beach, and the annual debt service must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2015:

| Debt Service Fund Fund Name | 203 Fund Number | | |
|--------------------------------|--------------------|--------------|--------------------|
| Revenue Title | Fund Number | Account Code | Amount |
| Payments from SRIA | 203 | 338002 | 1,283,479 |
| | | | |
| | | | |
| | | | |
| Total | | | \$1,283,479 |

| Appropriations Title | Cost Center | Account Code/ Project Number | Amount |
|------------------------|-------------|---------------------------------|--------------------|
| Debt Service Principal | 203/1102xx | 57101 | 1,165,000 |
| Debt Service Interest | 203/1102xx | 57201 | 118,479 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$1,283,479 |

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Lumon J. May, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#5



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6916

County Administrator's Report 10. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Increase in the Property Appraiser's Fiscal Year 2014/2015 Budget

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #006 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #006, Property Appraiser, General Fund (001), in the amount of \$686, to cover a Florida Department of Revenue (DOR) final amendment, for an increase to the Property Appraiser's Budget for Fiscal Year 2014/2015. The DOR approves the Property Appraiser's Budget per Florida Statute 195.087.

BACKGROUND:

The DOR has approved a late adjustment to the Property Appraiser's Fiscal Year 2014/2015 Adopted Budget. This amendment allocates the proper level of funding to the Property Appraiser's Office for FY 2014/15.

BUDGETARY IMPACT:

There was an increase to the Property Appraiser's Budget in the amount of \$686.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC policy requires increases or adjustments to Constitutional Officer's Budgets to come before the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#006

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
006**

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/General Fund/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 | 686 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | \$686 |

**Transfer To: Fund 001/General Fund/Property Appraiser's Office
Fund/Department**

| <u>Account Title</u> | <u>Project Number</u> | <u>Cost Center</u> | <u>Account Code</u> | <u>Amount</u> |
|----------------------|-----------------------|--------------------|---------------------|---------------|
| Personal Services | | 510101 | 59702 | 686 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | \$686 |

Detailed Justification:

The Property Appraiser's Office has received one Final Amendment to the Proposed Fiscal Year 2014/2015 Budget from the Florida Department of Revenue (DOR).

DOR historically provides a final budget amendment after the BCC has adopted the New Fiscal Year's Budget annually. Increases or Adjustments to Constitutional Officer's Budgets must go before the BCC.

OMB Analyst

Management and Budget Dept Director

Budget Manager



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6895

County Administrator's Report 10. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Approval of Miscellaneous Appropriations Agreements

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreements for Fiscal Year 2014/2015 for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105:

1. African-American Heritage Society, Inc., in the amount of \$25,000;
2. Naval Aviation Museum Foundation, Inc., in the amount of \$100,000;
3. St. Michael's Cemetery Foundation of Pensacola, Inc., in the amount of \$25,000; and
4. West Florida Historic Preservation, Inc., in the amount of \$70,000;

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

C. Authorize the execution of the necessary Purchase Orders.

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 2014/2015 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

African-American Heritage Society Agreement

Naval Aviation Museum Agreement

St. Michael's Cemetery Agreement

West Florida Historic Preservation Board Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
AFRICAN-AMERICAN HERITAGE SOCIETY, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 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 African-American Heritage Society, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 200 East Church Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 59-3022641 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital force of historical preservation and saves and protects the County's unique historical legacy; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$25,000.00 to conduct a program generally described as:

African-American Heritage Society, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, 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 \$25,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, 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, 2015, 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: _____

AFRICAN-AMERICAN HERITAGE SOCIETY, INC.

By: C. Fraza
Title: board president

Attest:
Dani C. Menoz
Secretary

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

African-American Heritage Society, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE AFRICAN-AMERICAN
HERITAGE SOCIETY, INC.....

\$ 25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

African-American Heritage Society Yearly Programs including participating in the Pensacola Film Festival; Florida Black Heritage Trail Documentary Series, and the Downtown Arts Gallery Night.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.
- Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
NAVAL AVIATION MUSEUM FOUNDATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 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 Naval Aviation Museum Foundation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1750 Radford Boulevard, NAS, Pensacola, Florida 32507 and a Federal Tax Identification Number of 59-6178237 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Naval Aviation in Pensacola; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$100,000.00 to conduct a program generally described as:

Naval Aviation Museum Foundation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014 and will terminate on the 30th day of September 2015, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$100,000.00 for the program of activity payable annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, 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, 2015, 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: _____

NAVAL AVIATION MUSEUM FOUNDATION, INC.

By: W. A. Bowen
Title: CFO

Attest:
Charles E. Ellis
Secretary

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACF
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Naval Aviation Museum Foundation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC

EXPENSES ASSOCIATED WITH THE PROGRAM

FUNCTIONS OF THE NAVAL AVIATION MUSEUM

FOUNDATION, INC\$ 100,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Naval Aviation Museum Foundation, Inc. – funding related expenses for the Naval Aviation Museum for the Naval Flight Academy.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ST. MICHAEL'S CEMETERY FOUNDATION OF PENSACOLA, INC.**

THIS AGREEMENT is made and entered into this 1st day of October, 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 St. Michael's Cemetery Foundation of Pensacola, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at P. O. Box 13602, Pensacola, Florida 32591 and a Federal Tax Identification Number of 59-3641870 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$25,000.00 to conduct a program generally described as:

St. Michael's Cemetery Foundation of Pensacola, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

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4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, 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.

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Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, 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, 2015, 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: _____

ST. MICHAEL'S CEMETERY FOUNDATION OF PENSACOLA, INC.

By: Rose Pate

Title: President

Attest:

[Signature]
Secretary

This document approved as to form and legal sufficiency.

By: [Signature]

Title: [Signature]

Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

St. Michael's Cemetery Foundation of Pensacola, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF ST. MICHAEL'S CEMETERY
FOUNDATION OF PENSACOLA, INC

\$ 25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

St. Michael's Cemetery Foundation of Pensacola, Inc. will use the County funds for maintenance and Conservation of St. Michael's Cemetery, including gate operations fence repairs, masonry structure repairs, maintenance etc.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
WEST FLORIDA HISTORIC PRESERVATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 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 West Florida Historic Preservation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 120 Church Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 23-7009319 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$70,000.00 to conduct a program generally described as:

West Florida Historic Preservation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, 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 \$70,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, 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, 2015, 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: _____

WEST FLORIDA HISTORIC PRESERVATION, INC.

By: *J. Maygarden*
Title: *President/Chairman*

Attest:
Jane E. Dyant
Secretary

This document approved as to form and legal sufficiency.

By: *K. Alford*
Title: *PCA*
Date: *8/14/14*

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

West Florida Historic Preservation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE WEST FLORIDA HISTORIC
PRESERVATION, INC.....

\$ 70,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

West Florida Historic Preservation, Inc.

These funds assist in supporting the ongoing services provided to the County by the West Florida Historic Preservation, Inc. This includes historic preservation, changing exhibits, operation of Historic Pensacola Village, consultation with county staff and residents on preservation activities as well as research planning and grants. This funding demonstrates the county's contribution in response to UWF's appropriation of over \$650,000/year.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6903

County Administrator's Report 10. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Approval of Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of \$40,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

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

C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

The County makes payments 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 this Agreement is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2014/2015 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Keep Pensacola Beautiful Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
KEEP PENSACOLA BEAUTIFUL, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 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 Keep Pensacola Beautiful, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 3303 North Davis Highway, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1863230 (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 as a vital source of environmental action which preserves and protects the County's natural resources; 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 Solid Waste Management Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$40,000.00 to conduct the program generally described as:

Keep Pensacola Beautiful, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, 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 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". 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, 2015, 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: _____

KEEP PENSACOLA BEAUTIFUL, INC.

By: Curt Moore
Title: CHAIRMAN

Attest:
[Signature]
Secretary

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Self
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Keep Pensacola Beautiful, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF KEEP PENSACOLA BEAUTIFUL, INC.....\$ 40,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Keep Pensacola Beautiful, Inc.

- Beautification through free "Clunker Car and Appliance Removal" and "Adopt-A-Spot" programs.
- Write, publish and distribute our newsletter 3 times a year to approximately 4,000 residents in the County.
- Removes litter from Community streets, county parks, and various neighborhoods six mornings a week, utilizing Court Ordered Community Service volunteers.
- Assists neighborhood associations with cleanup projects by providing guidance, advice, resources, and labor (when possible).
- Coordinates the annual "Great American Cleanup" for the County. Event focuses on neighborhood cleanups, illegal dumpsite cleanups, recycling, and beautification projects.
- Assist the County's Community Redevelopment Agency in conducting weekly litter/debris site cleanup within the CRA designated areas.
- In conjunction with the Federation of Garden Clubs, we coordinate the annual Campus Pride competition and Clean & Green Cleanup Days schedule with Escambia County Schools.
- Coordinate with County's Code Enforcement Officers to assist the elderly, handicapped, etc.
- Manage the "Thumbs-Up" and "Proud Neighborhood" awards program, identifying area residences and businesses who exhibit real concern for their property's appearance through landscaping and maintenance.
- Beautification projects; tree giveaway in coordination with Florida Department of Forestry through grant.
- Coordinate with County schools in their plastic bottle recycling programs.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6905

County Administrator's Report 10. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Approval of Miscellaneous Appropriations Agreements for Outside Agencies

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreements for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of Fiscal Year 2014/2015 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Escambia-Pensacola Human Relations Commission, in the amount of \$84,265;
2. Wildlife Sanctuary of Northwest Florida, Inc., in the amount of \$30,951;
3. Council on Aging of West Florida, Inc., in the amount of \$38,000;
4. Escambia Community Clinics, Inc., in the amount of \$376,269;
5. Lakeview Center, Inc., in the amount of \$29,486; and
6. United Way of Escambia County, Inc. (211 Program), in the amount of \$33,250;

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

C. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payments 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 2014/2015 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pensacola-Escambia Human Relations Commission Agreement

Wildlife Sanctuary Agreement

Council on Aging Agreement

Escambia Community Clinics Agreement

Lakeview Center Agreement

United Way of Escambia County Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

THIS AGREEMENT is made and entered into this 1st day of October 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 Escambia-Pensacola Human Relations Commission, with administrative offices at 2257 North Baylen Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-1520834 (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 is responsible for the promotion of fair treatment and equal opportunity for all citizens of the County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2014/15(October 1 through September 30), the sum of \$84,265.00 to conduct the program generally described as:

Escambia-Pensacola Human Relations Commission

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014 and will terminate on the 30th day of September 2015, 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 \$84,265.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". 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, 2015, 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, 2015, 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: _____

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

By: Mylin G. Tisdale
Title: Chairman

Shirley Hale
Witness
John P. C.
Witness

This document approved as to form and legal sufficiency.

By: [Signature]
Title: [Signature]
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Escambia-Pensacola Human Relations Commission

APPROVED BUDGET

SALARIES AND BENEFITS ASSOCIATED
WITH THE ESCAMBIA-PENSACOLA HUMAN
RELATIONS COMMISSION

\$ 84,265.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia-Pensacola Human Relations Commission: to promote fair treatment and equal opportunity for all citizens of Escambia County.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 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 Wildlife Sanctuary of Northwest Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 105 North "S" Street, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-2222303 (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 provides to the citizens of Escambia County a valuable and necessary program to protect the County's wildlife resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$30,951.00 to conduct the program generally described as:

Wildlife Sanctuary of Northwest Florida, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014 and will terminate on the 30th day of September 2015, 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 \$30,951.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". 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, 2015, 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, 2015, 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: _____

WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

By: Larry Stein
Title: President of Board of Directors
WSNWF

Attest:
Debbie Bamernd
Secretary
SEC BOD
WSN WF

This document approved as to form and legal sufficiency.

By: K. H. H.
Title: ACF
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Wildlife Sanctuary of Northwest Florida, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE WILDLIFE SANCTUARY OF
NORTHWEST FLORIDA, INC

\$ 30,951.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Wildlife Sanctuary of Northwest Florida, Inc.

The Wildlife Sanctuary of Northwest Florida provides information, tours, presentations and a quarterly publication to the public. Through these services school children, senior citizens, physically and mentally challenged associations, church groups and the general public learn about their impact on Florida's wildlife so that they may make informed choices about how their everyday behavior affects the environment.

The mission of the Wildlife Sanctuary is to provide a safe haven for injured and orphaned wildlife, provide rehabilitation and release when possible and to foster public awareness and appreciation of wildlife. This is accomplished through the mobilization and direction of public, private and human resources to provide care, create natural habitats and promote wildlife preservation through education.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
COUNCIL ON AGING OF WEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 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 Council on Aging of West Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 875 Royce Street, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1373939 (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 provides essential programs and services to the elderly of West Florida to increase their independence; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$38,000.00 to conduct the program generally described as:

Council on Aging of West Florida, 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 1st day of October 2014, and will terminate on the 30th day of September 2015, 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 \$38,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, 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, 2015, 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

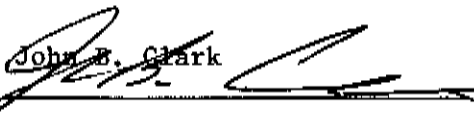
By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: John B. Clark

Title: President/CEO

Attest:

Melissa Chinn
Secretary

This document approved as to form and legal sufficiency.

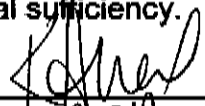
By: 
Title: ACIA
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Council on Aging of West Florida, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE COUNCIL ON AGING OF WEST
FLORIDA, INC.

\$ 38,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds will be used as local match for federal and state funded home and community based services for the elderly. The following sources provide funding:

- Older American's Act (federal)
- Corporation for National & Community Services (federal)
- Community Care for the Elderly (state)

The following programs operated by or through the Council on Aging of West Florida, Inc. are the recipients of state/federal funds:

- Meals-on-Wheels
- Congregate Meals
- Recreation
- Transportation
- Chore
- Home Care Services (Homemaking, Personal Care, Respite, Companionship, Escort, etc.)
- Adult Day Health Care
- Screening and Assessment
- Case Management
- Case Aide
- Caregiver Program
- Facility-based Respite
- Foster Grandparents
- Senior Companions
- Retired Senior & Volunteer Program (RSVP)

This appropriation will assist in the provision of services to at least 2,000 elderly individuals residing in Escambia County, Florida. This appropriation provides match for \$400,000 in state/federal funding.

Council on Aging of West Florida, Inc. currently receives \$2,556,507 in federal/state funds that require a local match of \$1 for every \$9 in federal/state funding (\$255,650.70 required in local match).

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ESCAMBIA COMMUNITY CLINICS, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 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 Escambia Community Clinics, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 2200 North Palafox Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-3105246 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing vital humanitarian services through medical aid to persons who may no otherwise receive such care; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$376,269.00 to conduct the program generally described as:

Escambia Community Clinics, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, 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 \$\$376,269.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, 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, 2015 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: _____

ESCAMBIA COMMUNITY CLINICS, INC.

By: Don D. Turner
Title: Don Turner
Executive Director

Attest:
Catherine Sullivan
Secretary

This document approved as to form and legal sufficiency.

By: _____
Title: _____
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Escambia Community Clinics, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF WITH ESCAMBIA COMMUNITY
CLINICS, INC\$ 376,269.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia Community Clinics, Inc.

The mission of Escambia Community Clinics, Inc. is to provide outpatient primary care services to the indigent, medically needy and working poor residents of Escambia County, regardless of their ability to pay. Care is provided with dignity and compassion without regard to age, sex, race or religion.

Provision of outpatient indigent health care to Escambia County residents who fall under the 150% level of the Federal Poverty Guidelines as published in the Federal Register.

Care provided includes urgent, non-emergent and follow-up health care services delivered by staff physicians of Escambia Community Clinics. All laboratory, x-ray and diagnostic services are included in care.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
LAKEVIEW CENTER, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 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 Lakeview Center, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1221 Lakeview Avenue, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0737872 (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 offers to the citizens of the County a unique medical service for persons suffering mental disorders and disease which assists such persons to return to health and to continue to be productive members of society; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$29,486.00 to conduct the program generally described as:

Lakeview Center, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by

reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully, the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, 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 \$29,486.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with 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, 2015, 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, 2015, 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: _____

LAKEVIEW CENTER, INC.

By: *[Signature]*
Title: President/CEO

Attest: *[Signature]*
Secretary

This document approved as to form and legal sufficiency.

By: *[Signature]*
Title: ACA
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Lakeview Center, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS ASSOCIATED

WITH LAKEVIEW CENTER, INC\$ 29,486.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Lakeview Center Inc.

SCREENING TEAM ACTIVITIES – The miscellaneous appropriations awarded to Lakeview Center, Inc. by the Escambia County Board of County Commissioner helps fund the services of a Screening Specialist, who is a member of the Assessment and Intervention Services Program. This program is available to provide emergency evaluations/screenings 7 days a week, 24 hours/day. The Screening Specialist provides a mental health assessment to clients in crisis to determine the severity of the problem presented, the level of crisis intervention required, and to link clients immediately to the least restrictive treatment source. Clinical services provided are supported by a full time psychiatrist who provides psychiatric evaluations, medication and other medical interventions.

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 October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced.

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.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
UNITED WAY OF ESCAMBIA COUNTY, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 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 United Way of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 West Government Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0651076 (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 community information and referral services; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$33,250.00 to conduct the program generally described as:

211 Program for Escambia County

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, 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 \$33,250.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, 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, 2015, 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: _____

UNITED WAY OF ESCAMBIA COUNTY, INC.

By: Andrea Krueger
Title: President/CEO

Attest:
Heidi A. Asmar
Secretary

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACT
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

United Way of Escambia County, Inc.

APPROVED BUDGET

**SALARIES AND BENEFITS ASSOCIATED
WITH THE UNITED WAY OF ESCAMBIA
COUNTY, INC**

\$ 33,250.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

United Way of Escambia County will provide community information and referral services to Escambia County citizens through the 211 Program for Escambia County.

The 211 Program is a comprehensive community information and referral service available to every county resident at no charge, 24 hours a day, 7 days a week.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6920

County Administrator's Report 10. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Approval of Miscellaneous Appropriations Agreement with Outside Agencies

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement with Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the Economic Development Fund (102), Cost Center 360704;

1. Century Area Chamber of Commerce, in the amount of \$40,000; and
2. Gulf Coast African-American Chamber of Commerce, Inc., in the amount of \$50,000;

B. Authorize the Chairman to sign the Agreements 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 2014/2015 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Century Chamber of Commerce Agreement

Gulf Coast African-American Chamber Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
CENTURY AREA CHAMBER OF COMMERCE**

THIS AGREEMENT is made and entered into this 1st day of October, 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 Century Area Chamber of Commerce, a non profit corporation authorized to do business in the State of Florida, with administrative offices at P. O. Box 857, Century, Florida 32535 and a Federal Tax Identification Number of 59-2931610 (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 the County by spearheading public discourse and action on the development and implementation of economic blueprints for expansion of business and industry in Escambia County; 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 2014/15 (October 1 through September 30), the sum of \$40,000.00 to conduct the program generally described as:

Century Area Chamber of Commerce

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 acknowledge that the County is subject to the provisions of Chapter 119, Florida Statutes, relating to the public records and that report, invoices, and other documents the Recipient shall submit to the County, or that Recipient retains under this Agreement may constitute public records for the purpose of the requirements of chapter 119, Florida Statutes; 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 this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, 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 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 Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, 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, 2015, 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

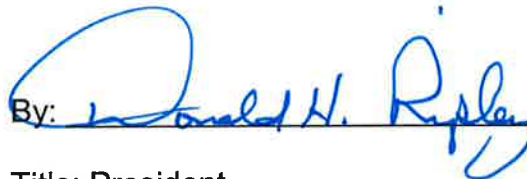
By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

CENTURY AREA CHAMBER OF COMMERCE

By: 
Title: President

Attest:


Secretary

This document approved as to form and legal sufficiency.

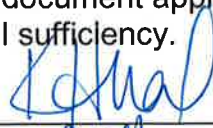
By: 
Title: ACT
Date: 8/14/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Century Area Chamber of Commerce

APPROVED BUDGET

SALARIES AND BENEFITS ASSOCIATED
WITH THE CENTURY AREA CHAMBER
OF COMMERCE\$ 40,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Century Area Chamber of Commerce

The Chamber's private economic development program seeks to diversity the area's economy through the retention and expansion of existing industries and recruitment of new businesses to the area.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**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 1st day of October 2015, 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 2014/15 (October 1 through September 30), the sum of \$50,000.00 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 1st day of October, 2014, and will terminate on the 30th day of September 2015, 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 \$50,000.00 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, 2015, 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, 2015, 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

Approved as to form and legal sufficiency.

By/Title: _____
Date: _____

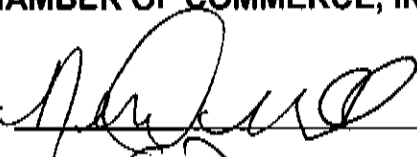
By: _____
Lumon J. May, Chairman

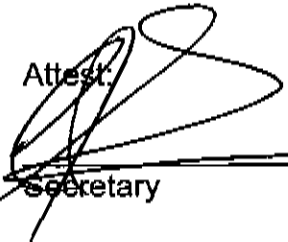
ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

GULF COAST AFRICAN-AMERICAN CHAMBER OF COMMERCE, INC.

By:  _____
Title: ED

Attest:  _____
Secretary

This document approved as to form and legal sufficiency.

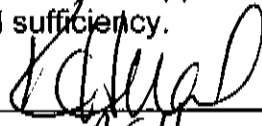
By:  _____
Title: ACH
Date: 9/25/14

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Gulf Coast African-American Chamber of Commerce, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS ASSOCIATED
WITH THE GULF COAST AFRICAN-AMERICAN
CHAMBER OF COMMERCE, INC

\$ 50,000.00

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 October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced.

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-6924

County Administrator's Report 10. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Issuance of Fiscal Year 2014/2015 Purchase Orders in Excess of \$50,000

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2014/2015 Purchase Orders in Excess of \$50,000. for Contracts Managed by the Management and Budget Services Department - Amy Lovoy, Management and Budget Services Department Director

That the Board, for Fiscal Year 2014/2015, approve the issuance of individual Purchase Orders, for Contracts managed by the Management and Budget Services Department, based upon previously awarded annual requirements, as follows:

A. Northwest Florida Legal Services, Inc. - \$124,688

Vendor Number: 141832

Legal Aid

Fund 115

Cost Center: 410802

Account Code: 58201

B. Warren Averett, LLC - \$207,240

Vendor Number: 230810

Audit Services

Fund 001

Cost Center: 140201/410701

Account Code: 53101

PD #13-14.054

Board Approved: 07/14/2014

C. SMG - \$251,951.82

Vendor Number: 190107

Bay Center Management Fee

Fund 409

Cost Center: 360401

Account Code: 53401

Board Approved: 02/16/2012, 10/18/2012, and 10/03/2013

D. Florida Department of Health - \$337,649

d/b/a Escambia County Health Department

Vendor Number: 051513

Health Services

Fund 001

Cost Center: 360301

Account Code: 58101

BACKGROUND:

These allocations are included in the Fiscal Year 2014/2015 Budget. The Northwest Florida Legal Services purchase order is the result of a state mandate to fund Northwest Florida Legal Services. The mandate and the amount are set in FIST 939.185

The Warren Averett purchase order is for the County's annual audit contract. This contract was awarded by the Board on July 14, 2014 following an RFP in compliance with FIST 218.391

The SMG purchase order is for the SMG basic management fee as contained in the contract approved by the Board on February 16, 2012.

The Florida Department of Health purchase order to fund the County's contribution to the Health Department.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2014/2015 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding \$50,000.00

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Bay Center 2012 Contract

Warren Averett Contract

2/16/2012 CAR 11-17

PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

Article 1. Purpose.

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

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

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

Verified By: J. MacArthur
Date: 2/17/12

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

Article 2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

z. "Parties" shall mean SMG and County.

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

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

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

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

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

Article 3. Term and Extension.

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

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

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

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

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

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

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

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

Article 5. Management Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 6. Security.

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

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

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

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

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

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

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

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

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

Article 8. Policies and Procedures.

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

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

Article 9. Signage.

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

Article 10. General Manager.

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

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

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

Article 11. Escambia County Administrator or Designee.

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

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

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

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

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

Article 12. Relationship of Parties.

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

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

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

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

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

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

Article 13. Pre-Existing Agreements.

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

Article 14. Government Impositions.

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

Article 15. Annual Budget.

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

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

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

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

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

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

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

Article 16. Management Fees.

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

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

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

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

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

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

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

Article 17. Annual Management Report and Travel Expenses.

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

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

Article 18. Accounting Records, Reports, and Practices.

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

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

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

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

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

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

Article 19. Lost Articles.

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

Article 20. Performance Security.

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

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

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

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

Article 21. Admission to Pensacola Civic Center.

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

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

Article 22. Assumption of Risk.

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

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

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

Article 23. Default.

23.1 The following shall constitute a default of the Agreement:

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

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

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

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

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

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

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

Article 24. Termination.

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

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

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

Article 25. Procedure Upon Termination.

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

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

Article 26. Audits and Inspection of Records.

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

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

Article 27. Public Record Disclosure.

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

Article 28. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Article 29. Hold Harmless and Indemnification.

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

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

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

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

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

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

Article 30. Right of Entry.

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

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

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

Article 31. Non-Discrimination.

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

qualification or otherwise permitted by law.

Article 32. Notices.

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

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

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

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

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

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

Article 33. Ownership.

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

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

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

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

Article 34. Copyright.

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

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

Article 35. Assignment of Agreement.

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

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

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

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

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

Article 36. Force Majeure.

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

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

Article 37. Casualty.

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

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

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

Article 38. Compliance with Laws.

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

Article 39. Waiver.

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

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

Article 40. Entire Agreement.

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

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

Article 41. Conflicts of Interest.

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

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

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

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

Article 42. Miscellaneous Provisions.

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

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

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

42.4 This Agreement shall not be more strictly construed against either Party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

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

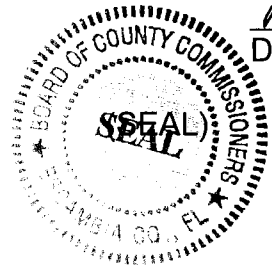
By: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date: February 16, 2012

BCC Approved: 2-16-2012

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk



This document approved as to form and legal sufficiency.

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

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

ATTEST: Secretary

By: H. Wootley
President

By: _____
Secretary

Date: _____

Exhibit A

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

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

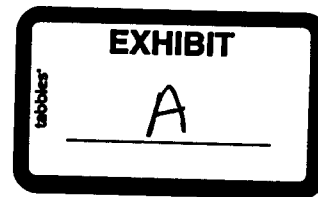


EXHIBIT B
TO PENSACOLA CIVIC CENTER MANAGEMENT SERVICES AGREEMENT
BETWEEN
ESCAMBIA COUNTY, FLORIDA
AND
SMG

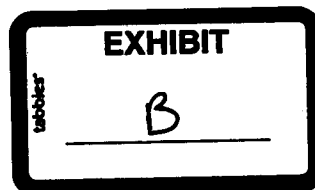
COMPANY OFFICERS AND DIRECTORS

SMG

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

Directors: Harold Westley
Brian Graff
Phil Harper
Pankaj Gupta

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





Department of State

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

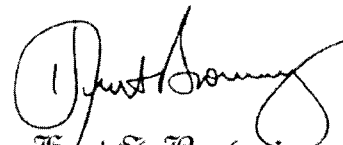
The document number issued to this registration is GP9700000811.

I further certify said partnership has not been canceled.

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



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

EXHIBIT

tabbles

C

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

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

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

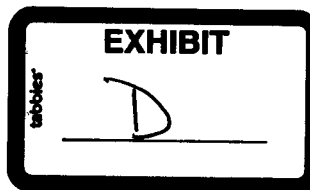
by John F. Burns - Executive Vice President & Chief Financial Officer
[print individual's name and title]

for SMG
[print name of entity submitting sworn statement]

whose business address is 300 Conshohocken State Road, Suite 770, W. Conshohocken, PA 19428

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

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



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

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

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

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

John F. Burns
[signature]

Sworn to and subscribed before me this 18th day of January, 20 12.

Personally known John F. Burns

OR Produced identification _____ Notary Public - State of Jacqueline J. Minahan - Pennsylvania
(Type of Identification) _____ My commission expires July 6, 2014

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

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

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



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

| Inventory Asset ID | Description | Date Acquired | Description | Department | Cost Location | Location Description | Department Title |
|--------------------|------------------------------------|---------------|-------------------------|------------|------------------|----------------------|----------------------|
| 038364 | 000 WORK STATION MODULAR | 8/22/1991 | RECEPTION DESK | 221303 | 2,930.99 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 046378 | 000 LASER PRINTER | 2/23/1998 | SUANN NOLAN | 221303 | 1,460.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 046379 | 000 LASER PRINTER | 2/23/1998 | COPIER ROOM | 221303 | 1,460.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 046380 | 000 COMPUTER NETWORK | 2/23/1998 | TELEPHONE RM | 221303 | 3,223.25 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 048671 | 000 MONEY COUNTER | 4/1/2000 | FRONT OFFICE | 221303 | 1,275.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 048672 | 000 MONEY COUNTER | 4/1/2000 | BOX OFFICE | 221303 | 1,275.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 051031 | 000 BOX OFFICE DESK | 5/8/2002 | BOX OFFICE | 221303 | 1,393.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052013 | 000 NETWORK SERVER | 5/6/2003 | TELEPHONE ROOM | 221303 | 3,248.52 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052039 | 000 DELL POWER EDGE | 5/6/2003 | VAULT ROOM | 221303 | 6,999.95 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052064 | 000 FAX MACHINE | 4/1/2003 | COPIER ROOM | 221303 | 1,077.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052150 | 000 SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052156 | 000 SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052157 | 000 SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052158 | 000 SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052159 | 000 SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052160 | 000 SCANNER ROUTER & PALM | 3/4/2003 | BOX OFFICE | 221303 | 1,745.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 052805 | 000 COPIER | 12/5/2003 | COPIER ROOM | 221303 | 10,482.00 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 053016 | 000 FURNITURE OFFICE | 3/1/2004 | GENERAL MANAGER | 221303 | 1,860.88 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 055462 | 000 COMPUTER | 9/8/2006 | SUMMER JIMMERSON | 221303 | 1,489.20 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 055885 | 000 OMNI 3750 CREDIT CARD TERMINAL | 2/20/2007 | 21 CREDIT CARD MACHINES | 221303 | 42,989.18 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058479 | 000 POWEREDGE T610 SERVER | 12/8/2009 | BOX OFFICE | 221303 | 10,583.39 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058480 | 000 POWEREDGE T610 SERVER | 12/8/2009 | VAULT ROOM | 221303 | 10,583.38 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058481 | 000 ZENITH BACKUP | 12/8/2009 | VAULT ROOM | 221303 | 5,015.87 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058482 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | DEBBIE ROBERSON | 221303 | 1,136.26 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058483 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | CYNDEE PENNINGTON | 221303 | 1,136.26 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058484 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | MACK GILLENWATER | 221303 | 1,136.25 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058485 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | GM RECEPTION | 221303 | 1,136.25 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058486 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | | 221303 | 1,136.25 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058487 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | DON BRAKE | 221303 | 1,087.46 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |

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

| Inventory Asset ID | Description | Date Acquired | Description | Department | Cost Location | Location Description | Department Title |
|--------------------|------------------------------------|---------------|-------------------|------------|-----------------|----------------------|----------------------|
| 058488 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | BRIDGET LEWIS | 221303 | 1,087.46 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058489 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | SUSAN JENKINS | 221303 | 1,087.46 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058490 | 000 OPTIPLEX 360 COMPUTER | 12/8/2009 | JAN CASTILLO | 221303 | 1,087.46 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058491 | 000 LATITUDE E5500 LAPTOP COMPUTER | 12/8/2009 | CYNDEE PENNINGTON | 221303 | 1,205.55 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058492 | 000 LATITUDE E5500 LAPTOP COMPUTER | 12/8/2009 | FLOAT COMPUTER | 221303 | 1,205.54 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| 058508 | 000 LASERJET M2727 PRINTER | 12/28/2009 | BOX OFFICE | 221303 | 1,024.05 CIV801 | FRONT & BOX OFFICES | CIVIC CENTER-CAPITAL |
| | | | | | 131,282.86 | | |

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

| Inventory Asset ID | Description | Date Acquired | Description | Department | Cost Location | Location Description | Department Title |
|--------------------|------------------------------------|---------------|------------------------|------------|---------------|-------------------------|----------------------|
| 031947 | 000 SINK SS 2 SEC | 10/1/1984 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031952 | 000 FRYER DEEP | 10/1/1984 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031953 | 000 FRYER DEEP | 10/1/1984 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031957 | 000 WASHER DISH | 10/1/1984 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031958 | 000 WARMER FOOD WWMHEELS | 10/1/1984 | MOBILE | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031980 | 000 WARMER FOOD WWMHEELS | 10/1/1984 | MOBILE | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031961 | 000 WARMER FOOD WWMHEELS | 10/1/1984 | MOBILE | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031966 | 000 REFRIGERATOR | 10/1/1984 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031969 | 000 FREEZER | 10/1/1984 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031970 | 000 WARMER FOOD WWMHEELS | 10/1/1984 | MOBILE | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 031971 | 000 SINK SS 3 SEC | 10/1/1984 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 036455 | 000 COOKER SLOWALTO-SHAAM | 4/25/1989 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 036456 | 000 PROCESSOR FOOD BERKLIN | 4/25/1989 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 036457 | 000 MIXER FOOD | 4/25/1989 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 036458 | 000 SLICER MEAT | 4/25/1989 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 036459 | 000 TABLE SS | 4/25/1989 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 036367 | 000 ALARM SYSTEM | 8/7/1991 | KIT HALLWAY | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 039098 | 000 WARMER FOOD WWMHEELS | 7/29/1992 | MOBILE | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 040126 | 000 WARMER FOOD | 7/15/1993 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 041036 | 000 COUNTER CURRENCY | 6/7/1994 | FOOD & BEV OFFICE | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 048670 | 000 MONEY COUNTER | 4/1/2000 | FOOD & BEV OFFICE | 221301 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-ADMIN |
| 050389 | 000 REFRIGERATED MOBILE CART | 8/10/2001 | MOBILE | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 050707 | 000 RANGE | 1/2/2002 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 050708 | 000 CHARBROILER | 1/2/2002 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 055547 | 000 CONVECTION OVEN W/ GLASS DOOR | 10/13/2006 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 055548 | 000 CONVECTION OVEN W/ GLASS DOOR | 10/13/2006 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 055549 | 000 CONVECTION STEAMER W/GAS MANIF | 10/13/2006 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 055550 | 000 FRYER CLEANER | 10/13/2006 | KITCHEN | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |
| 058509 | 000 LASERJET M2727 PRINTER | 12/28/2009 | FOOD & BEVERAGE OFFICE | 221303 | CIV802 | KITCHEN/FOOD & BEVERAGE | CIVIC CENTER-CAPITAL |

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

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

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

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

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

| Inventory Asset ID | Description | Date Acquired | Description | Department | Cost Location | Location Description | Department Title |
|--------------------|----------------------------|---------------|----------------------------|------------|--------------------|----------------------|----------------------|
| 029557 000 | FENCE CHAIN LINK | 2/27/1985 | SIDE OF CIVIC CENTER | 221303 | 4,624.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 040715 000 | TRUCK VAN 15 PASS | 4/18/1994 | TAG #136251 | 221303 | 16,895.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 046805 000 | ALUMINUM STAIRS | 10/1/1997 | CIVIC CENTER/CONTRIB | 221303 | 3,800.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 046806 000 | ALUMINUM STAIRS | 10/1/1997 | CIVIC CENTER/CONTRIB | 221303 | 3,800.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 046807 000 | CANOPY BOX OFFICE | 11/1/1997 | FRT OF BOX OFFICE | 221303 | 1,290.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 047319 000 | TRUCK | 3/9/1999 | TAG #161557 | 221303 | 17,191.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 048423 000 | BIKE RACKS | 12/1/1999 | SIDE OF CIVIC CENTER | 221303 | 4,376.67 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 051214 000 | SIGN FOR CIVIC CENTER | 9/23/2002 | UP | 221303 | 150,000.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 051214 001 | MARQUEE SIGN | 11/19/2002 | UP | 221303 | 78,461.95 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 051214 002 | CIVIC CENTER SIGN | 11/18/2003 | UP | 221303 | 120,510.05 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 051214 003 | CLIMATE CONTROL CABINET | 3/28/2005 | UP | 221303 | 12,985.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 051214 004 | ACCRUAL ADJ. | 3/30/2005 | UP | 221303 | (39,671.80) CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 054174 000 | CLIMATE CONTROL CABINET | 6/13/2005 | UP | 221303 | 3,950.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 054174 001 | CLIMATE CONTROL CABINET | 9/26/2005 | UP | 221303 | 12,536.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 054175 000 | POWER SUPPLY | 6/13/2005 | FOR MARQUEE | 221303 | 7,950.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 054814 000 | CABINET FOR MARQUEE | 1/18/2006 | UP CLIMATE CONTROLLED | 221303 | 5,050.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 055050 000 | MARQUEE MESSAGE BOARD SIGN | 4/25/2006 | UP | 221303 | 13,567.90 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 055051 000 | MARQUEE MESSAGE BOARD SIGN | 4/25/2006 | UP | 221303 | 13,567.90 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 055052 000 | CLIMATE CONTROL CABINET | 4/25/2006 | UP | 221303 | 3,950.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| 058125 000 | 30 HP MOTOR | 1/31/2009 | FOR CHILLER TOWER | 221301 | 2,460.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-ADMIN |
| 058884 000 | MARQUEE | 10/1/2009 | UP WEST OF FAC FRT MARQUEE | 221301 | 296,800.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-ADMIN |
| 34280A 000 | MARQUEE | 3/1/1994 | UP | 221303 | 1,329.00 CIV804 | OUTSIDE CIVIC CENTER | CIVIC CENTER-CAPITAL |
| | | | | | 735,422.67 | | |

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

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

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

| Inventory Asset ID | Description | Date Acquired | Description | Department | Cost Location | Location Description | Department Title |
|--------------------|--------------------------------|---------------|--------------------|------------|-------------------|----------------------|----------------------|
| 044344 000 | SCOREBOARD MULTI-SPORT | 8/19/1996 | | 221303 | 91,006.50 CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| 044344 001 | SCOREBD AT CIVIC CENTER | 11/19/1996 | INSTALLMENT | 221303 | 181,800.00 CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| 044344 002 | SCOREBOARD | 1/29/1997 | INSTALLMENT | 221303 | 30,193.50 CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| 044344 003 | CLOCK UP GRADE TO ADD FOOTBALL | 5/25/2000 | | 221303 | 1,010.00 CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| 044344 004 | SCOREBOARD UPGRADE | 11/12/2010 | PARTS & CONTROLLER | 221303 | 31,005.00 CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| 044708 000 | CHAIN HOIST F/SCOREBOARD | 10/16/1996 | | 221303 | 18,159.21 CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| 49771 000 | TRUSSING (RIGGING) | 4/30/2001 | | 221303 | 3,425.65 CIV805 | CIVIC CENTER ARENA | CIVIC CENTER-CAPITAL |
| | | | | | 476,405.87 | | |

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

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

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

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

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

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

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

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

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

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

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

| Inventory Asset ID | Description | Date Acquired | Description | Department | Cost Location | Location Description | Department Title |
|--------------------|-----------------------------------|---------------|------------------------|------------|------------------|--------------------------------|----------------------|
| 029084 | 000 LIFT GENIE | 12/3/1984 | PUMP ROOM | 221303 | 3,985.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 029097 | 000 FLOOR BASKETBALL | 10/15/1984 | PROP ROOM | 221303 | 19,782.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 029457 | 000 BACKSTOP BASKETBALL | 1/29/1985 | PROP ROOM | 221303 | 13,340.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 029670 | 000 RISE SYSTEM 8 STEP | 11/19/1984 | LOADING DOCK&PROP ROOM | 221303 | 1,081.23 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 029671 | 000 RISE SYSTEM 8 STEP | 11/19/1984 | LOADING DOCK&PROP ROOM | 221303 | 1,081.23 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 036462 | 000 COOLER WALK IN | 4/25/1989 | P1 | 221303 | 1,925.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 038876 | 000 DECK/SUPPORT SYS(SOUND WINGS) | 4/16/1992 | PROP ROOM | 221303 | 9,815.52 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 038912 | 000 MOWER LAWN | 5/19/1992 | NEW STORAGE | 221303 | 2,167.84 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 039013 | 000 FREEZER WALK IN | 7/11/1992 | P1 | 221303 | 8,051.68 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 040463 | 000 DRAPES STAGE | 12/17/1993 | PROP | 221303 | 5,862.24 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 040749 | 000 BILLY GOAT VACUUM | 4/5/1994 | NEW STORAGE | 221303 | 1,698.50 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 044332 | 000 FORKLIFT TRUCK HYSTER | 9/30/1996 | NEW STORAGE | 221303 | 18,894.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 044345 | 000 ICE RESURFACING MACHINE | 9/18/1996 | LOADING DOCK | 221303 | 58,200.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 044936 | 000 BLADE SHARPENER PORTABLE | 12/12/1996 | LOADING DOCK | 221303 | 2,078.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 047464 | 000 PRODECK ICE | 3/3/1999 | NEW STORAGE | 221303 | 85,000.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 048427 | 000 STAGE BARRICADE | 1/4/2000 | NEW STORAGE | 221303 | 11,650.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 050390 | 000 HANDSINK CART | 7/23/2001 | P1 | 221303 | 1,585.58 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 051158 | 000 FORKLIFT | 7/31/2002 | LOADING DOCK | 221303 | 22,685.00 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 053676 | 000 ICE EDGER | 12/31/2004 | LOADING DOCK | 221303 | 2,172.58 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| 055608 | 000 SCRUBBER/SWEEPER | 12/6/2006 | LOADING DOCK | 221303 | 43,120.19 CIV811 | NEW STOR/PROP RMI/LOAD DOCK/P1 | CIVIC CENTER-CAPITAL |
| | | | | | 314,175.59 | | |

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

| Inventory Asset ID | Description | Date Acquired | Description | Department | Cost Location | Location Description | Department Title |
|--------------------|---------------------------|---------------|----------------|------------|------------------------|-------------------------------|----------------------|
| 034314 | 000 DRAPERIES | 9/10/1987 | CHEMICAL ROOM | 221303 | 11,845.66 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| 034671 | 000 DRAPERIES | 3/10/1988 | CHEMICAL ROOM | 221303 | 8,310.36 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| 038015 | 000 REFRIGERANT MGNT SYS | 7/1/1992 | CHILLER ROOM | 221303 | 6,580.00 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| 039233 | 000 REFRIG RECOVERY SYS | 8/28/1992 | ICE PLANT ROOM | 221303 | 1,250.00 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| 048701 | 000 CLEANER CARPET | 5/30/2000 | CHEMICAL ROOM | 221303 | 2,222.22 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| 050968 | 000 AUTOMATIC SCRUBBER | 4/1/2002 | CHEMICAL ROOM | 221303 | 5,512.09 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| 055969 | 000 COMPACT AUTO SCRUBBER | 1/23/2007 | CHEMICAL ROOM | 221301 | 1,602.00 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-ADMIN |
| 057360 | 000 VACUUM | 3/25/2008 | CHEMICAL ROOM | 221301 | 1,890.00 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-ADMIN |
| 057977 | 000 ICE PLANT COMPRESSOR | 6/13/2008 | ICE PLANT ROOM | 221303 | 9,000.00 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| 057978 | 000 ICE PLANT COMPRESSOR | 6/13/2008 | ICE PLANT ROOM | 221303 | 9,000.00 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| 057979 | 000 ICE PLANT COMPRESSOR | 6/13/2008 | ICE PLANT ROOM | 221303 | 9,000.00 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-CAPITAL |
| 058986 | 000 WEG 40HP MOTOR 324T | 10/14/2010 | | 221301 | 1,572.50 CIV812 | CHEM/PUMP/CHILL/ICE PLT ROOMS | CIVIC CENTER-ADMIN |
| | TOTAL COST | | | | <u>\$ 2,021,579.65</u> | | |

7/10/2014 CAR II-8

AGREEMENT FOR FINANCIAL AUDITING SERVICES PD 13-14.054

THIS AGREEMENT is made this 10th day of July, 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 Warren Averett, LLC (hereinafter referred to as "Auditor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 45-4084437, and whose principal address is 2500 Acton Road, Birmingham, AL 35243.

WITNESSETH:

WHEREAS, on April 28, 2014, the County issued a Request for Proposal for Financial Auditing Services (PD13-14.054). This Request for Proposal, together with all exhibits, attachments, appendices and addenda, is referred to herein as the "RFP".

WHEREAS, in response to the RFP, the Auditor submitted to the County a proposal dated May 21, 2014. This proposal, together with all attachments and materials, is referred to herein as the "Proposal".

WHEREAS, the COUNTY intends to enter into a non-exclusive agreement for the provision of Annual Financial Audit Services by the AUDITOR to the COUNTY; and,

WHEREAS, the COUNTY requires certain professional services in connection with annual financial auditing services and,

WHEREAS, the AUDITOR represents that it is capable and prepared to provide such services:

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the COUNTY to request and the AUDITOR to provide expert witness services in connection with court proceedings arising out of projects in which the AUDITOR provided audit services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 – TERM

This Agreement shall commence upon the effective date and continue for a term of five (5) years, subject to termination as provided herein.

ARTICLE 2 – SERVICE TO BE PERFORMED BY CONSULTANT

The AUDITOR shall perform the services as specifically stated in the Scope of Work, attached hereto as **Exhibit A**, and the Auditor's Proposal and as may be specifically designated and additionally authorized by the COUNTY through the issuance of a Work Order. Such additional authorizations will be in the form of a Work Order, which will set forth a specific Scope of Services, amount of compensation, deliverables and completion date and shall be subject to the approval of the BCC in accordance with the COUNTY'S Purchasing Policies and Procedures.

Verified By: *[Signature]*
Date: 7/15/2014

AUDITOR shall perform no work until all applicable work authorization is obtained in accordance with the COUNTY'S Purchasing Policies and Procedures and countersigned by the AUDITOR.

ARTICLE 3 – COMPENSATION

The COUNTY shall pay AUDITOR in accordance with **Exhibit B**, Billing Payment Schedule, and **Exhibit C**, Hourly Rate and Fee Structure, which are attached hereto and incorporated by reference as part of this Agreement. Failure to submit timely the audit report will result in the withholding of further fee payment by the County until satisfactory submission is made. In the event all annual financial audit services for the fiscal year are not completed on or before February 15th, Auditor shall thereafter forfeit ten percent (10%) of its allotted retainage per week until said services are complete. In addition, the County thereafter reserves the right to terminate this agreement upon completion of the auditor services for the fiscal year in question and re-award a contract for the remaining audit years to another vendor.

In the event there are delays caused by actions or omissions of the County that delay the auditor's performance pursuant to the audit schedule, the BCC will grant the auditor reasonable extensions of the schedule. In other cases, upon a finding of good cause, the BCC may extend the schedule only upon written request by the auditor. However, in the performance of all services under this agreement, dates for preparation, submission, and review of the audits established by the Auditor General of the State of Florida and any other applicable laws, regulations, and rules shall be complied with and shall prevail over this section.

ARTICLE 4 – STANDARD OF CARE

AUDITOR shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional surveyor, under similar circumstances and AUDITOR shall, at no additional cost to the COUNTY, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 – INDEMNIFICATION

AUDITOR shall indemnify and hold harmless the COUNTY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of AUDITOR and persons employed or utilized by AUDITOR in the performance of this Agreement. Except as specifically provided herein, this Agreement shall not require the AUDITOR to indemnify the COUNTY, its officers, and employees from any liability, damage, loss, claim, action or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the COUNTY to enforce this Indemnification Clause shall be borne by the AUDITOR. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

ARTICLE 6 – INDEPENDENT CONTRACTOR

AUDITOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The COUNTY shall have no right to supervise the methods used, but the COUNTY shall have the right to observe such performance. AUDITOR shall work closely with the COUNTY in performing Services under this

Agreement. The AUDITOR shall not receive any COUNTY benefits, stipend or privileges afforded to COUNTY employees.

ARTICLE 7 – COMPLIANCE WITH LAWS

In performance of the Services, AUDITOR will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, AUDITOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverage shall be written by an insurance company authorized to do business in Florida.

WORKERS COMPENSATION

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any agent of AUDITOR that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation, lapse or material modification is required and must be provided to the COUNTY via Certified Mail.

COMMERCIAL GENERAL LIABILITY

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a \$10,000 deductible.

The COUNTY must be named as an additional insured. The additional insured requirement is waived if owners and Contractors' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The AUDITOR shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the AUDITOR does not own any vehicles, the COUNTY will accept hired and non-owned coverage in the amounts listed above. In addition, the COUNTY requires an affidavit signed by the AUDITOR indicating the following:

_____ does not own any vehicles.
"Name of Auditor"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Name of Auditor"

Comprehensive Form coverage as of the date of acquisition.

Consultant's

Signature:

-

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation, lapse or material modification of any coverage required by this Agreement.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be \$1,000,000 per occurrence with a deductible of no more than \$10,000.

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

1. The insurance coverage and conditions afforded by this policy(s) shall be suspended, voided, canceled or modified except after thirty (30) days prior written notice by Certified Mail, Return Receipt Required, has been given to the COUNTY.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the COUNTY, and approved prior to the start of any work or the possession of any COUNTY property or the commencement of Services, as application.

SUBCONTRACTOR'S INSURANCE

The AUDITOR shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful AUDITOR. Each subcontractor shall furnish to the successful AUDITOR two copies of the Certificate of Insurance, and successful AUDITOR shall furnish one copy of the Certificate of Insurance to the COUNTY.

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

The COUNTY shall be responsible for providing all reasonably required access to all project sites, and providing information on hand including other data that are available in the files of the COUNTY.

ARTICLE 10 – TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

COUNTY shall have the right to terminate this Agreement or suspend performance thereof without cause for the COUNTY'S convenience upon fourteen (14) days written notice to AUDITOR, and AUDITOR shall terminate or suspend performance of services on a schedule acceptable to COUNTY or at the end of this fourteen (14) day period, at the option of the COUNTY. In the event of termination or suspension for COUNTY'S convenience, COUNTY shall pay AUDITOR for all services performed through the date of notice of termination or suspension.

ARTICLE 11 – NONDISCLOSURE OF PROPRIETARY INFORMATION

AUDITOR shall consider all information provided by COUNTY and all reports, studies, calculations and other documentation resulting from the AUDITOR'S performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. AUDITOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of COUNTY or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the COUNTY nor AUDITOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited, fire, flood, earthquakes, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 – GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Escambia County, Florida and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 14 – MISCELLANEOUS

14.1 Non-waiver

A waiver by either COUNTY or AUDITOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion of provisions held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of compensation jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the AUDITOR or any employee or associate, shall not be involved in any political campaign for COUNTY elective office nor make financial contribution to any such campaign.

ARTICLE 15 – INTEGRATION AND MODIFICATION

This Agreement is adopted by the COUNTY and AUDITOR as a final, complete and exclusive statement of the terms of the Agreement between the COUNTY and AUDITOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters of other communications between the CITY and AUDITOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the COUNTY and AUDITOR.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The COUNTY and AUDITOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives. Any assignment, sale, pledge, or conveyance of this contract by AUDITOR must be previously approved by the COUNTY, whose consent may be reasonably withheld.

ARTICLE 17 – CONTINGENT FEES

The AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AUDITOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the AUDITOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 – TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the AUDITOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AUDITOR'S most favored customer for the same or substantially similar services.

The said rates and cost shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 19 – OWNERSHIP OF DOCUMENTS

AUDITOR shall be required to work in harmony with other auditors/consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY upon completion for its use and distribution as may be deemed appropriate by the COUNTY.

The AUDITOR acknowledges that this agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the AUDITOR fails to abide by the provisions of Chapter 119, Florida Statutes, the County without prejudice to right or remedy and after giving the AUDITOR and its surety, if any, seven (7) days written notice, during which period the AUDITOR still fails to allow access to such documents, terminates this agreement with the AUDITOR. In such case, the AUDITOR shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the AUDITOR.

ARTICLE 20 – USE OF OPERATIONAL SYSTEMS AND COMPUTER SOFTWARE

The AUDITOR shall obtain the County's written permission prior to using the County's computer system or software. The AUDITOR agrees that such system use will be controlled by the County so as not to disrupt its ongoing daily operations.

ARTICLE 21 – NOTICE

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

COUNTY:
Board of County Commissioners
Management Services Bureau
Attention: Amy Lovoy
221 Palafox Place, Suite 440
Pensacola, FL 32502

AUDITOR:
Warren Averett, LLC
Attention: Jack A. Rowell
316 South Baylen Street, Suite 300
Pensacola, FL 32502

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time-to-time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 CDT pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of AUDITOR and COUNTY.

ARTICLE 22 – PROJECT TEAM

The Project Team shall consist of:

Jack Rowell, Kristen McAllister, Clare Huffman, Dan Morley,
Tara Godbey, Valerie Eberlin, Angela Balent, Carol Phillips,
Roger Horvathberger

Project Team members may be changed only with the prior written approval of the COUNTY.

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

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

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

Date: _____

BCC Approved: 07-10-2014

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 6/12/14

Date Executed
7/10/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



WARREN AVERETT, LLC

By: Jack Rowell 6/24/14
Jack Rowell

WITNESS: [Signature] 6/24/14

WITNESS: [Signature] 6/24/14

PART II – STATEMENT OF WORK

2.1 WORK OBJECTIVE

This RFP solicits proposals from certified public accounting firms to provide the County with an annual financial statement audit. The RFP is to provide responding parties with guidelines and information to aid in their submission of proposals.

The County will contract for five annual audits (2014, 2015, 2016, 2017, and 2018) based on a fee not to exceed a maximum amount (per year) with provisions for extension of the contract for five one year renewal terms. Additional services will be contracted for separately with the County reserving the right to solicit to other firms.

Escambia County has a population of approximately 296,000 people and is located in the northwestern part (the "Panhandle") of Florida. The County employs some 2,547 full-time employees and has total net position of over \$639 million and revenues of over \$290 million for the year ending September 30, 2013. The County organizational chart is presented on pages 32 and 33. The County has consecutively received the GFOA's Certificate of Achievement .

The County provides a pension plan through the Florida Retirement System (FRS) for all full-time employees of the County. FRS is a multiple employer cost sharing defined benefit pension plan established in 1970 by Chapter 121, Florida Statutes and is administered by the Florida Department of Management Services, Division of Retirement. Financial reports including financial statements and required supplementary information are available.

The County's accounting system is substantially fully automated. All Clerk Finance Department staff has a personal computer with access to the accounting system(s). Computer access will be made available to the auditors. The primary accounting software is an integrated financial system supplied by Sungard Pentamation, including general ledger, payroll, purchasing, fixed assets, accounts receivable, cash receipts, and extended reporting. The Finance Department utilizes reports from the accounting software, various spreadsheets, and word processing documents in preparing the Comprehensive Annual Financial Report (CAFR). In addition, Finance Department staff use personal computers extensively in day-to-day applications.

The County will provide adequate work and storage space during the field work period. County staff will be available to pull documents and prepare schedules that are agreed to prior to the start of the year-end field work.

Available for inspection are the County's CAFR, CAFR AG and Annual Audit Reports (for various years) on the Clerk's Website at www.escambiaclerk.com.



2.2 SCOPE OF WORK TO BE PERFORMED

The scope of the audit engagement will require the examination of the BCC and individual elected officials', the Pensacola Bay Center, and the Law Library (collectively known as "the County") financial statements as required by the Auditor General for the period of October 1, 2014 through September 30, 2018, and verification of beginning balances, in order to express an opinion on the fairness with which they present the financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

The funds and account groups to be audited are those included or includable in the County's annual audit report (available at www.escambiaclerk.com). The County shall have closed, balanced, and prepared financial statements for all funds and account groups to be examined by the auditor in a schedule of events ending prior to November 15th, of each year. The Clerk will have primary responsibility for producing the CAFR (and all elements thereof) as well as the Annual Audit Report. The auditor shall assist in finalizing the County's annual financial report, and shall include an opinion in its report regarding the County's CAFR; as well as the individual elected officials' audit reports (including notes to financial statements), and shall include an opinion in its report regarding the County's CAFR and supplemental financial schedules. The opinion shall reference the audit of the County's governmental and business-type activities, each major fund and the aggregate remaining fund information. The County shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the County's CAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The County's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

All records of constitutional officers of Escambia County, Florida, shall be included in the single combined audit report with separate management letters for each constitutional officer.

The audit should be performed in accordance with the following as they exist or as each may be subsequently amended:

- ◆ Generally accepted governmental accounting principles as promulgated by GASB
- ◆ Statements on Auditing Standards (GAAS) promulgated by the American Institute of Certified Public Accountants (AICPA)
- ◆ Government Auditing Standards (GAS) issued by the Comptroller General of the United States
- ◆ OMB Circular A-133 and other applicable OMB circulars
- ◆ The Federal and Florida Single Audit Acts
- ◆ Florida Statutes as applicable
- ◆ Regulations of the Florida Department of Financial Services
- ◆ Rules of the Auditor General, State of Florida, Chapter 10.550
- ◆ Audits of State and Local Governmental Units (AICPA Audit Guided revised) or other authoritative standards
- ◆ Any applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

The auditors shall perform a study and evaluation of internal accounting and administrative controls as required by GAAS and GAO. If weaknesses are noted, recommendations should be

reviewed with the appropriate level of management and included in a separate Management Letter to each elected official.

Timeliness and the ability to complete the individual audit reports in a timely manner are critical factors in the performance of the audit. The proposer should include a proposed audit plan in consideration of the County's plan outlined in Appendix A (which will be subject to annual negotiation). The auditor will coordinate the audit with the Clerk's Administrator for Financial Services and will mutually endeavor to accomplish the audit in a phased basis throughout the year to reduce the year-end workload on the County's financial audit activities.

The auditor will review and accept separate audit reports for the Human Relations Commission, the Santa Rosa Island Authority, the Pensacola Economic Development Commission, and the Housing Finance Authority.

The Auditor agrees to do the GFOA checklist review for submission to the GFOA.

The auditor will agree to end field work by January 10th and to complete a review of the CAFR in time for the County to release the CAFR by February 15th and the Annual Audit Report by the same date .

2.3 REPORTS TO BE ISSUED

The County requires:

- ◆ An opinion on the CAFR
- ◆ An opinion on the government-wide basic financial statements and all supplementary information
- ◆ A separate single audit report that complies with OMB Circular A-133 and Rules of the Auditor General, State of Florida, Chapter 10.550 for Federal and State Programs
- ◆ A Schedule of Financial Assistance, both Federal and State
- ◆ A report on compliance and internal control over financial reporting
- ◆ A report on Landfill Management Escrow Account activity
- ◆ A report on Section 29.008 Article V revenues and expenditures
- ◆ Individual management letters as required by Florida Statute 11.45(3)(a)4 and defined in Rule 10.554, Rule of the Auditor General, for each elected official in accordance with the Auditor General of the State of Florida that includes a summation statement of audit findings and recommendations affecting financial statements, internal control, etc.
- ◆ Data collection form for reporting on audits of states, local governments, and non-profit organizations
- ◆ Any attestations of conclusions or special reports as required from time-to-time by Florida Statutes or Rules of State Agencies
- ◆ Review the Annual Financial Report (AFR). Filed via LOGER.

Prior to submission of the completed report, the audit firm's staff will be required to review a draft of the proposed report and management letter with individual constitutional officers.

After delivery of the final audit report, the firm shall have the responsibility to notify each constitutional officer of his/her right to provide a written statement of explanation or rebuttal to the auditor's comments, including corrective action to be taken.

The independent audit reports shall be delivered by the auditor to the Clerk's liaison for inclusion in the audit report that is published on behalf of the County.

2.4 SPECIAL CONSIDERATIONS AND SERVICES

- A. The County will send a CAFR to the GFOA of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program by providing technical advice to ensure awarding of certification.
- B. The schedules of federal and state financial assistance and related auditor's report, (data collection report) as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the CAFR.
- C. Review of the accrued liability reserves for the County's self funded workers compensation fund and the general liability fund.
- D. Review of the financial report of the County filed with the Department of Banking and Finance, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the financial statements for the year ended September 30, 2014 and all subsequent years covered by this agreement.
- E. Review and issuance of special reports as required for:
 - ◆ The landfill liability financial assurance
 - ◆ Article V Section 29.008 report
- F. The auditor must designate the partner in charge and two (2) "key" members of the audit team. The County shall reserve the right to approve any substitutions or changes in those staff designated as "key".
- G. The auditor shall report to the Clerk at least weekly the status of any potential audit adjustments so that the County may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Clerk no later than 90 days following the end of the fiscal year under audit.
- H. The auditor will be available to attend the BCC meetings at which time the audit report will be submitted for acceptance. The auditor will be available to present the report or to respond to BCC questions as needed.
- I. There may be instances where the auditor will need to rely on estimates prepared by third-party specialists in respective fields such as engineering and/or actuarial estimates. Guidance found in SAS 73 will govern the use of third-party estimates.

2.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All reports and other documents that result from the auditor's services shall become the property of the County after final payment to the auditor. No changes or revisions to such documents shall be made by the County or its agents without the auditor's written approval.

Working papers are the property of the auditor and should be held locally for a period of five years. Working papers will be available for examination or duplication without charge to authorized County personnel or designated agencies, representatives of the cognizant Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General or the State Board of Accountancy. They will be made available for examination or duplication at reasonable charge to subsequent auditors engaged by the County.

The auditor will agree to notify the County if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the County or any government client audited by the local office.

To make each proposer aware of certain additional contractual requirements, which the County will provide for the contract, the following points are made:

- a) Understanding the nature of most CPA firms' promotion/resource reallocation practices, the County will reserve the right to approve the re-designation of any partner, manager, or seniors at the on-site supervisory or higher level. Each proposer should be aware of the County's interest in the on-site expertise and experience of the proposed project team.
- b) We expect immediate compliance with any expanded scope definitions and will only consider fee adjustment where significant change can be demonstrated which will materially affect what the County should have expected the auditor to accomplish at the time of fee determination.
- c) The auditor acknowledges that it will conduct its business in conformity with the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event the auditor causes or in any way promotes or encourages a County officer, employee, or agent to violate Chapter 112, Florida Statutes, the County shall have the right to immediate termination of this agreement.

BILLING/PAYMENT SCHEDULE

| <u>Audit Plan/Phase</u> | <u>Completion Date</u> | <u>Payment Progress</u> |
|--|---------------------------|-------------------------------------|
| Planning | July 31 st | Progress billing less retainage |
| Preliminary Field Work (Interim) | August 31 st | Progress billing less retainage |
| Remaining Interim Work (SOE, TC, PA & Sheriff, including yearend Field Work) | October 31 st | Progress billing less retainage |
| Year End Field Work | December 31 st | Progress billing less retainage |
| Completed Reviews/Exit | February 15th | Final billing and release retainage |
| Conferences and Release of reports | | |



AUDIT TIME LINE

August 18- 29, 2014 Auditor Field Work Testing
 September 23, 2014 (Tues) Approval of Budget by BOCC
 September 15 - 26, 2014 (Mon - Fri) Adjustments by Budget Dept & Review of
 Budget Prep System by Budget & Finance Depts.
 September 26, 2014 (Fri) (AP, L-Vendors & PR) Check Run
 September 30, 2014 (Tue) (AM to ?) Computer down (NO ENTRIES)
 Run Reports from Year End Procedures
 Backup Files
 Close Period 12, Open Period 13 & 1
 Interface New Budget
 September 30, 2014 (Tue) (IT) Move Live Payroll to Training for all Databases
 October 1, 2014 (Wed) Comp earned/leave taken due to Payroll
 October 3, 2014 (Fri) Change fund letters
 Supplies inventories
 October 3, 2014 (Fri) Payroll accrual due
 October 6, 2014 (Mon) All Daily Deposit Reports
 Interdepartmental AR reports and billings due
 October 10, 2014 (Fri) PCard Receipts due
 Final Submission of all Invoices, Receiving Reports &
 Vouchers (Including Contracts)
 Compensated absences JE due
 Revenue accruals due
 Grant accruals due
 October 13, 2014 (Mon) Bank Recons and A/R Recons
 October 14, 2014 (Tues) All Payables Loaded
 October 15, 2014 (Wed) Final Check Run for FY2014 Appropriations
 After check run ask IT (Karl) to run Aged AP Report
 Run Reports for Encumbrance Rollover
 October 17, 2014 (Fri) AP Accruals
 November 6, 2014 (Thurs) BOCC to approve encumbrance roll over / Budget adjustment
 November 7, 2014(Fri) Post Rollover Budget Amendments
 Final Order for CAFR & Audit Covers & Spines
 Fixed Asset Expenditure Reclass entries & Fixed Asset Posting
 November 10, 2014 (Mon) All fund folder assignments Done/All entries to GL Done
 November 11, 2014 (Tue) Veteran's Day Holiday, County Offices Closed
 November 12, 2014 (Wed) Cash Flows Schedules
 November 17, 2014 (Mon) Auditors Return: Audit Schedules, PBC List Items
 System Reports, Trial Balance, work papers
 Fund Level Interface for CAFR
 December 5, 2014 (Fri) Receive Final Elected Officials', SRIA, Law Library
 Transfers/DT-DF Schedules
 December 12, 2014 (Fri) Receive Draft Financials from Outside Agencies (Including Notes)
 January 9, 2015 (Fri) End of Field Work
 January 12 - 16, 2015 Exit Conferences with Elected Officials, Receive Responses
 January 20, 2015 (Tue) Article V Sec 29 Report to Auditor
 January 23, 2015 (Fri) Rough Draft of CAFR to Auditor
 January 27, 2015 (Tues) Receive Final Special Report from Auditor for Article V
 January 30, 2015 (Fri) Rough Draft of AFR/Sec 218 Report to Auditor
 Rough Draft of CAFR-AG version to Auditor
 February 13, 2015 (Fri) Final Approval of CAFR
 Final Auditor Approval AFR/218 Report,
 Landfill Escrow Audit Report, Clearinghouse Report, and Law Library Reports

February 16– 20, 2015 Print & Bind and Release CAFR to GFOA
February 23 2015 (Mon) Final Approval of CAFR-AG
February 23 - 27, 2015Print/Bind and Release CAFR-AG

NOTE: Run system update for FY14 each week after AP & JEs to accurately reflect FY15 cash.

Technical Proposal

M) Dollar Cost Bid

1. Warren Averett, LLC
2. Jack A. Rowell, CPA is entitled to represent the Firm and empowered to submit the dollar cost bid. He is authorized to sign a contract with the County.
3. The total all-inclusive maximum price for the 2014 engagement is: \$ 207,240.00

EXHIBIT

C

The information in this document is privileged and confidential. Disclosure of this communication without

disclosure. Dissemination, distribution or copying of this communication without the prior written consent of Warren Averett is strictly prohibited.

Technical Proposal

N) Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

**Schedule of Professional Fees and Expenses
 For the Audit of the September 30, 2014 - 2018 Financial Statements
 Supporting Schedule for Audit Services**

| | Hours | Standard Rates | Gross Fee at Standard Rates | 40% Discount from Standard Rates | Net Proposed Fee |
|---|-------|----------------|-----------------------------|----------------------------------|---------------------|
| Partners | 160 | \$ 340 | \$ 54,400 | \$ (21,760) | \$ 32,640 |
| Managers | 400 | \$ 190 | 76,000 | (30,400) | 45,600 |
| Supervisors | 700 | \$ 170 | 119,000 | (47,600) | 71,400 |
| Other Staff | 640 | \$ 150 | 96,000 | (38,400) | 57,600 |
| | | | | | |
| Subtotal | 1900 | | 345,400 | (138,160) | 207,240 |
| Other expenses | | | - | - | - |
| All inclusive price | 1900 | | \$ 345,400 | \$ (138,160) | \$ 207,240 |
| | | | | | |
| Total Price for Audit Services | | | | | |
| Year 1 | | | | | \$ 207,240 |
| Year 2 | | | | | \$ 211,385 |
| Year 3 | | | | | \$ 215,612 |
| Year 4 | | | | | \$ 219,925 |
| Year 5 | | | | | \$ 224,323 |
| Grand Total Price for Audit Services (5 Years) | | | | | \$ 1,078,485 |

Note: Years 2-5 are based on 2% increases in rates and 40% discount from standard fees. These rates will apply additional services that might be requested by the County.

Out of pocket costs: Our offices are located in Pensacola and we have not historically incurred any significant out of pocket costs or expenses. Although there are no anticipated out of pocket costs to be incurred that we would bill the County, if situations arise whereby the County requests our assistance outside the normal scope of the audit, and out of pocket costs are incurred, we agree to comply with provisions of Florida Statutes 112.061.

Name of Firm: Warren Averett, LLC

Technical Proposal

N) Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each – *continued*

APPENDIX A, PART 2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ADDITIONAL SERVICES NOT IDENTIFIED IN PART II

| | STANDARD HOURLY RATES |
|--|-----------------------------|
| Partners | \$ 340 |
| Managers | \$ 190 |
| Supervisory Staff | \$ 170 |
| Staff | \$ 150 |
| Other (specify): _____ | \$ _____ |
| Other (specify): _____ | \$ _____ |
| Other Expenses (specify): _____ _____ _____ | |

Name of Firm: Warren Averett, LLC

Technical Proposal

O) Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Warren Averett understands that all out-of-pocket expenses for firm personnel (e.g. travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes; however, due to our close proximity to the County offices, we do not anticipate any out-of-pocket expenses. All estimated out-of-pocket expenses to be reimbursed are presented in the dollar cost bid listed in Section N. (Appendix A).

Technical Proposal

P) Rates for Additional Professional Services

If the County requests any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such work will be performed only upon a written agreement between the County and Warren Averett. Any such additional work agreed to between the County and Warren Averett will be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Technical Proposal

Q) Pricing for Contract Years 1 through 5

The rates listed below are the total all-inclusive prices for contract years 1 through 5. These rates will be applicable for any additional professional services which may be requested during those contract years.

**Schedule of Professional Fees and Expenses
For the Audit of the September 30, 2014 - 2018 Financial Statements
Supporting Schedule for Audit Services**

| Total Price for Audit Services | |
|---|---------------------|
| Year 1 | \$ 207,240 |
| Year 2 | \$ 211,385 |
| Year 3 | \$ 215,612 |
| Year 4 | \$ 219,925 |
| Year 5 | \$ 224,323 |
| Grand Total Price for Audit Services (5 Years) | \$ 1,078,485 |

**Note: Years 2-5 are based on 2% increases in rates and 40% discount from standard fees.
These rates will apply additional services that might be requested by the County.**

Out of pocket costs: Our offices are located in Pensacola and we have not historically incurred any significant out of pocket costs or expenses. Although there are no anticipated out of pocket costs to be incurred that we would bill the County, if situations arise whereby the County requests our assistance outside the normal scope of the audit, and out of pocket costs are incurred, we agree to comply with provisions of Florida Statutes 112.061.

Name of

Firm: Warren Averett, LLC

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSAL

FINANCIAL AUDITING SERVICES

SPECIFICATION NUMBER PD 13-14.054

BIDS WILL BE RECEIVED UNTIL: 2:00 P.m., CDT, Wednesday, May 21, 2014

213 Palafox Place, 2nd Floor, Room 11.407
Pensacola, FL 32502
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
Gene Valentino
Wilson Robertson
Grover Robinson IV**

**From:
Claudia Simmons
Purchasing Manager**

**Procurement Assistance
Joe Pillitary
Purchasing Coordinator
2nd Floor, Matt Langley Bell, III Bldg
Office of Purchasing
213 Palafox Place
Pensacola, FL 32502**

**Liaison Officer
Sharon Harrell
Administrator for
Financial Services
Escambia County Clerk of
Court and Comptroller
221 Palafox Place, Suite 130
Pensacola, FL 32502**

**Project Director
Amy Lovoy
Director
Management & Budget Services
221 Palafox Place, Suite 440
Pensacola, FL 32502**

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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

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.

TABLE OF CONTENTS

| | <u>PAGE</u> |
|-------------------------------------|--|
| PART I – GENERAL INFORMATION | |
| 1.1 | DEFINITIONS..... 1 |
| 1.2 | PURPOSE 1 |
| 1.3 | PROPOSAL SUBMISSION AND WITHDRAWAL 1 |
| 1.4 | INVITATION TO PROPOSE 2 |
| 1.5 | MINIMUM QUALIFICATIONS 2 |
| 1.6 | CONTRACT AWARDS 3 |
| 1.7 | DEVELOPMENT COSTS 3 |
| 1.8 | INQUIRIES 3 |
| 1.9 | TIME TABLES 4 |
| 1.10 | DELAYS 4 |
| 1.11 | ADDENDA 4 |
| 1.12 | SELECTION PROCESS 5 |
| 1.13 | NEWS RELEASES 5 |
| 1.14 | LICENSES 5 |
| 1.15 | PUBLIC ENTITY CRIMES 5 |
| 1.16 | CODE OF ETHICS 6 |
| 1.17 | DRUG-FREE WORKPLACE 6 |
| 1.18 | PROCUREMENT POLICIES AND PROCEDURES 6 |
| 1.19 | POLITICAL CAMPAIGNS 6 |
| 1.20 | CONDUCT OF PARTICIPANTS 6 |
| 1.21 | INSURANCE 7 |
| 1.22 | DEFINITIONS 9 |
| | STATEMENT OF RESPONSE 10 |
| | DRUG-FREE WORKPLACE FORM 11 |
| | SWORN STATEMENT PURSUANT TO SECTION (287.133) (3)(a), <u>FLORIDA STATUTES</u> , ON ENTITY CRIMES **..... 12 |
| | INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATION IDENTIFICATION **..... 14 |
| PART II – STATEMENT OF WORK | |
| 2.1 | WORK OBJECTIVE 16 |
| 2.2 | SCOPE OF WORK TO BE PERFORMED 17 |
| 2.3 | REPORTS TO BE ISSUED 18 |
| 2.4 | SPECIAL CONSIDERATIONS AND SERVICES 19 |
| 2.5 | WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS 19 |
| PART III – TIME REQUIREMENTS | |
| 3.1 | SCHEDULE FOR CONDUCTING AUDITS 21 |

TABLE OF CONTENTS (CONTINUED)

| | <u>PAGE</u> |
|--|-------------|
| PART IV – ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION | |
| 4.1 FINANCIAL SERVICES DEPARTMENT AND CLERICAL ASSISTANCE | 22 |
| 4.2 WORK AREA, TELEPHONES, PHOTOCOPYING AND FAX MACHINES | 22 |
| 4.3 REPORT PREPARATION | 22 |
| PART V – INSTRUCTIONS FOR PREPARING PROPOSALS | |
| 5.1 RULES FOR PROPOSALS | 23 |
| 5.2 PROPOSAL FORMAT | 23 |
| 5.3 CONTENT OF TECHNICAL PROPOSAL | 24 |
| PART VI – EVALUATION OF PROPOSALS | |
| 6.1 EVALUATION CRITERIA | 29 |
| APPENDIX A, PART 1 | 30 |
| APPENDIX A, PART 2 | 31 |
| APPENDIX B | 32 |
| APPENDIX C | 33 |
| APPENDIX D | 34 |
| ACKNOWLEDGMENT OF BUSINESS TYPE | 34 |
| ORGANIZATION CHART | 35 |
| ORGANIZATION CHART FOR BOARD OF COUNTY COMMISSIONERS | 36 |
| SAMPLE AGREEMENT | 37 |

PART I – GENERAL INFORMATION

1.1 DEFINITIONS

For the purposes of this Request for Proposal (RFP), “proposer” shall mean contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this RFP.

1.2 PURPOSE

The Escambia County Board of County Commissioners (hereinafter referred to as “BCC”) is seeking the professional services of a qualified auditing firm to provide services in connection to the County’s Annual Financial Audit. This RFP provides guidelines for the submission of proposals in response to Financial Audit Services.

1.3 PROPOSAL SUBMISSION AND WITHDRAWAL

The Project Director shall be Amy Lovoy, Director, Management and Budget Services. The liaison officer shall be Sharon Harrell, Administrator for Financial Services, Clerk of the Circuit Court & Comptroller’s Office (hereinafter referred to as “Clerk”). The contracting agency shall be the Escambia County BCC’s Purchasing Office. The BCC shall not be held responsible for the content of RFP packages obtained from any third party source nor will they be responsible for providing addenda to potential proposers who receive a RFP package from other sources than BCC’s Purchasing Office.

The BCC will receive proposals at the following address:

Board of County Commissioners
Purchasing Department
Attn: Joe Pillitary
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

To facilitate processing, please mark the outside of the envelope as follows: RFP for Financial Audit Services. The envelope shall also include the proposer’s return address.

Proposers shall submit one (1) original and seven (7) copies for a total of eight (8) sets of the proposal and one (1) electronic copy in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery or by mail.

THE BCC SHALL RECEIVE ALL PROPOSALS BY 2:00 pm (CDT) ON MAY 21, 2014 IN THE BCC’S PURCHASING OFFICE AT 213 PALAFOX PLACE, 2ND FLOOR.

Proposers may withdraw their proposals by notifying the BCC in writing at any time prior to the deadline for proposal submittal. After the deadline, proposals once opened, become a public record of Escambia County and will not be returned to the proposers. The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The right is reserved by the BCC to accept any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project.

Upon opening, proposals are subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, state the reasons why such exclusion from public disclosure is necessary and the legal basis for such exemption, including a specific statutory citation for such exemption.

1.4 INVITATION TO PROPOSE

The BCC is requiring all proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2014 through September 30, 2018, with the option to renew for five (5) additional one-year periods. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits set forth in the Governmental Auditing Standards issued by the Comptroller General of the United States and the provisions of the Federal and State Single Audit Acts.

1.5 MINIMUM QUALIFICATIONS

A firm submitting a proposal shall meet the following requirements:

- a. The firm must have been established as a legal entity in the State of Florida and have performed continuous CPA services for a minimum of five (5) years.
- b. The firm must also be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
- c. The firm must meet the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (the yellow book) and Laws and Rules of the Florida Board of Accountancy Chapter 455 and 475, FS Chapter 11, 218 and other applicable statutes, and Florida Administrative Code Chapter 61H1.

1.6 CONTRACT AWARDS

The BCC anticipates entering into a contract with the proposer who submits the proposal judged by the County to be most advantageous. The BCC anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the BCC. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the County, an agreement executed by parties and approved by the appropriate level of authority within the County. A sample Contract is attached to this RFP. The BCC anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contact which may result from the RFP may deviate from the Sample Contract if in the County's opinion such deviation is reasonable, justifiable and serves the best interest of this procurement and of the BCC.

In the event the parties are unable to negotiate terms acceptable to the County, the County may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals.

The County reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The County may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.7 DEVELOPMENT COSTS

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1.8 INQUIRIES

Interested proposers may direct questions to Joe Pillitary. The BCC's Purchasing Office will act as a clearinghouse for all questions and answers regarding the RFP.

Joe Pillitary
850-595-4878 phone
850-595-4806 fax
E-mail address jfpillit@co.escambia.fl.us

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The County may mail written addenda before the date fixed for receiving proposals. Proposers shall contact the County to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding upon the County and should be disregarded.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the County through written communication with the County prior to the opening of the proposals.

1.9 TIME TABLES

The County and proposers shall adhere to the following schedule in all actions concerning this RFP:

For a complete time table see Appendix D

- a. The last day for question and answer clarifications regarding the proposal will be May 24, 2014 at 2:00 pm CDT.
- b. The County shall receive the proposals by the 2:00 pm CDT receiving time on May 28, 2014.
- c. The County will review and evaluate the proposals in a timely manner.
- d. Short-listed firms will be scheduled for oral presentations in June.
- e. The County may enter into a contract after obtaining appropriate approvals and conducting negotiations.
- f. Anticipate finalization of contract with awarded firm by June 10, 2016 for placement on Agenda for next BCC meeting.
- g. Anticipated contract term will begin with the fiscal year ending September 30, 2014. For audit planning purposes the field work and interim testing for the first nine months of the fiscal year will occur during August 2014. The final field work for the fiscal year ending September 30, 2014 will occur during November and December 2014. Future contract renewal terms will follow same date pattern.

1.10 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County to do so. The County will notify proposers of all changes in scheduled due dates by written addenda.

1.11 ADDENDA

If revisions become necessary, the County will provide written addenda to all proposers who have received the RFP via mail or fax. The County shall not be responsible for providing said addenda to potential proposers who receive a proposal package from other sources. All addenda issued by the County will include a receipt form that must be signed and included with any proposals that are submitted to the County. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the County.

1.12 SELECTION PROCESS

Evaluation of proposals will be conducted by the County's audit committee. The audit committee is comprised of one representative from each of the elected officials, specifically the BCC, the Sheriff, the Tax Collector, the Property Appraiser, the Clerk, and the Supervisor of Elections. The committee will short list a minimum of three (3) proposers to be finalists for further consideration based on the initial submittal. During the initial evaluation process, the proposers may be required to submit follow-up information for clarification purposes only.

In the event that there are less than three (3) responsive proposals, the committee will give further consideration to the remaining proposals received.

Upon short listing, the committee will then conduct any of the following: discussions, interviews, or oral presentations (at proposer's expense) for clarification purposes only, with the finalists and re-evaluate and rate the finalist's proposals. The top ranked proposers resulting from this process will be recommended for award to the BCC.

Respondents will be ranked in order as determined by the audit committee of being best qualified based on the considerations listed in the evaluation criteria. Award sequence will be based on the established ranking.

1.13 NEWS RELEASES

The proposer shall obtain the prior approval of the BCC of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates generated by the proposer or its agents.

1.14 LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of RFP receipt. This license shall remain current through the duration of the engagement. The proposal of any proposer that is not fully licensed and certified shall be rejected.

1.15 PUBLIC ENTITY CRIMES

In accordance with applicable portions of Section 287.133, Florida Statutes, which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

1.16 CODE OF ETHICS

If any proposer violates or is a party to a violation of the Code of Ethics of the County of Escambia or the State of Florida with respect to this proposal, such proposer may be

disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals of work, goods or services for the County of Escambia. A copy of the County and State Ethics Codes is available at the BCC's Purchasing Office.

1.17 DRUG-FREE WORKPLACE

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1.18 PROCUREMENT POLICIES AND PROCEDURES

This RFP is governed by the County. Policies and Procedures for procurement are available for your review at the Board's Purchasing Office or at www.myescambia.com.

1.19 POLITICAL CAMPAIGNS

During the term of this Agreement, the Consultant or any employee or associate, shall not be involved in any political campaign for County elective office nor make financial contribution(s) to any such campaign.

1.20 CONDUCT OF PARTICIPANTS

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the BCC and other local elected officials or any member of the Selection Committee at any time during the course of the solicitation process. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the Selection Committee regarding the pending solicitation or its outcome until after the Committee has arrived at a recommendation of the most qualified submitters. Until such recommendation is disclosed, any contact with the Selection Committee shall be channeled through the Office of Purchasing. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

1.21 INSURANCE

The proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

INSURANCE REQUIREMENTS **(proof of ability to obtain to be submitted with proposal)**

WORKER'S COMPENSATION

The proposer shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation is required and must be provided to the County of Escambia via Certified Mail.

COMMERCIAL GENERAL LIABILITY

The proposer shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be **\$1,000,000** per occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability with a deductible no more than \$10,000.

The County of Escambia must be named as an additional insured. The additional insured requirement is waived if Owners and Proposers' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The proposer shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be **\$500,000** per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the proposer does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the proposer indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Proposer's Signature: _____

Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The Consultant shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be \$1,000,000 per occurrence with a deductible of no more than \$10,000.

Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the Clerk's Office that originated this contract.

Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the BCC's Purchasing Office and approved prior to the start of any work or the possession of any County property or the commencement of services, as application.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Consultant shall indemnify and hold harmless the County, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this agreement. Except as specifically provided herein, this agreement shall not require the Consultant to indemnify the County, its officers, and employees from any liability, damage, loss, claim, action, or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the County to enforce this indemnification Clause shall be borne by the Consultant. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

1.22 DEFINITIONS

The following definitions are listed to present a clear understanding of operational terms:

Auditor means the independent certified public accountant retained and paid by the County to perform a financial audit.

County Agency means a Board of County Commissioners, a Clerk & Comptroller, a Sheriff, a Property Appraiser, a Tax Collector, a Supervisor of Elections, Pensacola Bay Center, Law Library or any other officer in whom any portion of the audit is included.

Financial Audit means an examination of the County's financial statements and the individual elected official audit reports in order to express an opinion on the fairness with which they present financial position, results of operations, and changes in financial position in conformity with generally accepted governmental accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

STATEMENT OF RESPONSE
ANNUAL FINANCIAL AUDIT SERVICES
FOR ESCAMBIA COUNTY

If you are not proposing on this service/commodity, please complete and return this form to the BCC's Purchasing Office via fax number 850.595.4805. Failure to respond may result in deletion of your firm's name from the qualified vendor list of the County.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

- _____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturing only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

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, and 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 subsection (1).
4. In the statement specified in subsection (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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
by _____ (print name of the public entity)

(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 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 HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of, 19 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission exp _____

(Printed typed or stamped commissioned name of notary public)

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation 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)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
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: _____

PART II – STATEMENT OF WORK

2.1 WORK OBJECTIVE

This RFP solicits proposals from certified public accounting firms to provide the County with an annual financial statement audit. The RFP is to provide responding parties with guidelines and information to aid in their submission of proposals.

The County will contract for five annual audits (2014, 2015, 2016, 2017, and 2018) based on a fee not to exceed a maximum amount (per year) with provisions for extension of the contract for five one year renewal terms. Additional services will be contracted for separately with the County reserving the right to solicit to other firms.

Escambia County has a population of approximately 296,000 people and is located in the northwestern part (the "Panhandle") of Florida. The County employs some 2,547 full-time employees and has total net position of over \$639 million and revenues of over \$290 million for the year ending September 30, 2013. The County organizational chart is presented on pages 32 and 33. The County has consecutively received the GFOA's Certificate of Achievement .

The County provides a pension plan through the Florida Retirement System (FRS) for all full-time employees of the County. FRS is a multiple employer cost sharing defined benefit pension plan established in 1970 by Chapter 121, Florida Statutes and is administered by the Florida Department of Management Services, Division of Retirement. Financial reports including financial statements and required supplementary information are available.

The County's accounting system is substantially fully automated. All Clerk Finance Department staff has a personal computer with access to the accounting system(s). Computer access will be made available to the auditors. The primary accounting software is an integrated financial system supplied by Sungard Pentamotion, including general ledger, payroll, purchasing, fixed assets, accounts receivable, cash receipts, and extended reporting. The Finance Department utilizes reports from the accounting software, various spreadsheets, and word processing documents in preparing the Comprehensive Annual Financial Report (CAFR). In addition, Finance Department staff use personal computers extensively in day-to-day applications.

The County will provide adequate work and storage space during the field work period. County staff will be available to pull documents and prepare schedules that are agreed to prior to the start of the year-end field work.

Available for inspection are the County's CAFR, CAFR AG and Annual Audit Reports (for various years) on the Clerk's Website at www.escambiaclerk.com.

2.2 SCOPE OF WORK TO BE PERFORMED

The scope of the audit engagement will require the examination of the BCC and individual elected officials', the Pensacola Bay Center, and the Law Library (collectively known as "the County") financial statements as required by the Auditor General for the period of October 1, 2014 through September 30, 2018, and verification of beginning balances, in order to express an opinion on the fairness with which they present the financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

The funds and account groups to be audited are those included or includable in the County's annual audit report (available at www.escambiaclerk.com). The County shall have closed, balanced, and prepared financial statements for all funds and account groups to be examined by the auditor in a schedule of events ending prior to November 15th, of each year. The Clerk will have primary responsibility for producing the CAFR (and all elements thereof) as well as the Annual Audit Report. The auditor shall assist in finalizing the County's annual financial report, and shall include an opinion in its report regarding the County's CAFR; as well as the individual elected officials' audit reports (including notes to financial statements), and shall include an opinion in its report regarding the County's CAFR and supplemental financial schedules. The opinion shall reference the audit of the County's governmental and business-type activities, each major fund and the aggregate remaining fund information. The County shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the County's CAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The County's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

All records of constitutional officers of Escambia County, Florida, shall be included in the single combined audit report with separate management letters for each constitutional officer.

The audit should be performed in accordance with the following as they exist or as each may be subsequently amended:

- ◆ Generally accepted governmental accounting principles as promulgated by GASB
- ◆ Statements on Auditing Standards (GAAS) promulgated by the American Institute of Certified Public Accountants (AICPA)
- ◆ Government Auditing Standards (GAS) issued by the Comptroller General of the United States
- ◆ OMB Circular A-133 and other applicable OMB circulars
- ◆ The Federal and Florida Single Audit Acts
- ◆ Florida Statutes as applicable
- ◆ Regulations of the Florida Department of Financial Services
- ◆ Rules of the Auditor General, State of Florida, Chapter 10.550
- ◆ Audits of State and Local Governmental Units (AICPA Audit Guided revised) or other authoritative standards
- ◆ Any applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

The auditors shall perform a study and evaluation of internal accounting and administrative controls as required by GAAS and GAO. If weaknesses are noted, recommendations should be

reviewed with the appropriate level of management and included in a separate Management Letter to each elected official.

Timeliness and the ability to complete the individual audit reports in a timely manner are critical factors in the performance of the audit. The proposer should include a proposed audit plan in consideration of the County's plan outlined in Appendix A (which will be subject to annual negotiation). The auditor will coordinate the audit with the Clerk's Administrator for Financial Services and will mutually endeavor to accomplish the audit in a phased basis throughout the year to reduce the year-end workload on the County's financial audit activities.

The auditor will review and accept separate audit reports for the Human Relations Commission, the Santa Rosa Island Authority, the Pensacola Economic Development Commission, and the Housing Finance Authority.

The Auditor agrees to do the GFOA checklist review for submission to the GFOA.

The auditor will agree to end field work by January 10th and to complete a review of the CAFR in time for the County to release the CAFR by February 15th ^t and the Annual Audit Report by the same date .

2.3 REPORTS TO BE ISSUED

The County requires:

- ◆ An opinion on the CAFR
- ◆ An opinion on the government-wide basic financial statements and all supplementary information
- ◆ A separate single audit report that complies with OMB Circular A-133 and Rules of the Auditor General, State of Florida, Chapter 10.550 for Federal and State Programs
- ◆ A Schedule of Financial Assistance, both Federal and State
- ◆ A report on compliance and internal control over financial reporting
- ◆ A report on Landfill Management Escrow Account activity
- ◆ A report on Section 29.008 Article V revenues and expenditures
- ◆ Individual management letters as required by Florida Statute 11.45(3)(a)4 and defined in Rule 10.554, Rule of the Auditor General, for each elected official in accordance with the Auditor General of the State of Florida that includes a summation statement of audit findings and recommendations affecting financial statements, internal control, etc.
- ◆ Data collection form for reporting on audits of states, local governments, and non-profit organizations
- ◆ Any attestations of conclusions or special reports as required from time-to-time by Florida Statutes or Rules of State Agencies
- ◆ Review the Annual Financial Report (AFR). Filed via LOGER.

Prior to submission of the completed report, the audit firm's staff will be required to review a draft of the proposed report and management letter with individual constitutional officers.

After delivery of the final audit report, the firm shall have the responsibility to notify each constitutional officer of his/her right to provide a written statement of explanation or rebuttal to the auditor's comments, including corrective action to be taken.

The independent audit reports shall be delivered by the auditor to the Clerk's liaison for inclusion in the audit report that is published on behalf of the County.

2.4 SPECIAL CONSIDERATIONS AND SERVICES

- A. The County will send a CAFR to the GFOA of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program by providing technical advice to ensure awarding of certification.
- B. The schedules of federal and state financial assistance and related auditor's report, (data collection report) as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the CAFR.
- C. Review of the accrued liability reserves for the County's self funded workers compensation fund and the general liability fund.
- D. Review of the financial report of the County filed with the Department of Banking and Finance, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the financial statements for the year ended September 30, 2014 and all subsequent years covered by this agreement.
- E. Review and issuance of special reports as required for:
 - ◆ The landfill liability financial assurance
 - ◆ Article V Section 29.008 report
- F. The auditor must designate the partner in charge and two (2) "key" members of the audit team. The County shall reserve the right to approve any substitutions or changes in those staff designated as "key".
- G. The auditor shall report to the Clerk at least weekly the status of any potential audit adjustments so that the County may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Clerk no later than 90 days following the end of the fiscal year under audit.
- H. The auditor will be available to attend the BCC meetings at which time the audit report will be submitted for acceptance. The auditor will be available to present the report or to respond to BCC questions as needed.
- I. There may be instances where the auditor will need to rely on estimates prepared by third-party specialists in respective fields such as engineering and/or actuarial estimates. Guidance found in SAS 73 will govern the use of third-party estimates.

2.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All reports and other documents that result from the auditor's services shall become the property of the County after final payment to the auditor. No changes or revisions to such documents shall be made by the County or its agents without the auditor's written approval.

Working papers are the property of the auditor and should be held locally for a period of five years. Working papers will be available for examination or duplication without charge to authorized County personnel or designated agencies, representatives of the cognizant Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General or the State Board of Accountancy. They will be made available for examination or duplication at reasonable charge to subsequent auditors engaged by the County.

The auditor will agree to notify the County if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the County or any government client audited by the local office.

To make each proposer aware of certain additional contractual requirements, which the County will provide for the contract, the following points are made:

- a) Understanding the nature of most CPA firms' promotion/resource reallocation practices, the County will reserve the right to approve the re-designation of any partner, manager, or seniors at the on-site supervisory or higher level. Each proposer should be aware of the County's interest in the on-site expertise and experience of the proposed project team.
- b) We expect immediate compliance with any expanded scope definitions and will only consider fee adjustment where significant change can be demonstrated which will materially affect what the County should have expected the auditor to accomplish at the time of fee determination.
- c) The auditor acknowledges that it will conduct its business in conformity with the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event the auditor causes or in any way promotes or encourages a County officer, employee, or agent to violate Chapter 112, Florida Statutes, the County shall have the right to immediate termination of this agreement.

PART III - TIME REQUIREMENTS

3.1 SCHEDULE FOR CONDUCTING AUDITS

Each of the following should be completed by the Auditor no later than the dates indicated:

- A. Interim Work – The auditor shall complete interim work by August 31, 2014 and all subsequent years covered by this contract.
- B. Detailed Audit Plan – The auditor shall provide the County by July 31st each year both a detailed audit plan and a list of all schedules to be prepared by the County.

**PART IV – ASSISTANCE TO BE PROVIDED TO THE AUDITOR
AND REPORT PREPARATION**

4.1 FINANCIAL SERVICES DEPARTMENT AND CLERICAL ASSISTANCE

The County staff and responsible management personnel will be available during the provision of services to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

4.2 WORK AREA, TELEPHONES, PHOTOCOPYING AND FAX MACHINES

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and facsimile machines. The auditor will provide their own personal computer equipment and printers. The auditor will provide their own office supplies, such as pens, printer paper, etc.

4.3 REPORT PREPARATION

CAFR and annual audit report preparation, editing and printing shall be the responsibility of the Clerk. Preparation and printing of other reports described herein shall be the responsibility of the proposer. The auditor will coordinate the delivery of each constitutional officer's stand-alone financial statements and notes to the Clerk no later than December 5th so that the Clerk can prepare the consolidated financial statements used in the preparation of the CAFR.

PART V – INSTRUCTIONS FOR PREPARING PROPOSALS

5.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

5.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format and follow the numbering format below for tabbing/indexing their RFP submittal. Proposal to include but not limited to:

1. Title Page. Title page showing the RFP's subject; the firm's name; the name, address and telephone number of contact person; and the date of the proposal.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. Letter of Transmittal - This letter will summarize in a brief and concise manner the following:
 - ◆ Proposer's understanding of the scope of work and make a positive commitment to timely performance of work.
 - ◆ The letter must name all persons or entities interested in the proposal as principals.
 - ◆ The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
 - ◆ Identify all of the persons authorized to make representations for the proposer, including the titles, addresses and telephone numbers of such persons.
 - ◆ An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

The firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The County will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the County. The letter should not exceed two pages in length.

4. Executed copy of Drug Free Workplace.
5. Proposer Guarantee (Appendix B).
6. Notarized Acknowledgement of Business Type Form.

7. Statement acknowledging receipt of each addendum issued by the County.
8. Understanding of Scope of Services as detailed Part II.
9. Technical Proposal (as detailed herein).

5.3 CONTENT OF TECHNICAL PROPOSAL

A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firms and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items B through R, must be included.

TECHNICAL PROPOSAL SHOULD UTILIZE SAME NUMBERING FORMAT IDENTIFIED HEREIN

B. Independence

1. The firm shall provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards and the US General Accounting Office's Governmental Auditing Standards.
2. The firm shall also disclose any relationships or business dealings either the firm itself or its key partners and personnel have with the County or key County personnel that could appear to be a conflict.
3. The firm should list and describe the firm's or any individual in the firm's professional relationships, if any, involving the County or key County personnel for the past five (5) years.

C. License to Practice in Florida

1. An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in Florida.

D. Firm Qualifications and Experience

1. Proposer to identify the following:
 - ◆ State whether the firm is local, national, or international
 - ◆ Size of the firm
 - ◆ Size of the firm's governmental audit staff
 - ◆ Location of the offices from which the work on this engagement is to be performed
 - ◆ Number and nature of the professional staff to be employed in this engagement on a full-time basis.
 - ◆ Number and nature of the staff to be so employed on a part-time basis and a delineation of the responsibilities of the firm.
2. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.
3. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any professional staff during the past three (3) years with State Board of Accountancy or the Auditor General.
4. The firm shall also describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation.

Failure to return this information with your proposal may result in the rejection of your proposal.

E. Partner, Supervisory and Staff Qualifications and Experience

1. The proposal shall identify the principal supervisory and management staff of engagement office, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in Florida.
2. The proposal shall also include information on the governmental, utility and electronic data processing auditing experience of each person on the team, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations and on standards setting advisory boards and committees relevant to the performance of this audit.

As much information as possible should be provided regarding the number, qualifications, experience and training of the specific staff to be assigned to this engagement. The proposal shall also indicate how the quality of staff over the term of the agreement will be assured.

3. Describe the firm's participation and experience in quality reviews and peer reviews, specifically the inclusion of governmental audits in the quality review and peer reviews of the proposed office. Enclose a copy of the firm's latest peer review report. Report to be submitted at end of Section 5.3, Item E.
4. The auditor should outline its commitment to governmental auditing and financial reporting experienced by:

- ◆ Compliance with Florida Statutes and Rules and Government Auditing Standards for staff CPE in governmental auditing or accounting by staff levels involved.
- ◆ Commitment to active participation in local, state and national governmental finance organizations.
- ◆ Growth experience in number of governmental audit clients served locally, state-wide and nationally. Number of governmental clients served in the management advisory services practice of the firm locally, state-wide or nationally.

F. Similar Engagements with Other Government Entities

1. For the engagement office assigned responsibility for the audit, list and rank the five (5) most significant engagements performed in the last five years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours.

Indicate:

- ◆ the scope of work
- ◆ date
- ◆ engagement partners
- ◆ total hours
- ◆ the name and telephone number of the principal client contact

The County reserves the right to contact the above-mentioned references and any other clients.

G. Conflict of Interest

The proposal must also disclose any potential real or perceived (as outlined in GAS Chapter 3) conflicts of interest due to any other client's contract or property interests or include a notarized statement certifying that no member of your firm's ownership, management or staff currently have a vested interest which might be considered a conflict of interest. Any potential conflict of interest listed by a firm will be reviewed by the County Attorney to determine its substantiveness. If the conflict of interest is found to be substantive, the proposal will be rejected.

H. Specific Audit Approach

The proposal must set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Part II of this RFP. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals, programs, and other financial and management information. Proposers will be required to provide the following information on their audit approach.

1. Proposed segmentation of the engagement.
2. Staffing assignments and levels to be designated to each proposed segment of the engagement.

3. Extent of evaluation and use of electronic data processing software in the engagement.
4. Approach to be taken to gain and document an understanding of the County's internal control structure.
5. Approach to be taken in determining laws and regulations that will be subject to audit test work.
6. Approach to be taken in determining audit samples for purposes of test compliance.

I. Proof of Insurance

Firms shall provide proof that they are in compliance with the insurance requirements as described in Part I (1.21) and specifically regarding minimum coverage for Errors and Omissions Insurance.

J. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

K. Availability

Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.

L. Additional Information

This section shall include the following items:

1. Provide a summary of any litigation filed against the proposer in the past five years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
2. Any additional information which the proposer considers pertinent for consideration should be included in this part of the proposal.

M. Dollar Cost Bid

This section of the Proposal should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

The first page of the price proposal should include the following information:

1. Name of Firm

2. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the County.
3. A total all-inclusive maximum price for the 2014 engagement.

N. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A, Part 1), that supports the total all-inclusive maximum price.

The cost of special services described in Part II (2.4) of this RFP should be disclosed as separate components of the total all-inclusive maximum price using the formats provided in Appendix A, Parts 2 and 3.

O. Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes. All estimated out-of-pocket expenses to be reimbursed should be presented in the dollar cost bid in the format provided in the attachment (Appendix A). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the proposal pricing cost, stating that travel, lodging and subsistence expenses included in the total all-inclusive price are in accordance with Section 112.061, Florida Statutes.

P. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon a written agreement between the County and the firm. Any such additional work agreed to between the County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Q. Pricing for Contract Years 1 through 5

Use the lower section of Appendix A, Part 1, to provide the total all-inclusive price for contract years 1 through 5. If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement that those rates will be applicable for any additional professional services which may be requested during those contract years.

R. Manner of Payment

Payments will be based on a percentage of completion methodology based on scheduled milestones/progress, to be developed upon awarding of the contract. The County will withhold 10% retainage from all scheduled payments until final completion of the Audit. The County reserves the right to inspect records supporting the auditor's billings.

PART VI – EVALUATION OF PROPOSALS

6.1 EVALUATION CRITERIA

The County will evaluate proposals and will select the proposer(s) which meets the best interests of the County. The County shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The County’s decision will be final.

The following represent the principal selection criteria and related weight values; however, not limited to, which will be considered during the evaluation process.

| Criteria | Weight Values |
|---|----------------|
| Responsiveness of the proposal related to the scope of work | 0 - 5 |
| Ability, capacity, and skill of the proposer to perform the services on a timely basis | 0 - 30 |
| Responses of the clients' governmental references | 0 - 10 |
| Experience of the business and individual members of the business in accomplishing similar services | 0 - 5 |
| Total price | 0 - 30 |
| Recent, current and projected workload of proposing auditors | 0 - 5 |
| The quality, availability, and adaptability of the services to the particular need requested | 0 - 10 |
| Local presence | 0 - 5 |
| Total | <u>0 - 100</u> |

ALTHOUGH COST IS OF CONSIDERABLE IMPORTANCE, IT WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

APPENDIX A, PART 1

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
 FOR THE AUDIT OF THE SEPTEMBER 30, 2014 – 2018 FINANCIAL STATEMENTS:
 SUPPORTING SCHEDULE FOR AUDIT SERVICES**

| | HOURS | PROPOSED HOURLY RATES | PROPOSED TOTAL |
|---|-------|-----------------------|----------------|
| Partners | | | |
| Managers | | | |
| Supervisory Staff | | | |
| Staff | | | |
| Other (specify) | | | |
| Other (specify) | | | |
| Subtotal | | | |
| Other Expenses (specify): | | | |
| | | | |
| | | | |
| Total Price for Audit Services | | | |
| Year 1 | | | |
| Year 2 | | | |
| Year 3 | | | |
| Year 4 | | | |
| Year 5 | | | |
| Grand Total Price for Audit Services (5 years) | | | |

NOTE: If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement as to whether those rates will be applicable for any additional professional services which may be requested during those contract years.

Name of Firm: _____

APPENDIX A, PART 2

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR ADDITIONAL SERVICES NOT IDENTIFIED IN PART II**

| | <u>STANDARD HOURLY RATES</u> |
|--|--------------------------------------|
| Partners | \$ _____ |
| Managers | \$ _____ |
| Supervisory Staff | \$ _____ |
| Staff | \$ _____ |
| Other (specify): _____ | \$ _____ |
| Other (specify): _____ | \$ _____ |
| Other Expenses (specify): _____ _____ _____ | |

Name of Firm: _____

**APPENDIX B
PROPOSER GUARANTEES**

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Part II, Statement of Work.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX C
BILLING/PAYMENT SCHEDULE

| <u>Audit Plan/Phase</u> | <u>Completion Date</u> | <u>Payment Progress</u> |
|--|------------------------|-------------------------------------|
| Planning | July 31st | Progress billing less retainage |
| Preliminary Field Work (Interim) | August 31st | Progress billing less retainage |
| Year End Field Work | December 31st | Progress billing less retainage |
| Completed Reviews/Exit Conferences and Release of Reports | February 15th | Final billing and release retainage |

**APPENDIX C
 AUDIT TIME LINE**

August 18- 29, 2014Auditor Field Work Testing
 September 23, 2014 (Tues)Approval of Budget by BOCC
 September 15 - 26, 2014 (Mon - Fri) Adjustments by Budget Dept & Review of
 Budget Prep System by Budget & Finance Depts.
 September 26, 2014 (Fri) (AP, L-Vendors & PR) Check Run
 September 30, 2014 (Tue) (AM to ?) Computer down (NO ENTRIES)
 Run Reports from Year End Procedures
 Backup Files
 Close Period 12, Open Period 13 & 1
 Interface New Budget
 September 30, 2014 (Tue) (IT) Move Live Payroll to Training for all Databases
 October 1, 2014 (Wed)Comp earned/leave taken due to Payroll
 October 3, 2014 (Fri) Change fund letters
 Supplies inventories
 October 3, 2014 (Fri) Payroll accrual due
 October 6, 2014 (Mon) All Daily Deposit Reports
 Interdepartmental AR reports and billings due
 October 10, 2014 (Fri).....PCard Receipts due
 Final Submission of all Invoices, Receiving Reports &
 Vouchers (Including Contracts)
 Compensated absences JE due
 Revenue accruals due
 Grant accruals due
 October 13, 2014 (Mon) Bank Recons and A/R Recons
 October 14, 2014 (Tues) All Payables Loaded
 October 15, 2014 (Wed) Final Check Run for FY2014 Appropriations
 After check run ask IT (Karl) to run Aged AP Report
 Run Reports for Encumbrance Rollover
 October 17, 2014 (Fri) AP Accruals
 November 6, 2014 (Thurs)BOCC to approve encumbrance roll over / Budget adjustment
 November 7, 2014(Fri)..... Post Rollover Budget Amendments
 Final Order for CAFR & Audit Covers & Spines
 Fixed Asset Expenditure Reclass entries & Fixed Asset Posting
 November 10, 2014 (Mon).....All fund folder assignments Done/All entries to GL Done
 November 11, 2014 (Tue) Veteran’s Day Holiday, County Offices Closed
 November 12, 2014 (Wed)..... Cash Flows Schedules
 November 17, 2014 (Mon)Auditors Return: Audit Schedules, PBC List Items
 System Reports, Trial Balance, work papers
 Fund Level Interface for CAFR
 December 5, 2014 (Fri)Receive Final Elected Officials’, SRIA, Law Library
 Transfers/DT-DF Schedules
 December 12, 2014 (Fri)Receive Draft Financials from Outside Agencies (Including Notes)
 January 9, 2015 (Fri) End of Field Work
 January 12 – 16, 2015 Exit Conferences with Elected Officials, Receive Responses
 January 20, 2015 (Tue)..... Article V Sec 29 Report to Auditor
 January 23, 2015 (Fri) Rough Draft of CAFR to Auditor
 January 27, 2015 (Tues)..... Receive Final Special Report from Auditor for Article V
 January 30, 2015 (Fri)Rough Draft of AFR/Sec 218 Report to Auditor
 Rough Draft of CAFR-AG version to Auditor
 February 13, 2015 (Fri) Final Approval of CAFR
 Final Auditor Approval AFR/218 Report,
 Landfill Escrow Audit Report, Clearinghouse Report, and Law Library Reports

February 16– 20, 2015 Print & Bind and Release CAFR to GFOA
February 23 2015 (Mon) Final Approval of CAFR-AG
February 23 - 27, 2015 Print/Bind and Release CAFR-AG

NOTE: Run system update for FY14 each week after AP & JEs to accurately reflect FY15 cash.

ACKNOWLEDGMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and **submitted with RFP package** on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and will full understanding of the conditions governing this proposal.

BUSINESS ADDRESS PROPOSER:

Address _____
City _____ State _____ Zip _____
Telephone No. _____ Fax No. _____
Federal ID No. _____

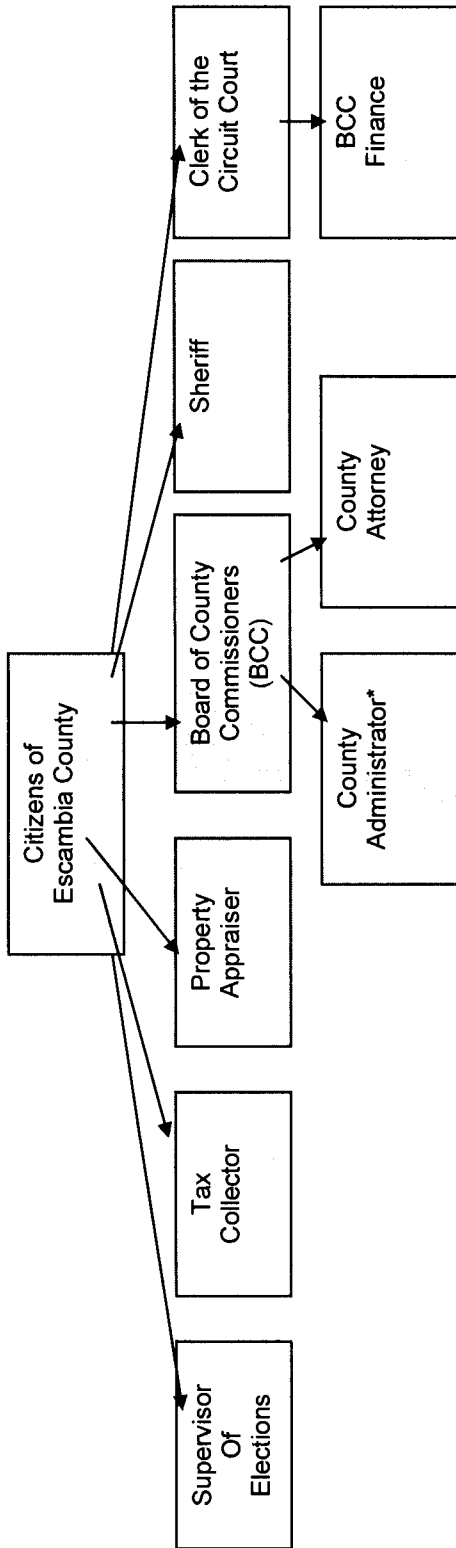
SIGNATURE OF BIDDER:

If an Individual: _____, doing business
Signature
as _____
If a Partnership: _____
by: _____
General Partner Signature
If a Corporation: _____
Corporate Name
(a _____ Corporation)
by: _____
Signature
Title: _____
Attest: _____ (SEAL)
Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ COUNTY OF: _____
The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by
_____ who is (who are) personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____
NOTARY NAME, PRINTED, TYPED OR STAMPED: _____
Commission Number: _____ My Commission Expires: _____



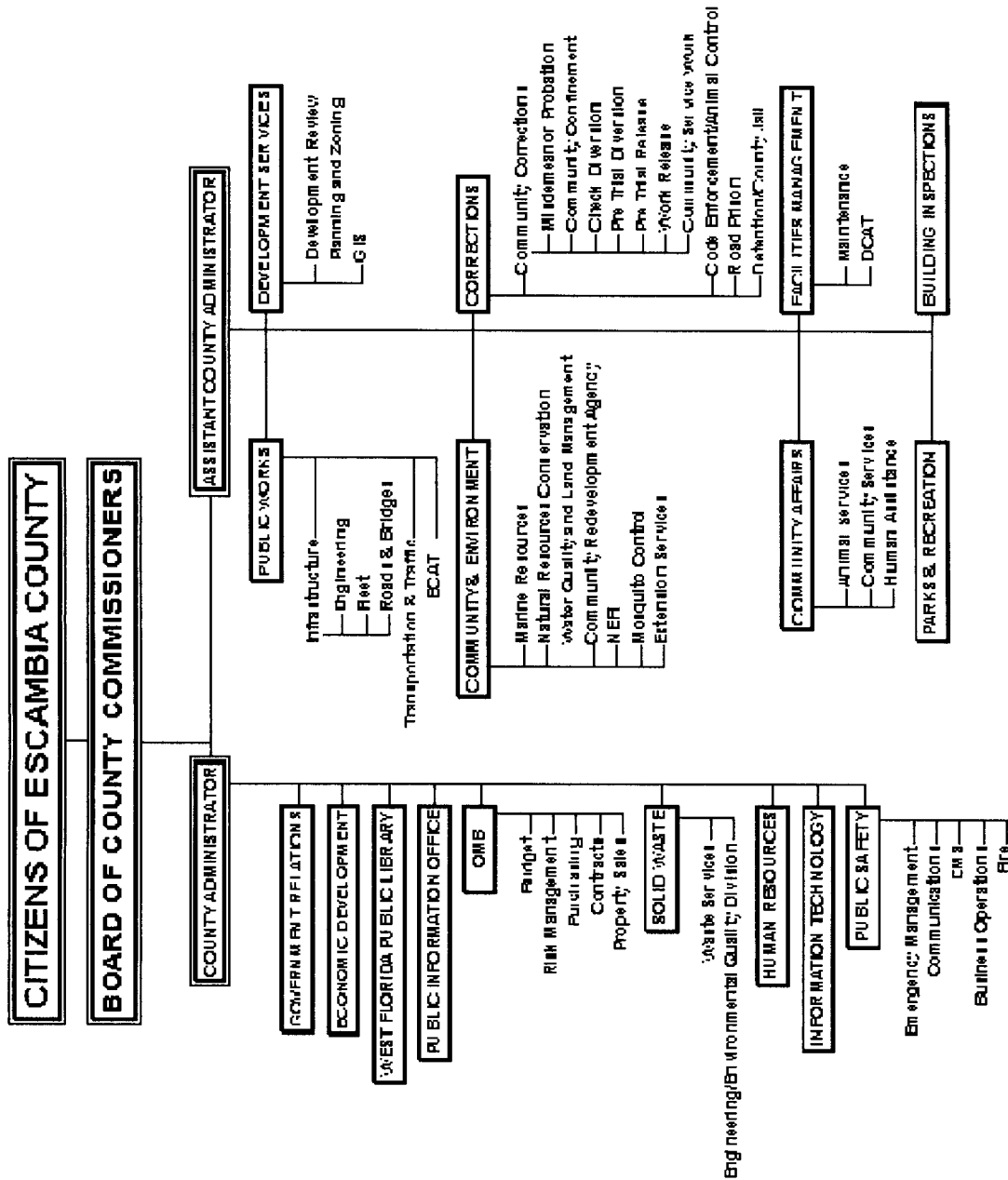
additional

for

page

next

*See
information



SAMPLE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the County of Escambia, a local government of the State of Florida, hereinafter referred to as the COUNTY, and _____ hereinafter referred to as the AUDITOR:

WHEREAS, the COUNTY intends to enter into a non-exclusive agreement for the provision of Annual Financial Audit Services by the AUDITOR to the COUNTY; and,

WHEREAS, the COUNTY requires certain professional services in connection with annual financial auditing services and,

WHEREAS, the AUDITOR represents that it is capable and prepared to provide such Services:

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the COUNTY to request and the AUDITOR to provide expert witness services in connection with court proceedings arising out of projects in which the AUDITOR provided audit services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be 10 days after approval by the Board of County Commissioners (BCC) for a five year term, with the option to renew for five (5) additional one year periods, subject to cancellations as provided herein.

ARTICLE 2 – SERVICE TO BE PERFORMED BY CONSULTANT

The AUDITOR shall perform the services as specifically stated in the Scope of Work (Exhibit A) and as may be specifically designated and additionally authorized by the COUNTY through the issuance of a Work Order. Such additional authorizations will be in the form of a Work Order, pursuant to Addendum 1, which is attached hereto as part of this Agreement. Each Work Order will set forth a specific Scope of Services, amount of compensation, deliverables and completion date and shall be subject to the approval of the BCC in accordance with the COUNTY'S Purchasing Policies and Procedures. AUDITOR shall perform no work until all applicable work authorization is obtained in accordance with the COUNTY'S Purchasing Policies and Procedures and countersigned by the AUDITOR.

ARTICLE 3 – COMPENSATION

The COUNTY shall pay AUDITOR in accordance with Attachment B and C, Fee Schedule which are attached hereto and incorporated by reference as part of this Agreement. Failure to submit timely the audit report will result in the withholding of further fee payment by the County until satisfactory submission is made. In addition, the County thereafter reserves the right to terminate this agreement upon completion of the auditor services for the fiscal year in question and re-award a contract for the remaining audit years to another vendor.

In the event there are delays caused by actions or omissions of the County that delay the auditor's performance pursuant to the audit schedule, the BCC will grant the auditor reasonable extensions of the schedule. In other cases, upon a finding of good cause, the BCC may extend the schedule only upon written request by the auditor. However, in the performance of all services under this agreement, dates for preparation, submission, and review of the audits established by the Auditor General of the State of Florida and any other applicable laws, regulations, and rules shall be complied with and shall prevail over this section.

ARTICLE 4 – STANDARD OF CARE

AUDITOR shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional surveyor, under similar circumstances and AUDITOR shall, at no additional cost to the COUNTY, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 – INDEMNIFICATION

AUDITOR shall indemnify and hold harmless the COUNTY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of AUDITOR and persons employed or utilized by AUDITOR in the performance of this Agreement. Except as specifically provided herein, this Agreement shall not require the AUDITOR to indemnify the COUNTY, its officers, and employees from any liability, damage, loss, claim, action or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the COUNTY to enforce this Indemnification Clause shall be borne by the AUDITOR. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

ARTICLE 6 – INDEPENDENT CONTRACTOR

AUDITOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The COUNTY shall have no right to supervise the methods used, but the COUNTY shall have the right to observe such performance. AUDITOR shall work closely with the COUNTY in performing Services under this Agreement. The AUDITOR shall not receive any COUNTY benefits, stipend or privileges afforded to COUNTY employees.

ARTICLE 7 – COMPLIANCE WITH LAWS

In performance of the Services, AUDITOR will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, AUDITOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverage shall be written by an insurance company authorized to do business in Florida.

WORKERS COMPENSATION

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any agent of AUDITOR that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation, lapse or material modification is required and must be provided to the COUNTY via Certified Mail.

COMMERCIAL GENERAL LIABILITY

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a \$10,000 deductible.

The COUNTY must be named as an additional insured. The additional insured requirement is waived if owners and Contractors' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The AUDITOR shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the AUDITOR does not own any vehicles, the COUNTY will accept hired and non-owned coverage in the amounts listed above. In addition, the COUNTY requires an affidavit signed by the AUDITOR indicating the following:

_____ does not own any vehicles.
"Name of Auditor"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Name of Auditor"

Comprehensive Form coverage as of the date of acquisition.

Consultant's Signature: _____

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation, lapse or material modification of any coverage required by this Agreement.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be \$1,000,000 per occurrence with a deductible of no more than \$10,000.

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

1. The insurance coverage and conditions afforded by this policy(s) shall be suspended, voided, canceled or modified except after thirty (30) days prior written notice by Certified Mail, Return Receipt Required, has been given to the COUNTY.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the COUNTY, and approved prior to the start of any work or the possession of any COUNTY property or the commencement of Services, as application.

SUBCONTRACTOR'S INSURANCE

The AUDITOR shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful AUDITOR. Each subcontractor shall furnish to the successful AUDITOR two copies of the Certificate of Insurance, and successful AUDITOR shall furnish one copy of the Certificate of Insurance to the COUNTY.

ARTICLE 9 – COUNTY’S RESPONSIBILITIES

The COUNTY shall be responsible for providing all reasonably required access to all project sites, and providing information on hand including other data that are available in the files of the COUNTY.

ARTICLE 10 – TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

COUNTY shall have the right to terminate this Agreement or suspend performance thereof without cause for the COUNTY’S convenience upon fourteen (14) days written notice to AUDITOR, and AUDITOR shall terminate or suspend performance of services on a schedule acceptable to COUNTY or at the end of this fourteen (14) day period, at the option of the COUNTY. In the event of termination or suspension for COUNTY’S convenience, COUNTY shall pay AUDITOR for all services performed through the date of notice of termination or suspension.

ARTICLE 11 – NONDISCLOSURE OF PROPRIETARY INFORMATION

AUDITOR shall consider all information provided by COUNTY and all reports, studies, calculations and other documentation resulting from the AUDITOR’S performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. AUDITOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of COUNTY or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the COUNTY nor AUDITOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited, fire, flood, earthquakes, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 – GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Escambia County, Florida and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 14 – MISCELLANEOUS

14.1 Non-waiver

A waiver by either COUNTY or AUDITOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party’s rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion of provisions held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of compensation jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the AUDITOR or any employee or associate, shall not be involved in any political campaign for COUNTY elective office nor make financial contribution to any such campaign.

ARTICLE 15 – INTEGRATION AND MODIFICATION

This Agreement is adopted by the COUNTY and AUDITOR as a final, complete and exclusive statement of the terms of the Agreement between the COUNTY and AUDITOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters of other communications between the CITY and AUDITOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the COUNTY and AUDITOR.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The COUNTY and AUDITOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives. Any assignment, sale, pledge, or conveyance of this contract by AUDITOR must be previously approved by the COUNTY, whose consent may be reasonably withheld.

ARTICLE 17 – CONTINGENT FEES

The AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AUDITOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the AUDITOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 – TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the AUDITOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AUDITOR'S most favored customer for the same or substantially similar services.

The said rates and cost shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 19 – OWNERSHIP OF DOCUMENTS

AUDITOR shall be required to work in harmony with other auditors/consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY upon completion for its use and distribution as may be deemed appropriate by the COUNTY.

The AUDITOR acknowledges that this agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the AUDITOR fails to abide by the provisions of Chapter 119, Florida Statutes, the County without prejudice to right or remedy and after giving the AUDITOR and its surety, if any, seven (7) days written notice, during which period the AUDITOR still fails to allow access to such documents, terminates this agreement with the AUDITOR. In such case, the AUDITOR shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the AUDITOR.

ARTICLE 20 – USE OF OPERATIONAL SYSTEMS AND COMPUTER SOFTWARE

The AUDITOR shall obtain the County's written permission prior to using the County's computer system or software. The AUDITOR agrees that such system use will be controlled by the County so as not to disrupt its ongoing daily operations.

ARTICLE 21 – NOTICE

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to COUNTY

Board of County Commissioners
Management Services Bureau
Attention: Amy Lovoy
221 Palafox Place, Suite 440
Pensacola, FL 32502

As to AUDITOR

Attention:

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time-to-time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 CDT pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

ARTICLE 22 – PROJECT TEAM

The Project Team shall consist of:

Project Team members may be changed only with the prior written approval of the COUNTY.

IN WITNESS WHEREOF, the COUNTY, at a regular BCC meeting thereof, by action of the BCC and directing the foregoing be adopted, has caused these presents to be signed by the Chair, and its seal to be hereunto affixed

APPROVED this _____ day of _____, 20____.

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

By: _____
Lumon J. May, Chair

ATTEST: Pamela Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

ATTEST: Corporate Secretary

(Affirm Corporate Seal)

CONSULTANT

By: _____
Signature

(Seal)

WITNESS:

Name: _____

Title: _____

President (or other duly authorized Officer)

(Attach Resolution/Bylaw of authorization if no President)

ADDENDUM 1
FINANCIAL AUDIT SERVICES

The following Addendum items are amendments to the original documents and shall be considered as an integral part of said documents and biddings thereon as if bound therein. All items of the document shall remain intact unless amended by this addendum. This addendum consists of one page.

All bidders shall acknowledge this Addendum by completing the Addenda Acknowledgement section of the RFP and by submission of this form with their RFP response.

Company Name: _____

CERTIFICATE OF CURRENT COST AND PRICING DATA
Truth in Negotiations Act (TINA)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Escambia County Office of Purchasing's representative in support of *Request for Proposal for Financial Auditing Services PD 13-14.054** are accurate, complete, and current as of _____ day, of _____, 2014.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the *Escambia County Florida* that are part of the proposal.

Firm:

Signature:

Name:

Title:

Date: ***

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

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

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805

<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS
Purchasing Manager



May 16, 2014

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Financial Auditing Services PD# 13-14.054

Gentlemen:

We recently sent you a Request for Proposal on the above mentioned specification.

This Addendum #2 provides for: Modifying Addendum 1(as previously sent) as **Addendum 2 and;**

- The last day for question and answer clarifications regarding the proposal will be changed
From: ~~2:00 p.m., CDT Saturday, May 24, 2014~~
To: 5:00 p.m., CDT Monday, May 19, 2014
- The County shall receive the Proposals by
From: ~~2:00 p.m., CDT, Monday, May 28, 2014~~
To: 2:00 p.m., CDT, Wednesday, May 21, 2014

This Addendum Number 1 is furnished to all known prospective bidders/proposers. Please sign and return one copy of this Addendum, with original signature, with your bid/proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in black ink that reads "Joe Pillitary".

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JFP/crs

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

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myescambia.com/departments/purchasing>



CLAUDIA SIMMONS
Purchasing Manager

May 5, 2014

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: Financial Auditing Services, Specification Number PD 13-14.054

Gentlemen:

We recently sent you a Request for Proposals on the above mentioned specification.

- *This Addendum #1 provides for: Notifications In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances and;*
- *Special Terms and Conditions*

This Addendum Number 1 is furnished to all known prospective bidders/proposers. Please sign and return one copy of this Addendum, with original signature, with your bid/proposal as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Pillitary". The signature is stylized and cursive.

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JFP/crs

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:

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.

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 13-14.054 "Financial Auditing Service," 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.

1.1 SCOPE OF WORK:

The Escambia County Board of County Commissioners (hereinafter referred to as “BCC”) is seeking the professional services of a qualified auditing firm to provide services in connection to the County’s Annual Financial Audit. This RFP provides guidelines for the submission of proposals in response to Financial Audit Services.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6252 County Administrator's Report 11. 8.
BCC Regular Meeting Budget & Finance Consent
Meeting Date: 07/10/2014
Issue: Financial Auditing Services PD 13-14.054
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval: *[Signature]*

RECOMMENDATION:

Recommendation Concerning Financial Auditing Services, PD 13-14.054 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning PD 13-14.054, Financial Auditing Services:

A. Approve the following ranking of the Proposal Review Committee:

1. Warren Averett, LLC;
2. Saltmarsh, Cleaveland and Gund; and
3. Carr, Riggs & Ingram CPA's and Advisors; and

B. Approve the Agreement for Financial Auditing Services, PD 13-14.054, awarded to the first-ranked firm, Warren Averett, LLC, as follows:

1. Year 1, in the amount of \$207,240;
2. Year 2, in the amount of \$211,385;
3. Year 3, in the amount of \$215,612;
4. Year 4, in the amount of \$219,925; and
5. Year 5, in the amount of \$224,323.

Grand Total Price for Audit Services for 5 Years - \$1,078,485.

[Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101]

BACKGROUND:

Per Florida Statute 218.391 prior to the selection of an auditor all non-charter Counties must have an auditor selection committee that includes, at a minimum, representatives from each of the elected officials subject to the annual audit. This audit committee consisted of a representative from the Board, Tax Collector, Property Appraiser, Sheriff and Supervisor of Elections. This committee met to write the scope of the request for

proposals (RFP), develop the decision criteria, serve as the selection committee and make recommendations to the Board after hearing proposals from respondents. This committee received three responses which were ranked as follows:

1. Warren Averett, LLC
2. Saltmarsh, Cleaveland and Gund
3. Carr, Riggs & Ingram CPA's and Advisors

The committee developed and utilized the following criteria for ranking:

- Responsiveness of the proposal related to the scope of work (0%-5%)
- Ability, capacity and skill of the proposer to perform the services on a timely basis (0%-30%)
- Responses of the clients' governmental references (0%-10%)
- Experience of the business and individual members of the business in accomplishing similar services (0%-5%)
- Total price (0%-30%)
- Recent, current and projected workload of proposing auditors (0%-5%)
- The quality, availability and adaptability of the services to the particular need requested (0%-10%)
- Local presence (0%-5%)

BUDGETARY IMPACT:

Funds are budgeted in the Office of Management & Budget cost center.

Funding: Fund 001 General Fund, Cost Center 140201, Object Code 53101

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Agreement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6491 County Administrator's Report 10. 11.
BCC Regular Meeting Budget & Finance Consent
Meeting Date: 10/09/2014
Issue: Commissary Services for the Jail PD 13-14.063
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commissary Services for the Jail - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Revenue Contract #PD13-14.063, Commissary Services for the Jail, and approve the Agreement for Commissary Services for the Escambia County Jail between Aramark Correctional Services LLC, and Escambia County, for total on gross revenue of 47%.

[Funding: Fund 111, Revenue Account, 342302, Detention/Jail Commissary]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal on July 14th 2014. Six bids were received with two being non-responsive.

BUDGETARY IMPACT:

This is a Revenue Contract proceeds to Fund 111, Rev Acct: 342302 Detention/Jail Commissary

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract.

Attachments

Bid Tab Awarded

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

| BID TABULATION | | DESCRIPTION: Commissary Services for the Jail BID # PD 13-14.063 | | | | | |
|---|---|---|--------------------------------|---|-------------------------------|---|--------------------------------|
| Bid Opening Time: 3:00 pm CDT Bid Opening Date: 08/5/2014 Bid Opening Location: Rm 11.407 | Cover Sheet/ Acknowledgement | Bid Bond or Check | Drug-Free Workplace Form | Information Sheet for Transactions & Conveyances Corporation ID | Acknowledgement of Addenda | Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes | Total Percent on Gross Revenue |
| NAME OF BIDDER | | | | | | | |
| Trinity Services Group, Inc. | Y | Bond | Y | Y | Y | Y | 38% |
| A'viands LLC | Y | Bond | Y | Y | Y | Y | 35% |
| Kimble's Food By Design | Y | Check | Y | Y | Y | Y | 41.5% |
| Aramark Correctional Services, LLC | Y | Bond | Y | Y | Y | Y | 47% |
| Oasis Mngmt Systems | | | | | Non-Responsive | | |
| Keefe Commissary | | | | | Non-Responsive | | |
| BIDS OPENED BY: | Joe F. Pillitary, Jr., Purchasing Coordinator | | DATE: 8/5/2014 | | | | |
| BIDS TABULATED BY: | Lori Kistler, SOSA | | DATE: 8/5/2014 | | | | |
| BIDS WITNESSED BY: | Lori Kistler, SOSA | | DATE: 8/5/2014 | | | | |

CAR
DATE 9/4/2014

BOCC
DATE 9/4/2014

The Purchasing Manager recommends to the BCC: To award a Contract to Aramark Correctional Services, LLC.
Services, LLC

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 @ 4:30 p.m. CDT on 08/12/2014

JFP/IK


**AGREEMENT FOR COMMISSARY SERVICES FOR
THE ESCAMBIA COUNTY JAIL PD 13-14.063**

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 Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.063) for commissary services for the Escambia County Jail; 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 inmate food service 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 one (1) year periods.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. **Scope of Work**. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Commissary Service for the Escambia County Jail, Specification No. P.D. 13-14.063, 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 August 1, 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 or for convenience upon providing one hundred and eighty (180) days written notice. 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: Aramark Correctional Services, LLC
Attention: Derek Harless
1101 Market Street
Philadelphia, PA 19107

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:

Approved as to form and legal sufficiency,

By/Title: [Signature]
Date: 9/23/14

COUNTY:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

By: _____
Deputy Clerk

(SEAL)

CONTRACTOR:

ARAMARK CORRECTIONAL SERVICES,
LLC

By: _____
President

Witness: _____

Date: _____

Witness: _____

EXHIBIT A



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections



P.O. Box 17800
Pensacola, FL 32522
(850) 436-9170
(850) 436-9167 Fax
www.mvescambia.com

Scope of Services Document for Escambia County Jail's Commissary
Contract

1.0 KEY ELEMENTS:

- a. **Title:** Scope of Service Write Up for Escambia County Jail's Commissary Provider as Services Pertain to Finance and Accounting
- b. **Background:** As required by Escambia County Board of County Commissioners the current Commissary Contract with Escambia County Jail has expired and will be put out for bid since we anticipate spending more than \$50,000 with vendor during FY2015.
- c. **Scope:** This scope of services document pertains to Escambia County Jail's Commissary contract and all applicable portions thereof.
- d. **Applicable Documents/Technical Specifications:** I defer to Escambia County BOCC's IT department regarding technical specifications and their supporting documents.
- e. **Tasks:**
 - i. Vendor should provide inmate commissary accounting software from which we
 - can view detailed information regarding deposits and expenditures of inmate account
 - allows checks to be issued to vendors and inmates
 - keep an accurate register of checks issued and deposits made
 - allows back reconciliations to take place
 - provides detailed reporting capability
 - will track and provide reporting on various debt codes that are customizable by our facility
 - can issue debit cards to inmates upon their release from our facility
 - provides all other functions equivalent to those provided in Canteen Manager v.5.0.31
 - ii. Vendor shall provide inmate commissary account cash deposit kiosks at 2 locations which will be utilized by the public for the depositing of funds into inmate commissary accounts
 - iii. Vendor will provide onsite training for staff members of our facility on an as needed basis
 - iv. Vendor will provide a staff of employees including supervisory personnel. all of them shall attend orientation and be subject to a satisfactory criminal history inquiry for the purposes of internal security. All persons employed by vendor in connection with its operation at the Escambia County Jail will be on the vendor's payroll and shall be deemed employees of the vendor for tax, insurance and all other employment purposes
 - v. Vendor will providing booking kiosks to facilitate the deposit and recording of inmate funds upon



EXHIBIT A

- their arrival at the Escambia County jail
- vi. Vendor will provide a sufficient number of kiosks within the housing units where inmates will be able to coordinate their commissary orders, file requests, file grievance forms. check their account balance and see their account ledgers
 - vii. Vendor will facilitate the procurement, sale and distribution of phone cards between an outside vendor and inmates incarcerated at Escambia County Jail
 - viii. Vendor will make commissary items available for purchase from outside persons and will then facilitate their delivery to the intended inmate
 - ix. Vendor to provide equipment for heating of water for use in consumption of items purchased on commissary. Equipment equal or identical to the following type of commercial grade heated water dispenser: Bun O Matic hot water dispenser
- f. **Location of Work:** Escambia County Main Jail (2935 North L Street, Pensacola, Florida 32501) and Escambia County Central Booking and Detention Facility (1700 West Leonard Street, Pensacola, Florida 32501)
- g. **Minimum Compliance Standards:** The vendor must comply with all Florida Model Jail Standards and accreditation requirements set forth by the Florida Corrections Accreditation Commission (FCAC)

BID FORM
Specification Number PD 13-14.063
Commissary Services for the Jail

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: August 1, 2014

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Commissary Services for the Jail as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide a commission rate on net sales receipts as defined herein at the rate of

 % on net sales excluding the sale of tobacco products and 20 oz. Beverage vouchers

 % on net sales of tobacco products and 20 oz. Beverage vouchers

*With a \$450,000 annual commission guarantee.

Total Percent of revenue to the County 47 % on gross sales

* Please see attached for additional commission information.

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date July 29, 2014 Addendum No. Date

Addendum No. 2 Date August 1, 2014 Addendum No. Date

(PLEASE TYPE INFORMATION BELOW)

*See attached Addendum No 1 for Aramark's Corporate Seal, if needed.

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number MO700002243

Occupational License No. Site specific, will apply upon award

Florida DBPR Contractor's License, Certification and/or
Registration No. H07000102696

| <u>Permit</u> | <u>Cost</u> |
|-------------------|-------------------|
| <u> NA </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

Bidder: Aramark Correctional Services, LLC.

By: Tim Barttrum

Signature: *Tim Barttrum*

Title: Vice President Business Development

Address: 1101 Market Street
 Philadelphia, PA 19107

Person to contact concerning this bid:
 Derek Harless

Phone/Toll Free/Fax # 904-703-2274
 800-777-7090 FAX 630-271-5758

E-Mail Address: harless-derek@aramark.com

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1000.

4
Addendum 2
13-14.063





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6934

County Administrator's Report 10. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Approval of Interlocal Agreement between Escambia County and the City of Pensacola

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County and the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola Relating to the Fiscal Year 2014/2015 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of \$550,000, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period from October 1, 2014, through September 30, 2015;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

BACKGROUND:

Chapter 89-481, Laws of Florida, requires that the fiscal contribution of the City and County be established yearly by Interlocal Agreement. The City and County agree that the County shall contribute \$550,000 and the City shall contribute \$120,000 to the PEDC for Fiscal Year 2014/2015.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2014/2015 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has reviewed the Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PEDC Interlocal Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS AND THE CITY OF
PENSACOLA RELATING TO THE FY 2014-2015 FUNDING OF
PENSACOLA-ESCAMBIA COUNTY PROMOTION AND
DEVELOPMENT COMMISSION.**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by Section 163.01, Florida Statutes et seq., to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1
Purpose

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2014-2015.

Article 2
Responsibilities of Parties

- 2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2014-2015 that the County shall contribute to the PEDC the amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) and the City shall contribute to the PEDC the amount of and One Hundred Twenty Thousand Dollars (\$120,000.00). Each shall reflect such contributions in their respective budgets.
- 2.2 This Agreement shall bind the parties beginning October 1, 2014 with respect to their PEDC FY 2014-2015 budgetary contributions. However, contributions for the FY 2015-2016 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.
- 2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.
- 2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provision

- 3.1 **Termination:** This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of

governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the City shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

Jack R. Brown
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY

Richard Barker, Jr.
Interim City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2014, and the City of Pensacola, by and through its Mayor, duly authorized to execute same by the City of Pensacola City Council on the ____ day of _____, 2014.

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

By _____
Lumon J. May, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC APPROVED: _____

CITY:
The City of Pensacola, a Florida Municipal Corporation

By: Ashton J. Hayward, III
Ashton J. Hayward, III, Mayor

ATTEST: Ericka Burnett
Clerk of the City
of Pensacola

By: Ericka L. Burnett
Clerk

By: Legal in form
City Attorney

Date: 9/26/14

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 8/19/14



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6869

County Administrator's Report 10. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Acquisition of Property Located at 3806 Frontera Circle

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located at 3806 Frontera Circle - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the property located at 3806 Frontera Circle within the Brownsville Community Redevelopment District:

A. Authorize the purchase of the parcel of real estate (totaling approximately 0.04 acres) from Khurram Dar, for the negotiated amount of \$19,900, in accordance with the terms and conditions in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase between Khurram Dar and Escambia County for the acquisition of the parcel of real property located at 3806 Frontera Circle; and

C. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documentation necessary to complete the acquisition of the property, without further action from the Board.

[Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515, CRA Brownsville, Object Code 56101]

BACKGROUND:

Frontera Circle is a small neighborhood located in the Brownsville Redevelopment District. Many of the Units within the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean-sweeps" through the neighborhood; there have been numerous code violations with current outstanding liens and the neighborhood is a rampant focal point for illegal activities including drug offenses, prostitution, robbery and assault. As part of a Community Revitalization Plan, at the August 18, 2011 meeting the Board approved a recommendation authorizing the expenditure of funds to acquire and

assemble 32 specific properties within the neighborhood. The property specified within this recommendation is part of the 32 targeted properties.

BUDGETARY IMPACT:

Funds for this project are available in the Community Redevelopment Agency Fund 151 / Cost Center 220515 Brownsville CRA / Object Code 56101

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of the property. The Contract for Sale and Purchase was approved as to form, and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

All work associated with this request is in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the County Codes .

IMPLEMENTATION/COORDINATION:

The County Staff will handle all necessary work to complete the acquisition.

Attachments

Contract

Survey

Property Appraiser

Aerial

Authorization

Map Street

Check Env

Check Facilities

Title Commit

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **KHURRAM DAR**, whose address is 916 Crystal Springs Avenue, Pensacola, Florida 32505 ("Seller"), and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____. Prior to closing, Seller may remove and retain the heating, ventilating and air conditioning system, stove, refrigerator, shelving, door knobs and other fixtures and personal property; upon closing, Seller shall relinquish all of its right, title and interest to any fixtures or other personal property remaining on the Property.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Nineteen Thousand Nine Hundred Dollars (\$19,900.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before January 31, 2015, unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain

binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:

Khurram Dar
916 Crystal Springs Avenue
Pensacola, Florida 32505

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the

provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk
BCC Approved: _____

Date: _____
This document approved as to form and legal sufficiency.
By: [Signature]
Title: Asst. County Attorney
Date: Sept 16, 2014

[Signature]

Witness
Melanie Johnson

Print Name

SELLER:
[Signature]

Khurram Dar

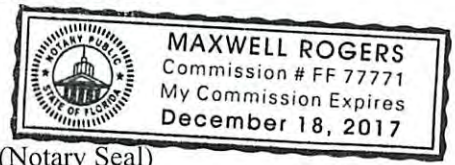
[Signature]

Witness
Zakkiyah Osungwe

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of September, 2014, by Khurram Dar, who () is personally known to me, () produced current FL DRIVERS LIC as identification. D 660-500-77-257-0



(Notary Seal)

[Signature]

Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

EXHIBIT A

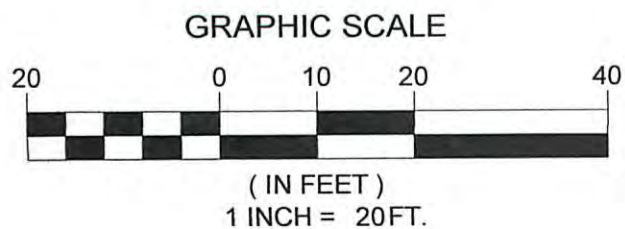
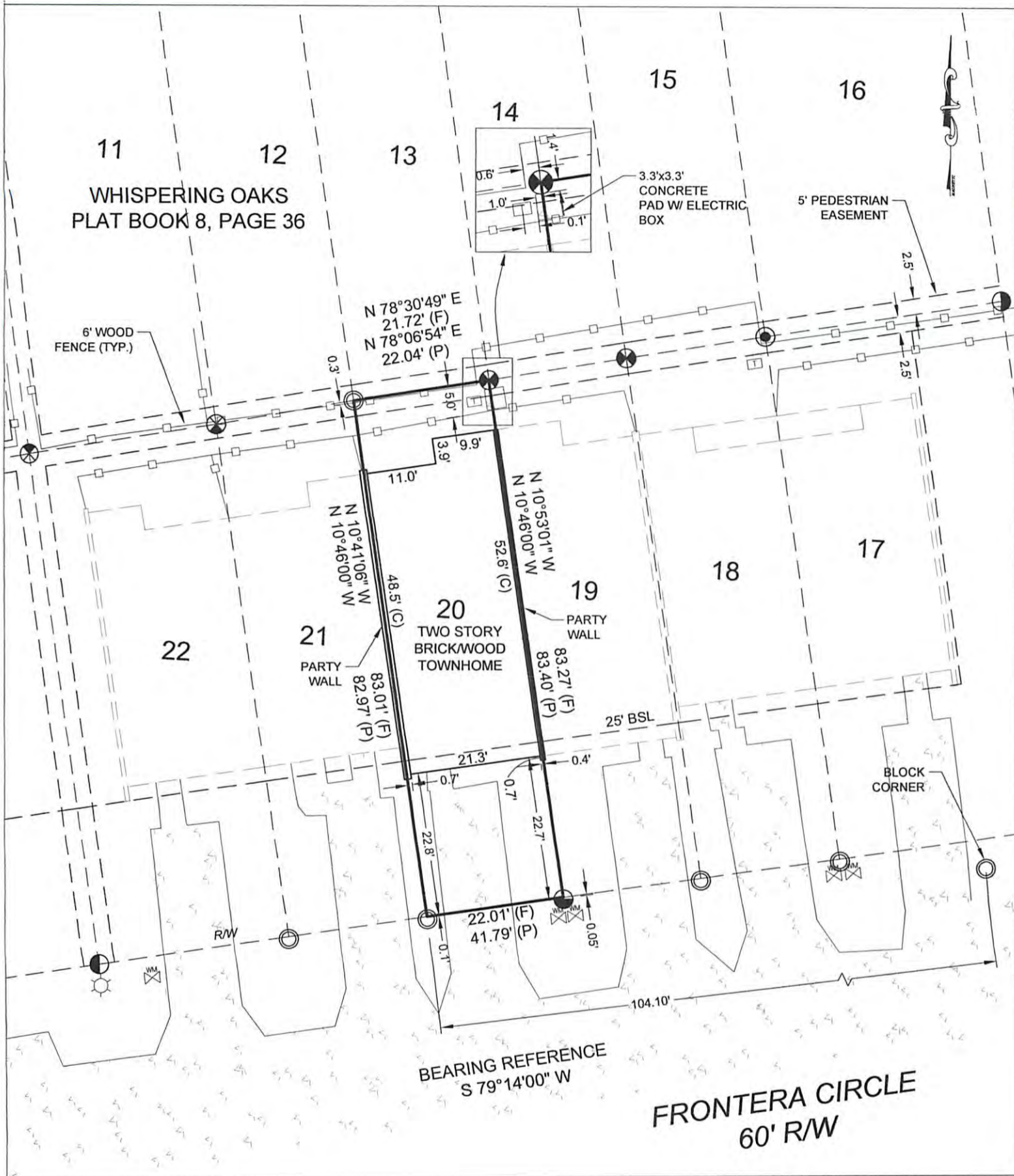
Lot 20, Block C, WHISPERING OAKS, according to the Plat thereof, recorded in Plat Book 8, Page(s) 36, of the Public Records of ESCAMBIA County, Florida.

Parcel Identification Number: 34-2S-30-0295-020-003

Tax Account Number: 07-0544-365



BOUNDARY SURVEY WITH IMPROVEMENTS



ADDRESS:
 LOT 20
 3806 FRONTERA CIRCLE
 PENSACOLA, FLORIDA 32505

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION



360° SURVEYING SERVICES

PROFESSIONAL LAND SURVEYORS
1801 CREIGHTON ROAD ~ PENSACOLA, FLORIDA 32504
850-857-4400

LEGAL DESCRIPTION: (O.R.BOOK 5418, PAGE 0257)

LOT 20, BLOCK "C", WHISPERING OAKS, A SUBDIVISION ACCORDING TO THE PLATE THEREOF, AS RECORDED PLAT BOOK 8, PAGE 36, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LEGEND:

| | |
|-----|----------------------------------|
| (D) | DEED MEASUREMENT |
| (F) | FIELD MEASUREMENT |
| R/W | RIGHT-OF-WAY |
| BSL | BUILDING SETBACK LINE |
| | 1" PIPE |
| | 1/2" IRON ROD |
| | 4x4 CONCRETE MONUMENT #475 |
| | 1/2" CAPPED IRON ROD - ILLEGIBLE |
| | L.E. SHONTZ |
| | SET 1/2" CAPPED IRON ROD #7612 |
| | 1/2" CAPPED IRON ROD #6112 |
| | 5/8" CAPPED IRON ROD #5863 |
| | 5/8" CAPPED IRON ROD |
| | BELL SOUTH PEDESTAL |
| | WATER METER |
| | LIGHT POLE |

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-14-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF FRONTERA CIRCLE AS S 79°14'00" W.

CERTIFICATIONS:

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

4/12/12

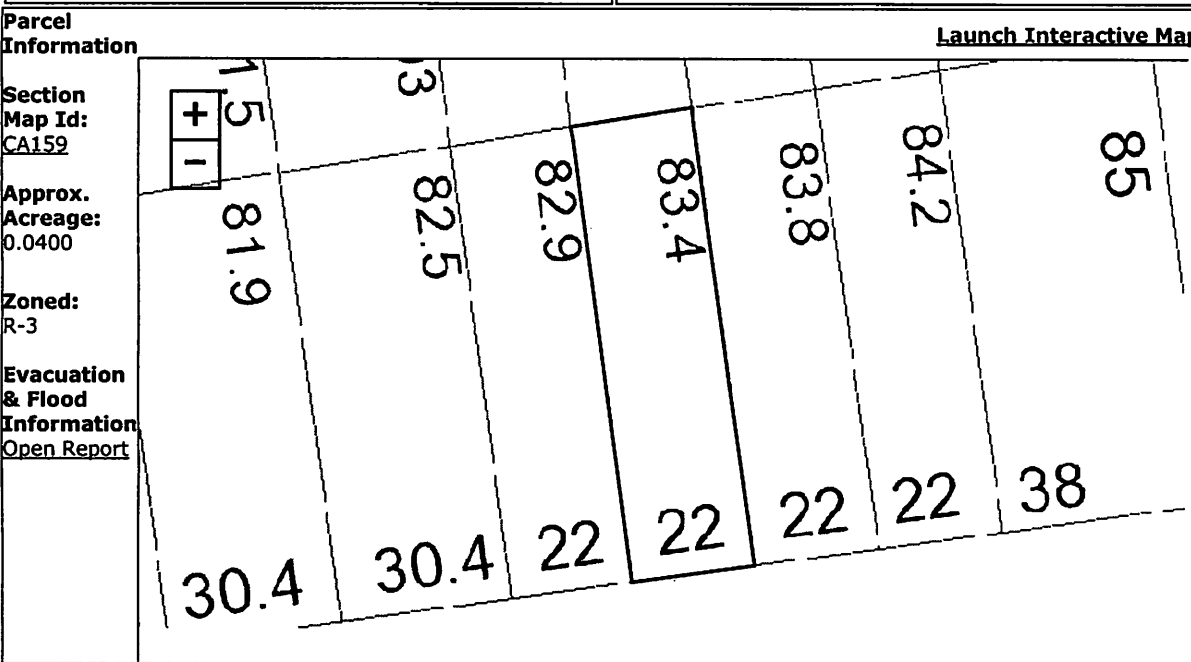
Source: Escambia County Property Appraiser

← Navigate Mode Account Reference →

[Restore Full Page Version](#)

| | |
|--|--|
| General Information Reference: 342S300295020003 Account: 070544365 Owners: DAR KHURRAM Mail: 916 CRYSTAL SPRINGS AVE PENSACOLA, FL 32505 Situs: 3806 FRONTERA CIR 32505 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector | 2013 Certified Roll Assessment Improvements: \$7,293 Land: \$3,040 <hr/> Total: \$10,333 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p> |
|--|--|

| Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>06/08/2012</td> <td>6872</td> <td>1113</td> <td>\$9,900</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>12/12/2011</td> <td>6806</td> <td>195</td> <td>\$47,100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>04/2004</td> <td>5418</td> <td>257</td> <td>\$24,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>11/2003</td> <td>5293</td> <td>1849</td> <td>\$100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>05/1992</td> <td>3179</td> <td>858</td> <td>\$27,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/1988</td> <td>2575</td> <td>469</td> <td>\$38,500</td> <td>SC</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller | Sale Date | Book | Page | Value | Type | Official Records (New Window) | 06/08/2012 | 6872 | 1113 | \$9,900 | WD | View Instr | 12/12/2011 | 6806 | 195 | \$47,100 | WD | View Instr | 04/2004 | 5418 | 257 | \$24,000 | WD | View Instr | 11/2003 | 5293 | 1849 | \$100 | CT | View Instr | 05/1992 | 3179 | 858 | \$27,000 | WD | View Instr | 07/1988 | 2575 | 469 | \$38,500 | SC | View Instr | 2013 Certified Roll Exemptions None <hr/> Legal Description LT 20 BLK C WHISPERING OAKS PB 8 P 36 OR 6872 P 1113 CA 159 <hr/> Extra Features None |
|--|-----------|------|----------|-------|-------------------------------|-------------------------------|------------|------|------|---------|----|----------------------------|------------|------|-----|----------|----|----------------------------|---------|------|-----|----------|----|----------------------------|---------|------|------|-------|----|----------------------------|---------|------|-----|----------|----|----------------------------|---------|------|-----|----------|----|----------------------------|---|
| Sale Date | Book | Page | Value | Type | Official Records (New Window) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 06/08/2012 | 6872 | 1113 | \$9,900 | WD | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12/12/2011 | 6806 | 195 | \$47,100 | WD | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 04/2004 | 5418 | 257 | \$24,000 | WD | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11/2003 | 5293 | 1849 | \$100 | CT | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 05/1992 | 3179 | 858 | \$27,000 | WD | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 07/1988 | 2575 | 469 | \$38,500 | SC | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



| Buildings | |
|--|--|
| Building 1 - Address: 3806 FRONTERA CIR, Year Built: 1973, Effective Year: 1973 | |
| Structural Elements FOUNDATION-SLAB ON GRADE EXTERIOR WALL-BRICK-FACE NO. PLUMBING FIXTURES-8.00 DWELLING UNITS-1.00 EXTERIOR WALL-SIDING-SHT.AVG. ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER NO. STORIES-2.00 FLOOR COVER-CARPET DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME | |
| <input type="checkbox"/> Areas - 1716 Total SF BASE AREA - 726 PATIO - 91 UPPER STORY FIN - 836 UTILITY FIN - 63 | |
| Images | |



1/14/11



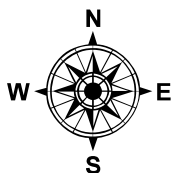
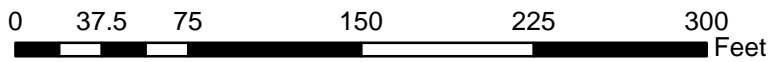
2/18/03



5/21/13

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.

3806 Frontera Circle



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; Pensacola Christian College, Inc. (PCC), owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard; Rawson Lane is a paved, County-maintained road (R/W [right-of-way] varies); PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans; PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on Exhibit "A"; staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.
7. Approving the three *Request for Disposition of Property Forms* for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.
8. Accepting, for filing with the Board's Minutes, the July 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

9. Taking the following action concerning properties located on Frontera Circle, within the Brownsville Redevelopment Area (CRA) (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101):
 - A. Authorizing the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and
 - B. Authorizing staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

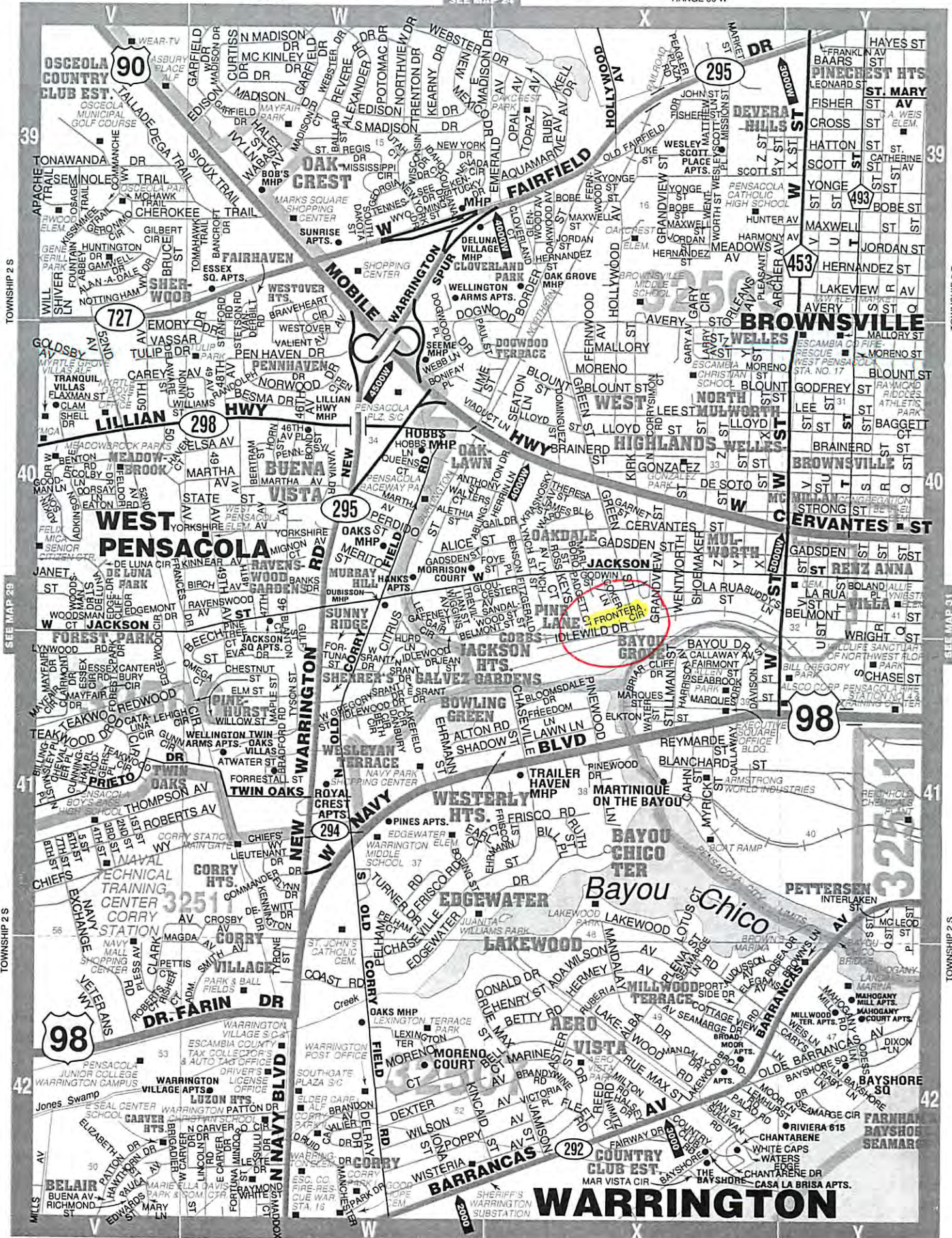


WARRINGTON, WEST PENSACOLA, JACKSON HTS., CORY FIELD

RANGE 30 W

SEE MAP 24

RANGE 30 W





Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 3806 Frontera Circle PRN # 342S300295020003 _____

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: Waived - Residential
 Received by: [Signature]
 Comments: 9/5/14

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 3806 Frontera Circle PRN # 342S300295020003

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Facilities Management
 Date: September 4, 2014
 Comments: No inspection performed due to the permanent structures and improvements being demolished.

Director's Signature *[Signature]*
 David W. Wheeler, CFM

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File Number: - 26568

Project: - Frontera Circle

Effective Date: September 3, 2014 at 8:00 a.m.

1. Policy or policies to be issued:

OWNER'S: \$ To Be Determined

PROPOSED INSURED: Escambia County, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

Khurram Dar by Special Warranty Deed recorded in Official Records Book 6872, Page 1113, Escambia County, Florida.

3. The land referred to in this Commitment is described as follows:

Lot 20, Block C, Whispering Oaks Subdivision, according to the Plat thereof as recorded in Plat Book 8, Page 36, of the Public Records of Escambia County, Florida.

AMERICAN GOVERNMENT SERVICES CORPORATION

COUNTERSIGNED: M. Coors

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1

File Number: - 26568

Project: - Frontera Circle

The following requirements to be complied with:

1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
 - A. Secure and Record a Warranty Deed from Khurram Dar, to Escambia County, a political subdivision of the State of Florida, conveying the land described in Schedule "A".
NOTE: Require a non-homestead disclaimer on the deed or require joinder of spouse, if married.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.
5. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there does not exist pending assessments or liens, against the property not shown by the Public Records.
6. Proof of payment of any County and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1 CONTINUED**

File Number: - 26568

Project: - Frontera Circle

7. **Proof of payment for any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.**

Note: Tax Account Number 07-0544-365. Taxes for 2013 were paid in the amount of \$232.95.

NOTE: The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

NOTE: All Schedule B, Section 1 requirements are to be met and deleted at closing.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2

File Number: - 26568

Project: - Frontera Circle

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters, which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled or artificially exposed lands and lands accreted to such lands.
7. Taxes for the year 2014 and subsequent years, which are not yet due and payable.
NOTE: The Proposed Insured will be exempt during its period of ownership.
8. Any Lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
9. Any County and/or municipal resolution for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 CONTINUED**

File Number: - 26568

Project: - Frontera Circle

10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed.
11. Declaration of Covenants, Conditions, Restrictions, Easements and other matters of Whispering Oaks Subdivision, which may include provisions for a private charge or assessment, as set forth in that certain instrument recorded in Official Records Book 677, Page 800 and Official Records Book 2681, Page 602, both of the Public Records of Escambia County, Florida; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604(c).
12. Easement to Gulf Power Company recorded in Official Records Book 656, Page 411 and Official Records Book 680, Page 667, both of the Public Records of Escambia County, Florida.
13. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Whispering Oaks Subdivision as recorded in Plat Book 8, Page 36, of the Public Records of Escambia County, Florida; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604(c).
14. Subject to right of way of Frontera Circle.
15. Subject to Party Wall Agreement recorded in Official Records Book 677, Page 798, of the Public Records of Escambia County, Florida.
16. Subject to restriction prohibiting the sale of alcoholic beverages recorded in Deed Book 293, Page 62, of the Public Records of Escambia County, Florida.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 CONTINUED**

File Number: - 26568

Project: - Frontera Circle

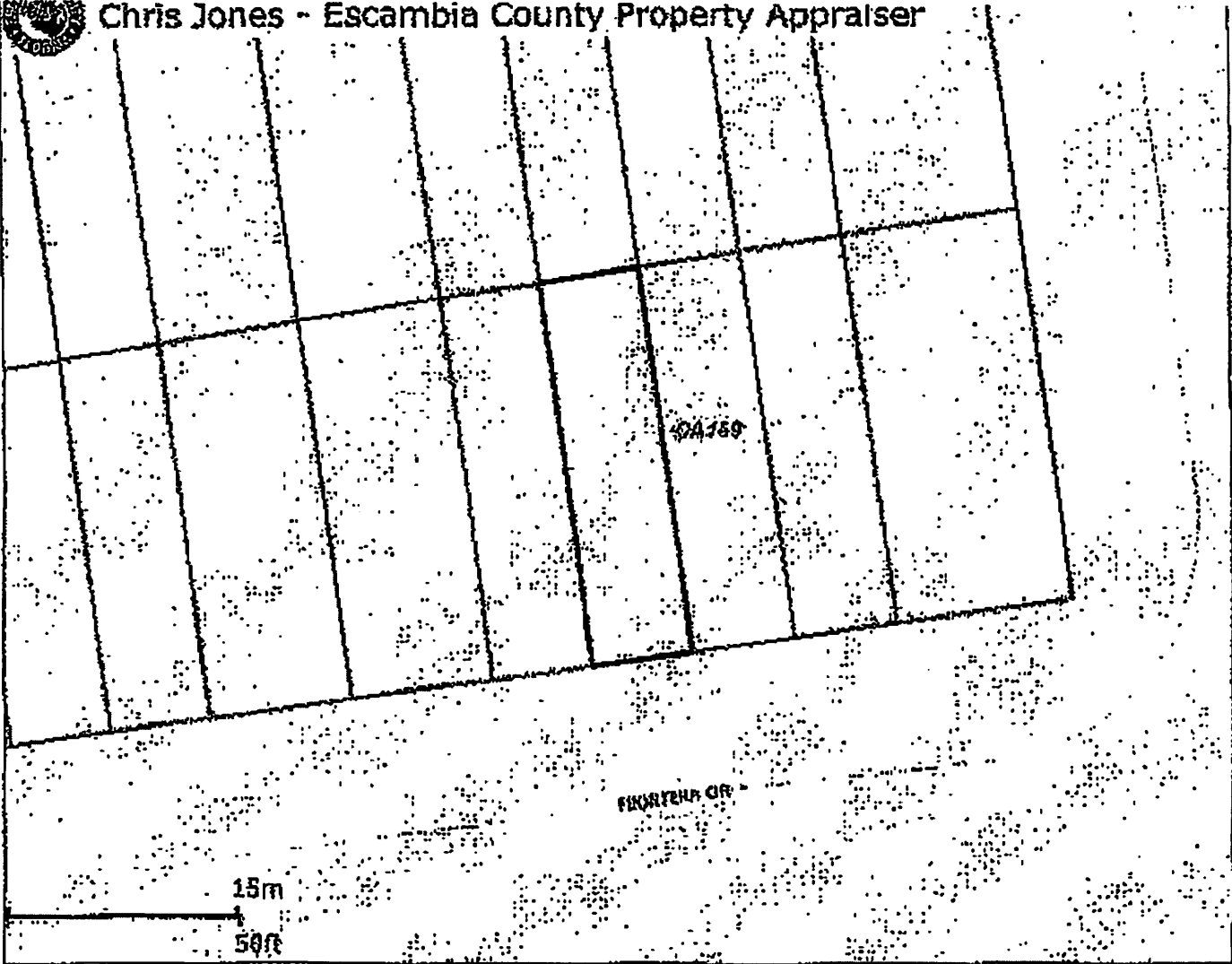
NOTE: Legal access is neither guaranteed nor ensured pending receipt and review of a survey of the property to be insured.

NOTE: Schedule B, Section 2 exceptions 1, 2, 5, 8, and 9 will be deleted at closing.

NOTE: Schedule B, Section 2 exceptions 3 and 4 may be deleted upon review of satisfactory survey.



Chris Jones - Escambia County Property Appraiser



Escambia County Tax Collector

generated on 9/3/2014 5:53:09 PM CDT

Tax Record

Last Update: 9/3/2014 5:53:09 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

| | | | | | |
|---|--------------------------|-----------------------------------|--|-------------------------|---------------------|
| Account Number 07-0544-365 | | Tax Type REAL ESTATE | | Tax Year 2013 | |
| Mailing Address DAR KHURRAM 916 CRYSTAL SPRINGS AVE PENSACOLA FL 32505 | | | Property Address 3806 FRONTIER CIR Geo Number 342930-0295-020-003 | | |
| Exempt Amount See Below | | Taxable Value See Below | | | |
| Exemption Detail NO EXEMPTIONS | | Millage Code 06 | | Section Code | |
| Legal Description (click for full description) 342930-0295-020-003, 3006 FRONTIER CIR LT 20 BLK C WHISPERING OAKS PB 8 P 36 OR 6872 P 1113 CR 159 | | | | | |
| Ad Valorem Taxes | | | | | |
| Taxing Authority | Rate | Assessed Value | Exemption Amount | Taxable Value | Taxes Levied |
| COUNTY | 4.6165 | 10,333 | 0 | 10,333 | \$68.37 |
| PUBLIC SCHOOLS | | | | | |
| By Local Board | 2.2480 | 10,333 | 0 | 10,333 | \$23.22 |
| By State Law | 5.3090 | 10,333 | 0 | 10,333 | \$54.86 |
| SHERIFF | 0.6850 | 10,333 | 0 | 10,333 | \$7.08 |
| N. F. O. LIBRARY | 0.1690 | 10,333 | 0 | 10,333 | \$3.71 |
| WATER MANAGEMENT | 0.0400 | 10,333 | 0 | 10,333 | \$0.41 |
| Total Millage | | 15.2575 | Total Taxes | | \$157.66 |
| Non-Ad Valorem Assessments | | | | | |
| Code | Levying Authority | Amount | | | |
| WFP | FIRE - 595-4969 | \$85.00 | | | |
| Total Assessments | | | | | \$85.00 |
| Taxes & Assessments | | | | | \$242.66 |
| If Paid By | | | | | Amount Due |
| | | | | | \$0.00 |

| Date Paid | Transaction | Receipt | Item | Amount Paid |
|------------|-------------|--------------|------|-------------|
| 11/24/2013 | PAYMENT | 9205949.0001 | 2013 | 6232.95 |

Prior Year Taxes Due
NO DELINQUENT TAXES

KSO #

SPECIAL WARRANTY DEED

THIS INSTRUMENT, made this 8th day of June, 2012, by and between FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized under and existing pursuant to the laws of the United States, hereinafter called Grantor, and William D., 916 Crystal Springs Avenue, Pensacola, FL 32505 hereinafter called Grantee

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten and 00/100'S DOLLARS (\$10.00) in hand paid by Grantee and other valuable considerations, the receipt whereof is acknowledged, hereby grants, bargains and sells to the said Grantee, forever, the following described land in the county of Escambia, State of Florida, to-wit:

The property is commonly known as 3808 Frontiera Circle, Pensacola, Florida 32505 and is more particularly described in Exhibit A, attached hereto and made a part hereof by this reference.

This deed is being executed by virtue of that certain limited Power of Attorney dated February 04, 2012 recorded on 02/09/2012 in OR Book 60951 Page 1682 in Hillsborough County, Florida.

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY TO A bona fide purchaser FOR VALUE FOR A FAIR PRICE BY GRATEE IN ANY MANNER FOR A PERIOD OF 3 MONTHS FROM THE DATE OF THIS SPECIAL WARRANTY DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST BY THE TRUSTEE AGENT OF GRATEE FOR A PERIOD OF 3 MONTHS FROM THE DATE OF THIS SPECIAL WARRANTY DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL.

TO HAVE AND TO HOLD the above described property, with appurtenances, unto the said Grantee, and their assigns, forever, subject to covenants and restrictions of record, zoning and land use restrictions imposed by governmental authorities, and matters as accurate survey would reveal, and WILL defend the same against the lawful claims of any person whatsoever claiming by, through, or under the said Grantor.

IN WITNESS WHEREOF the undersigned Federal National Mortgage Association has caused these presents to be signed in its name by its undersigned officers, and its corporate seal affixed, this 8th day of June, 2012.

FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION BY William D. Pezlar ATTORNEY IN FACT

(CORPORATE SEAL)

By: William D. Pezlar
William D. Pezlar, Esq., Its Authorized Signer

Signed, sealed and delivered

in the presence of:

Witness Name: Shirley M. Chester

Witness Name: Shirley M. Chester

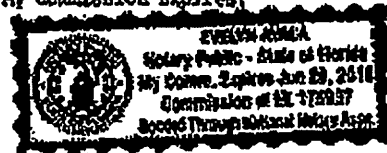
STATE OF FLORIDA) ss.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me 8 day of June, 2012, by William D. Pezlar. He is personally known to me.

{Seal}

Ernie Lee Magaha Clark
Print Name: ERNEE LEE MAGAHA CLARK

My Commission Expires:



Prepared by & returned to:
Guarantee Title of NE FL, Inc.
4861 W. Spencerfield Road
Pensacola Florida 32505

Agent's File Number: 2737

See Attached Exhibit A, which is made a part hereto

Lot 20, Block C, Whispering Oaks, according to the plat thereof, recorded in Plat Book B, Page(s) 36, of the Public Records of Escambia County, Florida.

Cherry Circle

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.1, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept resale for maintenance that have not been built or improved to meet County Standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Notes Acceptance for filing by County Employees of this disclosure shall in no way be construed as an acknowledgement by the County of veracity of any disclosure statement.

Name of Roadway: 3806 Frontier Circle
Legal Address of Property: Lot 26, Block C, WHISPERING OAKS, UNIT .

The County has accepted the abutting roadway for maintenance.

This form completed by:
Guillermo Tito Of Northwest Florida, Inc.
4861 W. Spencefield Road
Pace, Florida 32571

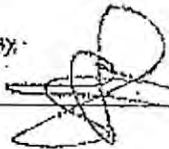
AS TO SELLER(S):

No signature given
Federal National Mortgage Association

WITNESSES:

AS TO BUYER(S):

Kheeran Dar



WITNESSES:

Sharon P. [Signature]
Carl [Signature]
Pete V [Signature]

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS Effective: 4/15/95



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6799

County Administrator's Report 10. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: State Housing Initiatives Partnership Agreement with United Way of Escambia County, Inc.

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State Housing Initiatives Partnership Agreement with United Way of Escambia County, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the State Housing Initiatives Partnership (SHIP) Agreement with United Way of Escambia County, Inc. (United Way):

A. Approve the SHIP Volunteer-Based Disaster Housing Recovery Project Agreement between Escambia County and United Way to provide \$150,000, in SHIP funds, to enable qualified volunteer organizations to access funds for materials, supplies, and subcontract services required to assist survivors of the Presidentially Declared April 2014 Flood Event in Escambia County with uncompensated repairs to their impacted homes; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents, as required to implement the Project.

[Funding: Fund 120, 2015 SHIP, Cost Center 220445]

BACKGROUND:

The 2014-2016 Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan approved by the Board on April 2, 2013 (see **Exhibit I**) incorporated an allocation for housing repair assistance for very low and low income families, which was recently augmented by the award of 2015 SHIP funds by the Florida legislature. Acting as fiscal agent, United Way, in cooperation with BRACE and a myriad of primarily faith based volunteer disaster response teams, has requested SHIP funds to be used over the next 12 months to support payment for building materials, supplies and permit required subcontractors to allow the volunteers to assist in meeting unmet housing repair needs of low income survivors of the April 2014 flooding event (see Agreement in **Exhibit II**). The funds will allow the teams to complete repairs to at

least 20 impacted homes owned by families meeting SHIP Program eligibility requirements. The Agreement authorizes a maximum Service Delivery Fee of \$400 per completed unit for United Way.

BUDGETARY IMPACT:

The \$150,000 required for this Agreement is budgeted in Fund 120/2015 SHIP Program, Cost Center 220445 and will be carried into FY 2015.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements with agencies or organizations must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The SHIP project will be coordinated through the County Community & Environment Department, Neighborhood Enterprise Division (NED). In conjunction with NED, United Way (as fiscal agent) and BRACE (as volunteer response coordinator) will oversee the various volunteer teams as they complete housing repair activities for eligible homeowners.

Attachments

Exhibit I

Exhibit II

RESUME OF THE REGULAR BCC MEETING – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board authorize the Chairman to send a letter to the Florida Department of Revenue informing them that the Escambia County Board of County Commissioners is aware that proceeds available to Counties, pursuant to Section 212.20(6)(d)6a, Florida Statutes, are being directed to the Escambia County School District.

Approved 5-0

5. Recommendation: That the Board take the following action regarding the Escambia/Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Funding: Fund 120, SHIP; funds will be budgeted in Fiscal Year 2014):
- A. Adopt the Resolution approving the Escambia/Pensacola 2014-2016 SHIP Local Housing Assistance Plan, including SHIP financed affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications; projected SHIP funding (estimated program income only) for each year of the three-year Plan period is: 2014 \$100,000; 2015 \$100,000; and 2016 \$100,000;
 - B. Approve the SHIP Program Escambia/Pensacola Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan;
 - C. Authorize staff to revise the SHIP budgetary allocations within the approved Plan or between the approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation (FHFC); and
 - D. Authorize the Chairman and/or the Interim County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Plan and all related activities.

Approved 5-0

**State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2014-2015 Funding Certification**

Name of Local Government

Escambia County/City of Pensacola (Interlocal)

Projected Allocation*

\$ 1,397,139

**See estimated allocation chart attached to this document. Funds are subject to approval of the Governor and transfer of funds to Florida Housing Finance Corporation.*

| Strategies | Does this strategy serve: HO or Rental? | Is this an approved strategy in current LHAP? (Y/N) | Will this strategy be eligible for Special Needs Applicants? (Y/N) | Total \$ Amount to be Expended |
|---|---|---|--|--------------------------------|
| Purchase Assistance | HO | Y | N | \$ 470,000 |
| Replacement Housing (HOME Match) | HO | Y | N | \$ 40,000 |
| Housing Repair | HO | Y | N | \$ 450,000 |
| Rental Housing (including Special Needs @ \$289,339) | Rental | Y | Y | \$ 339,339 |
| Administration | N/A | N/A | N/A | \$ 97,800 |
| Total must equal total allocation for 2014-2015 minus administrative costs | | | | \$ 1,397,139 |
| <p>For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met: The Rental Housing Strategy denoted above will include expenditure of a minimum of \$289,339 of this allocation for projects that directly benefit persons with Developmental Disabilities as defined in this Certification. This will be accomplished by working with local agencies that provide services to this targeted population.</p> | | | | |

Legislative Proviso Language

From the funds in Specific Appropriation 2247, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

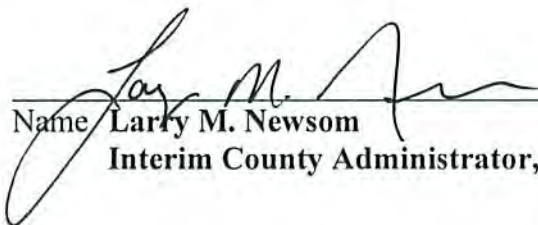
393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2014-2015 Funding:

Escambia County/City of Pensacola (Interlocal) agrees that:
Local Government Name

1. The city/county has read and understands the legislative language above.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2014-2015 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2014-2015 for special needs households as defined in section 420.0004 (13), Florida Statutes, and included below through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, and included below with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.

Authorized Signature:


Name Larry M. Newsom
Interim County Administrator, Escambia County


Signature Larry M. Newsom


WITNESS


WITNESS

Date: 6-3-14

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

**AGREEMENT
FOR SHIP VOLUNTEER-BASED DISASTER
HOUSING RECOVERY PROJECT
(United Way of Escambia County, Inc.)**

THIS AGREEMENT is made and entered into this 9th day of October , 2014, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and **UNITED WAY OF ESCAMBIA COUNTY, INC.**, a not for profit corporation organized under the laws of the State of Florida (FID # 590651076), hereinafter referred to as ("Agency"), for the sole purpose of performing the duties of financial fiduciary to enable qualified volunteer organizations to access funds for materials, supplies and subcontract services required to assist survivors of the Presidentially Declared April 2014 Flood Event in Escambia County with uncompensated repairs to their impacted homes through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program ("SHIP Program", "the Program").

W I T N E S S E T H

WHEREAS, the County has elected to participate in the SHIP Program in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida, including actions necessitated by disasters; and,

WHEREAS, said SHIP Program provides that the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the SHIP Program; and,

WHEREAS, the County and Agency desire to enter an agreement to cooperatively implement the Project in accordance with governing regulations and requirements stipulated herein; and,

WHEREAS, it is in the best interest of the County to enter an agreement with the Agency for the specific purpose of providing for the implementation of the SHIP Volunteer-Based Disaster Housing Recovery Project ("Project") within Escambia County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE I
Supervision

1. The Agency agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED), a division of the Escambia County Community & Environment Department.

1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency is hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Division Manager
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022 x 3
E-Mail: wrwilker@myescambia.com

Contract Manager for Agency: Andrea Krieger, President
United Way of Escambia County, Inc.
1301 West Government Street
Pensacola, Florida 32502
Phone: (850) 434-3157
E-Mail: andrea@unitedwayescambia.org

ARTICLE II

Scope of Services

2. Agency agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 Agency, in consultation with the County and Community Organizations Active in Disaster, Inc. (aka: BRACE), shall recruit and coordinate volunteer agencies with the capacity and technical ability to complete code compliant repairs to single family homes damaged by the April 2014 Flood Event in Escambia County and provide financial oversight with respect to procurement of materials, supplies and licensed subcontractors required to enable the volunteer agencies to perform the work for the benefit of families meeting the Low Income limitations stipulated in Florida Administrative Code (FAC) 67-37 ("eligible families") and amendments thereto.

ARTICLE III

Funding

3. The County agrees to make available an amount not to exceed **\$150,000.00** payable solely from available SHIP Program funds toward the costs of building materials, supplies, licensed HVAC, plumbing, electrical or similarly suited subcontractors and the Agency service delivery fee as required to enable participating volunteer agencies to complete uncompensated flood related repairs to homes owned and occupied by eligible families.

3.1 The County shall disburse the SHIP Program funds from Fund 120, the Affordable Housing Trust Fund, as legally established within the budget accounts and records of the County.

3.2 The County shall pay SHIP Program Project funds on behalf of eligible clients who have been pre-approved by the County (NED) for assistance. SHIP Program funds, in an aggregate amount not to exceed that stipulated in Article 3 above, shall be paid to the Agency to reimburse the Agency for costs incurred for building materials, supplies and licensed subcontractors required to complete repairs to the homes of pre-approved, eligible Project clients, subject to the Agency's submission of all documentation with respect to client eligibility, building materials/supplies/subcontractor costs and code related construction inspections and approvals, and any other relevant documentation requested by the County contract manager.

3.3 The method of payment shall be in accordance with the process described in **EXHIBIT I** of this Agreement.

ARTICLE IV Reporting

4. Agency shall provide the County (NED) with a Quarterly Report, including the narrative summary of progress and financial statement described in **EXHIBIT II** of this Agreement.

4.1 Agency shall use the form of Quarterly Report that has been approved by the County as described in **EXHIBIT II**.

4.2 The Quarterly Report shall be due quarterly in January, April, July and October, and this obligation shall survive termination of this Agreement and continue until all information concerning the Project has been received by the County (NED).

4.3 This Quarterly Report is due on the 10th day of the first month of each subsequent quarter, unless an alternative schedule is agreed upon by the parties. The quarterly report shall include all Project activities undertaken during the previous quarter.

4.4 Agency shall provide the County with additional information as may be required by state or federal agencies to substantiate SHIP Program activities, client eligibility, or Project expenditure eligibility.

ARTICLE V Indemnification

5. Agency shall act as an independent contractor, and not as an employee of the County in providing the aforementioned service. Agency shall hold harmless Escambia County and the City of Pensacola, and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. Agency'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 or insurance.

5.1 Agency is a non-profit corporation incorporated under the laws of the State of Florida and as such shall have the direct responsibility for the activities undertaken in conjunction with this Agreement. It is anticipated that all financial assistance provided on behalf of eligible families under the terms and conditions of this Agreement shall be processed and administered according to the regulations promulgated by the State of Florida which respectively govern the State Housing Initiatives Partnership ("SHIP") Program and amendments thereto. In the event of conflict between the governing regulations, the more restrictive regulation shall be applied. Funding from other Federal or State housing programs can be combined or leveraged to meet identified needs of SHIP eligible families to the extent that the governing regulations permit such combination. Agency agrees that the County's sole responsibility under this Agreement is to provide SHIP Program financial assistance on behalf of SHIP Program eligible families.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the 9th day of October, **2014, and shall terminate on September 30, 2015**, unless canceled sooner with or without cause, by agreement of the contract managers giving thirty (30) days prior written notice of such cancellation.

6.1 Provided, that if the County contract manager agrees that Agency has failed to satisfactorily perform its duties as set forth herein or in the event that SHIP Program funds fail to be or cease to be provided to the County, then the County may terminate this contract effective immediately without incurring any penalty, and shall be responsible for payment of those commitments made through the date of termination.

6.2 Agency shall be subject to a performance review by the County, or a designated representative thereof, at six (6) intervals based upon the effective date of this Agreement. If necessary, a written performance report shall be provided by the County to the Agency at the six (6) month interval, indicating any recommendations, performance deficiencies or financial irregularities. Failure of the Agency to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

ARTICLE VII
Accountability

7. Agency shall ensure that a Project housing repair case file will be maintained for every client for whom financial assistance is sought under the terms of this Agreement. Agency shall ensure that each applicant for housing repair assistance under the Project agrees, as a condition of approval, that the County, State of Florida, Florida Housing Finance Corporation, or their duly authorized representatives shall be allowed access to the loan/grant file(s) for purposes of documenting compliance with SHIP Program requirements associated with this Agreement. Agency shall be fully, and directly responsible for the proper documentation associated with the expenditure of all SHIP Program funds provided under this Agreement.

7.1 These records and accounts shall be kept and maintained, for a minimum period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation in which case they shall be retained indefinitely pending resolution of such review.

ARTICLE VIII
Nepotism

8. Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. Agency agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Program Income

10. No program income will result from the provision of SHIP Program funds under this Agreement.

ARTICLE XI
Uniform Requirements

11. Agency shall comply with applicable provisions of the uniform requirements described in Florida Administrative Code (FAC) 67-37 with regard to management and implementation of the Project. The text of Florida Administrative Code (FAC) 67-37, as amended, has been provided to Agency in its entirety as certified in **EXHIBIT III** of this Agreement. Agency agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

ARTICLE XII
Procurement

12. Agency shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities, including small, minority and women owned enterprises.

ARTICLE XIII
General Provisions

13. Agency accepts the funds so provided under this Agreement and agrees that the contents of **EXHIBITS I, II and III** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Agency agrees:

13.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein.

13.2 That all SHIP Program funds provided through this Agreement shall be used solely in support of housing repair activities targeting the preservation of existing homeowner occupied single family residences.

13.3 Project funds shall be restricted to low income eligible homeowners residing within Escambia County, which shall be the defined service area for purposes of this Agreement.

13.4 That Project activities shall be dually governed by requirements of the participating volunteer agencies, if any, and Florida Administrative Code (FAC) 67-37, and amendments thereto. In the event of an unmitigated conflict between the governing requirements with respect to any individual client's income or housing unit eligibility, Agency and County agree that neither party shall be obligated to complete the repair of that subject unit.

ARTICLE XIV Understanding of Terms

14. This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by Agency and County or in accordance with the provisions contained in this document.

14.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, 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.

14.3 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.

14.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

14.5 This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

14.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title:
Date:

[Handwritten signature]
9/3/14

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY: _____
Lumon J. May, Chairman

BCC Approved: September 25, 2014
October 9, 2014

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

UNITED WAY OF ESCAMBIA COUNTY, INC., a non-profit corporation chartered in the State of Florida

By: *[Handwritten signature]*
Gary Sammons, Chairman

WITNESSED:

By: *[Handwritten signature]*
Frank Giannmaria
Print Name

By: *[Handwritten signature]*
Andrea Krieger
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9 day of September, 2014, by Gary Sammons, Chairman, Board of Directors, United Way of Escambia County, Inc., who did not take an oath and who:

- is/are personally known to me.
- produced current Florida driver's license as identification.
- produced current _____ as identification.

(Notary Seal must be affixed)



[Handwritten signature]
Signature of Notary Public
Laura M. Hill
Name of Notary Printed
My Commission Expires: 8/1/2016
Commission Number: EE 210458

**SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF THE
"SHIP" VOLUNTEER BASED DISASTER HOUSING RECOVERY PROJECT
(PROJECT SPONSOR: UNITED WAY OF ESCAMBIA COUNTY, INC.)**

1. PURPOSE

The purpose of this Agreement is to provide limited housing repair assistance to certain eligible "Very Low" and "Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. The current income limits are included at the end of this section of the Agreement. The County shall annually provide updated income eligibility guidelines for use by the Agency and its Contract Manager in carrying out the requirements of this Agreement. The Agency shall be responsible for ensuring documentation of the eligibility of each applicant, and will receive assistance from the County Contract Manager to determine eligibility upon request. Though clients will be served on a first qualified/first served basis those SHIP eligible families with incomes below 50% of median shall be given preference for services provided through this Agreement.

2. SCOPE OF SERVICES

Agency, in cooperation with Project affiliated volunteer agencies and case managers, shall provide client intake and eligibility verification for ultimate approval by the County Contract Manager; volunteer-based construction coordination, including specifying and procuring building materials, supplies and services of licensed subcontractors required to complete flood related housing repairs for eligible families; and ensuring proper financial controls are maintained throughout all aspects of the Project in accordance with the terms, conditions, requirements and responsibilities of this Agreement. Project affiliated volunteer agencies are anticipated to include, but not be limited to: Community Organizations Active in Disaster/aka: BRACE (volunteer coordination), Salvation Army (case management), United Way of Escambia County (case management), Alabama West Florida Conference, United Methodist Church (case management, construction management & volunteer coordination), The Salvation Army (case work) and volunteer construction crews from organizations that are members of the National Voluntary Organizations Active in Disaster, such as: Church World Services, Presbyterian Disaster Assistance, World Renew, Mennonite Disaster Service, Lutheran Disaster Services and United Methodist Committee On Relief (UMCOR).

The County agrees to make SHIP funds available to reimburse the Agency for the cost of building materials, supplies and services of licensed subcontractors on a unit by unit basis as specifically required to complete repairs to homes owned and occupied by approved, SHIP eligible families. Such funds are allocated from **Escambia/Pensacola SHIP Program** funds in the amount of **\$150,000**. From this total allocation, an amount not to exceed **\$15,000** per completed housing unit shall be made available on a unit-by-unit basis to support completion of housing repairs under the terms of this Agreement. Agency shall be entitled to a Project

Service Delivery Fee ("Fee") not to exceed \$400 per completed SHIP eligible housing unit. Said Fee shall be invoiced upon final completion of each housing unit and shall be payable from the maximum \$15,000 per unit allowance. SHIP Program Project funds shall be committed by the County on behalf of eligible "Very Low" and "Low Income" families residing in Escambia County, Florida, in an amount not to exceed **\$15,000** per home. Agency shall be responsible for fully documenting to the County the eligibility of such clients and assuring that SHIP Program funds provided to Agency are expended solely for eligible activities and eligible families.

II. OBJECTIVES

Agency and Project affiliated volunteer agencies shall cause flood related repairs to at least **fourteen (14)** homes owned and occupied by "Very Low or "Low Income" families within Escambia County during the term of this Agreement. Components repaired within the homes shall meet minimum standards required by applicable provisions of the Florida Building Code, applicable health or safety standards, or other comparable standards promulgated for use in housing repair and rehabilitation initiatives. All assistance shall be provided so as to be affordable to eligible Project clients.

III. SERVICES

This Agreement presumes that Project activities will proceed generally in accordance with SHIP Program requirements to ensure concurrent compliance with Florida Administrative Code (FAC) 67-37. Agency and its affiliates shall perform or cooperate in performance of the following services as required to implement the Agreement.

- A. Develop or adapt existing forms, policies, client intake procedures, client characteristics data collection, income verification procedures, record keeping, and other matters as necessary to document beneficiaries, Project activity costs, utilization of SHIP Project funds and, if utilized in conjunction with this Project, non-SHIP Program funds on a per unit (home) basis.
- B. Provide services associated with housing rehabilitation client intake, eligibility processing, intake, eligibility processing, development of construction specifications, selection of construction vendors, construction management and completion inspection(s) and coordination of any resources needed to produce a minimum of **fourteen (14)** repaired units within the term of this Agreement at a SHIP Program cost of not more than **\$15,000** per unit.
- C. Documentation of client eligibility is mandatory under this Agreement. Failure to properly document eligibility will result in denial of Agency's payment request. Documentation shall include proper verification of income eligibility, and evidence of a participant's basic need for the assistance, and all other eligibility information required under state law.

IV. AGENCY INFORMATION

ADDRESS:

United Way of Escambia County, Inc.
1301 West Government Street
Pensacola, Florida 32502

CONTACT: Andrea Krieger
TITLE: President
Phone: (850) 434-3157
E-Mail: andrea@unitedwayescambia.org

V. QUARTERLY REPORTS

- A. Agency shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.
- B. The Quarterly Report shall contain a narrative on the progress of the project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein.
- C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding of further payments under this Agreement.

VI. PAYMENT SCHEDULE AND PROCEDURE

- A. All applicants (clients) for financial assistance under this Agreement shall file an Application with the Agency or its Project affiliated organizations and all applicants for assistance shall be determined eligible for Project assistance in accordance with provisions of this Agreement. Agency or its Project affiliated organizations shall process all applicants in accordance with established application and income verification procedures. When a request has reached the point of approval, Agency shall cause the application information and scope of the housing repairs to the County (via NED) and request a commitment of SHIP Program funds for that applicant ("client"). Upon receipt of the County's commitment, Agency may then formally approve and obligate the SHIP funds as required to complete the subject housing unit. In all cases, the Agency shall insure that all repairs will be completed in accordance with governing building codes, whether completed by volunteers or licensed subcontractors. Agency shall establish and follow a bid/solicitation process, or an acceptable alternate vendor/subcontractor selection and award process, that provides open and equal opportunities for qualified firms. As the work progresses, the Agency shall process payments for materials, supplies or subcontract work on behalf of approved clients. Following 100% completion of repairs on each home, including documentation of any required permits or building code inspections, the Agency shall submit a payment (reimbursement) request to the County whereupon the County will process payment(s) to the Agency for all Project

eligible expenses incurred by the Agency, including the Agency's Service Delivery Fee . Agency shall process and verify the accuracy of the payment request and confirm the completed work prior to approving and forwarding the request for payment to the County (NED). Not more than one payment (at final completion) per unit shall be issued by the County in support of the Project, unless there are extenuating circumstances that are approved in advance by the County (NED). Following County (NED) review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment to Agency for the completed housing repairs.

- B. As a pre-condition to reimbursement by the County hereunder, for each housing unit Agency shall make a request for a SHIP fund commitment by presenting to the County Contract Manager all supportive documentation, including a complete, executed and approved application form executed by authorized representative(s) of the Agency and by the client requesting SHIP assistance (including income verification documentation); the location of the housing unit to be repaired; and a copy of the scope of work and cost estimate for the repair work. The County Contract Manager shall review the documentation and within (10) days of receipt of the documentation NEFI shall provide a written commitment of SHIP funds.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

- A. The Project will be monitored continuously based upon the documentation submitted by the Agency. Additionally, the County will monitor the Project at the six (6) month interval. The Agency shall provide Project related information to the contract manager to assist their review and will be responsible for compliance with the terms of this Agreement.
- B. The County shall review and evaluate the Agency's performance under this Agreement and the effectiveness of the Project in supporting the disaster housing recovery mission. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of this Agreement.

2014 MAXIMUM INCOME ELIGIBILITY LIMITS
(Escambia/Pensacola SHIP Effective Date: February 1, 2014)
(FHFC Effective Date: December 18, 2013)

| # PERSONS IN FAMILY | 50% of Median Income | 80% of Median Income |
|----------------------------|-----------------------------|-----------------------------|
| 1 | 20,450 | 32,700 |
| 2 | 23,400 | 37,400 |
| 3 | 26,300 | 42,050 |
| 4 | 29,200 | 46,700 |
| 5 | 31,550 | 50,450 |
| 6 | 33,900 | 54,200 |
| 7 | 36,250 | 57,950 |
| 8 | 38,550 | 61,650 |
| 9 | 40,880 | 65,380 |
| 10 | 43,216 | 69,116 |

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

QUARTERLY STATUS REPORT
REPORT # _____

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: United Way of Escambia County, Inc.

DATE: _____

RE: PROJECT: SHIP VOLUNTEER-BASED DISASTER HOUSING
RECOVERY PROJECT

CONTRACT: 2014/2015

QUARTER: October-December April-June
 January-March July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.

B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED. (QUARTERLY STATUS AND FINANCIAL REPORTS).

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

QUARTERLY FINANCIAL REPORT

RE: PROJECT: HOUSING VOLUNTEER-BASED DISASTER HOUSING
RECOVERY PROJECT
CONTRACT: 2014/2015

CONTRACT AMOUNT: \$150,000.00

Reporting Period (Quarter): October-December
January-March
April-June
July-September

EXPENDITURES:

| <u>CLIENT NAME/UNIT ADDRESS</u> | <u>SHIP COST</u> |
|---------------------------------|------------------|
| | |
| | |
| | |
| | |
| | |
| | |

Total expenditures this period \$ _____
Remaining contract amount \$ _____
Balance end of this reporting period \$ _____

Comments

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Position

Date

EXHIBIT III

**SHIP PROGRAM RULES AND REGULATIONS
CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE**

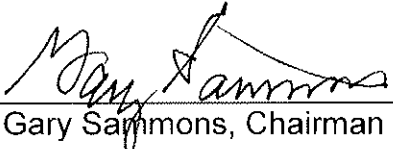
**CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

United Way of Escambia County, Inc.

By: 

Gary Sammons, Chairman

Date: 9.11.2014



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6759

County Administrator's Report 10. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: 2014/2015 Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2014/2015 Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2014/2015 Emergency Solutions Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve an ESG Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of \$87,689, to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street, effective October 1, 2014, through September 30, 2015; and

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the Project.

[Funding: Fund 110, ESG, Cost Center 220561]

BACKGROUND:

On July 24, 2014, the Board approved the Escambia Consortium 2014 Annual Plan (**Exhibit I**) which incorporated \$136,359 in 2014 HUD Emergency Solutions Grant (ESG) funding with \$87,689 specifically designated to support operational costs associated with the Loaves and Fishes Soup Kitchen, Inc.'s homeless center located at 257 East Lee Street. This Agreement provides for the continuation of long standing ESG support for Loaves and Fishes Soup Kitchen and details requirements for implementation of the 2014 ESG in conformity with the governing requirements of the McKinney Homeless Assistance Act. The 2014/2015 Agreement (**Exhibit II**) in the amount of \$87,689 will encompass a twelve month period from October 3, 2014 through September 30, 2015. HUD has approved the County's 2014 Annual Plan and the ESG funds will be available for use in October 2014.

Loaves and Fishes' homeless center at 257 East Lee Street is the major provider of transitional housing for homeless families, as well as a primary soup kitchen serving the homeless within the area. This funding will support a portion of the salary, utility, insurance, transportation, supportive service and related costs associated with the operation of the facility in accordance with 24 CFR Part 576.21(a)(3) of the HUD ESG regulations. ESG funds can only be used to support delivery of services targeting the homeless.

BUDGETARY IMPACT:

The \$87,689 in 2014 ESG funding has been incorporated in the FY 2015 County budget in Fund 110/Other Grants, Cost Center 220561. The Agreement is specifically contingent upon the award of the ESG funds by HUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The 2014/2015 Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal ESG Agreement is required to provide funding to sponsoring agencies and the Agreement must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval and countersignature by the Board Chairman, implementation of the Agreement will be coordinated with Loaves and Fishes. The Neighborhood Enterprise Division of the County's Community & Environment Department will continue to monitor the Agreement and complete required reports and grant closeout documentation as required by HUD. The content of this recommendation and the date on which the Board will consider same have been communicated to Mr. Rick Humphreys, Executive Director of Loaves and Fishes.

Attachments

Exhibit I

Exhibit II

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning approval of the Escambia Consortium 2014/2015 Annual Action Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: <http://www.myescambia.com> (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned):

- A. Approve the Escambia Consortium 2014/2015 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of \$1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of \$975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of \$136,359; and
- B. Authorize the County Administrator to execute all 2014/2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

13. Recommendation: That the Board take the following action concerning Dental Insurance (PD 12-13.029) (Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501):

- A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and
- B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

2014-2015 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity HESG 14 - Emergency Shelter/Operations

\$ 87,689

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity HESG 14 - Rapid Re-Housing & Homeless Prevention

\$ 38,444

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration

\$ 10,226

Administrative Cost (7.5%): \$3,408 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and \$6,818 to Escambia County Indirect Cost.

TOTAL 2014 ESG FUNDS PROJECTED

\$136,359

=====

**EMERGENCY SOLUTIONS GRANT AGREEMENT
(Loaves and Fishes Soup Kitchen, Inc.)**

THIS AGREEMENT, is executed on this the 9th day of October, 2014, by and between **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida non-profit corporation, hereinafter referred to as "Loaves and Fishes"; and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County"; for the sole purpose of providing Emergency Solutions Grant Program ("ESGP") and affordable housing funds to partially support operating costs of the Loaves and Fishes Homeless Center.

WITNESSETH

WHEREAS, the pressing issue of homelessness is of paramount interest to the community, and

WHEREAS, the County has been designated to receive formula funding under the U. S. Department of Housing and Urban Development's Emergency Solutions Grant Program, hereinafter referred to as "ESGP," and

WHEREAS, the County desires to commit said funds to programs or agencies directly impacting upon the homeless dilemma, especially with regard to homeless families, and

WHEREAS, Loaves and Fishes has a history of assistance to the less fortunate, and

WHEREAS, Loaves and Fishes operates a homeless center on a continuous basis for the less fortunate.

NOW THEREFORE, the parties to this Agreement consent to the following provisions as designated herein:

ARTICLE I

Supervision

1. Parties hereto agree that the Neighborhood Enterprise Division of the Escambia County Community & Environment Department, hereinafter referred to as "NED", will oversee implementation of this Agreement. For liaison purposes, the designated contact for each party is:

County: Randy Wilkerson (or alternate as may be designated by County)
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
E-Mail: wrwilker@myescambia.com

Loaves and Fishes: Rick Humphreys
Loaves and Fishes Soup Kitchen, Inc.
P.O. Box 1303
Pensacola, Florida 32596
Phone: (850) 438-7616

ARTICLE II

Funding

2. The County agrees to provide a maximum of **Eighty Seven Thousand Six Hundred Eighty Nine Dollars and No Cents (\$87,689.00)** in Emergency Solutions Grant Program funds specifically for use in reimbursing Loaves and Fishes for salary and operating support, supplies/equipment, transportation and utility costs associated with the homeless facility located at 257 East Lee Street in Pensacola, Florida as detailed in **EXHIBIT A** of this Agreement. All assistance provided by the County in support of this Agreement shall conform to the provisions of 24 CFR Part 576, including specifically Part 576.102, and Loaves and Fishes shall agree to also comply with the provisions of same where required.

2.1 Financial support for this Agreement is solely available to the County from the HUD Emergency Solutions Grant Program ("ESGP"), Grant #E-14-UC-12-0022. The County will make every effort to begin providing funds to Loaves and Fishes on or before November 1, 2014, or within thirty (30) days of the execution of this Agreement, whichever occurs first, subject only to release of ESGP funds to the County by the U. S. Department of Housing and Urban Development.

ARTICLE III

Term of Agreement

3. This Agreement shall commence on the **1st day of October, 2014**, and terminate on **September 30, 2015**, except as otherwise provided herein.

3.1 If Loaves and Fishes should fail to perform the duties as defined herein, the County may terminate this contract with written ten (10) day notification. Further, should Federal ESGP funding for this project cease to be made available to the County, this Agreement shall be terminated immediately without penalty to the County and written notice shall be issued to Loaves and Fishes indicating such cancellation. The County shall not reimburse, nor be obligated to provide support to Loaves and Fishes for any expenses in excess of the total ESGP funding provided to the County by the U. S. Department of Housing and Urban Development.

3.2 Notwithstanding any provision above, County reserves unto itself the right to terminate this Agreement immediately, if in its sole determination, Loaves and Fishes has failed to provide the services required by this Agreement in a satisfactory manner, or if Loaves and Fishes violates any applicable law, rule or regulation.

ARTICLE IV

Utilization of Funds

4. Loaves and Fishes shall provide to NEFI individual/itemized cost estimates, invoices, or receipts for all items procured and costs expended to fully document each item to be reimbursed with ESGP or County Affordable Housing funds under this Agreement. Prior to expenditure of

any funds by the County, Loaves and Fishes shall provide documentation to NEFI clearly detailing costs, which are eligible for reimbursement through this Agreement. The County shall, upon recommendation by NEFI, reimburse Loaves and Fishes for those salary and/or operating costs identified in **EXHIBIT A** in the amount of the vendor invoice or other acceptable documentation presented to NEFI by Loaves and Fishes. Failure to comply with the above requirements shall cause the County to terminate this Agreement in accordance with Sections 3.1 and/or 3.2 and suspend any pending payments.

ARTICLE V

Distribution of Funds

5. Within fifteen (15) days after presentation of appropriate documentation of those reimbursable salary and/or operating costs as identified in **EXHIBIT A** of this Agreement and as required in Section 4 of this Agreement, the County, upon recommendation by NEFI, shall reimburse the invoice amount to Loaves and Fishes to the extent that the aggregate payments do not exceed the maximum contract amount specified in Article 2 of this Agreement. The final decision regarding acceptability of documentation and issuance of payments shall rest with NEFI in consultation with the Finance Division of the Escambia County Clerk of the Circuit Court's Office.

ARTICLE VI

Matching Funds

6. Loaves and Fishes guarantees the availability of at least **\$87,689** in non-federal local matching funds to support staffing and other costs associated with the operation of the homeless center located at 257 East Lee Street in Pensacola, Florida. Failure to provide such matching funds shall automatically void this Agreement, and shall subject Loaves and Fishes to repayment of any ESGP funds dispersed by the County under this Agreement. Said matching funds shall be expended concurrently with the expenditure of ESGP funds. The documentation of the matching funds shall comply with the requirements of 24 CFR Part 576.51. Loaves and Fishes shall provide to NEFI, documentation of the budget and expenditure of such funds through its audited financial statements and/or other forms of source documentation deemed acceptable to NEFI and County.

ARTICLE VII

Obligation for Continued Use

7. In return for the assistance and support provided through this Agreement, Loaves and Fishes shall ensure the continuing operation of the homeless facility described in Section 11 of this Agreement to meet the needs of homeless persons, especially homeless families, within Escambia County, Florida, for a period of at least five (5) years from the date of execution of this Agreement. Continuing availability of and access to the facility by the homeless is a primary requirement of this Agreement. Failure to make such use of the property will be deemed a terminable event at the option of the County.

7.1 Should, at any time during this five (5) year period, Loaves and Fishes cease to operate the facility or elect to dispose of any equipment items procured with ESGP funds, the County and NEFI shall be immediately notified in writing of this decision. In this event, subject to negotiations

between Loaves and Fishes, the County, and the U. S. Department of Housing and Urban Development, and subject to compliance with applicable laws and regulations, Loaves and Fishes may be required to repay all or part of the ESGP funds previously expended under this Agreement upon its failure to comply with this provision.

ARTICLE VIII

Cooperation and Expedience

8. All parties shall cooperate to provide for implementation of this Agreement in the most expedient manner possible.

ARTICLE IX

Fair and Equal Access

9. Loaves and Fishes shall provide access to the facility and services to all people in need regardless of sex, race, color, national origin, religious preference, familial status, handicap, disability, or marital status. All services shall be provided on a non-discriminatory basis at all times. Failure to comply with this provision shall be basis for termination of this Agreement by the County in accordance with Section 3 of this Agreement.

ARTICLE X

Secular Use

10. Loaves and Fishes Soup Kitchen, Inc., is an incorporated, non-profit corporation organized under the laws of the State of Florida with IRS 501(c)(3) status and functions primarily as a social service organization with specific emphasis upon assisting the homeless and the less fortunate. Loaves and Fishes shall not operate as a church or other religious entity.

ARTICLE XI

Homeless Services and Assistance to Homeless Persons

11. Loaves and Fishes operates a homeless center (facility) located at 257 East Lee Street in Pensacola, Florida. The facility has capacity for temporarily housing up to a minimum of nine (9) families through availability of a minimum of nine (9) efficiency units. Dining and "community" space is provided in a central common area within the facility. Additionally, the congregate dining area in the facility has the capacity to serve a minimum of 150 homeless individuals, including both the residents and homeless individuals in the community. The facility is centrally located and accessible to the homeless population. Additionally, Loaves and Fishes provides an array of counseling, social and supportive services for homeless clients through its Center and related activities.

11.1 Homeless individuals and families must be given assistance by Loaves and Fishes in obtaining:

- (a) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling supervision, and other services essential for achieving independent living; and
- (b) Other Federal, State, local, and private assistance available for such individuals.

ARTICLE XII

Limitations Concerning Liability

12. Loaves and Fishes is an independent entity and is not a part of Escambia County, a political subdivision of the State of Florida. Further, this Agreement is not intended to create an employer/employee, partnership or joint venture relationship between the County or Loaves and Fishes and its respective directors, officers, employees or agents. Loaves and Fishes agrees to indemnify and save harmless the County and NEFI and their respective Commissioners, agents, directors, and employees from all claims, suits, judgments, costs, or damages associated with this contract or services provided at the homeless shelter. The indemnification provided above shall obligate Loaves and Fishes to defend at its own expense or to provide for such a defense, at County's and/or NEFI option, any and all claims of liability in suits and actions of every name and description that may be brought against the County and/or NEFI. The execution of this Agreement by Loaves and Fishes shall constitute compliance with the foregoing provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

12.1 Loaves and Fishes shall continually maintain the following minimum levels of insurance during the term of this Agreement: Comprehensive General Liability insurance in an amount of at least \$300,000 per occurrence, Automobile insurance coverage for all owned, non-owned, and hired automobiles, including employee non-ownership use, and Workers' Compensation coverage for all workers' compensation obligations whether legally required or not, with coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease.

ARTICLE XIII

Records Maintenance Requirements

13. The County, NEFI, and Loaves and Fishes agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation. The method of maintaining such records and the acceptability thereof shall be in the sole discretion of the County.

13.1 Loaves and Fishes shall maintain project specific records and accounts that shall at all times be subject to inspection, review and/or audit for a period of six (6) years following the termination of this Agreement, unless said records are the subject of audit or litigation, in which case such records are to be maintained indefinitely pending completion of said audit or litigation. Access to such records shall be provided to the County, NEFI, the U. S. Department of Housing and Urban Development, and/or other duly authorized parties upon request.

ARTICLE XIV

Client Reporting

14. Loaves and Fishes shall provide a monthly report to NEFI denoting the number of people served at the homeless facility or other relevant information as NEFI and the County may require in a fashion mutually acceptable to the County, NEFI and Loaves and Fishes for the duration of this Agreement.

14.1 It is mandatory that Loaves and Fishes actively and continually participate in data collection and reporting requirements of the Homeless Management Information system (HMIS) as administered by EscaRosa Coalition on the Homeless, Inc. Such reporting shall at all times be in compliance with HMIS reporting requirements and shall include all HUD mandated data elements.

ARTICLE XV

Nepotism

15. Loaves and Fishes agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XVI

Program Income

16. ESGP (HUD Grant) funds provided hereunder shall be in the form of a grant and no program income will result from the project.

ARTICLE XVII

Uniform Requirements

17. Loaves and Fishes will comply with all applicable provisions of the uniform requirements associated with the expenditure of HUD Grant funds for the support of homeless facilities as prescribed in 24 CFR Part 576, amendments thereto, and laws and procedures required hereunder.

ARTICLE XVIII

General Provisions

18. Loaves and Fishes agree that the contents of **EXHIBITS A and B** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Loaves and Fishes agrees:

18.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

18.2 To permit and facilitate such audits and reviews as may be required by HUD, the Escambia County Comptroller's Office, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

18.3 To produce all documents upon request by the County, HUD, or the authorized representatives of each;

18.4 Loaves and Fishes functions primarily as a social service organization with specific emphasis upon assisting the homeless and less fortunate, and Loaves and Fishes intends to maintain such function for the duration of this Agreement.

ARTICLE XIX

Understanding of Terms

19.1 This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article III Sections 3.1 and 3.2 above. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

19.2 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

19.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, 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.

19.4 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.

19.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

19.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: Kellie K. Thomas
Date: 8/29/14

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

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

By: _____
Lumon J. May, Chairman

By: _____
Deputy Clerk

BCC Approved: September 25, 2014
October 9, 2014

(S E A L)

LOAVES AND FISHES SOUP KITCHEN, INC., a not for profit corporation organized under the laws of the State of Florida

WITNESSED:

Doris L. Simpson

Print Name: Doris L. Simpson

By: Rick Humphreys
Rick Humphreys, Executive Director

Wanda Kelley

Print Name: Wanda Kelley

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 11th day of Sept., 2014, by Rick Humphreys, Executive Director of Loaves and Fishes Soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who

is/are personally known to me.
 produced current Florida driver's license as identification.
 produced current _____ as identification.

Kelli K. Thomas
Signature of Notary Public

Kelli K. Thomas
Name of Notary Printed

My Commission Expires: 6-8-15

Commission Number: EE095259



ESG Proposed Budget 2014-2015

| Item Category | Contract Amount |
|--|------------------------|
| Utility Costs (electricity, water, gas, sewer, garbage, phone) | 25,000.00 |
| Transportation Costs (gas, oil, vehicle/maintenance, vehicle insurance) | 4,400.00 |
| Facility Insurance Coverage (liability, property) | 5,400.00 |
| Salaries | 43,000.00 |
| Audit (Required for Grant) | 3,250.00 |
| Miscellaneous Items (food, kitchen supplies, cleaning supplies, shelter maintenance, personal care supplies, etc.) | 6,639.00 |
| Total Budget | 87,689.00 |

Date: 8/28/14

EXHIBIT B
LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086,
Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and
any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the
Lead-Based Paint Poisoning Prevention Act (as applicable)

11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments
thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards
Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the
housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Loaves and Fishes Soup Kitchen, Inc will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: Loaves and Fishes Soup Kitchen, Inc.

Date: October 1, 2014

Grant Program Name: EMERGENCY SHELTER GRANT PROGRAM

Grant Number: E-14-UC-12-0021

Loaves and Fishes Soup Kitchen, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: 257 East Lee Street

Pensacola, Florida 32503

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED: _____


Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:  Date: 9-11-14
Certifying Official

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____



Project

Name: ESG (2014)

Name: Rick Humphreys

Title: Executive Director

Firm/Agency: Loaves and Fishes Soup Kitchen, Inc.

Street Address: 257 East Lee Street
Pensacola, FL 32503

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose:** THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. **Affirmative Action Plan:** Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

3. **HUD Section 3 Plan and Compliance Requirements** (if applicable to this project): Any successful vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

4. **Access to Related Documents:** Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

5. **Interest of Certain Federal and Other Officials**

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

6. **Reporting, Copyrights, and Patent**

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

7. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

8. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq, the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirement of Section the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all r114 of the Clean Air Act, as

amended, (42 USC 1857c-8) and Section 308 of regulations and guidelines issued hereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' off to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

9. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the use of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities): Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

10. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of six (6) years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

11. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

12. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia- Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases.

Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

13. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.67/hour be paid (*the minimum wage required in the State of Florida is higher than the Federal Minimum Wage, therefore the higher of the two rates shall be paid*);
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

14. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

15. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

16. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any

district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603, and requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

17. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Sub-Contractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6925

County Administrator's Report 10. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: FL Fish & Wildlife Conservation Commission Artificial Reef
Construction & Monitoring Grant Application for FY 2014-2015

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Florida Fish and Wildlife Conservation Commission Artificial Reef Construction Grant Application for Fiscal Year 2014-2015 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Florida Fish and Wildlife Conservation Commission (FWC) Artificial Reef Construction Grant Application for Fiscal Year 2014-2015:

- A. Approve applying to the FWC for an Artificial Reef Construction Grant requesting up to \$100,000, with a match not to exceed \$35,000, for the construction of an artificial reef in the Gulf of Mexico;
- B. Authorize the Office of Purchasing to solicit for firms to conduct environmental preparations, deployment preparations, and deployment and other services, as required, subject to funding by the Grant award and/or other sources; and
- C. Authorize the County Administrator to sign the Grant Application and any subsequent documents relating to the Grant Application without further Board action.

[Funding: Fund 108, Tourist Promotion, Cost Center 220805 and/or Fund 352, LOST III, Cost Center 220102, NESD Capital Projects]

BACKGROUND:

The Escambia County Marine Resources Division and Escambia County Marine Advisory Committee have been seeking to deploy additional vessels for artificial reefs since the reefing of the decommissioned aircraft carrier *USS Oriskany* in 2006. Funding sources for artificial reef construction are typically limited to Florida Fish & Wildlife Conservation Commission Grants-in-Aid, public donations into the Escambia County Aquatic Resources Stewardship Endowment Fund, Local Option Sales Tax, and

Tourism Development Tax.

On September 4, 2014, several members of the public spoke in favor of acquiring the tugboat "*Ocean Wind*" for reefing. The discussion also included an upcoming grant opportunity through FWC. The Board's direction acknowledged that any funding for the project would need to be through grants and/or other sources.

The estimated cost for this project is \$130,000 with up to \$100,000 from FWC and up to \$35,000 match from the County. Additional funding of at least \$15,000 has been pledged by dive shops, divers, and other reef stakeholders. In the event that the tugboat "*Ocean Wind*" becomes unavailable for reefing, Escambia County Marine Resources Division will utilize alternative materials, including concrete, as approved by FWC.

BUDGETARY IMPACT:

The estimated cost for this project is \$130,000 with up to \$100,000 from FWC and up to \$35,000 match from the County. This match will come from Fund 108, Tourist Promotion, Cost Center 220805 and/or Fund 352, LOST III, Cost Center 220102, NESD Capital Projects.

Additional funds have been raised through a public stakeholder initiative. As of September 2014, approximately \$15,000 has been pledged. These funds would be used for contingencies or supplemental reef materials.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of grant applications that have a cash match component.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department, Marine Resources Division, will submit the Grant Application to FWC.

Attachments

[FWC-ArtificialReefConstructionGrantApp-FY14-15](#)

[ArtificialReef-PublicForum-06032014](#)



FWC DIVISION OF MARINE FISHERIES MANAGEMENT

ARTIFICIAL REEF CONSTRUCTION GRANT APPLICATION

| Applicant | | | Project Manager | | |
|--|---------------|----------|--|---------------|----------|
| Name of local coastal government, university, or eligible not-for-profit corporation | | | Printed Name, Title | | |
| Mailing Address | | | Mailing Address | | |
| Physical Address, for courier service, with zip code (if different than mailing address) | | | Physical Address, for courier service, with zip code (if different than mailing address) | | |
| City | State | Zip Code | City | State | Zip Code |
| Telephone () | Fax () | | Telephone () | Fax () | |
| FEID Number | | | Email address | | |

I hereby certify that all information submitted with this application is true and complete to the best of my knowledge.

| | | |
|---------------------------------|---------------|---------------------------------|
| _____ Signature of Applicant | _____ Date | _____ Printed Name and Title |
|---------------------------------|---------------|---------------------------------|

| Project Description | | |
|---|--|--|
| Name of Proposed Reef Project: _____ | | |
| Types of Material Proposed for Deployment: _____ | | |
| Amount of Material (tons), and/or Number of Module Units Proposed for Deployment: _____ | | |
| Proposed Coordinates LAT/LON decimal minutes: _____ | | Depth (ft.): _____ |
| Grant Funds Requested: \$ _____ | Matching Funds (Cash Only): \$ _____ <small>(attach letter stating cash match amount)</small> | Total Project Cost: \$ _____ |

| Artificial Reef Site Permit Information | |
|---|---|
| (to be provided for each permitted site to be used, <i>permits must be valid through August 31, 2013</i>) | |
| Name of Permit Holder: _____ <small>(if different than applicant, attach a letter of authorization from the permit holder to use the site)</small> | |
| Name of Permitted Site: _____ | |
| <input type="checkbox"/> Check here if the permitted site is located in State waters | |
| USACOE Permit Number: | Issued: / / Expires: / / |
| FDEP Permit Number: <small>(for sites located State waters)</small> | Issued: / / Expires: / / |
| <input type="checkbox"/> Check here if information for additional permitted sites is attached. | |

ALL APPLICANTS MUST SUBMIT RESPONSES TO THE FOLLOWING AS ATTACHMENTS CORRESPONDING TO THE INDICATED NUMBERS:

Attached

FWC use only

Project Site Selection and Environmental Assessment

1. A general location map using the most recent NOAA nautical chart showing:
 - a. The chart name, chart number, and date of chart;
 - b. The coastline adjacent to the proposed deployment location;
 - c. The bearing and distance (in nautical miles) from a described navigational marker or distinctive topographical feature (e.g. mouth of inlet) to the proposed deployment location.....(a-c, required documentation)

2. An accurate and legible site-specific map (recommended on 8 1/2 x 11 paper) of the proposed deployment area showing:
 - a. Compass rose with a north arrow, scale, and legend;
 - b. Name of permitted site;
 - c. Dimensions (in feet) of the permitted site (length/width for polygons, radius for circular sites);
 - d. Area of the permitted site in acres and/or square nautical miles;
 - e. Center and corner coordinates in latitude/longitude format as described in the Army Corps of Engineers permit;
 - f. Directional orientation of permitted site in relation to the compass rose;
 - g. Overlay of the permit corner coordinates with the most recent NOAA nautical chart and *compare the permit corner coordinates with the charted permit area. Discuss any discrepancies between the NOAA charted site and the permit;*
 - h. Minimum and maximum water depths (feet, MLW) for the permitted site;
 - i. All previous public reef deployments in the permitted site and the proposed deployment with a reference number for each;
 - j. A table (on a separate page) which lists by reference number the deployment date, type, amount of materials, and coordinates in latitude/longitude for each prior deployment and the proposed deployment in the permitted site.
 - k. The location of the closest natural habitats (e.g., hardbottom) to the deployment site.....(a-k, required documentation)

3. The results and a discussion of a bottom survey for the proposed deployment site which includes the date the survey was accomplished, the type of survey used (visual or fathometer), an estimate of the total area surveyed (in square feet) and a description of the sediments or occurrence of natural hardbottom and/or existing artificial reefs observed. Provide confirmation that there is no natural hardbottom or seagrass habitat within 150 ft. of the deployment site. Note: visual surveys by SCUBA are required at depths of 100 fsw or less.....(up to four points)

4. An environmental assessment that justifies the project site based upon minimum environmental impact. The environmental assessment should include a description of potential onsite, offsite, and cumulative impacts of the proposed artificial reef construction project on vegetation, threatened or endangered species, fisheries, wildlife, water quality, and cultural resources.....(up to five points)

5. A discussion of the availability of other relevant prior biological, or environmental data associated with the proposed reef site or general reef vicinity.....(up to four points)

6. A discussion of the range of wave height, current velocity, temperature, salinity, visibility, tidal range, and other physical oceanography conditions and how those factors may affect the project.....(up to five points)

7. Material Placement Report Forms for any previously unsubmitted non-FWCC funded public reef projects completed during the last calendar year (as required by Federal Permit conditions), listed by material type and deployment date.....(Statute requirement)

8. The number of existing artificial reef deployments (materials) within a 0.25 nm radius of the proposed project. Depict each deployment on the site-specific drawing required in number 2(i) above (more points awarded for fewer deployments).....(up to four points)

| | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | Attached | FWC use only | | | | |
|---|--------------------------|--|--|--|--|--|
| Project Objectives | | | | | | |
| 9. Specific, well defined and measurable objectives to gauge the success of the project.....(up to four points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| 10. A plan to measure the success of project objective achievement(up to five points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| Project Design | | | | | | |
| 11. A detailed description and discussion of the reef design and configuration, habitat complexity, interstitial spaces, surface area, material placement and positioning.....(up to ten points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| 12. A demonstration of the durability and stability of the reef material at the depth proposed for placement based on prior field evaluations or stability analyses.....(four points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| Project Planning and Management | | | | | | |
| 13. A project timeline and construction schedule.....(required documentation) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| 14. Number of staff and percentage of time available to undertake administrative and field aspects of project, including subsequent monitoring and assessment.....(up to five points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| 15. A written artificial reef monitoring and assessment plan, if available.....(up to five points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
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| 16. A five year local artificial reef management plan which shows linkage with the proposed project, if available.....(up to five points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| 17. A demonstration of involvement with a marine advisory board with input on artificial reef issues, if available. Include a listing of marine advisory board members, and a copy of the most recent meeting minutes regarding the proposed project.....(two points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
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| 18. One complete copy of each active ACOE and DEP permit with accompanying permit conditions applicable to the project.....(permit requirement) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| Local Demand and Public Access | | | | | | |
| 19. A demonstration of public support for the proposed artificial reef project, based upon written letters or resolutions of support less than six months old.....(up to five points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| 20. The presence of at least one navigable inlet access point within 20 nautical miles of the project site (list the number of).....(three points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| Material Transport and Ownership | | | | | | |
| 21. A plan to address logistics, coordination, staging area availability, material location, and material transport and handling.....(up to five points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| 22. Assurance of the availability of reef material for the proposed project, with an itemized list describing the materials proposed to be deployed.....(three points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| 23. Proof of ownership. For all proposed reef materials, indicate whether the reef material has already been purchased or donated (including letter(s) of verification).....(permit requirement) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| Project Practicality | | | | | | |
| 24. An approximate estimate of handling and transportation cost per ton for secondary use materials, and/or purchase, handling, and transportation cost per unit for pre-fabricated materials. Discuss the extent to which the project is physically and economically feasible based upon the project description and the requested project funding.....(up to five points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
| | | | | | | |
| 25. The percentage financial match of the project. Although providing cash match funds is not required, the commitment to provide funds to help construct the proposed artificial reef will be ranked in proportion to the percentage match of the project.....(up to four points) | <input type="checkbox"/> | <table border="1"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | |
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Attached

FWC use only

26. The applicant's total artificial reef construction/monitoring budget (excluding funds requested from this grant) for the current calendar year including a description and amounts of additional funding by funding source.....(information only, no points)

Non-profit Eligibility Verification

27. Documentation of 501(c)(3) tax status from the Internal Revenue Service.(Statute requirement)

28. Documentation of the corporation's By-laws and/or Articles of Incorporation which include artificial reef monitoring and/or development as an objective.....(Statute requirement)

Procurement of Commodities or Contractual Services Verification

29. Documentation of the intended means which commodities or contractual services will be procured, pursuant to the requirements of Section 287.057, Florida Statutes. For Agreements in the amount of \$35,000 or less, grantees will be required to obtain a minimum of two written quotes for any subcontracts. For Agreements in excess of \$35,000, grantees will be required to publicly advertise and send bid specifications to a minimum of five potential subcontractors. For any Agreement requesting the use a sole source vendor, provide clear justification (in the response to this item) for Commission review and approval(Statute requirement)

Project Funding Limits

30. For projects requesting more than the \$60,000 funding limit, provide written justification in compliance with Chapter 68E-9.006, Florida Administrative Code, for Commission review and approval.....(Statute requirement)

THE FOLLOWING ADDITIONAL ITEMS WILL BE DETERMINED BY FWCC:

Overall quality of application preparation and accuracy.....(up to four points)

31. The project is an innovative project or designed to provide future monitoring potential..... (up to five points)

32. Estimated percent coverage of natural hardbottom in the multi-county area. More points allotted to lesser coverage.....(up to eight points)

33. Number of recreational boats 16 feet long or longer registered in the affected County.....(up to five points)

34. Number of one-year resident and nonresident recreational fishing license holders in the affected county..... (up to five points)

35. Number of charter/head boats in the affected county.....(up to five points)

36. The applicant is located in an economically depressed rural coastal county.....(five points)

37. First time participation in the program by the applicant.....(five points)

38. The applicant's historic ability to ensure timely project completion, and compliance with grant agreement terms and conditions based upon the most recent grant agreement performance.....(up to five points)

Felicia A. Knight

From: Robert K Turpin
Sent: Monday, September 15, 2014 4:06 PM
To: Felicia A. Knight
Subject: FW: RFP for additional Artificial Reef Construction during FY 2014/15
Attachments: Artificial_Reef_call_for_apps_2014-15_supp.pdf

Felicia, here is the blank application

From: Mille, Keith [<mailto:keith.mille@MyFWC.com>]
Sent: Friday, September 05, 2014 1:50 PM
To: Mille, Keith
Subject: RFP for additional Artificial Reef Construction during FY 2014/15

Hello Florida Artificial Reef Managers,

We are pleased to announce the availability of an additional \$500,000 legislative appropriation for artificial reef construction during fiscal year 2014/15.

This supplemental RFP for FY 2014/15 is in addition to the upcoming annual RFP announcement (FY 2015/16) scheduled to be announced in January of 2014.

Please see attached application form, and please make note of the application deadline of Wednesday, October 29, 2013 at 5pm.

Let me know if you have any questions, and we look forward to reviewing your requests for artificial reef construction utilizing this additional special appropriation.

Regards,

Keith Mille, Fisheries Biologist IV
Division of Marine Fisheries Management - Artificial Reef Program
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street, Box 4B2
Tallahassee, FL 32399-1600
web: <http://myfwc.com/conservation/saltwater/artificial-reefs/>
office: (850) 617-9633
email: keith.mille@myfwc.com



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

PUBLIC FORUM WORK SESSION – Continued

4. FOR INFORMATION: The Board was advised by Kerry Freeland, Owner/Operator of Dive Pros, that the local diving community has pledged approximately \$13,000 for the purchase of the "Oceanwind," an 80-foot tugboat, which would be sunk as an artificial reef, and heard his request that the Board consider assisting with the acquisition and deployment of the tugboat.
5. FOR INFORMATION: The Board heard comments from Aaron Wiley, who expressed his concerns regarding the level of toxins being emitted from the Longleaf Construction & Demolition Debris Disposal Facility and the effects they have on those who live in the surrounding community, and opposed granting a permit to the facility until proper testing is conducted.
6. FOR INFORMATION: The Board heard comments from Myra G. Lightner, who expressed her concerns regarding the level of toxins being emitted from the Longleaf Construction & Demolition Debris Disposal Facility, which is affecting water quality.
7. FOR INFORMATION: The Board heard the request from Glenda Weekley, on behalf of her mother-in-law, Marie Powell, whose home, located at 2734 Midland Park Road, flooded during the rain storm, that the County repair two ditches that that do not properly drain into the holding pond located behind the home.
8. FOR INFORMATION: The Board heard comments from James C. Howard, who expressed his concerns regarding a clay pit located in the Wedgewood area, which emits an unpleasant odor, and the amount of dust produced from the road that leads to the pit, which is behind his home.
9. FOR INFORMATION: The Board heard comments from Barbara Mayall regarding a symposium she attended.
10. FOR INFORMATION: The Board heard comments from Judy Cook, who expressed her concerns regarding the toxins being emitted from a debris pit located in her community, which is affecting the quality of life for her and her neighbors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6914 **County Administrator's Report 10. 17.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 10/09/2014
Issue: Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess of \$50,000
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of \$50,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2014-2015, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

| | Vendor/Contractor | Amount | Contract Number |
|----|---|---------------|------------------------|
| A. | Blue Arbor, Inc. Vendor Number: 023818 Temporary Employment Services Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350224 (Special Events) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Cost Center: 350231 (Equestrian Center) Amount: \$250,000 | \$250,000 | PD 12-13.035 |
| B. | Keep Pensacola Beautiful, Inc., DBA Clean & Green Vendor Number: 402053 Other Contractual Services Fund: 001 (General) Cost Center: 350226 (Park Maintenance) | \$160,000 | |

| | | | |
|----|---|-----------|--|
| | Fund: 101 (Escambia County Restricted Fund) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$160,000 | | |
| C. | Game Time, Inc. Vendor Number: 070316 Park/Playground Improvements Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$525,000 | \$525,000 | |
| D. | PRIDE Enterprises Vendor Number: 164981 Park/Playground Improvements Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$100,000 | \$100,000 | |
| E. | Oldcastle Lawn & Garden, Inc. Vendor Number: 150131 Park/Playground Improvements Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$100,000 | \$100,000 | |

BACKGROUND:

The issuance of these Purchase Orders during the first part of Fiscal Year 2014-2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 350220 Recreation, Cost Center 350226 Park Maintenance, Fund (101), Escambia County Restricted, Cost Center 350224 Special Events, Cost Center 350236 Fishing Bridge, Local Option Sales Tax III Fund (352), Cost Center 350229 Park Capital Projects, Cost Center 350231 Equestrian Center.

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:

N/A

Attachments

Parks and Recreation Over 50K Justification Narratives and Backup Material

Parks and Recreation Department

Over 50K List of Blanket Purchase Orders

Thursday, October 9, 2014 BCC Meeting

Board of County Commissioners Justification Narratives and Backup Materials

- **Blue Arbor, Inc.**--- This justification is covered in an overall County Contract administered with the Human Resource Department. Currently Parks and Recreation temporary employees that are contracted with Blue Arbor perform various duties located at various County facilities. These employees have been essential to the upkeep and aesthetics in our inventory of parks.
- **Keep Pensacola Beautiful (Formerly "Clean & Green")**--- This Non-Profit organization is responsible for trash pick-up and minor clean up at the majority of county parks from Walnut Hill to Perdido Key. This non-profit organization has been used for years. The organization utilizes a "work release/community service hours" labor force. The organization provides supervision, trash pick-up materials, along with trash disposal. As stated above, this organization is a non-profit that has been contracted annually for many years. Locally, there is no other organization or business to our knowledge that provides this type of service.
- **Game Time, Inc.**--- **U.S. Contract Number 110179**-- Game Time, Inc. is a playground vendor that has provided playground equipment, surfacing, site furnishings, and related playground and outdoor recreation equipment to Escambia County and other surrounding government entities for years. A vast amount of playground equipment in the parks inventory is Game Time equipment. This vendor supplies excellent customer service, in addition to a high quality and most durable

commercial type playground unit and amenities. In recent years, some of our most modern playground upgrades and additions have been from Game Time including but not limited too outdoor exercise equipment, ADA-Special Needs Playground equipment, additional amenities to existing playground units, shade structures, etc. Please understand that this blanket purchase order recommendation does not bound the county into using Game Time as the sole provider of playgrounds, but rather gives the opportunity to take advantage of U.S. Communities Contract and the special offers that are given by Game Time on close out units. We still would get quotes for new playground structures and units. Most important to this Game Time recommendation is when the county would like to add to a current Game Time unit or amenity, Game Time equipment is what matches or provides the best options. Examples may include but not limited to, broken or vandalized slides, swing sets, climbing walls, etc. When these types of SAFETY aspects are identified, they must be handled AS SOON AS POSSIBLE to insure safety and reduce liability concerns. Game Time replacement parts must be used with Game Time Structures and not retrofitted. When these situations are presented, they must be handled immediately with the company and fitted and repaired with the correct replacement piece or material to insure continued safety. Again, we are not bound to using Game Time with new equipment and will get quotes on new playground units for new projects, but this gives us security of when and if replacements are needed, that it can happen quickly and safely, along with taking advantage of the US Communities contract pricing structure that is in place.

- PRIDE Enterprises--- Pride is a state prison operated labor force which builds various types of equipment, inclusive of items used in Parks. In addition to a marked cost savings on these items, the service is fast, and when replacement equipment is needed, the turn-around is fast. In addition to fast turn-around on individualized items, many times items

such as picnic tables, benches, trash can bins are purchased in bulk, which Pride certainly provides marked cost savings by utilizing state prison force labor, but at the same time yield a most high quality and durable product. In backup support, several cost comparison sheets are included. Typical type items that have been purchased from Pride in past include Kiosk, Park Grills, Trash Can Bins, Park Benches, Picnic Tables, and Split Rail or Diamond Rail Wood Fencing. Pride has been used by the Parks and Recreation Department for many years for this type of equipment, along with many other county and city Parks Departments across the state, but in the future, we shall continue to cross check other vendors to insure that we are continuing to receive the best option possible with this type of equipment.

- Oldcastle Lawn and Garden, Inc.--- Playground units and various playground amenities require “fall surface” for safety and liability. The majority of county park fall surfacing is comprised of an “engineered wood fiber”- wood chip. What this entails is this type of wood chip is ADA compatible. Many Parks departments nationwide are transitioning from sand to these wood chips, in which the county parks have nearly completed this transition. As noted above, this type of chip is ADA compatible, easier to maintain, and trending to be safer which is of top priority. At any time, the parks department may have to go fill in or replace this required fall surface do to vandalism, heavy rain events, etc., thus a certain level of stock pile is desired in order to maintain certain safety standards at our inventory of playgrounds. Backup material is provided.

Thank you for your time and support.

Escambia County Parks and Recreation Department



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. 110179

**AGREEMENT TO PROVIDE PLAYGROUND EQUIPMENT,
SURFACING, SITE FURNISHINGS AND RELATED
PRODUCTS AND SERVICES**

This Agreement (the "Agreement") is entered into as of this 17th Day of September, 2010 (the "Effective Date"), by and between PlayCore Wisconsin, Inc. dba GameTime (the "Company") a corporation doing business in North Carolina (the "Company"), and Mecklenburg County, a political subdivision of the State of North Carolina (the "County").

Statement of Background and Intent

- A. The County issued a Request for Proposals (RFP Number 269-2010-183) dated March 19, 2010 requesting proposals from qualified firms to provide the County and other Participating Public Agencies with Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services hereafter referred to as ("Products"). This Request for Proposals, together with all attachments and any amendments, is referred to herein as the "RFP".
- B. The Company submitted a proposal in response to RFP Number 269-2010-183 on May 5, 2010. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The County awarded this contract on July 6, 2010, to Company to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services to the County all in accordance with the terms and conditions set forth herein.
- D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to the Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at www.uscommunities.org. The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

A G R E E M E N T

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

| | |
|------------|---|
| Exhibit A: | Contract Pricing, Discount Structures and Pricing Incentives |
| Exhibit B: | Installation Fees |
| Exhibit C: | National Network of Distributors and Certified Installers |
| Exhibit D: | U.S. Communities Administrative Agreement |
| Exhibit E: | Freight Rate Schedules |
| Exhibit F: | Product Warranties |
| Exhibit G: | Company's Proposal (not attached, but incorporated herein by reference) |
| Exhibit H: | RFP #269-2010-183 (not attached, but incorporated herein by reference) |

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):

- 2.1. **AGREEMENT.** The term "Agreement" shall mean this Agreement including the Company's Proposal, the RFP and all attachments, exhibits, and addenda (all as defined in the Statement of Background and Intent).
- 2.2. **DOCUMENTATION.** The term "Documentation" shall mean all written, electronic, or recorded works, and all enhancements and updates thereto, that describe the use, functions, features, or purpose of the Products and Services, including without limitation all functional and technical specifications, end user manuals, guides and other materials which relate to the Products and Services, or which are necessary to fully utilize the Products and Services.
- 2.3. **DELIVERABLES.** The term "Deliverables" shall mean all equipment, materials, drawings, data, wiring, cable, installation services, incidentals and all other items that the Company is required to complete and deliver to the County in connection with this Agreement.
- 2.4. **DEFECT.** The term "Defect" shall mean any failure of the Products, or any component thereof, to conform fully to the Specifications and Requirements. Non-conformity is not a Defect if it results from the County's misuse, improper use, alteration, or damage of the Products.
- 2.5. **EFFECTIVE DATE.** The term "Effective Date" refers to the date this Agreement is fully executed by all parties to the Agreement.
- 2.6. **PARTICIPATING PUBLIC AGENCY.** The term shall mean any and all states, local governments, school districts, and higher education institutions and other public agencies and nonprofit organizations that have authority to purchase from another public agency's competitively solicited contract.

- 2.7. **PRODUCTS.** The term "Products" shall mean Playground Equipment, Surfacing, Site Furnishings, and Related Products that the Company agreed to provide in the Company's Proposal.
- 2.8. **SERVICES.** The term "Services" shall include all services that the Company agreed to provide in the Company's Proposal, including all design, assembly, installation, reporting, and optional work.
- 2.9. **SPECIFICATIONS AND REQUIREMENTS.** The term "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products and Services which are set forth or referenced in: (a) this Agreement, including all Exhibits; (b) the Company's proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products. Notwithstanding the forgoing, if the Company improves the Products or Services over time to incorporate new technology or improved features or functionality, and provided the improved Products or Services under this Agreement, the descriptions, specifications and requirements for such improvements shall be deemed part of the Specifications and Requirements. Also notwithstanding the forgoing, the Company's Bid shall only take precedence over the ITB to the extent the Company properly took exception to the terms of the ITB in the manner required by the ITB.

3. **TERM.**

The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment to the contract signed by both parties.

4. **GENERAL DESCRIPTION OF PRODUCTS AND SERVICES.**

The Company shall provide the Products and Services in accordance with the terms of the Company's proposal, and in compliance with all other conditions, covenants, stipulations, terms and provisions contained in this Agreement.

5. **SHIPPING AND DELIVERY.**

All shipments shall be F.O.B. destination with freight charges prepaid and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's freight bill. Estimated freight charges shall be provided at the time of quotation utilizing the freight rate schedules incorporated into this Agreement as Exhibit E.

6. **INSTALLATION, MAINTENANCE AND SAFETY INSPECTIONS.**

The County and Participating Public Agencies shall be responsible for contracting installation services on a project-by project basis as needed. If included with purchase, all equipment shall be installed by a GameTime Installer in accordance with the standards established by the terms, specifications, drawings, and construction notes for each project and meet manufacturer's specifications and industry standards. County and Participating Public Agencies shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Participating Public Agency shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

7. **COMPENSATION.**

- 7.1. The County shall pay the Company for Products and Services compliant with the Specifications and requirements of this Agreement based on the fixed percentage discounts from the current manufacturer's price index as identified and incorporated into this Agreement as Exhibit A.
- 7.2. The Company agrees the fixed percentage discounts will remain firm for the entire contract term.
- 7.3. Pricing shall remain in effect until December 31, 2011. Thereafter, the Company shall advise the Charlotte-Mecklenburg Procurement Services Department in writing of any proposed price increases no later than sixty (6) days prior to the effective date of the requested increase.

- 7.4. The Company shall be responsible for furnishing and delivering approved price lists and the most current catalogs to the County and other participating public entities, upon request.
- 7.5. The Company agrees that if a public agency is otherwise eligible for lower pricing through a federal, state, regional, or local contract, the Company will match the pricing.

8. **OPTIONAL WORK.**

The County and Participating Public Agencies may elect to request quotations for additional services not specifically listed in the Company's proposal or this Agreement. The Company shall provide quotations for optional products and services as requested, to provide a full turnkey solution.

9. **BILLING.**

Each invoice sent by the Company shall detail all items delivered which are necessary to entitle the Company to the requested payment under the terms of this Agreement. The Company shall mail all invoices to:

Mecklenburg County
Finance - Accounts Payable
600 East 4th St.
Charlotte, NC 28202

The County will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax.

10. **GENERAL WARRANTIES.**

Company represents and warrants that:

- 10.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;
- 10.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 10.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- 10.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- 10.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 10.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

11. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company represents warrants and covenants that:

- 11.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;

- 11.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 11.3 Neither the Services, nor any Deliverables provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 11.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.

12. TERMINATION.

12.1. *TERMINATION WITHOUT CAUSE.* The County may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the Company.

12.2. *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- (b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
- (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

12.3. *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE COUNTY.* By giving written notice to the Company, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- (a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

- 12.4. **CANCELLATION OF ORDERS AND SUBCONTRACTS.**
In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- 12.5. **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.**
Any termination of the Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 12.6. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new service provider access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate the Services to a new service provider; and (d) refund to the County all pre-paid Warranty Fees (other than pre-paid Warranty Fees for the then current year).
- 12.7. **NO SUSPENSION.** In the event that the County disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 12.8. **AUTHORITY TO TERMINATE.** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.
- 12.9. **AUDIT.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the County for the cost of the audit.

13. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Agreement, the Company shall cooperate with the County to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the County as determined by the County in its sole discretion. The transition services that the Company shall perform if requested by the County include but are not limited to:
- a. Working with the County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- b. Notifying all affected service providers and subcontractors of the Company of transition activities;
- c. Performing the transition service plan activities;
- d. Answering questions regarding the products and services on an as-needed basis; and
- e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

14. **AMENDMENTS.** In the event changes to the Agreement become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Agreement (an "Amendment"). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

In the event either party desires an Amendment, the party shall submit to the other party a proposed change. If the receiving party does not accept the Contract Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the proposed change. If the parties cannot reach agreement on a proposed change, the Company shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

15. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the County and the County's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) copyright, trademark or patent infringement or other infringement of proprietary rights with respect to any of the Products or Services delivered to the County pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Agreement; or (iii) arising from the Company's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that a Company employee or subcontractor is an employee of the County, including claims relating to worker's compensation, failure to withhold taxes and the like.

If an Infringement Claim occurs, the Company shall either: (i) procure for the County the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the System or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the County is directed to cease use of a Product or Service, the Company shall promptly refund to the County all amounts paid under this Agreement, other than Extended Maintenance Fees.

The indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional acts of anyone other than the Company or their affiliates; inadequate surfacing; or vandalism.

It is the intent of any insurance provided by the Company to indemnify for product liability claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by Company or Company's subcontractors. This clarifies and supersedes any other section of the contract concerning indemnification that could be interpreted otherwise.

16. **INSURANCE.** Throughout the term of this Agreement, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Agreement, or in the event the Company fails to provide the County with the required certificates of insurance, the County shall be entitled to terminate this Agreement immediately upon written notice to the Company.

16.1. General Requirements.

- (a) The Company shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section and such insurance has been approved by the County. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.
- (b) All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the County with proof of insurance coverage by certificates of insurance accompanying this Agreement and shall name the County as an additional named insured under the commercial general liability.
- (c) The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

16.2. Types of Insurance. The Company agrees to purchase and maintain during the life of this Agreement with an insurance company, acceptable to the County, authorized to do business in the State of North Carolina the following insurance:

- (a) Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- (b) Commercial General Liability. Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.
- (c) Workers' Compensation Insurance. The Company shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Agreement. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

It is understood that Playground Equipment will be in the care, custody, and control of the County or Participating Public Agency following installation. It is further understood that the Company cannot additionally insure the eventual owners of the equipment for Participating Public Agencies nationwide for any damages that result from lack of maintenance, inadequate supervision, negligence, or intentional acts

by anyone other than the Company or their affiliates; inadequate surfacing, or vandalism. The responsibility for maintenance and supervision belongs to the County or Participating Public Agency and the public user respectively.

17. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the County that may arise under law or under the terms of this Agreement.
18. **SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Agreement without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the County as a third party beneficiary.
11. **NON-DISCRIMINATION.** The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

The Company agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the County of the final disposition of such cases.

19. **AUDIT.** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement or the County's payment obligations.
20. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the County in connection with this agreement. County data processed by the Company shall remain the exclusive property of the County. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the County in any manner except that contemplated by this agreement.
21. **WORK ON COUNTY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the County's premises, obey all instructions and directions issued by the County's project manager with respect to work on the County's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on the County's premises.
22. **DRUG-FREE WORKPLACE.** The County is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:
 - 22.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 22.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any

available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- 22.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction:
- 22.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime:
- 22.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 22.6. Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be ground for suspension, termination or debarment.

23. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

23.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

| | |
|---------------------------------------|--|
| For The Company: | For The County: |
| Don King | Karen Ruppe |
| PlayCore Wisconsin, Inc. dba GameTime | Charlotte-Mecklenburg Procurement Services |
| 150 Playcore Drive | 600 East 4 th Street |
| Fort Payne, AL 35967 | Charlotte, NC 28202 |
| Phone: 256.997.5255 | Phone: 704.336.2992 |
| Fax: 256.997.5455 | Fax: 704.632.8254 |
| E-mail: dking@playcore.com | E-mail: kruppe@ci.charlotte.nc.us |
| | |
| With Copy To: | With Copy To: |
| | Tyrone Wade |
| | Deputy County Attorney |
| | 600 East Fourth Street |
| | Charlotte, NC 28202 |
| | Phone: 704.336.4135 |
| | Fax: |
| | E-mail: TyroneC.Wade@mecklenburgecountync |

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

24. **MISCELLANEOUS**

24.1. **ENTIRE AGREEMENT.** This Agreement, (including all Exhibits) and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter

herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

- 24.2. AMENDMENT. No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
- 24.3. GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 24.4. BINDING NATURE AND ASSIGNMENT. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 25.10 constitute an assignment.
- 24.5. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
- (a) if such failure or delay:
 - i. could not have been prevented by reasonable precaution;
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
 - (b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Service Provider shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Service Provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
 - (c) Upon the occurrence of a Force Majeure Event, the Service Provider shall immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Service Provider from performing its obligations for more than five (5) days, the County shall have the right to terminate this Agreement by written notice to the Service Provider.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Service Provider from the performance of its obligations under this Agreement.

An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force

Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the County shall have the right to terminate this Agreement by written notice to the Company.

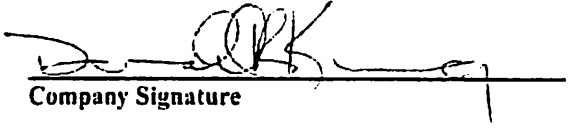
- 24.6. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 24.7. **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the County in any manner without the prior written consent of the County. Notwithstanding the forgoing, the parties agree that the Company may list the County as a reference in responses to requests for proposals, and may identify the County as a customer in presentations to potential customers.
- 24.8. **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 24.9. **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the County shall have the option of terminating this Agreement by written notice to the Company. The Company shall notify the County within ten days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 24.10. **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with this Agreement.
- 24.11. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 24.12. **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

22.13 **WAIVER OF RIGHT TO JURY TRIAL.** The County and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

25. **Non-Appropriation of Funds.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

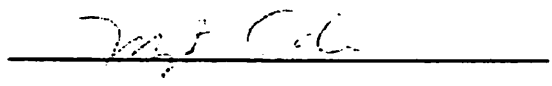
IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

PLAYCORE WISCONSIN, INC.
dba GAMETIME:



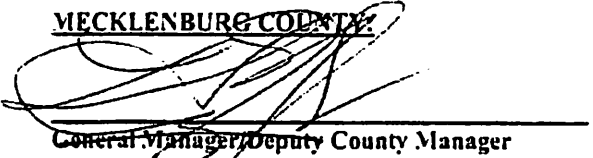
Company Signature
Donald R. King
Director of Sales Administration
Title

ATTEST:



Mary Cole
Sales Administration Manager
Title

MECKLENBURG COUNTY:



General Manager/Deputy County Manager

ATTEST:



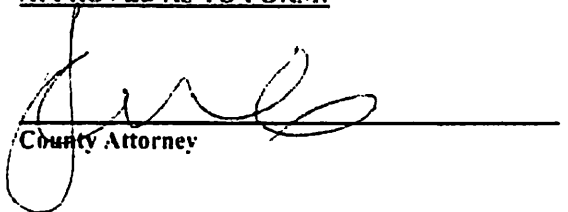
Clerk to the Board of County Commissioners



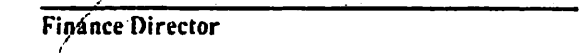
Park and Recreation Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

APPROVED AS TO FORM:



County Attorney



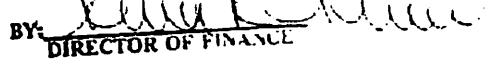
Finance Director

APPROVED AS TO INSURANCE REQUIREMENTS:



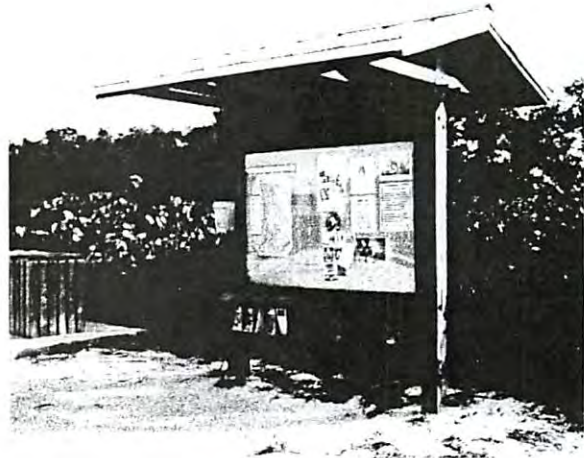
Director, Charlotte-Mecklenburg Division of Insurance Risk Management

NO PRE-AUDIT REQUIRED. DEPARTMENT(S) TO ENCUMBER FUNDS AS NEEDED.

BY: 
DIRECTOR OF FINANCE

Pride Kiosks

Constructed with durable southern yellow pine, our kiosks protect information in any location.



Standard Kiosks

Standard kiosks are ruggedly constructed to protect your information from the outside elements.

| Item | Product ID | Dimensions |
|--|------------|------------------|
| 7' Standard Single-Sided Kiosk, 3' x 5' Info Board | 1416735SGL | 6'W x 16'H x 7'L |
| 9' Standard Single-Sided Kiosk, 4' x 6' Info Board | 1416746SGL | 7'W x 16'H x 9'L |
| 7' Standard Double-Sided Kiosk, 3' x 5' Info Board | 1416735DBL | 6'W x 16'H x 7'L |
| 9' Standard Double-Sided Kiosk, 4' x 6' Info Board | 1416746DBL | 7'W x 16'H x 9'L |

1904-04



Small Kiosk

The small kiosks are great for tight spaces while still providing necessary protection.

| Item | Product ID | Dimensions |
|----------------|------------|------------------|
| 6' Small Kiosk | 1416733SGL | 5'W x 16'H x 6'L |



Signs/Kiosks KIOSKS

866.228.5135 • www.pride-enterprises.org

KirbyBuilt

Stainless steel hinged door with keyed locks

Optional LED lighting feature, see website for details

Your choice of our standard highest quality corkboard or recycled rubber tackboard upgrade, see website for details

6 x 6 structural-grade recycled plastic posts



Keep foot traffic aware of upcoming events, outings and display helpful maps as needed

AMC4005

100% recycled plastic frame with UV-resistant, non-yellowing, break-resistant acrylic glass window

Jumbo Horizontal w/Posts



"It's all in the name, KirbyBuilt Quality Products! They have high quality products and top notch customer service."

Megan, Crystal Property Management
Glenwood Springs, CO

Convenient side-hinged access makes updating content easy



SPECIFICATIONS

Viewing Area 67" w x 41.5" h

| MODEL # | DESCRIPTION | DIMENSIONS | WEIGHT | PRICE | SALE PRICE |
|---------|--|-------------------------------|----------|----------------|----------------|
| AMC4000 | Single-Sided, Without Posts | 78.5" w x 7.25" d x 52.25" h | 144 lbs. | \$1,762.00 ea. | \$1,460.00 ea. |
| AMC4005 | Single-Sided, w/ 2 Inground Posts 5.5" x 5.5" x 76" | 85.25" w x 7.25" d x 81.75" h | 312 lbs. | \$2,827.00 ea. | \$2,341.00 ea. |
| AMC4010 | Single-Sided, w/ 2 Surface-Mount Posts 5.5" x 5.5" x 60" & Bases | 90" w x 14" d x 82" h | 269 lbs. | \$2,832.00 ea. | \$2,346.00 ea. |
| AMC9152 | Optional Factory-Installed LED Lighting* | | | \$ 346.00 ea. | \$ 287.00 ea. |
| AMC9363 | Optional Recycled Rubber Tackboard Upgrade* | | | \$ 247.00 ea. | \$ 180.00 ea. |
| | | | | + shipping | + shipping |



50 Message Centers | Order by phone: 1.866.965.4729 | Order by fax: 1.262.787.1802

Pride

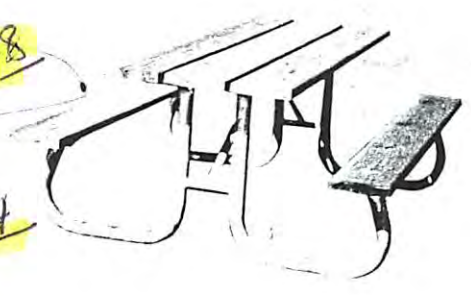
Easy-access tables offer a walkthrough design using a single-welded metal frame that also provides easy portability.



Easy-access wood tables offer strength and durability in all seasons.

| | | |
|-------------------------------|------------|-----------------------|
| 6' Easy-Access Wood Table | 14167300NA | 60" w x 30" h x 6' L |
| 8' Easy-Access Wood Table | 14167305NA | 60" w x 30" h x 8' L |
| 6' Easy-Access Wood ADA Table | 14167301NA | 60" w x 30" h x 8' L |
| 8' Easy-Access Wood ADA Table | 14167303NA | 60" w x 30" h x 10' L |

296 48
332 54



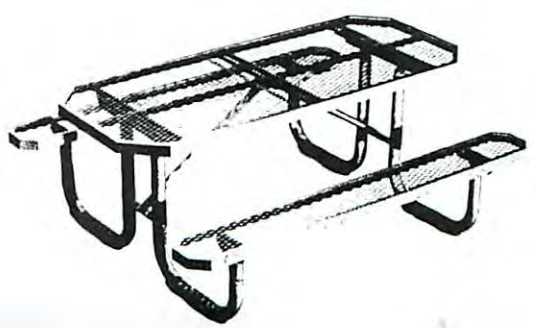
The green-alternative, easy-access tables are available in cedar or sand-colored recycled plastic.

| | | |
|----------------------------------|-------------|-----------------------|
| 6' Easy-Access Plastic Table | 14167300PLA | 60" w x 30" h x 6' L |
| 8' Easy-Access Plastic Table | 14167302PLA | 60" w x 30" h x 8' L |
| 6' Easy-Access Plastic ADA Table | 14167303PLA | 60" w x 30" h x 8' L |
| 8' Easy-Access Plastic ADA Table | 14167305PLA | 60" w x 30" h x 10' L |



Built to withstand all conditions, the easy-access metal table is available in the powder-coat color of your choosing. Also available in plasti-coat.

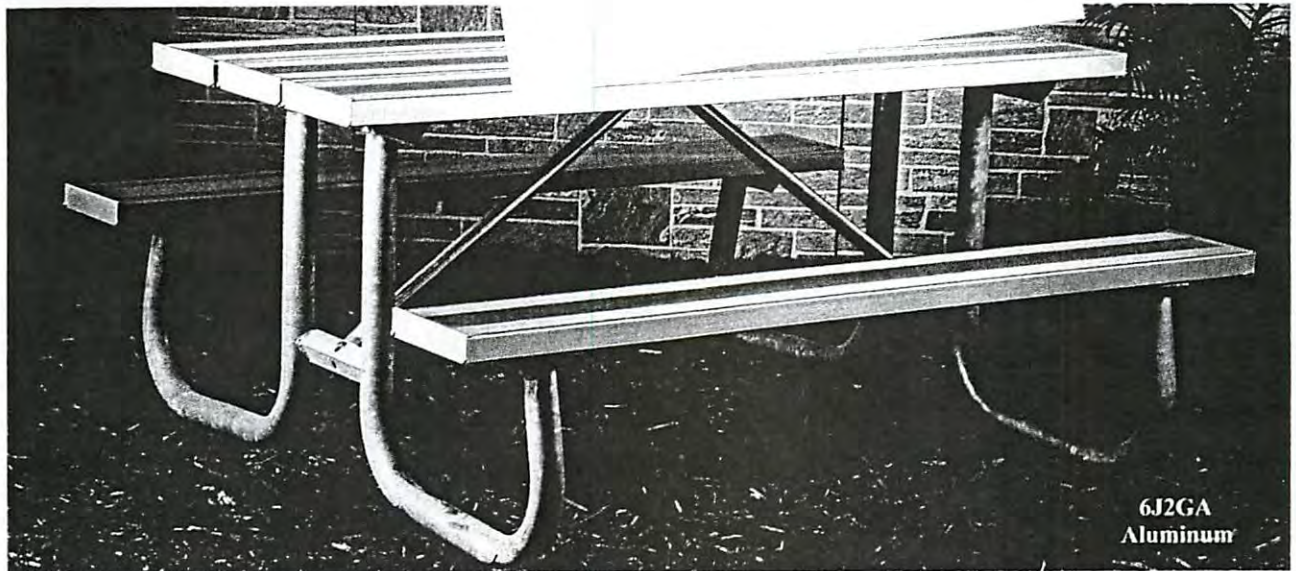
| | | |
|----------------------------|-------|----------------------|
| 6' Easy-Access Metal Table | 97009 | 54" w x 30" h x 6' L |
| 8' Easy-Access Metal Table | 97008 | 54" w x 30" h x 8' L |



Kay Park

J2 Series Welded F

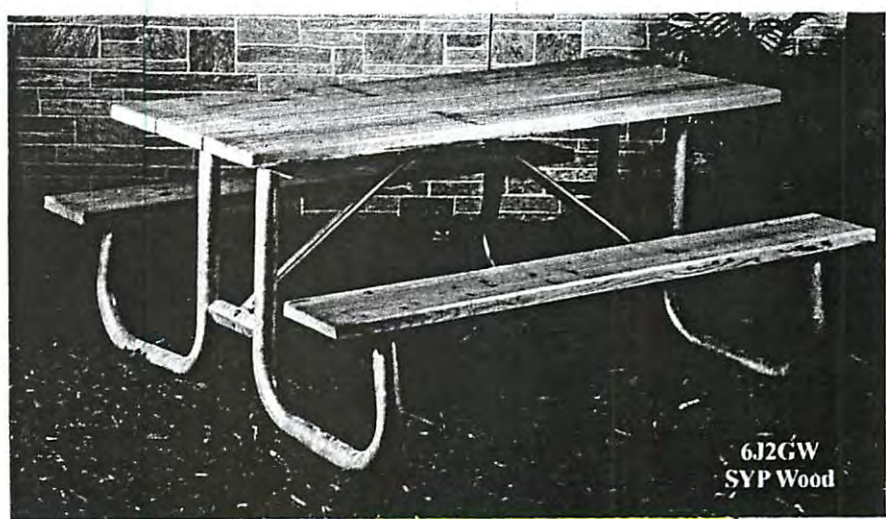
TABLES



6J2GA
Aluminum

| | | | |
|--------|--------------------|---------|----------|
| 6J2GA | 6' Aluminum Plank | 162 Lbs | \$511.00 |
| 8J2GA | 8' Aluminum Plank | 179 Lbs | \$579.00 |
| 12J2GA | 12' Aluminum Plank | 283 Lbs | \$855.00 |

Quick Ship



6J2GW
SYP Wood

| | | | |
|--------|--------------------|---------|----------|
| 6J2GW | 6' SYP Wood Plank | 229 Lbs | \$312.00 |
| 8J2GW | 8' SYP Wood Plank | 269 Lbs | \$342.00 |
| 12J2GW | 12' SYP Wood Plank | 407 Lbs | \$587.00 |

Quick Ship



6J2CVP Plastisol

| | | | |
|--------|--------------------------|---------|----------|
| 6J2CVP | 6' Plastisol Plank (pvc) | 273 Lbs | \$746.00 |
| 8J2CVP | 8' Plastisol Plank (pvc) | 333 Lbs | \$908.00 |

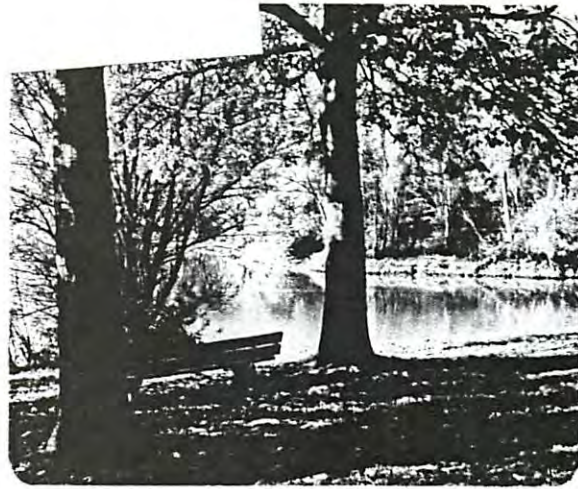
Best Seller

Plastisol Colors:

- Black
- Brown
- Red
- Burgundy
- Purple
- Blue
- Green
- Yellow
- Almond

Pride CLASSIC

Classic benches are attractive, long-lasting, and practical for everyday use, providing years of maintenance-free public seating.



Classic Wood Benches

The classic wood benches add a distinguished look to its surroundings. Also available without arms.

| Item | Product ID | Dimensions |
|---------------------------------------|------------|-------------------|
| 6' Classic Freestanding Wood Bench | 14167501NA | 25"W x 36"H x 6'L |
| 8' Classic Freestanding Wood Bench | 14167502NA | 25"W x 36"H x 8'L |
| 6' Classic Wood Bench, Ground-Mounted | 14167601NA | 25"W x 73"H x 6'L |
| 8' Classic Wood Bench, Ground-Mounted | 14167602NA | 25"W x 73"H x 8'L |

179.01

150.00



Classic Plastic Benches

The classic plastic benches are an ideal substitute for the environment-friendly setting. Also available without arms and in cedar or sand-colored recycled plastic.

| Item | Product ID | Dimensions |
|--|-------------|-------------------|
| 6' Classic Freestanding Plastic Bench | 14167501PLA | 25"W x 36"H x 6'L |
| 8' Classic Freestanding Plastic Bench | 14167502PLA | 25"W x 36"H x 8'L |
| 6' Classic Plastic Bench, Ground-Mounted | 14167601PLA | 25"W x 73"H x 6'L |
| 8' Classic Plastic Bench, Ground-Mounted | 14167602PLA | 25"W x 73"H x 8'L |



Classic Metal Benches

The classic metal benches are built for strength and stability in ever-changing seasons and powder-coated to your color of choice. Also available with arms and in plasti-coat.

| Item | Product ID | Dimensions |
|--|------------|-------------------|
| 6' Classic Freestanding Metal Bench | 97322 | 23"W x 37"H x 6'L |
| 8' Classic Freestanding Metal Bench | 97321 | 23"W x 37"H x 8'L |
| 6' Classic Metal Bench, Ground-Mounted | 97323 | 23"W x 51"H x 6'L |
| 8' Classic Metal Bench, Ground-Mounted | 97324 | 23"W x 51"H x 8'L |

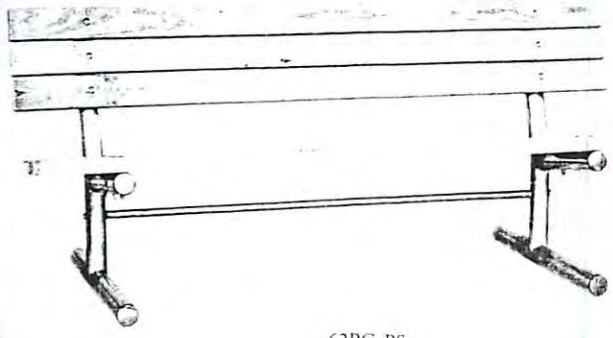


Portable Benches

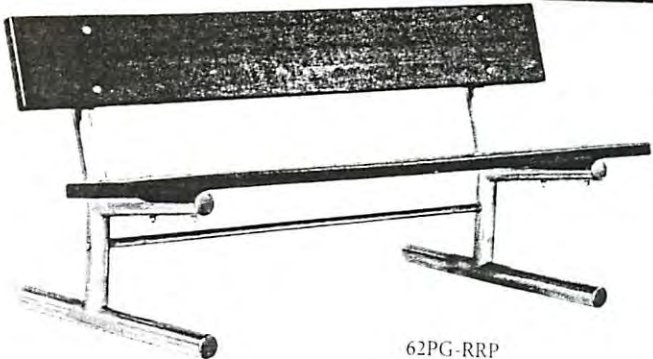
Kay Park

Plank Options Page 92-93

BENCHES



62PG-PS
SYP Wood



62PG-RRP
Recycled Plastic

Treated SYP Wood 2x4" Slats

| | | | |
|--------|---------------------|---------|-----------|
| 62PGPS | 6' Treated SYP 2x4" | 93 Lbs | \$ 192.00 |
| 82PGPS | 8' Treated SYP 2x4" | 113 Lbs | \$ 217.00 |

Recycled Plastic 2x10" Planks

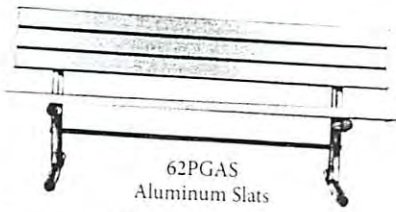
| | | | |
|---------|----------------------------|---------|-----------|
| 62PGRRP | 6' Recycled plastic, 2x10" | 108 Lbs | \$ 336.00 |
| 82PGRRP | 8' Recycled plastic, 2x10" | 133 Lbs | \$ 377.00 |

Same Durable Frame Just Choose your plank!

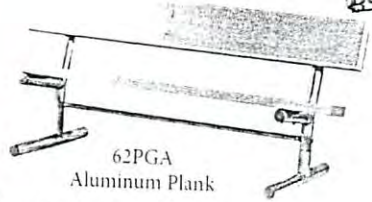
Portable Benches With Back

Portable benches are 2 3/8" O.D. galvanized tube with 1 1/16" cross brace and portable leg style to allow for mobility. These benches are perfect for indoor or outdoor use and drilled to accept 2" x 4" slats or 2" x 10" planks. Great for parks, locker rooms, ball diamonds, or soccer fields etc.

| Frame Only | | | |
|------------|--------------------|--------|-----------|
| 2PG26 | FRAME ONLY for 6' | 38 Lbs | \$ 131.00 |
| 2PG28 | FRAME ONLY for 8' | 38 Lbs | \$ 131.00 |
| 2PG35 | FRAME ONLY for 15' | 58 Lbs | \$ 209.00 |



62PGAS
Aluminum Slats



62PGA
Aluminum Plank

Best Seller

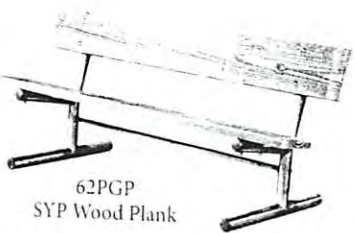
Commercial Quality!

Aluminum 2x4" Slats

| | | | |
|--------|-------------------------|--------|-----------|
| 62PGAS | 6' Aluminum, 2x4" slats | 66 Lbs | \$ 377.00 |
| 82PGAS | 8' Aluminum, 2x4" slats | 76 Lbs | \$ 458.00 |

Aluminum 2x10" Planks

| | | | |
|--------|---------------------|---------|-----------|
| 62PGA | 6' Aluminum, 2x10" | 57 Lbs | \$ 238.00 |
| 82PGA | 8' Aluminum, 2x10" | 64 Lbs | \$ 266.00 |
| 152PGA | 15' Aluminum, 2x10" | 109 Lbs | \$ 536.00 |
| 212PGA | 21' Aluminum, 2x10" | 153 Lbs | \$ 749.00 |



62PGP
SYP Wood Plank



62PGVP
Vinyl Plastisol

Treated SYP Wood 2x10" Planks

| | | | |
|--------|------------------------|---------|-----------|
| 62PGP | 6' Treated SYP, 2x10" | 83 Lbs | \$ 182.00 |
| 82PGP | 8' Treated SYP, 2x10" | 101 Lbs | \$ 194.00 |
| 152PGP | 15' Treated SYP, 2x10" | 178 Lbs | \$ 354.00 |

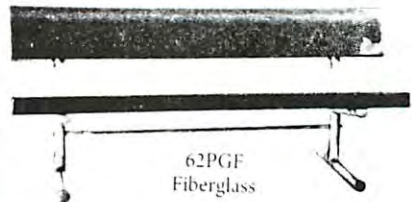
Vinyl Plastisol 2x10" Planks

| | | | |
|---------|---------------------------|---------|-----------|
| 62PGVP | 6' Vinyl Plastisol 2x10" | 109 Lbs | \$ 438.00 |
| 82PGVP | 8' Vinyl Plastisol 2x10" | 133 Lbs | \$ 488.00 |
| 152PGVP | 15' Vinyl Plastisol 2x10" | 239 Lbs | \$ 896.00 |



62PGRPS
Recycled Plastic

| Recycled Plastic: | |
|-------------------|--|
| Brown | |
| Gray | |



62PGF
Fiberglass

Recycled Plastic 2x4" Slats 3 Legs

| | | | |
|---------|----------------------------|---------|-----------|
| 62PGRPS | 6' Recycled plastic, 2x10" | 131 Lbs | \$ 349.00 |
| 82PGRPS | 8' Recycled plastic, 2x10" | 157 Lbs | \$ 421.00 |

Fiberglass 2x10" Planks

| | | | |
|--------|-----------------------|---------|-----------|
| 62PGF | 6' Fiberglass, 2x10" | 90 Lbs | \$ 328.00 |
| 82PGF | 8' Fiberglass, 2x10" | 105 Lbs | \$ 419.00 |
| 152PGF | 15' Fiberglass, 2x10" | 180 Lbs | \$ 835.00 |

Fiberglass Colors:

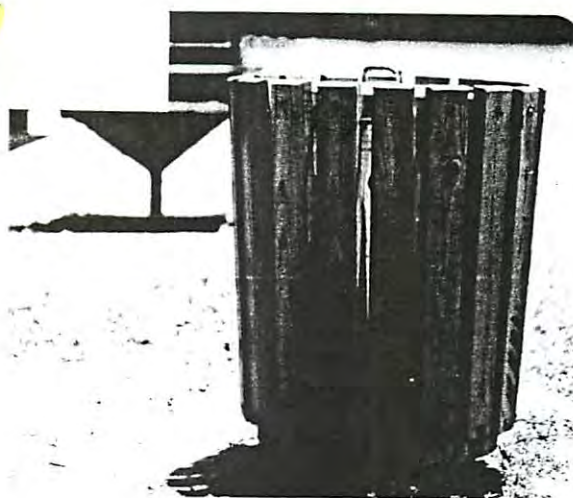
| |
|----------------|
| Red |
| Forest Green |
| Royal Blue |
| Blue |
| Shamrock Green |
| Yellow |
| White |
| Champagne |



Pride

Receptacles

Allow PRIDE to provide a pleasing solution to your containment needs with our complete line of trash receptacles.



Classic Wood Trash Receptacles

Hide unsightly trash cans with the naturally attractive wood trash can receptacles.

| Item | Product ID | Dimensions |
|--|------------|-----------------|
| 20 Gallon Classic Wood Trash Receptacle Holder | 14167900NA | 23.5"W x 25.5"H |
| 32 Gallon Classic Wood Trash Receptacle Holder | 14167901NA | 27.75"W x 32"H |



Classic Heavy-Duty Wood Trash Receptacles

The heavy-duty wood trash receptacles offer additional capacity and strength for trash can storage.

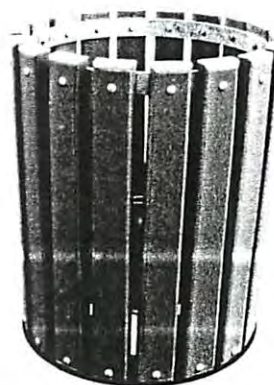
| Item | Product ID | Dimensions |
|---|------------|-----------------|
| 20 Gallon Heavy-Duty Wood Trash Receptacle Holder | 14167902NA | 23.5"W x 25.5"H |
| 32 Gallon Heavy-Duty Wood Trash Receptacle Holder | 14167903NA | 27.75"W x 32"H |
| 55 Gallon Heavy-Duty Wood Trash Receptacle Holder | 14167904NA | 32.5"W x 38"H |

142.62

Classic Plastic Trash Receptacles

Keep the environment and grounds clean with plastic trash can receptacles.

| Item | Product ID | Dimensions |
|---|-------------|-----------------|
| 20 Gallon Plastic Trash Receptacle Holder | 14167902PLA | 23.5"W x 25.5"H |
| 32 Gallon Plastic Trash Receptacle Holder | 14167903PLA | 27.75"W x 32"H |



Classic Heavy-Duty Plastic Trash Receptacles

With more storage capacity, the heavy duty plastic trash receptacles are great for keeping a clean environment.

| Item | Product ID | Dimensions |
|--|-------------|----------------|
| 55 Gallon Heavy-Duty Plastic Trash Receptacle Holder | 14167904PLA | 30.37"W x 38"H |

Receptacles CLASSIC

866.228.5135 • www.pride-enterprises.org

Litter Receptacles

Kay Park

Kay Park Recreation offers commercial trash receptacles including liners, PVC coated steel litter receptacle.

Also Comes in Recycled plastic!



Plastic Dome Lid
DLMP22-55
24" ID, 10 Lbs \$99.00



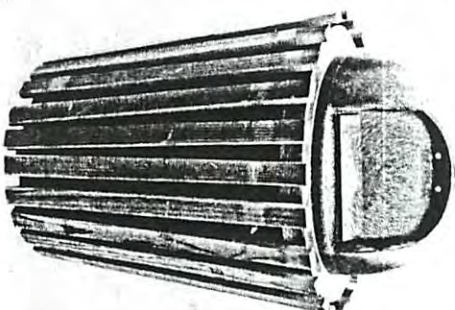
Galvanized Lid
DLG55
23.34" ID, 12 Lbs \$166.00



CP32
11 Lbs
\$29.00



CG32
17 Lbs
\$105.00



Plastic Dome Lid
DLMP20 Bro
20.18" ID, 8 Lbs



Painted Dome Lid
DLP20 (Bro
20.18" ID, 8 Lbs



CP20
7 Lbs
\$26.00

Many different materials are used to make sh receptacles that use commercial garbage

Also Comes in Recycled plastic!

LITTER RECEPTACLES

132 LR Series

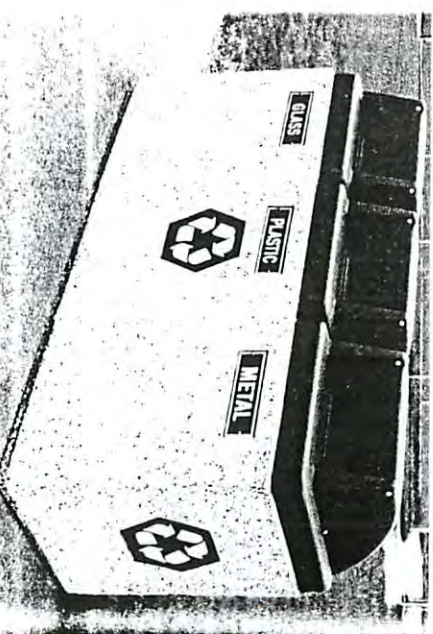
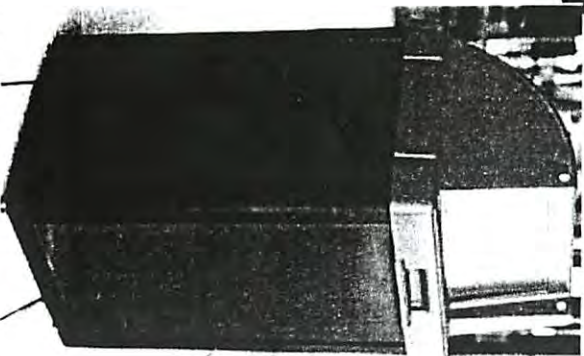
Kay Park's 132 LR series original 32 gallon litter receptacle offers an attractive container for any setting. Slats are 2" x 4" and available in pressure treated yellow pine, or recycled plastic. Unit is shipped with in ground mount. For surface mount add \$25.00 and (SM) to model number. Lids and liners sold separately.

| | | | | |
|----------|-------------------------------|---------|----------|--------------------------|
| 132LR | Frame-only | 36 Lbs | \$91.00 | Recycled Plastic Colors: |
| 132LRSP | w/ southern yellow pine slats | 108 Lbs | \$211.00 | Brown |
| 132LRSPS | w/ recycled plastic slats | 128 Lbs | \$334.00 | Gray |

SLR Series

SLR Series receptacle is for 20 gallon trash cans. The frame consists of 2 steel rings which are supported by 4 full-height 1 1/2" diameter slats that are welded into a solid unit. The steel frame finish is a matt black enamel. Our standard model has a 1 5/8" x 24" long galvanized post for stationary mounting. The slats are attached from the inside give the outside its smooth and neat appearance. Twenty-four slats stained 2" x 2" slats which are treated No. 1 Southern Yellow Pine and liners sold separately.

| | | | |
|-------|-------------------------------|--------|----------|
| SLR | Frame only, no slats | 19 Lbs | \$106.00 |
| SLR21 | w/ southern yellow pine slats | 38 Lbs | \$215.00 |



Plastic Receptacle

This 20" x 20" x 27" receptacle is economical. A 24 gallon liner is included. Receptacle available in Black (shown), Grey, or Brown. Select between two lid styles - push door or drive up chute. Lids available in Black, Red, Grey, Charcoal, Brown, Green, or Blue.

Concrete Recycle Center

This 75" x 25" x 47" recycling center is a great way to promote recycling in public spaces. Three 45 gallon liners included. Signage included. Color shown standard. More color options may be available - please inquire.

| | | | |
|---------|-------------------------------------|--------|----------|
| WT101HP | Plastic recept. w/push top & liner | 48 Lbs | \$251.00 |
| WT101SC | Plastic recept. w/chute top & liner | 61 Lbs | \$325.00 |

| | | | |
|------|---------------------------------|----------|------------|
| W11E | Triple bin recycling receptacle | 2005 Lbs | \$1,877.00 |
|------|---------------------------------|----------|------------|

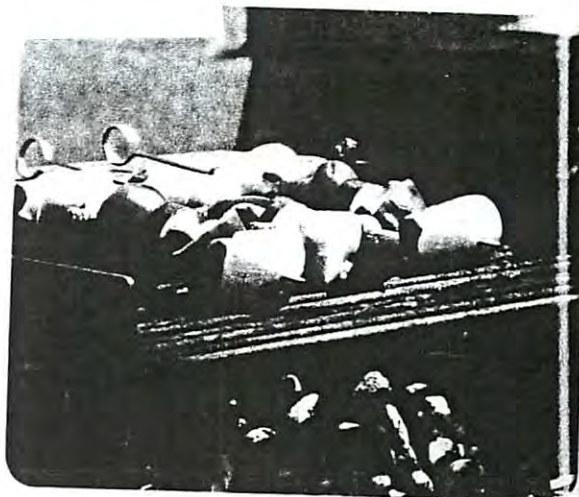


Pride

Grills

Available with an adjustable standard or laser grill plate, PRIDE grills are constructed of low-maintenance steel and offer a 360° swivel for ease-of-use.

Contact us for a full listing of grills.



Grillmaster Single Grills

Perfect for any outdoor setting, the single grill can be mounted in the tightest of spaces.

| Item | Product ID | Dimensions |
|--|------------|-----------------------|
| Single Standard Grill, Flip Top, Ground-Mounted | 7031 | 15w x 11"H x 21"L |
| Single Standard Grill, Ground-Mounted | 7120 | 18"W x 11"H x 25L |
| Single Laser Grill, Hamburger Plate, Surface-Mounted | 7600 | 15w x 11"H x 21"L |
| Single Laser Grill, Surface-Mounted | 720 | 18" w x 11" H x 25L |
| Single Standard ADA Grill, Surface-Mounted | 928 | 21" w x 16" H x 26" L |

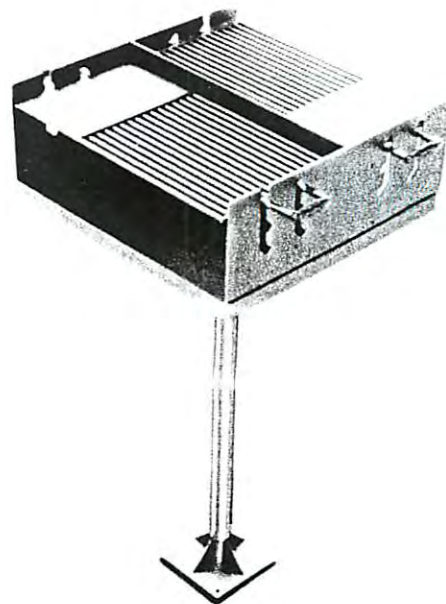
146.600



Grillmaster Double Grills

The double grill provides twice the size and function of a single grill while still using minimal space.

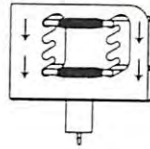
| Item | Product ID | Dimensions |
|--|------------|--------------------|
| Double Standard Grill, Flip Top, Hamburger Plate, Ground-Mounted | 2000 | 32"W x 11"H x 32"L |
| Double Standard Grill, Flip Top, Ground-Mounted | 2100 | 32"W x 11"H x 32"L |
| Double Laser Grill, Flip Top, Hamburger Plate, Surface-Mounted | 2200 | 32"W x 11"H x 32"L |
| Double Laser Grill, Flip Top, Surface-Mounted | 2300 | 32"W x 11"H x 32"L |



Pedestal Grills

Kay Park

Best Seller

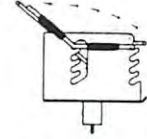
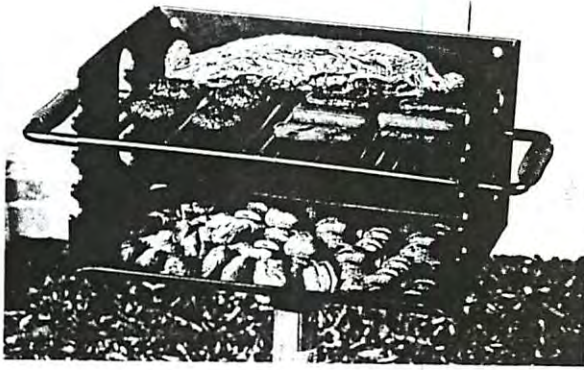


- 300 Sq. Inch Cook Surface 15"x20"
- 1 2" Rods on 1" Centers
- 3 16" Steel Body
- 2 3 8" or 3 1 2" Galvanized Pedestal
- Rotates 360 Degrees
- Optional Utility Shelf
- 4 Position Cook Surface
- Vandal Resistant
- High Heat Paint or Hot Dip Galvanized Finish

| | | | |
|---------|------------------------------|--------|-----------|
| SB16 | Standard (2 3/8") Ped. | 79 Lbs | \$ 139.00 |
| SB16G | Galv. body | 79 Lbs | \$ 176.00 |
| SB1635 | 3 1/2" Ped. | 88 Lbs | \$ 153.00 |
| SB1635G | 3 1/2" Ped. & gal. body | 88 Lbs | \$ 192.00 |
| UT | Optional utility shelf | 10 Lbs | \$ 18.00 |
| UTG | Optional galv. utility shelf | 10 Lbs | \$ 22.00 |



PEDESTAL GRILLS



SF16 Grill

- All the features of the SB16 with the added feature of flip back cook surface.

| | | | |
|---------|------------------------------|--------|-----------|
| SF16 | Standard (2 3/8") Ped. | 79 Lbs | \$ 143.00 |
| SF16G | Galv. body | 79 Lbs | \$ 179.00 |
| SF1635 | 3 1/2" Ped. | 88 Lbs | \$ 155.00 |
| SF1635G | 3 1/2" Ped. & gal. body | 88 Lbs | \$ 195.00 |
| UT | Optional utility shelf | 10 Lbs | \$ 18.00 |
| UTG | Optional galv. utility shelf | 10 Lbs | \$ 22.00 |



NEW!

ADA Pedestal Grill

SB16ADA Wheel Chair Accessible Grill

- 300 Sq Inch Cook Surface 15"x20"
- 1 2" Rods on 1" Centers
- 3 16" Steel Body
- 2 3 8" O.D. Galvanized Pedestal
- Rotates 360 Degrees
- Easy Squirel Cook Surface
- High Heat Paint

| | | | |
|---------|----------------|--------|-----------|
| SB16ADA | Pedestal Grill | 80 Lbs | \$ 154.00 |
|---------|----------------|--------|-----------|



High Quality Grills for every Occasion

Hot Dip Galvanized Body

SB16 and SF16 only are available with hot dip galvanized body. Cooking grate coated with black high heat paint. Please add "G" to model number.

Grill Cover

Gray Vinyl Cover with drawstring closure fits standard pedestal grills.

| | | |
|----------|-------|----------|
| PG COVER | 5 Lbs | \$ 39.00 |
|----------|-------|----------|

Utility Shelf

Utility Shelf - 8" x 20" x 3 16" bolts onto rear. Available for grills above. Model "11" is painted black and model "11G" is galvanized.



Oldcastle Lawn and Garden

500 South Florida Avenue, #240

Lakeland, FL 33801

Office: 800-432-2410

Fax: 863-284-2741

www.myoldcastle.com

October 1, 2014

Mike Lively
Escambia County Parks and Recreation
221 Palafox Place
Pensacola, FL 32502

RE: Certified Playground Mulch

Dear Mike:

Below please find the pricing for the Playground Chips as you had requested. This is an IPEMA certified playground product. This price is based on full bulk truckloads of approximately 90 yards per load, delivered to Escambia County. The fuel surcharge is included in the price. The number of yards per load is determined at time of loading due to weight restrictions. This quote will be honored for 90 days.

Soft Landing Bulk Playground Chips

\$27.00/yard delivered

We at Oldcastle appreciate you giving us the opportunity to be able to provide you with the best quality products and service, and look forward to be doing more business with you. Please let me know if you have any further questions.

Sincerely,

Kathy Izor

Kathy Izor
Oldcastle Lawn & Garden
Account Manager
954-410-3756

kathy.izor@oldcastleapg.com

800-432-2410 – Customer Service

963-284-2741 – Customer Service Fax

OLD CASTLE
\$27.00 yd.

<< QUOTE >>



Zeager Bros., Inc.
 4000 E. Harrisburg Pike
 Middletown, PA 17057-4651
 UNITED STATES
 (717)-944-7481

PAGE 1

QUOTE DATE 10/1/2014
 QUOTE NO 10543

S ESC001
 O ESCAMBIA COUNTY PARKS/REC
 L ATTN: COMPTROLLER
 D 221 PALAFOX PLACE
 T SUITE 140
 O PENSACOLA, FL 32502-5843

S ESC002
 H ESCAMBIA COUNTY FL QUOTE
 I MIKE LIVELY
 P PENSACOLA, FL 32514
 T
 O

TOTAL DUE 2,510.00

Location Id 1GAS

| SLS1 | SLS2 | DUE DATE | DISC DUE DATE | ORDER NO | ORDER DATE | SHIP DATE | SHIP NO |
|------|------|-----------|---------------|----------|------------|-----------|---------|
| HH | | 10/1/2014 | 10/1/2014 | 00042678 | 10/1/2014 | | |

| TERMS DESCRIPTION | CUSTOMER PO NO | SHIP VIA |
|-------------------|----------------|----------|
|-------------------|----------------|----------|

UPON RECEIPT

| ITEM ID | UNITS | ORDERED | SHIPPED | UNIT PRICE | EXTENSION |
|---|-------|----------------------------|---------|------------|-----------|
| Ship To ESCAMBIA COUNTY FL QUOTE | | Contact MIKE LIVELY | | | |
| Address | | Phone | Cell | | |
| PENSACOLA FL 32514 | | Alt Phone | Email | | |
| WCY | CY | 90.0000 | 0.0000 | 19.0000 | 1,710.00 |
| WOODCARPET - CYPRESS | | | | | |
| FRTRK | EA | 1.0000 | 0.0000 | 800.0000 | 800.00 |
| FREIGHT-TRUCK-W/C | | | | | |

Zeager Inc.
27.88 yd.

We appreciate your business.

Installation instructions, maintenance instructions and warranty are available at www.zeager.com.
 Drainage and wear mats as specified by Zeager are required for warranty coverage.

| TAXABLE | NONTAXABLE | FREIGHT | SALES TAX | MISC | TOTAL |
|---------|------------|---------|-----------|------|----------|
| 0.00 | 2,510.00 | 0.00 | 0.00 | 0.00 | 2,510.00 |

**MILLER RECREATION EQUIPMENT &
DESIGN, INC.**
2017 91ST STREET N.W. • BRADENTON, FLORIDA • 34209
PHONE: 941+792-4580 • FAX: 941+794-2909

mrecfla@tampabay.rr.com

Equipment Quotation

Quote Number: 93144013
Quote Date: 10/01/2014
Customer Number
Terms of Sale: Net 30
Customer Class: 1. Parks & Rec

Shipping Method: Commercial
Freight Terms: Prepaid
Approximate Ship Date: ASAP
Cust PO Num:

Prepared For: ESCAMBIA COUNTY PARKS & RECRE
1651 EAST NINE MILE ROAD
PENSACOLA, FL 32514

Location: ESCAMBIA COUNTY PARKS & RECRE
10370 ASHTON BROSNAHAM ROAD
PENSACOLA, FL 32514

michael_lively@co.escambia.fl.us

Payment/Accounting Contact: MICHAEL LIVELY (850) 554-2799
(850) 475-5224

Shipping/Delivery Contact: MICHAEL LIVELY (850) 554-2799

| Quantity | Item Number | Description | Price Each | Price Total |
|----------|-------------|-------------|-------------------------|-------------|
| 90 | FIBAR | CY OF FIBAR | \$38.40 | \$3,456.00 |
| | | | Equipment Total: | \$3,456.00 |
| | | | Freight: | \$1,823.00 |
| | | | Discount: | \$1,549.00 |
| | | | SubTotal: | \$3,730.00 |
| | | | Grand Total: | \$3,730.00 |

*Miller Rec
\$ 41.44 x 90.*

Notes:
PRICE DOES NOT INCLUDE INSTALLATION.

I hereby authorize Miracle Recreation Equipment Company to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the Miracle truck. Payment terms are Net-30 days from invoice date with approved credit. Non-taxable customers will provide proper tax exemption certificate to Miracle Recreation. Purchase orders and payments should be made payable to the order of Miracle Recreation Equipment Company.

Accepted By

Printed Name

Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6915

County Administrator's Report 10. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Authorize Purchase of Three El Dorado EZ Rider II Transit Buses

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Three EIDorado EZ Rider II Transit Buses - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the purchase of three EIDorado EZ Rider II Transit Buses, to replace two 1999 Gillig Buses and one 1998 Gillig Bus, that have exceeded their useful lives and need to be replaced as part of the Escambia County Area Transit (ECAT) Capital Replacement Plan:

A. Approve the purchase of three EIDorado EZ Rider II Transit Buses, per the Contract provided; and

B. Authorize the issuance of a Purchase Order to Florida Transportation Systems, Inc., in the amount of \$948,321.

[Funding: Fund 320, Federal Transit Administration Capital Projects Fund, Cost Center 340424, Object Code 56401]

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects.

Meeting in regular session on April 29, 2014, in a public hearing, the BCC approved Escambia County Area Transit (ECAT) to receive grant funds for the 2014 FTA Grant # FL90-X848-00.

On September 4, 2014, the BCC approved Supplemental Budget Amendment #261 - 2014 FTA Grant FL90-X848-00, recognizing funds to be used for capital and operations as follows:

3- Replacement 30' Buses
1 - Replacement Bus >30'
5 - Bus Shelters
Bus Security Equipment

The project budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this grant application included the purchase of three EIDorado buses at the cost of \$960,000. The actual purchase request for the three EIDorado buses is \$948,321.

Acquisition of these vehicles shall be according to the attached State Contract. FDOT provides transportation providers with the Transit Research Inspection Procurement Services (TRIPS) program so that public and private nonprofit transportation agencies can procure well-equipped, well-built transit vehicles at a reduced cost by means of centrally administered statewide contracts for vehicle procurement. The program ensures that vehicle procurements adhere to and are consistent with all applicable federal, state, and FDOT guidelines, requirements, industry standards, and certifications, as well as the Federal Transit Administration's (FTA) Best Practices Procurement Manual. The vehicle manufacturer's compliance with technical specifications is continually monitored by contracted line inspectors at each vehicle production site and at an FDOT vehicle inspection facility located in Tallahassee, Florida. With the volume of vehicles purchased through contracts established by TRIPS, transit agencies can take advantage of longer warranty periods, extended service after the sale, and training opportunities offered by both the vehicle dealers and component manufacturers, the TRIPS program is administered by the Center for Urban Transportation Research(CUTR) under an agreement with FDOT. The awarded grant was submitted for replacement of transit buses and it is imperative that the grant money be used for bus replacement due to the extreme aging of the existing fleet.

The need for the replacement of the three Gillig buses is justified in the capital replacement plan for ECAT (see attached items highlighted in red on Vehicle List). These buses have exceeded the useful life of 350,000 miles or ten years in age as defined by the FTA. New buses were selected for this purchase in order to obtain the warranties that are provided with new vehicle purchases. Compressed Natural Gas (CNG) was not an option on this purchase in order to obtain the warranties that are provided with new vehicle purchases.

Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Electronic Award and Management (TEAM) System. Escambia County staff has filed the required FY14 Certifications and Assurances electronically with the FTA.

This purchase was not advertised on the website for 30 days because there are no local vendors. Allowing the purchase of the buses on the current contract will provide a savings of approximately \$20,000 per bus. The current contract expires on 9/30/14 but an extension has been given for this particular purchase.

BUDGETARY IMPACT:

The FY 13/14 Capital Grant Application has been included in the approved FY 2014 County Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The required FY14 Certifications and Assurances have been filed electronically with the FTA.

PERSONNEL:

There is no impact to existing personnel staffing.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordering Contract

ECAT Vehicle Replacement List

042914 BCC Mins

090414 BCC MINS



**FLORIDA
TRANSPORTATION
SYSTEMS, INC.**

7703 Industrial Lane
Tampa, Florida 33637-6738

813.980.0174
800.282.8617
fax: 813.347.9822

www.FTS4Buses.com

Escambia Area Transit
Herold Humphrey
General Manager
1515 West Fairfield Drive
Pensacola, FL 32501

Mr. Humphrey:

Thank you for your interest in Florida Transportation Systems and EIDorado National. FTS is the authorized Dealer for the State of Florida for EIDorado National Transit Buses, Goshen Coach, Blue Bird Buses, and Braun Wheelchair Accessible Vans. We offer support unmatched by any other commercial bus dealer in the State:

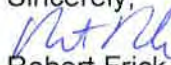
- 2 Full Service Locations Tampa and Pompano Beach
- 12 Full Time Technicians
- 3 Full Time Parts Personnel
- Full Time Warranty Administrator to Coordinate Warranty repairs with your shop or local vendor
- Available Mobile Warranty & Service
- Warranty Dealer for ACC, Braun, Ricon, Carrier, TransAir and many other brands

Attached please find information on the EIDorado National EZ Rider II 32' Low Floor Heavy Duty Transit Bus. This bus is available on the State of Florida Contract # TRIPS-09-MD-FTS. Through this Contract, agencies may place an order directly with FTS. When buses are finished with production they are shipped to the FDOT's Inspection Station in Tallahassee for a post-delivery inspection prior to final delivery to the end user.

The EZ Rider II incorporates leading edge BRT design for a visually appealing bus. Its 100% welded monocoque body, superior metal preparation and corrosion protection combined with components from Cummins, Thermo King, Lift-U, Allison or Voith Transmission, I/O Controls, and other industry leaders provide for a strong, safe, and efficient bus for your operation.

A FDOT Order packet priced to your specifications for three buses is attached. Currently, delivery for three buses to your specifications for a September order is approximately 26 weeks A.R.O.

Thank you again for your consideration of Florida Transportation Systems and the EIDorado National EZ Rider II. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Robert Frick



EIDORADO

School & Commercial Buses & Other Quality Transportation Products

FLORIDA TRANSPORTATION SYSTEMS, INC.
REPRESENTING ELDORADO NATIONAL BUS



ORDER PACKET

Contract #TRIPS-09-MD-FTS

MEDIUM DUTY BUS

CONTRACT # TRIPS-09-MD-FTS

ORDER PACKET FOR
31' ELDORADO NATIONAL MEDIUM DUTY BUSES
WITH 34,000 # GVWR
FLORIDA TRANSPORTATION SYSTEMS, INC.

General Information

The Transit Research Inspection Procurement Services (TRIPS) issued Proposal #TRIPS-09-MD-RFP to establish a series of state contracts for the purchase of Medium Duty Bus Type Vehicles. Through this process two contracts were awarded to two different vendors each representing a different vehicle manufacturer.

This Order Packet is for Contract #TRIPS-09-MD-FTS, which was awarded to Florida Transportation Systems, Inc. in March, 2009 to provide Eldorado National Medium Duty Type Vehicles in lengths of approximately 31 feet.

This Order Packet contains the necessary instructions and forms for agencies to place an order with Florida Transportation Systems, Inc. to purchase these vehicles. This information can also be found at the TRIPS website – <http://www.tripsflorida.org>. This Order Packet also provides guidance and clarity on the relationships between the seller, the buyer, and Florida DOT's TRIPS.

The complete Contract #TRIPS-09-MD-FTS is accessible from the TRIPS website and contains the following sections:

- Part 1 - General Requirements and Conditions, and Contractual Provisions (Including copies of all U.S. DOT Federal Transit Administration certifications)
- Part 2 - Technical Specifications
- Part 3 - Options
- Part 4 - Quality Assurance Provisions
- Part 5 - Warranty Provisions
- Part 6 - Paint Schemes.

For further information on the TRIPS and Contract #TRIPS-09-MD-FTS, please contact either Edward Bart (813-974-6693) or Cindy Wooten (813-974-9771) at the University of South Florida Center for Urban Transportation Research (CUTR).

Vendor Information

To place an order for a vehicle under Contract #TRIPS-09-MD-FTS, contact Robert Frick at Florida Transportation Systems, Inc.:

- **Address:** Florida Transportation Systems, Inc.
7703 Industrial Lane
Tampa, Florida 33637
- **Telephone #:** (800) 282-8617
- **Fax #:** ~~(813) 864-0710~~ 813-347-9822
- **Email:** rfrick@fts4buses.com
- **Contact Person:** Robert Frick, Sales Manager

Ordering, Delivery, and Payment

Procedures contained in this section will be used by agencies and vendors to provide guidance in the ordering of and payment for vehicles. Agencies should understand that each order placed with and acknowledged by Florida Transportation Systems, Inc. constitutes a contract between the purchaser and Florida Transportation Systems, Inc. only. The contract implies no duties or responsibilities by the University of South Florida, Center for Urban Transportation Research, or the Florida Department of Transportation. The terms and conditions of the said contract are to be administered and enforced by and between the purchaser and vendor. All parties are advised to fully review the full contract document available on the TRIPS website. Contract #TRIPS-09-MD-FTS will be the governing document.

Ordering Instructions

Agencies must utilize the order forms in this Order Packet to place their orders. Agencies are encouraged to contact and work closely with Florida Transportation Systems, Inc. in finalizing their orders, to fully understand the options available, to select the floor plans and seating selections, the paint schemes, and any special options or conditions that may impact the final order and purchase price. Please submit a separate order form for each vehicle ordered.

Contract #TRIPS-09-MD-FTS is to provide Eldorado National Medium Duty Buses in 31 feet length on a 34,000 lb. chassis. Among the standard components of this vehicle are:

- Cummins ISB-07, 6.7L engine
- Allison B300R five (5) speed automatic transmission
- Multiple floor layouts and seating options
- REI Public address system
- Standard paint scheme

Most agencies already have an idea on the type and number of seats and wheelchair positions needed to meet their floor plan requirements. A wide variety of floor plans are available. Agencies should work closely with Florida Transportation Systems, Inc. to develop and finalize their floor layout plans. Based upon this consultation, Florida Transportation Systems, Inc. will develop a proposed floor plan based on the Agency's needs and fax a copy of the plan to the Agency for verification and approval.

The Order Packet also includes illustrations of the basic vehicle paint schemes and the description of the available options to assist the Agency in completing your orders.

Included in this Order Packet are the following forms and information:

- Order Form that provides:
 - Base vehicle prices
 - Unit seating and wheelchair station prices
 - Paint scheme options and prices
 - Individual option and prices
 - Sample choice forms
- Sample Order Form – providing an example as how to complete the order form
- Description of Options
- Available Paint Schemes

Please submit a separate order form for each vehicle ordered. After determining the length of bus, floor plan, paint scheme and desired individual options, to complete the order form place the number of items in the corresponding quantity column. Multiply the dollar figure in the cost column by the number of items in the quantity column to calculate a total cost for that item. Enter that amount in the total cost column. Add the total cost column amounts together to arrive at the grand total for the vehicle. The grand total will be the figure used on the Agency's purchase order.

Unless your vehicle is funded in part by the FTA Section 5310 grant program, the Agency deals directly with Florida Transportation Systems, Inc.

Once the details of the order are finalized, an Agency Purchase Order must accompany all orders placed with Florida Transportation Systems, Inc. for those vehicles funded outside the FTA Section 5310 grant program.

For all vehicles funded through the FTA Section 5310 grant program, a copy of the

completed order form and either an Agency purchase order or a check for the Agency's portion payable to Florida Transportation Systems, Inc. must be mailed or faxed to the CUTR Section 5310

Program Coordinator:

Ms. Cindy Wooten
CUTR Section 5310 Program Coordinator
USF-CUTR
4202 E. Fowler Avenue – CUT100
Tampa, Florida 33620
Telephone: (813) 974-9771
Fax: (813) 396-9345

The CUTR Section 5310 Program Coordinator will verify the order accuracy, complete the request for the FDOT share, and forward the request to Tallahassee for the FDOT purchase order. When the FDOT purchase order number is assigned, the CUTR Section 5310 Program Coordinator will place the order with Florida Transportation Systems, Inc. and notify the Agency of the status.

Florida Transportation Systems, Inc. will provide written confirmation to the Agency and/or CUTR of the receipt of the order within seventy-two (72) hours of receiving the order with purchase order. At a minimum, the acknowledgement of the order will contain:

- The agency's P.O. number
- Date order was received
- Date order was placed with the manufacturer
- The production / Vin number when available
- Estimated delivery date (when available)

Delivery

Completed units must be delivered to Agency within one hundred and eighty (180) days from receipt of chassis or purchase order, whichever occurs last.

In the event of delay in completion of the delivery of vehicles beyond the date specified in the contract, in addition to any granted extensions agreed to in writing by the Agency, the Agency may assess as liquidated damages, twenty five dollars (\$25.00) per calendar day per vehicle.

Each vehicle purchased through the TRIPS shall be routed to the FDOT's Springhill Inspection Facility, located in Tallahassee, Florida, for an inspection prior to delivery to Florida Transportation Systems.

Florida Transportation Systems, Inc. should see that all noted write-ups are corrected prior to final delivery to the procuring agency. This inspection by the TRIPS is not represented as being "all inclusive" and in no way relieves the dealer from the required Pre-Delivery Inspection (PDI).

Prior to the vehicle(s) being delivered, Florida Transportation Systems, Inc. must perform a PDI. Upon completion of a PDI, Florida Transportation Systems, Inc. will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchasing Agency and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time.

The vehicle shall be delivered with all Contractor/manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

- Manufacturer's Certificate of Origin
- Application for Certificate of Title
- Bill of Sale
- Warranty Papers (forms, policy, procedures)
- Maintenance Schedule
- Operators' manual
- Invoice (To include contract number, P.O. number, VIN#, and agency name)

Final Acceptance

Delivery of the vehicle(s) by Florida Transportation Systems, Inc. does not constitute acceptance by the Agency. The vehicle will be considered "accepted" upon passing the inspection and issuance of an acceptance letter by the Agency.

The terms of the contract state that an Agency has ten (10) calendar days after receiving the vehicle(s) to perform the Post Delivery Inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Florida Transportation Systems, Inc. and the Florida DOT District Office contact. The "Letter of Rejection" will state and describe the areas to be found in noncompliance with the bid specifications, incompleteness, or any defective or damaged parts.

A vehicle should be rejected if any items are missing, defective, altered, incorrect, or incomplete. In the event a vehicle(s) is delivered incomplete or contains any defective or damaged parts, the said parts will be removed and replaced by Florida Transportation Systems, Inc. New parts will be furnished and installed by Florida Transportation Systems, Inc. at no cost to the Agency. If there is work involved, warranty or otherwise, to repair or place the vehicle(s) in proper complete condition, such repairs will be made

by an approved firm in accordance to the warranty provisions of the contract.

Placing the vehicle(s) in revenue service will automatically constitute "acceptance". In such circumstances, a "Letter of Acceptance" should still be sent to Florida Transportation Systems, Inc.

Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

Payment

For vehicle purchased without funding from the FTA Section 5310 grant program, the Agency should complete all necessary paperwork and submit its request to process the Agency purchase order payment within five (5) days after the delivery and/or acceptance of the vehicle.

For all vehicles funded through the FTA Section 5310 grant program, the Agency should approve and process its purchase order to allow a check for the Agency amount to be sent to Florida Transportation Systems, Inc. for its share of the vehicle. If, instead of a purchase order, a check was provided at the order request time, forward all invoices to the CUTR Section 5310 Program Coordinator along with the acceptance letter.

Upon receipt of the Agency's portion of the vehicle, Florida Transportation Systems, Inc. will contact the CUTR Section 5310 Program Coordinator with a request to process the FDOT purchase order payment approval.

The total purchase price should be paid in full within sixty (60) days after acceptance of each vehicle. Agencies should note that failure to meet the net 60-day payment terms could result in the assessment of interest and other penalties. Terms are those shown in Price Proposal Form F of the contract document. A 2% monthly service charge will be added to all past due accounts.

EXHIBIT B

ORDER FORM

ORDER FORM-PAGE 1
TRIPS-09-MD-FTS
(31' Medium Duty Type Vehicles)
Florida Transportation Systems, Inc.

AGENCY NAME: Escambia County - ECAT DATE: _____

PURCHASE ORDER NUMBER: _____

CONTACT PERSON: _____

December 2012

(NAME AND TELEPHONE NUMBER)

| Item | Unit Cost | Quantity | Total Cost |
|--|------------|----------|------------|
| Base Vehicle Type | | | |
| Eldorado National E-Z Rider II 31' 9" Length (34,000 lb) | \$ 271,937 | 1 | 271,937 |
| Center passenger doorway (<i>single front door standard</i>) | \$ 4,423 | 1 | 4,423 |
| Alternative body styling (BRT exterior appearance package upgrade) | \$ 13,100 | | |
| Cummins ISL-2010 8.7L 280HP Heavy Duty Engine + B400R Trans. | \$ 34,794 | | |
| BRT Front Cap Only | \$ 5,900 | 1 | 5,900 |
| Transmission options | | | |
| Alternative Drive train-Hybrid Drive Train System Allison-EP40 | \$209,500 | | |
| Allison B400R Transmission (<i>included in</i> | \$4,316 | | |
| Voith 864.5E Transmission | \$275 | 1 | 275 |
| ZF-6HP504C Transmission | \$583 | | |
| | | | |
| Paint Scheme options | | | |
| Paint scheme 1 | Standard | | |
| Paint scheme 2 | \$ 1,500 | | |
| Paint scheme 3 | \$ 1,800 | | |
| | | | |
| Driver Seat options | | | |
| USSC Model 9100ALX | \$623.00 | | |
| USSC Model 9100ALX 3 Point Belt | \$821.00 | 1 | 821 |
| | | | |
| SUB-TOTAL PAGE ONE | - | - | 283,356 |

ORDER FORM-PAGE 2
TRIPS-09-MD-FTS
(31' Medium Duty Type Vehicles)
Florida Transportation Systems, Inc.

December 2012

| Item | Unit Cost | Quantity | Total Cost |
|--|-----------|----------|------------|
| Securement System options | | | |
| American ARM System (2 positions) | \$3,300 | | |
| Q-Straint QRT Max L Track (2 positions) | \$1,322 | 1 | 1,322 |
| Sure-Lok Titan System W/ Solo Floor Pods (2 positions) | \$1,322 | | |
| Additional Seat Belt Extensions (2 standard) | \$22 | | |
| Wheelchair Ramp options (Front or Center Door) | | | |
| Lift U Ramp (LU-11) | \$8,060 | 1 | 8,060 |
| Braun Ramp (RA400) | \$5,450 | | |
| Seating options | | | |
| Freedman Seating- Citi-Seats AV Inserts | | | |
| Standard seat (per person) | \$ 308 | 17 | 5,236 |
| Flip-Type seat (per person) | \$ 378 | 12 | 4,536 |
| Fold-Away seat (per person) | \$ 637 | | |
| American Seating-6468 VR50 Inserts | | | |
| Standard seat (per person) | \$ 315 | | |
| Flip-Type seat (per person) | \$ 420 | | |
| Fold-Away seat (per person) | \$ 762 | | |
| Destination Sign options | | | |
| Transign Curtain Roller Type Destination Signs (front,side) | \$1,683 | | |
| Twin Vision Elyse Electronic Destination Signs (front,side,rear) | \$7,567 | 1 | 7,567 |
| SUB-TOTAL PAGE TWO | | | |
| | - | - | 26,721 |

ORDER FORM-PAGE 3
TRIPS-09-MD-FTS
(31' Medium Duty Type Vehicles)
Florida Transportation Systems, Inc.

December 2012

| Item | Unit Cost | Quantity | Total Cost |
|---|------------|----------|------------|
| Fire Suppression System (Mandatory) | | | |
| Amerex Fire Suppression System (Amerex V-25 System) | \$3,500 | 1 | 3,500 |
| JoMarr Fire Suppression System (JoMarr VTS-12) | \$4,312 | | |
| | | | |
| Wheel options | | | |
| Brushed Aluminum Wheels | \$2,950.00 | | |
| Polished Aluminum Wheels | \$3,350.00 | | |
| | | | |
| Bike Rack options | | | |
| Two (2) position bike rack with tell-tale notification | \$ 1,534 | 1 | 1,534 |
| Three (3) position bike rack with tell-tale notification | \$ 2,178 | | |
| | | | |
| Other Equipment Options | | | |
| Emco-Wheaton Dry Break Fuel System | \$ 750.00 | | |
| Engine Coolant Filter | \$ 134.00 | | |
| 90 Gallon Fuel Tank | \$156.00 | 1 | 156 |
| Keyed Alike Ignitions | \$80.00 | | |
| Block/Run Number Box | \$311.00 | | |
| AM/FM/CD Stereo MP3 Player | \$550.00 | | |
| Rear Backing Camera System | \$800.00 | | |
| Drivers Fan | \$49.00 | | |
| Public Address System | Standard | | |
| Microphone Cable 10 Feet Extension (includes a spare hand held micro phone with cord extension, jack, clip) | \$104.00 | | |
| Hub Meter | \$130.00 | | |
| | | | |
| SUB-TOTAL PAGE THREE | - | - | 5,190 |

ORDER FORM-PAGE 4
TRIPS-09-MD-FTS
(31' Medium Duty Type Vehicles)
Florida Transportation Systems, Inc.

December 2012

| Item | Unit Cost | Quantity | Total Cost |
|---|------------|----------|------------|
| Altro Flooring | \$840.00 | 1 | 840 |
| 247 (4) Camera Surveillance System added to the data recorder | \$2,457.00 | | |
| Add (1) Camera to Surveillance System | \$377.00 | | |
| Teleflex Morse adjustable brake and accelerator pedal | \$1,190.00 | | |
| | | | |
| Special Tools and Spare Parts | | | |
| Differential center section (drop-in unit only) | \$ 4,905 | | |
| A/C compressor, complete with clutch assembly | \$ 4,985 | | |
| Engine Door | \$ 516 | | |
| Heater core | \$ 109 | | |
| Set of wiper motors | \$ 90 | | |
| Set of windshields | \$ 558 | | |
| Set of type window glazing | \$ 3,200 | | |
| Complete set of skirt panels | \$ 1,628 | | |
| Spare Power Pack 2010 ISB 280HP + B400R Trans | \$ 49,932 | | |
| Spare Engine | \$ 33,601 | | |
| Spare Transmission | \$ 15,458 | | |
| Destination Sign package (Including: front, side(s), and rear | \$ 7,567 | | |
| Set of Entrance Doors | \$ 4,867 | | |
| Door Motor | \$ 1,850 | | |
| Left Rear corner panel | \$ 295 | | |
| Right Rear corner panel | \$ 295 | | |
| Rear Bumper | \$ 1,119 | | |
| | | | |
| SUB-TOTAL PAGE FOUR | - | - | 840 |

ORDER FORM-PAGE 5
TRIPS-09-MD-FTS
(31' Medium Duty Type Vehicles)
Florida Transportation Systems, Inc.

December 2012

| Item | Unit Cost | Quantity | Total Cost |
|--|-----------|----------|------------|
| Front cap excluding windshield | \$ 1,172 | | |
| Set of Access door(s) and exterior door(s) | \$ 1,117 | | |
| Set of Diagnostic tools* | \$ 6,687 | | |
| * Includes diagnostic tools for: engine, transmission, Multiplex, ABS and Thermo-King HVAC system. Also includes one (1) laptop computer and one (1) DPA4 USB package connector. | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| SUB-TOTAL PAGE FIVE | - | - | 0 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| SUB-TOTAL PAGE FIVE | - | - | 0 |
| SUB-TOTAL PAGE FOUR | - | - | 840 |
| SUB-TOTAL PAGE THREE | - | - | 5,190 |
| SUB-TOTAL PAGE TWO | - | - | 26,721 |
| SUB-TOTAL PAGE ONE | - | - | 283,356 |
| | | | |
| GRAND TOTAL (SUM OF SUB-TOTALS 1 THROUGH 5) | - | - | 316,107 |
| | | | |
| Total Price, Three (3) Units | | | 948,321 |

CHOICES FORM-PAGE 1
TRIPS-09-MD-FTS
(31' Medium Duty Bus Type Vehicles)
Florida Transportation Systems, Inc.

SEATING AND FLOORING CHOICES

Seating Colors: (circle one) blue beige *TBD @ preconstruction*
Flooring Colors: (circle one) gray blue tan black *TBD @ preconstruction*
Paint Scheme: (circle one) #1 #2 #3

Agencies will select two (2) colors for the background and stripe when orders are placed. If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed, they may make separate arrangements with Florida Transportation Systems, Inc. to provide these services. Base price reflects white base coat with reflective stripe.

SECUREMENT DEVICE CHOICES

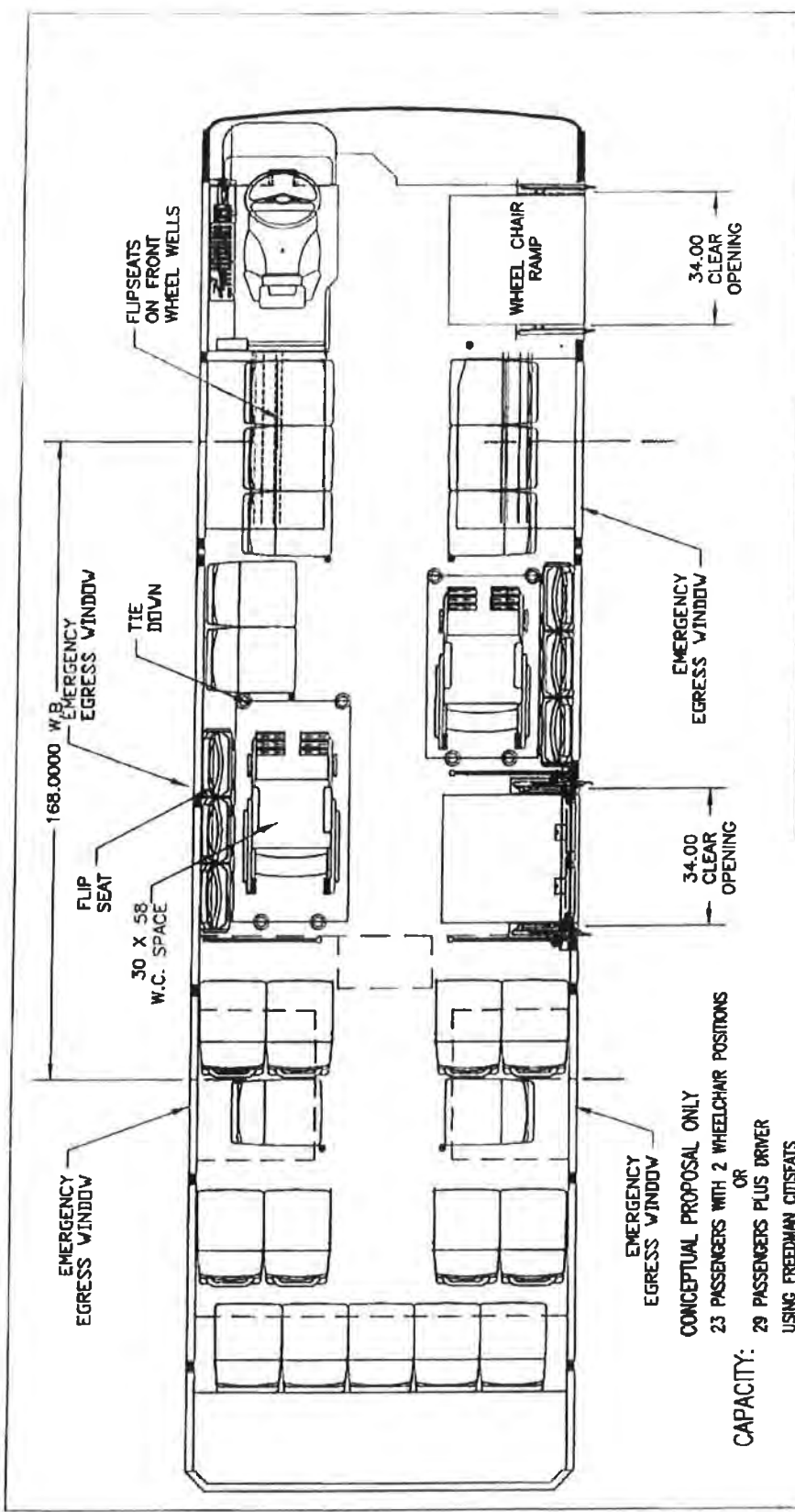
W/C securement (circle one) Sure-Lok Q'Straint American A.R.M.

RAMP CHOICES

Ramp (circle one) Lift-U Braun

FIRE SUPPRESSION SYSTEM

Suppression System (circle one) JoMar Amerex



CONCEPTUAL PROPOSAL ONLY
 23 PASSENGERS WITH 2 WHEELCHAIR POSITIONS
 OR
 29 PASSENGERS PLUS DRIVER
 USING FREEDMAN CITISEATS

FOR USE WITH
 ISB DIESEL ENGINE
 OR
 ISL GAS ENGINE
 ONLY

THIS DRAWING IN DESIGN & DETAIL IS THE PROPERTY OF ELDORADO NATIONAL & MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR WORK. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.

| REV | DATE | BY | APP'D | SCALE | SIZE | DESCRIPTION | SHEET |
|---|---------|-------|-------|---|------|--|-------|
| 1 | | | | 1/24 | B | | |
| 2 | 1/16/11 | LOREN | | | | | |
| PREP'D BY: LOREN L. 1/16/11 CHECKED: [blank] DATE: [blank] APPROVED: [blank] | | | | TITLE: FLOOR PLAN MODEL: E2 - RDER II - 168" W.B. MAX ETR-11MAX | | COMPANY: Eldorado National - California A THOR Company 17000 Harbor Blvd., Ste 200 Newport, CA 95058 Phone (949) 911-3037 | |
| SHOP TEL: 9490099-180-184 | | | | MODEL: ETR-11MAX | | SHEET: 1 OF 1 | |

| LOCATION | MFG YR | MAKE | Model | VIN. # | Type | Lic. # | Lic. State | Passenger Capacity | Fleet # |
|----------|--------|--------------|----------------|--------------------|------|---------|------------|--------------------|---------|
| ECAT | 2002 | Supreme | Trolley | 4UZAUBV12CK13909 | | 207853 | FL | 32 | 105 |
| ECAT | 2002 | Supreme | Trolley | 4UZAUBVX2CK13911 | | 207855 | FL | 32 | 106 |
| ECAT | 2002 | Supreme | Trolley | 4UZAUBV82CK13910 | | 207854 | FL | 32 | 107 |
| ECAT | 1996 | Freightliner | Trolley | 4UZABFAD1TC74960 | | 151669 | FL | 24 | 1967 |
| ECAT | 1996 | Freightliner | Trolley | 4UZABFAD1TC742961 | | 151670 | FL | 24 | 1968 |
| ECAT | 1996 | Freightliner | Trolley | 4UZZ69M2XT2308013 | | 72723 | FL | 22 | 2003 |
| ECAT | 1996 | Freightliner | Trolley | 4UZZ69M2XT2308318 | | 72724 | FL | 22 | 2004 |
| ECAT | 1996 | Gillig | 30/96TBM11 | 15GCA2113T1087428 | | 72702 | FL | 29 (6) | 9613 |
| ECAT | 1996 | Gillig | 30/96TBM11 | 15GCA2115T1087429 | | 151671 | FL | 29 | 9614 |
| ECAT | 1996 | Gillig | 30/96TBM11 | 15GCA2111T1087430 | | 72703 | FL | 29 (7) | 9615 |
| ECAT | 1996 | Gillig | 30/96TBM11 | 15GCA2113T1087431 | | 151672 | FL | 29 | 9616 |
| ECAT | 1996 | Gillig | 30/96TBM11 | 15GCA2115T1087432 | | 72701 | FL | 29 (4) | 9617 |
| ECAT | 1996 | Gillig | 30/96TBM11 | 15GCA2110T1087113 | | 151674 | FL | 29 (5) | 9618 |
| ECAT | 1996 | Gillig | 30/96TBM11 | 15GCA2112T1087114 | | 72704 | FL | 29 (1) | 9619 |
| ECAT | 1996 | Gillig | 30/96TBM11 | 15GCA2114T1087115 | | 151673 | FL | 29 (2) | 9620 |
| ECAT | 1998 | Gillig | M11-T30-96 | 15GCA211W1088846 | | 46396 | FL | 29 | 9823 |
| ECAT | 1998 | Gillig | M11-T30-96 | 15GCA2110W1088847 | | 126226 | FL | 29 | 9824 |
| ECAT | 1998 | Gillig | M11-T30-96 | 15GCA2112W1088848 | | 126227 | FL | 29 | 9825 |
| ECAT | 1999 | Gillig | PHANTOM | 15GCB2112X1089299 | | V485972 | FL | 35 | 9926 |
| ECAT | 1999 | Gillig | PHANTOM | 15GCB2115X1089300 | | V485971 | FL | 35 | 9927 |
| ECAT | 1999 | Gillig | PHANTOM | 15GCB2117X1089301 | | V485974 | FL | 35 | 9928 |
| ECAT | 1999 | Gillig | PHANTOM | 15GCB2119X1089302 | | V485973 | FL | 35 (3) | 9929 |
| ECAT | 2006 | Gillig | G29E102R2 | 15GGE291161090830 | | TA0402 | FL | 28 | 0631 |
| ECAT | 2006 | Gillig | G29E102R2 | 15GGE291361090831 | | TA0403 | FL | 28 | 0632 |
| ECAT | 2006 | Gillig | G29E102R2 | 15GGE291561090832 | | TA0404 | FL | 28 | 0633 |
| ECAT | 2006 | Gillig | G29E102R2 | 15GGE291761090833 | | TA0405 | FL | 28 | 0634 |
| ECAT | 2006 | Gillig | G29E102R2 | 15GGE291961090834 | | TA0408 | FL | 28 | 0635 |
| ECAT | 2006 | Gillig | G29E102R2 | 15GGE291061090835 | | TA0409 | FL | 28 | 0636 |
| ECAT | 2007 | Gillig | G29E102R2 | 15GGE291171091282 | | TA4420 | FL | 28 | 0737 |
| ECAT | 2007 | Gillig | G29E102R2 | 15GGE291371091283 | | TA4421 | FL | 28 | 0738 |
| ECAT | 2007 | Gillig | G29E102R2 | 15GGE291571091284 | | TA4428 | FL | 28 | 0739 |
| ECAT | 2007 | Gillig | G29E102R2 | 15GGE291771091285 | | TA4429 | FL | 28 | 0740 |
| ECAT | 2007 | Gillig | G29E102R2 | 15GGE291071091287 | | TA4434 | FL | 28 | 0742 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092080 | | 161563 | FL | 28 | 1043 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092081 | | 214390 | FL | 28 | 1044 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092082 | | 164300 | FL | 28 | 1045 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092083 | | 160297 | FL | 28 | 1046 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092084 | | 164294 | FL | 28 | 1047 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092085 | | 164299 | FL | 28 | 1048 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092086 | | 164298 | FL | 28 | 1049 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092087 | | 164297 | FL | 28 | 1050 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092088 | | 164290 | FL | 28 | 1051 |
| ECAT | 2010 | Gillig | G27E102N2 | 15GGE2710A1092089 | | TA4433 | FL | 28 | 1052 |
| ECAT | 2014 | EiDorado | BRT | 1N9MNAC63EC084264 | | TA9962 | FL | 29 | 1453 |
| ECAT | 2014 | EiDorado | BRT | 1N9MNAC63EC084265 | | TA9960 | FL | 29 | 1454 |
| ECAT | 2014 | EiDorado | BRT | 1N9MNAC63EC084266 | | TA9961 | FL | 29 | 1455 |
| ECAT | 2009 | GMC | C4500 | 1GBE4V1929F413105 | | 158493 | FL | 18 | 1001 |
| ECAT | 2009 | GMC | C4500 | 1GBE4V1959F413096 | | 158494 | FL | 18 | 1002 |
| ECAT | 2010 | Chevrolet | C5500 | 1GBG5U1998F414766 | | 203819 | FL | | 1003 |
| ECAT | 2001 | Ford | F250 | 1FDNF20F31ED78916 | | 196081 | FL | 3 | UNIT 16 |
| ECAT | 2004 | Ford | F150 | 1F1TPX12564NC07770 | | 222022 | FL | 5 | UNIT 3 |
| ECAT | 1993 | Ford | F450 S/D | 2FDLF47MOPCB38583 | | 136204 | FL | 3 | UNIT 6 |
| ECAT | 2000 | Chevrolet | Silverado 1500 | 2GCEC19V3Y1360767 | | 192140 | FL | 5 | UNIT 1 |
| ECAT | 2002 | Ford | F150 | 1F1TRX17L52KD70151 | | 207802 | FL | 3 | UNIT 17 |
| ECAT | 2006 | Ford | Freestar | 2FMZA51696BA63797 | | 236789 | FL | 9 | UNIT 18 |
| ECAT | 2006 | Chevrolet | Malibu | 1G1ZS518X6F277594 | | 240114 | FL | 5 | UNIT 19 |
| ECAT | 2006 | Chevrolet | Malibu | 1G1ZS51896F262035 | | 240113 | FL | 5 | UNIT 20 |
| ECAT | 2013 | Dodge | Grand Caravan | 2C4RDGBG2DR703674 | | 196094 | FL | 7 | 31 |
| ECAT | 2013 | Dodge | Grand Caravan | 2C4RDGBG4DR703675 | | | FL | 7 | 32 |
| ECAT | 2012 | VPG | MV-1 | 523MF1B63CM101211 | | TB8579 | FL | 4 + 2 Wheelchairs | 33S |
| ECAT | 2012 | VPG | MV-1 | 523MF1B65CM101422 | | TB8578 | FL | 4 + 2 Wheelchairs | 34S |

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

9. 5:31 p.m. Public Hearing ▶

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Valentino abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), approving to table, for 90 days, the Public Hearing for consideration of adopting a new Natural Gas Franchise Ordinance for the Town of Century, Florida.

Speaker(s) – None.

10. 5:32 p.m. Public Hearing ▶

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the Fiscal Year 2013-2014 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding (the Fiscal Year 2013-2014 Capital Grant Application has been included in the approved Fiscal Year 2014 County Budget):

- A. Conducting the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$3,066,380 in Federal assistance on mass transit projects;
- B. Approving the Grant Application after receiving comments at the Public Hearing;
- C. Adopting the Resolution (*R2014-30*) authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA; and
- D. Authorizing the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System.

Speaker(s):

Don Suarez



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5947

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 04/29/2014

Issue: Fiscal Year 2013/2014 Grant Application for Federal Transit Administration 5307
Funding for Planning and Capital Assistance for Mass Transit Projects

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

Organization: Public Works

CAO Approval:

A handwritten signature in black ink, appearing to read "Joy D. Blackmon", is written over a horizontal line.

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the Fiscal Year 2013/2014 Grant Application for FTA 5307 funding for planning and capital assistance for mass transit projects for ECAT.

Recommendation: That the Board take the following action concerning the Fiscal Year 2013/2014 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$3,066,380 in Federal assistance on mass transit projects;
- B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;
- C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA; and
- D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System.

[The Fiscal Year 2013/2014 Capital Grant Application has been included in the approved Fiscal Year 2014 County Budget]

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Electronic Award and Management (TEAM) System.

The FTA publishes apportionments once every year and ECAT's apportionment for FY 13/14 sections 5307 funds amounts to \$ 3,066,380. ECAT recommends that Escambia County applies for this apportionment by approving this application for the below Program of Projects.

PROGRAM OF PROJECTS

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this grant application follows:

| Item | Project Cost |
|---|--------------------|
| Preventative Maintenance | \$1,265,833 |
| ADA | \$ 306,638 |
| Project Administration | \$ 100,000 |
| Apportionment for Alabama | \$ 55,828 |
| Operating Assistance | \$ 186,081 |
| Bus Replacements | \$1,090,000 |
| Other Capital Items (security + shelters) | \$ 62,000 |
| Total Budget | \$3,066,380 |

This recommended program of projects is based on the following:

Preventive Maintenance: In order to maximize the amount of operating funds available to Escambia County, it is recommended that the entire expected maintenance budget is requested to be reimbursed from the Federal Transit Administration. Escambia County requested a reimbursement of \$1,224,199 for preventive maintenance expenses for FY12/13.

ADA: 10% of the grant amount is eligible for ADA reimbursement.

Project Administration: In order to maximize the amount of operating funds available to Escambia County, it is recommended that all expected costs for project management are requested to be reimbursed from the Federal Transit Administration. The reimbursement of project management expenses for First Transit staff managing FTA projects enables Escambia County to partially offset the yearly management fee paid to First Transit.

Apportionment for Alabama: The FTA apportionment specifies that \$55,828 of the grant amount is for Alabama (Baldwin County). The FTA apportionment for Alabama amounted to \$31,621 for FY12/13.

Operating Assistance: In order to maximize the amount of operating funds available to Escambia County it is recommended that \$186,061 of operating assistance is requested to be reimbursed from the Federal Transit Administration. The reimbursement of operating expenses helps Escambia County fund the Transit system.

Bus Replacements: It is recommended that the County use these funds to replace buses. ECAT's vehicle replacement plan is enclosed. It outlines that 11 buses have already been ordered. These 11 buses will replace the 11 buses highlighted in yellow. Once these buses are received, there are still 4 buses that are older than 10 years (the expected service life of these

vehicles). These buses are highlighted in red and it is recommended that these buses be replaced using 5307 funds. Also, 6 additional vehicles will reach their expected service life by 2016. The Comprehensive Operational Analysis will provide recommendations as to which types of vehicles should be replacing these vehicles.

Other Capital Items: FTA regulations require that 1% of the grant amount be used for security and that 1% is used for transit enhancements. As a result, it is recommended that \$31,000 be used for security, and that an additional \$31,000 be used for bus shelters. Both Escambia County and ECAT have made it a priority to order new shelters to upgrade the transit system's image. Including funding for bus shelters in this grant will assist in this process. ECAT will recommend using 5339 grant funds for bus shelters in addition to the funds included in this grant application.

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

The Program of Projects was conveyed to the Mass Transit Advisory Committee (MTAC) during the meeting on April 9, 2014 with no comments.

BUDGETARY IMPACT:

The FY 13/14 Capital Grant Application has been included in the approved FY 2014 County Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The required FY 2014 Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency.

PERSONNEL:

No additional personnel will be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate all necessary funding activities covered by this grant application with FTA, FDOT, and Escambia County Transportation and Traffic Operations.

Attachments

5307 Grant App

Resolution

5307 BCC Approval FY12/13

Vehicle Replacement Plan



U.S. Department of Transportation

Federal Transit Administration

Application

| | |
|----------------------|-------------------------------------|
| Recipient ID: | 1092 |
| Recipient Name: | ESCAMBIA CO BD OF COMMISSIONERS |
| Project ID: | FL-90-X000 |
| Budget Number: | 1 - Budget Pending Approval |
| Project Information: | FY2014 CAPITAL PROJECTS FUNDING INC |

Part 1: Recipient Information

| | |
|-----------------|---|
| Project Number: | FL-90-X000 |
| Recipient ID: | 1092 |
| Recipient Name: | ESCAMBIA CO BD OF COMMISSIONERS |
| Address: | 221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591 |
| Telephone: | (850) 595-3228 |
| Facsimile: | (850) 595-3222 |

Union Information

| | |
|---------------|---------------------------------------|
| Recipient ID: | 1092 |
| Union Name: | AMALGAMATED TRANSIT UNION, LOCAL 1395 |
| Address 1: | 3300 North Pace Boulevard |
| Address 2: | Suite 326 |
| City: | Pensacola, FL 32505 |
| Contact Name: | Mike Lowery |
| Telephone: | (850) 341-4068 |
| Facsimile: | (850) 433-0596 |
| E-mail: | atu1395@aol.com |
| Website: | |

Part 2: Project Information

| | | | |
|---------------|-------|---------------------|-------------|
| Project Type: | Grant | Gross Project Cost: | \$3,266,418 |
|---------------|-------|---------------------|-------------|

View Print

Page 2 of 12

| | | | |
|--|-------------------------------------|-----------------------|----------------|
| Project Number: | FL-90-X000 | Adjustment Amt: | \$0 |
| Project Description: | FY2014 CAPITAL PROJECTS FUNDING INC | Total Eligible Cost: | \$3,266,418 |
| Recipient Type: | County Agency | Total FTA Amt: | \$3,066,380 |
| FTA Project Mgr: | Richelle Gosman 404-865-5478 | Total State Amt: | \$0 |
| Recipient Contact: | Kim Hansen 850-595-3228 ext. 217 | Total Local Amt: | \$200,038 |
| New/Amendment: | New | Other Federal Amt: | \$0 |
| Amend Reason: | Initial Application | Special Cond Amt: | \$0 |
| | | | |
| Fed Dom Asst. #: | 20507 | Special Condition: | None Specified |
| Sec. of Statute: | 5307-2 | S.C. Tgt. Date: | None Specified |
| State Appl. ID: | n/a | S.C. Eff. Date: | None Specified |
| Start/End Date: | Jul. 01, 2014 - Jun. 30, 2016 | Est. Oblig Date: | None Specified |
| Recvd. By State: | | Pre-Award Authority?: | Yes |
| EO 12372 Rev: | Not Applicable | Fed. Debt Authority?: | No |
| Review Date: | None Specified | Final Budget?: | No |
| Planning Grant?: | NO | | |
| Program Date (STIP/UPWP/FTA Prm Plan): | Jul. 24, 2013 | | |
| Program Page: | 583 | | |
| Application Type: | Electronic | | |
| | | | |
| Supp. Agreement?: | Yes | | |
| Debt. Delinq. Details: | | | |

Urbanized Areas

| UZA ID | UZA Name |
|--------|------------------|
| 129570 | PENSACOLA, FL-AL |

Congressional Districts

| State ID | District Code | District Official |
|----------|---------------|-------------------|
| 12 | 1 | Jeff Miller |

Project Details

Escambia County, FL requests FY2014 Capital Assistance using 5307 funds allocated in FY 2014. Requested funds total \$ 3,066,380.

This application is for all 5307 funds apportioned to Pensacola for FY2014.

Escambia will use these funds for preventive maintenance, ADA, project administration, operating assistance, rolling stock, transportation planning, bus shelters and security purposes.

The requested operating assistance will be matched 50/50 by funds from Escambia County's gasoline tax fund.

A copy of a Florida Department of Transportation letter, authorizing the use of \$ 706,118 in toll revenue credits as a soft match for all capital related items included in this FY14 application has been enclosed as an attachment to this application.

ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

Projects are included in STIP Dated 07/24/2013 project # 4222582 on page 580 and project # 4309953 on page 583. These pages are included with this application.

Earmarks

No information found.

Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

Part 3: Budget

Project Budget

| | <u>Quantity</u> | <u>FTA Amount</u> | <u>Tot. Elig. Cost</u> |
|--|-----------------|-------------------|------------------------|
| SCOPE | | | |
| 117-00 OTHER CAPITAL ITEMS (BUS) | 3 | \$1,672,471.00 | \$1,672,471.00 |
| ACTIVITY | | | |
| 11.7A.00 PREVENTIVE MAINTENANCE | 1 | \$1,265,833.00 | \$1,265,833.00 |
| 11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE | 1 | \$306,638.00 | \$306,638.00 |
| 11.79.00 PROJECT ADMINISTRATION | 1 | \$100,000.00 | \$100,000.00 |
| SCOPE | | | |
| 442-00 METROPOLITAN PLANNING | 0 | \$55,828.00 | \$69,785.00 |
| ACTIVITY | | | |

View Print

Page 4 of 12

| | | | |
|---|---|----------------|-----------------------|
| 44.23.01 LONGTERM TRANS PLAN - SYSTEM LEVEL | 0 | \$55,828.00 | \$69,785.00 |
| <u>SCOPE</u> | | | |
| 111-00 BUS - ROLLING STOCK | 4 | \$1,090,000.00 | \$1,090,000.00 |
| <u>ACTIVITY</u> | | | |
| 11.12.03 BUY REPLACEMENT 30-FT BUS | 3 | \$960,000.00 | \$960,000.00 |
| 11.12.04 BUY REPLACEMENT <30 FT BUS | 1 | \$130,000.00 | \$130,000.00 |
| <u>SCOPE</u> | | | |
| 119-00 Bus Associated Transit Improvements | 0 | \$31,000.00 | \$31,000.00 |
| <u>ACTIVITY</u> | | | |
| 11.92.02 PURCHASE BUS SHELTERS | 0 | \$31,000.00 | \$31,000.00 |
| <u>SCOPE</u> | | | |
| 114-00 BUS: SUPPORT EQUIP AND FACILITIES | 1 | \$31,000.00 | \$31,000.00 |
| <u>ACTIVITY</u> | | | |
| 11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP | 1 | \$31,000.00 | \$31,000.00 |
| <u>SCOPE</u> | | | |
| 300-00 OPERATING ASSISTANCE | 1 | \$186,081.00 | \$372,162.00 |
| <u>ACTIVITY</u> | | | |
| 30.09.01 UP TO 50% FEDERAL SHARE | 1 | \$186,081.00 | \$372,162.00 |
| Estimated Total Eligible Cost: | | | \$3,266,418.00 |
| Federal Share: | | | \$3,066,380.00 |
| Local Share: | | | \$200,038.00 |

OTHER (Scopes and Activities not included in Project Budget Totals)

| | Quantity | FTA Amount | Tot. Elig. Cost |
|---|----------|-------------|-----------------|
| <u>SCOPE</u> | | | |
| 991-00 SECURITY EXPENDITURES | 1 | \$31,000.00 | \$31,000.00 |
| <u>ACTIVITY</u> | | | |
| 11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP | 1 | \$31,000.00 | \$31,000.00 |

No Amendment Funding Source information is available for the selected project

Alternative Fuel Codes

| | | |
|----------|----------------------------|-------------|
| 11.12.03 | BUY REPLACEMENT 30-FT BUS | Diesel Fuel |
| 11.12.04 | BUY REPLACEMENT <30 FT BUS | Diesel Fuel |

Extended Budget Descriptions

| | | | | |
|---|--|----------|-----------------------|-----------------------|
| 11.7A.00 | PREVENTIVE MAINTENANCE | 1 | \$1,265,833.00 | \$1,265,833.00 |
| Will provide funding for Preventive Maintenance cost (labor and parts) for maintaining a 45 vehicle bus fleet. Funding will be used from October 1, 2013 through September 30, 2014. Escambia County has a force account plan. | | | | |
| 11.7C.00 | NON FIXED ROUTE ADA PARATRANSIT SERVICE | 1 | \$306,638.00 | \$306,638.00 |
| Federal contribution to FY14 ADA Paratransit Service purchased from private provider under terms of Service Contract. ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes. The period of Service covered by this grant will be from October 1, 2013 to September 30, 2014. | | | | |
| 11.79.00 | PROJECT ADMINISTRATION | 1 | \$100,000.00 | \$100,000.00 |
| Project Administration expenses associated with the oversight of FTA funded capital project activities. ECAT will have a project administrator to perform all federal grant responsibilities. Salary and fringe benefits estimated at \$ 60,000 annually and to include 2080 hours. Other cost include public advertisements estimated at \$ 2,000 for RFP and other solicitations, and wages of other personnel required for various grant oversight responsibilities such as NTD reporting, grant public hearing meetings and DBE and EEO reporting estimated at \$ 38,000 per year. | | | | |
| 44.23.01 | LONGTERM TRANS PLAN - SYSTEM LEVEL | 0 | \$55,828.00 | \$69,785.00 |
| Baldwin County, Alabama would like to spend their funding on development of a transit plan for Baldwin County. | | | | |
| 11.12.03 | BUY REPLACEMENT 30-FT BUS | 3 | \$960,000.00 | \$960,000.00 |
| Escambia County Area Transit would like to replace 3 30' Gillig's with 3 30' EIDorado buses. We expect the useful life of this vehicle to be 12 years. | | | | |

| | | | | |
|---|--------------------------------------|---|--------------|--------------|
| 11.12.04 | BUY REPLACEMENT <30 FT BUS | 1 | \$130,000.00 | \$130,000.00 |
| Escambia County Area Transit would like to use this funding to replace 1 30' Gillig bus with one 29' Champion Defender bus. The expected useful life for this vehicle is 5 years. | | | | |
| 11.92.02 | PURCHASE BUS SHELTERS | 0 | \$31,000.00 | \$31,000.00 |
| Escambia County Area Transit plans on acquiring 5 new bus shelters. The expected useful life of these bus shelters is 15 years. | | | | |
| 11.42.09 | ACQUIRE - MOBILE SURV/SECURITY EQUIP | 1 | \$31,000.00 | \$31,000.00 |
| Funding will be used for bus security improvements. If any item is acquired for over \$ 5,000, we expect the useful life of such equipment to be 5 years. | | | | |
| 30.09.01 | UP TO 50% FEDERAL SHARE | 1 | \$186,081.00 | \$372,162.00 |
| In accordance with MAP21 and the FTA section 5307 Operating Assistance Special Rule for FY2013 (Table 3A), Escambia County is eligible for applying for operating assistance. Escambia County area Transit is applying for operating assistance in the amount of \$ 186,081. This amount will be matched 50/50 with funding from Escambia County's gasoline tax fund. | | | | |

Changes since the Prior Budget

No information found.

Part 4. Milestones

11.7A.00 PREVENTIVE MAINTENANCE 1 \$1,265,833 \$1,265,833

| | Milestone Description | Est. Comp. Date |
|----|---|-----------------|
| 1. | Capital Preventive Maintenance | Sep. 30, 2014 |
| | Capital cost of transit system preventive maintenance program from October 1, 2013 to September 30, 2014. Use of Florida Toll Revenue credits as local match authorized for this project. Federal contribution estimated at \$ 1,265,833. Preventive maintenance includes personnel and material cost for maintenance of revenue vehicles and other maintenance cost as defined by the NTDB instructions and reported in the annual NTD report. | |
| 2. | Final Expenditure | Nov. 30, 2014 |
| | As all preventive maintenance expenses will be incurred by 9/30/2014, we expect to request funding no later than November 30, 2014. | |

11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE 1 \$306,638 \$306,638

| | <u>Milestone Description</u> | <u>Est. Comp. Date</u> |
|----|--|------------------------|
| 1. | ADA Paratransit | Sep. 30, 2014 |
| | Mandatory ADA Paratransit Service throughout ECAT service area. Service provided through BCC contract with local provider. | |
| 2. | Final Expenditure | Nov. 30, 2014 |
| | As all expenses for ADA Paratransit Services will be incurred by September 30, 2014 we expect to request funding no later than November 30, 2014 | |

11.79.00 PROJECT ADMINISTRATION 1 \$100,000 \$100,000

| | <u>Milestone Description</u> | <u>Est. Comp. Date</u> |
|----|---|------------------------|
| 1. | Project Administration | Sep. 30, 2014 |
| | ECAT plans to have a project administrator to perform all federal grant responsibilities. Salary and fringe benefits estimated at \$ 60,000 annually and to include 2,080 hours. Other cost include public advertisements estimated at \$ 2,000 for RFP and other obligations, and wages of other personnel required for various grant oversight responsibilities such as NTD reporting, grant public hearing meetings and DBE and EEO reporting estimated at \$ 38,000 | |
| 2. | Final Expenditure | Nov. 30, 2014 |
| | As all expenses for Project Administration will be incurred by September 30, 2014 we expect to request funding no later than November 30, 2014 | |

11.12.03 BUY REPLACEMENT 30-FT BUS 3 \$960,000 \$960,000

| | <u>Milestone Description</u> | <u>Est. Comp. Date</u> |
|----|---|------------------------|
| 1. | RFP/IFB OUT FOR BID | Oct. 30, 2014 |
| | ECAT plans on replacing three 30' Gillig buses with three 30' ElDorado buses. | |
| 2. | CONTRACT AWARDED | Feb. 28, 2015 |
| 3. | FIRST VEHICLE DELIVERED | Feb. 28, 2016 |
| 4. | ALL VEHICLES DELIVERED | Mar. 31, 2016 |
| 5. | CONTRACT COMPLETE | Jun. 30, 2016 |

11.12.04 BUY REPLACEMENT <30 FT BUS 1 \$130,000 \$130,000

| | <u>Milestone Description</u> | <u>Est. Comp. Date</u> |
|----|------------------------------|------------------------|
| 1. | RFP/IFB OUT FOR BID | Oct. 30, 2014 |
| 2. | CONTRACT AWARDED | Feb. 28, 2015 |
| 3. | FIRST VEHICLE DELIVERED | Feb. 28, 2016 |

View Print

Page 8 of 12

| | | |
|----|------------------------|---------------|
| 4. | ALL VEHICLES DELIVERED | Feb. 28, 2016 |
| 5. | CONTRACT COMPLETE | Jun. 30, 2016 |

11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP 1 \$31,000 \$31,000

| | Milestone Description | Est. Comp. Date |
|----|---|-----------------|
| 1. | RFP/IFB Issued | Mar. 31, 2015 |
| | ECAT expects to acquire various items to improve security throughout all ECAT services. | |
| 2. | Contract Award | Jun. 30, 2015 |
| 3. | Contract Complete | Sep. 30, 2015 |

30.09.01 UP TO 50% FEDERAL SHARE 1 \$186,081 \$372,162

| | Milestone Description | Est. Comp. Date |
|----|---|-----------------|
| 1. | RFP/IFB Issued | Sep. 30, 2014 |
| | ECAT is requesting operating assistance in the amount of \$ 186,081 and will request reimbursement of this amount by November 30, 2014. As all operating expenses will be incurred by September 30, 2014, we expect to request funding no later than November 30, 2014. | |
| 2. | Final Expenditure | Nov. 30, 2014 |
| | ECAT is requesting operating assistance in the amount of \$ 186,081 and will request reimbursement of this amount by November 30th, 2014. As all operating expenses will be incurred by September 30, 2014, we expect to request funding no later than November 30, 2014. | |

11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP 1 \$31,000 \$31,000

| | Milestone Description | Est. Comp. Date |
|----|-----------------------|-----------------|
| 1. | RFP/IFB Issued | Mar. 31, 2015 |
| 2. | Contract Award | Jun. 30, 2015 |
| 3. | Contract Complete | Sep. 30, 2015 |

Part 5. Environmental Findings

117A00 PREVENTIVE MAINTENANCE 1 \$1,265,833 \$1,265,833

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

| | | | |
|---|---|-----------|-----------|
| 117C00 NON FIXED ROUTE ADA PARATRANSIT SERVICE | 1 | \$306,638 | \$306,638 |
|---|---|-----------|-----------|

Finding No. 1 - Class II(c)

C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| | | | |
|-------------------------------|---|-----------|-----------|
| 117900 PROJECT ADMINISTRATION | 1 | \$100,000 | \$100,000 |
|-------------------------------|---|-----------|-----------|

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| | | | |
|--------------------------------|---|-----------|-----------|
| 300901 UP TO 50% FEDERAL SHARE | 1 | \$186,081 | \$372,162 |
|--------------------------------|---|-----------|-----------|

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| | | | |
|--|---|----------|----------|
| 114209 ACQUIRE - MOBILE SURV/SECURITY EQUIP | 1 | \$31,000 | \$31,000 |
|--|---|----------|----------|

Finding No. 1 - Class II(c)

C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| | | | |
|--|---|----------|----------|
| 114209 ACQUIRE - MOBILE SURV/SECURITY EQUIP | 1 | \$31,000 | \$31,000 |
|--|---|----------|----------|

Finding No. 1 - Class II(c)

C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| | | | |
|----------------------------------|---|-----------|-----------|
| 111203 BUY REPLACEMENT 30-FT BUS | 3 | \$960,000 | \$960,000 |
|----------------------------------|---|-----------|-----------|

Finding No. 1 - Class II(c)

C06 - Acquisition, transfer of real property interest

Acquisition or transfer of an interest in real property that is not within or adjacent to recognized environmentally sensitive areas (e.g., wetlands, non-urban parks, wildlife management areas) and does not result in a substantial change in the functional use of the property or in substantial displacements, such as: acquisition for scenic easements or historic sites for the purpose of preserving the site. This CE extends only to acquisitions and transfers that will not limit the evaluation of alternatives for future FTA-assisted projects that make use of the acquired or transferred property.

| | | | |
|-----------------------------------|---|-----------|-----------|
| 111204 BUY REPLACEMENT <30 FT BUS | 1 | \$130,000 | \$130,000 |
|-----------------------------------|---|-----------|-----------|

Finding No. 1 - Class II(c)

C06 - Acquisition, transfer of real property interest

Acquisition or transfer of an interest in real property that is not within or adjacent to recognized environmentally sensitive areas (e.g., wetlands, non-urban parks, wildlife management areas) and does not result in a substantial change in the functional use of the property or in substantial displacements, such as: acquisition for scenic easements or historic sites for the purpose of preserving the site. This CE extends only to acquisitions and transfers that will not limit the evaluation of alternatives for future FTA-assisted projects that make use of the acquired or transferred property.

119202 PURCHASE BUS SHELTERS 0 \$31,000 \$31,000

Finding No. 1 - Class II(c)

C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

442301 LONGTERM TRANS PLAN - SYSTEM LEVEL 0 \$55,828 \$69,785

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Part 6: Fleet Status

Fixed Route

| | | <u>Before</u> | <u>Change</u> | <u>After</u> |
|-------------|-----------------------------|---------------|---------------|--------------|
| I. | Active Fleet | | | |
| | A. Peak Requirement | 32 | -1 | 31 |
| | B. Spares | 14 | 0 | 14 |
| | C. Total (A+B) | 46 | -1 | 45 |
| | D. Spare Ratio (B/A) | 43.75% | 0.00% | 45.16% |
| II. | Inactive Fleet | | | |
| | A. Other | 0 | 0 | 0 |
| | B. Pending Disposal | 0 | 0 | 0 |
| | C. Total (A+B) | 0 | 0 | 0 |
| III. | Total (I.C and II.C) | 46 | -1 | 45 |

Fleet includes 47 Gillig transit vehicles, mixed 30-34'. Includes 10 vehicles purchased in 2010

View Print

Page 12 of 12

with the ARRA funding. Fleet also includes 7 replica trolley buses.

Paratransit

| | | <u>Before</u> | <u>Change</u> | <u>After</u> |
|------|-----------------------------|---------------|---------------|--------------|
| I. | Active Fleet | | | |
| | A. Peak Requirement | 5 | 0 | 5 |
| | B. Spares | 0 | 0 | 0 |
| | C. Total (A+B) | 5 | 0 | 5 |
| | D. Spare Ratio (B/A) | 0.00% | 0.00% | 0.00% |
| II. | Inactive Fleet | | | |
| | A. Other | 0 | 0 | 0 |
| | B. Pending Disposal | 0 | 0 | 0 |
| | C. Total (A+B) | 0 | 0 | 0 |
| III. | Total (I.C and II.C) | 5 | 0 | 5 |

Part 7. FTA Comments

No information found.

Part 8: Results of Reviews

The reviewer did not find any errors

RESOLUTION NUMBER R2014 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications on behalf of Escambia County with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY13/14) pursuant to Title 49, United States Code, Chapter 53.

SECTION 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents required by the U.S. Department of Transportation for the administration of this grant

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

9. 5:31 p.m. Public Hearing ▶

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action concerning the Fiscal Year 12/13 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding; FTA guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects; effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Federal Transportation Electronic Award and Management System (TEAM) System:

- A. Conducting the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,444,671 in Federal assistance on mass transit projects;
- B. Approving the Grant Application;
- C. Adopting the Resolution (*R2013-43*) authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and
- D. Authorizing the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal TEAM System, using the authorized passwords for the Chairman and the County Administrator, where necessary.

Speaker(s) – None.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4058

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 04/18/2013

Issue: FY 12/13 Federal Transit Administration (FTA) 5307 Grant Application by ECAT for Mass Transit Project Funding

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

A handwritten signature in black ink, appearing to read "Joy D. Blackmon", written over a horizontal line.

RECOMMENDATION:

5:31 p.m. Public Hearing concerning the Fiscal Year 12/13 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Recommendation: That the Board take the following action concerning the Fiscal Year 12/13 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,444,671 in Federal assistance on mass transit projects;
- B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;
- C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and
- D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM), using the authorized passwords for the Chairman and the County Administrator, where necessary.

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

BACKGROUND:

BCC 5:31 PH

BCC 5:32 PH

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

PROGRAM OF PROJECTS

The Project budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this Grant Application follows:

| Items | Project Cost |
|----------------------------|--------------|
| Preventative Maintenance | \$809,199 |
| ADA | \$144,467 |
| Project Administration | \$ 50,000 |
| Other Capital Expenditures | \$441,005 |
| Total Budget | \$1,444,671 |

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

BUDGETARY IMPACT:

The FY 12/13 Capital Grant Application has been included in the approved FY 12/13 County Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The required Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency on March 22, 2013.

PERSONNEL:

No additional personnel will be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT, and Transportation and Traffic Operations for all necessary funding activities covered by this grant application.

Attachments

Grant Application
Resolution

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

12. 5:33 p.m. Public Hearing ▶

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robertson absent, adopting an Ordinance (Number 2013-31) amending Chapter 42, Article III, Sections 42-61 through 42-70, of the Escambia County Code of Ordinances, relating to noise; this amendment establishes findings regarding the unique nature of Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the County, which have decibel-based noise regulations, and establishes an amended reasonable person standard for all other areas of the County, as defined in the Ordinance, and approving to "ask the Santa Rosa Island Authority to evaluate the single-family residential areas and to also ask that they look at where the noise will be taken from."

Speaker(s):

Horace Human
Jim Leslie
Ray Ascherfeld
Carol Ascherfeld
Jim Cox

13. 5:34 p.m. Public Hearing ▶

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Robertson absent, taking the following action concerning the Fiscal Year 2012/2013 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conducting the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,564,231 in Federal assistance on mass transit projects;
- B. Approving the Grant Application, after receiving comments at the Public Hearing;
and

(Continued on Page 8)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

13. Continued...

- C. Authorizing the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords for the Chairman and County Attorney where necessary, as authorized by Resolution R2013-43, approved by the Board of County Commissioners on April 18, 2013 (the Fiscal Year 2012/2013 Capital Grant Application is included in the approved Fiscal Year 2013/2014 County Budget).

Speaker(s) – None.

14. 5:35 p.m. TEFRA Public Hearing – Dropped ▶

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robertson absent, dropping the recommendation that the Board take the following action concerning the issuance by Capital Trust Agency (the "Agency") of not-to-exceed \$55,000,000 Revenue Bonds (herein, the "Bonds"), on behalf of Provident Group – East Village Properties LLC, a limited liability company of the State of Delaware, or one of its affiliates (herein, the "Borrower"), for financing or refinancing the Series 2013 Project (the Bonds are not issued by the County and will not obligate the credit of the County or the Agency or pose any obligation or liability for the County or the Agency):

- A. Ratify the scheduling of the 5:35 p.m. Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing, and advertising of the Notice of Public Hearing, for consideration of authorizing the issuance of the Bonds; and
- B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance of the Bonds by the Agency upon the terms established therein.

Speaker(s) – None.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4644

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 07/25/2013

Issue: 5:34 p.m. Public Hearing Concerning the Fiscal Year 12/13 Federal Transit Administration 5307 Grant Application

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

Organization: Public Works

CAO Approval:

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

RECOMMENDATION:

5:34 p.m. Public Hearing concerning the Fiscal Year 2012/2013 Federal Transit Administration 5307 Grant Application.

Recommendation: That the Board take the following action concerning the Fiscal Year 2012/2013 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,564,231 in Federal assistance on mass transit projects;
- B. Approve the Grant Application, after receiving comments at the Public Hearing; and
- C. Authorize the Escambia County Area Transit (ECAT) General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords for the Chairman and County Attorney where necessary, as authorized by Resolution R2013-43, approved by the Board of County Commissioners on April 18, 2013.

[The Fiscal Year 2012/2013 Capital Grant Application is included in the approved Fiscal Year 2013/2014 County Budget]

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Electronic Award and Management (TEAM) System.

BCC 5:34 PH

BCC 5:32 PH

The FTA publishes apportionments two times every year, and ECAT has already applied for the first half of the FY 12/13 5307 grant. ECAT recommends that Escambia County apply for the remaining half of the FY 12/13 5307 grant by approving this application for the Program of Projects.

PROGRAM OF PROJECTS

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The the budget for this grant application follows:

| Item | Project Cost |
|------------------------|---------------------|
| Preventive Maintenance | \$ 415,000 |
| ADA | \$ 156,423 |
| Project Administration | \$ 50,000 |
| Operating Assistance | \$ 902,808 |
| Other Capital Items | \$ 40,000 |
| Total Budget | \$1,564,231 |

The first four items - Preventive Maintenance, ADA, Project Administration, and Operating Assistance - are all operating expenses and are necessary for ECAT to move forward with a balanced budget for FY 13/14. The two main strains on the Transit budget have been the \$1.5 M shortfall in the Service Development Grant (established by the previous management company) and the receipt of only 3/4 of the gas tax for FY 13/14 (funds begin in January 2014), with no supplement for the other 1/4 from the general fund.

The \$40K for Capitol items are \$20K for Security and \$20K for amenities (benches and shelters). Both are part of the FTA general guidelines which look for 1% of the grant be applied to security and 1% applied to amenities.

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

BUDGETARY IMPACT:

The FY 12/13 Capital Grant Application is included in the approved FY 13/14 County Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

BCC 5:34 PH

BCC 5:32 PH

The required FY 12/13 Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on March 22, 2013. The Board approved the Resolution on April 18, 2013, as part of the initial grant application process.

PERSONNEL:

Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation and will coordinate with FTA, FDOT, and Transportation and Traffic Operations staff.

Attachments

Grant Application
Resolution.

RESOLUTION NUMBER R2014 - 30

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications on behalf of Escambia County with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY13/14) pursuant to Title 49, United States Code, Chapter 53.

SECTION 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents required by the U.S. Department of Transportation for the administration of this grant

Verified By: *Ottawa*

Date: *5/2/2014*

project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

SECTION 5. That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

SECTION 6. That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

SECTION 7. That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY13/14) on behalf of Escambia County.

SECTION 8. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 29th day of April 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

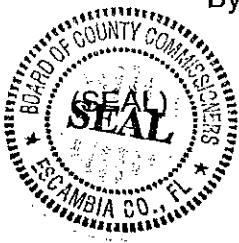
By: [Signature]
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

Date Executed

April 29, 2014



Approved as to form and legal sufficiency,

By/Title: [Signature]

Date: 3/26/14

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #261, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320), in the amount of \$3,010,552, to recognize proceeds from the FTA and to appropriate these funds to be used for various mass transit capital projects and operations associated with the Escambia County Area Transit System.

Approved 4-0, with Commissioner Valentino absent

20. Recommendation: That the Board take the following action concerning a Grant Contract between the Florida Department of Environmental Protection (FDEP) and the Escambia County Board of County Commissioners:

- A. Adopt the Resolution approving Supplemental Budget Amendment #263, Other Grants and Projects Fund (110), in the amount of \$285,399, to recognize proceeds from FDEP Grant Contract No. WQ015 and to appropriate these funds for monitoring low impact design best management practices at the Escambia County One Stop Office Building; and
- B. Approve the establishment of one new Environmental Technician under the Community & Environment Department; the position is to be funded by the Grant.

Approved 4-0, with Commissioner Valentino absent

21. Recommendation: That the Board take the following action concerning the *Severe Storms, Tornadoes, Straight-Line Winds, and Flooding (FEMA-4177-DR-FL) Federally Funded Public Assistance Agreement*, Contract Number: 15-SP-8Z-01-27-02-500, which is necessary for Escambia County to receive Federal and State financial assistance:

- A. Approve the Federally Funded Public Assistance Agreement; and
- B. Authorize the Chairman to sign the Agreement.

Approved 4-0, with Commissioner Valentino absent



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6691

County Administrator's Report 11. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/04/2014

Issue: Supplemental Budget Amendment #261 - 2014 FTA Grant
FL90-X848-00

From: Amy Lovoy

Organization: OMB

CAO Approval:

A handwritten signature in black ink, appearing to read "Paul R. Brown", is written over a horizontal line.

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #261 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #261, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320) in the amount of \$3,010,552, to recognize proceeds from the FTA, and to appropriate these funds to be used for various mass transit capital projects and operations associated with the Escambia County Area Transit System (ECAT).

BACKGROUND:

On April 29, 2014, the BCC approved Escambia County Area Transit (ECAT) to receive grant funds for the 2014 FTA Grant# FL90-X848-00, and these funds need to be recognized to be used for capital and operations. The capital items being purchased are:

- 3 - Replacement 30ft Buses
- 1 - Replacement Bus < 30ft
- 5 - Bus Shelters
- Bus Security Equipment

BUDGETARY IMPACT:

This amendment will increase Fund 104 by \$1,858,552 and Fund 320 by \$1,152,000. The requested \$186,081 match will come from the gas tax and any additional match requirements will come from Florida toll revenue credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 261

**Board of County Commissioners
 Escambia County
 Supplemental Budget Amendment Resolution**

Resolution Number
R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, The Escambia County was awarded the 2014 FTA Grant (FL90-X848) by the Federal Transit Administration for capital projects and ECAT operations, and these funds must be recognized and appropriated accordingly.

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

| <u>Fund Name</u> | <u>Fund Number</u> | <u>Account Code</u> | <u>Amount</u> |
|--------------------------|--------------------|---------------------|------------------|
| Mass Transit Fund | 104 | | |
| FTA Capital Projects | 320 | | |
| Revenue Title | Fund Number | Account Code | Amount |
| 2014 FTA Grant FL90-X848 | 104 | 331471 (new) | 1,858,552 |
| 2014 FTA Grant FL90-X848 | 320 | 331472 (new) | 1,152,000 |
| | | | |
| | | | |
| Total | | | 3,010,552 |

| <u>Appropriations Title</u> | <u>Fund Number/Cost Center</u> | <u>Account Code/ Project Number</u> | <u>Amount</u> |
|-----------------------------------|--------------------------------|---|------------------|
| Professional Services | 104/320401 | 53101 | 100,000 |
| Fixed Route Bus Costs | 104/320401 | 53404 | 1,451,914 |
| ADA Paratransit Costs | 104/320401 | 53405 | 306,638 |
| | | | |
| | | | |
| Improvements other than Buildings | 320/320424 (new) | 56301 | 31,000 |
| Machinery & Equipment | 320/320424 (new) | 56401 | 1,121,000 |
| | | | |
| | | | |
| Total | | | 3,010,552 |

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
 PAM CHILDERS
 CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
 OF ESCAMBIA, COUNTY, FLORIDA

 Deputy Clerk

 Lumon J. May, Chairman

Adopted
 Stephan Hall
DIR, es:Stephan.Hall, a.c.c.
 email:stephan_hall@co.escambia.fl.us
 c-125
 Date: 20140828 10:41:32 -0500

OMB Approved

Supplemental Budget Amendment
 # 261

**Escambia County
Clerk's Original**

09/04/2014/CAR II-19

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2014- 96

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, The Escambia County was awarded the 2014 FTA Grant (FL90-X848) by the Federal Transit Administration for capital projects and ECAT operations, and these funds must be recognized and appropriated accordingly.

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

| Fund Name | Fund Number | Account Code | Amount |
|-------------------------------------|-------------|--------------|------------------|
| Mass Transit Fund | 104 | | |
| FTA Capital Projects | 320 | | |
| Revenue Title | Fund Number | Account Code | Amount |
| 2014 FTA Grant FL90-X848 <u>104</u> | 104 | 331471 (new) | 1,858,552 |
| 2014 FTA Grant FL90-X848 <u>320</u> | 320 | 331472 (new) | 1,152,000 |
| Total | | | 3,010,552 |

| Appropriations Title | Fund Number/Cost Center | Account Code/ Project Number | Amount |
|-----------------------------------|-------------------------|---------------------------------|------------------|
| Professional Services | 104/320401 | 53101 | 100,000 |
| Fixed Route Bus Costs | 104/320401 | 53404 | 1,451,914 |
| ADA Paratransit Costs | 104/320401 | 53405 | 306,638 |
| Improvements other than Buildings | 320/320424 (new) | 56301 | 31,000 |
| Machinery & Equipment | 320/320424 (new) | 56401 | 1,121,000 |
| Total | | | 3,010,552 |

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

TEST:
KIM CHILDERS
CLERK OF THE CIRCUIT COURT
[Signature]
Deputy Clerk
9-04-2014
Adopted

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA
[Signature]
Lumori J. May, Chairman

RH 8/20/14 ST 8/21/14
OMB Approved

Supplemental Budget Amendment
261

H. COATS
9/9/14

Date Executed
Entered 9/4/2014
BVP 9/10/14

Released and Posted

By *[Signature]*
Date 9/10/14

Date: 09/09/2014 Verified By: KA Cant

8/10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6919

County Administrator's Report 10. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Approval of State Aid to Libraries Grant Agreement

From: Darlene Howell, Library Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State Aid to Libraries Grant Agreement - Darlene Howell, Library Administrator

That the Board approve the Florida Department of State, Division of Library and Information Services, State Aid to Libraries Grant Agreement and authorize the Chairman of the West Florida Public Library Board of Governance and the Clerk to sign the Agreement. (The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries.)

BACKGROUND:

Pursuant to 257.17, Florida Statutes, the State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The Florida Department of State, Division of Library and Information Services is the administrator that implements the program.

In accordance with the program requirements, the Division requires that the governing body of the library system make application and certify eligibility for receipt of said funding. The Division has designated the West Florida Public Library Board of Governance as the governing body of the West Florida Public Library System with authority to certify eligibility for grant funds. As the designated fiscal agent for the West Florida Public Library System, The County will have the authority to receive and disburse said funds in accordance with the program requirements.

BUDGETARY IMPACT:

The funds will be included in the FY 14/15 annual budget for the West Florida Public Library System.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Board of Governance will coordinate with the Library Director to complete all implementation requirements.

Attachments

WFPL 2014-2015 State Aid Grant Agreement

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (GRANTEE) WFPL Board of Governance
(Name of library governing body)

Governing body for West Florida Public Library System
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes*, has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work:

The single library administrative unit, as an eligible political subdivision under 257.17, *Florida Statutes*, is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning library materials available for circulation free of charge, and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library operated by the library's governing body, open 40 hours or more each week.

The parties agree as follows:

I. The GRANTEE agrees to:

a. For payment number one:

- i. Have at least one library, branch library or member library, open 40 hours or more each week.

b. For payment number two:

- i. Have at least one library, branch library or member library, open 40 hours or more each week.

- c. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
- d. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.
- e. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
- f. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
- g. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
- h. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.
- i. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.
- j. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- k. Hereby certify that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.
- l. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.

m. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part m, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at apps.fldfs.com/fsaa.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, Florida 32399-0250

2. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

n. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees:

- a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
- c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.
- d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.
- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.

- l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.
- p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.
- q. The Division shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to \$0.
- r. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library

administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement

THE APPLICANT/GRANTEE

Chair of Governing Body or
Chief Executive Officer

Dr. Rebecca Temple

Typed Name

Date

Clerk or Chief Financial Officer

Pam Childers, Clerk of the Circuit Court

Typed Name and Title of Official

Date

THE DIVISION

Florida Department of State
Division of Library and Information Services

Typed Name

Date

Division Witness

Division Witness



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6943

County Administrator's Report 10. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Museum on Main Street (MoMS) Affiliate Agreement

From: Darlene Howell, Library Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2015-2016 Museum on Main Street Affiliate Agreement - Darlene Howell, Library Administrator

That the Board take the following action concerning the 2015-2016 Museum on Main Street Affiliate Agreement:

A. Approve and authorize the Chairman of the West Florida Public Library Board of Governance and the Clerk to sign the 2015-2016 Museum on Main Street Affiliate Agreement, in the amount of \$6,000, between the West Florida Public Library on behalf of Escambia County and the Florida Humanities Council for the 2015-2016 Museum on Main Street Program. The program is designed to provide enriching educational experiences for residents and visitors and bring recognition to small communities with populations of 20,000 or less. The Way We Worked exhibit, adapted from an original exhibition developed by the National Archives is intended to attract increased visitation to the Molino Branch Library and the Molino Mid-County Historical Museum; and

B. Authorize the acceptance and disbursement of funds per Board policy.

[Funding: Fund 113, Library Fund, will be increased by \$6,000]

BACKGROUND:

The West Florida Public Library System was awarded a grant of \$6,000 to host the Florida Humanities Council's, Museum on Main Street (MoMS) program, in Escambia County. Funded in part by the United States Congress, Museum on Main Street (MoMS) combines the talents of the Smithsonian Institution, the state humanities councils, and cultural organizations to bring national and local heritage to small communities across the United States.

The West Florida Public Library and the Molino Mid-County Historical Society are partnering to bring The Way We Worked to the Old Molino Museum. This exhibit

provides the ideal opportunity for the Library and its partners to work together to preserve and promote the wealth of history in the area. In accordance with our mission and strategic goals, the West Florida Public Library aims to promote a deeper understanding of local history by exposing the community to the rich heritage of Escambia County's interior that tends to get overlooked in favor of more developed sites near the coast.

BUDGETARY IMPACT:

An increase of \$6,000 to Fund 113, Library Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Museum on Main Street

Museum on Main Street (MoMS) Affiliate Agreement

West Florida Public Library Museum on Main Street – *The Way We Worked* Project Narrative

Community and Demographics

The West Florida Public Library and the Molino Mid-County Historical Society are partnering to bring *The Way We Worked* to the Old Molino Museum. The town of Molino is an unincorporated area located approximately 25 miles north of Pensacola in the rural center of Escambia County (map included in the supporting documentation.) As of the 2010 Census, Molino was home to a total of 1,277 people. The racial make-up of the area was 75.3% White and 20.7% African American, with all other races making up the remaining 4%. Only 2% of the population claimed Hispanic or Latino ethnicity.

The town of Molino is a community of proud people who have a deep awareness of their area's unique heritage. In its 250 years of settlement, it has been a Spanish mission, an industrial boomtown, and, today, a quiet community just beyond the bustle of Pensacola's suburbs. The 1939 schoolhouse, an iconic symbol of the Molino community, had fallen into disuse after school consolidations left it vacant in 2003. In 2012, the Molino Mid-County Historical Society acquired the newly restored Molino School building to operate as a museum and community center. In 2013, the West Florida Public Library established a branch in the building.



By breathing new life into a beloved old building, the Molino Community Center has become a very visible and literal symbol of the community's revitalization. *The Way We Worked* is a prime opportunity to build on this momentum. By bringing a Smithsonian traveling exhibit to this small-town museum, we aim to attract new interest in this community and increase opportunities for investment in future preservation endeavors.

Organization Mission

The mission of the West Florida Public Library is to act as the community's independent learning center for residents of all ages who live in Escambia County, Florida. The library will strive to meet the informational, recreational, and educational needs of the community by providing free access to reading and audio-visual materials, and serving as an information portal offering public computing, database, and Internet access technology.

A Blue Ribbon Task Force convened in 2012 to develop a strategic plan to guide the West Florida Public Library through 2018. A summary of the strategic goals are:

- **Lifelong Learning:** Residents will find personal enrichment, be exposed to new ideas, and continue to learn throughout their lives.
- **Early Literacy:** Children will have programs and services designed to give them experiences that will support them as they enter school ready to learn, read, write, and listen.
- **Reading, Viewing, and Listening for Pleasure:** Residents will find the Library a vibrant community of readers, as we connect people to resources that stimulate the imagination.
- **Information Fluency:** Residents will be empowered to improve their critical thinking skills and develop the skills they need to incorporate learning into their daily lives.
- **Civic Engagement:** Residents will find the Library a civic focal point and resource for Escambia County's communities.
- **Genealogy and Local History:** Residents will build bridges between Escambia County's past, present, and future.

Organization History

A subscription library was established in Pensacola by the Pensacola Library Association in 1885.

In 1911, the Carnegie Corporation offered a \$25,000 grant to establish a public library in Pensacola, if the city would commit just a tenth of that amount. The public voted not to accept the "tainted" money and the Pensacola City Council rejected the grant on July 13, 1911. A similar offer seems to have been made again in 1916, but was again refused by the city.

Escambia County did not have a public library until 1938, when it was opened through the work of Lucia Tryon in the Old Christ Church building. The old church building reopened as the library on February 15, 1938 with 3,352 donated books. The system has grown into what is now known as the West Florida Public Library.

The West Florida Public Library System is an organization of libraries that serve Escambia County, Florida. The West Florida Public Library currently operates 7 locations. The library system currently has approximately 360,000 books, 36,000 audio resources, and 14,000 video resources in circulation. In addition to its branch libraries, the library system operates a mobile library, the "Bookmobile", which visits a number of locations throughout Escambia County each week.

Recent Exhibitions and Programs

The West Florida Public Library is committed to providing programs that help achieve our objectives. We have successfully secured previous grant funding and been able to present a wide-variety of quality programs to the citizens of Escambia County. Most recently, our eight-month *Explore Pensacola History* series (sponsored by the Florida Humanities Council) was nominated by the local chapter of the Freedoms Foundation for national recognition in the category of outstanding programming. Additional highlights of successful program series in the last year include:

- *America's Music: A Film History of Our Popular Music* (National Endowment for the Humanities)
- *Civil War 150* (Library of America/Gilder Lehman Institute of American History)
- *Discover Earth* (National Science Foundation)

For full details of WFPL's programming, including the Freedoms Foundation nomination letter, please see the Summary of Recent Exhibitions and Programs included in the supporting documentation.

Exhibit Site Description

The Molino Community Center occupies a Depression-era school building (see Exhibit Site Plan in the supporting documentation.) The exhibit will take place in the Old Molino Museum, located adjacent to the building's main entrance ensuring prime visibility. The space consists of the equivalent of three classrooms with the interior walls removed. *The Way We Worked* will be arranged in the center "aisle" of the museum, allowing the standing exhibits to remain along the walls. We will ensure there is adequate space on either side to ensure accessibility for all visitors.

The Molino Branch Library is located opposite the museum. We will utilize space in the library for an art exhibit highlighting scenes from Molino's past to complement *The Way We Worked*.

In addition to the museum and library spaces, there is a 300-person auditorium that we will use for presentations taking place on site. The hallway just above the museum space will house a complementary exhibit on local industry.

The Way We Worked Fit and Community Goals

Molino has been settled since around 1741 when it was the site of Mission San José de Escambe during the Second Spanish Period. Following the Civil War and up until the First World War, it was a bustling center of industry and commerce as a result of the timber boom. Hard times followed as the timber market declined, and then Mother Nature hit the town with two major floods in the 1920s. By the time of the Great Depression, Molino was a shadow of its former self and never entirely recovered. Because of Molino's industrial past and the changes in its fortunes through the years, it sets the story of *The Way We Worked* within a local context.

This exhibit provides the ideal opportunity for the Library and its partners to work together to preserve and promote the wealth of history in the area. In accordance with our mission and strategic goals, the West Florida Public Library aims to promote a deeper understanding of local history by exposing the community to the rich heritage of Escambia County's interior that tends to get overlooked in favor of more developed sites near the coast. We hope that by raising awareness of the Molino community's historic significance, the Molino Mid-County Historical Society will attract the investment needed to preserve additional sites in the area, including the old jail and other structures in need of rescue.

Community Collaboration

Community collaboration is at the heart of our program to support *The Way We Worked* during its time in the area. The West Florida Public Library has always enjoyed strong partners in all its initiatives. The system enjoys solid support from residents and elected officials. In 2013, the Escambia County Board of Commissioners voted to create a municipal service taxing unit to provide for a dedicated funding source for the library. This move highlights the importance our area places on the services which the West Florida Public Library provides.

Past programs and exhibitions have resulted in numerous community partnerships. The 400+ members of the Friends of West Florida Public Library (the Friends) work tirelessly to provide volunteer hours and funding to support library initiatives. This 41 year-old organization exists solely to support the library system. It has been a partner in nearly all library programs. The Friends once again have pledged resources to ensure *The Way We Worked* is a success.

In addition to our dedicated support organization, several community organizations have agreed to support the West Florida Public Library's bid for *The Way We Worked*. Organizations have agreed to provide presenters, program development, cross-promotion, etc. The list of supporters continues to grow. At the time of our application, we have secured the following partners:

Florida Public Archaeology Network – committed to identifying presenters and program opportunities, assisting in developing the program lineup, and cross-promoting programs.

Barrineau Park Historical Society – committed to identifying presenters and program opportunities, seeking additional community support, providing event space as needed, and assisting in publicity and promotion.

Friends of West Florida Public Library – committed to offering publicity, providing staffing as needed, and providing cash/in-kind support.

Molino Mid-County Historical Society – Committed to providing museum space for exhibit, storing shipping crates, providing venue for weeknight programs, identifying presenters and community support, and assisting in promotion.

University of West Florida Archaeology Institute – Committed to identifying presenters and program opportunities, assisting in developing program lineup, and cross-promoting programs.

University of West Florida Trust for Historic Preservation – Committed to providing programming for children and families.

In addition to the above organizations, we have reached out to several other organizations who have indicated a willingness to provide some form of support. These organizations include: the Greater Pensacola Chamber of Commerce, the Alger-Sullivan Historical Society, the African American Heritage Society, and Molino Park Elementary School.

Preliminary Programming

Because of its many years of continuous settlement, Escambia County is fertile ground for exploring the past from a variety of perspectives. We anticipate beginning our program series in advance of the exhibit's installation in order to cultivate early interest. In order to attract the widest possible range of audiences, we have collaborated with our partners to develop the following preliminary program lineup:

Dr. John Bratten – *The History of Cypress Logging on the Escambia River*

Teniade Broughton – *Black Labor in Pensacola between Reconstruction and Jim Crow*

Sheyna Marcey – *Children at Work and Play*

Raymon Melvin – *Turpentine and Naval Stores Production in the Piney Woods*

Dr. Brian Rucker – *The History of Escambia County's Brickyards*

Margo Stringfield – *African American Grave Markers and the Craftsmen Who Built Them*

Dr. John Worth – *Mission San José de Escambe: Molino's First Workplace*

In addition to these programs, we have identified potential presenters on topics such as:

- The History and Culture of the Snapper Fishing Industry

- Changing Agricultural Patterns
- Keeping the Home Fires Burning (Homesteading)
- The Railroad Industry in Escambia County
- The Military and Supporting Industries
- Moonshine and Rum-Running
- Sawmills and Logging Camps
- Technology – The Future of Work in Escambia County

We are confident that these options will appeal to people of diverse backgrounds and interests, and we are committed to providing programs for both adults and children. In addition to at least two dedicated children’s programs, we will work with the elementary school serving the Molino community to ensure that each student has the opportunity to visit the museum while *The Way We Worked* is in town.

Complementary Resources

The Way We Worked allows for a huge range of possibilities to engage the community beyond the traveling exhibit itself. We will develop brochures and bookmarks to begin generating interest in the exhibit well before its arrival. These advance publicity items will serve the dual purpose of promoting *The Way We Worked* while introducing people to the hidden treasures of Escambia County’s history.

In order to tie in the story of *The Way We Worked* to our local history, the West Florida Public Library will work with our partners and graphic designers to create a professional-quality complementary exhibit focusing on the history of work in Escambia County. Tentatively titled *Escambia at Work*, the exhibit will be highly portable and, in addition to being on display at the Molino Community Center at the same time as *The Way We Worked*, will rotate to sites throughout the county, including library branches, partner organizations, and the Greater Pensacola Chamber of Commerce.

We anticipate an additional complementary art exhibit to be housed in the Molino Branch Library for the duration of the national exhibit. The Molino Mid-County Historical Society will commission local artists to depict scenes from Molino’s history. Not only will this appeal to an entirely different audience, but we hope this will inspire visitors’ imaginations and excite them about the possibilities of additional community preservation.

In addition to creating reading lists for both adults and children, we hope to work with Molino Park Elementary School to develop lessons plans that introduce students in all grades to the history of their community, culminating in a field trip to visit the Old Molino Museum.

September 15, 2014

Michael Lane
West Florida Public Library
239 N. Spring St
Pensacola, FL 32502



Dear Mike:

Please find the enclosed Affiliate Agreement between the County of Escambia and the Florida Humanities Council (FHC) for the 2015-2016 Museum on Main Street (MoMS) program. The Agreement details your responsibilities while hosting the "Way We Worked" exhibit, as well as outlines the use of FHC funds during the project period.

After review of the Agreement, please return the following items to FHC in one package:

- ONE signed Agreement
- Official documentation certifying non-profit status (i.e. IRS determination letter, articles of incorporation, by-laws, etc...)
- Initial Cash Request – Using the form found on the FHC website (www.flahum.org/moms), you may request the first installment of FHC funds (45%) at this time.

In addition, please put **December 5, 2014** on your calendar to attend the required MoMS Project Director workshop that will be held at the Palm Harbor Historical Museum in Palm Harbor. Additional workshop information will be sent as the date approaches.

I look forward to working with you to bring this amazing exhibit to your community. Please contact me at 727-873-2001 or abuell@flahum.org if you have any questions, and congratulations on being selected to participate in this wonderful program!

Sincerely,

A handwritten signature in cursive script that reads "Alex Buell".

Alex Buell
Program Coordinator

MUSEUM ON MAIN STREET AFFILIATE AGREEMENT

between the Florida Humanities Council and the
County of Escambia (Affiliate)



This Agreement and the Affiliate's original application set forth the terms and conditions upon which the Florida Humanities Council (FHC) has awarded funds to the Affiliate for the purposes specified in the approved Museum on Main Street (MOMS) application.

Contract Number: CC_MOMS_MOLI_1415
Contract Period: September 1, 2014 – July 31, 2016
Contract Amount: \$6,000
Minimum Cost Share: \$6,000

Exhibition Schedule:

The schedule for the 2015-2016 *The Way We Worked* exhibit is as follows:

1. July 18 – Aug 29, 2015: W. T. Bland Public Library, Mount Dora
2. Sept 5 – Oct 17, 2015: Pinecrest Gardens, Pinecrest
3. Oct 24 – Dec 5, 2015: Mulberry Phosphate Museum, Mulberry
4. Dec 12, 2015 – Jan 23, 2016: Amelia Island Museum of History, Fernandina Beach
5. Jan 30 – March 12, 2016: Apalachicola Museum of Art, Apalachicola
6. March 19 – April 30, 2016: The Old Molino Museum, Molino

FHC reserves the right to alter this schedule in the event of unforeseen circumstances.

The Affiliate agrees to administer the contract in compliance with the MOMS General Provisions and Certifications which follow.

GENERAL PROVISIONS

Payments: All funds will be made payable to the Affiliate identified above. Any changes to payee must be pre-approved by FHC. Affiliate and assigned Project Director are responsible for the fiscal and programmatic management of all project activities. Due to federal reporting requirements, affiliates must also maintain an active DUNS number and SAM account in order to receive any FHC funding. Please refer to the attached Federal Guidelines for more information.

Upon receipt by FHC of ONE signed Affiliate Agreement, funds may be requested by the Affiliate in accordance with the following schedule:

- 45% of funds upon receipt of signed Agreement and submission of initial cash request
- 45% of funds upon delivery of exhibit and submission of interim cash request
- 10% of funds upon receipt and approval of required final reports

Changes: By signing this Agreement, Affiliate agrees to carry out the project according to the MOMS General Guidelines, during the contract period specified, and within the approved budget. Any changes to the scope or objectives of the project, the MOMS Project Director, the duration of the project, or the project budget must be approved in writing by FHC. Unapproved changes may result in loss of some or all funds covered by this contract.

Limitations on the Use of Funds: Affiliate must comply with all allowable cost principles outlined in either OMB Circular A122, *Cost Principles for Nonprofit Organizations* or OMB Circular A-21 *Cost Principles for Educational Institutions*. In addition, funds may only be obligated during the specified contract period and in accordance with the originally approved Application budget. Funds may not be used to pay costs of food, drink, entertainment, or social activities.

Financial Records / Affiliate Cost Share: All expenditures must be recorded and reported on the appropriate FHC financial form at the conclusion of the project. Receipts and other financial records, including documentation of all in-kind contributions, must be kept by Affiliate for potential audit for a period of at least five years after the contract closes. Documented cost share should include all program expenses not covered by funds from FHC including site staffing, food, and additional miscellaneous expenses. Affiliate must document a minimum one-to-one match for all FHC funds received and expended.

Exhibition Transportation: FHC will manage and pay for the transportation of the *Way We Worked* exhibit between sites. FHC-provided transportation will arrive with the exhibit at a TBD time the Tuesday before your scheduled opening. FHC-provided transportation will pick up the exhibit at a TBD time the Tuesday after your exhibit closes. Affiliates are required to have the exhibit fully packed and ready for transport by the end of business day on the Monday after the exhibition closes. Affiliates are also required to provide at least two staff members or volunteers to assist in the loading and unloading of the exhibit. Please note that loading/unloading may take place outside of normal business hours.

Fees or Charges: No admission or other fees may be charged to any participant in any activities conducted under this contract unless specifically approved in writing by FHC.

Right to Reproduce: The federal government and FHC reserve a non-exclusive license to use and reproduce, without payment, any produced materials, including copyrighted material, arising out of this project.

Acknowledgement of Support / Guidelines for Logo Use: The exhibition credit line, Smithsonian Institution logo and FHC logo, must appear on all exhibition-related promotional materials. Examples of such materials include, but are not limited to, invitations, banners, signage, posters, brochures, postcards, and all media announcements. The Smithsonian and FHC logos must be included when possible and local sponsor logos should be smaller and separated from these two primary logos. Samples of acceptable credit lines, sponsor logos, and guidelines for logo use can be found in the *Way We Worked* support manual and on the FHC website (www.flahum.org/moms)

Termination: FHC reserves the right to terminate this contract at any time if, in sole discretion, it determines that the Affiliate has made any misrepresentations, has in any way misappropriated FHC funds, or has done anything inconsistent with the signed Contract. If within one year, the project has not started or no funds have been requested, the contract may also be terminated.

Reporting: FHC requires the submittal of TWO copies of each of the following reports:

- Smithsonian Institution Exhibit Close-Out report – due within 3 weeks of your exhibition's closing date
- Project Director's Final Report and Financial Report – due within 30 days of your last MOMS-related event or by August 31, 2015, whichever comes first

All required reporting forms can be found on the FHC website (www.flahum.org/moms).

Because all funds awarded by FHC are provided by the National Endowment for the Humanities, FHC is required to provide the following federal funding information to all affiliates:

Award CFDA #: 45.129
NEH grant award #: SO-50588-14

CERTIFICATIONS

By signing this Agreement, Affiliate certifies compliance with the following government-wide requirements:

1. **Uniform Administrative Requirements:** The uniform administrative requirements of the Office of Management and Budget Circular A-110 (2 CFR Part 215) apply to all affiliates.
2. **Non-Profit Status:** Affiliate certifies that the sponsoring organization is not an agency of the federal government, a for-profit business, or an individual. Affiliate will also provide official documentation (i.e. Articles of Incorporation, IRS determination letters, By-Laws, Constitutions, etc.) which demonstrate that the organization is either an unincorporated association, a non-profit or not-for-profit corporation.
3. **Nondiscrimination Statutes:** Affiliate certifies that it will comply with the following non-discrimination statutes and their implementing regulations:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.)
 - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
 - c. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213)
4. **Lobbying Activities:** Affiliate certifies that it will comply with the Byrd Anti-Lobbying Amendment as described in (31 U.S.C. 1352) and (18 U.S.C. 1913)
5. **Drug-Free Workplace Requirements:** Affiliates are required to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
6. **Debarment and Suspension:** Affiliates are prohibited from doing business with any organization or person if they have been debarred or suspended by any federal department or agency (2CFR Parts 180 and 3369)
7. **Labor Standards:** Affiliates are subject to the labor standards set forth in 29 CFR Part 505 and the Davis-Beacon Act as amended (40 U.S.C. 276a through 276a-5)

REQUIRED SIGNATURES

In signing this Agreement, the signatories below acknowledge that they have been authorized by the Affiliate agency to sign on its behalf and that they have read, understood and agree to the terms and conditions of the Museum on Main Street Affiliate Agreement. Signatories also certify that the affiliate has, and will maintain, a current DUNS number and SAM account number throughout the funding period.

Project Director Signature

Dr. Rebecca Temple
Printed Name

Chair, WFPL Board of Governance
Title

Date


Janine Farver, Executive Director, Florida Humanities Council / Date

Fiscal Officer Signature

Pam Childers
Printed Name

Clerk of the Circuit Court
Title

Date

9-11-14





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6743

County Administrator's Report 10. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Install Refurbish and Removal of Pavement Markings and Associated Items PD 13-14.084

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Install Refurbish and Removal of Pavement Markings and Associated Items - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity Indefinite Delivery Contract, #PD 13-14.084, Install, Refurbish and Removal of Pavement Markings and Associated Items, and approve the Agreement Relating to Pavement Markings between Gulf Coast Traffic Engineers, Inc., and Escambia County, for the annual budgeted amount of \$300,000, for a term of three years.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, \$300,000]

BACKGROUND:

The Office of Purchasing advertised the solicitation September 1, 2014 in the Pensacola News Journal. Two bids were received on September 10, 2014.

BUDGETARY IMPACT:

Funding: Fund 175 Transportation Trust Fund, Cost Center 211201, Object Code 54601, \$300,000.

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order. The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab
agreement

AGREEMENT RELATING TO PAVEMENT MARKINGS PD 13-14.084

This Agreement is made this ____ day of _____, 2014, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Gulf Coast Traffic Engineers, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-1104811, and whose principal address is 8203 Kipling Street, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for installation, refurbishment, and removal of pavement markings and associated items (PD 13-14.084); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. 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 upon the date last executed by the parties and continue for a term of three (3) years.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of 3.5 years.

3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 13-14.084, attached hereto as Composite Exhibit "1". 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 September 10, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "2". All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Work Orders. The County shall assign tasks to the Contractor in writing by issuing Work Orders relating to a blanket purchase order or by individual purchase order (Exhibits "1-A" and "1-B") on an as-needed basis. Time is of the essence in the performance of the work performed pursuant to this agreement. Each Work Order or purchase order issued to the Contractor shall include the task(s) to be accomplished and the time frame in which the tasks must be completed, to include a commencement and completion date. The Contractor shall review and sign each Work Order and return it to the County within three (3) calendar days. The Contractor shall not have the right of refusal but may request a later commencement and/or completion date, which may be approved at the County's sole discretion. The work shall be completed within the time frame set forth in the Work Order. Work performed prior to the commencement date specified in the Work Order shall be at the sole risk of the Contractor. Work not completed within the time frame established in the work order shall result in Liquidated Damages. If work may not be completed by the Contractor within the time frame established in the Work Order, the Contractor may submit a written request for an extension, which may be approved at the County's sole discretion. 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 the County on a monthly basis. Invoices shall reflect the number of hours expended and 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
- (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. 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: Gulf Coast Traffic Engineers, Inc.
Attention: Joel Enderson
8203 Kipling Street
Pensacola, Florida 32514

To: 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 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 of the Contractor.

13. 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.

14. 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, 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.

16. 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:

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 12/16/14

ATTEST: Pam Childers
Clerk of Circuit Court

By: _____
Deputy Clerk

(SEAL)

COUNTY:

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

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

CONTRACTOR:

Gulf Coast Traffic Engineers, Inc.

By: _____
Joel Enderson, Vice President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

Exhibit "B"

"Negotiated Amendment"

Contract PD

Installation, Refurbish and Removal of Pavement Markings and Associated Items

A. Description of services to be performed:

Line Item(s) and Unit Price(s)

Contractor: _____ Date Submitted to Contractor: _____

| Line Item # | Description of Work Item | Unit | Unit Price(s) | | |
|-------------|--------------------------|-------|---------------|------------|-------------|
| | | | 10 days | 15-30 days | 60-120 days |
| _____ | _____ | _____ | \$ _____ | \$ _____ | \$ _____ |
| _____ | _____ | _____ | \$ _____ | \$ _____ | \$ _____ |
| _____ | _____ | _____ | \$ _____ | \$ _____ | \$ _____ |

B. Time of Performance:

Contractor/Company Representative (Authorized to Bind Company) Title/Position Date

Contract Administrator Title/Position Date

Note to Contractor:

The above signed agree that all unit prices listed above will serve as additions to the existing Contract. It is understood that there are no guaranteed minimum quantities associated with any of the Work items listed above.



SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the work required by the Contract Documents.

This contract will be awarded for a three (3) period. This contract involves the layout, installation, refurbishing and removal of paint, thermoplastic, textured pavement, raised pavement markings, galvanized post type and flexible channel post delineators for capital improvement and maintenance projects throughout Escambia County. Work will consist of the installation of paint, thermoplastic, textured pavement, raised pavement marker (rpm's), wheel stops, galvanized post type and flexible channel post delineators. Work will also include the removal (scarify) of old paint and thermoplastic markings, with proper disposal by the contractor in accordance with federal, state and local requirements including FDOT, DEP and EPA. Installation of new and refurbished paint or thermoplastic must complete a retro-reflectivity reading (Exhibit "C") and comply with FDOT. Work authorized under this contract may be originated through the issuance of Work Orders relating to a Blanket Purchase Order or by individual Purchase Orders. All Work Orders will require a signed agreement (Exhibit "A"), returned to the County before work can begin. There is no minimum quantity of work guaranteed under this solicitation; all Work Orders will define the scope of services required at the time of issuance.

Install, Refurbish, and Removal of Pavement Markings and Associated Items *Technical Specifications*

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A.** Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

- B.** Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:
 - 1.** Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17347, 17352 and 17359, latest edition.

 - 2.** Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, latest edition.

 - 3.** USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.

GENERAL EXCEPTIONS: Any reference to FDOT Standard Specifications for Road and Bridge Construction (latest edition) Division I General Requirements & Covenants shall be excluded and not applicable to any specification referred herein, or otherwise listed in this document.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County Contract Administrator, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County Contract Administrator may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, latest edition.

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, latest edition.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, latest edition.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, latest edition.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, latest edition.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retro-reflectivity readings certifying that the materials (*Exhibit C*) meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT / PAYMENT

4.1 METHOD OF MEASUREMENT

The County Contract Administrator or project manager may specify a lump sum or unit of measurement for quantities in place.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, MOT, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Exhibit "A"
"Work Order"

Escambia County Transportation & Traffic Operations
3363 West Park Place, Pensacola, Florida 32505
(850) 595-3404 FAX (850) 595-3405
Date: _____

Contract PD _____ POC _____ WOF _____ Contractor: _____
Installation, Refresh and Removal of Pavement Markings and Associated Items Term Contract

Description of services to be performed:

Location work is to be performed:

Negotiated cost of construction:

\$ _____

Period of time services are to be accomplished

Start Date:

Completion Date:

Note: Within ten (10) calendar days after receipt of the Contractors Acceptance, prepare and submit to County, a progress schedule for the Work Order issued.

| Item No. | Item Description of Work Order | Quantity | Unit | 0-10 Days | Ext. | 15-30 Days | Ext. | 60-120 Days | Ext. |
|--|--------------------------------|----------|------|-----------|------|------------|------|-------------|------|
| PART 2 APPLICATIONS PAINT MARKINGS (WHITE YELLOW) | | | | | | | | | |
| SubTotal | | | | \$ _____ | | \$ _____ | | \$ _____ | |

| Item No. | Item Description of Work Order | Quantity | Unit | 0-10 Days | Ext. | 15-30 Days | Ext. | 60-120 Days | Ext. |
|--|--------------------------------|----------|------|-----------|------|------------|------|-------------|------|
| PART 2 APPLICATIONS PAINT MARKINGS (WHITE YELLOW) | | | | | | | | | |
| SubTotal | | | | \$ _____ | | \$ _____ | | \$ _____ | |

| Item No. | Item Description of Work Order | Quantity | Unit | 0-10 Days | Ext. | 15-30 Days | Ext. | 60-120 Days | Ext. |
|---|--------------------------------|----------|------|-----------|------|------------|------|-------------|------|
| NECESSARY DEVIATION ONLY FOR INSTALLATION OF PAVEMENT MARKINGS | | | | | | | | | |
| SubTotal | | | | \$ _____ | | \$ _____ | | \$ _____ | |

| Item No. | Item Description of Work Order | Quantity | Unit | 0-10 Days | Ext. | 15-30 Days | Ext. | 60-120 Days | Ext. |
|--|--------------------------------|----------|------|-----------|------|------------|------|-------------|------|
| PAVEMENT MARKING INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND CURB MARKINGS | | | | | | | | | |
| SubTotal | | | | \$ _____ | | \$ _____ | | \$ _____ | |

| Item No. | Item Description of Work Order | Quantity | Unit | 0-10 Days | Ext. | 15-30 Days | Ext. | 60-120 Days | Ext. |
|--|--------------------------------|----------|------|-----------|------|------------|------|-------------|------|
| NECESSARY DEVIATION ONLY FOR INSTALLATION, RELOCATION AND REMOVAL OF WHEEL STOP | | | | | | | | | |
| SubTotal | | | | \$ _____ | | \$ _____ | | \$ _____ | |

| | | | | | | | | | |
|----------|--|--|--|----------|--|----------|--|----------|--|
| SubTotal | | | | \$ _____ | | \$ _____ | | \$ _____ | |
| Total | | | | \$ _____ | | \$ _____ | | \$ _____ | |

Practicable Schedule for Work Accomplishment Requested (Sent to contractor):

Signature of Escambia County Project Manager _____ Date _____

Contractor Concurrence with Schedule for Work Accomplishment (Receive):

Contractor Representative _____ Date _____

Work Order Approved & Issued:

Signature of Escambia County Representative (Chief of Division) _____ Date _____

Contractor's Signature of Receipt and Acceptance of Negotiated Work Order _____ Date _____

Contractor's Signature of Completion (Notification of Completion) _____ Date _____

Proposed Completion Date (starting date of 2-year warranty) _____

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
CLAUDIA SIMMONS

Purchasing Manager
 Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32591-1591
 Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid
 INSTALL, REFURBISH, AND REMOVAL OF
 PAVEMENT MARKINGS AND ASSOCIATED ITEMS
 SOLICITATION NUMBER: PD 13-14.084

SOLICITATION

MAILING DATE: Tuesday, September 2, 2014

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, September 10, 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:
59-1104811

TERMS OF PAYMENT:
NET- 30

DELIVERY DATE WILL BE 0-10 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Gulf Coast Traffic Engineers, Inc

REASON FOR NO OFFER:

ADDRESS: 8203 Kipling Street

CITY, ST. & ZIP: Pensacola, Florida 32514

PHONE NO.: (850) 478-7066

TOLL FREE NO.: ()

FAX NO.: (850) 476-0244

BID BOND ATTACHED \$ 1,000.00-Cashiers Check

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.

Joel E. Enderson -Vice President
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Joel E. Enderson
 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

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor Gulf Coast Traffic Engineers, Inc

By _____ Date _____
 County Administrator

By _____ Date _____
 Signature of Person Authorized to Sign

WITNESS _____ Date _____

ATTEST _____ Date _____
 Corporate Secretary

WITNESS _____ Date _____

[CORPORATE SEAL]

ATTEST _____ Date _____
 Witness

Awarded Date _____

ATTEST _____ Date _____
 Witness

Effective Date _____



BID FORM
Specification Number
Installation, Refurbish and Removal of Pavement Markers Term Contract

Date: 10 Sept 2014

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

In accordance with you "Invitation for Bids" and "Instructions to Bidders" for "Installation, Refurbish and Removal of Pavement Markers Term Contract" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

PART I: APPLICATION OF PAINT MARKINGS (WHITE, YELLOW, BLUE, RED)

| ITEM # | Description of Work Order Items | Unit | 10 days 500.00 | 15-30 days* 500.00 | 60-120 days* 500.00 |
|--------|---|------|-------------------|-----------------------|------------------------|
| PO100 | Skip Stripe, 4", 10'-30' Skip | GM | .70 | .70 | .70 |
| PO101 | Skip Stripe, 4", 10'-30' Skip | LF | .70 | .70 | .70 |
| PO102 | Skip Stripe, 4", 6'-10' Skip | LF | .70 | .70 | .70 |
| PO103 | Skip Stripe, 4", 2'-4' Skip | LF | .70 | .70 | .70 |
| PO104 | Solid Stripe, 4" | LF | 800.00 | 700.00 | 700.00 |
| PO105 | Solid Stripe, 4" | GM | 550.00 | 550.00 | 550.00 |
| PO106 | Skip Stripe, 6", 10'-30' Skip | GM | .80 | .90 | .90 |
| PO107 | Skip Stripe, 6", 10'-30' Skip | LF | .90 | .90 | .90 |
| PO108 | Skip Stripe, 6", 6'-10' Skip | LF | .90 | .90 | .90 |
| PO109 | Skip Stripe, 6", 2'-4' Skip | LF | .90 | .90 | .90 |
| PO110 | Solid Stripe, 6" | GM | 850.00 | 750.00 | 750.00 |
| PO111 | Solid Stripe, 6" | LF | .90 | .90 | .90 |
| PO112 | Solid Stripe, 12" | LF | 3.50 | 3.50 | 3.50 |
| PO113 | Solid Stripe, 18" | LF | 4.50 | 4.50 | 4.50 |
| PO114 | Solid Stripe, 24" | LF | 5.50 | 5.50 | 5.50 |
| PO115 | Directional Arrow, Single-headed, 12SF | EA | 10.00 | 10.00 | 10.00 |
| PO116 | Directional Arrow, Single-headed, 16SF | EA | 12.00 | 12.00 | 12.00 |
| PO117 | Directional Arrow, Double-headed, 27SF | EA | 15.00 | 15.00 | 15.00 |
| PO118 | "Bump" Pavement Message | EA | 12.00 | 12.00 | 12.00 |

PART I: APPLICATION OF PAINT MARKINGS (continued)

| ITEM # | Description of Work Order Items | Unit | 10 days | 15-30 days* | 60-120 days* |
|--------|--|------|---------|-------------|--------------|
| | | | 15.00 | 15.00 | 15.00 |
| PO119 | Removal "Bump Pavement Message | EA | 12.00 | 12.00 | 12.00 |
| PO120 | Hump Markings (Ref: 3B-29 "A") MUTCD | EA | 15.00 | 15.00 | 15.00 |
| PO121 | Hump Markings (Ref: 3B-30 "A") MUTCD | EA | 20.00 | 20.00 | 20.00 |
| PO122 | Hump Markings (Ref: 3B-31 "Advance") MUTCD | EA | 100.0 | 100.00 | 100.00 |
| PO123 | Combination (Ref: 3B-29 "A" & Advance) MUTCD | EA | 100.00 | 100.00 | 100.00 |
| PO124 | "Lane" Pavement Message | EA | 15.00 | 15.00 | 15.00 |
| PO125 | "Left" Pavement Message | EA | 15.00 | 15.00 | 15.00 |
| PO126 | "Merge" Pavement Message | EA | 20.00 | 20.00 | 20.00 |
| PO127 | "Only" Pavement Message | EA | 20.00 | 20.00 | 20.00 |
| PO128 | "Ped Xing" Pavement Message | EA | 50.00 | 50.00 | 50.00 |
| PO129 | "Right" Pavement Message | EA | 25.00 | 25.00 | 25.00 |
| PO130 | "RXR" Pavement Message | EA | 60.00 | 60.00 | 60.00 |
| PO131 | "School" Pavement Message | EA | 70.00 | 70.00 | 70.00 |
| PO132 | "Stop" Pavement Message | EA | 50.00 | 50.00 | 50.00 |
| PO133 | "Yield" Pavement Message | EA | 30.00 | 30.00 | 30.00 |
| PO134 | Approach Yield (Ref: 3B-14a) MUTCD | EA | 20.00 | 20.00 | 20.00 |
| PO135 | Approach Yield (Ref: 3B-14b) MUTCD | EA | 20.00 | 20.00 | 20.00 |
| PO136 | "Turn" Pavement Message | EA | 15.00 | 15.00 | 15.00 |
| PO137 | Diamond Pavement Message | EA | 10.00 | 10.00 | 10.00 |
| PO138 | Bike Symbol Pavement Message | EA | 20.00 | 20.00 | 20.00 |
| PO139 | Bike Symbol "Arrow" | EA | 15.00 | 15.00 | 15.00 |
| PO140 | Bike Symbol & Arrow | EA | 35.00 | 35.00 | 35.00 |
| PO141 | 5' Handicapped Symbol Pavement Message | EA | 25.00 | 25.00 | 25.00 |
| PO142 | | | | | |

PART I: APPLICATION OF PAINT MARKINGS (continued)

| ITEM # | Description of Work Order Items | Unit | 10 days | 15-30 days* | 60-120 days* |
|--------|--|------|-----------------|-----------------|-----------------|
| PO143 | 3' Handicapped Symbol Pavement Message | EA | <u>15.00</u> | <u>15.00</u> | <u>15.00</u> |
| PO144 | Removal of Paint Markings | LF | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| PO145 | Removal of Paint Markings | SF | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |
| PO146 | Solid Stripe, 4" (BLUE) | LF | <u>1.00</u> | <u>1.00</u> | <u>1.00</u> |
| PO147 | Solid Stripe, 6" (BLUE) | LF | <u>1.50</u> | <u>1.50</u> | <u>1.50</u> |
| PO148 | Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD | EA | <u>30.00</u> | <u>30.00</u> | <u>30.00</u> |
| PO149 | Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD | EA | <u>30.00</u> | <u>30.00</u> | <u>30.00</u> |
| PO150 | Temporary Removal Tape 6" White | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| PO151 | Temporary Removal Tape 6" Blue | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| PO152 | Temporary Removable Tape Handicap Emblem | EA | <u>20.00</u> | <u>20.00</u> | <u>20.00</u> |
| | Sub-total | | <u>3,668.40</u> | <u>3,468.40</u> | <u>3,468.40</u> |

PART II: APPLICATION OF THERMOPLASTIC MARKINGS (WHITE, YELLOW, BLUE, RED)

| ITEM # | Description of Work Order Items | Unit | 10 days | 15-30 days* | 60-120 days* |
|--------|--|------|----------------|----------------|----------------|
| TO100 | Skip Stripe, 4", 10'-30' Skip | GM | <u>1600.00</u> | <u>1500.00</u> | <u>1500.00</u> |
| TO101 | Skip Stripe, 4", 10'-30' Skip | LF | <u>1.80</u> | <u>1.80</u> | <u>1.80</u> |
| TO102 | Skip Stripe, 4", 6'-10' Skip | LF | <u>1.80</u> | <u>1.80</u> | <u>1.80</u> |
| TO103 | Skip Stripe, 4", 2'-4' Skip | LF | <u>1.80</u> | <u>1.80</u> | <u>1.80</u> |
| TO104 | Solid Stripe, 4" | LF | <u>1.80</u> | <u>1.80</u> | <u>1.80</u> |
| TO105 | Solid Stripe, 4" | GM | <u>3100.00</u> | <u>3000.00</u> | <u>3000.00</u> |
| TO106 | Skip Stripe, 6", 10'-30' Skip | GM | <u>1700.00</u> | <u>1600.00</u> | <u>1600.00</u> |
| TO107 | Skip Stripe, 6", 10'-30' Skip | LF | <u>1.90</u> | <u>1.90</u> | <u>1.90</u> |
| TO108 | Skip Stripe, 6", 6'-10' Skip | LF | <u>1.90</u> | <u>1.90</u> | <u>1.90</u> |
| TO109 | Skip Stripe, 6", 2'-4' Skip | LF | <u>1.90</u> | <u>1.90</u> | <u>1.90</u> |
| TO110 | Solid Stripe, 6" | GM | <u>3500.00</u> | <u>3400.00</u> | <u>3400.00</u> |
| TO111 | Solid Stripe, 6" Audible and Vibratory | GM | <u>4800.00</u> | <u>4800.00</u> | <u>4800.00</u> |
| TO112 | Solid Stripe, 6" | LF | <u>1.90</u> | <u>1.90</u> | <u>1.90</u> |
| TO113 | Solid Stripe, 6" Audible and Vibratory | LF | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| TO114 | Solid Stripe, 12" | LF | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| TO115 | Solid Stripe, 18" | LF | <u>6.00</u> | <u>6.00</u> | <u>6.00</u> |
| TO116 | Solid Stripe, 24" | LF | <u>7.00</u> | <u>7.00</u> | <u>7.00</u> |
| TO117 | Directional Arrow, Single-headed, 12SF | EA | <u>15.00</u> | <u>15.00</u> | <u>15.00</u> |
| TO118 | Directional Arrow, Single-headed, 16SF | EA | <u>70.00</u> | <u>70.00</u> | <u>70.00</u> |
| TO119 | Directional Arrow, Double-headed, 27SF | EA | <u>90.00</u> | <u>90.00</u> | <u>90.00</u> |
| TO120 | "Bump" Thermoplastic Message | EA | <u>150.00</u> | <u>150.00</u> | <u>150.00</u> |
| TO121 | Removal "Bump Thermoplastic Message | EA | <u>30.00</u> | <u>30.00</u> | <u>30.00</u> |
| TO122 | Hump Markings (Ref: 3B-29 "A") MUTCD | EA | <u>150.00</u> | <u>150.00</u> | <u>150.00</u> |
| TO123 | Hump Markings (Ref: 3B-30 "A") MUTCD | EA | <u>175.00</u> | <u>175.00</u> | <u>175.00</u> |
| TO124 | Hump Markings (Ref: 3B-31 "Advance") MUTCD | EA | <u>360.00</u> | <u>360.00</u> | <u>360.00</u> |

PART II: APPLICATION OF THERMOPLASTIC MARKINGS (continued)

| ITEM # | Description of Work Order Items | Unit | 10 days | 15-30 days* | 60-120 days* |
|--------|--|------|---------------|---------------|---------------|
| TO125 | Combination (Ref: 3B-29 "A" & Advance) MUTCD | EA | <u>300.00</u> | <u>300.00</u> | <u>300.00</u> |
| TO126 | Combination (Ref: 3B-30 "A" & Advance) MUTCD | EA | <u>300.00</u> | <u>300.00</u> | <u>300.00</u> |
| TO127 | "Lane" Thermoplastic Message | EA | <u>40.00</u> | <u>40.00</u> | <u>40.00</u> |
| TO128 | "Left" Thermoplastic Message | EA | <u>40.00</u> | <u>40.00</u> | <u>40.00</u> |
| TO129 | "Merge" Thermoplastic Message | EA | <u>50.00</u> | <u>50.00</u> | <u>50.00</u> |
| TO130 | "Only" Thermoplastic Message | EA | <u>50.00</u> | <u>50.00</u> | <u>50.00</u> |
| TO131 | "Ped Xing" Thermoplastic Message | EA | <u>70.00</u> | <u>70.00</u> | <u>70.00</u> |
| TO132 | "Right" Thermoplastic Message | EA | <u>40.00</u> | <u>40.00</u> | <u>40.00</u> |
| TO133 | "RXR" Thermoplastic Message | EA | <u>220.00</u> | <u>220.00</u> | <u>220.00</u> |
| TO134 | "School" Thermoplastic Message | EA | <u>150.00</u> | <u>150.00</u> | <u>150.00</u> |
| TO135 | "Stop" Thermoplastic Message | EA | <u>100.00</u> | <u>100.00</u> | <u>100.00</u> |
| TO136 | "Yield" Thermoplastic Message | EA | <u>40.00</u> | <u>40.00</u> | <u>40.00</u> |
| TO137 | Approach Yield (Ref: 3B-14a) MUTCD | EA | <u>50.00</u> | <u>50.00</u> | <u>50.00</u> |
| TO138 | Approach Yield (Ref: 3B-14b) MUTCD | EA | <u>70.00</u> | <u>70.00</u> | <u>70.00</u> |
| TO139 | "Turn" Thermoplastic Message | EA | <u>40.00</u> | <u>40.00</u> | <u>40.00</u> |
| TO140 | Diamond Thermoplastic Message | EA | <u>20.00</u> | <u>20.00</u> | <u>20.00</u> |
| TO141 | Bike Symbol Thermoplastic Message | EA | <u>150.00</u> | <u>150.00</u> | <u>150.00</u> |
| TO142 | Bike Symbol "Arrow" | EA | <u>50.00</u> | <u>50.00</u> | <u>50.00</u> |
| TO143 | Bike Symbol & Arrow | EA | <u>200.00</u> | <u>200.00</u> | <u>200.00</u> |
| TO144 | 5' Handicapped Symbol Thermoplastic Message | EA | <u>70.00</u> | <u>70.00</u> | <u>70.00</u> |
| TO145 | 3' Handicapped Symbol Thermoplastic Message | EA | <u>50.00</u> | <u>50.00</u> | <u>50.00</u> |
| TO146 | Removal of Thermoplastic Markings | LF | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| TO147 | Removal of Thermoplastic Markings | SF | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |

PART II: APPLICATION OF THERMOPLASTIC MARKINGS (continued)

| ITEM # | Description of Work Order Items | Unit | 10 days | 15-30 days* | 60-120 days* |
|--------|--|------|------------------|------------------|------------------|
| TO148 | Rumble Strips FDOT Index 518 (1 set) | EA | <u>125.00</u> | <u>125.00</u> | <u>125.00</u> |
| TO149 | Rumble Strips FDOT Index 518 (4 sets) | EA | <u>500.00</u> | <u>500.00</u> | <u>500.00</u> |
| TO150 | Solid Stripe, 4" (BLUE) | LF | <u>6.00</u> | <u>6.00</u> | <u>6.00</u> |
| TO151 | Solid Stripe, 6" (BLUE) | LF | <u>6.50</u> | <u>6.50</u> | <u>6.50</u> |
| TO152 | Removal of Combination (Ref: 3B-29 "A" & Advance) MUTCD | EA | <u>80.00</u> | <u>80.00</u> | <u>80.00</u> |
| TO153 | Removal of Combination (Ref: 3B-30 "A" & Advance) MUTCD | EA | <u>80.00</u> | <u>80.00</u> | <u>80.00</u> |
| TO154 | Removal of Thermoplastic Rumble Stripe FDOT Index 518 (1 set) | EA | <u>120.00</u> | <u>120.00</u> | <u>120.00</u> |
| TO155 | Removal of Thermoplastic Rumble Stripe FDOT Index 518 (4 sets) | EA | <u>200.00</u> | <u>200.00</u> | <u>200.00</u> |
| TO156 | Street Print Brand Textured Pavement, Brick, Red (w/layout & prep.) | SF | <u>30.00</u> | <u>30.00</u> | <u>30.0</u> |
| TO157 | Street Print Brand Textured Pavement, Brick, Red (refurbish only) | SF | <u>30.00</u> | <u>30.00</u> | <u>30.00</u> |
| | Sub-total | | <u>19,070.30</u> | <u>18,670.30</u> | <u>18,670.30</u> |

PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS*

| ITEM # | Description of Work Order Items | Unit | 10 days | 15-30 days* | 60-120 days* |
|--------|--|------|---------------|---------------|---------------|
| LO100 | Skip Stripe, 4", 10'-30' Skip | QM | <u>50.00</u> | <u>50.00</u> | <u>50.00</u> |
| LO 101 | Skip Stripe, 4", 10'-30' Skip | LF | <u>2.00</u> | <u>2.00</u> | <u>2.00</u> |
| LO102 | Skip Stripe, 4", 6'-10' Skip | LF | <u>2.00</u> | <u>2.00</u> | <u>2.00</u> |
| LO103 | Skip Stripe, 4", 2'-4' Skip | LF | <u>2.00</u> | <u>2.00</u> | <u>2.00</u> |
| LO104 | Solid Stripe, 4" | LF | <u>2.00</u> | <u>2.00</u> | <u>2.00</u> |
| LO105 | Solid Stripe, 4" | GM | <u>125.00</u> | <u>125.00</u> | <u>125.00</u> |
| LO106 | Skip Stripe, 6", 10'-30' Skip | GM | <u>125.00</u> | <u>125.00</u> | <u>125.00</u> |
| LO107 | Skip Stripe, 6", 10'-30' Skip | LF | <u>2.00</u> | <u>2.00</u> | <u>2.00</u> |
| LO108 | Skip Stripe, 6", 6'-10' Skip | LF | <u>2.00</u> | <u>2.00</u> | <u>2.00</u> |
| LO109 | Skip Stripe, 6", 2'-4' Skip | LF | <u>2.00</u> | <u>2.00</u> | <u>2.00</u> |
| LO110 | Solid Stripe, 6" | GM | <u>125.00</u> | <u>125.00</u> | <u>125.00</u> |
| LO111 | Solid Stripe, 6" | LF | <u>2.00</u> | <u>2.00</u> | <u>2.00</u> |
| LO112 | Solid Stripe, 12" | LF | <u>3.00</u> | <u>3.00</u> | <u>3.00</u> |
| LO113 | Solid Stripe, 18" | LF | <u>4.00</u> | <u>4.00</u> | <u>4.00</u> |
| LO114 | Solid Stripe, 24" | LF | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO115 | Directional Arrow, Single-headed, 12SF | EA | <u>3.00</u> | <u>3.00</u> | <u>3.00</u> |
| LO116 | Directional Arrow, Single-headed, 16SF | EA | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |
| LO117 | Directional Arrow, Double-headed, 27SF | EA | <u>15.00</u> | <u>15.00</u> | <u>15.00</u> |
| LO118 | "Bump" Thermoplastic Message | EA | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |
| LO119 | Hump Markings (Ref: 3B-29 "A") MUTCD | EA | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |
| LO120 | Hump Markings (Ref: 3B-30 "A") MUTCD | EA | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |
| LO121 | Hump Markings (Ref: 3B-31 "Advance") MUTCD | EA | <u>28.00</u> | <u>28.00</u> | <u>28.00</u> |

PART III: LAYOUT (ONLY) FOR INSTALLATION OF PAVEMENT MARKINGS (continued)

| ITEM # | Description of Work Order Items | Unit | 10 days | 15-30 days* | 60-120 days* |
|--------|--|------|---------------|---------------|---------------|
| LO122 | Combination (Ref: 3B-29 "A" & Advance) MUTCD | EA | <u>30.00</u> | <u>30.00</u> | <u>30.00</u> |
| LO123 | Combination (Ref: 3B-30 "A" & Advance) MUTCD | EA | <u>30.00</u> | <u>30.00</u> | <u>30.00</u> |
| LO124 | "Lane" Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO125 | "Left" Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO126 | "Merge" Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO127 | "Only" Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO128 | "Ped Xing" Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO129 | "Right" Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO130 | "RXR" Pavement Message | EA | <u>40.00</u> | <u>40.00</u> | <u>40.00</u> |
| LO131 | "School" Pavement Message | EA | <u>35.00</u> | <u>35.00</u> | <u>35.00</u> |
| LO132 | "Stop" Pavement Message | EA | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |
| LO133 | "Yield" Pavement Message | EA | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |
| LO134 | Approach Yield (Ref: 3B-14a) MUTCD | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO135 | Approach Yield (Ref: 3B-14b) MUTCD | EA | <u>20.00</u> | <u>20.00</u> | <u>20.00</u> |
| LO136 | "Turn" Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO137 | Diamond Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO138 | Bike Symbol Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO139 | Bike Symbol "Arrow" | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO140 | Bike Symbol & Arrow | EA | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |
| LO141 | Handicapped Symbol Pavement Message | EA | <u>5.00</u> | <u>5.00</u> | <u>5.00</u> |
| LO142 | Rumble Strips FDOT Index 518 (1 set) | EA | <u>10.00</u> | <u>10.00</u> | <u>10.00</u> |
| LO143 | Rumble Strips FDOT Index 518 (4 sets) | EA | <u>40.00</u> | <u>40.00</u> | <u>40.00</u> |
| | Sub-total | | <u>834.00</u> | <u>834.00</u> | <u>834.00</u> |

*Layout – Measuring and marking locations for pavement markings and associated items where none previously existed or previous locations are indiscernible.

PART IV: LAYOUT AND INSTALLATION OF REFLECTIVE PAVEMENT MARKINGS AND FLEXIBLE POST CHANNELIZERS (All Colors)

| ITEM # | Description of Work Order Items | Unit | 10 days | 15-30 days* | 60-120 days* |
|--------|--|------|---------|-------------|--------------|
| RO100 | Mono-directional Reflective (RPM), (F&I) | EA | 10.00 | 10.00 | 10.00 |
| RO101 | Bi-directional Reflective (RPM), (F&I) | EA | 10.00 | 10.00 | 10.00 |
| RO102 | Removal, Reflective Pavement Markers | EA | 1.00 | 1.00 | 1.00 |
| RO103 | Flexible Post C Delineators, 36" (F&I) | EA | 25.00 | 25.00 | 25.00 |
| RO104 | Removal, Flexible Post Delineators | EA | 2.00 | 2.00 | 2.00 |
| RO105 | Impact Recovery Flexible Delineators, 36" (F&I) | EA | 50.00 | 50.00 | 50.00 |
| RO106 | Impact Recovery Flexible Delineators, 48" (F&I) | EA | 60.00 | 60.00 | 60.00 |
| RO107 | Impact Recovery Flexible Delineators, 60" (F&I) | EA | 65.00 | 65.00 | 65.00 |
| RO108 | Type IV (Diamond Grade) 6" X 12" Delineators, post type, 7ft galvanized, U-Channel (2#/ft) | EA | 15.00 | 15.00 | 15.00 |
| | Sub-total | | 238.00 | 238.00 | 238.00 |

PART V: INSTALLATION, RELOCATION AND REMOVAL OF WHEEL STOPS

| ITEM # | Description of Work Order Items | Unit | 10 days | 15-30 days* | 60-120 days* |
|--------|---|------|---------|-------------|--------------|
| WO100 | 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, (F&I) | EA | 50.00 | 50.00 | 50.00 |
| WO100 | Relocate, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt | EA | 15.00 | 15.00 | 15.00 |
| WO100 | Remove, 6' long, Concrete or Rubber Wheel Stops Anchored with 12" Drift Pins, in existing asphalt | EA | 10.00 | 10.00 | 10.00 |
| | Sub-total | | 75.00 | 75.00 | 75.00 |

PART VI: NIGHT APPLICATION OF PAVEMENT MARKINGS AND ASSOCIATED ITEMS

Application of Pavement Markings and Associated Items to be performed between the hours of 8:00 p.m. and 6:00 a.m.

Work required by the County to be performed under Part VI will include a Flat Rate adder or a Percentage Rate adder by the contractor, to cover increased nighttime operational costs, in addition to the line item amounts. If the percentage amount is less than the Flat Rate amount, the flat Rate amount would supersede the Percentage.

Note: The Flat Rate should be the minimum additional cost the contractor considers is necessary for smaller jobs to compensate for increased nighttime operational costs.

Flat Rate
 adder = \$ 250.00

Percentage
 adder = \$ 23,885.70 (X) 0.01 % = \$ 238.86
 Total from Parts I - V
 (use subtotals in "10 days" column from
 parts I - V for this total)

Grand Total
 (Parts I - V) = \$ 23,885.70 (+) \$ 250.00 = \$ 24,135.70
 Total from Parts I - V
 (use subtotals in "10 days" column from
 parts I - V for this total) Larger adder from
 above

Definitions:

- EA - Each
- F&I - Furnish & Installation
- GM - Gross Mile (applicable to segments one mile or greater)
- LF - Linear Feet
- MUTCD - Manual of Uniform Traffic Control Devices
- RPM - Reflective Pavement Marker
- SF - Square Foot

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. N/A 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 296792
 Occupational License No. 73936 & 73924
 Florida DBPR Contractor's License, Certification and/or
 Registration No. _____
 Type of Contractor's License, Certification and/or
 Registration _____
 Expiration Date: Sept 2015

Bidder: Gulf Coast Traffic Engineers, Inc
 By: Joel E. Enderson -Vice President
 Signature: Joel E. Enderson
 Title: Vice President
 Address: 8203 Kipling Street
Pensacola, FL 32514

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:

| <u>Permit</u> | <u>Cost</u> |
|---------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Person to contact concerning this bid:

David E. Cook - Vice President
Phone/Toll Free/Fax # 850-478-7066

E-Mail Address: david@qcteinc.com

Home Page Address: 8203 Kipling Street
Pensacola, Florida 32514

Person to contact for emergency service:
David E. Cook - Vice President

Phone/Cell/Pager #: 850-554-4034

Person to contact for disaster service:
David E. Cook - Vice President

Home Address: 8203 Kipling Street
Pensacola, Florida 32514

Home Phone/Cell/Pager #: 850-554-4034

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1000.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6902

County Administrator's Report 10. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Recommendation to Approve Contract between Board of County Commissioners and Florida Department of Health in Escambia County 2014/15

From: John J. Lanza, MD, PhD, MPH, FAAP, Director

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the operation of the Escambia County Health Department for Contract Year 2014-2015:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services; Providing for an Effective Date," for the Contract year of October 1, 2014, through September 30, 2015; and

B. Authorize the Chairman to sign the Resolution and the Contract.

[The Escambia County Board of County Commissioners agrees to appropriate \$337,649 to the Escambia County Health Department for the Fiscal year October 1, 2014, through September 30, 2015]

BACKGROUND:

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health enter into a contract for the operation of the Escambia County Health Department, as authorized by Florida Statutes, Chapter 154.

BUDGETARY IMPACT:

The Escambia County Board of County Commissioners agrees to appropriate \$337,649 to Escambia County Health Department for the Fiscal year October 1, 2014, through September 30, 2015.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01 Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary care for special populations...The Department of Health shall enter into contracts with several counties for the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This recommendation requires the approval of the recommended Resolution and requires that the Board Chairman sign the attached contract.

Attachments

DOH Contract Resolution 14/15

DOH Contract 14/15

Resolution Number R2014-_____

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF CERTAIN MEDICAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into a contractual agreement for the provision of certain medical services with the State of Florida, Department of Health, Escambia County Health Department; and

WHEREAS, the Board of County Commissioners has considered the contract by and between the Escambia County Health Department and the Escambia County Board of County Commissioners and has determined the contract to be reasonable; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County that this contract be approved.

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

Section 1. That the attached contract dated October 1, 2014, between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department hereby is approved as presented.

Section 2. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2014.
Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 10/20/14

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

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

By: _____
Lumon J. May, Chairman

By: _____
Deputy Clerk

**CONTRACT BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE ESCAMBIA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2014-2015**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2014.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the County Health Departments created throughout Florida.

D. It is necessary for the parties hereto to enter into this Agreement in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2014, through September 30, 2015, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility as provided in Attachment II, Part II is an amount not to exceed \$ 9,327,979. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility as provided in Attachment II, Part II is an amount not to exceed \$ 337,649.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term

hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Escambia County
1295 W. Fairfield Drive
Pensacola, FL 32501

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for Statewide Services. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law

which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for Statewide Services has approved the transfer. The Deputy Secretary for Statewide Services shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2015 for the report period October 1, 2014 through December 31, 2014;

ii. June 1, 2015 for the report period October 1, 2014 through March 31, 2015;

iii. September 1, 2015 for the report period October 1, 2014 through June 30, 2015; and

iv. December 1, 2015 for the report period October 1, 2014 through September 30, 2015.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be

delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2015, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

Cynthia Rhodes
Name

Finance & Accounting Director
Title

1295 W. Fairfield Drive

Pensacola, FL 32501
Address

(850) 595-6417 x201
Telephone

For the County:

Amy Lovoy
Name

Budget Director
Title

P.O. Box 1597

Pensacola, FL 32501
Address

(850) 595-4956
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 20 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2014.

**BOARD OF COUNTY COMMISSIONERS
FOR ESCAMBIA COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: ~~Lumon May~~ Lumon J. May

TITLE: Chairman Escambia County BOCC

DATE: _____

ATTESTED TO: _____

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY _____
DEPUTY CLERK

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

Approved as to form and legal sufficiency:

SIGNED BY: _____

NAME: _____

TITLE: Asst City Atty

DATE: 9/25/14

SIGNED BY: _____

NAME: John H. Armstrong, MD

TITLE: Surgeon General/Secretary of Health

DATE: 9/16/14

SIGNED BY: _____

NAME: John J. Lanza, MD, PhD, MPH, FAAP

TITLE: CHD Director

DATE: _____

SIGNED BY: _____

NAME: Rodney Johnson

TITLE: Chief Counsel NW Law Office FDOH

DATE: 9-5-2014

ATTACHMENT I

ESCAMBIA COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

| | <u>Service</u> | <u>Requirement</u> |
|----|--|--|
| 1. | Sexually Transmitted Disease Program | Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384. |
| 2. | Dental Health | Periodic financial and programmatic reports as specified by the program office. |
| 3. | Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program) | Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures. |
| 4. | Healthy Start/ Improved Pregnancy Outcome | Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department. |
| 5. | Family Planning | Requirements as specified in Public Law 91-572, 42 U.S.C. 300, <i>et seq.</i> , 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines. |
| 6. | Immunization | Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization |

ATTACHMENT I (Continued)

- levels as documented in Florida. SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.
- Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

| | Estimated State Share of CHD Trust Fund Balance | Estimated County Share of CHD Trust Fund Balance | Total |
|---|---|--|-----------|
| 1. CHD Trust Fund Ending Balance 09/30/14 | 2,304,925 | 3,778,020 | 6,082,945 |
| 2. Drawdown for Contract Year October 1, 2014 to September 30, 2015 | 1,977,125 | 2,429,816 | 4,406,941 |
| 3. Special Capital Project use for Contract Year October 1, 2014 to September 30, 2015 | 0 | 0 | 0 |
| 4. Balance Reserved for Contingency Fund October 1, 2014 to September 30, 2015 | 327,800 | 1,348,204 | 1,676,004 |

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2014 to September 30, 2015

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|---|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|------------------|
| 1. GENERAL REVENUE - STATE | | | | | |
| 015040 AIDS PATIENT CARE | 100,000 | 0 | 100,000 | 0 | 100,000 |
| 015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE | 115,715 | 0 | 115,715 | 0 | 115,715 |
| 015040 CHD - TB COMMUNITY PROGRAM | 82,173 | 0 | 82,173 | 0 | 82,173 |
| 015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR | 26,767 | 0 | 26,767 | 0 | 26,767 |
| 015040 FAMILY PLANNING GENERAL REVENUE | 83,983 | 0 | 83,983 | 0 | 83,983 |
| 015040 HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL | 37,162 | 0 | 37,162 | 0 | 37,162 |
| 015040 PRIMARY CARE PROGRAM | 321,792 | 0 | 321,792 | 0 | 321,792 |
| 015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE | 363,061 | 0 | 363,061 | 0 | 363,061 |
| 015040 DOH RESPONSE TO TERRORISM | 104,412 | 0 | 104,412 | 0 | 104,412 |
| 015050 CHD CLINIC FEES | 178,268 | 0 | 178,268 | 0 | 178,268 |
| 015050 CHD GENERAL REVENUE NON-CATEGORICAL | 3,602,668 | 0 | 3,602,668 | 0 | 3,602,668 |
| GENERAL REVENUE TOTAL | 5,016,001 | 0 | 5,016,001 | 0 | 5,016,001 |
| 2. NON GENERAL REVENUE - STATE | | | | | |
| 015010 STATE UNDERGROUND PETROLEUM RESPONSE ACT | 10,000 | 0 | 10,000 | 0 | 10,000 |
| 015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM | 20,284 | 0 | 20,284 | 0 | 20,284 |
| 015010 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER | 20,000 | 0 | 20,000 | 0 | 20,000 |
| 015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS | 240,355 | 0 | 240,355 | 0 | 240,355 |
| NON GENERAL REVENUE TOTAL | 290,639 | 0 | 290,639 | 0 | 290,639 |
| 3. FEDERAL FUNDS - STATE | | | | | |
| 007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN | 131,937 | 0 | 131,937 | 0 | 131,937 |
| 007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT | 60,000 | 0 | 60,000 | 0 | 60,000 |
| 007000 BIOTERRORISM HOSPITAL PREPAREDNESS | 54,281 | 0 | 54,281 | 0 | 54,281 |
| 007000 WIC BREASTFEEDING PEER COUNSELING PROG | 11,477 | 0 | 11,477 | 0 | 11,477 |
| 007000 COASTAL BEACH WATER QUALITY MONITORING | 12,726 | 0 | 12,726 | 0 | 12,726 |
| 007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG | 36,000 | 0 | 36,000 | 0 | 36,000 |
| 007000 FAMILY PLANNING TITLE X - GRANT | 147,839 | 0 | 147,839 | 0 | 147,839 |
| 007000 IMMUNIZATION FIELD STAFF | 4,000 | 0 | 4,000 | 0 | 4,000 |
| 007000 IMMUNIZATION ACTION PLAN | 119,002 | 0 | 119,002 | 0 | 119,002 |
| 007000 MCH SPECIAL PRJCT.UNPLANNED PREGNANCY | 39,564 | 0 | 39,564 | 0 | 39,564 |
| 007000 PHP PUBLIC HEALTH PREPAREDNESS BASE ALLOC | 515,825 | 0 | 515,825 | 0 | 515,825 |
| 007000 AIDS PREVENTION | 190,393 | 0 | 190,393 | 0 | 190,393 |
| 007000 RYAN WHITE TITLE II CARE GRANT | 81,182 | 0 | 81,182 | 0 | 81,182 |
| 007000 IMPROVING STD PROGRAMS | 95,532 | 0 | 95,532 | 0 | 95,532 |
| 007000 WIC PROGRAM ADMINISTRATION | 1,543,620 | 0 | 1,543,620 | 0 | 1,543,620 |
| 015075 SUMMER FEEDING | 1,150 | 0 | 1,150 | 0 | 1,150 |
| 015075 SUPPLEMENTAL SCHOOL HEALTH | 498,023 | 0 | 498,023 | 0 | 498,023 |
| FEDERAL FUNDS TOTAL | 3,542,551 | 0 | 3,542,551 | 0 | 3,542,551 |
| 4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE | | | | | |
| 001020 CHD STATEWIDE ENVIRONMENTAL FEES | 220,497 | 0 | 220,497 | 0 | 220,497 |
| 001092 CHD STATEWIDE ENVIRONMENTAL FEES | 229,276 | 0 | 229,276 | 0 | 229,276 |

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2014 to September 30, 2015

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|--|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|-----------|
| 001206 ON SITE SEWAGE DISPOSAL PERMIT FEES | 12,572 | 0 | 12,572 | 0 | 12,572 |
| 001206 SANITATION CERTIFICATES (FOOD INSPECTION) | 4,126 | 0 | 4,126 | 0 | 4,126 |
| 001206 SEPTIC TANK RESEARCH SURCHARGE | 116 | 0 | 116 | 0 | 116 |
| 001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER | 5,792 | 0 | 5,792 | 0 | 5,792 |
| 001206 DRINKING WATER PROGRAM OPERATIONS | 80 | 0 | 80 | 0 | 80 |
| 001206 REGULATION OF BODY PIERCING SALONS | 345 | 0 | 345 | 0 | 345 |
| 001206 TANNING FACILITIES | 375 | 0 | 375 | 0 | 375 |
| 001206 ONSITE SEWAGE TRAINING CENTER | 828 | 0 | 828 | 0 | 828 |
| 001206 TATTO PROGRAM ENVIRONMENTAL HEALTH | 2,650 | 0 | 2,650 | 0 | 2,650 |
| 001206 MOBILE HOME & RV PARK FEES | 2,131 | 0 | 2,131 | 0 | 2,131 |
| FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL | 478,788 | 0 | 478,788 | 0 | 478,788 |
| 5. OTHER CASH CONTRIBUTIONS - STATE: | | | | | |
| No records for any codes in section 5 at this CHD | 0 | 0 | 0 | 0 | 0 |
| 090001 DRAW DOWN FROM PUBLIC HEALTH UNIT | 1,977,125 | 0 | 1,977,125 | 0 | 1,977,125 |
| OTHER CASH CONTRIBUTION TOTAL | 1,977,125 | 0 | 1,977,125 | 0 | 1,977,125 |
| 6. MEDICAID - STATE/COUNTY: | | | | | |
| 001078 CHD CLINIC FEES | 0 | 50,000 | 50,000 | 0 | 50,000 |
| 001081 CHD CLINIC FEES | 0 | 109,631 | 109,631 | 0 | 109,631 |
| 001082 CHD CLINIC FEES | 0 | 907,994 | 907,994 | 0 | 907,994 |
| 001083 CHD CLINIC FEES | 0 | 230,797 | 230,797 | 0 | 230,797 |
| 001087 CHD CLINIC FEES | 0 | 45,157 | 45,157 | 0 | 45,157 |
| 001180 CHD CLINIC FEES | 0 | 1,791,706 | 1,791,706 | 0 | 1,791,706 |
| 001192 CHD CLINIC FEES | 0 | 76,206 | 76,206 | 0 | 76,206 |
| 001208 CHD CLINIC FEES | 0 | 2,278 | 2,278 | 0 | 2,278 |
| MEDICAID TOTAL | 0 | 3,213,769 | 3,213,769 | 0 | 3,213,769 |
| 7. ALLOCABLE REVENUE - STATE: | | | | | |
| 018000 CHD GENERAL REVENUE NON-CATEGORICAL | 150 | 0 | 150 | 0 | 150 |
| ALLOCABLE REVENUE - STATE TOTAL | 150 | 0 | 150 | 0 | 150 |
| 8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE | | | | | |
| ADAP | 0 | 0 | 0 | 1,461,671 | 1,461,671 |
| PHARMACY DRUG PROGRAM | 0 | 0 | 0 | 109,085 | 109,085 |
| STD | 0 | 0 | 0 | 0 | 0 |
| WIC PROGRAM | 0 | 0 | 0 | 6,354,473 | 6,354,473 |
| BUREAU OF PUBLIC HEALTH LABORATORIES | 0 | 0 | 0 | 76,809 | 76,809 |
| IMMUNIZATIONS | 0 | 0 | 0 | 845,248 | 845,248 |
| OTHER STATE CONTRIBUTIONS TOTAL | 0 | 0 | 0 | 8,847,286 | 8,847,286 |
| 9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT | | | | | |
| 008034 CHD LOCAL REVENUE & EXPENDITURES | 0 | 337,649 | 337,649 | 0 | 337,649 |
| DIRECT COUNTY CONTRIBUTIONS TOTAL | 0 | 337,649 | 337,649 | 0 | 337,649 |

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2014 to September 30, 2015

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|---|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|------------------|
| 10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY | | | | | |
| 001077 CHD CLINIC FEES | 0 | 222,025 | 222,025 | 0 | 222,025 |
| 001077 CHD LOCAL REVENUE & EXPENDITURES | 0 | 500 | 500 | 0 | 500 |
| 001094 CHD STATEWIDE ENVIRONMENTAL FEES | 0 | 212,489 | 212,489 | 0 | 212,489 |
| 001114 VITAL STATISTICS CERTIFIED RECORDS | 0 | 64,459 | 64,459 | 0 | 64,459 |
| 001115 VITAL STATISTICS CERTIFIED RECORDS | 0 | 126,966 | 126,966 | 0 | 126,966 |
| 001117 VITAL STATISTICS CERTIFIED RECORDS | 0 | 3,907 | 3,907 | 0 | 3,907 |
| FEES AUTHORIZED BY COUNTY TOTAL | 0 | 630,346 | 630,346 | 0 | 630,346 |
| 11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY | | | | | |
| 001029 CHD CLINIC FEES | 0 | 146,981 | 146,981 | 0 | 146,981 |
| 001090 CHD CLINIC FEES | 0 | 1,600 | 1,600 | 0 | 1,600 |
| 004010 CHD CLINIC FEES | 0 | 300 | 300 | 0 | 300 |
| 005041 CHD LOCAL REVENUE & EXPENDITURES | 0 | 31,860 | 31,860 | 0 | 31,860 |
| 008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD | 0 | 90,000 | 90,000 | 0 | 90,000 |
| 010300 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT | 0 | 14,000 | 14,000 | 0 | 14,000 |
| 011000 INDIGENT CARE PROGRAM | 0 | 60,000 | 60,000 | 0 | 60,000 |
| 011000 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT | 0 | 100,000 | 100,000 | 0 | 100,000 |
| 011001 CHD HEALTHY START COALITION CONTRACT | 0 | 990,590 | 990,590 | 0 | 990,590 |
| 011001 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT | 0 | 16,454 | 16,454 | 0 | 16,454 |
| 012021 CHD CLINIC FEES | 0 | 150 | 150 | 0 | 150 |
| 010304 PETROLEUM STORAGE TANK DEP COMPLIANCE CONTRACT | 0 | 333,000 | 333,000 | 0 | 333,000 |
| 015020 PETROLEUM STORAGE TANK DEP CLEANUP CONTRACT | 0 | 566,500 | 566,500 | 0 | 566,500 |
| 090002 DRAW DOWN FROM PUBLIC HEALTH UNIT | 0 | 2,429,816 | 2,429,816 | 0 | 2,429,816 |
| OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL | 0 | 4,781,251 | 4,781,251 | 0 | 4,781,251 |
| 12. ALLOCABLE REVENUE - COUNTY | | | | | |
| 018000 CHD GENERAL REVENUE NON-CATEGORICAL | 0 | 150 | 150 | 0 | 150 |
| COUNTY ALLOCABLE REVENUE TOTAL | 0 | 150 | 150 | 0 | 150 |
| 13. BUILDINGS - COUNTY | | | | | |
| ANNUAL RENTAL EQUIVALENT VALUE | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| UTILITIES | 0 | 0 | 0 | 0 | 0 |
| BUILDING MAINTENANCE | 0 | 0 | 0 | 0 | 0 |
| GROUNDS MAINTENANCE | 0 | 0 | 0 | 0 | 0 |
| INSURANCE | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| BUILDINGS TOTAL | 0 | 0 | 0 | 0 | 0 |
| 14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY | | | | | |
| EQUIPMENT / VEHICLE PURCHASES | 0 | 0 | 0 | 0 | 0 |
| VEHICLE INSURANCE | 0 | 0 | 0 | 0 | 0 |

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2014 to September 30, 2015

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|-------------------------------------|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|------------|
| VEHICLE MAINTENANCE | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTION (SPECIFY) | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTION (SPECIFY) | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTIONS TOTAL | 0 | 0 | 0 | 0 | 0 |
| | | | | | |
| GRAND TOTAL CHD PROGRAM | 11,305,254 | 8,963,165 | 20,268,419 | 8,847,286 | 29,115,705 |

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2014 to September 30, 2015

| | FTE's (0.00) | Clients Units | Services/ Visits | Quarterly Expenditure Plan | | | | State | County | Grand Total |
|--|-----------------|------------------|---------------------|----------------------------|-----------|-----------|-----------|-----------|-----------|----------------|
| | | | | 1st | 2nd | 3rd | 4th | | | |
| | | | | (Whole dollars only) | | | | | | |
| A. COMMUNICABLE DISEASE CONTROL: | | | | | | | | | | |
| IMMUNIZATION (101) | 11.61 | 8,135 | 9,000 | 196,233 | 167,950 | 250,227 | 303,853 | 536,836 | 381,427 | 918,263 |
| SEXUALLY TRANS. DIS. (102) | 10.26 | 1,880 | 3,000 | 154,641 | 132,353 | 197,191 | 239,452 | 423,073 | 300,564 | 723,637 |
| HIV/AIDS PREVENTION (03A1) | 1.77 | 1 | 68 | 40,941 | 35,040 | 52,206 | 63,395 | 191,582 | 0 | 191,582 |
| HIV/AIDS SURVEILLANCE (03A2) | 1.31 | 0 | 0 | 20,702 | 17,718 | 26,398 | 32,057 | 96,875 | 0 | 96,875 |
| HIV/AIDS PATIENT CARE (03A3) | 3.27 | 1 | 2 | 74,505 | 63,767 | 95,005 | 115,367 | 348,644 | 0 | 348,644 |
| ADAP (03A4) | 3.92 | 0 | 0 | 55,510 | 47,510 | 70,784 | 85,954 | 259,758 | 0 | 259,758 |
| TUBERCULOSIS (104) | 2.30 | 34 | 250 | 39,292 | 33,629 | 50,104 | 60,842 | 158,051 | 25,816 | 183,867 |
| COMM. DIS. SURV. (106) | 4.64 | 1 | 8,000 | 77,915 | 66,685 | 99,354 | 120,646 | 173,075 | 191,525 | 364,600 |
| HEPATITIS (109) | 0.76 | 521 | 597 | 11,716 | 10,028 | 14,940 | 18,142 | 54,826 | 0 | 54,826 |
| PREPAREDNESS AND RESPONSE (116) | 8.08 | 0 | 175 | 178,377 | 152,668 | 227,457 | 276,204 | 834,706 | 0 | 834,706 |
| REFUGEE HEALTH (118) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| VITAL RECORDS (180) | 5.24 | 19,500 | 46,529 | 82,556 | 70,657 | 105,271 | 127,833 | 0 | 386,317 | 386,317 |
| COMMUNICABLE DISEASE SUBTOTAL | 53.16 | 30,073 | 67,621 | 932,388 | 798,005 | 1,188,937 | 1,443,745 | 3,077,426 | 1,285,649 | 4,363,075 |
| B. PRIMARY CARE: | | | | | | | | | | |
| CHRONIC DISEASE PREVENTION PRO (210) | 9.38 | 7,000 | 1,600 | 154,658 | 132,368 | 197,213 | 239,477 | 715,778 | 7,938 | 723,716 |
| WIC (21W1) | 37.61 | 13,000 | 111,000 | 581,841 | 497,981 | 741,935 | 900,941 | 2,690,894 | 31,804 | 2,722,698 |
| TOBACCO USE INTERVENTION (212) | 4.00 | 0 | 94 | 78,923 | 67,548 | 100,639 | 122,209 | 365,934 | 3,385 | 369,319 |
| WIC BREASTFEEDING PEER COUNSELING (21W2) | 2.58 | 0 | 3,800 | 30,498 | 26,102 | 38,889 | 47,223 | 119,887 | 22,825 | 142,712 |
| FAMILY PLANNING (223) | 15.74 | 2,200 | 4,000 | 246,701 | 211,144 | 314,581 | 381,999 | 507,901 | 646,524 | 1,154,425 |
| IMPROVED PREGNANCY OUTCOME (225) | 1.10 | 1 | 188 | 13,929 | 11,922 | 17,762 | 21,569 | 0 | 65,182 | 65,182 |
| HEALTHY START PRENATAL (227) | 13.22 | 2,400 | 14,500 | 218,454 | 186,969 | 278,563 | 338,262 | 0 | 1,022,248 | 1,022,248 |
| COMPREHENSIVE CHILD HEALTH (229) | 8.68 | 1,400 | 1,853 | 133,914 | 114,614 | 170,761 | 207,358 | 249,942 | 376,705 | 626,647 |
| HEALTHY START CHILD (231) | 10.60 | 1,300 | 8,398 | 168,094 | 143,867 | 214,346 | 260,283 | 0 | 786,590 | 786,590 |
| SCHOOL HEALTH (234) | 16.54 | 0 | 550,000 | 349,358 | 299,006 | 445,484 | 540,957 | 1,515,871 | 118,934 | 1,634,805 |
| COMPREHENSIVE ADULT HEALTH (237) | 4.12 | 164 | 340 | 61,732 | 52,835 | 78,718 | 95,587 | 285,449 | 3,423 | 288,872 |
| COMMUNITY HEALTH DEVELOPMENT (238) | 2.13 | 0 | 150 | 43,711 | 37,411 | 55,738 | 67,682 | 97,096 | 107,446 | 204,542 |
| DENTAL HEALTH (240) | 1.29 | 9,000 | 21,600 | 639,938 | 547,706 | 816,019 | 990,901 | 40,175 | 2,954,389 | 2,994,564 |
| PRIMARY CARE SUBTOTAL | 126.99 | 36,465 | 717,523 | 2,721,751 | 2,329,473 | 3,470,648 | 4,214,448 | 6,588,927 | 6,147,393 | 12,736,320 |
| C. ENVIRONMENTAL HEALTH: | | | | | | | | | | |
| Water and Onsite Sewage Programs | | | | | | | | | | |
| COSTAL BEACH MONITORING (347) | 0.70 | 300 | 301 | 12,709 | 10,877 | 16,206 | 19,678 | 50,920 | 8,550 | 59,470 |
| LIMITED USE PUBLIC WATER SYSTEMS (357) | 0.08 | 9 | 51 | 1,635 | 1,400 | 2,085 | 2,532 | 7,333 | 319 | 7,652 |
| PUBLIC WATER SYSTEM (358) | 0.03 | 0 | 14 | 674 | 577 | 859 | 1,042 | 243 | 2,909 | 3,152 |
| PRIVATE WATER SYSTEM (359) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ONSITE SEWAGE TREATMENT & DISPOSAL (361) | 7.86 | 1,188 | 2,441 | 159,139 | 136,203 | 202,926 | 246,416 | 280,391 | 464,293 | 744,684 |
| Group Total | 8.67 | 1,497 | 2,807 | 174,157 | 149,057 | 222,076 | 269,668 | 338,887 | 476,071 | 814,958 |
| Facility Programs | | | | | | | | | | |

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2014 to September 30, 2015

| | FTE's (0.00) | Clients Units | Services/ Visits | Quarterly Expenditure Plan | | | | State | County | Grand Total |
|---|-----------------|------------------|---------------------|----------------------------|-----------------------------|-----------|-----------|------------|-----------|----------------|
| | | | | 1st | 2nd (Whole dollars only) | 3rd | 4th | | | |
| TATTOO FACILITY SERVICES (344) | 0.40 | 0 | 63 | 6,712 | 5,745 | 8,559 | 10,393 | 29,739 | 1,670 | 31,409 |
| FOOD HYGIENE (348) | 2.23 | 150 | 650 | 37,899 | 32,437 | 48,328 | 58,685 | 106,461 | 70,888 | 177,349 |
| BODY PIERCING FACILITIES SERVICES (349) | 0.06 | 6 | 13 | 873 | 748 | 1,114 | 1,352 | 3,876 | 211 | 4,087 |
| GROUP CARE FACILITY (351) | 0.66 | 209 | 366 | 9,799 | 8,387 | 12,496 | 15,174 | 4,507 | 41,349 | 45,856 |
| MIGRANT LABOR CAMP (352) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HOUSING & PUB. BLDG. (353) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MOBILE HOME AND PARK (354) | 1.19 | 192 | 503 | 17,525 | 14,999 | 22,347 | 27,137 | 71,694 | 10,314 | 82,008 |
| POOLS/BATHING PLACES (360) | 2.25 | 425 | 980 | 42,812 | 36,642 | 54,592 | 66,291 | 107,569 | 92,768 | 200,337 |
| BIOMEDICAL WASTE SERVICES (364) | 1.30 | 738 | 766 | 22,879 | 19,581 | 29,174 | 35,427 | 101,598 | 5,463 | 107,061 |
| TANNING FACILITY SERVICES (369) | 0.11 | 17 | 34 | 2,050 | 1,755 | 2,614 | 3,175 | 6,474 | 3,120 | 9,594 |
| Group Total | 8.20 | 1,737 | 3,375 | 140,549 | 120,294 | 179,224 | 217,634 | 431,918 | 225,783 | 657,701 |
| Groundwater Contamination | | | | | | | | | | |
| STORAGE TANK COMPLIANCE SERVICES (355) | 15.41 | 511 | 1,010 | 287,608 | 246,156 | 366,744 | 445,340 | 747,847 | 598,001 | 1,345,848 |
| SUPER ACT SERVICES (356) | 0.19 | 29 | 39 | 3,756 | 3,214 | 4,789 | 5,815 | 16,744 | 830 | 17,574 |
| Group Total | 15.60 | 540 | 1,049 | 291,364 | 249,370 | 371,533 | 451,155 | 764,591 | 598,831 | 1,363,422 |
| Community Hygiene | | | | | | | | | | |
| COMMUNITY ENVIR. HEALTH (345) | 0.10 | 0 | 226 | 2,259 | 1,934 | 2,881 | 3,498 | 6,458 | 4,114 | 10,572 |
| INJURY PREVENTION (346) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LEAD MONITORING SERVICES (350) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PUBLIC SEWAGE (362) | 0.34 | 0 | 14 | 6,554 | 5,609 | 8,357 | 10,147 | 2,290 | 28,377 | 30,667 |
| SOLID WASTE DISPOSAL SERVICE (363) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SANITARY NUISANCE (365) | 0.00 | 0 | 1 | 56 | 48 | 71 | 86 | 124 | 137 | 261 |
| RABIES SURVEILLANCE (366) | 1.34 | 445 | 1,150 | 24,783 | 21,211 | 31,602 | 38,375 | 65,572 | 50,399 | 115,971 |
| ARBORVIRUS SURVEIL. (367) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RODENT/ARTHROPOD CONTROL (368) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WATER POLLUTION (370) | 0.00 | 0 | 9 | 63 | 54 | 81 | 99 | 25 | 272 | 297 |
| INDOOR AIR (371) | 0.00 | 0 | 2 | 55 | 47 | 70 | 84 | 21 | 235 | 256 |
| RADIOLOGICAL HEALTH (372) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOXIC SUBSTANCES (373) | 0.00 | 0 | 0 | 31,180 | 26,686 | 39,759 | 48,279 | 0 | 145,904 | 145,904 |
| Group Total | 1.78 | 445 | 1,402 | 64,950 | 55,589 | 82,821 | 100,568 | 74,490 | 229,438 | 303,928 |
| ENVIRONMENTAL HEALTH SUBTOTAL | 34.25 | 4,219 | 8,633 | 671,020 | 574,310 | 855,654 | 1,039,025 | 1,609,886 | 1,530,123 | 3,140,009 |
| D. NON-OPERATIONAL COSTS: | | | | | | | | | | |
| SPECIAL CONTRACTS (599) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ENVIRONMENTAL HEALTH SURCHARGE (399) | 0.00 | 0 | 0 | 6,201 | 5,307 | 7,907 | 9,600 | 29,015 | 0 | 29,015 |
| MEDICAID BUYBACK (611) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| NON-OPERATIONAL COSTS SUBTOTAL | 0.00 | 0 | 0 | 6,201 | 5,307 | 7,907 | 9,600 | 29,015 | 0 | 29,015 |
| TOTAL CONTRACT | 214.40 | 70,757 | 793,777 | 4,331,360 | 3,707,095 | 5,523,146 | 6,706,818 | 11,305,254 | 8,963,165 | 20,268,419 |

ATTACHMENT III

ESCAMBIA COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
ESCAMBIA COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

| <u>Facility Description</u> | <u>Location</u> | <u>Owned By</u> |
|--|---|--|
| Main Health Department | 1295 W. Fairfield Drive Pensacola, FL 32501 | Escambia County |
| Northside Clinic | 8390 N. Palafox Street Pensacola, FL 32534 | Escambia County |
| Environmental Health Office Accounting & Finance, Epi | 1300 W. Gregory Street Pensacola, FL 32502 | State of Florida |
| Molino Clinic | 3470 Highway 29 North Cantonment, FL 32533 | Escambia County |
| WIC Navy Hospital Center | Naval Hospital Outpatient Clinic 6000 West Highway 98 Pensacola, FL 32512 | US Navy |
| WIC Westside Center | 3960 Navy Blvd. Units 1 and 2 Pensacola, FL 32507 | Navy Park Partnership |
| Children's Medical Services | 5192 Bayou Boulevard Pensacola, FL 32504 | State of Florida Department of Health |

ATTACHMENT V
ESCAMBIA COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

| <u>CONTRACT YEAR</u> | <u>STATE</u> | <u>COUNTY</u> | <u>TOTAL</u> |
|----------------------|-------------------|-------------------|-------------------|
| 2013-2014* | \$ _____ | \$ _____ | \$ _____ - |
| 2014-2015** | \$ _____ | \$ _____ | \$ _____ - |
| 2015-2016*** | \$ _____ | \$ _____ | \$ _____ - |
| 2016-2017*** | \$ _____ | \$ _____ | \$ _____ - |
| PROJECT TOTAL | \$ _____ - | \$ _____ - | \$ _____ - |

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ ADDRESS: _____

PROJECT TYPE: NEW BUILDING _____ ROOFING _____
 RENOVATION _____ PLANNING STUDY _____
 NEW ADDITION _____ OTHER _____

SQUARE FOOTAGE: _____

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE (*initial expenditure of funds*): _____

COMPLETION DATE: _____

DESIGN FEES: \$ _____

CONSTRUCTION COSTS: \$ _____

FURNITURE/EQUIPMENT \$ _____

TOTAL PROJECT COST: \$ _____ -

COST PER SQ FOOT: \$ _____ #DIV/0!

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

*Cash balance as of 9/30/14.

**Cash to be transferred to FCO account.

***Cash anticipated for future contract years.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6968 County Administrator's Report 10. 23.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/09/2014

Issue: Authorization for Out-of-County Travel - 2014/2015 Annual Travel Schedule

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Out-of-County Travel - 2014/2015 Board's Annual Travel Schedule - Jack R. Brown, County Administrator

That the Board authorize out-of-County travel for any member of the Board, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2014/2015 Annual Travel/Conference Schedule.

BACKGROUND:

The attached conference/event schedule lists all conferences, workshops, and meetings that the Commissioners, County Administrator, and/or the County Attorney may wish to attend during Fiscal Year 2014-2015.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from budgeted funds within the appropriate Cost Center/Object Code for the traveler.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Travel authorizations/reimbursements are in compliance with Florida Statutes, Chapter 112.061, "Per Diem and Travel Expenses" and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C".

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will handle all of the details associated with the above conferences.

Attachments

Annual Conference Sch 2014-15

ANNUAL TRAVEL/CONFERENCE SCHEDULE 2014-2015

| DATE | ORGANIZATION | TYPE OF MEETING | LOCATION |
|------------------------|---------------------------------------|--|--------------------------------------|
| November 19-21, 2014 | Florida Association of Counties | Legislative Conference | Tampa, FL |
| February 21-25, 2015 | NACo | Legislative Conference | Washington, DC |
| March 25-27, 2015 | Florida Association of Counties | Legislative Day | Tallahassee, FL (Leon County) |
| March 30-April 2, 2015 | National Hurricane Conference | Annual Hurricane Conference | Austin, Texas |
| May 10-15, 2015 | Governor's Hurricane Conference | Hurricane Conference | Orlando, FL (Orange County) |
| June 16-19, 2015 | Florida Association of Counties | Annual Conference | St. Augustine, FL (St. Johns County) |
| July 10-13, 2015 | NACo | Annual Conference | Charlotte, NC (Mecklenburg County) |
| *TBD | Florida League of Cities | Annual Conference | **TBD |
| *TBD | Florida Association of Counties | Leadership Retreat | **TBD |
| *TBD | Florida Association of Counties | ***Board Retreat | **TBD |
| *TBD | Florida Association of Counties | Policy Conference | **TBD |
| *TBD | Gulf Power | Economic Symposium | Destin, FL (Okaloosa County) |
| *TBD | BP Oil Spill Meetings | Any meeting related to the BP Oil Spill | **TBD |
| *TBD | Florida Association of Counties | ***FAC BOD/Policy Meetings | **TBD |
| *TBD | Florida Department of Transportation | County Related | **TBD |
| *TBD | Florida Association of Counties | County Commissioner Certification | **TBD |
| *TBD | Florida Association of Counties | Advance Commissioner Certification | **TBD |
| *TBD | Gulf Coast Aerospace Coalition | Any meeting related to Economic Development | **TBD |
| *TBD | State of Florida | Any meeting related to the State of Florida (Legislative/Governor/DEP/DOR, etc.) | **TBD |
| *TBD | Greater Pensacola Chamber of Commerce | Chamber Fly-In | Washington, DC |
| *TBD | Florida League of Cities | Legislative Conference | **TBD |
| *TBD | Florida League of Cities | Legislative Days | Tallahassee, FL (Leon County) |
| *TBD | Florida Association of Counties | ****FAC President Meetings | **TBD |

*Actual dates have not been announced.

**Meeting location to be determined.

***Comr. Robinson is on FAC's Board of Directors.

****Comr. Robinson is the current President of the Florida Association of Counties. (To be 100% reimbursed by FAC.)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6942

County Attorney's Report 10. 1.

BCC Regular Meeting

Action

Meeting Date: 10/09/2014

Issue: Settlement of Workers' Compensation Claim Involving Raymond Merritt

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Settlement of a Workers' Compensation Claim Involving Raymond Merritt.

That the Board approve a washout workers compensation settlement for former employee Raymond Merritt in the amount of \$125,773.00, inclusive of the attorney's fees and costs. An excess insurance carrier will reimburse the County for 100.0% of this settlement amount.

BACKGROUND:

Raymond Merritt is a former Solid Waste Department employee who suffered work-related injuries in 1993 and 1994. He has received substantial medical treatment for these injuries. (For a detailed medical history, please contact Assistant County Attorney Ryan Ross.) To achieve significant cost savings over the life of this claim, outside counsel for the County's workers compensation carrier has negotiated a washout settlement in the amount of \$125,773.00. This settlement will resolve all liability for these claims, and includes funding for a Medicare Set-Aside that has been approved by the Center for Medicare Services. An excess workers compensation insurance carrier shall reimburse the County for 100.0% of this settlement amount.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.
