



REPLACEMENT AGENDA

COMMITTEE OF THE WHOLE WORKSHOP BOARD OF COUNTY COMMISSIONERS

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

May 14, 2015
9:00 a.m.

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

1. Call to Order

(PLEASE TURN YOUR CELL PHONE TO THE SILENCE OR OFF SETTING.)
2. Was the meeting properly advertised?
3. Jail Update (BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)
(Jack Brown/Amy Lovoy - 45 min)
 - A. Board Discussion
 - B. Board Direction
4. Overview of Santa Rosa Island Issues (REFERRED FROM THE APRIL 9, 2015, AGENDA REVIEW SESSION) (BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)
(Jack Brown/Amy Lovoy/Alison Rogers - 60 min)
 - A. Board Discussion
 - B. Board Direction
5. License and Management Agreement for Community Centers
(Marilyn D. Wesley - 15 min)
 - A. Board Discussion
 - B. Board Direction

6. Code Enforcement Lien Forgiveness Policy
(Alison Rogers - 20 min)
 - A. Board Discussion
 - B. Board Direction

7. Short-Term Vacation Rentals
(Alison Rogers - 15 min)
 - A. Board Discussion
 - B. Board Direction

8. Purchase of Air Monitors for the Wedgewood Community
(Keith Wilkins - 15 min)
 - A. Board Discussion
 - B. Board Direction

9. Adjourn

Committee of the Whole

3.

Meeting Date: 05/14/2015

Issue: Jail Update

From: Jack Brown, County Administrator

Information

Recommendation:

Jail Update (BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

(Jack Brown/Amy Lovoy - 45 min)

A. Board Discussion

B. Board Direction

Attachments

No file(s) attached.

Committee of the Whole

4.

Meeting Date: 05/14/2015

Issue: Overview of Santa Rosa Island Issues

From: Jack Brown, County Administrator

Information

Recommendation:

Overview of Santa Rosa Island Issues (REFERRED FROM THE APRIL 9, 2015, AGENDA REVIEW SESSION) (BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

(Jack Brown/Amy Lovoy/Alison Rogers - 60 min)

A. Board Discussion

B. Board Direction

Attachments

No file(s) attached.

Committee of the Whole

5.

Meeting Date: 05/14/2015

Issue: License and Management Agreement for Community Centers

From: Marilyn D. Wesley, Department Director

Information

Recommendation:

License and Management Agreement for Community Centers

(Marilyn D. Wesley - 15 min)

A. Board Discussion

B. Board Direction

Attachments

License and Management Agreement

Community Centers License & Management Agreement Amendment

**COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this ____ day of _____, 2015 by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the** _____., a Florida not-for-profit corporation whose address is _____, **Pensacola, FL 325**__ (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the** _____ - (Address _____), **Pensacola, FL 325**__ (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT. The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the

Community Center will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers various programs for the public benefit and will organize programs in accordance with the terms in the Agreement. The Organization has priority in scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

The Organization may grant preferences to programs designated as group activities.

The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of the three (3) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew. The term of this Agreement begins on the ___ day of _____, **2015** and ends on the ___**day** of _____, **20**__.

3. PAYMENT OF RENT. The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of three (3) years. The County acknowledges receipt of three dollars (\$3).

4. NOTICES. Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

**County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502**

TO THE ORGANIZATION

(Organization's Name)

(Address)
Pensacola, Florida 32506

With a copy to:

**County Attorney's Office
221 Palafox Place, 430
Pensacola, Florida 32502**

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS. At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County; certificate of insurance, financial report, board member roster, activity report, and organization equipment inventory. Failure to provide said documents to the County by November 1 of any year could result in the termination of this Agreement.

6. MEDIATION. The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All

improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation cannot be excluded. The Organization must also require any other organization using the Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502**, as an "additional insured" and

the “certificate holder”. Certificates must be mailed to **Department of Community Affairs-Division of Community Services, 221 Palafox Place, Pensacola, Florida 32502**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

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

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

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization’s negligent performance of the Agreement. The Organization’s obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated

by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Steven A. Barry, Chairman

Deputy Clerk

(SEAL)

ORGANIZATION:
Name

Witness: _____
Print Name: _____

Address
Pensacola, Florida 325

Witness: _____
Print Name: _____

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, **2015**, _____, as **(Office Held)** of **(Organization's Name)**. He/She is () personally known to me, or () produced identification. Type of identification produced _____.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public



County Community Centers License & Management Agreement

Current Agreement Review Amendment Recommendations

**Marilyn D. Wesley, Director II
Community Affairs Department**





Community Centers

COMMUNITY CENTER LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 5th day of **February, 2015**, by and between **Escambia County**, a political subdivision of the State of Florida, whose address is 221 Palafox Place Ste. 420, Pensacola, Florida (County), and **Englewood Neighborhood Improvement Corporation**, a Florida not-for-profit corporation whose address is 2749 North 'H' Street, Pensacola, Florida (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **Englewood Neighborhood Center**, (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:





Community Centers

- County Community Centers are governed by the License and Management Agreement between the Board of County Commissioners and the Non-Profit entity.
- The current License and Management Agreement after execution by both parties limits staffs ability to provide community programming
- The current License and Management Agreement does not require the contracted entity to provide monthly calendaring of all activities within the facility
- The current License and Management Agreement only requires the non-profit entity to provide liability insurance for their organized/sponsored activities
- The current License and Management Agreement does not incorporate an evaluative process/performance standards



Community Centers

Barrineau Park

Byrneville

Dorrie Miller

Englewood (Boys & Girls Club)

Felix Mega Senior Center

Marie Ella Davis

Molino

Perdido Key

Walnut Hill/Ruritan

Beulah Senior Center

Davisville

Ebonwood

Englewood Neighborhood Center

Lexington Terrace

Mayfair

Oak Grove

Quintette

MK Young/Wedgewood





Community Centers – Categories

SMALL (6)

Englewood Neighborhood Center

Marie Ella Davis ~ Mayfair ~ Oak Grove ~ Quintette

Dorrie Miller (operated by staff)

MEDIUM (6)

Beulah Senior Center ~ Byrneville ~ Davisville

Ebonwood ~ Lexington Terrace ~ Walnut Hill/Ruritan

LARGE (5)

Barrineau Park ~ Englewood (Boys & Girls Club)

Felix Miga Senior Center ~ MKY/Wedgewood

Molino



Community Centers – Amendments

1 - County use of the facility – Activation under a disaster. In a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the Community Center (facility). The County will be able to continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

#2 - County use of the facility – Access when not being used by the Organization. The County shall have open access to all parts of the facility when the Organization is not actively using the facility. The County will be allowed to bring in programs and other groups/organizations to supplement the current programs available to the community.

Community Center Amendments – Continued

#3 - Calendaring – The Organization shall be required to submit a monthly calendar to the County detailing their planned programs and activities. The monthly calendar may be submitted via email or by hardcopy and shall be received by the County from the Organization no later than the first (1st) of every month. The Organization is responsible for maintaining the monthly calendar and advising the County of any changes or revisions as soon as reasonably possible. County Staff will submit requests for use of the facilities. Requests may be submitted in writing, via email, or via telephone. The Organization shall have no more than three (3) days to respond to County Staff's request for use of the facility. During such time as the County is using the facility, the County takes responsibility to ensure that the facility is unlocked and available to the supplemental programs and subsequently secured following the supplemental program's use. The County additionally bears the responsibility to advertise the supplemental events.

#4 - Insurance – During the period mutually agreed upon by the County and the Organization, during which time the supplemental programs are using the facility, the County shall be responsible to ensure that supplemental organization using the Community Center procures "special event" liability insurance, naming Escambia County as an "additional insured."

#5 - Annual Financial Reports – The Annual Financial Reports provided by the Organization to the County shall be due no later than December 31st of the calendar year.

DEPARTMENT OF COMMUNITY AFFAIRS- COMMUNITY CENTER RENTAL FEES (3-2015)

CENTER	DEPOSIT		BUILDING	ROOM/MISCELLANEOUS RATES						TAX CHARGED	
	BUILDING	ROOM		AUDITORIUM/ GYM	LARGE CONF. RM	SMALL CONF. RM	DINING	KITCHEN	STOVE		PAVILION
Barrineau Park CC & Hist. Sociery	\$50	\$30	\$107.50	-	-	-	\$32.25	-	\$10.75		Yes
Notes	Rental Rates are for entire day (9 a.m.-11 p.m.); Tax Exempt Organizations rent tax free; Rentals include all tables and chairs.										
Beulah Senior Citizen Center	\$25	-	\$100								No
Brownsville	-	-	-	-	-	-	-	-	-	-	No
Byrneville CC	\$50										No
Small Events (Kid Activities, etc.)			\$75								
Large Events (Adult Activities, etc.)			\$100								
Davisville	-	-	-	-	-	-	-	-	-	-	-
Dorrie Miller	-	-	-	-	-	-	-	-	-	-	-
Ebonwood	\$50		\$175								No
Notes	Rental Rate is for a four (4) hour period. Anytime after 8:30 a.m., and all activities must conclude before 12 midnight.										
Englewood CC (Boys & Girls Club)	-	-	-	-	-	-	-	-	-	-	-
Felix Miga Senior Citizen Center											Yes
Non-Members		\$100		\$300							
Non-Members		\$25				\$50					
Members (minimum 1 year)		\$100		\$100							
Members (minimum 1 year)		\$25				\$25					
Notes	Rental time is up to six (6) hours, \$50 for each additional hour for Auditorium- Non-Members; \$25 for Small Conference Room										
Lexington Terrace	\$50				\$100						No
Kid Activities			\$120								
Adult Activities			\$160								
Large Events (Weddings/Reunions)			\$250								
Notes	\$25 of the \$50 deposit is refundable upon post event inspection; 50% of rental fee is required to hold building, remaining balance due two (2) weeks prior to event.										
Marie Ella Davis Community Center	\$20		\$20 per hour								No
MK Young/Wedgewood CC & Park	\$100										No
General Public (3hrs)				\$300	\$270	\$210		Included		\$120	
General Public (3hrs)				\$225	\$195	\$135		Not Included		\$45	
Non Profit (3hrs)				\$270	\$240			Included			
Non Profit (3hrs)				\$195	\$165			Not Included			
Notes	No deposit for pavilion; Additional Costs per hour >3hrs: Gym: \$60; Lg. Conf Rm.: \$50; Sm. Conf Rm.: \$35; Pavilion \$10; Non-Profit- Gym: \$50; Lg Conf. Rm.: \$40										
Mayfair Community Center	\$200	\$75 daily									No
Notes	Personal check required for deposit- returned upon pose event inspection; Money Order required for Rental Fee										
Molino CC & Historical Museum											Yes
		\$50		\$134.38							
		\$25			\$53.75						
		\$15				\$32.25					
Notes	Rental Rate for Auditorium Stage usage is: \$43.00										
Oak Grove Community Center	\$0	\$0	Donations								No
Perdido Key	\$100										No
Social Events	\$75 per hour (minimum 3 hrs) \$55 for each additional hour; Eight hour timeframe- \$440.										
Meetings	\$55 per hour (minimum 3 hrs) \$30 for each additional hour; Eight hour timeframe- \$220.										
Quintette Community Center	\$100		\$100								No
Walnut Hill CC & Ruritan Club	\$0	\$0	\$175			\$100					No
Notes	Small Conference Room Rate applies Monday – Thursday; Friday – Sunday Rates require Building Rental										

Performance Measures/Benchmarks

- Capture attendance for all events (sponsored and rentals)
- Document community outreach programs
 - ~ Small – Minimum of 1 event quarterly
 - ~ Medium – Minimum of 2 events quarterly
 - ~Large – Minimum of 3 events quarterly
- Document organization/agency collaboration to bring services/programs to the community
 - ~ Each Center shall document a minimum of 2 successful programs per year
- Document sponsored/coordinated educational/enrichment programs and impact to community (continuing & seasonal)
 - ~Youth & Adult

Performance Measures/Benchmarks

- Revenue from Rentals/Concessions - Complete financials showing all revenue generated on property (building & ancillary facilities)
- Document programs and/or projects sponsored utilizing generated revenue
- Document equipment purchased utilizing generated revenue
- Document the number of rentals per year

Conclusion

- **Staff will have the ability to identify gaps in utilization of community facilities**
- **Staff can provide technical support/assistance to the managing organizations**
- **Staff will have the ability assist managing organizations in the development and implementation of additional programs within the communities where Centers are located based on community interest**
- **Staff will have the ability to support collaborative programs within the communities**

***** Board Direction**

Committee of the Whole

6.

Meeting Date: 05/14/2015

Issue: Code Enforcement Lien Forgiveness Policy

From: Alison Rogers, County Attorney

Information

Recommendation:

Code Enforcement Lien Forgiveness Policy

(Alison Rogers - 20 min)

A. Board Discussion

B. Board Direction

Attachments

Code Enforcement Lien Forgiveness Policy

Board of County Commissioners

Escambia County, Florida

Title: Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens, Section III, Part H.2

Date Adopted: April 17, 2008

Effective Date: August 21 2014, as Amended

Reference: Ch. 162, Florida Statutes & Ch. 30, Escambia County Code of Ordinances

Policy Amended: August 21, 2014 and June 18, 2009

- A. The Board of County Commissioners shall adhere to the following guidelines when considering requests for relief from liens created by the Environmental Enforcement Special Magistrate under the provisions of Chapter 162, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances (Code Enforcement Liens).
1. Abatement of any existing code violation shall be a prerequisite for relief from a Code Enforcement Lien.
 2. Relief shall not be available to the violator and/or owner named in the Code Enforcement Lien.
 3. In order to allow adequate opportunity to investigate the circumstances underlying the request for relief, the Board shall take no action until at least fourteen (14) days have elapsed from the time that the request for relief is received by the County.
 4. The Board shall not reduce any costs awarded in a Code Enforcement Lien to reimburse the County for expenses incurred to prosecute or abate a code violation. However, the Board may reduce the administrative fines awarded in a Code Enforcement Lien after consideration of the following factors:
 - a. Whether the person seeking relief paid value for the property.
 - b. Whether payment of the full amount of the lien would impose an extreme financial hardship on the person seeking relief.
 - c. Whether the property encumbered by the lien is located within a Community Redevelopment Area or other area suffering from blight or other distress that discourages development, and the person seeking relief demonstrates a good faith intent to significantly develop or improve the property.
 - d. Whether the person seeking relief promptly abated any violation that existed when they acquired the property.
 - e. Whether the person seeking relief had actual and/or constructive (record) notice of the lien when they acquired the property.
 5. Unless an alternate time period is specified by the Board, the terms of the relief shall be satisfied and the amount approved by the Board to compromise the lien shall be paid within sixty (60) days from the date of the Board action. Persons failing to satisfy the terms of the relief and pay the amount of the lien within the time period allowed by the Board shall forfeit the relief.

- B.** The guidelines listed above shall not apply to liens that are invalid and unenforceable due to a defect in the code enforcement process described in Chapter 162, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances.
- C.** Before a written request for relief from a lien is submitted to the Board of County Commissioners, the County Administrator shall review the request to determine if relief would be consistent with the provisions of this policy. If the County Administrator determines that relief would not be consistent with this policy, or that the code violations have not been abated in accordance with Section A.1. of this policy, or if the person requesting relief has an adequate alternate remedy under the laws governing homestead property or a policy of title insurance, the County Administrator shall notify the person submitting the request of the same and that relief is denied unless, however, he determines that the lien is invalid and unenforceable due to a defect in the code process, as contemplated in Section B of this policy.
- D.** The County Administrator may grant relief (i.e., a partial release) from administrative fines that have accrued on a Code Enforcement Lien without further action of the Board if all of the following criteria are satisfied:
 - 1. The property to be released from the Code Enforcement Lien:
 - a. is free from any code violations; and
 - b. has an assessed value of \$50,000 or less.
 - 2. The violator and/or owner named in the Code Enforcement Lien are not in the chain of title of the person requesting relief (i.e., the person requesting relief acquired the property via a foreclosure sale or tax deed auction).
 - 3. The person requesting relief:
 - a. is not related to the violator and/or owner named in the Code Enforcement Lien;
 - b. has no history of code violations; and
 - c. pays all of the fees and costs (including administrative fees and recording costs charged by the Clerk of the Court) other than the administrative fines accruing on the Code Enforcement Lien.
- E.** Nothing in this policy shall be construed to create an entitlement or limit to relief from Code Enforcement Liens. All relief shall remain solely within the discretion of the Board, which shall retain the option to deviate from the guidelines in this policy in extreme, unusual, or compelling circumstances.

Committee of the Whole

7.

Meeting Date: 05/14/2015

Issue: Short-Term Vacation Rentals

From: Alison Rogers, County Attorney

Information

Recommendation:

Short-Term Vacation Rentals
(Alison Rogers - 15 min)

- A. Board Discussion
 - B. Board Direction
-

Attachments

Notice of Violation

Date of Issuance
02/24/2015

Escambia County
Office of Environmental Enforcement
Escambia County Central Office Complex
3363 West Park Place, Pensacola, FL 32505
PH: (850) 595-1820 FX (850) 595-0149

Case No
CE150200416

NOTICE OF VIOLATION

At (Location): PR: 502S307050000008

At
(Location)

Date

Time

[Redacted]

[Redacted]

02/24/2015

N/A

Name: [Redacted]

Phone:

Address: [Redacted]

DOB: //

Race:

Height:

Weight:

D.L.
SSN:

Comply within 10 days of receipt of this notice

Warning

Failure to correct this violation and notify this Officer of Compliance will result in fines or a hearing. If the Hearing is scheduled you may be assessed \$1,100 or more for costs of said hearing, plus possible fines; the County may abate the violations and place a Lien on the property.

Ordinance Description

- Violation 7 7.15.03. Activities requiring a stormwater management permit. No development shall occur without first obtaining a stormwater management permit or a land disturbing permit from the county, unless exempt by section 7.15.04. The following activities may alter or disrupt existing stormwater runoff patterns and, unless exempt by section 7.15.04, will require a stormwater management permit or a land disturbing permit prior to initiation of a project:
- Violation 6 7.15.00. Stormwater management. 7.15.01. Purpose. It is the intent of this section to allow landowners reasonable use of their property while protecting surface water and groundwater resources by ensuring that all stormwater runoff rates after development shall not exceed existing predevelopment condition and that precautions are taken to prevent erosion, sedimentation and flooding
- Violation 5 LDC 2.02.00 Permits Required Notwithstanding the issuance of a development order, no development may commence without a valid Escambia County permit, including but not limited to, building permits, land and tree management permits, utility permits whenever crossing under (cutting, boring or tubing of a road or street by any means) county dedicated roads or streets, land use certificates, construction in right-of-way permits, etc., that are issued by the various departments of the public works and land management agency (also, see sections 4.01.02 and 4.06.02).
- Violation 4 4.03.05. Building permit required. Any construction which may be authorized by this Code shall not commence unless and until the applicant for such construction has first obtained all applicable building permits from the building and inspections department.
- Violation 3 4.01.04. Land disturbing permit. For all lands not zoned "agriculture" or categorized "agriculture" on the future land use map, a land disturbing permit is required prior to disturbing the land or changing its topography. Land disturbing permits will be issued by the division manager, development services. A sign shall be posted on the site and contain a phone number to contact for more information throughout the duration of the permit. Note: The provisions of this section do not apply to routine maintenance of property, landscaping activities (north of Well Line Road) silviculture, provided that such maintenance or landscaping does not result in a change in grade within ten feet of any property line or result in any adverse impacts to adjoining properties. These provisions shall apply to silviculture south of Well Line Road. This permit will be obtained from

the growth management department.

Violation 2 4.01.02. Permits and prohibitions. A. Permit required. No construction or land disturbing activity may be commenced without a valid Escambia County permit. Among others, land disturbing permits, building permits, development orders and/or land use certificates are issued by the county.

Violation 1 A. Intent and purpose of district. This district is intended to be a single-family residential area with large lots and low population density. The maximum density is seven dwelling units per acre. Refer to article 11 for uses and densities allowed in R-2, single-family areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-2 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District. B. Permitted uses. Any use permitted in the R-1 district. C. Conditional uses. Any conditional use allowed in the R-1 district. D. Off-street parking requirements. See section 7.02.00 E. Site and building requirements. 1. Lot coverage. Same as R-1. 2. Lot width. The minimum lot width at the front building line shall be 70 feet and at the street right-of-way 50 feet. Every cul-de-sac lot shall have a minimum of 20 feet at the street right-of-way. 3. Front yard. There shall be a front yard having a depth of not less than 20 feet, provided that in blocks where 50 percent or more of the lots are developed, the front yard required shall be the average setback of the dwellings already constructed. 4. Rear yard. The minimum rear yard shall not be less than 20 feet in depth. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (article 7) or 30 feet, whichever is greater. 5. Side yard. The minimum side yard on each side shall be ten percent of the lot width measured at the front building line but need not exceed 15 feet on each side; however, required side yards shall not be less than five feet on each side. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (article 7) or 30 feet, whichever is greater. 6. Building height. Mean average roof height shall not exceed 45 feet above average finished grade. F. Landscaping. See section 7.01.00 G. Signs. See article 8 (Ord. No. 2008-39, # 2, 6-5-2008)

Officer Comments

CEASE ALL CNSTRUCTION ON THE ABOVE LISTED PROPERTY UNTILL YOU HAVE CONTACTED THE ESCAMBIA COUNTY PLANNING AND ZONING DEPARTMENT TO DETERMINE WHAT PERMITS ARE NEEDED. CONTACT THE STORMWATER MANAGEMENT DEPARTMENT TO VERIFY THE SETBACK REQUIREMENTS FOR THE PARKING AREA BEING CONSTRUCTED NEAR THE WATERS EDGE. CEASE ALL COMMERCIAL RENTALS ON THE PROPERTY AND/OR CONTACT THE PLANNING AND ZONING DEPARTMENT WITH ANY ZONING QUESTIONS. CONTACT OFFICER COOK @ (850) 554-4241 WITH ANY FURTHER QUESTIONS.

R Cook
#676

ASPS

Signature of Officer: Ronald G Cook #676

Signature of Respondent

Committee of the Whole

8.

Meeting Date: 05/14/2015

Issue: Purchase of Air Monitors for the Wedgewood Community

From: Keith Wilkins, Department Director

Information

Recommendation:

Purchase of Air Monitors for the Wedgewood Community
(Keith Wilkins - 15 min)

- A. Board Discussion
 - B. Board Direction
-

Attachments

Air Monitoring Memo

American Innovations, Quotation

TSI, Quotation

Arizona Instrument, LLC, Quotation

Rocky's Trailers, Parts, & Hitches, Inc., Trailer Quote



Keith Wilkins, Director
Community and Environment Department

MEMORANDUM

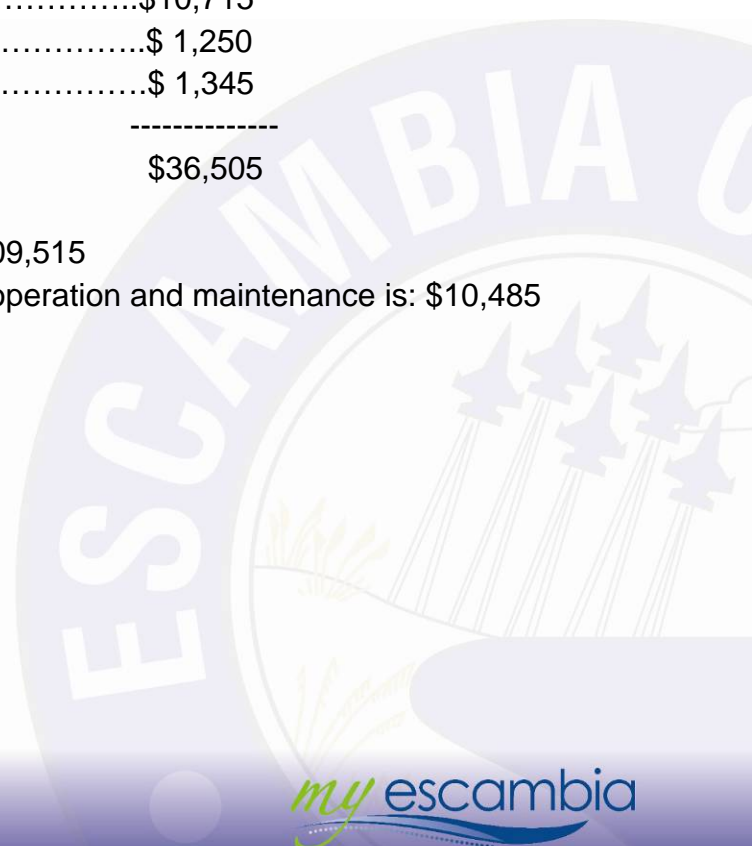
TO: Keith Wilkins, Director, Community and Environment Department
FROM: Taylor “Chips” Kirschenfeld, Division Manager, Water Quality & Land Management Division
DATE: May 8, 2015
RE: Air Monitoring Equipment, Wedgewood Community

The Board of County Commissioners has authorized up to \$120,000 to purchase and install three additional air monitoring stations in the Wedgewood Community. The three additional air monitoring stations will be mounted on trailers for portability and flexibility, and they will collect hydrogen sulfide and particulate (dust) data twenty-four hours per day. Attached to this Memorandum are the price quote estimates for the purchase of equipment. The estimates are summarized below for one complete station:

Hydrogen Sulfide Monitoring System.....	\$23,195
Particulate (Dust) Monitoring System.....	\$10,715
Modem for Remote Monitoring.....	\$ 1,250
Trailer.....	\$ 1,345

TOTAL EQUIPMENT PER STATION	\$36,505

The equipment estimate for three stations is: \$109,515
The budget for required installation, calibration, operation and maintenance is: \$10,485





Company Address 12211 Technology Blvd.
Austin, TX 78727

Expiration Date 3/29/2015

Prepared By David Anders
Phone (512) 249-3471
E-mail david.anders@aiworldwide.com

Charge to Contact Matt Kelly
Bill To Name Escambia County
Bill To Susan Holt
221 Palafox Place
Pensacola, FL 32502
US

Created Date 2/27/2015

Quote Number 00004082

Est.Delivery Date 4/10/2015

Contact Name Matt Kelly
Phone (850) 595-3634
Email mtkelly@myescambia.com

Customer ID ESC01
Ship To Name Escambia County
Ship To 3363 West Park Place
Pensacola, FL 32505
US

Product	Product Code	Description	Quantity	Sales Price	Total Price
Bullhorn@APM4AM-SAT	826510-A-1400060004	APM4AM-SAT- No Solar, 4 analog Inputs, 2 digital Inputs, battery, 800D transceiver, with Battery Charger	1.00	\$1,250.00	\$1,250.00
Remote Monitoring, Platinum Service, SAT, Annual Fee	623154-000	Remote Monitoring, Platinum Service, SAT, Annual Fee	1.00	\$540.00	\$540.00

Subtotal \$1,790.00
Total Price \$1,790.00
Grand Total \$1,790.00

Note: Prices and sales are in U.S. Dollars: F.O.B. origin and exclude any applicable sales tax

American Innovations - Sales Terms and Conditions

These **Terms & Conditions** ("Terms") govern the sale of all products and services ("Goods") by American Innovations and its subsidiaries ("AI"). By accepting delivery, Customer is deemed to have accepted these Terms despite any conflict with prior or subsequent communications. AI's failure to object to any terms that conflict with these Terms shall not be deemed a waiver or modification of its Terms by AI.

Purchase Orders ("Orders") shall identify the Goods including quantity, part number, description, price and requested delivery date. All Orders are subject to acceptance by AI. Any request by Customer to cancel or reschedule a shipment of standard Goods within sixty (60) days of AI receiving written notification may be accepted by AI in its sole discretion. Orders for Goods that are special, custom or non-standard, or Goods otherwise identified by AI as non-cancelable and/or non-returnable may not be cancelled, rescheduled or returned without written permission.

Prices are applicable for thirty (30) days or such time specified in AI's quote. If Customer does not purchase the quantity upon which prices are based, Customer will pay the non-discounted price for the quantity actually purchased. Prices are exclusive of taxes, (including sales, use,

without notice. Customer may view a complete description of current service terms through its secure account on the AI web site.

Technical Support & Maintenance Services ("TSM"): Payment in full of any TSM fees entitles Customer access to such service for the amount of time specified. Customer may be charged a reinstatement fee if Customer opts out of the TSM program at any time. TSM will terminate immediately upon insolvency or a violation of the software license agreement and, in such cases, Customer will not be entitled to a refund of any TSM fees paid. Customer may view a complete description of current terms & conditions of TSM service through its secure account on the AI web site.

Force Majeure. AI is not liable for delays in delivery due to causes beyond its reasonable control including acts of God, natural disasters, acts or omissions of other parties, material shortages, changes in law, strikes, riots, war, etc. AI's time for performance of any such obligation shall be extended for the period of delay or AI may, at its option, cancel any part of any such Order without liability by giving notice to Customer.

excise, value-added and similar taxes), shipping charges, brokers' fees and import duties. Goods are Ex-Works i.e. made available for pickup at AI's location and "delivery" is accomplished when the merchandise is released to Customer's freight forwarder. Customer is responsible for making arrangements for insurance, export clearance and all other paperwork. If AI will be liable for any of the foregoing, Customer agrees to pay same to AI in addition to the price of the Goods. Unless otherwise specified in writing, all Prices and sales are in U.S. Dollars.

Payment Terms are net thirty (30) days from date of invoice or as otherwise specified by AI. Unless otherwise specified in writing, all payments are to be made in U.S. Dollars. Customer agrees to pay the entire net amount of each invoice without offset or deduction. Orders are subject to credit approval; at any time AI may change the terms of Customer's credit, require payment in cash, wire transfer or bank check and/or require payment of any amounts due before shipment of any Goods. Customer agrees to submit such information as may be reasonably requested by AI for the determination of credit. If AI believes Customer's ability to make payments may be impaired, AI may suspend or cancel any part of any Order. AI may apply any payment from Customer against any payments due. Customer shall pay interest from the due date to the date of payment at the rate of 2% per month or such lower rate as may be the maximum allowed by law. Customer is responsible for reasonable expenses incurred by AI in collection of any sums owed. At its discretion, AI may cease provision of any Goods if Customer or any of its affiliates have payment(s) owing to AI.

Delivery. Unless otherwise specified by AI, standard lead time is 4-6 weeks; however, lead time may change without notice. AI may be able to guarantee expedited delivery for a fee of 10% of order value with a minimum charge of \$50. For expedited delivery, AI will verify availability of stock before confirming delivery in writing.

Title & Risk of Loss pass to Customer upon delivery. All shipments are Ex-Works and all shipping charges will be paid by Customer. Unless specified by Customer, AI will select the carrier and delivery route. Customer acknowledges that delivery dates are estimates and that AI is not liable for failure to deliver on such dates. Deliveries of a quantity that varies from the quantity specified shall not relieve Customer of the obligation to accept delivery & pay for Goods delivered. Delay in delivery of one order shall not entitle Customer to cancel other orders.

Inspection, Acceptance & Returns are Customer's responsibility. Customer is deemed to have accepted Goods unless AI receives written notice within ten (10) days of delivery. AI will not accept any returns without a return material authorization ("RMA") number that may be issued by AI in its sole discretion. Returned Goods must be in original shipping cartons and shall be returned freight prepaid in the manner specified by AI. If returned Goods are claimed to be defective, a complete description of the defect must be included with the returned Goods. Goods not eligible for return shall be returned to Customer freight collect.

Telemetry Services: Payment in full of any telemetry service fees entitles Customer access to such service for the amount of time and number of devices specified. AI reserves the right to deactivate any device that it deems to be malfunctioning. The telemetry service, devices & software are provided "as is" and "as available". AI is not obligated to provide such service or refund fees when service is unavailable to AI. Customer acknowledges that such service may depend upon a number of factors including antennas, topography & environment & is subject to change

Limited Warranty & Limitation of Liabilities: AI warrants that all Goods shall conform to its specifications upon delivery, and reserves the right to use refurbished equipment that meets AI specifications. Hardware products carry a 12 month product warranty from time of purchase. Individually purchased parts carry a 90 day warranty from time of purchase unless otherwise specified by AI. AI makes no warranty or representation of any kind including, but not limited to, any warranties or implied warranties of merchantability or fitness for a particular purpose. In no event will AI be liable for any special, indirect or similar damages, including any lost profits arising out of the use or inability to use the Goods. In no event shall AI's aggregate liability for damages exceed the value invoiced to Customer and actually paid by Customer.

Life Support or Certain Other Applications: Goods sold by AI are not designed, intended or authorized for use in life support, life sustaining, nuclear or other applications where the failure of such goods could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. Customer will indemnify, defend and hold AI and its suppliers harmless from any loss, damage or liability arising from the sale or use of Goods in such applications.

Export Control: Goods sold by AI may be subject to the export control regulations of the United States and the import control laws of other countries. Customer agrees to comply with all such laws and acknowledges that it shall not directly or indirectly export any Goods to any country where such export is prohibited. Customer acknowledges its responsibility to obtain any export or import license as may be required.

Intellectual Property: All software delivered to Customer is licensed and not sold. Nothing herein shall be construed to grant any rights or license to use any intellectual property in any manner or for any purpose not expressly permitted in writing. By using the Goods, Customer agrees not reverse engineer, de-compile or attempt to discover any source code or underlying ideas of the Goods. AI will defend Customer against suits for infringement provided that it is: a) notified promptly in writing of any claim or suit; b) given the right to control defense; and c) given reasonable cooperation for defense. AI may, at its sole discretion, procure the right to use such Goods, replace or modify Goods or terminate service. AI will have no liability if: a) Goods are not supplied by AI; b) Goods are made to Customer specifications; c) Goods are modified after delivery without approval in writing by AI; d) Goods are combined with other goods where infringement does not arise solely from the Goods; e) Customer continues infringing after being notified; or f) Customer's use is not in accordance with these terms.

Confidential Information ("CI") is any information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") that is clearly identified as confidential. Each party shall not disclose CI without prior written consent of Disclosing Party. Receiving Party shall use diligent efforts to limit disclosure of CI required by law including informing Disclosing Party in writing prior to disclosure.

General. No rights or obligations in these Terms may be assigned or transferred by either party without the prior written consent of the other. These Terms shall be binding on the parties and their respective successors and assigns. These Terms shall be governed by the laws of the State of Texas without giving effect to the principals of conflict of laws. In the event that any of these Terms is determined to be unenforceable, the other Terms shall remain in full force and effect. Failure of AI to enforce any of the Terms at any time shall not be deemed a waiver of AI's rights

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____



500 Cardigan Road
 Shoreview, MN 55126
 USA
 EIN 41-0843524

Tel:(651)490-2811
 Fax:(651)490-3824
 Web:www.TSI.com
 Email:answers@TSI.com

Manufacturer of TSI®, Alnor®, Airflow™, and ChemLogix™ branded products

Quotation

To
Escambia County 3363 West Park Place Pensacola, FL 32505-5250 USA
Contact Information
Taylor Kirschenfeld Tel: 8505953449 Email: jtkirsche@myescambia.com

Quotation Number	20066551
Quotation Date	03/25/2015
Customer No	5290824
Cust. Ref.	Quote
Incoterms	2010 CPT: Prepay & Add Consignee's Premises
Payment Term	SUBJECT TO CREDIT APPROVAL
Valid To	06/30/2015
Currency	USD
Method of Payment	PO, Visa, Amex, Mastercard
Make PO Out To	TSI Inc.
Reference Quote number when submitting PO	

Item	Material/Description	Quantity	Unit Price	Amount
1	8530 DustTrak II Desktop Carrying case, analog outputs, Rechargeable 6600 mAH Li-Ion Battery, Switching Power Supply with Universal Line Cords, TrakPro Data Analysis Software CD, zero filter, USB (device and host) computer cables, analog/alarm output connector, inlet cap (x2), 37-mm cassette with mesh filter, 10-mm nylon Door-Oliver Cyclone, impactor kit (with PM1, PM2.5, PM4, PM10 impactors), impactor plates (x2) and impactor oil, sample extension tube (3-ft/1-m), sheath air HEPA filters (x4), filter removal tool, operation service manual, calibration certificate and 2-year warranty.	1.00 EA	5,865.00	5,865.00
2	8537 Environmental Enclosure 8537 NEMA 3R RATE POLE-MOUNTED ENVIRONMENTAL ENC	1.00 EA	1,600.00	1,600.00
3	801850 Heated Inlet with Auto Zero Module HEATED INLET WITH AUTO ZERO MODULE-DUSTTRAK	1.00 EA	1,450.00	1,450.00
4	801844 8537 Pole Mounting Kit 8537 POLE MOUNTING KIT "4-6" MOUNTING	1.00 EA	250.00	250.00
5	801901 8535 Thiamis GSM/GPS Modem and Kit	1.00 EA	1,400.00	1,400.00



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 Fax:(651)490-3824
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Quotation

To
Escambia County 3363 West Park Place Pensacola, FL 32505-5250 USA
Contact Information
Taylor Kirschenfeld Tel: 8505953449 Email: jtkirsche@myescambia.com

Quotation Number	20066551
Quotation Date	03/25/2015
Customer No	5290824
Cust. Ref.	Quote
Incoterms	2010 CPT: Prepay & Add Consignee's Premises
Payment Term	SUBJECT TO CREDIT APPROVAL
Valid To	06/30/2015
Currency	USD
Method of Payment	PO, Visa, Amex, Mastercard
Make PO Out To	TSI Inc.
Reference Quote number when submitting PO	

Item	Material/Description	Quantity	Unit Price	Amount
6	8535 UPGRADE KIT FOR NETRONIX THIAMIS 801810 Heat Shield for DustTrak II ESP Heat Shield for DustTrak II and DRX Environmental Enclosure	1.00 EA	150.00	150.00
Sub Total				10,715.00
Tax				790.65
Total Amount				11,505.65

These commodities, technology or software are controlled under the Export Administration Regulations. If the goods are exported or reexported, it must be in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.

TSI Incorporated _____ Date _____



Arizona Instrument LLC · 3375 N. Delaware Street, Chandler, AZ 85225 · (602) 470-1414 · (800) 528-7411 · www.azic.com

Date: 6 MAY 2015

Quote# AZI0035852

Escambia County Water Quality
Matt Kelly
3363 W. Park Place
Pensacola, FL 32505

Dear Matt Kelly:

AZI, Jerome Division, is pleased to offer Escambia County Water Quality the following equipment:

<u>Item</u>	<u>Description</u>	<u>QTY</u>	<u>Price USD</u>
X651-0111	JEROME H2S MONITORING SYSTEM,	1	\$23,095.00
The 651 is a complete system and includes software, radios, and accessories. High gain antennas and repeaters are available for additional costs.		Freight:	\$100.00
		Total:	\$23,195.00

- Payment and shipping terms shall be Net 30 Days, OAC, and F.O.B. Chandler, Arizona. Delivery time is 2 to 3 weeks. **The customer is responsible for all applicable sales tax.**
- A 1-Year parts and labor warranty is included in the price of all our instruments. Accessories have a one-year warranty. Extended warranty coverage is also available.
- This price quote shall be valid until 5/29/2015 unless otherwise stated in writing by Arizona Instrument and supersedes all previous quotations.

If you have any questions, or if I may be of assistance in any way, please call me toll-free at 800-528-7411 x1668 . We appreciate your interest in the Jerome product line and look forward to serving you in the future.

Sincerely,

Joe Pecha
National Account Representative
Arizona Instrument LLC
Direct Line: 602-470-1414 x1668
Fax: 602-281-1745
www.azic.com

ROCKY'S TRAILERS, PARTS & HITCHES, INC.
9851 BRIDLEWOOD ROAD
PENSACOLA, FL 32526
(850)944-2944

QUOTE

5' X 8' trailer	\$ 1345
<ul style="list-style-type: none">• locking box for batteries and equipment• 2 posts for mounting enclosures• wire mesh on sides• tongue jack• 2 stabilizer jacks at rear• rear wire mesh ramp• lights• 2" coupler for hitch	