

**JOINT MEETING OF THE
ESCAMBIA COUNTY BOARD OF COMMISSIONERS
AND THE
PENSACOLA CITY COUNCIL
Tuesday, July 15, 2008 – 4:00 p.m.
Hagler Mason Conference Room
Second Floor, City Hall**



CITY COUNCIL

**John R. Fogg, Chair
John Jerralds, Vice Chair
Jewel Cannada-Wynn
Mike DeSorbo
Marty Donovan
Sam Hall
John W. Nobles
Ronald P. Townsend
Michael C. Wiggins
P. C. Wu**



COUNTY COMMISSIONERS

**Gene M. Valentino, Chair
Marie K. Young, Vice Chair
D.M. "Mike" Whitehead
Grover C. Robinson, IV
Kevin W. White**

AGENDA ITEMS

1. Opening Remarks – Mayor Fogg
2. Opening Remarks – Vice Chairman Young
3. City-County Street Maintenance Program – Larry Newsom, Ombudsman
4. Stormwater Management – Joy D. Blackmon, P.E., Public Works Bureau Chief
 - Better Coordination
5. Taxicab Ordinance – Amy Lovoy, Management and Budget Services Bureau Chief
 - Concept
6. Tow Truck Ordinance – Alison Rogers, County Attorney
 - Concept

7. Proposal for Staffs to Study County Assuming City Solid Waste Collection Service – Comr. Grover Robinson
8. Non-Agenda Issues
9. Adjourn

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities. Please call 435-1606 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested services.

**INTERLOCAL AGREEMENT TO
PROVIDE ROAD MAINTENANCE**

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2008, by and between Escambia County, a political subdivision of the State of Florida, (hereinafter referred to as “County”) with administrative offices 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 “City) with administrative offices at 180 Governmental Center, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, the City and County have common power to perform general services within their respective areas; and

WHEREAS, the City and the County are authorized by Florida Statutes 163.01 et. Seq. to enter into interlocal agreements to cooperatively utilize the most efficient use of their powers and resources on a basis of mutual advantage and to provide services and facilities in accordance with the needs and developments of the local community; and

WHEREAS, the City and the County have indicated a willingness and desire to cooperate in the administration of County road maintenance; and

WHEREAS, it will be mutually beneficial to the parties to establish conditions and terms precedent to said administration of said County road maintenance.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and of mutual benefits to flow each to the other, and for other good and valuable considerations, the City of Pensacola, and the County of Escambia agree as follows:

1. The purpose of this Agreement is to establish understandings and processes to ensure roads and streets that traverse between political jurisdictions (City and County) have identified responsibilities for maintenance, funding, procurement of services, and payments between all parties. The City will be responsible to provide an annual project

list, anticipated cost per project, data and analysis (OCI Ranking, construction specifications, etc.) identifying ranking and priority for needs. The County reserves the right to review, question, and offer internal services and resources to reduce cost and meet demands.

2. That the City shall maintain responsibility for County and State roadways that traverse within the jurisdiction of the City if the agency of ownership, (State or County) has not provided or has scheduled at a minimal preventative ride maintenance (resurfacing, pot hole attention, surface protection applications).

3. That the County shall budget funds annually from the County for maintenance of County roads and State roads that the County has the responsibility of maintaining which are located within the City corporate limits. Maintenance includes surface maintenance (resurfacing), and shoulder maintenance, and all involved to ensure safe mobility of motorists. The County agrees to make payment to the City on an invoice basis upon receipt of a payment request from the City. All payment will be paid within thirty (30) days as invoice is submitted. If the State or County performs maintenance on any facility identified within the approved list (Attachment A) through a project on the contiguous facility, notification of work performed should be submitted to the maintaining agency (City).

4. All projects identified as needs beyond the terms or conditions of this agreement of routine maintenance will require submittal for additional funds to the responsible agency by March of the prior year to ensure budgeting potential.

5. The term of this Agreement shall be for one year commencing October 1, 2008. Renewal of the Agreement for succeeding terms of twelve (12) months shall be automatic unless either the City or County desires to terminate or change the Agreement. Such termination or change shall be transmitted in writing ninety (90) days prior to September 30.

6. This Agreement supersedes the Interlocal Agreement relating to secondary road maintenance entered into between the City and the County on August 28, 1975, and all amendments thereto or extensions thereof.

7. 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.

IN WITNESS WHEREOF, the parties hereto have made and have executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, and the City of Pensacola, by and through its City Manager, duly authorized to execute same by the City of Pensacola City Council on the ____ day of _____, 2008.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

By: _____
Deputy Clerk

BCC Approved: _____

(Seal)

CITY:
City of Pensacola, a Florida Municipal Corporation, acting by and through its duly authorized City Council.

ATTEST:

By: _____
City Manager

By: _____
City Clerk

Date: _____

(Seal)

DRAFT

ATTACHMENT "A"

MILEAGE:

- A. "W" Street north of Navy Boulevard, 0.95 lane miles;
- B. "E" Street north of Cervantes, 1.44 lane miles;
- C. "T" Street from mid block of Gadsden - Cervantes to mid block of Strong - DeSoto, 0.28 lane miles;
- D. Jackson Street from mid-block of "S" and "T" Streets to Pace Boulevard, 0.61 lane miles;
- E. Bayou Boulevard from Lloyd Street to Cervantes Street, 1.00 lane miles;
- F. Annexation of Leonard Street, 0.76 lane miles;
- G. Airport Boulevard, 1.55 lane miles;
- H. Bayfront Parkway "unit one", 2.27 lane miles; and
- I. Bayfront Parkway "unit two", 2.28 lane miles.

Public Works Bureau Escambia County, Florida

1190 W. Leonard Street
Pensacola, FL 32501
(850) 595-3434 – tel
(850) 595-3444 - fax
www.myescambia.com



Roads & Bridges Engineering Facilities Maintenance Mosquito Control Parks Water Quality

MEMORANDUM

TO: Bob McLaughlin
FROM: Taylor (Chips) Kirschenfeld
DATE: June 25, 2008
RE: City-County Stormwater/Water Quality Issues

Escambia County Water Quality Division staff (Chips Kirschenfeld and Sava Varazo) met with City of Pensacola Public Works Department staff (Al Garza) to discuss common issues pertaining to stormwater and water quality. Following is a summary of those meetings.

- **Coordinate Total Maximum Daily Load (TMDL) pollutant reduction goals**

Staffs agreed that the County and City will need to work closely together to address the required pollutant load reduction goals that will be mandated by TMDLs for shared waterbodies such as Bayou Texar/Carpenters Creek, Bayou Chico, and Pensacola Bay. The Basin Management Action Plans (BMAPs) that will be developed for each of these impaired waterbodies will require all stakeholders, including the County and City, to implement pollutant load reductions to satisfy the TMDLs. For the County and City, this means reductions in stormwater pollutant loadings.

- **National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Interlocal Agreement**

Staffs have developed a County-City Interlocal Agreement that specifies the roles and responsibilities of the County and City as it pertains to coordinating the requirements of the joint NPDES Stormwater Permit. The County and City will combine their permit- required water and sediment sampling activities, utilize the County's Water Quality Lab (cost savings), and coordinate public education and outreach requirements of the permit. City staff is taking the Interlocal Agreement to the City Council for their consideration, after which the agreement will be presented to the BCC for their consideration. The Interlocal Agreement specifies that the City will reimburse the County \$50,000 per year for the water and sediment sampling activities, as well as the laboratory analysis of these samples.

- **Unify stormwater rules and regulations (unified stormwater ordinance)**

Staffs support the idea of a unified stormwater ordinance for the County and the City so that the stormwater rules and regulations are the same for each local government. This would be less confusing for the public and developmental community.

- **Combine street sweeping activities**

The City has 7 street sweepers and the County has 5 street sweepers. Equipment incompatibility issues were discussed. Potential cost savings could be realized.

- **Combine environmental/stormwater permitting and enforcement (cost savings)**

Staffs agreed that there may be a cost savings if the County and City combined their wetland and tree permitting activities. The City no longer has an Environmental Coordinator, and the City does not have an arborist. The County does have an arborist and wetland scientists. The City could reimburse the County for services provided. Environmental ordinances would have to be aligned. Combined stormwater permitting may be more difficult, but if the building permit functions were combined, then the combined stormwater permitting would be part of that process.

- **Partner on grant opportunities**

Staffs agreed that there are good opportunities for partnering on stormwater and water quality grant proposals, especially in areas of shared watersheds such as Bayou Texar/Carpenters Creek, Bayou Chico, and Pensacola Bay. Instead of competing for the same grant dollars, we could combine efforts to seek joint grants.

1 **DIVISION 1. GENERALLY**

2
3 **Sec. 18-201. Definitions.**

4
5 The following words and phrases when used in this article have the meaning as set out
6 herein:

7
8 *County Administrator.* The individual appointed by the County Commissioners to serve
9 in said capacity or his designated agent.

10
11 *Taxicab.* A public passenger vehicle equipped with a taximeter, which carries
12 passengers for hire only at lawful rates of fare recorded and indicated on a taximeter, or
13 rates of fare otherwise authorized by this article or rule.

14
15 *Taximeter.* A mechanical or electrical device which records and indicates a charge of
16 fare calculated according to distance traveled, waiting time, traffic delay, initial charge,
17 number of passengers, and other charges authorized by this article or by rule, or by
18 combination of any of the foregoing, and which records other data.

19
20 *Waiting time.* The time when a taxicab is not in motion from the time of acceptance of a
21 passenger or passengers to the time of discharge, but does not include any time that
22 the taxicab is not in motion due to any cause other than the request, act or fault of a
23 passenger or passengers.

24
25 **Section 18-202. License and Insurance.**

26
27 (a) No taxicab shall be in operation unless there is in full force and effect a
28 liability insurance certificate issued by an insurance company authorized to do business
29 in the State of Florida for each vehicle authorized in the minimum amount of twenty-five
30 thousand dollars (\$25,000.00) because of bodily injury to or death of one person in an
31 accident and subject to said units for one person in the minimum amount of fifty
32 thousand dollars (\$50,000.00) because of bodily injury or death of two (2) or more
33 persons in any one accident, and in the minimum amount of ten thousand dollars
34 (\$10,000.00) because of injury to or destruction of property of others in any one
35 accident, or in amounts as required by the State of Florida, if greater.

36
37 (b) A company, including any taxi firm, partnership, association or corporation
38 may be self-insured in accordance with the Florida Statutes provided that the coverage
39 on each vehicle is equal to or greater than the minimum liability requirements specified
40 by Escambia County.

41
42 (c) *"E" motor vehicle permit required.* Any and all operators of taxicabs will
43 possess a current class "E" permit issued by the state.

44
45 (d) All taxicabs operating in Escambia County must have a valid business tax
46 receipt as per Section 90-93 of this code.

1 **Section 18-203. Taximeters required.**

2
3 Taxicabs operated under the authority of this article shall be equipped with taximeters
4 fastened to the vehicle, placed in front of the passengers, visible to them at all times,
5 day and night.

6
7 (a) The face of the taximeter required by Section 18-254 shall be illuminated.

8
9 (b) The taximeter shall be operated mechanically by a mechanism of standard
10 design and construction, driven either from the transmission or from one of the front
11 wheels by a flexible and permanently attached driving mechanism.

12
13 (c) The taximeter shall be sealed at all points. Connections which, if
14 manipulated, would affect its correct reading and recording shall be sealed.

15
16 (d) Each taximeter shall have thereon a device to denote when the vehicle is
17 employed and when it is not employed, and it shall be the duty of the driver activate the
18 device.

19
20 The taximeters shall be subject to inspection from time to time by the county
21 administrator. The county administrator is hereby authorized, either on complaint of any
22 person or without such complaint, to inspect any meter and, upon discovery of any
23 inaccuracy therein, to notify the person operating said taxicab to cease operation.
24 Thereupon, the taxicab shall be kept off the roadways until the taximeter is repaired and
25 in the required working condition.

26
27 **Sec. 18-204. Rates--Generally.**

28
29 (a) Except as provided in subsection (b) below, no owner or operator of a
30 taxicab shall charge a greater or lesser sum for the use of a taxicab than in accordance
31 with the following rates:

32
33 (1) *Mileage rates.* One dollar and eighty cents (\$1.80) for the first one-
34 eighth mile or fraction thereof; twenty-five cents (\$0.25) for each additional one-eighth
35 mile or fraction thereof; charge for additional passengers over the age of thirteen (13)
36 years, fifty cents (\$0.50) each;

37
38 (2) *Waiting time.* Fifteen dollars (\$15.00) per hour;

39
40 (3) *Hand baggage.* There will be a charge of fifty cents (\$0.50) for
41 each article of hand baggage in excess of two (2) bags provided that the customer
42 requests handling by the driver;

43
44 (4) *Night rate.* Trips between 9:00 p.m. and 5:00 a.m. fifty cents
45 (\$0.50) additional;

46

1 (b) Owners or operators of taxicabs may charge uniform rates in amounts
2 less than those provided in (a), above, provided that such rates pertain to all taxicabs
3 operating under the same, that such rates are uniformly applied for the period during
4 which such rates are in effect, that such rates are conspicuously posted by painting or
5 placement of vinyl decals on exterior doors so as to be visible to the riding public, and
6 that such rates must remain in effect on all applicable taxicabs for a period of ninety (90)
7 days from the date of commencement of such rates, at which time such discount rates
8 must be discontinued for at least ninety (90) days.
9

10 (c) The rates established by this section may be adjusted by Resolution of the
11 Board of County Commissioners.
12

13 **Sec. 18-205. Same--Flat and minimum rates.**
14

15 Except as specifically provided for in this division, no minimum or flat rate shall be
16 charged, or attempted to be charged, for any trip between two (2) points within the
17 jurisdictional limits of the county. These rules shall apply even though a portion of such
18 trip be in an area outside the county.
19

20 **Sec. 18-206. Waiting time defined.**
21

22 (a) Waiting time shall include the time during which the taxicab is not in action
23 beginning with its arrival at the place to which it has been called, or the time consumed
24 while standing at the direction of the passenger; but no charge shall be made for the
25 first five (5) minutes of waiting after arrival or for the time lost by inefficiency of the
26 taxicab or driver or consumed by premature arrival in response to a call. All rates are to
27 be based upon the most direct practical routes.
28

29 (b) Waiting time shall be utilized in conjunction with mileage rates while the
30 taxicab is in motion so that the taximeter will indicate the total cost of the trip as a
31 combination of either time or mileage, whichever is greater. All rates are to be based
32 upon the most direct personal route.
33

34 **Sec. 18-207. Parties.**
35

36 (a) No driver of a taxicab shall carry any other person than the passenger first
37 employing the taxicab without the consent of the passenger; and in no event shall a
38 driver pick up or carry any other passenger en route after a trip has started except that
39 where the passenger first engaging the taxicab is a party or member of a party together,
40 other members of the party may be picked up at different locations en route on direction
41 of the member or members of the party first engaging the cab.
42

43 (b) When a party of passengers engages a taxicab, the members of the party
44 shall be entitled to be carried to the same or different destination for the meter rate
45 above provided, including extra passenger fare where applicable, and the meter shall

1 not be reengaged after the trip starts until the last member of the party has been
2 dropped and he shall be responsible for the total fare then shown on the meter.
3

4 (c) Where two (2) or more passengers are permitted to be carried who are not
5 members of a party, but who agree to be carried together, the meter shall be inactivated
6 and placed on hold position when the passenger first dropped reaches his destination,
7 and while he is being unloaded, and the fare shall be the amount then showing on the
8 meter. The meter shall again be activated for the second passenger and the fare will be
9 the amount then showing on the meter when his destination is reached. For a third or
10 fourth passenger, the meter shall be inactivated, or placed on hold and reactivated as
11 provided for the first and second passengers. In no instance, however, shall a party
12 traveling with others pursuant to this subsection be required to pay a fare greater than
13 the amount he would have been charged if he were the sole passenger.
14

15 **Sec. 18-208. Charters; personal uses.**

16
17 Notwithstanding any other provision of this division, the taximeter need not be in
18 operation whenever a taxicab is being driven for the personal use of the taxicab owner
19 and/or operator thereof, for the transportation of passengers for hire under the terms of
20 a written agreement fixing a flat rate for a period of at least twenty (20) days. Signs
21 indicating use of the taxicab for those purposes shall be affixed to the front window of
22 the right side of the taxicab. Each sign shall be at least three (3) inches wide and
23 twelve (12) inches long, with the same words and lettering at least two (2) inches high
24 on each side of the signs. Signs used to indicate personal use of the taxicab by the
25 taxicab owner and/or operator shall contain the words "Not in Service." Signs indicating
26 transportation of passengers for hire pursuant to contractual agreements, as stated
27 above, shall contain the word "Charter." At all other times the taxicab is carrying
28 passengers for hire, the taximeter shall be in operation. Taxicabs may carry parcels or
29 packages and perform other courier services and make charges agreed upon by
30 persons requesting service and the taxicab company.
31

32 **Section 18-209. Violations.**

33
34 Violations of any provision of this ordinance shall be enforced as a civil infraction, as per
35 Chapter 30, Article III of the Escambia County Code of Ordinances.
36

37 **Section 3. Severability.**

38
39 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
40 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
41 way affect the validity of the remaining portions of this Ordinance.
42

43 **Section 4. Inclusion in the Code.**

44
45 It is the intention of the Board of County Commissioners that the provisions of
46 this ordinance shall become and be made a part of the Escambia County Code; and

1 that the sections of this Ordinance may be renumbered or relettered and the word
2 "ordinance" may be changed to "section", "article", or such other appropriate word or
3 phrase in order to accomplish such intentions.
4

5 **Section 5. Effective Date.**
6

7 This Ordinance shall become effective upon filing with the Department of State.
8

9 **DONE AND ENACTED THIS ____ DAY OF _____, 2008.**
10

11 **BOARD OF COUNTY COMMISSIONERS**
12 **ESCAMBIA COUNTY, FLORIDA**
13

14
15 **BY: _____**
16 **Gene M. Valentino, Chairman**

17 **ATTEST: ERNIE LEE MAGAHA**
18 **Clerk to the Circuit Court**
19

20
21 **BY: _____**
22 **Deputy Clerk**
23

24 **(Seal)**
25

26 **Enacted:**
27 **Filed with Department of State:**
28 **Effective:**

1 ESCAMBIA COUNTY ORDINANCE NO. 2008-____

2
3 AN ORDINANCE OF THE BOARD OF COUNTY
4 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA,
5 CREATING CHAPTER 94, ARTICLE V, SECTIONS 94-171
6 TO 94-176, OF THE ESCAMBIA COUNTY CODE OF
7 ORDINANCES; ESTABLISHING MAXIMUM PRICES FOR
8 NONCONSENSUAL TOWING AND STORAGE SERVICES
9 IN ESCAMBIA COUNTY; ~~PROVIDING FOR~~
10 ESTABLISHING DOCUMENTATION REQUIREMENTS;
11 ~~PROVIDING FOR~~ ESTABLISHING PENALTIES;
12 PROVIDING FOR ENFORCEMENT; PROVIDING FOR
13 SEVERABILITY; PROVIDING FOR INCLUSION IN THE
14 CODE; PROVIDING FOR AN EFFECTIVE DATE.
15

16 **WHEREAS**, the Escambia County Board of County Commissioners recognizes
17 the need to regulate the maximum prices imposed for nonconsensual towing and
18 storage service in Escambia County; and

19 **WHEREAS**, the Board of County Commissioners is authorized to set maximum
20 prices for nonconsensual towing pursuant to Sections ~~125.0313(1)(b)-(c)~~
21 125.0103(1)(b)-(c) and 715.07(2)(b), Florida Statutes; and

22 **WHEREAS**, the Board of County Commissioners finds that the adoption of an
23 ordinance establishing maximum prices for nonconsensual towing is in the public
24 interest.

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

27 **Section 1.** Chapter 94, Article V, Section 94-171 of the Code of Ordinances of
28 Escambia County, Florida is hereby created to read as follows:

1 **Section 94-171. Intent.**

2 Escambia County intends to regulate the maximum price charged for
3 nonconsensual towing services throughout the incorporated and unincorporated areas
4 of Escambia County.

5
6 **Section 2.** Chapter 94, Article V, Section 94-172 of the Code of Ordinances of
7 Escambia County, Florida is hereby created to read as follows:

8 **Section 94-172. Scope.**

9 (1) The provisions of this article shall regulate the maximum price charged for
10 nonconsensual towing services, which shall include tows of vehicles on private property,
11 removal and storage of wrecked or disabled vehicles from an accident scene, or for the
12 removal and storage of vehicles in the event the owner or operator is incapacitated,
13 unavailable, leaves ~~to~~ the procurement of wrecker service to the law enforcement officer
14 at the scene, or otherwise does not consent to the removal of the vehicle.

15 (2) This article shall apply to all incorporated and unincorporated areas of
16 Escambia County unless a municipality expresses its intent to exclude itself through
17 resolution.

18 (3) Nothing in this article shall be construed to prevent any municipality from
19 enacting additional safety regulations of towing and storage services within the
20 municipality's incorporated areas.

21
22 **Section 3.** Chapter 94, Article V, Section 94-173 of the Code of Ordinances of
23 Escambia County, Florida is hereby created to read as follows:

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Section 94-173. Maximum Price.

(1) The Escambia County Board of County Commissioners shall establish rates for nonconsensual towing services by resolution. It shall be unlawful and a violation of this article for any tow truck operator or owner to charge, demand, or request any rate exceeding those rates established pursuant to such resolution for nonconsensual towing services specified therein.

(2) Nothing in this article shall be construed to prevent a municipality from establishing additional rate regulations within the municipality's incorporated areas.

Section 4. Chapter 94, Article V, Section 94-174 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Section 94-174. Documentation.

Any tow truck operator or owner who provides nonconsensual towing services shall keep records of mileage, services provided, and prices charged for each nonconsensual towing service and shall provide these records to any law enforcement agency upon request.

Section 5. Chapter 94, Article V, Section 94-175 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Section 94-175. Penalty.

Any tow truck owner or operator who charges more than the maximum rate allowed by this article for nonconsensual towing services, as specified by resolution,

1 shall be fined a civil penalty of ~~two hundred fifty dollars (\$250.00)~~ five hundred dollars
2 (\$500.00) for each violation.

3

4 **Section 6.** Chapter 94, Article V, Section 94-176 of the Code of Ordinances of
5 Escambia County, Florida is hereby created to read as follows:

6 **Section 94-176. Enforcement.**

7 The Sheriff shall enforce the provisions of this article in the unincorporated areas
8 of Escambia County. The law enforcement agency of each municipality shall enforce
9 the provisions of this article in the incorporated area of the municipality which the law
10 enforcement agency serves.

11

12 **Section 7. SEVERABILITY.**

13 It is declared the intent of the Board of County Commissioners that if any
14 subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid
15 or unconstitutional by a Court of competent jurisdiction, such invalidity or
16 unconstitutionality shall not be so construed as to render invalid or unconstitutional the
17 remaining provisions of this Ordinance.

18

19 **Section 8. INCLUSION IN THE CODE.**

20 It is the intention of the Board of County Commissioners that the provisions of
21 this Ordinance shall become and be made a part of the Escambia County Code; and
22 that the sections of this Ordinance may be renumbered or relettered and the word

1 "ordinance" may be changed to "section," "article," or such other appropriate word or
2 phrase in order to accomplish such intentions.

3

4 **Section 9. EFFECTIVE DATE.**

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

7 DONE AND ENACTED this _____ day of _____, 2008.

8 BOARD OF COUNTY COMMISSIONERS
9 ESCAMBIA COUNTY, FLORIDA

10

11

12 By: _____
13 Gene M. Valentino, Chairman

14 ATTEST: ERNIE LEE MAGAHA
15 Clerk of the Circuit Court

16

17

18 By: _____
19 Deputy Clerk

20

21 (SEAL)

22 ENACTED:

23 FILED WITH DEPARTMENT OF STATE:

24 EFFECTIVE:

25

26

27