THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOMAFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED. <u>CHAMBER RULES</u>

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.

2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.

3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.

4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.

5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY

SUPREME COURT DECISIONS.

6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

<u>AGENDA</u> <u>Board of County Commissioners</u> <u>Regular Meeting – September 17, 2012 – 5:30 p.m.</u> <u>Governmental Complex – First Floor</u>

1. Call to Order.

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

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

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

<u>Recommendation</u>: That the Board adopt the agenda as prepared (or duly amended).

5. Commissioners' Forum.

6. Proclamations.

<u>Recommendation:</u> That the Board adopt the following two Proclamations:

A. The Proclamation extending a warm welcome to Most Worshipful Grand Master Jorge Luis "George" Aladro, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County Florida; and

B. The Proclamation proclaiming October 4, 2012, as "University of West Florida College of Business Day" in Escambia County and calling upon all citizens to recognize the University of West Florida's College of Business for its service to our community and its commitment to the education or our workforce.

7. Written Communication:

August 23, 2012 - Communication from Vincent A. Matassa requesting release of a Lien placed on the property located at 1692 Via de Luna Drive, along with a waiver of late fees which may have accrued, because of failure to pay the 2012 Non-ad Valorem Special Assessment due on his property.

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

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

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance increasing the caps on the electric and natural gas franchise fees by 50%.

<u>Recommendation</u>: That the Board adopt an Ordinance increasing the caps on electric and natural gas franchise fees by 50% for franchisees, subject to caps.

10. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In The Office Of The Clerk To The Board Escambia County Governmental Complex, Suite 130

Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court and Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following Reports prepared by the Clerk of the Circuit Court and Comptroller's Finance Department:

A. Disbursement of Funds for August 30, 2012, to September 5, 2012, in the amount of \$9,951,580.90;

B. Tourist Development Tax Collections Data for the July 2012 returns received in the month of August 2012;

C. The Investment Report for the Month ended August 31, 2012; and

D. Budget Comparison Reports as of August 31, 2012.

BACKUP FOR ITEMS B, C, AND D TO BE DISTRIBUTED UNDER SEPARATE COVER.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 6, 2012;

B. Approve the Minutes of the Regular Board Meeting held September 6, 2012; and

C. Approve the Minutes of the First Public Hearing - Fiscal Year 2012-2013 County-wide Budget held September 11, 2012.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. <u>Recommendation Concerning CRA Meeting Minutes August 23, 2012 - Keith</u> <u>Wilkins, REP, Community & Environment Department Director</u>

That the Board accept for filing with the Board's Minutes, the August 23, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

2. <u>Recommendation Concerning Adoption of Two Maintenance Maps for Portions of</u> <u>Brickyard Road, McKinnonville Street, and Blake Street in the Molino Area - Joy</u> <u>D. Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action concerning adoption of Maintenance Maps for portions of Brickyard Road, McKinnonville Street, and Blake Street in Molino, totaling approximately 6,540 feet in length:

A. Adopt two Maintenance Maps, Engineering Department Map Number L-4930A, for a portion of Brickyard Road (approximately 1,050 feet in length), McKinnonville Street (approximately 1,600 feet), and Blake Street (approximately 440 feet in length), lying south of Molino Road and west of CSX Railroad in Molino, and Engineering Department Map Number L-4930B, for a portion of Brickyard Road (approximately 3,450 feet in length) lying north of Brickton Road and west of CSX Railroad. These Maps delineate the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Maps for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Maps as of the day of delivery of the Maps to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Maps for recording at that time.

These roads are the last remaining County maintained roads in this area. They are scheduled to be paved to reduce maintenance costs and sediment transport to nearby rivers.

The County has maintained portions of Brickyard Road, McKinnonville Street, and Blake Street in Molino, totaling approximately 6,540 feet in length, as depicted on the accompanying Maps, Number L-4930A and Number L-4930B.

Chapter 95.361, Florida Statutes, asserts public ownership of certain rights-of-way maintained by the County (see Attachment 1). The Statute - Roads Presumed to be Dedicated - contains three key qualifications, any of which may

AGENDA

SEPTEMBER 17, 2012

Page 5 provide Public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road; (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County; or (3) a Map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Maps numbered L-4930A and L-4930B, depicting the extent of County Maintenance, were produced under the supervision of the County Engineer. By signing the Maps, the road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years. Upon approval by the Board, the Clerk of Court will file the Maps in the Public Records, as described in Florida Statutes, Chapter 95.361.

3. <u>Recommendation Concerning the Renewal of an Agreement with Pensacola Bay</u> <u>Transportation Company to Provide Paratransit Transportation Services - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

That the Board approve a one-year extension of the Agreement to Provide Paratransit Transportation Services between Escambia County and Pensacola Bay Transportation Company, LLC, effective October 1, 2012, through September 30, 2013, to provide transportation services to disabled persons, as required by the Americans with Disabilities Act and State Service Plans.

Escambia County, the provider of mass transit services through Escambia County Area Transit (ECAT), is required by the Americans with Disabilities Act (ADA) to provide complimentary paratransit services within a certain distance of existing bus routes. In accordance with Florida Statutes, Chapter 427, Pensacola Bay Transportation Company is the current Community Transportation Coordinator (CTC) designated by the Transportation Planning Organization (TPO) for Escambia County and is responsible to function as per the Transportation Disadvantaged Service Plan (TDSP).

The original agreement with Pensacola Bay Transportation Company to provide paratransit transportation services was effective for a term beginning on October 1, 2011, and expiring on September 30, 2012, with the option to renew for two additional one-year terms.

[Funding for the Agreement is from Fund 104, Mass Transit, and is included in ECAT's Fiscal Year 2012-2013 budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from Federal and State funding sources, such as the Federal Transit Administration and Florida Department of Transportation.]

4. <u>Recommendation Concerning the Request for Disposition of Surplus Property for</u> <u>the Escambia County Health Department - John J. Lanza, MD, PhD, MPH,</u> <u>FAAP, CHD Director</u>

That the Board approve the Request for Disposition of Property Form for the Escambia County Health Department for property unable to be located, all of which is described and listed on the Health Department Inventory List.

5. <u>Recommendation Concerning the Scheduling of a Public Hearing Regarding the</u> <u>Fiscal Year 2013 ECAT Disadvantaged Business Enterprise Procurement Goals</u> - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the scheduling of a Public Hearing for October 4, 2012, at 5:32 p.m., for the purpose of receiving comments concerning the Fiscal Year 2013 Escambia County Area Transit (ECAT) Disadvantaged Business Enterprise (DBE) Goals.

U.S. Code 49, Code of Federal Regulations (CFR) Parts 23 and 26, require the establishment of an ECAT DBE Program to remedy past and current discrimination against disadvantaged business enterprises, ensure a level playing field, and foster equal opportunity in U.S. Department of Transportation assisted contracts. Essential requirements of the DBE program include the establishment of an annual goal and public participation in the process. This goal applies only to federally-assisted ECAT procurements.

II. Budget/Finance Consent Agenda

1. <u>Recommendation Concerning the Purchase of a Motor Grader - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board authorize the County to piggyback off of the National Joint Powers Alliance Contract #060311-VTL, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions, and Section 46-64, Board approval, and award a Purchase Order for one new Leeboy 685B Motor Grader, PD 11-12.061, to Tractor and Equipment Co., in the amount of \$125,064.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

2. <u>Recommendation Concerning the Purchase of a Freightliner M2 Grapple Truck -</u> <u>Amy Lovoy, Management and Budget Services Department Director</u>

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #SPEC 48, 11-19-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions, and Section 46-64, Board approval, and award a Purchase Order for one Freightliner M2, Grapple Truck, PD 11-12.060, to Atlantic Truck Center, in the amount of \$121,848.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

3. <u>Recommendation Concerning Workers' Compensation Insurance Renewal - Amy</u> <u>Lovoy, Management and Budget Services Department Director</u>

That the Board approve the continued participation with the Florida Municipal Insurance Trust for the renewal of the fully insured Workers' Compensation Insurance for Escambia County, effective October 1, 2012, in the amount of \$1,427,554.

4. <u>Recommendation Concerning Partial Release of Liens Associated with Real</u> <u>Property Located at 3004 North Guillemard Street - Amy Lovoy, Management</u> <u>and Budget Services Department Director</u>

That the Board take the following action concerning the partial release of Liens associated with property that will be conveyed to Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Authorize partial release of Liens associated with 3004 North Guillemard Street, Account Number 05-1037-000, Reference Number 04-2S-30-6001-035-017, on the properties listed below;

1. Liens recorded at Official Records Book 6436, at Page 1364, on property located in the Block of 8500 Elbert Street; and

2. Liens recorded at Official Records Book 6603, at Page 1925, on property located at 3623 North R Street;

B. Approve release of the effect of the 2011 Nuisance Abatement Lien, which was placed on the North Guillemard property one month prior to Final Judgment recorded in Official Records Book 6770, at Page 442; and

C. Acknowledge that Habitat for Humanity will pay all recording costs relative to the Lien releases.

5. <u>Recommendation Concerning Reduction of Minimum Sales Price of Real</u> <u>Properties Due to the Property Appraiser's 2012 Assessed Values - Amy Lovoy,</u> Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum sales price required for real properties, due to the Property Appraiser's 2012 Certified Roll assessed values:

A. Authorize the sale of the following real properties to the bidder with the highest offer received at or above the reassessed minimum bid, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board;

1. Property located at 10 Besma Drive, Account Number 07-1829-000, Reference Number 34-2S-30-1151-040-007, is now accessed at \$11,401;

2. Property located at 110 North Merritt Street, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008, is now accessed at \$16,976;

3. Property located at 307 East Blount Street, Account Number 13-3134-000, Reference Number 00-0S-00-9020-010041, is now accessed at \$1,710;

4. Property located at 1209 West Bobe Street, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038, is now accessed at \$45,003; and

5. Property located at 1608 West Desoto Street, Account Number 15-0980-100, Reference Number 00-0S-00-9060-024-093, is now accessed at \$1,979; and

B. Authorize the Chairman to sign all documents related to the sale.

6. <u>Recommendation Concerning the Surplus and Sale of Real Property Located in</u> <u>the 3600 Block of Mobile Highway that has Escheated to the County - Amy</u> <u>Lovoy, Management and Budget Services Department Director</u>

That the Board take the following action concerning the surplus and sale of real property located in the 3600 Block of Mobile Highway that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 06-3868-500, Reference Number 33-2S-30-3100-001-001;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,440, in accordance with Section 46.134 of the Escambia County, Florida, Code of Ordinances; and

C. Authorize the Chairman to sign all documents related to the sale.

7. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 223 Payne Road - Keith Wilkins, REP, Community & **Environment Department Director**

That the Board ratify the following September 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 223 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Charles G. and Lois D. Nickels, the owners of residential property located at 223 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$982, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for sanitary sewer connection; and

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

8. Recommendation Concerning Ratification of Emergency Purchase Orders to Olsen Associates, Inc., for Emergency Engineering Services Associated with Hurricane Isaac - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for information and ratify the issuance of two Emergency Purchase Orders to Olsen Associates, Inc., to provide services for Pensacola Beach and Perdido Key beaches to document post-Hurricane Isaac beach impacts. The Emergency Purchase Orders, Purchase Order 21552, in the amount of \$29,500, and Purchase Order 21555, in the amount of \$22,370, were approved by the County Administrator. Funds were available from Fund 001, General Fund, in Cost Center 221001, Water Quality & Land Management, Object Code 53101.

9. <u>Recommendation Concerning Residential Rehab Grant Funding and Lien</u> <u>Agreements for 228 Payne Road - Keith Wilkins, REP, Community &</u> <u>Environment Department Director</u>

That the Board ratify the following September 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 228 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and John G. and Mary N. McKeon, the owners of residential property located at 228 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

10. <u>Recommendation Concerning Award of Emergency Solutions Grant Second</u> <u>Allocation (ESG II) - Keith Wilkins, REP, Community & Environment Department</u> <u>Director</u>

That the Board take the following action concerning the award of the Emergency Solutions Grant Second Allocation (ESG II) Grant #E11-UC-12-0022 by the U.S. Department of Housing and Urban Development (HUD):

A. Acknowledge, for the official record, HUD approval of the Emergency Solutions Grant Second Allocation (ESG II) Grant #E11-UC-12-0022, in the total amount of \$51,524;

B. Approve an Agreement with The EscaRosa Coalition on the Homeless, Inc. (ECOH), providing Emergency Solutions Grant Second Allocation (ESG II) support, in the amount of \$48,948, for administering and coordinating expansion and continuing integration of the Homeless Management Information System (HMIS); and

C. Authorize the Chairman or Vice Chairman to execute the Agreement and the County Administrator and/or Chairman or Vice Chairman, as appropriate, to execute all related forms and any other documents as may be required to fully implement the Grant and the HMIS Project.

[Funding: Fund 110, Emergency Shelter Grant and Emergency Solutions Grant (ESG & ESG II)-Cost Center: 220561]

11. <u>Recommendation Concerning a Change Order to Hewes and Company, LLC,</u> for Replacement of a Pedestrian Bridge on the Southwest Greenway Connector Trail, Due to the June 2012 Rain Event - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #5, to replace the previously-existing pedestrian bridge spanning Jones Creek, which was destroyed by heavy rains in June 2012, and change the substantial completion date to January 11, 2013:

Department:	Community & Environment
Division:	Water Quality & Land Management
Туре:	Addition
Amount:	\$55,724.00
Vendor:	Hewes and Company, LLC
Project Name:	Southwest Greenway Connector Trail
Contract:	PD 11-12.007
PO No.:	121077-5
CO No.:	5
Original Award Amount:	\$340,676.70
Cumulative Amount of Change Orders through CO #5	\$55,724.00
New Contract Total:	\$396,400.70

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 11NE0878, Southwest Greenway, Object Code 56301]

That the Board take the following action concerning Amendment #1 to the Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. (Loaves and Fishes):

A. Approve Amendment #1 to the Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc., to incorporate additional funding of \$23,115 (increasing the total funding from \$87,020 to \$110,135) to support required equipment replacement and associated costs for the Loaves and Fishes Emergency Shelter Facility for homeless families with children located at 257 East Lee Street, Pensacola, Florida; and

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

[Funding: Fund 124, Affordable Housing-Community Development, Cost Center 220406]

13. <u>Recommendation Concerning Approval to Issue Fiscal Year 2012-2013</u> <u>Purchase Orders in Excess of \$50,000 for the Public Safety</u> <u>Department - Michael D. Weaver, Public Safety Department Director</u>

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department for Fiscal Year 2012-2013.

14. <u>Recommendation Concerning Florida Department of Health, Bureau of</u> <u>Emergency Medical Services, EMS County Grant Application - Michael D.</u> <u>Weaver, Public Safety Department Director</u>

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS County Grant Application for Fiscal Year 2011/2012, in the amount of \$36,156, which is 45 percent of the funds this County deposited in the State EMS Trust Fund, for the period July 1, 2011, through June 30, 2012:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the EMS Trust Fund, as the Escambia County Emergency Medical Services' Award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign the EMS Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects, Revenue Account 334221, Cost Center 330318]

15. <u>Recommendation Concerning the Issuance of Purchase Orders over \$50,000</u> <u>for Fiscal Year 2012-2013 - Marilyn D. Wesley, Community Affairs Department</u> <u>Director</u>

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements for Fiscal Year 2012-2013, as follows:

	Vendor	<u>Amount</u>	<u>Contract</u> <u>Number</u>
Α.	Merritt Veterinary Supply	\$ 60,000	
	Animal Care, Medical Supplies, and Equipment		
	Vendor Number: 133193		
	Funding: Fund 001, General Fund, and Fund 101, Escambia County Restricted		
	Cost Center: 320501, Animal Services Administration, and 320502, Animal Services License Fees		
В.	TESI Staffing and Employment Screening	\$ 100,000	
	Long Term Temporary Staffing Needs		PD11-12.035
	Vendor Number: 200955		
	Funding: Fund 001, General Fund, and Fund 101, Escambia County Restricted		
	Cost Center: 320501, Animal Services Administration, and 320502, Animal Services License Fees		

[Funding Source: Funding is available in the specified Cost Center(s) for each Purchase Order.]

16. <u>Recommendation Concerning the Saufley Field Road C&DD Landfill Closure</u> <u>and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste</u> <u>Management Department Director</u>

That the Board take the following action concerning the ClosureTurf Long-Term Service Agreement between Escambia County and ClosureTurf, LLC, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project:

A. Approve and authorize the County Administrator to sign the Long-Term Service Agreement between Escambia County and ClosureTurf, LLC, in accordance with the Florida Department of Environmental Protection (FDEP) Approval of Alternate Procedures Case No. SWAP10-2; and

B. Approve a Purchase Order to ClosureTurf, LLC, in the amount of \$125,000, for Saufley Landfill final cover ballast sand infill maintenance, and Surety Bond, in accordance with the ClosureTurf Long-Term Service Agreement.

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230316, Object Code 56301]

17. <u>Recommendation Concerning a Property Exchange with International Paper</u> <u>Company - Patrick T. Johnson, Solid Waste Management Department Director</u>

That the Board take the following action concerning a property exchange with International Paper Company:

A. Adopt the Resolution authorizing the exchange of easements with International Paper Company; and

B. Authorize the Chairman to execute the Resolution, Contract for Exchange of Easements, Easement, and all other documents necessary to complete the transaction.

The County and International Paper Company have agreed to convey an easement over their property in exchange for an easement over the other's property. It is in the best interest of the citizens of Escambia County to authorize and approve the proposed exchange under the terms and conditions set forth in the contract.

The County desires the conveyance of a 100-foot ingress/egress and utility easement, owned by International Paper, in exchange for conveyance of a 50-foot wide ingress and egress easement over the south 50-feet of a portion of property owned by Escambia County. Both parties agree that the value of each easement is \$4,625.59, and that it is in the best interest of both parties to convey the property to the other.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 54901 - Each party will pay the documentary stamp tax and recording costs associated with the easement it receives from the other. Each party shall be responsible for its own attorneys' fees. The party owning the property shall be responsible for costs associated with removing any defects and encumbrances on its title which such party elects to remove.]

18. <u>Recommendation Concerning Amending the Board's Action of April 17, 2012, to</u> <u>Issue Purchase Orders to NexGen Public Safety Solutions, LLC, for the Lucity</u> <u>Work Order System - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board amend its action of April 17, 2012, to revise the authorized amount approved for NexGen Public Safety Solutions, LLC, from \$150,000 to \$175,000, for the hardware components of the Lucity Work Order System.

Meeting in regular session on April 17, 2012, the Board approved issuance of a Purchase Order, up to \$150,000, to NexGen Public Safety Solutions, LLC, for the hardware component of the Lucity Work Order System. Actual laptop needs exceed originally expected needs, which directly relate to this increase in hardware costs.

This is the same vendor Public Safety is using to order their mobile communications devices and miscellaneous associated hardware components. Public Works is ordering from the same vendor to ensure compatibility and standardization throughout the County. The hardware component will include vehicle mounts, antennas, hot spots, Net Motion software, and semi-rugged laptops.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210401, Roads and Bridges Administration]

19. <u>Recommendation Concerning the Request for Approval to Issue Fiscal Year</u> 2012-2013 Purchase Orders in Excess of \$50,000 for the Information <u>Technology Department - David Musselwhite, Information Technology</u> <u>Department Director</u>

That the Board for the Fiscal Year 2012-2013, approve the issuance of blanket and or individual Purchase Orders, in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department:

	Vendor/Contractor	Amount	Contract Number
Α.	TESI Staffing & Employee Screening Vendor Number: 200955 Temporary Labor Services Fund: 001 Cost Center: 270110	\$80,000	PD 06-07.017
Β.	AT&T Vendor Number: 022687 County Metro Ethernet Network/Managed Network VPN Service Fund: 001 Cost Center: 270103	\$275,000	BCC Approved 06/01/06, 03/26/07
C.	Dell Marketing LP Vendor Number: 040517 Hardware Purchases Fund: 001 Cost Center: 270110	\$255,000	250-000-03-1
D.	TIG/Technology Integration Group Vendor Number: 150525 Network Switches, VOIP Phones & Cisco Servers Fund: 001 Cost Center: 270103	\$70,000	
E.	Environmental Systems Research Institute Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 001 Cost Center: 270109	\$55,000	
F.	Kronos Incorporated Vendor Number: 111135 Hardware, Maintenance and Software Support Fund: 001 Cost Center: 270109	\$70,000	252-023-00-0

20. Recommendation Concerning the Public Transportation Supplemental Joint Participation Agreement Number 1 Funding for a Service Development Grant for the Implementation of an ECAT Express Route – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Public Transportation Supplemental Joint Participation Agreement (JPA) Number 1, Financial Project Number 43028718401, providing Fiscal Year 2012-2013 and Fiscal Year 2013-2014 Service Development Grant Funding to Escambia County Area Transit (ECAT):

A. Approve the Public Transportation Supplemental JPA Number 1, Financial Project Number 43028718401, providing for FDOT participation, in the amount of \$1,498,333, of Fiscal Year 2012-2013 and Fiscal Year 2013-2014 funding, to ECAT for the implementation of an ECAT Express Route;

B. Adopt the Resolution authorizing the application and acceptance of these funds; and

C. Authorize the Chairman to execute the Resolution, Public Transportation Supplemental JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funds are budgeted in Fund 104, Mass Transit Operations]

21. <u>Recommendation Concerning a Change Order to Baskerville Donovan, Inc., on</u> <u>Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola</u> <u>Beach Master Plan" - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board approve and authorize the County Administrator to execute the following Change Order:

	- · · · · ·
Department:	Public Works
Division:	Engineering/Infrastructure Division
Туре:	Addition
Amount:	\$251,611.03
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan
Contract:	PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan"
PO No.:	121158 (previous PO, 111018, had to be reissued due to a problem with Financial System)
CO No.:	5
Original Award Amount:	\$149,746.26
Cumulative Amount of Change Orders through this CO:	\$1,073,594.45
New Contract Total:	\$1,223,340.71

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301, Project #12EN2044]

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan".

This Change Order is to provide engineering and surveying services to Escambia County for design of Pensacola Beach Boulevard Service Road and development of a Program Report. The service road work area is defined from the existing fishing bridge on the east side of Bob Sikes Bridge to the existing public restroom at Quietwater Beach. The service road design shall improve traffic access from the fishing bridge to the public parking areas that support Quietwater Beach. The Program Report will define the anticipated engineering costs, construction costs, time to complete, and priority for the Pensacola Beach Master Plan projects.

Change Order #1 was for additional meetings, coordination, and presentation as requested by Escambia County. This request included one-on-one meetings

^{Page 23} with the Santa Rosa Island Authority (SRIA) Board members, SRIA Steering Committee members, and Escambia County to discuss the findings and details of the engineering evaluations.

Change Order #2 was broken down into two parts. The first part of the Change Order is for final programming and design development services under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of the Change Order is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Beach Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives.

Change Order #3 was for additional public involvement, which included everything necessary to prepare for and conduct two public meetings.

Change Order #4 incorporated the Toll System Upgrade Support Services in the Contract for the Pensacola Beach Master Plan.

22. <u>Recommendation Concerning Approval of the Program Participation Agreement</u> <u>with Pathways for Change, Inc. - Gordon C. Pike, Corrections Department</u> Director

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit Corporation, and Escambia County, Florida, a political subdivision of the State of Florida (County):

A. Approve the Program Participation Agreement; and

B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2012/2013 up to \$140,000 to the Program (the "County Contribution"). The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full time salary and benefits for the following PFC staff positions:

- 1. Admissions Specialist/Court Liaison
- 2. Treatment Program Manager
- 3. Case Manager
- 4. Executive Director
- 5. Mental Health Contract Counselors
- 6. Office Coordinator
- 7. Transition Manager
- 8. After Care Specialist/Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program include: cell phones; travel and training for Program staff; miscellaneous expenses, such as medications and hygiene items for inmates; transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; after care services; and transitional housing.

[Funding Source: Fund 001, General Fund, Cost Center 110201, Object Code 58208]

23. <u>Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal</u> <u>Year 2011-2012 for the Corrections Department - Gordon C. Pike, Corrections</u> <u>Department Director</u>

That the Board, for the Fiscal Year 2012-2013, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided below, for the Corrections Department:

A. Road Prison

	Vendor/Contractor	Amount
1.	US Food Service Vendor Number: 210315 Misc. Food Items Fund: 175 Cost Center: 290202	\$80,000
2.	Sysco Foods Vendor Number: 196366 Misc. Food Items Fund: 175 Cost Center: 290202	\$70,000
3.	Kimbles Food by Design Vendor Number: 110824 Commissary Items Fund: 175 Cost Center: 290205	\$145,000

B. Community Corrections

	Vendor/Contractor	Amount
1.	ProTech Monitoring Vendor Number: 165134 Electronic Monitoring (GPS) Fund: 114 Cost Center: 290303	\$250,000
2.	Trinity Services Vendor Number: 202723 Meals for Work Release Inmates Fund: 114 Cost Center: 290305	\$200,000

III. For Discussion

1. <u>Recommendation Concerning Pay for Employees Related to the Hurricane Isaac</u> <u>Activation - Amy Lovoy, Management and Budget Services Department Director</u>

That the Board approve either Plan A or Plan B, as follows, concerning pay for employees related to the Hurricane Isaac activation and authorize the County Administrator or his designee to administer the approved plan:

A. <u>Plan A</u>

- Pay all non-exempt employees either 1.5 times or 1.0 times their hourly wage depending on their job classification for every hour worked in excess of 40 hours during the pay week of the Hurricane Isaac activation. (The Fair Labors Standards Act requires that non-exempt employees either be paid overtime or receive compensatory time.)
- Adopt the Resolution authorizing exempt employees to be paid 1.0 times their hourly wage for every hour worked in excess of 40 hours during the week of the Hurricane Isaac activation
- Authorize disaster leave for all employees who worked during the Hurricane Isaac activation period defined as Monday, August 27, 2012, at 12:00 p.m., through Wednesday, August 29, 2012, at 7:00 a.m., (or normal shift start) up to a maximum of 12 hours, based on the number of hours worked

OR

B. Plan B

- Authorize all employees who worked during the activation period defined as Monday, August 27, 2012, at 12:00 p.m., through Wednesday, August 29, 2012, at 7:00 a.m., (or normal shift start) to be paid 1.0 times their hourly wage for every hour worked during the activation in addition to their normal wage for the same time period
- Adopt the Resolution authorizing this pay for all unclassified employees

[BACKUP TO BE DISTRIBUTED UNDER A SEPARATE COVER]

COUNTY ATTORNEY'S REPORT

I. For Discussion

1. <u>Recommendation Concerning Proposed Stipulation Providing For Dismissal of</u> <u>Some Parties and Abatement of the Case for Remaining Parties in the lawsuit</u> <u>challenging the constitutionality of certain legislation relating to county</u> <u>contributions to Medicaid- Case No.: 2012-CA-1328</u>

That the Board choose one of the following options as requested by the Florida Association of Counties (FAC) concerning the Proposed Stipulation Providing For Dismissal of Some Parties and Abatement of the Case for Remaining Parties in the lawsuit challenging the constitutionality of certain legislation relating to county contributions to Medicaid- Case No.: 2012-CA-1328.

FAC distributed to all counties a proposed Stipulation for Settlement of the matter pending in circuit court challenging the constitutionality of HB 5301, the 2012 Medicaid Billing Law. The proposed Stipulation provides for three categories of counties: settling counties, abating counties and non-plaintiff counties.

As a party to the litigation, the County may choose one of the following options:

Option A: Settlement—

By accepting the proposed stipulation for settlement, settling counties would agree to dismiss Counts I and II of the complaint challenging the constitutionality of the legislation WITH prejudice and dismiss Count III alleging that the backlog claims prior to 2008 are time barred by the statute of limitations WITHOUT prejudice. Those counties that elect the settlement option must provide a Tentative Notice of Acceptance on or before September 12, 2012, and a formal Notice of Acceptance on or before October 12, 2012.

OR

Option B: Abatement—

Abating counties would agree to dismiss Counts I and II of the complaint challenging the constitutionality of the legislation and Count III alleging that the backlog claims prior to 2008 are time barred by the statute of limitations WITHOUT prejudice. The litigation would thereafter be held in abeyance until December 31, 2012. This option is considered the default option and no notification of acceptance is required.

II. For Information

1. <u>Recommendation Concerning Information Regarding Deepwater</u> <u>Horizon Economic Class Member Opt-Out</u>

That the Board accept the attached information concerning the executed Economic Class Member Opt-Out form.

2. <u>Recommendation Concerning Information Regarding Miami Dade Co., et al. v.</u> <u>Department of Juvenile Justice - DOAH Consolidated Case No. 10-1893</u>

That the Board accept the following information concerning *Miami Dade Co., et al. v. Department of Juvenile Justice -* DOAH Consolidated Case No. 10-1893.

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Proclamations

6.

AI-3220 BCC Regular Meeting		
Meeting Date:	09/17/2012	
Issue:	Adoption of Proclamations	
From:	Charles R. (Randy) Oliver, County Administrator	
Organization:	County Administrator's Office	
CAO Approval:		

RECOMMENDATION:

Proclamations.

<u>Recommendation:</u> That the Board adopt the following two Proclamations:

A. The Proclamation extending a warm welcome to Most Worshipful Grand Master Jorge Luis "George" Aladro, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County Florida; and

B. The Proclamation proclaiming October 4, 2012, as "University of West Florida College of Business Day" in Escambia County and calling upon all citizens to recognize the University of West Florida's College of Business for its service to our community and its commitment to the education or our workforce.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, Most Worshipful Grand Master Jorge Luis "George" Aladro was elected the Grand Master of Free and Accepted Masons of the State of Florida on May 30, 2012; and

WHEREAS, Most Worshipful Grand Master Aladro was born in Havana, Cuba, on January 3, 1955, and arrived in America on July 6, 1967. On July 10, 1976, he married Bonnie Darlene Hardenbrook, a native Miamian, whose family settled in Miami in 1850. They have two children; and

WHEREAS, on June 21, 1983, Most Worshipful Grand Master Aladro started his Masonic career at Florida Keys Lodge No. 336 in Tavernier, Florida. Since 2011, he has been a regular member of Harbor City Lodge No. 318 in Melbourne, Florida. He has served in many capacities and has been elected to numerous posts; and

WHEREAS, Most Worshipful Grand Master Aladro is a charter member of Memorial Lodge No. 36 and the 36th District Masters and Wardens Association. He is also a member of several Scottish Rite posts, and has served in numerous capacities at several clubs and organizations in South Florida; and

WHEREAS, Most Worshipful Grand Master Aladro attended Miami-Dade Junior College where he studied courses in Air Conditioning and Refrigeration Technical Engineering. He worked in this field until his retirement in 2008.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends a warm welcome to Most Worshipful Grand Master Jorge Luis "George" Aladro, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman District One

Gene M. Valentino, Vice Chairman District Two

Marie Young, District Three

Grover C. Robinson, IV, Chairman District Four

Kevin W. White, District Five

ATTEST: Ernle Lee Magaha Clerk of the Circuit Court

Deputy Clerk

Adopted: September 17, 2012

PROCLAMATION

WHEREAS, because of the outstanding contributions that the University of West Florida's College of Business has made to the economy of Escambia County and Northwest Florida, it is deserving of special recognition; and

WHEREAS, the University of West Florida has graduated over 13,000 business students, many of whom live and work in the region, shaping the destiny of Northwest Florida; and

WHEREAS, the University of West Florida College of Business offers a high-quality, student-oriented education, featuring instruction by full time faculty with Ph.D's and working experience in their field; and

WHEREAS, the University of West Florida College of Business has established an excellent reputation, receiving accreditation by the Association to Advance Collegiate Schools of Business, an honor accorded to fewer than 5 percent of business schools worldwide; and

WHEREAS, through its students the University of West Florida's College of Business will continue to provide a talented workforce for area businesses and in doing so contribute to the educational and economic development of the region; and

WHEREAS, the University of West Florida is marking the grand opening of its new 36,000-square-foot, \$16 million College of Business Education Center, a premier facility on campus that will enhance both community and student interests.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim October 4, 2012, as

"UNIVERSITY OF WEST FLORIDA COLLEGE OF BUSINESS DAY"

in Escambia County and calls upon all citizens to recognize the University of West Florida's College of Business for its service to our community and its commitment to the education of our workforce.

Board of County Commissioners Escambia County, Florida

Wilson B. Robertson, Chairman District One

Gene M. Valentino, Vice Chairman District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Deputy Clerk

Adopted: September 17, 2012



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

7.

AI-3221	Written Communication	
BCC Regular Meeting		
Meeting Date:	09/17/2012	
Issue:	Written Communication - Vincent A. Matassa	
From:	Charles R. (Randy) Oliver, County Administrator	
Organization:	County Administrator's Office	
CAO Approval:		

RECOMMENDATION:

August 23, 2012 - Communication from Vincent A. Matassa requesting release of a Lien placed on the property located at 1692 Via de Luna Drive, along with a waiver of late fees which may have accrued, because of failure to pay the 2012 Non-ad Valorem Special Assessment due on his property.

BACKGROUND:

Mr. Matassa is currently in Chicago; his wife is deployed in Afghanistan. Mr. Matassa asked that his Written Communication item be placed on the September 17, 2012, BCC Agenda, for consideration by the Board, even though neither he nor his wife will be able to attend the Board Meeting.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Communication from Vincent A. Matassa

Vinny Matassa

From:Vinny [monza62@aol.com]Sent:Thursday, August 23, 2012 4:34 PMTo:Vinny MatassaSubject:letterEscambia County Board of CommissionersAttn: Judy Witterstateter

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Vincent Matasssa 1692 Via De Luna Drive Pensacola Beach, FL 32561 404-660-5672 Monza62@aol.com

It has come to my Attention that a lien has been placed on my home because of a Non-ad valorem Special Assessment the above address.

I was never notified of any payment or bill being sent.

We are new residents and I guess this was paid last year at closing. This year I assumed That my mortgage company would pay this. I have been live in Chicago and

And my wife has been deployed with the US Navy since Dec 2011.

I would be glad to pay what was due as long as I get a copy of the lien release And all late fees waived. Please call or email me and let me know what we have to do to resolve this issue.

Thank you ahead

n) toma

Vincent A. Matassa



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3190	Public Hearings 9.
BCC Regular N	leeting
Meeting Date:	09/17/2012
Issue:	5:31 pm Public Hearing - Adoption of an Ordinance Increasing the Caps on the Electric and Natural Gas Franchise Fees by 50%
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance increasing the caps on the electric and natural gas franchise fees by 50%.

<u>Recommendation</u>: That the Board adopt an Ordinance increasing the caps on electric and natural gas franchise fees by 50% for franchisees, subject to caps.

BACKGROUND:

In 1994 and 1997 respectively the Board adopted Ordinances granting franchises to Gulf Power, Escambia River Electric Cooperative and the City of Pensacola for the transmission of electricity and natural gas. As part of this franchise, the franchisees are required to collect and remit to the County 5% of the gross revenue collected on the sale of electricity and natural gas up to a maximum amount for each category. The maximum amounts per category are shown in the attached sheet. This Ordinance will increase these caps by 50%.

BUDGETARY IMPACT:

The increase in the caps would generate an estimated \$2,500,000 to \$3,000,000 in additional revenues to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was signed off by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Franchise Fee Increase Franchise Fee Cap Ordinance

Franchise Fee Caps

Industrial

	From	То
Electric		
RS	\$10.00	\$15.00
GS/GST	10.00	15.00
GSD/GSDT	75.00	112.50
LP/LPT	300.00	450.00
PX/PXT	3,000.00	4,500.00
Natural Gas		
Residential	10.00	15.00
Commercial	750.00	1,125.00

3,000.00 4,500.00

ORDINANCE NO. 2012-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME 1, CHAPTER 98, ARTICLE II, SECTION 98-35 REGARDING CAPS ON ELECTRIC AND NATURAL GAS FRANCHISE FEES; ESTABLISHING INCREASED CAPS FOR EXISTING NATURAL GAS AND ELECTRIC FRANCHISE FEES; AMENDING EXISTING FRANCHISE AGREEMENTS (ORDINANCES 94-28, 94-29, 95-7 AND 97-3) TO INCREASE FRANCHISE FEE CAPS BY 50% FOR THOSE ELECTRIC AND NATURAL GAS FRANCHISES THAT INCLUDE CAPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has granted electric and natural gas franchises for unincorporated Escambia County that include franchise fee caps based on service type; and

WHEREAS, Escambia County has not increased these caps in many years; and

WHEREAS, franchises granted to Gulf Power, Escambia River Electric Cooperative and Energy Services of Pensacola (ESP) all include franchise fee caps; and

WHEREAS, the parties agree it is equitable to raise existing caps by 50%; and

WHEREAS, it is in the best interest and welfare of Escambia County that the natural gas and electric franchise fee caps be increased by 50%.

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

Section 1. Section 4 of Ordinance 94-28, regarding Gulf Power, Inc., is hereby amended as follows:

The streets and other facilities of the Grantor to be used by the Grantee in its

operation within the unincorporated area of Escambia County, Florida, are valuable public properties acquired and maintained by the Grantor at great expense to the taxpayers of Escambia County, Florida, and the grant to the Grantee to use said streets and facilities as herein provided is a valuable property right without which the Grantee would be required to invest substantial sums in right-of-way costs, acquisition, and maintenance. Therefore, the Grantee, its successors, and assigns shall pay to Grantor an amount equal to five percent (5%) of Grantee's revenues collected monthly from the sale of electrical power billed to its customers within the unincorporated area of Escambia County, Florida provided however, that the maximum amount of franchise fee paid in any one month will not exceed the following limits: \$10.00 \$15.00 per month for each customer in the RS Service Category; \$10.00 \$15.00 per month for each customer in the GS/GST Service Category; \$75.00 \$112.50 per month for each customer in the GSD/GSDT Service Category; \$300.00 \$450.00 per month for each customer in the LP/LPT Service Category; and \$3,000 \$4,500.00 per month for each customer in the PX/PXT Service Category. Such franchise fee payment is paid in consideration for the issuance of this franchise and for the specific property rights granted in this ordinance.

<u>Section 2.</u> Section 4 of Ordinance 94-29, regarding Escambia River Electric Co-op, Inc., is hereby amended as follows:

The streets and other facilities of the Grantor to be used by the Grantee in its operation within the unincorporated area of Escambia County, Florida, are valuable public properties acquired and maintained by the Grantor at great expense to the taxpayers of Escambia County, Florida, and the grant to the Grantee to use said streets and facilities as herein provided is a valuable property right without which the Grantee would be required to invest substantial sums in right-of-way costs, acquisition, and maintenance. Therefore, the Grantee, its successors, and assigns shall pay to Grantor an amount equal to five percent (5%) of Grantee's revenues collected monthly from the sale of electrical power billed to its customers within the unincorporated area of Escambia County, Florida provided however, that the maximum amount of franchise fee paid in any one month will not exceed the following limits: \$10.00 \$15.00 per month for

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each customer in the RS Service Category; \$10.00 \$15.00 per month for each customer in the GS/GST Service Category; \$75.00 \$112.50 per month for each customer in the GSD/GSDT Service Category; \$300.00 \$450.00 per month for each customer in the LP/LPT Service Category; and \$3,000 \$4,500.00 per month for each customer in the PX/PXT Service Category. Such franchise fee payment is paid in consideration for the issuance of this franchise and for the specific property rights granted in this ordinance. **Section 3.** Section Four of Ordinance 95-7, as amended by Ordinance 97-3, regarding the City of Pensacola, is hereby amended as follows:

Grantor does hereby impose, fevy and assess a franchise fee to be collected by Grantee equal to (five percent) 5% of Grantee's revenues collected monthly from gas sold to its customers located within the franchise area. Provided, however, the maximum amount of the franchise fee to be levied and paid by Grantee to Grantor in any one month will not exceed the following limits: Ten Dollars (\$10.00) Fifteen Dollars (\$15.00) per month for a residential customer, Seven Hundred Fifty Dollars (\$750.00) One thousand One hundred Twenty-five Dollars (\$1,125.00) per month for a commercial customer, and Three Thousand Dollars (\$3,000.00) Four thousand Five hundred Dollars (\$4,500.00) per month for an industrial customer. The effective date of the franchise fee shall be May 1, 1995.

The franchise fee, to be collected by Grantee from its customers, shall be remitted by Grantee to Grantor monthly in arrears for gas delivered on or after May 1, 1995. Such remittance shall occur within thirty days after the first day of the month franchise fees collected during the preceding month.

(1) COUNTY shall make a one time payment of Nine Hundred Thousand Dollars
 (\$900,000.00) to the City of Pensacola during the 1997-98 fiscal year.

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(2) Said payment is in full substitution and satisfaction of any prior obligation of, or claim upon, the COUNTY to adjust ad valorem millage rates in consideration for the

CITY'S collection and remittance of a franchise fee.

Section 4. Volume 1, Chapter 98, Article II, Section 98-35 of the Escambia County Code of Ordinances is hereby created to *r*ead as follows:

All electric and natural gas franchises granted by Escambia County that contain

fee caps shall have the following increased caps effective with all billings dated January

1, 2013 and forward:

	From	То
ELECTRIC		
RS	\$10.00	\$15.00
GS/GST	10.00	15.00
GSD/GSDT	75.00	112.50
LP/LPT	300.00	450.00
PX/PXT	3,000.00	4,500.00
NATURAL GAS		
Residential	\$10.00	\$15.00
Commercial	750.00	1,125.00
Industrial	3,000.00	4,500.00

Section 5. Severability.

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

Section 6. Inclusion in the Code.

It is the intention of the Board of County Commissioners that Section 4 of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. Effective Date.

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

DONE AND ENACTED THIS ____ DAY OF ______, 2012.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

BY:__

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA Clerk to the Circuit Court

BY:___

Deputy Clerk

(SEAL)

Enacted: Filed with Department of State: Effective: This document approved as to form and legal sufficiency

By ounty Attorney Title Date



ERNIE LEE MAGAHA Clerk of the Circuit Court and Comptroller Escambia County, Florida

AUDITOR & ACCOUNTANT & EX-DEFICIO CLERIK TO THE BOARD & CUSTODIAN OF COUNTY FUNDS &

Clerk & Comptroller's Report 10.

AI-3203CleBCC Regular MeetingMeeting Date:09/17/2012Issue:Acceptance of ReportsFrom:Doris Harris, Deputy Clerk to the BoardOrganization:Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court and Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following Reports prepared by the Clerk of the Circuit Court and Comptroller's Finance Department:

A. Disbursement of Funds for August 30, 2012, to September 5, 2012, in the amount of \$9,951,580.90;

B. Tourist Development Tax Collections Data for the July 2012 returns received in the month of August 2012;

C. The Investment Report for the Month ended August 31, 2012; and

D. Budget Comparison Reports as of August 31, 2012.

BACKUP FOR ITEMS B, C, AND D TO BE DISTRIBUTED UNDER SEPARATE COVER.

Attachments

<u>CR I-1</u>



ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT & COMPTROLLER ESCAMBIA COUNTY, FLORIDA

♦AUDITOR♦ACCOUNTANT♦Ex-OFFICIO CLERK TO THE BOARD♦CUSTODIAN OF COUNTY FUNDS♥

FINANCE JURY ASSEMBLY GUARDIANSHIP HUMAN RESOURCES MARRIAGE MENTAL HEALTH MANAGEMENT INFORMATION SYSTEMS OFFICIAL RECORDS OPERATIONAL SERVICES PROBATE DIVISION TRAFFIC DIVISION TREASURY

Escambia County, Florida Disbursement of Funds From		08/30/12	to	09/05/12	_	
Computer check run of	09/05/12				\$	2,978,912.17
-	L-Vendor				\$	47,706.95
Hand-Typed Checks/ACH Checks:					\$	0.00
Disbursement By Wire:						
Elected Official		\$ 6,902,421.25				
Preferred Governmental Cla	aims	\$ 20,852.84				
Credit Card Purchases		\$ 1,687.69				
Total Disbursement by Wire					\$	6,924,961.78
TOTAL DISBURSEMENTS					\$	9,951,580.90
The detailed backup to this Report is a you have any questions, please call Ch						

0021 SEP COMM ı. 0 HISSIONERS \triangleright ö 0

EXECUTIVE ADMINISTRATION/LEGAL DIVISION ACCOUNTING DIVISION APPEALS DIVISION ARCHIVES AND RECORDS CENTURY DIVISION CHILD SUPPORT CLERK TO THE BOARD COUNTY CIVIL COUNTY CRIMINAL COURT DIVISION CIRCUIT CRIMINAL DOMESTIC RELATIONS FAMILY LAW

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.



ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT AND COMPTROLLER ESCAMBIA COUNTY, FLORIDA

AUDITOR & ACCOUNTANT & EX-OFFICIO CLERIK TO THE BOARD & CUSTODIAN OF COUNTY FUNDS &

Clerk & Comptroller's Report 10. 2.

AI-3204ClerkBCC Regular MeetingMeeting Date:09/17/2012Issue:Minutes and ReportsFrom:Doris Harris, Deputy Clerk to the BoardOrganization:Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 6, 2012;

B. Approve the Minutes of the Regular Board Meeting held September 6, 2012; and

C. Approve the Minutes of the First Public Hearing - Fiscal Year 2012-2013 County-wide Budget held September 11, 2012.

Attachments

<u>CR I-2</u>

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD SEPTEMBER 6, 2012 BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX 221 PALAFOX PLACE, PENSACOLA, FLORIDA (9:03 a.m. – 9:47 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1 Commissioner Gene M. Valentino, Vice Chairman, District 2 Commissioner Grover C. Robinson IV, District 4 Commissioner Kevin W. White, District 5 Commissioner Marie K. Young, District 3 Lisa N. Bernau, Chief Deputy Clerk, representing the Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller Charles R. "Randy" Oliver, County Administrator Alison Rogers, County Attorney Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services Doris Harris, Deputy Clerk to the Board Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

- 1. <u>FOR INFORMATION</u>: The agenda package for the 5:30 p.m., September 6, 2012, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, Larry M. Newsom, Assistant County Administrator, County Administrator Oliver, County Attorney Rogers, and Amy Lovoy, Director, Management and Budget Services Department, reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

AGENDA WORK SESSION: September 6, 2012

NAME

DEPARTMENT/AGENCY

1	Lua Bernau	Cleste + Constroller
2	Patty Sheldon	Clerk + Comptroller Clerk + Comptroller Finance
3	Doris Harris	Clerk to the Board
4	Corandos Z. Oliver	County Administrator
5	July N. Witterstarter	CAD
6	Wilson Colortson	BCC
7	Aere M. Volantin	BCC
8	Marie young	pcc
9 V	Gron Call	BCC
10	KEVIN W WHITE	Bec
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Page 1 of 3

AGENDA WORK SESSION: September 6, 2012

NAME

DEPARTMENT/AGENCY

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AGENDA WORK SESSION: September 6, 2012

NAME

DEPARTMENT/AGENCY

1	Cam Johnson TR EAGAN BABARA MAYAL	PIO EAGANTR@GmAIL.com Citizen
2	TR EAGAN	EAGANTR@ GMAIL.COM
3	BARBARA MAYAL	Citizen
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3101	C	ounty Administrator's Report	10. 1.
BCC Regular M	leeting	Technical/Public Service Co	onsent
Meeting Date:	09/17/2012		
Issue:	CRA Meeting Minutes August 2	3, 2012	
From:	Keith Wilkins, REP, Departmen	Director	
Organization:	Community & Environment		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes August 23, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the August 23, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

BACKGROUND:

On August 23, 2012 a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

August 23 CRA Minutes

MINUTES Escambia County Community Redevelopment Agency August 23, 2012–Time 8:45 a.m. 221 Palafox Place, First Floor BCC Meeting Room Pensacola, Florida 32502

- Present: Vice Chair Gene M. Valentino Commissioner Wilson Robertson Commissioner Grover Robinson, IV
- Absent: Chair Marie Young Commissioner Kevin White
- Staff Present: Mr. Charles R. "Randy" Oliver, County Administrator Alison Rogers, County Attorney Clara Long, Urban Planner Keith Wilkins, Department Director

Call to Order.

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

Proof of publication

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

I. Technical/Public Service

A. <u>Recommendation Concerning CRA Meeting Minutes July 26, 2012 - Keith Wilkins,</u> <u>REP, Community & Environment Department Director</u>

That the Board accept for filing with the Board's Minutes, the July 26, 2012 Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

Vote: 3 - 0 - Unanimously

II. Budget/Finance

A. <u>Recommendation Concerning Commercial Facade, Landscape, and</u> <u>Infrastructure Grant Funding and Lien Agreements for 106 New Warrington Road -</u> <u>Keith Wilkins, REP, Community and Environment Department Director</u>

That the Board ratify the following August 23, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 106 New Warrington Road:

A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Peter R. Moore, owner of commercial property located at 106 New Warrington Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$7,800, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301 for landscaping and installation of an irrigation system; and

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

Vote: 3 - 0 - Unanimously

III. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3048	County Administrator's Report 10. 2.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/17/2012
Issue:	Adoption of two (2) Maintenance Maps for portions of Brickyard Road, McKinnonville Street and Blake Street in the Molino area
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Adoption of Two Maintenance Maps for Portions of Brickyard Road, McKinnonville Street, and Blake Street in the Molino Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning adoption of Maintenance Maps for portions of Brickyard Road, McKinnonville Street, and Blake Street in Molino, totaling approximately 6,540 feet in length:

A. Adopt two Maintenance Maps, Engineering Department Map Number L-4930A, for a portion of Brickyard Road (approximately 1,050 feet in length), McKinnonville Street (approximately 1,600 feet), and Blake Street (approximately 440 feet in length), lying south of Molino Road and west of CSX Railroad in Molino, and Engineering Department Map Number L-4930B, for a portion of Brickyard Road (approximately 3,450 feet in length) lying north of Brickton Road and west of CSX Railroad. These Maps delineate the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Maps for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Maps as of the day of delivery of the Maps to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Maps for recording at that time.

These roads are the last remaining County maintained roads in this area. They are scheduled to be paved to reduce maintenance costs and sediment transport to nearby rivers.

The County has maintained portions of Brickyard Road, McKinnonville Street, and Blake Street in Molino, totaling approximately 6,540 feet in length, as depicted on the accompanying Maps, Number L-4930A and Number L-4930B.

Chapter 95.361, Florida Statutes, asserts public ownership of certain rights-of-way maintained by the County (see Attachment 1). The Statute - Roads Presumed to be Dedicated - contains three key qualifications, any of which may provide Public ownership of the subject roads: (1) four years

of uninterrupted maintenance, together with proof that the County originally constructed the road; (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County; or (3) a Map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Maps numbered L-4930A and L-4930B, depicting the extent of County Maintenance, were produced under the supervision of the County Engineer. By signing the Maps, the road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years. Upon approval by the Board, the Clerk of Court will file the Maps in the Public Records, as described in Florida Statutes, Chapter 95.361.

BACKGROUND:

The County has maintained portions of Brickyard Road, McKinnonville Street and Blake Street in Molino, totaling approximately 6540 feet in length, as depicted on the accompanying Maps, Number L-4930A and Number L-4930B.

These roads are the last remaining County maintained roads in this area. They are scheduled to be paved to reduce maintenance costs and sediment transport to nearby rivers.

Chapter 95.361, Florida Statutes, asserts public ownership of certain rights-of-way maintained by the County (see Attachment 1). The statute - Roads Presumed to be Dedicated – contains three key qualifications, any of which may provide Public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road; (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County; or (3) a map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Maps numbered L-4930A and L-4930B, depicting the extent of County Maintenance, were produced under the supervision of the County Engineer. By signing the Maps, the road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years. Upon approval by the Board, the Clerk of Court will file the Maps in the Public Records, as described in Florida Statues, Chapter 95.361.

BUDGETARY IMPACT:

Indirect staff cost associated with field surveys and preparation of required documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Specific Purpose Survey has been prepared and certified by the County Surveyor, R. S. Colocado, PSM, Florida Registration No. 6049. On August 1, 2012, Stephen West of the County Attorney's Office stated that because the Map is a technical document rather than a legal document, it did not require legal sign off.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board's policy of doing no Public maintenance on private property and Florida Statutes, Chapter 95.361.

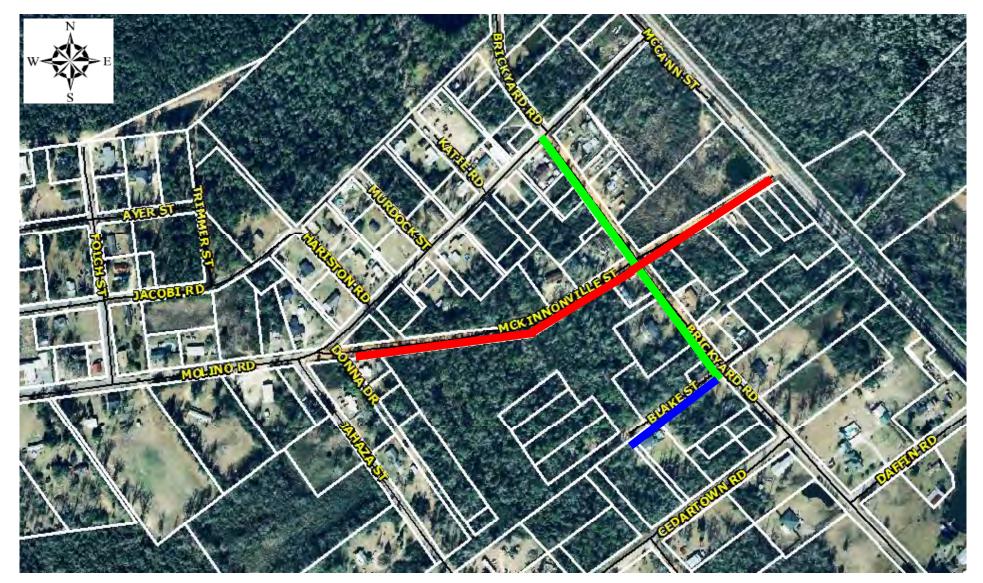
IMPLEMENTATION/COORDINATION:

The Road Division retains maintenance documents, and has reviewed and approved the Maintenance Map.

Attachments

Aerial L4930A Aerial L4930b FS_95 361 Maintenance Map L4930A Maintenance Map L4930B

MAINTENANCE CLAIM MAP: L-4930A





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT

07/30/12 DISTRICT 5

1600 Feet \pm of McKinnonville Street Lying South of Molino Road and West of CSX R/R

1050 Feet \pm of Brickyard Road Lying South of Molino Road and North of Blake Street

440 Feet <u>+</u> of Blake Street Lying West of Brickyard Road

MAINTENANCE CLAIM MAP: L-4930B





JCC

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT

07/30/12 DISTRICT 5

3450 Feet <u>+</u> of Brickyard Road Lying North of Brickton Road Less Any Portion in CSX Railroad Right-of-way Select Year: 2010 - Go

The 2010 Florida Statutes

Title VIIIChapter 95View Entire ChapterLIMITATIONSLIMITATIONS OF ACTIONS; ADVERSE POSSESSION

95.361 Roads presumed to be dedicated.-

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. <u>366.02(2)</u>. The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

(a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;

(b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or

(c) The mayor and clerk of the municipality, if the road is a municipal road or street,

shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

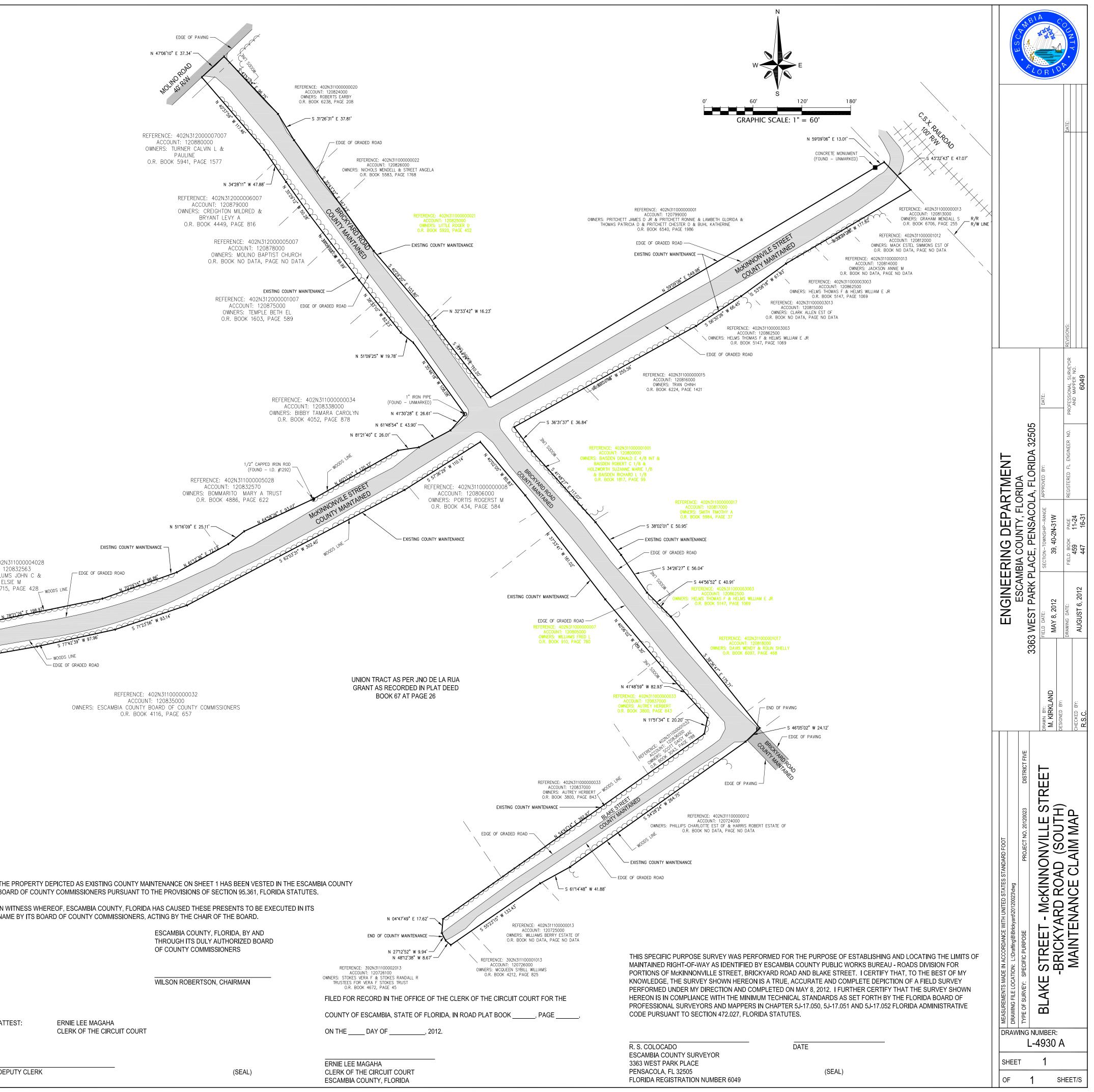
(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

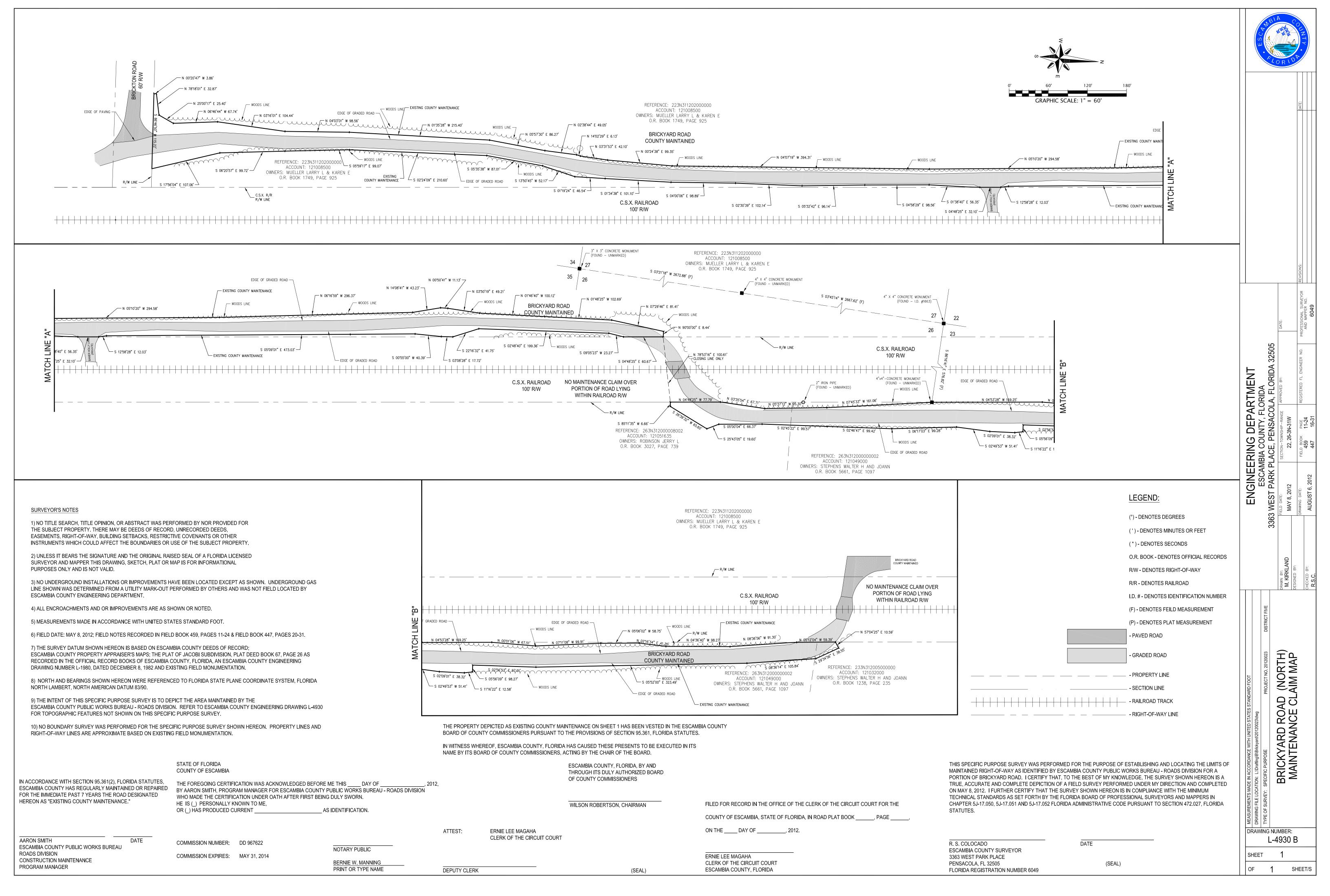
History.—s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.

Note.—Former s. 337.31.

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(') - DENOTES MINUTES OR FEET		
(") - DENOTES SECONDS		
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R/W - DENOTES RIGHT-OF-WAY		
R/R - DENOTES RAILROAD		
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3176	County Administrator's Report 10. 3.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/17/2012
Issue:	Renewal of Agreement with Pensacola Bay Transportation Company to provide Paratransit Transportation Services
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Renewal of an Agreement with Pensacola Bay Transportation Company to Provide Paratransit Transportation Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve a one-year extension of the Agreement to Provide Paratransit Transportation Services between Escambia County and Pensacola Bay Transportation Company, LLC, effective October 1, 2012, through September 30, 2013, to provide transportation services to disabled persons, as required by the Americans with Disabilities Act and State Service Plans.

Escambia County, the provider of mass transit services through Escambia County Area Transit (ECAT), is required by the Americans with Disabilities Act (ADA) to provide complimentary paratransit services within a certain distance of existing bus routes. In accordance with Florida Statutes, Chapter 427, Pensacola Bay Transportation Company is the current Community Transportation Coordinator (CTC) designated by the Transportation Planning Organization (TPO) for Escambia County and is responsible to function as per the Transportation Disadvantaged Service Plan (TDSP).

The original agreement with Pensacola Bay Transportation Company to provide paratransit transportation services was effective for a term beginning on October 1, 2011, and expiring on September 30, 2012, with the option to renew for two additional one-year terms.

[Funding for the Agreement is from Fund 104, Mass Transit, and is included in ECAT's Fiscal Year 2012-2013 budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from Federal and State funding sources, such as the Federal Transit Administration and Florida Department of Transportation.]

BACKGROUND:

Escambia County, the provider of mass transit services through Escambia County Area Transit (ECAT), is required by the Americans with Disabilities Act (ADA) to provide complimentary paratransit services within a certain distance of existing bus routes. In accordance with Florida Statutes, Chapter 427, Pensacola Bay Transportation Company is the current Community Transportation Coordinator (CTC) designated by the Transportation Planning Organization (TPO) for Escambia County and is responsible to function as per the Transportation Disadvantaged Service Plan (TDSP).

The original agreement with Pensacola Bay Transportation Company to provide paratransit transportation services was effective for a term beginning on October 1, 2011 and expiring on September 30, 2012, with the option to renew for two additional one-year terms.

BUDGETARY IMPACT:

Funding for the Agreement is from Fund 104, Mass Transit, and is included in ECAT's FY 2012/13 budget for ADA, non-sponsored transportation, and non-urbanized area services, much of which shows as revenue from federal and state funding sources, such as the Federal Transit Administration and Florida Department of Transportation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Mass Transit Element of the BCC Comprehensive Plan. Board policy requires the approval of all such agreements.

IMPLEMENTATION/COORDINATION:

The Transportation & Traffic Operations Division and ECAT staff will administer the agreement and will coordinate with Pensacola Bay Transportation on the required transportation services.

Attachments

Paratransit Agreement ADA Letter

AGREEMENT TO PROVIDE PARATRANSIT TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into this Dth day of October, 2011, by and between the Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Pensacola Bay Transportation Company, LLC, a Florida Limited Liability Company authorized to conduct business in the State of Florida (hereinafter referred to as the "Coordinator"), whose federal identification number is 593743711, and whose principal address is 3100 McCormick Street, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, the Americans with Disabilities Act of 1990 (the "ADA") provides that certain public entities make available fixed route mass transportation services and Complimentary Paratransit services to the public, and to fulfill this need the County duly approved the Escambia County ADA Transportation Policy (the "ADA Policy") and the ADA Paratransit Plan Update (the "ADA Plan") as prepared by Escambia County Area Transit ("ECAT"); and,

WHEREAS, the Pensacola–Alabama Transportation Planning Organization (the "TPO") as official planning agency, in cooperation with the Escambia County Transportation Disadvantaged Coordinating Board (the "TDCB"), issued a Request for Proposals ("RFP") for local firms to be considered for the position of Escambia County Community Transportation Coordinator (the "CTC," the "Coordinator") to which the Coordinator duly responded and was subsequently approved, after investigation, by the TPO and the TDCB, and by the Florida Commission for the Transportation Disadvantaged (the "TDC") on July 1, 2009; and

WHEREAS, the Coordinator has exhibited the managerial and technical ability to encourage participation by transportation disabled individuals and to provide a level of services desired to be achieved under the ADA Plan and the state service plan (the "TDC Service Plan") developed under and exhibited to the State of Florida Transportation Disadvantaged Commission Memorandum of Agreement to be entered into between the Coordinator and the TDC (the "TDC Agreement"), and the County is desirous of entering into a like Agreement with the Coordinator; and

WHEREAS, the Coordinator desires to provide the transportation services described herein, and the County desires to engage the Coordinator to manage and implement the ADA/TDC/Section 5311 Non-Urbanized Area Transportation Programs (hereinafter referred to collectively as the "Program" or "Programs") in accordance with governing regulations and requirements stipulated herein, and to enter into an Agreement with the Coordinator for this purpose, which is in the best interests of the residents of Escambiar County, Florida. NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE I

Supervision

1. The Coordinator agrees to perform the required services under the general coordination of the TPO, TDCB, and of ECAT as the designated agent for Escambia County, Florida.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement, attending regular meetings with the Coordinator, TDCB and ECAT, are hereby designated as follows:

County:	Mr. W. Kenneth Gordon, General Manager Escambia County Area Transit 1515 West Fairfield Drive Pensacola, Florida 32501 (850) 595-3228, Ext. 214
TDCB:	Ms. Marie Young, Chairman Escambia County Transportation Disadvantaged Coordinating Board c/o West Florida Regional Planning Council P. O. Box 11399 Pensacola, Florida 32524-1399 (850) 332-7976

1.2 The contract coordinator for Pensacola Bay Transportation Company, LLC, shall be as follows:

Coordinator:	Ms. Margie Wilcox, President Pensacola Bay Transportation Company, LLC 3100 McCormick, Street
	Pensacola, Florida 32504
	(850 476-8130

1.3 All Notices required herein to be given, made or sent shall be deemed to have been given, made or sent when posted with the U.S. Postal Service, certified mail, return receipt requested, and properly addressed to each of the contract managers shown in Paragraph 1.1 above.

1.4 The parties agree that any modification or substitution of contract managers' names or accompanying addresses shall be made in writing to the other party in the manner provided for Notices above.

ARTICLE II Scope of Services

2. The Coordinator agrees to implement the Program according to the provisions of the state TDC Agreement including the TD Service Plan (EXHIBIT I) (Attached).

2.1 The Coordinator shall provide all services required under the ADA Policy directly to qualified disabled individuals, including transportation services, applications and informational services, reporting services and accountability for expenses and fare collections.

2.2 ECAT shall provide to Coordinator a list of persons currently eligible under federal law, including 49 CFR, Part 37, who shall be authorized by ECAT, on behalf of the County, to participate in the ADA Paratransit Program ("Participant(s)", "User(s)", "Rider(s)"), and such list shall provide the following information, if available:

- a) Name, age, address and telephone number;
- b) Social security number for identification purposes;
- c) Brief description of disability; and
- d) Ambulatory or wheelchair (if client can transfer to seat).

2.3 ECAT, as agent for the County, shall be responsible to determine eligibility under governing federal law and guidelines, and to authorize any Rider to receive the benefit of services under the ADA/TDC/5311 Programs. ECAT reserves the right to rely upon information provided by the Coordinator, and/or any other designated Certifying Agency, in determining eligibility. After determining eligibility of an applicant, ECAT shall contact the Coordinator within a reasonable time with its decision, which shall be binding and final. Qualification and eligibility shall be determined under the federal guidelines at 49 CFR, Part 37, §§37.123-.125, which are hereby incorporated by reference into this Agreement as if fully set forth herein.

2.4 The Coordinator shall abide by all provisions of Chapter 427, Florida Statutes, and Rule 41-2 as promulgated by the State of Florida Transportation Disadvantaged Commission in its performance under this Agreement. Chapter 427, Florida Statutes, and Rule 41-2, F.A.C., are each incorporated for all purposes into this Agreement as if fully set forth herein.

2.5 In addition to quarterly reports required under Article IV below, the Coordinator is responsible for preparation of "National Transit Database" (NTD) Reports" required in connection with services provided under this Agreement in the form described under the Federal Transit Administration Act of 1964, as amended (the "FTA Act").

2.6 The Coordinator shall maintain all books, records and documents according to generally accepted accounting practices and procedures, and shall reflect all expenditures of funds provided hereunder, collection of fares, calculation of trip mileage and other costs associated with the ADA/TDC/5311 Programs.

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2.7 The Coordinator shall make all records, documents, reports, audits, books and ledgers containing information in connection with the Program available and subject at all reasonable times to inspection, review and audit by federal, state or local officials, or their respective representatives as authorized by the County.

2.8 The Coordinator shall be responsible to collect fares established in coordination with the contract managers and the TPO, and which shall be set forth in an Escambia County Paratransit Rate Schedule ("Fare Schedule") approved by the contract managers. This Fare Schedule may be altered with the approval of all contract managers from time to time, but shall be subject to quarterly review when altered.

2.9 Coordinator shall implement a program for providing paratransit services for non-sponsored citizens in the non-urbanized areas of Escambia County under the appropriate regulations for Federal Transit Administration (FTA) Section 5311 funding as administered by Florida Department of Transportation (FDOT) regulations, and shall comply with all requirements of the appropriate Joint Participation Agreement (JPA) for the project.

2.10 County agrees to apply for a JPA with FDOT to provide Federal Section 5311 funding for the non urbanized area transportation program, and to disburse the funds from Fund 104, the Mass Transit Operating Fund for Escambia County Area Transit (ECAT), as legally established within the budget accounts and records of County.

ARTICLE III

Funding

3. The County agrees to pay reimbursements for costs to Coordinator in a total amount not expected to exceed <u>\$1,104,985</u> payable solely from available ADA/TDC/5311 Programs, subject to possible reduction under Section 3.7 hereof.

3.1 The County agrees to transfer the ADA/TDC/5311 Program funds to its agent the ECAT, which shall be responsible to disburse the funds from Fund No. 104, the Escambia County Mass Transit Operating Fund, as legally established within the budget accounts and records of the County.

3.2 The County shall pay monthly installments of the amount allocated in paragraph 3. above over the period of this contract to the Coordinator for its costs, subject to submission of all documentation with respect to Rider eligibility, trip information and other substantiation of costs and approvals described in the TDC Service Plan in EXHIBIT I, and any other relevant documentation requested by the contract managers.

3.3 The method of payment shall be monthly, based upon the periodic submission of invoices totaling its reimbursable costs and collections totals as calculated by the Coordinator. Reimbursable costs shall be computed as described in the TDC Service Plan contained in EXHIBIT 1. Supplemental information needed for reimbursement shall also be provided by the Coordinator. Verification of costs and expenditures is expected to require thirty (30) days, and payment shall be made promptly upon such verification.

3.4 The Coordinator shall be responsible to collect fares as established in the Fare Schedule described in paragraph 2.8 above. Daily collections shall be documented and their receipt verified by both the individuals responsible for collecting from Riders and by the Coordinator. Such verification need not be submitted with monthly invoices, so long as it is available for inspection together with like documentation.

3.5 The Coordinator shall be responsible to promptly repay overpayments made by the County for expenditures not authorized to be paid by the County, disallowed or unearned under this Agreement.

3.6 The Coordinator shall prepare and submit an invoice to the County each month together with all supplemental information to substantiate the listed costs and expenditures. The invoice will show an offset, or deduction, for fares collected and calculated through the date of the invoice. Invoices shall be due on or before the fifteenth (15th) day of the first month following the month in which service was delivered, and shall be due on or before the fifteenth (15th) day of each succeeding month thereafter. Failure to submit an invoice or to explain such failure, after Notice of Demand for the same made by the County, shall relieve the County of responsibility for costs incurred during the previous billing cycle which were known or should have been known to the Coordinator.

3.7 Upon receipt of an Invoice and supplemental information, the County shall review the complete submission, request further information as needed, Notice the Coordinator of any amounts in dispute and submit the invoice to the appropriate official for payment. The County reserves the right to withhold payment of any expense or other amount in dispute until the matter is resolved, but payment of the undisputed portion of an invoice and acceptance of such payment shall not be deemed a waiver by the County or the Coordinator of a claim to any unresolved amount withheld and unpaid.

ARTICLE IV Reporting

4. The Coordinator shall assemble and provide copies of a Quarterly Report to the County (ECAT), including a listing of trip information, current Rider list, a narrative summary of progress and a statement of quarterly cost totals.

4.1 The Coordinator shall use a form of Quarterly Report which is approved by the contract managers.

4.2 The Quarterly Report shall be due quarterly before each quarterly meeting, based on the date of commencement of this Agreement (November 28, 2011, February 27, 2012, May 27, 2012 and August 28, 2012), and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the contract managers.

4.3 This Quarterly Report is due on the 1st day of each subsequent quarter, unless the quarterly meeting is held thereafter, in which case the report shall be due seven (7) days in advance of said meeting date, or if an alternative schedule is agreed upon by the parties. The Quarterly Report shall include all ADA/TDC/5311 Program activities undertaken during the previous quarter.

4.4 The Coordinator shall provide the County with additional information as may be required by state or federal agencies to substantiate ADA/TDC/5311 Program activities, client or rider eligibility, trip information or Program expenditures.

4.5 The Coordinator is also responsible to submit National Transit Database (NTD) reports required by the federal government as described in paragraph 2.5 above. These reports, for the fiscal year ending September 30, will be submitted to ECAT prior to November 30. Any additional reports or verifications requested by ECAT from the Coordinator will constitute an additional expense based upon preparation and personnel time.

ARTICLE V Indemnification

5. The Coordinator shall act as an independent contractor, and not as an employee of the County, ECAT or as the designated Agent of the County in providing the aforementioned service. The Coordinator shall hold harmless Escambia County, ECAT and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Coordinator's obligation shall not be limited by or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 The Coordinator shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County shall be named as an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. The Coordinator shall at all times during the tenure of this Agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Coordinator in managing and implementing the activities described herein with combined single limits of \$1,000,000 including coverage for bodily injury, broad form property damage,

personal injury, contractual liability, and independent contractors.

b. Automobile liability with combined single limits of \$300,000 if applicable, including bodily injury and property damage arising out of operation, maintenance or use all owned, hired and non-owned vehicles.

c. All workers' compensation and employers liability insurance required by applicable Florida law, and the responsibility of the coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Coordinator shall have certificates of insurance forwarded to:

Mr. W. Kenneth Gordon, General Manager, ECAT 1515 West Fairfield Drive Pensacola, Florida 32501

Escambia County Office of Risk Management 221 Palafox Place Pensacola, Florida 32502; and

The Certificate will show the County and the City of Pensacola as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewable or adverse change or restriction in coverage. If required by the County, the Coordinator shall furnish copies of the Coordinator's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any working which would make notification of cancellation, adverse change or restriction in coverage to the County an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Coordinator shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Coordinator shall, upon instructions of the County, cease all operations under the Agreement until directed by the County, in writing, to resume operations:

5.1 The Coordinator required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Coordinator's coverage. The Coordinator's policies of coverage will be considered primary as related to all provisions of the Agreement.

5.3 The Coordinator agrees to pay on behalf of the County and the City, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in paragraph 5.1 of this Agreement.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

The Coordinator and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Coordinator agrees to indemnify and hold harmless the County, City of Pensacola, ECAT, TDAC and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Coordinator, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the prosecution of the work defined in this Agreement. Further, the Coordinator assumes all legal and financial liability and the direct responsibility for assuring full and complete employee training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE VI Contract Period and Termination

6. This Agreement shall be effective for the period beginning the <u>1st day of October</u> <u>2011</u>, and shall terminate on September 30, 2012, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation. Upon mutual agreement of the parties, this Agreement may be extended up two (2) additional one year terms. In no event shall the Agreement extend beyond three (3) years in duration after exercising all options for renewal.

6.1 Provided, that if the contract managers agree that Coordinator has failed to satisfactorily perform its duties as set forth herein, or in the event that ADA/TDC/5311 Program funds fail to be or cease to be provided to the County, then the County may terminate this contract upon no less than twenty-four (24) hours written Notice to the Coordinator without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 The County determination as to lack of funds shall be a final authority and determination of the same.

6.3 The Coordinator shall be subject to a performance review by the Escambia County Transportation Disadvantaged Coordinating Board (TDCB), or a subcommittee thereof, and ECAT at three (3), six (6) and nine (9) month intervals based upon the effective date of this Agreement. Prior to each review the Coordinator shall submit its Quarterly Report described under Article IV hereof.

6.4 The three (3) month review will be advisory in nature and designed to assist the Coordinator in identifying impediments to effective implementation of the Program. A written performance report shall be provided by the TDCB to the Coordinator at the three (3) month interval, indicating any recommendations, performance deficiencies or financial irregularities. Failure of the Coordinator to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide Notice of impending termination.

6.5 The six (6) month review shall examine the Coordinator's level of accomplishment with respect to the ADA/TDC/5311 Program services and ADA Plan objectives stated in EXHIBIT 1 of this Agreement. If, at the six (6) month interval, the Coordinator has failed to meet a satisfactory level of performance or trip participation, or if the number of Riders falls clearly short of projected or expected trip estimates given in the EXHIBITS, the funds stipulated in Article III, this Agreement may be unilaterally amended to reduce the funding to reflect an amount which is a more realistic estimate of the Program needs, and the difference may be used for advertisements or methods to increase awareness of the availability of the ADA/TDC/5311 Programs as determined to be needed by the contract managers. If sufficient public awareness has already been achieved the contract managers may approve other methods of providing like services as recommended by the Coordinator, and reinstate full funding to implement such measures. Funds removed from availability shall be reallocated for other ADA/TDC/5311 Program activities.

6.6 The nine (9) month review shall examine the participation achieved under the Program, review concerns of any party and prepare for finalizing the Program.

ARTICLE VII Accountability

7. The Coordinator will maintain personnel, financial, individual rider, trip mileage and other records and accounts as necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be kept and maintained, subject to inspection, review, or audit for a period of three (3) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the State of Florida, the Florida Transportation Disadvantaged Commission, the Federal Transit Administration, the Comptroller General of the United States, or their representatives; or the Coordinator shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Coordinator shall be fully and directly responsible for the proper expenditure of all ADA/TDC/5311 Program funds provided to the Coordinator under this

Agreement. In the event of misappropriation of ADA/TDC/5311 Program funds or the use of ADA/TDC/5311 Program funds for ineligible expenditures by the Coordinator, said Coordinator shall be responsible for immediate repayment of improperly expended ADA/TDC/5311 Program funds to the County or the State of Florida, as may be required. In cases of misappropriation of funds the County may, at its sole discretion, declare the Coordinator ineligible for consideration for future projects and programs involving local, state or federal funding.

ARTICLE VIII Nepotism

8. The Coordinator agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE IX <u>Civil Rights and Anti-Discrimination</u>

9.1 The Coordinator agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.2 All services associated with this project shall be made available to the public in a non-discriminatory manner. Within the eligibility parameters established under federal law, services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Coordinator accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.3 The Coordinator will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Coordinator agrees to post in a conspicuous place Notices setting forth the provision of this Equal Employment Opportunity clause.

9.4 The Coordinator shall safeguard information concerning any Rider or applicant for services under the ADA/TDC/5311 Programs and shall insure that no information is used or disclosed for any purpose not in conformity with state regulations (HRSM 50-1) or federal regulations (45 CFR, §205.5), except upon the written approval of the Rider, the applicant or such person's responsible parent or guardian when authorized by law. In any event when such information is disclosed, the circumstances involved with the event shall be reported to the County in writing through ECAT.

ARTICLE X Program income

10. Income from fares collected is anticipated to result from the transportation services provided under the ADA/TDC/5311 Programs. Fares shall be collected from authorized riders by the Coordinator and deducted at least monthly from invoices submitted to the County for payment. Fare amounts collected but not deducted from invoice payment requests, whether by error or miscalculation, shall be forwarded promptly to ECAT for deposit into the Escambia County Transit Fund described in paragraph 3.1 above. Any additional program income generated by Program activities shall be deposited into the same Fund and used to provide additional assistance in the future, in accordance with the requirements of Chapter 427, Florida Statutes.

ARTICLE XI Uniform Requirements

11. The Coordinator shall comply with applicable provisions of the uniform requirements described in Chapter 427, Florida Statutes with regard to management and implementation of the ADA/TDC/5311 Programs.

A. The Coordinator agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

B. Funding for this procurement will include federal capital assistance for ADA paratransit operating costs from the Federal Transit Administration (FTA) and is considered to be a Third Party Contract in accordance with the guidelines established in FTA Circular C 4220.IE. This Circular requires that the following contract provisions be included in all contracts for the procurement of supplies, equipment and services.

11.1 BREACHES AND DISPUTE RESOLUTION. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County, the County Administrator. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Coordinator mails or otherwise furnishes a written appeal to the County Administrator. In connection with any such appeal, the Coordinator shall be afforded the opportunity to be heard and to offer evidence in support of its position. The decision of the County Administrator shall be binding upon the Coordinator and the Coordinator shall abide by the decision.

A. Performance during Dispute. Unless otherwise directed by the County, Coordinator shall continue performance under this Contract while matters in dispute are resolved.

B. Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or any of his

employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

C. Remedies. Unless this contract provides otherwise ,all claims, counterclaims, disputes and other matters in question between the County and the Coordinator arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

D. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Coordinator shall constitute a waiver of any right or duty afforded them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11.2 TERMINATION

A. For Convenience. The County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

B. For Default .If the Coordinator fails to pick up the designated passengers or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Coordinator fails to comply with any other provision of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Coordinator a Notice of Termination specifying the nature of the default. The Coordinator will only be paid the contract price of services performed in accordance with manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Coordinator was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

11.3 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The Coordinator agrees to comply with applicable transit employee requirements as follows:

A. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Coordinator agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U. S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the contract and to meet the employee protective requirements of 49 U.S.C. §5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Coordinator agrees to carry out that work in compliance with the terms stated in that DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals with disabilities authorized by 49 U.S.C. §5310(a) (2), or for projects for nonurbanized areas authorized by 49 U.S.C §5311. Alternate provisions for those projects are set forth in subsections B and C of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5310 (a)(2) for elderly individuals and individuals with disabilities. If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. §5310 (a)(2), and if the Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C §5333(b) are necessary or appropriate for the state and public body subrecipient for which work is performed on the underlying contract, the Coordinator agrees to carry out the Project in compliance with the terms and conditions determined by the Secretary of Labor to meet the requirements of 49 U.S.C §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in Grant Agreement or Cooperative Agreement with the State. The Coordinator agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Coordinator agrees to comply with terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

D. The Coordinator agrees to include the any applicable in each subcontract involving transit operations financed in whole or in part with Federal assistance provided FTA.

11.4 ENERGY CONSERVATION REQUIREMENTS

The Coordinator agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC §§6322, et seq.).

11.5 CLEAN WATER REQUIREMENTS

The Coordinator agrees to comply with mandatory standards orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. The Coordinator agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

11.6 CERTIFICATION OF RESTRICTION ON LOBBYING

The undersigned Coordinator certifies, to the best of his/her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed.Reg. §1413 (1/19/96).

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352, (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pensacola Bay Transportation Company, LLC, the Coordinator, certifies or affirms the truthfulness and accuracy each statement of its certification and disclosure, if any. In addition, the Coordinator understands and agrees that the provisions of 31 U.S.C. §§3801, et seq., apply to this certification and disclosure, if any.

\square	HAMMALCOS	
Signature	of Coordinators Authorized Official	

Name and Title of Coordinators Authorized Official

Date

11.7 CLEAN AIR REQUIREMENTS

The Coordinator agrees to comply with all applicable standards orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401, et seq. The Coordinator agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

11.8 INTEREST OF MEMBERS OF, OR DELEGATES OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

11.9 PROHIBITED INTEREST

The operators, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

11.10 DEBARRED BIDDERS CERTIFICATION

The bidder hereby certifies that neither it nor its principals (as defined at 49 C.F.R. §29.995 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the bidder certifies that he or she will obtain an identical certification from all its sub-contractors. The bidder also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the bidder.

Signature/Date/Title:

ARTICLE XII Procurement, Assignment and Subcontracting

12. The Coordinator shall be required to utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Program activities.

12.1 No service herein contemplated to be performed by the Coordinator may be subcontracted, and no service or benefit hereunder may be assigned by the Coordinator without the prior written permission of the contract managers. No such subcontract or assignment shall be valid unless it requires the same record keeping and reporting to be performed by the subcontractor or the assignee as is required in this Agreement to be made by the Coordinator. Not withstanding the requirements of this section, the contract managers consent to the subcontracting of vehicle operations to subcontracted carriers operating under the coordinated system.

ARTICLE XIII General Provisions

13. The Coordinator accepts the funds provided under this Agreement and agrees that the contents of EXHIBIT 1 is part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Coordinator agrees:

13.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

13.2 To permit and facilitate such audits by the State of Florida, the Clerk of the Circuit Court, the Comptroller General of the United States, designated independent auditing firm(s) or their authorized representatives as may be directed in relation to this Agreement;

13.3 To produce all documents upon request by the County, State of Florida, the Federal Transit Administration or the authorized representatives of each;

13.4 To secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and any responses thereto to the County within sixty (60) days of the end of the Coordinator's corporate accounting year.

13.5 That Pensacola Bay Transportation Company, LLC, is a Florida Limited Liability Company operating "for profit" in this state, and in Escambia County with Occupational License 471810011102. Further, Pensacola Bay Transportation Company, LLC, functions primarily as a service organization with specific emphasis upon providing transportation opportunities for qualified disabled individuals.

13.6 Except as provided under paragraph 6.5 after the six (6) month Quarterly Report and review, renegotiations and modification or Amendment of this Agreement shall only be valid when reduced to writing and duly signed. The parties agree to renegotiate this Agreement if federal or state revisions to any law in connection with the ADA/TDC/5311 Program activities necessitate respective modifications of these terms.

13.7 If the Coordinator is called upon to assist in emergency situations, such as but not limited to hurricane evacuation, the provider shall be reimbursed for any and all costs incurred, subject to verification of costs and expenditures by ECAT based on receipts and other documentation.

13.8 By executing this agreement Pensacola Bay Transportation Company, LLC, hereby certifies that it has established a drug testing policy, which complies with the requirements of all federal, state or local regulatory agencies, including random drug testing.

ARTICLE XIV Understanding of Terms

14. This Agreement represents the entire and integrated agreement between the County and the Coordinator and supersedes all prior negotiations, representations, or agreements, either written or oral.

14.1 This Agreement is executed in Escambla County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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

14.4 All Notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement as described in Article I, above.

14.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this date and year first above written.

This document approved as to form ESCAMBIA COUNTY, a political subdivision of and legal sufficienc the State of Florida by and through its Board of By: County Commissioners. Title: Date: Vhite. Chairman ATTEST: Emie Lee Magaha Clerk of the Circuit Court يندن الاربي Deputy Clerk 13:81/ C BBC Approved 10-20-2011 Coordinator: Pensacola Bay Transportation Company, LLC J. M. Wilcox State of Florida **County of Escambia** The foregoing instrument was acknowledged before me this day of September 2011, by J. M. Wilcox, of Pensacola Bay Transportation Company, LLC, who did not take an oath and who _ is/are personally known to me produced current driver's license as identification ___produced current ______ as identification. Ł Signature of Notary Public Motch ... Il Name of Notary Printed Notary Public State of Florida Brenda E Mitchell

My Commission 00751700 Expres 01/24/2012



3100 McCormick Street • Pensacola, FL • 850 476-8130

August 30, 2012

Larry Newsom Assistant County Administrator 221 Palafox Place, Suite 420 Pensacola, FL 32502

Dear Mr. Newsom:

As you know, Pensacola Bay Transportation provides ADA complementary paratransit services for Escambia County and has been its Community Transportation Coordinator (CTC) since 2004 (from December 1, 2003 through June 30, 2004 on an emergency basis).

Pensacola Bay Transportation (PBT) would be pleased to continue as the ADA complementary paratransit service provider for Escambia County and respectfully request your consideration in renewing our agreement to provide paratransit transportation services for the period October 1, 2012 to September 30, 2013.

We thank you for your consideration in this matter. If you have any questions or need any additional information, please feel free to contact me at 850-476-8130 x216 or at <u>hvanselow@pensacolabaytransportation.com</u>

Sincerely.

Howard K. Vanselow General Manager



AI-3209	County Administrator's Report 10. 4.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	09/17/2012
Issue:	Disposition of Surplus Property
From:	John J. Lanza, MD, PhD, MPH, FAAP, CHD Director
Organization:	Escambia County Health Department
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Surplus Property for the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, CHD Director

That the Board approve the Request for Disposition of Property Form for the Escambia County Health Department for property unable to be located, all of which is described and listed on the Health Department Inventory List.

BACKGROUND:

The Escambia County Health Department has performed a diligent search for items on the attached Request for Disposition of Property list and has not been able to locate any of the property at this time. The property ranges from six to twenty-seven years old and has likely been disposed of in previous years but not removed from the property list and would have no remaining serviceability to any department. If any of the equipment is located in the future, it will be reinstated. Therefore, the Clerk's office has advised that the property be removed from the Board's asset inventory through the disposal process.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In compliance with FS 274.07 and BCC Policy B-1, 2 Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Prop Disp Sept 2012

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: FROM		mptroller's Finance Departn Department: Escambia County		ment COST CEI	NTER NO:	360301	
Rudy L	opez			DATE:	9.06.12		
		PRINT FULL NAME)	0				
Propert	y Custodian (Signature):	Topos	Phone No:	850.595.668	38	
REQUE	ST THE FOLI	OWING ITEM(S) TO BE DIS	POSED:				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
		See Attached Spreadsheet	-				
			1				
			1				
Dienosal	Comments:						
Disposa	- commence.						
Date: TO:	er is Ready for I County Admini Escambia Coun	Information Technology Tech			m		
		Director (Print Na	ame): John	J. Lanza, MD, F	PhD, MPH, FA	AP	
TO:	IMENDATION: Board of Count County Admini	y Commissioners	Charles R. "R	andy" Oliver			
Approve	ed by the County	Commission and Recorded in the	ne Minutes of:	Ernie Lee Magaha By (Deputy Clerk)	/Clerk of the Circui	t Court & Co	mptroller
This Eq	uipment Has Be	en Auctioned / Sold					
by:	C						
	Print Name		Signature			Date	
Property	Tag Returned t	o Clerk & Comptroller's Finance	Department				
Clerk &	Comptroller's I	inance Signature of Receipt	-	Date			
		complete applicable portions of disp	osition form. See	Disposal process char	ts for direction.	rev. sh 07	.11.12

Health Department Inventory Serial Numbers

Asset ID		Description	Date Acquired	Doscription	Cost	Model	Serial Number
029781	000	TYPEWRITER ELECTRONC	3/18/1985	#000721	1,195.00	S408K	1571733
033577	000	TABLE EXAM	<u>9/11/1987</u>	#001767	1,079.60	T15420F	
034918	000	ELECTROCARDIOGRAPH	4/8/1988	#002578	3,413.00	BUR73	22734
035486	000	AUTOCLAVE	5/24/1888	#000680	1,246.88	VALIDATOR 8	5352
035498	000	HEAT PUMP 10 TON	6/16/1988		6,021.00	BWAL 20C300M	C22195965
036082	600	TYPEWRITER ELECTRONC	2/14/1985	#060749	1,153,99	EM 811FX	J561929912
036208	600	CHAIR DENTAL	7/21/1887	#000645	3,395.00	1005	D716505
036214	000	INTRA K BOX WISTAND	7/21/1987	#G04948 ·	1,795.00	641-4860	207628
036220	000	COMPRESSOR W/DRYER	7/21/1987		1,695.00	ACD101	
036598	000	CAVITRON DENTSPLY	5/26/1989	#000640	1,149.50	3000 W/3 TIPS	3954
037076	600	TABLE EXAM	3/28/1990	#001713	1,137.50	T-1542DF	
037077	000	TABLE EXAM	3/28/1690	#C01690	1,137.50	T-1542 DF	
037141	000	DETECTOR GAS SYSTEM	5/16/1990	#002799	1,330.00		ET 011
036083		SCALE POSTAGE	2/28/1991	#000541	1,118.00	8510-10	85101051
038084	000	TABLE EXAM	3/8/1991	#001571	1,137.50	T1642	
038516	000	LASERPLANE W/TRIPOD	10/16/1991		1,054.25	SPY 2044	5983
039267		TELEVISION 52	4/21/1992	#001715	1.999.00		
041490		X RAY SYSTEM	7/20/1994	#003667	22,160.00	CRANEX 3	H43047
041499		MIRAGE SYSTEM	10/8/1993	#002164	1,444.00	6'52	W/GRAPHIC HEADER
042442		DETECTOR GAS	1/20/1995	#002800	1,525.00	GT105	9502172
042443		DETECTOR GAS	1/20/1995	INCL S10.86 FRT	1,525.00	GT105	9502174
043128		PROJECTOR DESKTOP	9/29/1995	#002276	2,000.00	2800	12403
045384	-	PRINTER MICROFILM	10/1/1986	#003772	3,265.00	300	JFS02379
045573		PRINTER LASER	12/6/1998	#009285	1,185.91	C3916A	USKC043532
045588		FILM PROCESSOR	10/1/1998	#002279	3,964.00	AT 2000 PLUS	409408
045569		AUTOCLAVE	10/1/1996	#002278	2,833.00	M-9	C2002769
045593	_	CPU PROCESSOR	10/1/1986	#009282	1,802.00	5133	6NDG7
045689		10 PORT HUB	8/8/1997	#009635	1,527.20		
046137		FILM PROCESSOR	10/1/1997	#005344	3,860.00	AT-2000T	413713
046138		PRINTER	12/15/1997	#009717	1,464.87	LASERJET 5	SYSLC016366 #9717
047879		COMPUTER, FILE SERVER	4/22/195	#005635	4,180.0	CD9	1EC0984
		COMPUTER PERSONAL	r	#009760	1,542.0	P5MMX200	ECQX4
048798		CONFERENCE TABLE		#006036	1,139.3	4	
049232		REGENERATIVE BLOWER	12/15/200	#007008	1.924.3	R6P355R-50	9807714117
048249		PC, LAPTOP	12/15/200	#004142	2,918.0	CPXJ650GT	FB1L101
049298		HANDPIECE LUBE AND CLEANER	12/12/200	#007013	2.155.0	0	D474340
049362		COMPUTER	12/5/200	006064	3,253.0	PPOIL	JGP2801
049383		COMPUTER	12/5/200	0 #008057	2,588.0	CPPX	H92X601
049452		PROJECTOR PROXIMA		1#007018	3,999.0	PRODP6850	40.1311248
049454		PCLAPTOP	2/15/200	1#006202	2,857.0	C PPO1L	H6DFD01
049458		PC DESKTOP	4/2/200	1 #036136	1,227.0	O DHP	8FY2H01
049457		PCDESKTOP	4/2/200	1#006132	1,227.0	C DHP	9FY2H01
049459		PC DESKTOP	4/2/200	1 #008138	1,227.0	DHP	CFY2H01
		PCDESKTOP	4/2/200	1 #008140	1,227.0	OHP	DFY2H01

Health Department Inventory Serial Numbers

Asset ID	Description	Date Acquired	Description	Cost	Model	Serial Number
049463 000	PCLAPTOP	4/2/2001	#006131	2,205.00		
	FAX LASER		#007002			8FJ2HD1
	PROJECTOR PROXIMA	5/18/2001			F05700	
	SHREDDER INTIMUS			3,999.00		41D057017
	IMAGING SYSTEM DIGITAL	6/14/2001		1,542.89		6352300131W
	COMPUTER DESKTOP	6/19/2001	#007037	4.727.00		
	COMPUTER			1,682.00		G75RM01
		5/21/2001		2.420.00		6X5CL01
	COMPUTER	5/21/2001		2.420.00		CX5CL01
	COMPUTER	<u>5/21/2001</u>		2,420.00	WCP	BZSCL01
	COMPUTER	5/7/2001	#036232	2,849.00	WCP	2LBGK01
050228 000	COMPUTER	5/7/2001	#008194	2,549.00	WCP	5N5HK01
050237 000	COMPUTER	5/7/2001	#006190	2,539,00	WCP	1JLFK01
050241 000	COMPUTER LAPTOP	6/22/2001	#006380	2,594.00	PPO	306BN01
	COMPUTER LAPTOP	6/22/2001	#0.06379	2.594.00	PPO	BZ6BN01
050244 000	COMPUTER LAPTOP	6/22/2001	#006385	2.594.00	PPO	807BN01
050245 060	COMPUTER LAPTOP	6/22/2001	#006382	2,594,00	PPO	BS6BN01
050250 000	COMPUTER LAPTOP	6/22/2001	#006386	2,594.00	PPO	7Y68N01
050270 000	FAX	7/8/2001	#007059	1,603.00	UF-885	
050504 000	WORK MODULE	10/29/2001	#007063	2.698.22		
050550 000	FAX MACHINE	10/1/2001	#007065	1,129.00	UE-885	GAG1FN02254
050551 000	FAX MACHINE	10/1/2001	#007067	1,129.00	UE-885	GAG1FN02334
050898 000	LASER SPECTRA	1/2/2002	#007078	1,015.00		14663
050919 <u>0</u> 00	FAX MACHINE	4/10/2002	#007080	1,473.00		F57001710423Y
050920 CCO	MODULAR FURNITURE	12/1/2001	#007079	1,579.58		
051368 000	ICE MACHINE	11/5/2002	#007090	1,386.00		1211-08206-2
051307_000	SWITCH	9/30/2002	#006518	1,382.00		SG11902904
051308 000	SWITCH	9/30/2002	#006693	1,362.00	J4121A	SG1161884
051309 000	PRINTER	9/30/2002	#006487	1,257,49	2200DTN	CNBRG18194
051313 000	COMPUTER	9/30/2002	#005480	1,868.92	GX240TN	B3HT611
051328 000	COMPUTER	9/30/2002	#006590		GX240TN	F\$3RT11
051330 000	COMPUTER	9/30/2002	\$006642	1,704,50	GX240TN	4K4RT11
051337 000	COMPUTER	9/30/2002	#006628			GK4RT11
	COMPUTER	9/30/2002				CL4RT11
	COMPUTER	9/30/2002			GX240TN	H4J9L01
	PRINTER	9/30/2002			2200DTN	USBFF05742
	LAPTOP	9/30/2002			LATITUDE C800	136ZW01
	COMPUTER	9/30/2002		1,865.92		63HT611
	COMPUTER	8/30/2002			GXS240	2FYLL11
	COMPUTER	9/30/2002			GX5240	8FYLL11
	COMPUTER	9/30/2002			GX240TN	7MDX911
	COMPUTER	9/30/2002			GX5240	5XWV911
	COMPUTER	9/30/2002		2,226.50		CMYFF11
					•	
	COMPUTER	9/30/2002 9/30/2002	#008524	1.790.90	•	5GNHF11 JH21K11

Health Department Inventory Serial Numbers

Asset ID	Description	Date Acquired	Description	Cost	Model	Serial Number
051418 000	COMPUTER	9/30/2002	#006540	2,006.90		2T01K11
051435 600	PROCESSOR EXTRA X	11/7/2002	#007094 NORTHSIDE	4,250.00		F113303645001
	SPIROMETER PORTABLE FLASH	12/20/2002	#007096	1,795.00		
	COMPUTER	3/17/2003	#006798	2,038.50	LATITUDE C400	DQ5WK21
	PROJECTOR	3/13/2003	#006816	2,125.00	PT-LC75U	SF310076
	COMPUTER	3/28/2003	SOD5822 BIO-TRAILOR	1,659.31	G)(260	C164M21
······	SERVER	4/10/2003	#006828	11,185.36	POWEREDGE 4600	3HB4N21
	SERVER	4/29/2003	#006831	11,634.00	POWEREDGE 4660	3KRHP21
	CAMERA DIGITAL	6/13/2003	#007118	1,099.99		
052128 000	CASSETTE RECORDER/PA SYSTEM	7/14/2003	#007120	1,029.95		
052129 000	CASSETTE RECORDER/PA SYSTEM	7/14/2003	#007121	1,029.95		
	COMPUTER LAPTOP	6/24/2003	#008864	1,978.40	LATITUDE C840	5XR1Y21
	COMPUTER	5/5/2003	#005870	2,585.00	PRECISION 350	7B07Y21
	COMPUTER	6/26/2003	#006874	1,320.51	OPTIPLEX GX260T	9WD5Y21
,	COMPUTER	6/27/2003	#006872	1,554.00	OPTIPLEX GX260	HP6FY21
052297 600	COMPUTER LAPTOP	9/11/2003	#006891	2,166.20	LATTITUDE D800	FOVRF31
052515 000	SHELVING	10/1/2003	#007129	2,317.46		· · ·
052524 000	COMPUTER DESKTOP	10/28/2003	#006920	1,785,40	PRECISION 360	635RN31
052607 000	SERVER POWEREDGE	10/30/2003	#006596	7,122.40		JM2PT11
052701 000	AIR PACKAGE	10/30/2003	#007163	6,933.00		
052703 000	AUTOCLAVE	10/30/2003	#007155	3,359.00	·	````
052711 000	FAX LASER PLAIN PAPER	10/30/2003	#007163	1,473.00		
052793 000	COMPUTER	12/22/2003	#006948	1,380.57	PRECISION 360	1KRK141
052785 000	COMPUTER	12/22/2003	#006944	1,380.51	PRECISION 360	JVSK141
052799 000	PROJECTOR	12/22/2003	#006954	1,873.2	LP70	SACAN3460022
052984 000		4/8/2004	#008102	2,413,5	INSPIRON 9100	HT3HM41
053134 000	COMPUTER	3/23/2004	#008041	1,313.9	GX270	1SJZH41
053138 000	COMPUTER	3/23/2004	#008015	1,313.9	GX270	3TJZH41
053145 000	COMPUTER	3/23/2004	#008021	1,313.8	GX270	DVJZH41
053148 000	COMPUTER	3/23/2004	\$008025	1,313.9	2GX270	GVJZH41
053148 000	COMPUTER	3/23/2004	#008029	1,313.9	2 GX270	SWJZH41
053149 000	COMPUTER	3/23/2004	#008031	1,313,8	2 GX270	7WJZH41
053153 000	COMPUTER	3/23/200	#008099	1,313.8	2 GX270	6XJZH41
053157 000	COMPUTER	3/23/200	#008097		2 GX270	2YJZH41
053164 000	COMPUTER		2008056		2 GX270	BZJZH41
053165 000	COMPUTER	1	#008080 ¹	1	2 GX270	FZJZH41
053168 000	COMPUTER		1#008089		2 GX270	70KZH41
053170 000	SERVER		#008047		9 POWEREDGE 2650	7F4Q41
	PRINTER		4 #008078		8 PHASER 8400N	SRPC070978
	AED DEFIBRILATOR		4 #007177	2,065.0		
	AED DEFIBRILATOR	1	4 #007180	2,085.0		0200204
	GX620 COMPUTER		e #008573		8 GX620	8280281 7T4LS91
	GX620 COMPUTER		6 #008880		4 GX820	CQFZQ91
056103 00	GX620 COMPUTER	10/1/200	5 #008890	1 1,301.2	4 GX820	

Health Department Inventory Seriel Numbers

Asset ID	Description	Date Acquired	Description .	Cost	Modei .	Serial Number
056104 000	GX620 COMPUTER	10/1/2008	#008662	1.301.24	GX820	DQFZQ91
056136 000	GX260 COMPUTER	10/1/2008	#008330	1.149.08	GX280	HPHG871
056152 000	GX620 COMPUTER	10/1/2006	#003510	1,301.24	GXE20	85DNZ81
058160 000	GX620 COMPUTER	10/1/2008	#CC8786	1,210.58	GX620	5S\$QZ81
055184 000	GX620 COMPUTER	10/1/2008	#008540	1,210.58	GX620	J29MN81
056213 000	GX620 COMPUTER	10/1/2008	#008436	1.210.58	GX620	JJ52H81
056225 000	GX270 COMPUTER	10/1/2008	#008148	1,274,78	GX270	HN2J351
056229 000	GX820 COMPUTER	10/1/2008	#008798	1,301.24	GX620	HQSQZ81
056240 000	GX620 COMPUTER	10/1/2006	#008816	1,301.24	GX620	
056241 000	GX620 COMPUTER	10/1/2006	#008820	1.301.24	GX620	JQ9QZ81
056242 000	GX620 COMPUTER	10/1/2006	#008584	1,210.58	GX620	8\$9QZ81
056243 000	GX620 COMPUTER	10/1/2008	#008533	1,210.58	GX620	118QZ81
056244 000	GX520 COMPUTER	10/1/2008	#008588	1.210.58	GX620	9R9QZ81
056245 000	GX620 COMPUTER	10/1/2005	#008628	1,210.58	GX620	GQ9QZ81
056248 000	GX820 COMPUTER	10/1/2006	#008778	1,301.24	GX620	GHDNZ81
056247 000	GX620 COMPUTER	10/1/2008	#008574	1,210.58	GX620	6260281
056261 000	GX620 COMPUTER	10/1/2006	#008620	1,301.24	GX620	6T9QZ81
056267 000	GX820 COMPUTER	10/1/2008	#008438	1,210.58	GX620	4K52H81
056288 000	GX270 COMPUTER	10/1/2008	#008194	1,274.78	GX270	GM2J351
056342_000	COMPUTER	10/1/2008	#008213	1,274.78	GX270 ·	2M2J351
056344 000	COMPUTER	10/1/2006	#008232	1,274.78	GX270	GK2J351
056347 000	COMPUTER	10/1/2008	#008398	1.274.78	GX280	5G6VJ71
056348 000	COMPUTER	10/1/2008	#008454	1,210.58	GX620	3ZK2H81
056349 000	COMPUTER	· 10/1/2008	#008583	1.210.58	GX620	H0SQZ81
056351 000	PROJECTOR	10/1/2005	#008657	1,245.00	LP70+	ANEV645R0386
056353 000	COMPUTER	10/1/2006	#008716	1,210.58	GX620	6090281
056354 000	LAPTOP	10/1/2006	872288750	2.089.62	D810 ·	7SRXR91
056355 000	COMPUTER	10/1/2006	#008730	1,210.58	GX620	JS90Z81
058356 000	COMPUTER	10/1/2006	#008758	1,301.24	GX620	2090281
056357 000	COMPUTER	10/1/2006	#008804	1.301.24	GX620	4090281
056358 000	COMPUTER	10/1/2006	#008808	1.301.24	GX820	9ZDN81
058359 000	COMPUTER	10/1/2006	#008614	1.301.24	GX820	CSONZ81_
056360 000	COMPUTER	10/1/2006	#008822	1.301.24	GX620	JP9QZ81
058361 000	COMPUTER	10/1/2006	#008824	1,301.24	GX620	
056362 000	COMPUTER	10/1/2006	#008872	1,301.24	GX620	96DNZ81
056363 000	COMPUTER	10/1/2008	#008674	1,301.24	GX820	DSDNZ81
056364 000	COMPUTER	10/1/2006	#008882	1,301.24	GX620	95CYS91



AI-3113	County Administrator's Report 10. 5.			
BCC Regular M	leeting Technical/Public Service Consent			
Meeting Date:	09/17/2012			
Issue:	Schedule a Public Hearing Regarding the FY 2013 Escambia County Area Transit (ECAT) Disadvantaged Business Enterprise Goals			
From:	Joy D. Blackmon, P.E., Department Director			
Organization:	Drganization: Public Works			
CAO Approval:				

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing Regarding the Fiscal Year 2013 ECAT Disadvantaged Business Enterprise Procurement Goals - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the scheduling of a Public Hearing for October 4, 2012, at 5:32 p.m., for the purpose of receiving comments concerning the Fiscal Year 2013 Escambia County Area Transit (ECAT) Disadvantaged Business Enterprise (DBE) Goals.

U.S. Code 49, Code of Federal Regulations (CFR) Parts 23 and 26, require the establishment of an ECAT DBE Program to remedy past and current discrimination against disadvantaged business enterprises, ensure a level playing field, and foster equal opportunity in U.S. Department of Transportation assisted contracts. Essential requirements of the DBE program include the establishment of an annual goal and public participation in the process. This goal applies only to federally-assisted ECAT procurements.

BACKGROUND:

U.S. Code 49, Code of Federal Regulations (CFR) Parts 23 and 26, require the establishment of an Escambia County Area Transit Disadvantaged Business Enterprise (DBE) Program to remedy past and current discrimination against disadvantaged business enterprises, ensure a level playing field, and foster equal opportunity in U.S. Department of Transportation (DOT)-assisted contracts. Essential requirements of the DBE program include the establishment of an annual goal and public participation in the process. This goal applies only to federally-asisted ECAT procurements.

BUDGETARY IMPACT:

Federally assisted ECAT procurements covered by this policy are funded through Fund 104, Mass Transit Operating Fund and Fund 320, Federal Transit Administration (FTA) Capital Projects Fund. These projects are included in the proposed FY 2013 budget and the Program of Projects for FY 2013 Federal Grant application. No penalties will occur if this goal is not met.

LEGAL CONSIDERATIONS/SIGN-OFF:

Establishing DBE goals is a requirement of the FTA and is one of the Certifications and Assurances that the BCC submits annually. Failure to reach goals will have no financial impact upon Escambia County or ECAT. The Florida (state-wide) Standard Certification Program is utilized for this program.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

The public hearing and advertisement of the approved FY 12/13 DBE goal fulfills the requirements of FTA Circular C-4716 and U.S. Code 49, CFR Parts 23 and 26.



AI-3158	Coun
BCC Regular M	eeting
Meeting Date:	09/17/2012
Issue:	Motor Grader Purchase
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

County Administrator's Report 10. 1. Budget & Finance Consent

RECOMMENDATION:

Recommendation Concerning the Purchase of a Motor Grader - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the National Joint Powers Alliance Contract #060311-VTL, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions, and Section 46-64, Board approval, and award a Purchase Order for one new Leeboy 685B Motor Grader, PD 11-12.061, to Tractor and Equipment Co., in the amount of \$125,064.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

The Leeboy Motorgrader will enhance the Road Department's shoulder maintenance program. It is a replacement for a larger, Champion Motorgrader, asset# 41605 which has been sold at auction.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This purchase is in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, Exemptions; and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



AI-3157	County Ad	ministrator's Report 10. 2.
BCC Regular M	eeting	Budget & Finance Consent
Meeting Date:	09/17/2012	
Issue:	The Purchase of a Freightliner M2 Grappl	e Truck
From:	Amy Lovoy, Department Head	
Organization:	OMB	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning the Purchase of a Freightliner M2 Grapple Truck - Amy Lovoy. Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #SPEC 48, 11-19-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions, and Section 46-64, Board approval, and award a Purchase Order for one Freightliner M2, Grapple Truck, PD 11-12.060, to Atlantic Truck Center, in the amount of \$121,848.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

The Freightliner M2 Grapple Truck will improve the Road Department's Right-of-Way maintenance program. Alternatively, it will greatly enhance the clean-up process in storm related events. This unit will replace asset numbers 49468 and 45362 sold at auction.

BUDGETARY IMPACT:

Funding: Transportation Trust Fund 175, Cost Center 210402, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This purchase is in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions, and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



AI-3169	County Administrator's Report 10. 3.
BCC Regular N	leeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Workers' Compensation Insurance Renewal
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Workers' Compensation Insurance Renewal - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the continued participation with the Florida Municipal Insurance Trust for the renewal of the fully insured Workers' Compensation Insurance for Escambia County, effective October 1, 2012, in the amount of \$1,427,554.

BACKGROUND:

The fully insured program with no deductible will continue to save the cost of maintaining a self insured retention funding level for claims that occurred after June 9, 2008, the inception of this program.

BUDGETARY IMPACT:

Funds are budgeted in Fund 501 (Internal Service), Cost Center 140834, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the Contract Administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.



Department of Insurance and Financial Services

FLORIDA MUNICIPAL INSURANCE TRUST

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Proposal for 2012-2013

Escambia County Board of County Commissioners

LIMIT OF LIABILITY:

Workers' Compensation: Statutory

Employers' Liability:

\$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate by Disease

Deductible:		\$0
Total Payroll:		\$57,616,890
*Drug Free Workplace Credit (5%)		Yes
*Safety Credit (2%)		Yes
Experience Modification	10/1/12	1.32

NET PREMIUM:

\$1,427,554



C)
eeting	
09/17/2012	
Partial release of liens	
Amy Lovoy, Department Head	
OMB	
	09/17/2012 Partial release of liens Amy Lovoy, Department Head

County Administrator's Report 10. 4. Budget & Finance Consent

RECOMMENDATION:

<u>Recommendation Concerning Partial Release of Liens Associated with Real Property Located at</u> <u>3004 North Guillemard Street - Amy Lovoy, Management and Budget Services Department</u> <u>Director</u>

That the Board take the following action concerning the partial release of Liens associated with property that will be conveyed to Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Authorize partial release of Liens associated with 3004 North Guillemard Street, Account Number 05-1037-000, Reference Number 04-2S-30-6001-035-017, on the properties listed below;

1. Liens recorded at Official Records Book 6436, at Page 1364, on property located in the Block of 8500 Elbert Street; and

2. Liens recorded at Official Records Book 6603, at Page 1925, on property located at 3623 North R Street;

B. Approve release of the effect of the 2011 Nuisance Abatement Lien, which was placed on the North Guillemard property one month prior to Final Judgment recorded in Official Records Book 6770, at Page 442; and

C. Acknowledge that Habitat for Humanity will pay all recording costs relative to the Lien releases.

BACKGROUND:

Escambia County acquired this property though foreclosure in March 2012. The Board of County Commissioners approved the sale of this property to Pensacola Habitat for Humanity on June 7.2012.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

E.

Attachments

3004 N Guillemard backup partial release

Page 1 of 2

General Inform	ation	2012 Certified Roll Ass	sessment
Reference:	042S306001035017	Improvements:	\$0
Account:	051037000	Land:	\$8,550
Owners:	ESCAMBIA COUNTY		
Mail:	221 PALAFOX PLACE	Total:	\$8,550
C ¹	PENSACOLA, FL 32502	Save Our Homes:	\$0
Situs:	3004 N GUILLEMARD ST 32503	Disclaims	-
Use Code:	VACANT RESIDENTIAL	Disclaime	<u>:1</u>
Taxing Authority:	COUNTY MSTU	Amendment 1 Ca	alculations
Tax Inquiry:	Open Tax Inquiry Window		
	k courtesy of Janet Holley, ity Tax Collector		
Sales Data		2012 Certified Roll Exe	emptions
	Official		
Sale Date Bo	ook Page Value Type Records (New Wind		
03/05/2012 68	그는 그는 그는 것은 것이 있다. 그는 것이 아이는 것이야?		N PENSACOLA
	330 589 \$6,900 TD <u>View Inst</u>	UNITS 1/2/3/4 PB 2 P	2/6/33/57
	s Inquiry courtesy of Ernie Lee Maga	- II OR 6829 P 721	
Escambia Cour	ty Clerk of the Court	Extra Features	
		None	
Id: <u>04-25-30-2</u> Approx. Acreage: 0.2300 Zoned: <u>R-3</u>	0 60 12 A1~ 53.7	3	11 62
	63	120	67

Buildings	
Images	

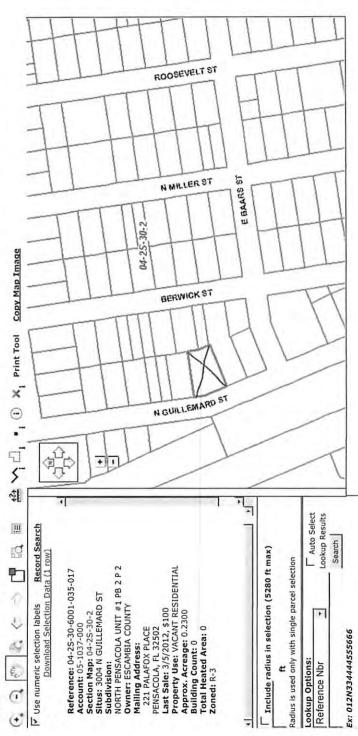
12/20/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Page 1 of 1

Chris Jones Escambia County Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IRMGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER1-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Retiying on the information contained herein is at the user's own risk. We assume no flability for any use of the information contained in the I-MAP Service or any resultant loss.



http://www.escpa.org/GIS/MapDefault.aspx

Page 1 of 2

	ambia County Property Appraiser	2012 Cortified Dall Areas	cmont
General Infor		2012 Certified Roll Asses	
Reference:	1215306106000003	Improvements: Land:	\$0 \$5,985
Account:	021427000 TAX CERTIFICATE REDEMPTIONS INC	Land:	\$5,985
Owners: Mail:	925 ARTHUR GODFREY RD STE 102	Total:	\$5,985
Mail.	MIAMI BEACH, FL 33140		\$5,565
Situs:	8500 ELBERT ST BLK 32514	Save Our Homes:	φt
Use Code:	VACANT RESIDENTIAL	Disclaimer	
Taxing Authority:	COUNTY MSTU	Amendment 1 Calc	ulations
Tax Inquiry:	Open Tax Inquiry Window		
	nk courtesy of Janet Holley, Inty Tax Collector		
Sales Data		2012 Certified Roll Exem	ptions
	Official	None	
Sale Date B	ook Page Value Type Records		1
	(New Window		
	0330 601 \$2,600 TD <u>View Instr</u> 039 211 \$100 OT View Instr	BEG AT NE COR OF S1/2 W1/2 OF S1/2 OF LT 6 S	
	909 652 \$500 TD View Instr	FOR POB CONTINUE S 7	
	ds Inquiry courtesy of Ernie Lee Magaha,	95/100 FT N 84 DEG W	
	inty Clerk of the Court	Extra Features	
		None	
Parcel			S and a s
Information	Restore Map Get M	lap Image Launch Inter	ractive Ma
Section Map Id: 12-1S-30-2	¢°¢ 1:	27	
Approx. Acreage: 0.2200	20		
Zoned:			
<u>R-5</u>	12	7	
	1		
	3	10	
	03	95	
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		8.95	
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	G 127.	31 26.82	
		31 26.82	
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	127.	31	
	127.	31	
		31	

 	·····
 Buildings	
Images	

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Page 1 of 2

General Info	rmation	2012 Certified Roll Asse	ssment
Reference:		Improvements:	\$0
Account:	052845000	Land:	\$5,130
Owners:	TAX CERTIFICATES REDEMPTIONS INC		
Mail:	925 ARTHUR GODFREY RD STE 102	Total:	\$5,130
	MIAMI BEACH, FL 33140	Save Our Homes:	\$0
Situs:	3623 N R ST 32505	Disdaimas	
Use Code:	VACANT RESIDENTIAL	Disclaimer	
Taxing Authority:	COUNTY MSTU	Amendment 1 Calo	culations
Tax Inquiry li	: <u>Open Tax Inquiry Window</u> ink courtesy of Janet Holley, unty Tax Collector		
Sales Data		2012 Certified Roll Exen	nptions
	Official	None	
Sale Date	Book Page Value Type Records		1
	Window)	Legal Description	
03/03/2008	6302 1642 \$7,400 TD <u>View Instr</u>	BEG AT SE COR OF LT 1	
	3002 838 \$19,900 WD <u>View Instr</u>	4/10 FT ALG E LI FOR PO AND PARL TO S LI OF LT	
05/1991	3002 837 \$10,500 WD View Instr	N AND PARL TO E LI	15011
04/1991	2985 711 \$10,000 CT <u>View Instr</u>		
01/1968	301 639 \$3,100 WD <u>View Instr</u>	Extra Features	
Official Recor	ds Inquiry courtesy of Ernie Lee Magaha,	None	
Escambia Co	unty Clerk of the Court	None	
ection Map d: <u>9-2S-30-4</u> Approx. Acreage: .1600 Coned: <u>2-2</u>	95	95	_

12/23/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

MINUTES OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-22. Approval of Various Consent Agenda Items Continued

6. Taking the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc. (Habitat), a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Declaring surplus the Board's real property located at 3004 North Guillemard Street, Account Number 05-1037-000, Reference Number 04-2S-30-6001-03;
- B. Adopting the Resolution (*R2012-80*) authorizing the conveyance of this property to Habitat;
- C. Approving the sale price of \$12,182.50 for the 3004 North Guillemard Street property;
- D. Acknowledging that Habitat's design/structure shall be subject to architectural review and approval by Escambia County;
- E. Approving to allow Habitat up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- F. Authorizing the Chairman to execute the Resolution and all documents related to the sale.



AI-3182	County Administrator's Report 10. 5.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Reduction of Sales Price due to Property Appraiser's 2012 Certified Roll Accessed Values
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Reduction of Minimum Sales Price of Real Properties Due to the Property Appraiser's 2012 Assessed Values - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum sales price required for real properties, due to the Property Appraiser's 2012 Certified Roll assessed values:

A. Authorize the sale of the following real properties to the bidder with the highest offer received at or above the reassessed minimum bid, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board;

1. Property located at 10 Besma Drive, Account Number 07-1829-000, Reference Number 34-2S-30-1151-040-007, is now accessed at \$11,401;

2. Property located at 110 North Merritt Street, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008, is now accessed at \$16,976;

3. Property located at 307 East Blount Street, Account Number 13-3134-000, Reference Number 00-0S-00-9020-010041, is now accessed at \$1,710;

4. Property located at 1209 West Bobe Street, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038, is now accessed at \$45,003; and

5. Property located at 1608 West Desoto Street, Account Number 15-0980-100, Reference Number 00-0S-00-9060-024-093, is now accessed at \$1,979; and

B. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

These property values changed with the Property Appraiser's 2012 Certified Roll Accessed Values. The County has no need for these properties.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

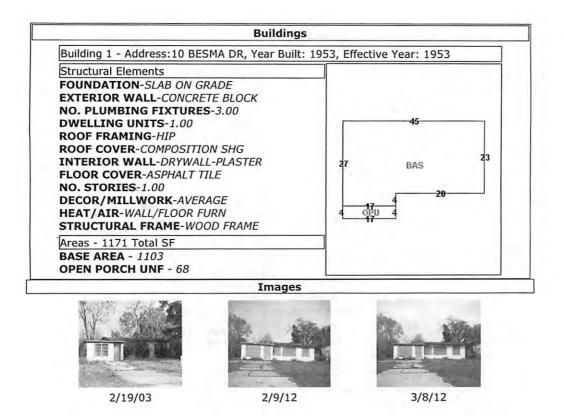
Attachments

PA 2012 Certified Roll Assessments

Page 1 of 2

Reference:	tion	2012 Certified Roll Asses	
terer chiech	342S301151040007	Improvements:	\$1
Account:	071829000	Land:	\$11,400
Owners:	ESCAMBIA COUNTY		
Mail:	221 PALAFOX PL STE 420	Total:	\$11,401
C 11	PENSACOLA, FL 32502	Save Our Homes:	\$0
Situs:	10 BESMA DR 32506	Disclaimer	
Use Code:	SINGLE FAMILY RESID	Discialmer	
Taxing Authority:	COUNTY MSTU	Amendment 1 Calo	ulations
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link (Escambia County	courtesy of Janet Holley, y Tax Collector		
Sales Data		2012 Certified Roll Exem	ptions
Sale Book	Official Page Value Type Records	COUNTY OWNED	
Date BOOK	(New Window)	Legal Description	
10/2005 5765	918 \$100 CT <u>View Instr</u>	LT 40 BLK 7 1ST ADDN	TO PEN
	329 \$20,400 WD <u>View Instr</u>	HAVEN PB 3 P 14 OR 57	65 P
	599 \$23,000 WD <u>View Instr</u>	918	
	193 \$18,000 WD <u>View Instr</u>	Extra Features	
	Inquiry courtesy of Ernie Lee Magaha,	UTILITY BLDG	
Escambia County	y Clerk of the Court	UTILITY BLDG	
arcel nformation	Restore Map Get Ma	p Image Launch Inte	ractive Ma
ection Map d: A173	00.5 01,52.4	178.2	
approx. Acreage: .1900	67.4 76.8	_ /	119.4
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-2	49	57.8 75.8	
	131	0.8	12
	~	1 50	13
	128.3	58.3	7-
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-	Var 1	124.8	/
	47.7	N/	V.
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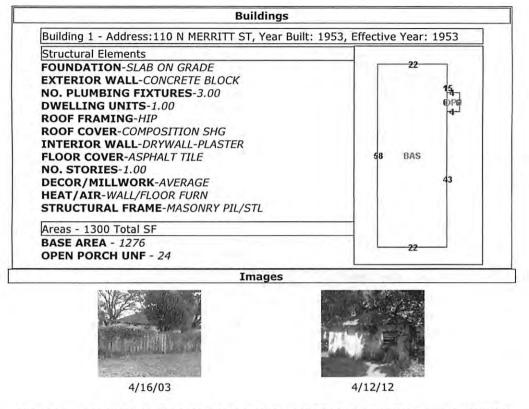
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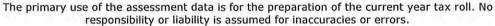


The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

General Informa	ation			2012 Certi	fied Roll Asses	sment
Reference:	502\$3050	091011008		Improven	nents:	\$11,276
Account:	08145400	00		Land:		\$5,700
Owners:		A COUNTY		13		20.000
Mail:		FOX PL STE 420 LA, FL 32502		Total:		\$16,976
Situs:		RRITT ST 32507		Save Our H	Homes:	\$C
Use Code:		AMILY RESID			Disclaimer	
Taxing Authority:	COUNTY			Amond	ment 1 Calc	ulations
Tax Inquiry:	Open Tax	Inquiry Window		Amenu	ment I Calc	ulations
Tax Inquiry link Escambia Count	courtesy of 1	Janet Holley,				_
Sales Data				2012 Certi	fied Roll Exem	ptions
Sale Date Bool	k Page Valu		Records	COUNTY O		
		. (New V	Window)	Legal Desc	ription	
10/2005 5765 01/1973 709		217 State 1	<u>/ Instr</u> / Instr	1	8 1ST ADDN T	-0
01/1969 428			/ Instr	DURCHSLA	AGS S/D PB 2	P 18
김 의견은 김 사람이 있는 것 같아요.		tesy of Ernie Lee		OR 5765 P 919 SEC 50/51 T 2S R 30		
Escambia Count	y Clerk of the	e Court			A	
				Extra Feat	ures	
	×			None		
Parcel Information	Restore	Мар	Get Ma	p Image	Launch Inter	ractive Ma
Section Map	_	10				
ld:	() U U	10			3	
CA216	. O.				0	
					10	
Approx.			124.2	22	10	11
Acreage:			124.2	22	10	11
Acreage:			124.2	22	10	11
Acreage: 0.1400			124.2	.2	10	11
Acreage: 0.1400 Zoned:		46		2	106	11
Acreage: 0.1400 Zoned:		46.3	124.2 120	22	50.06 10	11
Acreage: 0.1400 Zoned:		46.3		2	50.06	
Acreage: 0.1400 Zoned:		46.3		22		
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Acreage: 0.1400 Zoned:	ł	T	120			11
Acreage: 0.1400 Coned:	T	T			50.06 50.06 10	
Acreage: 0.1400 Zoned:	t	46.3 50.54	120			11
Acreage: 0.1400 Zoned:		T	120		50.06	11
Acreage: 0.1400 Zoned:		50.54	120		50.06	11
Acreage: 0.1400 Coned:		50.54	120		50.06	<u>11</u> <u>11</u>
Acreage: 0.1400 Coned:		50.54	120	1		11
Acreage: 0.1400 Zoned:		50.54	120	1	50.06	<u>11</u> <u>11</u>
Approx. Acreage: 0.1400 Zoned: R-2		T	120		50.06	<u>11</u> <u>11</u>

Page 2 of 2





Page 1 of 2

General Infor	nation	2012 Certified Roll Assessment
Reference:	0005009020010041	Improvements: \$0
Account:	133134000	Land: \$1,710
Owners:	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY FLORIDA	Total: \$1,710
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Save Our Homes: \$0
Situs:	307 E BLOUNT ST 32503	Disclaimer
Use Code:	VACANT RESIDENTIAL	
Taxing PENSACOLA CITY LIMITS		Amendment 1 Calculations
Tax Inquiry li	<u>Open Tax Inquiry Window</u> nk courtesy of Janet Holley, Inty Tax Collector	
Sales Data		2012 Certified Roll Exemptions
	Pook Page Value Type Official Records	COUNTY OWNED
	Book Page Value Type (New Window)	
06/08/2010 6		Legal Description E 20 FT OF LT 10 AND OF N1/2
	ds Inquiry courtesy of Ernie Lee Magaha, inty Clerk of the Court	OF LT 9 AND W 6 FT OF LT 11 BLK 41 EAST KING TRACT
		Extra Features
		None
Section Map (d: CA065	115 10	
Approx. Acreage:		
0.0400	26	27 33
Zoned: R-NC	105 5 20	105
0.0400 Zoned:	105 45	21
0.0400 Zoned:	105 4 20 125	105 150

Buildings
Images
None

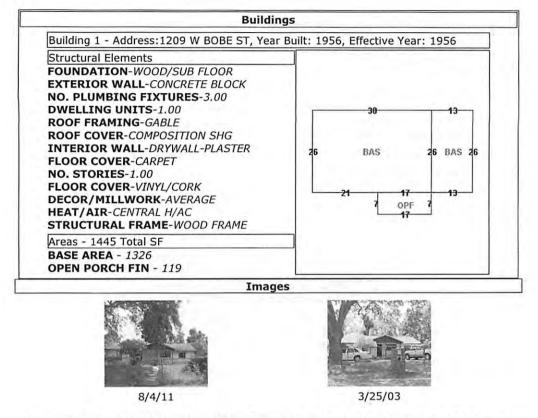
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

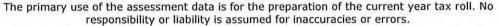
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Page 1 of 2

General Infor	mation	2012 Certified Roll Assessment
Reference:	1725301600381038	Improvements: \$34,672
Account:	062179000	Land: \$10,331
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	
Mail:	221 PALAFOX PL STE 420	Total: \$45,003
Han.	PENSACOLA, FL 32502	Save Our Homes: \$0
Situs:	1209 W BOBE ST 32501	Disclaimer
Use Code:	SINGLE FAMILY RESID	
Taxing Authority:	COUNTY MSTU	Amendment 1 Calculations
Tax Inquiry:	Open Tax Inquiry Window	
	nk courtesy of Janet Holley, Inty Tax Collector	
Sales Data		2012 Certified Roll Exemptions
Sale Date	Book Page Value Type Official Record	S COUNTY OWNED
	(New Window)	Legal Description
01/05/2012	5805 270 \$100 TD <u>View Instr</u> \$830 889 \$100 WD <u>View Instr</u>	E1/2 OF LT 38 KANEN PLACE NO 1
and the second	464 124 \$100 WD <u>View Instr</u>	AND 2 PB 1/2 P 96/9 OR 6805 P
	ds Inquiry courtesy of Ernie Lee Magaha,	270
	unty Clerk of the Court	Extra Features
		FRAME SHED
7-25-30-2 Approx. Acreage: 0.2500 Coned: <u>-4</u>	72.5 72	.5 145 0 <u>9</u>

Page 2 of 2





General Infor	mation		2012 Certified Roll Ass	essment
Reference:	0005009060024093		Improvements:	\$0
Account:	150980100		Land:	\$1,979
Owners:	ESCAMBIA COUNTY BO	DARD OF		
	COUNTY COMMISSION		Total:	\$1,979
Mail:	221 PALAFOX PL STE 4 PENSACOLA, FL 32502		Save Our Homes:	\$C
Situs:	1608 W DESOTO ST 3	2501	Disclaime	r
Use Code:	COUNTY OWNED			
Taxing Authority:	PENSACOLA CITY LIMI	TS	Amendment 1 Ca	alculations
Tax Inquiry:	Open Tax Inquiry Wind	dow		
	nk courtesy of Janet Holley unty Tax Collector	1,		
Sales Data			2012 Certified Roll Exe	emptions
		Official	COUNTY OWNED	
Sale Date E	Book Page Value Type	Records		10
	and the second	New Window)	Legal Description	-
02/15/2009 6		View Instr	LT 24 LESS E 3 FT BLK	
	3428 323 \$5,000 WD	View Instr	WEST KING TRACT OR	
	3393 478 \$4,000 CT	View Instr	1295 FLORIDA STATU 197.502 (8)	
10/1000 7	2931 555 \$5,000 WD	View Instr	157.502 (0)	
I STORE SAL D	07/1989 2725 492 \$8,500 CT <u>View Instr</u>			
07/1989	2725 492 \$8,500 CT	View Instr	Extra Features	
07/1989 2 Official Recor- Escambia Cou Parcel Information Section Map		View Instr e Lee Magaha,	None	teractive Ma
07/1989 2 Official Recor- Escambia Cou Parcel Information Section Map Id: CA115 Approx. Acreage: D.0800 Zoned:	2725 492 \$8,500 CT ds Inquiry courtesy of Erni unty Clerk of the Court Restore Map 125 40 50 50 50 50 50 50 50 50 50 50 50 50 50	View Instr e Lee Magaha,	None	
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07/1989 2 Official Recor- Escambia Cou Parcel Information Section Map Id: CA115 Approx. Acreage: D.0800 Zoned:	2725 492 \$8,500 CT ds Inquiry courtesy of Erni unty Clerk of the Court Restore Map 125 40 50 50 50 50 50 50 50 50 50 50 50 50 50	View Instr e Lee Magaha, <u>Get Ma</u>	None	

Buildings	
Images	

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

10.6.

Budget & Finance Consent

AI-3183	County Administrator's Report
BCC Regular M	eeting Budget & Finance G
Meeting Date:	09/17/2012
Issue:	Surplus and Sale of Real Property
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located in the 3600 Block of Mobile Highway that has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located in the 3600 Block of Mobile Highway that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 06-3868-500, Reference Number 33-2S-30-3100-001-001;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,440, in accordance with Section 46.134 of the Escambia County, Florida. Code of Ordinances: and

C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property escheated to the County on December 12, 2011. The Property Appraiser's 2012 Certified Roll Assessment value is \$3,440. The County does not need this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

NA

Attachments

3600 Mobile Hwy blk backup

Reference:	rmation	2012 Certified Roll Asse	ssment
in all all all all all all all all all al	332S303100001001	Improvements:	\$855
Account:	063868500	Land:	\$2,585
Owners:	ESCAMBIA COUNTY	1 A 2	
	BOARD OF COUNTY COMMISSIONERS	Total:	\$3,440
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Save Our Homes:	\$0
Situs:	3600 MOBILE HWY BLK 32505	Disclaimer	
Use Code:	OPEN STORAGE		
Taxing Authority:	COUNTY MSTU	Amendment 1 Cal	<u>culations</u>
Tax Inquiry	 <u>Open Tax Inquiry Window</u> link courtesy of Janet Holley, ounty Tax Collector 		
Sales Data		2012 Certified Roll Exer	nptions
	Book Page Value Type Official Records	COUNTY OWNED	
	(New Window)	Legal Description	
01/1968	6795 1772 \$100 TD View Instr 389 613 \$100 WD View Instr	BEG AT INTER OF S LI C)F
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		6' WOOD FENCE	
CA146			
20146 Approx. Acreage: 0.0400 Coned: 2-1	907 88~ 73.1 23	115- 17.5	

Buildings	
Images	

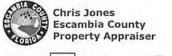
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

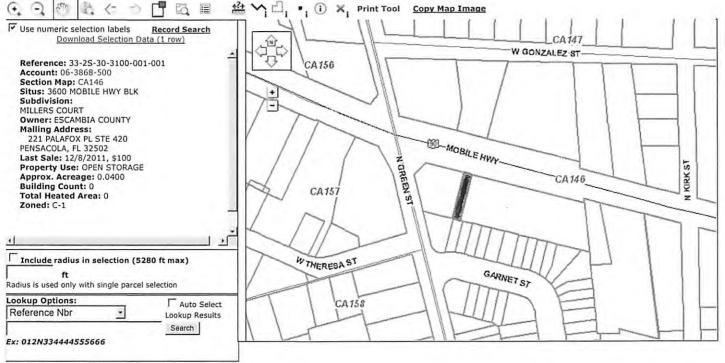
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PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



Recorded in Public Records 12/12/2011 at 09:20 AM OR Book 6795 Page 1772, Instrument #2011087845, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

DEED ESCHEATED

STATE OF FLORIDA COUNTY OF ESCAMBIA This instrument was prepared by: Eraie Lee Magata, Clerk of the Circuit Court Escambia County Courthouse Peasacola, Florida

WHEREAS, Tax Certification No. 04554 was issued on June 1, 2002, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Count of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of December, 2008, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Beard of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

(see attached)

SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST REFERENCE NUMBER 3325303100001001 TAX ACCOUNT NUMBER 063868500

** Property previously assessed to: NECIE M OLSEN JULIAN O OLSEN JR

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 8th day of December, 2011.

State of Florida County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 8th day of December, 2011.

aha, Clerk of the Circuit Court Africa, Deputy Clerk

ERNIE LEE MAGAHA,

Escambia County, Florida

(OFFICIAL SEAL)

LEGAL DESCRIPTION

BEG AT INTER OF S LI OF STATE RD NO I AND E LI OF SEC 34 SELY ALG HWY 145 99/100 FT FOR POB CONT SAME COURSE TO E LI OF W 1/2 OF LT 3 S ALG E LI OF W 1/2 OF LT 3 TO ELY EXTEN OF N LI OF STRONG ST W ALG EXTEN TO E R/W LI OF GREEN ST N ALG E LI OF GREEN ST TO A PT 120 FT S OF S R/W LI OF STATE RD NO 10 RT PARL TO S R/W LI OF STATE RD NO 10 66 76/100 FT 90 DEG LEFT 105 83/100 FT TO POB BLK I MILLERS COURT UNRECORDED PLAT OR 389 P 613 LESS EMERALD ARMS S/D PB 7 P 58 LESS OR 2320 P 179 GATEWAY CHURCH OF CHRIST LESS OR 2642 P 356 ST RD 10-A R/W CA 146 AND BEG PRM AT INTER OF SLY R/W LI OF MOBILE HWY (STATE RD 10 66 FT R/W) AND W LI OF SEC 33 E ALG SD R/W LI 22 68/100 FT FOR POB CONT ALG S R/W LI 123 3/100 FT TO NE COR LT 3 SLY DEFLECTING RT 90 DEG 0 MIN ALG E LI OF LT 3 105 83/100 FT WLY DEFLECTING RT 90 DEG 0 MIN ALG LI PARL TO S R/W LI 66 76/100 FT TO PT 20 FT OFF W SEC LI MEASURED AT RT ANG AND WHICH PT IS ELY R/W LI OF GREEN ST NLY DEFLECTING RT ANG 61 DEG 53 MIN ALG E R/W LI 120 FT TO POB ALL FRAC LT I N 105 83/100 FT OF FRAC LT 2 & OF LT 3 BLK 1 MILLERS COURT UNRECORDED PLAT OF SEC LESS OR 3143 P 898 PATEL OR 389 P 613 LESS OR 2642 P 356 ST RD 10A R/W CA 146

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3097	County Administrator's Report 10. 7.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Residential Rehab Grant Funding and Lien Agreements for 223 Payne Road
From:	Keith Wilkins, REP, Department Director
Organization:	Community & Environment
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 223 Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following September 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 223 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Charles G. and Lois D. Nickels, the owners of residential property located at 223 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$982, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for sanitary sewer connection; and

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

BACKGROUND:

On September 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Charles G. and Lois D. Nickels. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Nickels Rehab Grant

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>17th</u> day of <u>September</u> <u>2012</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Charles G. and Lois D. Nickels</u>, (the "Recipients"), owners of property located at <u>223 Payne Road</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

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

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

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipients.

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

1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipients a Program Grant in the maximum amount of <u>\$982</u>, which, together with any matching funds provided by the Recipients, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. <u>In-Kind Match</u>: The Recipients shall provide matching funds in the total amount of <u>\$982</u>, which shall be comprised of a cash contribution of <u>\$982</u>.

4. <u>Project:</u> The Project funded by the Grant is defined in **EXHIBIT I.** The Recipients shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipients receive written notification from the CRA that the Project may proceed.

5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>17th</u> day of <u>September 2012</u>, and the Project shall be complete on or before the <u>17th</u> day of <u>December</u> <u>2012</u> (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipients shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. <u>Applicable Laws:</u> The Recipients must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

11. <u>Property Owner as Independent Contractor</u>: The parties agree that the Recipients are independent contractors and are not employees or agents of the CRA.

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

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipients for preapproved eligible Project costs that are incurred during the course of the Project. The Recipients accept sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipients authorizing delivery of the goods, services, or equipment. The Recipients shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipients. The CRA shall not be obligated to disburse Grant funds until the Recipients submit vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipients shall provide the CRA with the names and signatures of all persons designated by Recipients to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipients. 14. <u>Maintenance of Records:</u> The Recipients shall maintain written records and accounts documenting all expenditures related to the Project. The Recipients shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipients acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipients fail to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipients shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

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

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

17.	Notice: Any notices to the County shall be mailed to:			
	County:	<u>Recipients:</u>		
	Clara Long, Urban Planner II, CRA	Charles and Lois Nickels		
	Community & Environment Department	223 Payne Road		
	221 Palafox Place	Pensacola, FL 32507		
	Pensacola, Florida 32502	·		

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

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

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

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

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

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

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

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

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

This document approved as to form and legal sufficiency.	For: Board of County Commissioners of Escambia County
By: Motilitit	By:
Title: A(k)	Wilson B. Robertson, Chairman
ATTEST: Emie Lee Magaha	
Clerk of the Circuit Court	Date Executed:
Ву:	BCC Approved:
Deputy Clerk	
(SEAL)	
	For Recipients:
	Charles Nichels
	Charles G. Nickels, Property Owner
	Las D. Anchelos
	Lois D. Nickels, Property Owner
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
The foregoing instrument was ackn	nowledged before me this 15th day of
August , 2012 by Charles	s G. Nickels, Property Owner. He () is personally
known to me or (V) has produced File	<u>c N242 34. 0</u> as identification.
The foresting instrument was asknowledge	ged before me this 54 day of
The foregoing instrument was acknowledged, 2012 by Lois D. I	<u>Nickels</u> , Property Owner. She () is personally
Known to me or (V) has produced FLU	$\sim N242$ 39. 0 as identification.
	1 P
	Clara tong
CLAPAE LONG	Signature of Notary Public
(Notary Soul) # COMMISSION # DD985028	Clara F. Cone
EXPIRES: June 04, 2014	Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owners:Charles G. and Lois D. NickelsProperty Address:223 Payne Road, Pensacola, FL 32507

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

Sanitary sewer connection.

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

Lien Agreement

Applicant Names Charles G. and Lois D. Nickels Address of Property <u>223 Payne Road</u> <u>Pensacola, FL_32507</u> Property Reference No. 50-2S-30-6090-407-019

Total Amount of Lien

\$982

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

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

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

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

For Recipients: Nickels, P Lois D. Nickels, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of aust /, 2012 by Charles G. Nickels, Property Owner. He () is personally known to me or (V) has produced FLLic N242...34...0 as identification. 15th The foregoing instrument was acknowledged before me this day of 1915 _____, 2012 by Lois D. Nickels, Property Owner. She (__) is personally known to me or (V) has produced FLLic N242...34... 0 as identification. Signature of Notary Public CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 (Notary Fl. Notary Discount Assoc. Co Printed Name of Notary Public Board of County Commissioners of For: **Escambia County** By: Wilson B. Robertson, Chairman Date Executed: ATTEST: ERNIE LEE MAGAHA Clerk of the Circuit Court BCC Approved: By: Deputy Clerk This instrument prepared by: Clara Long, Urban Planner II

Clara Long, Urban Planner II Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502

This d	locument approved as to form
and le	gal sufficiency. Hug
By:	durin Aver
Title:	ACH
Date:	-8/10/12
	V /

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3199	County Administrator's Report 10. 8.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	09/17/2012	
Issue:	Ratification of Emergency Purchase Orders to Olsen Associates, Inc. for Emergency Engineering Services Associated with Hurricane Isaac	
From:	Keith Wilkins, REP, Department Director	
Organization:	Community & Environment	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning Ratification of Emergency Purchase Orders to Olsen Associates, Inc., for Emergency Engineering Services Associated with Hurricane Isaac - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for information and ratify the issuance of two Emergency Purchase Orders to Olsen Associates, Inc., to provide services for Pensacola Beach and Perdido Key beaches to document post-Hurricane Isaac beach impacts. The Emergency Purchase Orders, Purchase Order 21552, in the amount of \$29,500, and Purchase Order 21555, in the amount of \$22,370, were approved by the County Administrator. Funds were available from Fund 001, General Fund, in Cost Center 221001, Water Quality & Land Management, Object Code 53101.

BACKGROUND:

Hurricane Issac made landfall along the Louisiana coast on August 29, 2012. Significant wave heights between eighteen and twenty feet were observed in the Gulf of Mexico and Escambia County beaches received a storm surge approaching six feet above normal tides. These purchase orders support the collection of post-Hurricane Issac beach profile surveys along established monitoring transects (last surveyed in May 2012), engineering damage analysis, and support to develop FEMA Project Worksheets to restore Pensacola Beach and Perdido Key beaches to their pre-Issac level of protection in the event of a Federal Disaster Declaration.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 221001, Water Quality & Land Management, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

That Board of County Commissioners' policy requires its approval of all purchase orders exceeding \$50,000.

IMPLEMENTATION/COORDINATION:

This project will be managed by Community & Environment Department/Water Quality & Land Management Division.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3098	County Administrator's Report 10. 9.	
BCC Regular M	leeting Budget & Finance Consent	
Meeting Date:	09/17/2012	
Issue:	Residential Rehab Grant Funding and Lien Agreements for 228 Payne Road	
From:	Keith Wilkins, REP, Department Director	
Organization:	Community & Environment	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 228 Payne Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following September 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 228 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and John G. and Mary N. McKeon, the owners of residential property located at 228 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

On September 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and John G. and Mary N. McKeon. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Rehab Grant McKeon

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>17th</u> day of <u>September</u> <u>2012</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>John G. and Mary N. McKeon</u>, (the "Recipients"), owners of property located at <u>228 Payne Road</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

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

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

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipients.

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

1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipients a Program Grant in the maximum amount of <u>\$1,700</u>, which, together with any matching funds provided by the Recipients, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. <u>In-Kind Match</u>: The Recipients shall provide matching funds in the total amount of **\$1,700**, which shall be comprised of a cash contribution of **\$1,700**.

4. <u>Project:</u> The Project funded by the Grant is defined in **EXHIBIT I.** The Recipients shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipients receive written notification from the CRA that the Project may proceed.

5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>17th</u> day of <u>September 2012</u>, and the Project shall be complete on or before the <u>17th</u> day of <u>December</u> <u>2012</u> (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipients shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. <u>Applicable Laws:</u> The Recipients must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

11. <u>Property Owner as Independent Contractor</u>: The parties agree that the Recipients are independent contractors and are not employees or agents of the CRA.

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

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipients for preapproved eligible Project costs that are incurred during the course of the Project. The Recipients accept sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipients authorizing delivery of the goods, services, or equipment. The Recipients shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipients. The CRA shall not be obligated to disburse Grant funds until the Recipients submit vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipients shall provide the CRA with the names and signatures of all persons designated by Recipients to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipients. 14. <u>Maintenance of Records</u>: The Recipients shall maintain written records and accounts documenting all expenditures related to the Project. The Recipients shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipients acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipients fail to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipients shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

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

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

17.	Notice: Any notices to the County shall be mailed to:		
	County:	<u>Recipients:</u>	
	Clara Long, Urban Planner II, CRA	John and Mary McKeon	
	Community & Environment Department	228 Payne Road	
	221 Palafox Place	Pensacola, FL 32507	
	Pensacola, Florida 32502		

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

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

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

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

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

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

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

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

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

This document approved as to form and legal sofficiency. By: Title:	For: By:	Board of County Commissioners of Escambia County
Date: 8/10/12		Wilson B. Robertson, Chairman
ATTEST: Ernie Lee Magaha Clerk of the Circuit Court		Date Executed:
Ву:	4	BCC Approved:
Deputy Clerk		
(SEAL)		

For Recipients: In 15 M

John G. McKeon, Property Owner

Mary N. McKeon, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

CAROLYN M. BARBOUR MY COMMISSION # EE 200757	Carp Barbour
EXPIRES: May 21, 2016 Bonded Thru Notary Public Underwriters	Signature of Notary Public
lotary Seal)	Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owners:John G. and Mary N. McKeonProperty Address:228 Payne Road, Pensacola, FL 32507

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

Sanitary sewer connection.

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

Lien Agreement

Applicant Names John G. and Mary N. McKeon Address of Property <u>228 Payne Road</u> <u>Pensacola, FL_32507</u> Property Reference No. 50-2S-30-6090-380-018

Total Amount of Lien

<u>\$1,700</u>

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

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

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

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

For Recipients

John G. McKeon, Property Owner

Mary N. McKeon, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10^{4h} day of August, 2012 by John G. McKeon, Property Owner. He (__) is personally known to me or (__) has produced FL DL# mass...332-0 as identification.

The foregoing instrument was acknowledged before me this <u>164</u> day of <u>August</u>, 2012 by <u>Mary N. McKeon</u>, Property Owner. She (__) is personally known to me or (____) has produced FLOUM mass....705-0 as identification.



(Notary Seal)

Signature of Notary Public Carolyn M. Barbour

Printed Name of Notary Public

For: Board of County Commissioners of Escambia County

By:

7

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA Clerk of the Circuit Court

By: _____ Deputy Clerk Date Executed:

BCC Approved: _____

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

This d	cument approved as to form	n
and le	al suffigiency.	
By:	FUSHIFTON	Ċ.
Title:	HEIZ,	
Date:	8/10/12	
	1 /	



Sanitary Sewer Connection 228 Payne Rd - McKenn



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3166	County Administrator's Report 10. 10.		
BCC Regular M	leeting Budget & Finance Consent		
Meeting Date:	09/17/2012		
Issue:	Award of Emergency Solutions Grant Second Allocation (ESG II)		
From:	Keith Wilkins, REP, Department Director		
Organization:	Community & Environment		
CAO Approval:			

RECOMMENDATION:

<u>Recommendation Concerning Award of Emergency Solutions Grant Second Allocation (ESG II) -</u> <u>Keith Wilkins, REP, Community & Environment Department Director</u>

That the Board take the following action concerning the award of the Emergency Solutions Grant Second Allocation (ESG II) Grant #E11-UC-12-0022 by the U.S. Department of Housing and Urban Development (HUD):

A. Acknowledge, for the official record, HUD approval of the Emergency Solutions Grant Second Allocation (ESG II) Grant #E11-UC-12-0022, in the total amount of \$51,524;

B. Approve an Agreement with The EscaRosa Coalition on the Homeless, Inc. (ECOH), providing Emergency Solutions Grant Second Allocation (ESG II) support, in the amount of \$48,948, for administering and coordinating expansion and continuing integration of the Homeless Management Information System (HMIS); and

C. Authorize the Chairman or Vice Chairman to execute the Agreement and the County Administrator and/or Chairman or Vice Chairman, as appropriate, to execute all related forms and any other documents as may be required to fully implement the Grant and the HMIS Project.

[Funding: Fund 110, Emergency Shelter Grant and Emergency Solutions Grant (ESG & ESG II)-Cost Center: 220561]

BACKGROUND:

The 2011 Escambia Consortium Annual Action Plan, including the initial Emergency Shelter Grant allocation, was approved by the Board on August 4, 2011 (see Exhibit I for Board action resume). The 2011 Annual Plan was subsequently revised in May 2012 to incorporate \$51,524 in Emergency Solutions Grant Second Allocation (ESG II) funding. The revision was subsequently approved by HUD resulting in the award of the ESG II allocation (see Exhibit II for ESG II Grant Award). HUD requires close coordination with ECOH, the HUD designated Homeless Continuum of Care (CoC) lead agency for Escambia and Santa Rosa counties. Of the total \$51,524 grant, \$45,370.00 will be expended for continued expansion/integration of the Homeless Management Information System (HMIS) in the local community, \$3,578 is allocated for ECOH administrative costs, and \$2,576 will support County indirect costs. Exhibit III contains the Agreement with ECOH that serves as the implementation vehicle for the ESG II Grant.

BUDGETARY IMPACT:

Concurrent with this recommendation, the \$51,524.00 ESG II Grant is being budgeted in Fund 110/Other Grants through a supplemental budget amendment. No County general fund revenue is required for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The ESG Grant Agreement and the ECOH Agreement have been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Agreement with ECOH must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI). Implementation timelines included in the Agreement will be monitored by NEFI in conjunction with HUD staff. NEFI will work with ECOH to properly complete the HMIS project. ECOH is aware of the approval schedule for this recommendation.

Attachments

<u>Exhibit I</u> Exhibit II Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-14. <u>Approval of Various Consent Agenda Items</u> Continued
 - 8. See Page 39.
 - 9. See Page 40.
 - 10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;
 - B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

ENU



U. S. Department c. Aousing and Urban Development Jacksonville Field Office Charles Bennett Federal Building 400 West Bay Street Suite 1015 Jacksonville, Florida 32202-4410

July 20, 2012

Mr. Charles R. Oliver County Administrator Escambia County 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Subject:

Approval of Fiscal Year (FY) 2011 Annual Action Plan Substantial Amendment 2nd ESG Allocation Escambia County, Florida

Dear Mr. Oliver:

I am pleased to approve your substantial amendment to the Fiscal Year (FY) 2011 Annual Action Plan. Enclosed is a grant agreement amendment for your second allocation of FY2011 Emergency Solutions Grant (ESG) funds in the amount of **\$ 51,524**. These funds are subject to the requirements in 24 CFR part 576, as revised by the Emergency Solutions Grants and Consolidated Plan Conforming Amendments Interim Rule, which was published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).

I am sure you appreciate the need for prompt action in using these funds to both prevent homelessness and help persons experiencing homelessness. Within 180 days after the date that HUD signs the grant agreement amendment, you must obligate the entire grant amount, except the amount allowed for administrative costs. This requirement will be met by an agreement with, or a letter of award requiring payment to, a subrecipient; a procurement contract; or a written designation of a department within your government to directly carry out an eligible activity. If you represent an urban county, this requirement may also be met with an agreement with, or letter of award requiring payment to, a member government that has designated a department to directly carry out an eligible activity.

All ESG grant funds must be expended within **24** months after the date HUD signs the grant agreement amendment. Please make every effort to expend all ESG funds by this deadline. HUD may recover any grant amounts that are not expended by this date and reallocate the funds in accordance with 24 CFR part 576, subpart D.

Do not commit any funds for activities to be assisted by ESG, except in accordance with the environmental regulations at 24 CFR part 50. Essential services, housing stabilization and relocation services, tenant-based rental assistance, administrative activities and HMIS activities are categorically excluded and not subject to the federal laws and authorities cited in §50.4.

Enclosed are two signed copies of the Grant Agreement Amendment. Please sign each original copy of the Grant Agreement Amendment. Retain one copy for your records and return the remaining copy to us. Our office will retain one original copy of the Grant Agreement Amendment and send a copy to the HUD Accounting Center to record the obligation.

If you have any questions or need assistance to expend these funds expeditiously to assist homeless persons, please contact Larry Lopez of this office at (904) 208-6008.

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

www.hud.gov espanol.hud.gov

Sincerely,

ausu au

Gary A. Causey, Director Community Planning and Development Division, 4HDM

Enclosures: Grant Agreements

Note on Grant Agreement Revision to Incorporate Part 58 Emergency Solutions Grant Fact Sheet

cc: Randy Wilkerson, Executive Director, Neighborhood Enterprise Foundation, Inc. (w/ enclosures)



Emergency Solutions Grants (ESG) Program

U.S. Department of Housing and Urban Development, Office of Community Planning and Development Office of Special Needs Assistance Programs, 451 7th Street SW, Room 7262 Washington, DC 20410

OBJECTIVES

The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families and individuals from becoming homeless.

GRANT AMOUNTS

- FY 2011 Allocation: \$250 million
 - First Allocation: \$160 million
 - o Second Allocation: \$90 million
 - Minimum allocation for entitlements: \$125,258
- Maximum allocation for entitlements: \$12,357,063

Eligible Recipients (360)

- States: 51 (including Puerto Rico)
- Metropolitan Cities: 202
- Urban Counties: 103
- U.S. Territories: 4

RECIPIENTS

Metropolitan cities, urban counties and territories may provide ESG funds to projects operated by units of general purpose local government or private nonprofit organizations.

State recipients must provide all of their ESG funds (except for up to 7.5% for administrative costs) to units of general purpose local government or private nonprofit organization subrecipients. ESG funds are paid to recipients, who reimburse subrecipients for eligible project costs.

All recipients must consult with local Continuums of Care within the jurisdiction in determining how to allocate ESG funds.

CITATIONS

Statute: Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, as amended (U.S. Code: 42 <u>USC</u> 11371 *et seq.*) **Regulations:** <u>Code of Federal Regulations</u> at 24 *CFR* Part 576.

ELIGIBLE PROGRAM COMPONENTS

1. Street Outreach

Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Eligible costs include engagement, case management, emergency health and mental health services, and transportation.

2. Emergency

Shelter

<u>Major Rehabilitation, Conversion, or Renovation</u> of a building to serve as a homeless shelter. Site must serve homeless persons for at least 3 or 10 years, depending on the cost. Note: Property acquisition and new construction are ineligible ESG activities.

Essential Services such as case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.

<u>Shelter Operations</u>, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, relocation, and furnishings.

3. Prevention

<u>Housing relocation and stabilization services and short-</u> <u>and/or medium-term rental assistance</u> as necessary to prevent the individual or family from becoming homeless if:

- Annual income of the individual or family is below 30 percent of median family income
- Assistance is necessary to help program participants regain stability in their current permanent housing or move into other permanent housing and achieve stability in that housing.

Eligible costs include utilities, rental application fees, security deposits, last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, and credit repair.

ATTACHMENT: ESG FACT Shaft

4. Rapid Re-Housing

Housing relocation and stabilization services and shortand/or medium-term rental assistance as necessary to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing. Eligible costs also include utilities, rental application fees, security deposits, last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, landlordtenant mediation, tenant legal services, and credit repair.

5. Data Collection (HMIS)

Grant funds may be used for the costs of participating in an existing HMIS of the Continuum of Care where the project is located.

6. Administration

Up to 7.5 percent of a recipient's allocation can be used for general management, oversight, coordination, and reporting on the program. State recipients must share administrative funds with their subrecipients who are local governments and may share their subrecipients who are nonprofit organizations.

ALLOCATION FORMULA

HUD will set aside for allocation to the territories up to 0.2 percent, but not less than 0.1 percent, of the total amount of each appropriation in any fiscal year. The remainder will be allocated to States, metropolitan cities, and urban counties. The percentage allocated to States, metropolitan cities, and urban counties will be equal to the percentage of the total amount available under the Community Development Block Grant for the prior fiscal year. If an allocation to a metropolitan city or urban county would be less than 0.05 percent of the total fiscal year appropriation for ESG, the amount is added to the allocation of the State in which the city or county is located.

MATCH

Metropolitan city and urban connty recipients must match grant funds with an equal amount of funds from cash or the following in-kind sources: new staff or volunteer time, the donation of materials and buildings, or the value of any lease on a building.

States are exempt from matching the first \$100,000 of their awards, but must provide the benefits of that exemption to their recipient local governments and nonprofit organizations that are least capable of providing the State with matching amounts.

Territories are exempt from the match requirement.

OBLIGATION & EXPENDITURE DATES

Metropolitan cities, urban counties and territories must obligate all funds, except for the amount for administrative costs, within 180 days after HUD signs the grant agreement and spend the ESG grant funds within 24 months of grant agreement.

States must obligate all funds, except the amount for administrative costs, to subrecipients within 60 days of the date that HUD signs the grant agreement. Each subrecipient must obligate its grant funds within 120 days after the date the State obligates its funds, and spend the entire grant within 24 months of grant award.

CONSOLIDATED PLAN

Jurisdictions apply for ESG funds through the Consolidated Plan. This planning document contains describes the community's homeless assistance needs, details available resources, and sets 3-5 year strategies and provides an annual plan identifying the ESG projects. Plan preparation must include citizen participation and consultation with organizations that serve the homeless or persons at risk of homelessness.

Each jurisdiction must submit its Consolidated Plan to the local HUD field office no later than 45 days before the start of its consolidated program year in accordance to the regulations at 24 *CFR* Part 91.

REPORTS

Annual performance reports are due 90 days after the close of the recipient's consolidated program year. Recipients request ESG payments using the Integrated Disbursement and Information System (IDIS).

CONTACT INFORMATION

For local information about the ESG program in your jurisdiction, contact the state or local government agency responsible for distributing ESG funds. You may also contact your local HUD Field Office, listed at http://www.hud.gov/offices/cpd/about/local.

For general information and resources about ESG (and HUD's other programs to prevent and end homelessness), go to HUD's Homelessness Resource Exchange at www.hudhre.info.

AGREEMENT FOR EMERGENCY SOLUTIONS GRANT (SECOND ALLOCATION) ADMINISTRATION AND HMIS DEVELOPMENT Emergency Solutions Grant Program

THIS AGREEMENT is made and entered into this <u>17th</u> day of <u>September</u>, 2012, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and THE ESCAROSA COALITION ON THE HOMELESS, INC., a not for profit corporation organized under the laws of the State of Florida (FID #592909065), hereinafter referred to as the "Agency", for the sole purpose of implementing the Homeless Continuum of Care (CoC) coordination and management of Homeless Management Information System components of the Emergency Solutions Grant - Second Allocation (ESG II) as awarded to Escambia County by the U. S. Department of Housing and Urban Development (HUD), hereinafter referred to as the "ESG II HMIS Project".

WITNESSETH

WHEREAS, the County has elected to participate in the Emergency Shelter Grant Program and its successor, the Emergency Solutions Grant Program, to provide emergency assistance for the homeless, homelessness prevention assistance to households who would otherwise become homeless and assistance to rapidly re-house persons who are homeless for the benefit of the citizens of Escambia County, Florida; and,

WHEREAS, the Agency has exhibited the managerial and technical ability to effectively assist the County with management and oversight of ESG II in the local community; and,

WHEREAS, the County hereby elects to engage the services of the Agency to manage and implement Homeless Continuum of Care coordination; HMIS development, expansion and integration; and HMIS reporting requirements ESG II in accordance with governing HUD regulations and requirements stipulated herein, and to enter into an Agreement with the Agency for this purpose; and,

WHEREAS, it is in the best interest of the County to enter an agreement with the Agency for the specific purpose of providing for the implementation of said ESG II HMIS Project within Escambia County, including the City of Pensacola and the Town of Century.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Agency agrees to perform the required services under the general coordination of Neighborhood Enterprise Foundation, Inc., ("NEFI"), an operating branch of the Escambia County Community & Environment Bureau, as designated agent for County.

1.1 Initial contract manager responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director Neighborhood Enterprise Foundation, Inc. P. O. Box 18178 Pensacola, Florida 32523 Phone: (850) 458-0466 FAX: (850) 458-0464 E-Mail: <u>Randy_Wilkerson@co.escambia.fl.us</u>

1.2 Contract Coordinator for Joh Agency: The

John Johnson, Executive Director The EscaRosa Coalition on the Homeless, Inc. 2601 W. Strong Street Pensacola, Florida 32505 Phone: (850) 439-3009 Fax: (850) 436-4656 E-Mail: john.johnsonl@ECOH.org

ARTICLE II

Scope of Services

2. The Agency agrees to implement the ESG II HMIS Project in accordance with the provisions of **EXHIBIT** I, attached and incorporated in this Agreement.

2.1 The Agency agrees to implement the ESG II HMIS Project to provide CoC interagency coordination; HMIS development, expansion and integration; and ESG or ESG II required data collection and reporting; as well as linkages between community resources and the persons or families at risk of or experiencing homelessness and who are Very Low Income and meet other eligibility stipulations cited in **EXHIBIT I** and defined in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the "HEARTH Act"), as may be amended, incorporated herein by reference and acknowledged by Agency as provided in **EXHIBIT V** of this Agreement.

ARTICLE III Funding

3. The County agrees to pay to the Agency an amount not to exceed **\$48,948.00**, payable solely from available ESG II funds, subject to possible reduction under Article VI hereof.

3.2 The County shall make periodic disbursements from the sum authorized in paragraph 3. above over the period of this contract to the Agency, or on behalf of the Agency, for ESG II activities and services authorized under the terms and conditions set forth in **EXHIBIT** I of this Agreement, subject to submission of all documentation required by NEFI or County with respect to: supporting the County in administering and monitoring ESG II activities involving Homeless Continuum of Care agencies; management, coordination, development and integration of the Homeless Management Information System (HMIS) and other data systems integral to the HPRP mission; data collection and assembly of reports, including required ESG II data elements, within the HMIS framework; and interaction with County and HUD representatives with respect to HMIS issues. In compliance with Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (the "HEARTH Act") and the HUD HMIS Data and Technical Standards as currently in effect subject to pending regulatory revisions published by HUD on December 9, 2011 and revisions or amendments thereto, as well as, any other relevant documentation requested by the NEFI or the County.

3.3 The County agrees to receive, account for and disburse ESG II Program funds from budgets and accounts, as legally established by the County, for the mutual benefit of the Agency and the CoC agencies to the extent that such benefits conform to the requirements of the HEARTH Act.

3.4 The method of payment shall be according to the Payments and Procedures, as described in **EXHIBIT I** of this Agreement.

ARTICLE IV Reporting

4. The Agency shall provide copies of the Monthly ESG II Project Report to the County (via NEFI), including a narrative summary of progress and a financial statement as described in **EXHIBIT III** of this Agreement..

4.1 The Agency shall use the form of Monthly Project Report described in **EXHIBIT III** of this Agreement or shall provide an alternate Monthly Project Report format for approval by the County/NEFI.

4.2 The report shall be due monthly, and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The report is due on the 10th day of following the end of each month, unless an alternative schedule is agreed upon by the parties. The Monthly Report shall include all Project activities undertaken during the previous month.

4.4 The Agency shall provide the County with additional information as may be required by state or federal agencies to substantiate all Project activities, service or activity eligibility and/or expenditure eligibility.

ARTICLE V

Indemnification and Insurance Requirements

5.1 The Agency shall act as an independent contractor, and not as an employee of the County; its designated Agent, NEFI, in providing the aforementioned service. The Agency shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc. (NEFI), and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.2 The Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. The Agency shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of \$1,000,000 per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractural liability covering the contract, independent contractors, premises/ operations, products and completed operations, and fire legal liability. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County, and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with Five Hundred Thousand Dollars (\$500,000), minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the contractor.

c. The Agency shall procure and maintain a workers' compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. The other party shall also purchase any other coverage's required by law for the benefit of the employees.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Agency shall have certificates of insurance forwarded to:

Escambia County Office of Risk Management P.O. Box 1591 Pensacola, Florida 32597

The certificates shall show the County and NEFI as additional insureds and the certificate holder shall provide that Escambia County, and NEFI shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, and/or NEFI the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, as determined by the County, which shows policies with Insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and NEFI and shall file with the County, and NEFI Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, and NEFI, the Agency shall, upon instructions of the County and NEFI, cease all operations under the Agreement until directed by the County, and NEFI, in writing, to resume operations.

5.3 The Agency required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary as related to all provisions of the Agreement.

5.4 The Agency agrees to pay on behalf of NEFI, and/or County, as well as provide a legal defense for NEFI and/or County, which will be done only if and when requested by NEFI and/or County, for all claims as described in Article V of this Agreement. Such payment on the behalf of NEFI and/or County shall be in addition to any and all other legal remedies available to NEFI and/or County and shall not be considered to be NEFI and/or County's exclusive remedy.

5.5 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Agency agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this Agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the <u>17th</u> day of <u>September</u>, **2012, and shall terminate on** <u>April 30, 2014</u>, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. This agreement shall not be extended beyond the termination date.

6.1 Provided, that if the contract managers agree that Agency has failed to satisfactorily perform its duties as set forth herein, or in the event that ESG II funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 Due to the time limitation for obligation of ESG II funds, the Agency shall be subject to a performance review by the County/NEFI, at six (6) and twelve (12) month intervals based upon the effective date of this Agreement. The six (6) month review will be advisory and may be accomplished by a meeting between the Agency and NEFI, as further detailed in Section 6.3 below. The twelve (12) month review shall consist of a formal monitoring of the Agency's compliance with ESG II requirements and its performance under the terms of this Agreement, as further detailed in Section 6.4 below. A formal eighteen (18) month review shall be performed if the Agency has failed to accomplish the original performance level or

the revised performance level established at the twelve (12) month review. The eighteen (18) month review shall be optional for agencies that are in conformity with their original or revised performance goals. Failure of the Agency to satisfactorily address the written review comments within ten (10) days of the date of issuance by NEFI or the County shall be grounds for the County to suspend payments and provide notice of impending termination to the Agency.

6.3 The six (6) month review will be advisory in nature and designed to assist the Agency in identifying impediments to effective implementation of the Project. Said review shall minimally consist of a scheduled meeting (or meetings) with the Agency and responsible staff regarding the ESG II Project and related accomplishments, impediments, issues or concerns on behalf of the Agency, County or NEFI. A written report will be issued only if problems, recommendations or concerns are identified in the review.

6.4 At the twelve (12) month interval, a formal written performance report shall be provided by the County/NEFI to the Agency. The twelve (12) month review shall examine the Agency's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT** I of this Agreement, as well as compliance with ESG II regulatory requirements in carrying out said activities. The report shall indicate the level of ESG II Program compliance attained by the Agency, any performance or procedural deficiencies, fund obligation/ commitment issues or financial concerns, any program or fiscal irregularities and any ESG II Project related recommendations or requirements. If, at the twelve (12) month interval, the Agency has not provided and obtained reimbursement for successful delivery of ESG II Project activities equal to at least 60% of the aggregate funding provided in Article III Section 3 of this Agreement, the Agency shall provide a written plan for increasing the ESG II expenditure rate to ensure that the expenditure rate will minimally reach 100% by month nineteen (19) based on the effective date of this Agreement. Responsibility for such documentation shall rest with the Agency.

6.5 If required, the eighteen (18) month review shall examine the participation achieved under the program, review concerns of any party, examine any funds obligation issues, and finalizing any outstanding matters related to meeting Project goals and timelines. Subsequent reviews will be conducted at least quarterly until all ESG II Project activities are completed.

ARTICLE VII Accountability

7. The Agency agrees to maintain personnel, financial, individual client and other records and accounts as necessary to properly account for all funds expended in relation to this

Agreement.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the State of Florida, the United States Department of Housing and Urban Development ("HUD"), NEFI or any of their duly authorized representatives; or the Agency shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Agency shall be fully responsible and directly liable for the proper expenditure of all funds provided to the Agency through this Agreement. In the event of misappropriation of ESG II funds or the use of ESG II funds for ineligible expenditures by the Agency, said Agency shall be liable for immediate repayment of improperly expended ESG II funds to the County or HUD, as may be required.

7.3 Any Agency failing to properly manage and account for the expenditure of ESG II funds, resulting in requirement for repayment of such funds to the County or HUD, shall be barred from participation in all projects or programs involving ESG II funds, unless such funds are repaid to County or HUD within fifteen (15) days of written notification of such obligation by the County and/or HUD. Any repayment resulting from fraudulent activities shall result in the permanent debarment of the Agency from participation in all County sponsored housing programs.

ARTICLE VIII Nepotism and Conflicts of Interest

8. The Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this Agreement.

8.1 With respect to the use of ESG II funds to procure services, equipment, supplies or other property, the agency shall comply with 24 CFR 84.42. The Agency shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or 24 CFR Subtitle A (5–1–01 Edition) apparent conflict of interest would be involved.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Agency agrees to abide by the spirit and intent of the Civil Rights Act of 1964 (42 U.S.C. 2000d), as amended, and the Civil Rights Act of 1968, as amended and implementing regulations related thereto, to ensure that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

9.3 In carrying out all aspects of the housing activities for which the Agency has contracted hereunder, the Agency shall at all times abide by and maintain full compliance with the requirements of the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

ARTICLE X Program Income

10. Project related assistance provided through this Agreement shall be in the form of a grant for administrative support and HMIS management, development, data collection, integration and reporting with respect to the ESG II Project. As such, no program income is anticipated as a result of the ESG II activities.

10.1 However, in the event of any unanticipated repayment of ESG II funds in relation to this Agreement or the Project, such funds shall be repaid to *Escambia County* and credited by the County to ESGI Program Income within the budgets and accounts of the County. Any program income will be expended by the County for ESG eligible costs prior to drawing additional ESG funds from HUD.

ARTICLE XI Procurement of Recovered Materials

11. The Agency must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with section 6002, the Agency must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE XII Uniform Requirements

12. The Agency shall comply with applicable provisions of Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; Uniform Administrative Requirements for non-profit agencies stipulated at 24 CFR Part 84; Civil Rights and Anti-Discrimination requirements cited in Article IX and acknowledged in **EXHIBIT V** of this Agreement; all related regulatory requirements and HUD policy directives and guidelines applicable to the ESG II financed activities to be implemented through this Agreement. The Agency has been directly provided electronic copies of the entire text of applicable portions of these laws, regulations, HUD policy directives and guidelines prior to initiating ESG II Project activities. This is evidenced by execution of the certification of receipt contained in **EXHIBIT V** of this Agreement. The Agency agrees to comply with any amendments or revisions to said laws, rules, regulatory provisions, policy guidelines or directives as may be promulgated by HUD and as provided to the Agency in writing by the County. Said compliance shall be required as of the date the amended provisions are provided to the Agency by the County and officially acknowledged by the Agency in writing.

ARTICLE XIII Procurement

13. The Agency shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities, including businesses with designations as follows: Minority Business Enterprise (MBE), Woman-owned Business Enterprise (WBE) and/or Disadvantages Business Enterprise (DBE). Agency shall generally conform to uniform Agency practices that target securing the most reasonable pricing for ESG II Project costs when ensuring that equipment, materials or services are provided or performed by qualified vendors.

ARTICLE XIV

General Provisions

14. The Agency accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV and V** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

14.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

14.2 To permit and facilitate such audits by the U. S. Department of HUD, Escambia County, the State of Florida, any of their respective designated independent auditing firm(s) or their authorized representatives as may be required in relation to this Agreement;

14.3 To produce all documents upon request by the County, HUD, State of Florida or the authorized representatives of each; and

14.4 To provide a complete copy of the Agency's most recent annual comprehensive financial statement, reviewed and verified as to accuracy by an independent (third party) accounting professional, and to subsequently provide copies of similarly verified annual financial statements for the duration of this Agreement. The Agency receives less than \$300,000 annually in direct Federal funding.

14.5 The EscaRosa Coalition on the Homeless, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this Agreement. Further, The EscaRosa Coalition on the Homeless, Inc. functions primarily as a community or social service organization with specific emphasis on coordination of homeless issues and activities for the less fortunate in Escambia and Santa Rosa counties, and shall maintain its status for the duration of this Agreement.

ARTICLE XV Understanding of Terms

15.1 This Agreement represents the entire and integrated agreement between the County and the Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Agency and County or in accordance with the provisions contained in this document.

15.2 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

15.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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

15.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties identified in Article I, paragraphs 1.1 and 1.2 above.

15.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By:

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

BCC Approved: September 17, 2012

By:____

Deputy Clerk

(SEAL)

Escambia County Legal Department Approval:

This do	ocument ap	proved as to form
By:	Cattle	1
Title:	HICH	4
Date:	8/23	<i>llz</i>

10

The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation chartered in the State of Florida

WITNESSED:

By: _____ Dennis Goodspeed, President Board of Directors

Print Name

Print Name

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of ____, 2012, by Dennis Goodspeed, President of The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation, who did not take an oath and who:

____ is/are personally known to me.

produced current Florida driver's license as identification.

produced current	as identification.

Signature of Notary Public

Name of Notary Printed My Commission Expires: Commission Number:

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF ESG II Homeless Information Management System (HMIS) Project

AGENCY NAME: THE ESCAROSA COALITION ON THE HOMELESS, INC.

I. SCOPE OF SERVICES

A. The EscaRosa Coalition on the Homeless, Inc. ("Agency") shall provide: (a) a range of CoC related administrative services in support of the ESG II HMIS Project, and (b) HMIS development, expansion, integration and data collection/refinement services specific to homeless services and activities undertaken locally under the terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make available over the term of this agreement, a total of \$48,948.00 in ESG II administrative and project funds, specifically to enable the Agency to enhance the homeless program management and coordination, specifically through HMIS enhancements. The HPRP funds are sub-allocated as follows: HPRP Administration \$3,578.00 and HMIS development/expansion/Integration \$45,370.00 (including hardware purchases to the extent required to fully meet ESG or related reporting requirements as stipulated by HUD). The ESG II funding shall be limited to a maximum expenditure of \$48,948.00 for the entire term of this Agreement. As the designated Agency with responsibility for the Homeless Continuum of Care planning and coordination functions the Agency is critical to the effective oversight of the Emergency Solutions Grant program in the local community, and limited ESG II administrative funds are awarded herein to assist the Agency with respect to such responsibilities. Additionally, the Agency directly manages the HUD mandated Homeless Management Information System (HMIS) in Escambia County. ESG related reporting requirements mandate linkage or integration of data systems under the HMIS umbrella for data collection and reporting of Emergency Solutions Grant associated activities and accomplishments. ESG II funding, as stipulated above, will be provided to aid the Agency in assuring compliance with HUD's HMIS directives, including the HUD HMIS Data, Technical and Reporting Standards. Requests for reimbursement shall include personnel, operating cost, supplies, equipment (HMIS only), contractual services and ESG II related support costs associated with the coordination of CoC and HMIS functions with respect to the Emergency Solutions Grant.

B. This agreement is funded in its entirety from ESG II funds. The Agreement provides for a maximum of \$3,578.00 in administrative support for the Agency. This allocation falls within the maximum administrative cost authorized by HUD.

C. Funds shall be provided to the Agency in monthly installments not to exceed, in aggregate, the maximum amount cited above upon delivery of contracted homeless program administration and ESG II HMIS Project activities. Requests for payment or reimbursement shall clearly segregate and individually substantiate the costs for Administration and HMIS activities based upon the budgeted allocations cited in Section A above. The County may elect to pay vendors directly on behalf of the Agency, if requested to do so by the Agency; or alternatively, the County may reimburse properly documented expense incurred for ESG II HMIS Project costs by the Agency. No advance of County funds will be provided to the Agency.

D. For purposes of this Agreement, a "Very Low Income" family is defined as a person (family) with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola "MSA" median income adjusted for family size (current income limits are included in **Exhibit II** of this Agreement). The Contract Manager shall annually provide updated income eligibility guidelines for use by the Agency in carrying out the requirements of this Agreement. If applicable, the Agency shall be responsible for fully documenting to the County the eligibility of such clients and assuring that ESG II Project funds provided to the Agency are expended for eligible activities benefitting eligible persons (families).

II. OBJECTIVES

A. The Agency shall provide administrative support to the County to assist in: outreach and integration of services, funding, and information sharing between and among various local, state and federal agencies and organizations for the benefit of ESI II eligible recipients; enhanced monitoring of ESG II and non-ESG II client referral and case management protocols within the local homeless service delivery system; and support the mission and objectives of the homeless programs within Escambia County.

B. The Agency shall take the actions required to: (1) provide HMIS technical support, agency training, outreach, continuing interaction with the HMIS vendor(s), and general system coordination within Escambia County; (2) document the number of additional homeless service delivery agencies initiating or expanding participation in the local HMIS over the term of this agreement; (3) increase the actual number and percentage of individual homeless cases entered into the HMIS database as compared to the current data entry penetration; (4) utilize ESG II funds provided hereunder to attain enhanced reporting, data collection and systems integration between the existing HMIS system and agencies delivering ESG, ESG II or HEARTH Act assistance to clients;; and (5) produce results oriented monthly reports as required herein.

C. The Agency shall take the actions required to ensure that Emergency Solutions Grant reporting by participating service delivery agencies meets or exceeds the HMIS Data and Technical Standards as established by HUD, including all required Data Elements.

III. SERVICES

A. The Agency asserts that it has the capability to perform the services identified herein and affirms its concurrence with the terms and conditions under which this assistance is provided to the Agency.

B. ESG II Administrative and ESG II HMIS Project funds shall be made available to the Agency in the form of a grant to support administrative costs; HMIS data collection enhancement, integration, and information sharing; HMIS based reporting; and ancillary services required to coordinate and monitor these activities in Escambia in accordance with requirements hereunder.

C. The Detailed ESG II Budget reflecting the Agency's planned utilization of funds provided hereunder is incorporated into this Agreement on **Pages 18-19**.

D. HPRP data collection and reporting shall be conducted through the Homeless Management information System (HMIS) managed by the Agency, or through a compatible system that can be linked or file shared in a manner that will efficiently supply HPRP required data elements to the local HMIS.

E. Agency shall substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each ESG II payment issued under this Agreement. Failure of the Agency to properly document such costs will result in the Agency being required to reimburse the ESG fund for any and all ESG expenditures disbursed with respect to an ineligible cost. Complete expenditure documentation is <u>mandatory</u> under this Agreement.

F. Agency shall utilize forms, policies, checklists, data collection forms, detailed expenditure tracking spreadsheets or forms, financial records management procedures and controls, and other methods as may be required to meet Emergency Solutions Grant requirements.

G. Agency shall at all times maintain documentation of the detailed costs and invoice based support for each expenditure made or reimbursed under this Agreement, and provide detailed cost information substantiating such costs to the County as required for Project related payments or upon request as may be necessary. Failure of the Agency to properly document any costs associated with this Agreement, upon request by the County, shall result in the termination of this Agreement.

IV. AGENCY INFORMATION

AGENCY:	CONTACT PERSON:
Name: EscaRosa Coalition on the Homeless, Inc.	Name: John Johnson
Address: 2601 W. Strong Street	Title: Executive Director
Pensacola, FI 32505	Phone: (850) 439-3009
	Fax: (850) 436-4656
Federal ID #: 592909065	E-mail: John.Johnson@ECOH.org

V. AGENCY PERFORMANCE REVIEWS AND RELATED REPORTS

A. Agency shall cooperate fully in completion of the periodic performance reviews as stipulated in Article VI Sections 6.2, 6.3, 6.4, and 6.5 (cumulatively referred to as "Performance Reviews") of this Agreement. Agency agrees to provide written Project reports and updates as may be required in relation to the Performance Reviews or matters related thereto. The duty to participate in Performance Reviews and to provide written reports or responses regarding the results of such performance reviews shall survive termination of this Agreement until all related issues are resolved to the satisfaction of the County.

B. Failure to cooperate in the Performance Reviews and/or to submit written responses to County or NEFI requests for Project related information, documentation, implementation issues, financial issues or any related matter shall be deemed good cause for withholding further payment to the Agency, and/or termination of this Agreement in accordance with provisions of Article VI should the failure to cooperate persist.

VI. AUDIT REQUIREMENTS

The Agency receives less than \$300,000 annually in direct Federal funding. The Agency shall provide the Contract Manager with the recent annual comprehensive financial statement showing the financial affairs of the Agency in accordance with Article XIV Section 14.4 of this Agreement. Agency shall also provide copies of similarly verified annual financial statements for the duration of this Agreement. Initial and subsequent comprehensive financial statements shall be reviewed and verified as to accuracy by an independent (third party) accounting professional prior to submission to the Contract Manager.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. Escambia County, in coordination with NEFI, shall issue County financed payments based upon clear and proper documentation of all costs to be paid or reimbursed by Escambia County in support of the ESG II activities provided through this Agreement. Payments shall be either made directly to the vendor on behalf and upon approval of the Agency; or alternatively, to the Agency to reimburse ESH II eligible costs advanced by the Agency, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division, as generally summarized below:

(1) <u>Direct Vendor Payments by County</u>: To secure direct payments to vendors by the County, the Agency shall submit the following documentation to NEFI at least 14 days prior to the anticipated payment date: a request for direct payment to the specified ESG II vendor on Agency letterhead with amount, vendor and specific service(s) denoted; accurate and complete two page originally signed W-9 for payee (vendor); and an original of the vendor invoice that has been reviewed and approved for payment by the Agency (the invoice must clearly state that services were provided for the ESG II Project described herein. *Direct vendor payments shall be processed by the County ONLY for individual vendor invoices that exceed \$5,000.*

(2) <u>Reimbursement of Eligible Agency Incurred Expenses</u>: To secure reimbursement of the Agency's ESG II Project expenses as advanced by the Agency, the Agency shall provide the County full and complete documentation of the actual costs for ESG II Project administration and operating supplies/costs; professional/consulting services; HMIS and related equipment purchases; data management software, support and licensing costs; ESG II, HMIS or other project related training expenses (including materials); or other eligible costs. Agency shall afford the County reasonable access to source documents to assure that costs are proper. To secure reimbursement of expenses by the County, the Agency shall submit the following documentation to NEFI at least 14 days prior to the anticipated payment date: a request for reimbursement of ESG II Project related expenses on Agency letterhead with amount, vendor and specific service(s) denoted including a signed statement by the Agency certifying that the payment has been made; accurate and complete two page originally signed Agency W-9 (if a W-9 has not been submitted to the County within the 12 month period prior to the invoice date); a complete copy of the vendor invoice as paid by the Agency a copy of the <u>cancelled</u> check or a <u>paid receipt</u> from the vendor evidencing payment of the invoice.

Subject to the terms of this Agreement, the County shall retain final authority for the approval or denial of payments from County and County controlled or administered funds. The County shall review and document all payments, but shall rely heavily on the Agency for revenue and expenditure source documentation.

B. Direct payment and reimbursement requests shall include costs incurred by the Agency for <u>ESG II Administration</u> and <u>HMIS Development, Expansion, Integration, Data Collection and Reporting</u>. Requests for payment shall reflect costs in keeping with the general HPRP Agency line items reflected in the Budget Categories on **Page 17**.

C. Upon receipt of all required eligibility and expenditure documentation and approval by the Contract Manager, the County shall issue reimbursement to the Agency within fifteen (15) days of the date of receipt of the ESG II payment request by the Escambia County Clerk of the Circuit Court/Finance Division.

D. Agency shall cooperate with County and NEFI in making revisions as may be required by the U. S. Department of HUD with reference to the ESG II Project and regulations related thereto.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Agency and routine interaction between the Agency, County, and NEFI. Reviews shall minimally conform to that provided in Article VI of this Agreement.

B. The County shall review and evaluate Agency's performance under this Agreement and the effectiveness of the Project in keeping with the purpose and intent of the Emergency Solutions Grant Program. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.

APPROVED ESG II BUDGET CATEGORIES (Administration and HMIS Services)

HPRP Budget Summary (Direct Services)				
	Total Amount Budgeted			
Agency Administrative Cost	\$ 3,578.00			
HMIS Integration, Data Collection and Reporting	\$ 45,370.00			
Total	\$ 48,948.00			

Agency ESG II Detailed Project Budget (Administration and HMIS)

HMIS PROGRAM NARRITAVE

In preparation of the H.E.A.R.T.H Act, EscaRosa Coalition on the Homeless, Inc. plans to expand HMIS into the catchment area of other continuums. HUD encourages all CoC's to merge with other continuums enabling the shared group which will reduce costs and provide a more regional picture of the homeless population. The HEARTH Act and the HMIS data standards for privacy suggest a greater emphasis on monitoring clients who are being served by the community. One of the steps ECOH plans to implement with the use of ESG dollars is to conduct background checks for its users. Below are detailed goals planned for the ESG allocation:

Goal: A. Privacy and Confidentiality

Objectives:

- HMIS Staff will conduct background checks on all users of the system.
- HMIS staff will provide random security checks and monitoring of the system for the duration of the contract agreement.
- Increase expansion of HMIS by an estimate of 15% in the first year of the grant.
- Utilize SHP funds to cover initial user license and/or computer cost for non-sheltered agencies that provide mainstream services to Escambia and Santa Rosa County.

Goal: B. Training

Objectives:

- HMIS staff will conduct privacy/ethics training to targeted end users on a quarterly basis over the next 12 months.
- HMIS staff will review and report data quality issues to CoC and HMIS Committee on a monthly basis for the next 12 months.
- HMIS staff will provide quarterly data quality trainings to end users for the next 12 months.
- Hire additional staff to provide training and support to the HMIS Dedicated Project. Duties will include updating HMIS, data analysis, and ongoing training of new and current users.
- Provide and coordinate on-going training and technical support to current users for the next 12 months.

Goal C. Systems Integration

Objectives:

- Merge HMIS with the state of Alabama within/over the next 24 months.
- Merge HMIS with Panama City CoC within/over the next 24 months.
- HMIS staff will work to provide data for at least 3 Table Shells for AHAR 7 participation by the end of this grant cycle.
- HMIS staff will identify additional entities, (hospitals, prison re-entry programs, and churches), serving the chronically homeless and disenfranchised and help integrate these agencies into the HMIS during the next 12 months of the grant term.

2012-2014 HMIS ESG BUDGET

Cust Item	Year l	Year 2	Year 3	Total
Equipment				
Central Server(s)	\$0	NA	NA	\$0
Personal Computers and Printers lea laptop	\$2,654.00	NA	NA	\$2,654.00
Networking	NA	NA	NA	NA
Security	NA	NA	NA	NA
Subtotal	\$2,654.00	NA	NA	\$2,654.00
Software				
Software / User Licensing	NA	NA	NA	NA
Software Installation	NA	NA	NA	NA
Support and Maintenance	NA	NA	NA	NA
Supporting Software Tools	NA	NA	NA	NA
Subtotal	NA	NA	NA	NA
Services		1	L	L
Training by Third Parties	\$2,500.00	NA	NA	\$2,500.00
Hosting / Technical Services	\$0	NA	NA	\$0
Programming: Customization	<u>\$0</u>	NA	NA	\$0
Programming: System Interface	\$8,000.00	NA	NA	\$8,000.00
Programming: Data Conversion	so	NA	NA	\$0
Security Assessment and Setup	\$0	NA	NA	\$0
On-line Connectivity (Internet Access)	\$0	NA	NA	\$0
Facilitation	\$0	NA	NA	\$0
Disaster and Recovery	\$0	NA	NA	\$0
*User Background Checks	\$2,100.00	\$1,800.00	NA	\$3,900.00
Subtotal	\$12,600.00	\$1,800.00	NA	\$15,549.00
Personnel	1	I	1	1
Project Management / Coordination	\$14,046.00	\$11,570.00	NA	\$27,046.00
Data Analysis	\$0	NA	NA	\$0
Programming	\$0	NA	NA	\$0
Technical Assistance and Training	\$0	NA	NA	\$0
Administrative Support Staff	\$0	NA	NA	\$0
Subtotal	\$14,046.00	\$11,570.00	NA	\$14,046.00
HMIS Space and Operations		1	L	1
Space Costs	\$100.00	NA	NA	\$100.00
Operational Costs	\$1,700.00	NA	NA	\$125,325
4		NA	NA	
Subtotal	\$32,000.00		1 A	\$32,000.00
Admin	\$2,044.56	\$1,533.44	NA	\$3,578.00
ESG Request*	\$32,000.00	\$13,370.00	NA	\$45,370.00
Selectee's In-Kind Match	\$34,044.56	\$14,903.44	NA	\$48,948.00
Total HMIS Budget	\$68,089.12	\$29,806.88	NA	\$97,896.00
CONDEN PARTE		422,000,00		+) VINV

v

Please note that year 2 is only projected to be 9 months.

EXHIBIT II

APPLICABLE INCOME LIMITS

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 1, 2011)

Income Level	1 person	2 people	3 people	4 people	5 people	6 people
50% AMI	\$20,750	\$23,700	\$26,650	\$29,600	\$32,000	\$34,350

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

EXHIBIT III

Monthly HPRP Reporting and Data Collection Requirements

I. MONTHLY STATUS REPORT

TO: ESCAMBIA/PENSACOLA EMERGENCY SOLUTIONS GRANT PROGRAM

FROM: THE ESCAROSA COALITION ON THE HOMELESS, INC.

DATE: _____

PROJECT: ESG II - Administration and HMIS

REPORT # ______ for the month of ______, 201____

I. PROGRESS REPORT

A. DESCRIBE IN <u>DETAIL</u> THE TYPES OF ACTIVITIES PROVIDED, ACCOMPLISH-MENTS ATTAINED, AND A BREAKDOWN OF EXPENSES BY ELIGIBLE COST CATEGORY.

B. GIVE A COMPLETE LISTING OF AGENCIES ENGAGED IN HMIS THROUGH THE ACTIVITIES FINANCED UNDER THIS AGREEMENT, INCLUDING THE STATUS OF THE AGENCY WITH RESPECT TO DATA ENTRY INTO HMIS.

C. PROVIDE ANY PERTINENT INFORMATION CONCERNING DIFFICULTIES OR CHALLENGES WITH IMPLEMENTATION OF THE PROJECT

II. FINANCIAL REPORT

ESG II CONTRACT AMOUNT \$ 48,948.00

Expenditures:	For the month of	, 201
LINE ITEM		COST
	······································	
		· · · · · · · · · · · · · · · · · · ·
······		
Note: use additional pages as needed.	•	
Total Contract Amount:	\$48,948.00	
Total expenditures	this period \$	
Prior Expenditures to Date	\$	
Remaining contract Balance	\$	
Comments		

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature

Date

Position

Note: Include all *canceled* checks/bank statements and paid receipts for verification of spending during the report period.

SPECIFIC EMERGENCY SOLUTIONS GRANT AND HMIS DATA STANDARDS AND REPORTING REQUIREMENTS

(MANDATORY)

Agency shall maintain, update and ensure collection, and submission (as applicable) of all Emergency Solutions Grant client, service delivery, financial and/or outcome reporting data elements as required by the Program and specifically detailed on the HUD HPRP website at the following links:

HMIS Data Standards -- including 2012 Revisions (link to document provided below)

http://www.hudhre.info/index.cfm?do=viewResource&ResourceId=651

All required HMIS data (required data elements) applicable to services, is any, rendered under this Agreement shall be provided by the Agency through or in conjunction with the local HMIS system that is operated and maintained by The EscaRosa Coalition on the Homeless, Inc. All data must be directly entered into the local HMIS or be compatible in a manner that allows uploading of data to HMIS on a routine basis.

Agency acknowledges that the data requirements may be altered by HUD during the implementation of this initiative and the Agency may have to revise reporting elements to address such revisions. However, such changes are beyond the control of the County.

EXHIBIT IV

DOCUMENTATION OF NON-PROFIT STATUS

The EscaRosa Coalition on the Homeless, Inc. (Insert Agency Name)

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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THE ESCAROSA COALITION ON THE HOMELESS INC.

Filing Information

Document Number	N22633
FEI/EIN Number	592909065
Date Filed	09/23/1987
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/15/2000
Event Effective Date	NONE

Principal Address

2601 W STRONG ST PENSACOLA FL 32505 US

Changed 03/17/2008

Mailing Address

P.O. BOX 17222 PENSACOLA FL 32522 US

Changed 05/03/2004

Registered Agent Name & Address

GOODSPEED, DENIS 2601 W. STRONG STREET PENSACOLA FL 32502 US

Name Changed: 04/10/2012

Address Changed: 04/10/2012

Officer/Director Detail

Name & Address

Title P

GOODSPEED, DENNIS 2601 W. STRONG STREET PENSACOLA FL 32502

Title V

STRADER, GREGORY D 1301 W GOVERNMENT PENSACOLA FL 32502

http://ccfcorp.dos.state.fl.us/scripts/cordet.exe?action=DETFIL&ing_doc_number=N22633... 8/7/2012

Title T

COURT, STACIE L 56 EAST CHASE ST PENSACOLA FL 32591

Title S

ROGERS, BOB 2601 W STRONG ST PENSACOLA FL 32505

Annual Reports

Report Year Filed Date

2010	01/22/2010
2011	04/19/2011
2012	04/10/2012

Document Images

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EXHIBIT V

EMERGENCY SHELTER GRANT PROGRAM RULES AND REGULATIONS

Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 and related Laws, Rules and Regulations

CERTIFICATION OF RECEIPT Emergency Solutions Grant Program (Second Allocation) IMPLEMENTING REGULATIONS

I/We hereby certify and affirm that Escambia County, via NEFI, has provided this Agency with a complete electronic copy of the current Emergency Shelter Grant Regulations governing implementation of Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009. Agency agrees that additional amendments to said Regulations and/or directives relating to said Regulations may be disseminated by HUD during the term of this Agreement, and upon receipt and acknowledgement of said amendments or policy directives from the County/NEFI, the Agency shall abide with such changes in the Emergency Solutions Grant Program as of the date the information is officially acknowledged by the Agency. Further, the Agency has been directed by the County/NEFI to attend appropriate training as provided by HUD or HUD contractors. Agency has also been advised to review Emergency Solutions Grant, HMIS and other training materials and information relating to the activities to be implemented through this Agreement. The Agency should routinely consult the following HUD Website on a regular (at least bi-weekly) basis for regulatory and policy updates:

http://www.hudhre.info/

Agency stipulates herein that, I/We have reviewed the Emergency Solutions Grant information identified and the website referenced above, and I/We clearly understand the requirements which govern the Emergency Solutions Grant financed activities agreed to under the terms and conditions of this Agreement. I/We also understand that clarification of any uncertainties regarding the Notice(s), policy directives, questions/answers, or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the HUD for review and resolution.

Further, I/We certify and acknowledge that Emergency Solutions Grant *services* are limited to a specific income level and that such targeting is a <u>mandatory requirement</u> in carrying out any agreement which involves delivery of services to clients and/or oversight of any agency or agencies having responsibility for delivery of such services through the Emergency Solutions Grant. I/We are familiar with the: income eligibility guidelines (income chart), income determination procedures, income verification/documentation procedures, and income compliance requirements hereunder and the penalties to be suffered by the Agency for failing to assure such compliance.

This certification is provided in lieu of including the entire text of the Notice and voluminous related materials in this Exhibit. I/We understand that additional copies of any of the referenced materials or training related to such materials will be provided upon written request directed to the Contract Manager by this Agency. As the local Homeless Continuum of Care (CoC) agency, I/We certify and affirm that Agency staff are very knowledgeable with respect to the HEARTH Act, Emergency Solutions Grant and HMIS.

Agency:

The EscaRosa Coalition on the Homeless, Inc.

By:_____

Date:_____

ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:___

Date:_____

Certifying Official:

Agency: The EscaRosa Coalition on the Homeless, Inc.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____ Name: Title: ESG II Administration & HMIS Services Project Name

Firm/Agency: <u>The EscaRosa Coalition on the Homeless, Inc.</u> Street Address: <u>2601 W. Strong Street</u> <u>Pensacola, Florida 32505</u>

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

<u>The EscaRosa Coalition on the Homeless, Inc</u>. certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency/Company: The EscaRosa Coalition on the Homeless, Inc. Date:

Grant Program Name: HESG II Administration & HMIS

Grant Number: E11-UC-12-0022

The EscaRosa Coalition on the Homeless, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Agency Service Delivery Address:

2601 W. Strong Street Pensacola, Florida 32505

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Enter Number of Employees involved in ESG II Project: 2

SIGNED: Certifying Officer

Agency: The EscaRosa Coalition on the Homeless, Inc.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3188	County Administrator's Report 10. 11.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Change Order to PO#121077-5, Hewes and Company, LLC, for the Southwest Greenway Connector Trail
From:	Keith Wilkins, REP, Department Director
Organization:	Community & Environment
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning a Change Order to Hewes and Company, LLC, for Replacement</u> of a Pedestrian Bridge on the Southwest Greenway Connector Trail, Due to the June 2012 Rain <u>Event</u> - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #5, to replace the previously-existing pedestrian bridge spanning Jones Creek, which was destroyed by heavy rains in June 2012, and change the substantial completion date to January 11, 2013:

Department:	Community & Environment
Division:	Water Quality & Land Management
Туре:	Addition
Amount:	\$55,724.00
Vendor:	Hewes and Company, LLC
Project Name:	Southwest Greenway Connector Trail
Contract:	PD 11-12.007
PO No.:	121077-5
CO No.:	5
Original Award Amount:	\$340,676.70
Cumulative Amount of Change Orders through CO #5	\$55,724.00
New Contract Total:	\$396,400.70

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 11NE0878, Southwest Greenway, Object Code 56301]

BACKGROUND:

Escambia County was awarded a Section 319 Grant in 2009 from the Florida Department of Environmental Protection to construct several water quality improvement projects within the Bayou Chico drainage basin. This grant also included funding for an expansion of the Southwest Greenway and Trail. This trail expansion project is located along the north bank of Jones Creek extending west from Navy Boulevard at the Highway 98 intersection to the northern terminus of Brigadier Street off Patton Drive. Once constructed, this project will link existing trail segments east of Navy Boulevard to the on-grade trail system located to the west along the creek in Jones Swamp.

Hewes Construction was selected through a competitive solicitation in spring of 2012 as the contractor for the project. The original project included over 3,000 linear feet of elevated boardwalk, one spanned pedestrian crossing over Jones Creek, and two connections to the Pensacola State College Warrington Campus.

In June of 2012, extremely heavy rains destroyed the previously existing pedestrian bridge spanning Jones Creek, located immediately south of the college campus. Without this bridge the project currently under construction no longer connects to the on-grade trail system to the west.

This change order will add additional funding to the Hewes Construction purchase order to replace the destroyed bridge. Bridge replacement includes site preparation, bridge abutments and headers, and additional boardwalk and hand rails for ADA compliance. This change order will also add additional time to the Hewes contract to construct and install the new bridge and replace construction days previously lost to inclement weather.

BUDGETARY IMPACT:

Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 11NE0878, Southwest Greenway, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration necessary.

PERSONNEL:

There is no additional personnel impact at this time.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's policy and procedure for purchasing.

IMPLEMENTATION/COORDINATION:

Community & Environment/Water Quality & Land Management will coordinate Change Order #5 with the Office of Management & Budget/Purchasing Division.

Hewes CO_5

Attachments



Construction Managers · General Contractors · Design Builders

August 20, 2012

Brent Wipf Environmental Programs Manager Water Quality & Land Management Division Community & Environment Department 3363 West Park Place Pensacola, FL 32505

RE: South West Greenway Connector Trail Rain Delays and Additional Bridge

Dear Brent:

Per your direction, we submit this cost proposal in the amount of ADD \$ 55,724 for Adding a new pedestrian bridge to replace the bridge that was demolished in the flood. We have attached a breakdown for your review and use.

In addition, we have experienced delays due to flooding and excessive rain for the past few months. Below is a list of rain delays and additional days required to install the new bridge:

- Delays due to flooding (20 Working Days)
- Delays due to excessive rain (10 Working Days)
- New Bridge (12 Weeks)

Due to these changes and delays, the new substantial completion date for this project will be January 11, 2013.

If acceptable, please advise and include this amount on a Future Change Order.

Sincerely,

Hewes & Company, LLC

Máx Sáam VP-Operations

cc: Ed Hewes

SW Greenway Connector Trail H&C #4 - Furnish & Install New Bridge to Replace Bridge Destroyed by Flood

	DESCRIPTION	CONTRACTOR	QUANTITY UNIT	IT	LABOR	N N	MATERIAL	SUB	CONTRACTOR	TOTAL
Drwg #				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
	Division 2 - SITEWORK									
	Remove existing asphalt	Seacoast	1.00 LS		0		0	1,116	1,116	1.116
	46' Pedestrain Bridge Abutments & Header	Seacoast	1.00 LS		0		0	39,970	39,970	39,970
	Pile Supported Elevated Boardwalk with 2 x 6 wooden rail	Seacoast	100.00 LF		0		0	92.87	9,287	9,287
	Delete Aluminum Gates in original Bid	Seacoast	4.00 Ea		0		0	(1,375.00)	(2,500)	(2,500)
	Aluminum Hand Rail	Seacoast	100.00 LF		0		0	49.41	4,941	4.941
	New PVC Coated Gates	Seacoast	4.00 EA		0		0	0 1,200.00	4,800	4.800
	P & P Bond and Builders Risk Insurance	Hewes & Company	1.00 EA		0		0	1,110.00	1,110	1,110
	TOTAL						t		55,724	55,724

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-17. Approval of Various Consent Agenda Items Continued
 - 4. Taking the following action concerning the surplus and sale of real property located at 130 Booker Lane that has escheated to the County:
 - A. Declaring surplus the Board's real property, Account Number 11-3994-000, Reference Number 16-1N-31-2114-000-001;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$8,436, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
 - C. Authorizing the Chairman to sign all documents related to the sale.
 - 5. Awarding an Indefinite Quantity, Indefinite Delivery, Unit Prices Contract, PD 11-12.007, Southwest Greenway Connector Trail, to Hewes and Company, LLC, for the Base Bid, plus Alternate Bid Items #3 and #5, for a total amount of \$340,676.70 (Funding: Fund 110, Other Grants and Projects, "Bayou Chico/Jones Creek Stormwater Retrofit," Cost Center 221013, Object Code 56301, *[in the amount of]* \$316,559.05, and Fund 352, Local Option Sales Tax III, NESD Capital Projects, Cost Center 220102, Object Code 56301, Project Number 11NE0878, SW Greenway, *[in the amount of]* \$24,117.65).
 - 6. Taking the following action concerning the surplus and sale of real property located at 1209 West Bobe Street that has escheated to the County:
 - A. Declaring surplus the Board's real property, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$46,781, in accordance with Section 46.134 of the Escambia County Code of Ordinances;
 - C. Authorizing the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and
 - D. Authorizing the Chairman to sign all documents related to the sale.

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PURCHASE ORDER NO. 121077

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO EOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980	N CLERK OF THE COURT & COMPTROLLER V HON. ERNIE LEE MAGAHA O 221 PALAFOX PLACE, SUITE 140 J PENSACOLA, FL 32502-5843 C (850) 595-4841 E
V 081448 E HEWES AND COMPANY LLC N 5795 JEFF ATES ROAD D MILTON FL 32583 R	S NCS-NEIGHBORHOOD REDEVELOPMENT P 221 PALAFOX PLACE PENSACOLA FL 32502 O ATTN: SUSAN HOLT 850.595.4579
ORDER DATE: 02/27/12 BUYER: JOSEPH PILLITARY	REQ. NO.: 12001171 REQ. DATE: 02/27/12
TERMS: NET 30 DAYS F.O.B.:	DESC.:
ITEME QUANTITY UOM DESCRIPTION	UNIT PRICE EXTENSION
01 1.00 LOT CONSTRUCTION OF THE SOUTH CONNECTOR TRAIL, INCLUDING SPUR, TWO EMERGENCY VEHIC AND TWO SECURITY GATES. 11-12.007 BCC APPROVAL 2/	g a north/south Le turnarounds Per contract pd

ITE!.!=	ACCOL	INT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$	340,676.70
	220102 221013	56301 56301	24,117.65 316,559.05		TOTAL	\$	340,676.70
			APPROVED E	37 <u>Coare</u>	R Deire	2/14/1-	2

Original Purchase Order

Southwest Greenway Connector Trail

"Scope of Work" Summary:

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The Southwest Greenway Connector Trail project will consist of the construction of 2,845 linear feet of elevated boardwalk, including a north/south spur connecting to Pensacola State College Warrington Campus, two turnarounds for emergency vehicles, and two security gates. The project is located along the north bank of Jones Creek immediately west of Navy Boulevard. Five bid alternates are included in addition to the base bid. Two bid alternates represent modifications to the boardwalk rail system associated with the base bid. One alternate represents the base bid plus an additional north/south spur, a prefabricated pedestrian bridge, and two additional security gates. The remaining alternates represent modifications to the boardwalk rail system associated with the additional trail spur.

Escambia County has obtained a permit from the Florida Department of Environmental Protection, and proof of exemption from the U.S. Army Corps of Engineers for the proposed construction. A permit has also been obtained from the Florida Department of Transportation for work within State right-of-way. The boardwalk received an Escambia County Development Order in October 2011. The Contractor is required to obtain an Escambia County Building Permit prior to commencement of construction.

The Contractor will employ best management practices including, but not limited to, silt fencing and turbidity curtains to prevent erosion and sedimentation into adjacent surface waters. Materials and equipment will be stored within uplands or areas authorized for impact. Vegetation less than 6" DBH was cleared from within the limits of construction with a forestry mower in August 2011. Incidental clearing of vegetation greater than 6' DBH may be required during construction, but should be limited to the minimum necessary.

All construction shall comply with the technical specifications provided specifically for boardwalk construction, and the Escambia County General Paving and Drainage Technical Specifications, latest edition, and all interim standards that apply to these editions.

Any reference to FDOT Standard Specifications for Road and Bridge Construction, latest edition, Division 1, General Requirements and Covenants, shall be excluded and not applicable to any specification referred herein or otherwise listed in these documents or in the Escambia County Technical Specifications.

Licenses/Certifications:

General Contractors License

SIGN AND RETURN THIS FORM WITH YOUR BIDS** SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLO SUBMIT OFFERS TO: ESCAMBIA COUNTY FLORIDA

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Bob Dennis, CPPB, MABA **Purchasing Specialist** Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Post Office Box 1591, Pensacola, FL 32591-1591 Phone No: (850)595-4980 Fax No: (850) 595-4805 Invitation to Bid

SOUTHWEST GREENWAY CONNECTOR TRAIL

SOLICITATION NUMBER: PD 11-12 007

	FD 11-12.007
SOLICITAT	10N
MAILING DATE: Monday, December 12, 2011 PRE-BID CONFERENCE: 10:00 a.m., CST, Tuesday, December 27, OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, Thursday,	2011 Office of Purchasing Conference Room 11.407 December 29, 2011 and may not be withdrawn within <u>90</u> days
- Ber such date and time	
POSTING OF SOLICITATIO Selecteries and dataset with recommended awards will be pected for rowine by interested puries of the Failors to fals a protest in uniting within two (1) becines days after partiag of the relations to the Selecter in the second sec	County Office of Perthoding and will remain printer in a paints with the printer of the present and be
OFFER (SHALL BE COMPI	LETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.L. NUMBER: 26-3837716	Monthly Progress Payments
DELIVERY DATE WILL BEDAYS AFTER RECIEPT OF PURCHASE O	RDER.
VENDOR NAME. Hewes and Company, LLC	REASON FOR NO OFFER:
ADDRESS: 5795 Joff Ates Road	
CITY, ST. & ZIP: Milton, Florida 32583	BID BOND ATTACHED S5%
PHONE NO.: (850) 270-6320	BU BOND AT IACTION O
TOLL FREE NO.: ()	
FAX NO.: (850) 983-6698	Edward M. Hewes, President
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**Failure to execute this Form binding the bidder/proposer's offer shall re	sull in this bid/proposal being rejected as non-responsive.
AWAR	D
Upon cordification of oward the contrast shall be signed by the President or Vin-President. An Directors so bahalf of the company. Averded contractor shall submit a carp of the resolution canditions of this solidization and the bid response of the swarded tentractor is incorporated by	reference bereio and made a part of this contract.
CONTRACTOR	escampla county plorida
Neres and Tide of Signer (Type or Proc.) Edward M. Hewes, President	Name and Tide of Signer (Type or Prict)
Name of Conners Herves and Company, LLC	By Dete

1/12/12 By sciented to Sign Dela 1/12/12 ATTEST: Dua Corpora Secretary CORPORATE SEAL 1/12/12 ATTEST Due 1/12/12 Effective Due ATTEST Dete

WITNESS Du WITNESS Date

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BID FORM Specification Number PD 11-12.007 Southwest Greenway Connector Trail

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Date: January 12, 2012

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Board of County Commissioners Escambia County, Florida Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Southwest Greenway Connector Trail, PD# 11-12.007 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned hereby Hewes and Company, ILC propose to provide at the following price: Company Nume

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	8,590	8,590
2	Limited Clearing within Limits of Construction (Vegetation <6" DBH within Limits of Construction Cleared with Forestry Mower August 2011)	1	LS	3,780	3,780
3	Installation and Maintenance of Erosion Controls, Including Silt Fence, Turbidity Curtains, etc.	1	LS	5,498	5,498
4	Construction of concrete Sidewalk per FDOT Index 310	15	LF	107.67	1,615
5	Construction of Pile Supported Elevated Boardwalk with Uncoated Chain Link Rails	2,845	LF	111.12	316,128
6	Construction of Pile Supported Elevated Turnarounds with Uncoated Chain Link Rails	2	EA	2,749	5,498
7	Installation of 6' x 6' Aluminum Security Gate, Includes Extended Pilings	2	EA	1,254	2,508
				Total	343,617

Alternate Bld #1 Base Bid Substituting Coated Chain Link Rails for Uncoated Chain Link Rails

Item No.	Description	Quantity	Unit	Unit Price	Amount
5	Construction of Pile Supported Elevated Boardwalk with Black Coated Chain Link Rails	2,845	LF	122.35	348,082
6	Construction of Pile Supported Elevated Turnarounds with Black Coated Chain Link Rails	2	EA	4,932	9,864
			(Base Allemale	Total Bid Substituting Bids for Items No. 5 and 6)	379,937

Note: All items not specifically listed in the Bid Schedule needed to perform the construction, shall be included within the unit prices given above.

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Item No.	Description	Quantity	Unit	Unit Price	Amount
5	Construction of Pile Supported Elevated Boardwalk with 2" x 6" Wooden Rails	2,845	LF	101.80	289,622
6	Construction of Pile Supported Elevated Turnarounds with 2" x 6" Wooden Rails	2	EA	2,473.50	4,947
			(Base Alternate	Total Bid Substituting Bids for Items No. 5 and 6)	311,613

Alternate Bid #2 Base Bid Substituting 2" x 6" Wooden Rails for Uncoated Chain Link Rails

*	
' Alte	mate Bid #3
Base Bid with Addition of Second Spur	Pedestrian Bridge, and Additional Security Gates

ltem No.	Description	Quantity	Unit	Unit Price	Amount	
1	Mobilization	1	LS	8,590	8,590	Ş
2	Limited Clearing within Limits of Construction (Vegetation <6" DBH within Limits of Construction Cleared with Forestry Mower August 2011)	1	LS	3,780	3,780 —	>
3	Installation and Maintenance of Erosion Controls, Including Silt Fence, Turbidity Curtains, etc.	1	LS	5,265	5,265	
4	Construction of concrete Sidewalk per FDOT Index 310	15	ĿF	107.67	1,615 - 5	
5	Construction of Pile Supported Elevated Boardwalk with Uncoated Chain Link Rails	3,095	ĿF	102.14	316,128	+287,1
6	Construction of Pile Supported Elevated Turnarounds with Uncoated Chain Link Ralls	2	EA	2,749	5,498	iyqu '
7	Installation of 6' x 6' Aluminum Security Gate, Includes Extended Pilings	4	EA	1,375	5,500	†
8	Installation of 6' x 30' Gator Dock, Cascade Pedestrian Bridge or Equivalent, Including Installation of Bridge Abutment and Header	1	EA	23,547	23,547	+
				Total	<u>-369.927</u> 369,918.3	15-

Note: All items not specifically listed in the Bid Schedule needed to perform the construction, shall be included 1001 BID 5 HET # 31 #5 - 340,676,70 within the unit prices given above.

Alternate Bid #4
Bid Alternate #3 Substituting Coated Chain Link Rails for Uncoated Chain Link Rails

Item No.	Description	Quantity	Unit	Unit Price	Amount
5	Construction of Pile Supported Elevated Boardwalk with 2" x 6" Wooden Rails	3,095	LF	102.28	316,550
5	Construction of Pile Supported Elevated Turnarounds with 2" x 6" Wooden Rails	2	EA	2,724	5,448
	L	1	(Alternate Alternate	Total 9 Bid #3 Substituting Bids for Items No. 5 and 6)	343,989

Alternate Bld #5 Bid Alternate #3 Substituting 2" x 6" Wooden Rails for Uncoated Chain Link Rails
Bid Alternate #3 Substituting 2" x 6" Wooden Rails for Uncoated Chain Link Rails

Item No.	Description	Quantity	Unit	Unit Price	Amount
5	Construction of Pile Supported Elevated Boardwalk with 2* x 6* Wooden Rails	3,095	LF	92.87	287, 432.65 - 287,434
6	Construction of Pile Supported Elevated Turnarounds with 2" x 6" Wooden Rails	2	EA	2,473.50	4,947
			(Alternate Alternate	Total Bid #3 Substituting Bids for Items No. 5 and 6)	

1-240, 676,70

Note: All items not specifically listed in the Bid Schedule needed to perform the construction, shall be included within the unit prices given above.

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Gulf Equipment Corporation (continued) -

Error calculating extension for item #6 of alt. bld #3; adjusted to \$8,906.02

Error calculating extension for item #7 of alt. bid #3; adjusted to \$9,549.72; sum adjusted to \$790,740.05 Error calculating extension for item#5 of alt. bid #4; adjusted to \$689,442.20

Error calculating extension for item #6 of ait. bld #4; adjusted to \$9,249.06; sum adjusted to \$808,198.44

Error calculating extension for item #5 of alt. bid #5; adjusted to \$652,085.55; sum adjusted to \$771,244.77

Hewes and Company, LLC -

Error calculating extension for item #4 of base bid; adjusted to \$1,615.05

Error calculating extension for item #5 of base bld; adjusted to \$316,136.40; sum adjusted to \$343,625.45 Error calculating extension for item #5 of alt. bid #1; adjusted to \$348,085.75; sum adjusted to \$379,940.80 Error calculating extension for item #5 of alt. bid #2; adjusted to \$289,621.00; sum adjusted to \$311,559.05 Error calculating extension for item #5 of alt. bid #3; adjusted to \$316,123.30; sum adjusted to \$369,918.35 Error calculating extension for item #5 of alt. bid #4; adjusted to \$316,556.60; sum adjusted to \$370,301.65 Error calculating extension for item #5 of alt. bid #5; adjusted to \$287,432.65; sum adjusted to \$340,676.70

JD James, Inc. d/b/a Nature Bridges -

Error calculating sum of base bld; sum adjusted to \$385,544.80 Error calculating sum of alt. bld #1; sum adjusted to \$421,401.15 Error calculating sum of alt. bld #2; sum adjusted to \$438,328.90 Error calculating sum of alt. bld #4; sum adjusted to \$498,424.25 Error calculating sum of alt. bld #5; sum adjusted to \$516,840.50

J.M. Harold Construction -

Error calculating extension for item #3 of base bld; adjusted to \$30,000.00; sum adjusted to \$435,512.50 Error calculating extension for item #5 of alt. bid #1; adjusted to \$429,310.50; sum adjusted to \$482,570.50 Error calculating extension for item #5 of alt. bid #2; adjusted to \$340,489.60; sum adjusted to \$392,249.60 Error calculating extension for item #4 of alt. bid #3; adjusted to \$1,999.95 Error calculating extension for item #5 of alt. bid #3; adjusted to \$417,267.90; sum adjusted to \$468,687.85 Error calculating extension for item #5 of alt. bid #4; adjusted to \$492,754.95; sum adjusted to \$544,574.90 Error calculating extension for item #5 of alt. bid #4; adjusted to \$492,754.95; sum adjusted to \$442,208.85

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PAGE NO. 1 BOARD OF COUNTY COMMISSIONERS	PURCHASE ORDER NO. 121077-3 CHANGE DATE: 05/16/12	
ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980	N CLERK OF THE COURT & COMPTROLLER V HON. ERNIE LEE MAGAHA O 221 PALAFOX PLACE, SUITE 140 I PENSACOLA, FL 32502-5843 C (850) 595-4841 E	
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PAGE NO. 1

BOARD OF COUNTY COMMISSIONERS	PURCHASE ORDER NO. 121077-4 CHANGE DATE: 05/16/12
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980	N CLERK OF THE COURT & COMPTROLLER V HON. ERNIE LEE MAGAHA O 221 PALAFOX PLACE, SUITE 140 I PENSACOLA, FL 32502-5843 C (850) 595-4841
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D MILTON FL 32583	P 221 PALAFOX PLACE PENSACOLA FL 32502 O ATTN: SUSAN HOLT 850.595.4579
ORDER DATE: 02/27/12 BUYER: TOODDU DTELET	

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RESUME OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- <u>Recommendation</u>: That the Board award an Indefinite Quantity, Indefinite Delivery, Unit Prices Contract, PD 11-12.007, Southwest Greenway Connector Trail, to Hewes and Company, LLC, for the Base Bid, plus Alternate Bid Items #3 and #5, for a total amount of \$340,676.70 (Funding: Fund 110, Other Grants and Projects, "Bayou Chico/Jones Creek Stormwater Retrofit," Cost Center 221013, Object Code 56301, *[in the amount of]* \$316,559.05, and Fund 352, Local Option Sales Tax III, NESD Capital Projects, Cost Center 220102, Object Code 56301, Project Number 11NE0878, SW Greenway, *[in the amount of]* \$24,117.65).

Approved 5-0

- 6. <u>Recommendation:</u> That the Board take the following action concerning the surplus and sale of real property located at 1209 West Bobe Street that has escheated to the County:
 - A. Declare surplus the Board's real property, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038;
 - B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$46,781, in accordance with Section 46.134 of the Escambia County Code of Ordinances;
 - C. Authorize the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and
 - D. Authorize the Chairman to sign all documents related to the sale.

Approved 5-0



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3192	County Administrator's Report 10. 12.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Amendment #1 to Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.
From:	Keith Wilkins, REP, Department Director
Organization:	Community & Environment
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Amendment #1 to Emergency Shelter Grant Agreement with</u> <u>Loaves and Fishes Soup Kitchen, Inc. - Keith Wilkins, REP, Community & Environment</u> <u>Department Director</u>

That the Board take the following action concerning Amendment #1 to the Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. (Loaves and Fishes):

A. Approve Amendment #1 to the Emergency Shelter Grant Agreement with Loaves and Fishes Soup Kitchen, Inc., to incorporate additional funding of \$23,115 (increasing the total funding from \$87,020 to \$110,135) to support required equipment replacement and associated costs for the Loaves and Fishes Emergency Shelter Facility for homeless families with children located at 257 East Lee Street, Pensacola, Florida; and

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

[Funding: Fund 124, Affordable Housing-Community Development, Cost Center 220406]

BACKGROUND:

The Emergency Shelter Grant Agreement with Loaves and Fishes was approved by the Board on October 20, 2011 providing Emergency Shelter Grant (ESG) funds to partially support costs of operating and maintaining the Loaves and Fishes emergency shelter facility for homeless families with children that is located at 257 East lee Street, Pensacola, Florida (see Exhibit I for Board action resume). The original Agreement provided \$87,020.00 in 2011 HUD ESG funds for this purpose. Subsequently, as a result of equipment failure, Loaves and Fishes determined that all of the HVAC and hot water systems serving the subject facility had to be replaced at a cost of \$23,115 (including 5 independent air conditioning units for the individual emergency shelter units; a 15 ton central HVAC system to serve the balance of the facility, including the congregate feeding and office areas; and a commercial hot water also serving the entire facility). Due to the critical nature of the services provided by Loaves and Fishes for homeless families with children, a portion of the available ESG funds were used to immediately support these costs. Since the original ESG funds were budgeted to support operational costs of the facility, the intent of this recommendation is to effectively replace the funds, in a like amount, by amending the existing

Agreement in order to maintain operational support for the facility. Amendment #1 will increase the Agreement by \$23,115 (see Exhibit II for a copy of Amendment #1). Annually, Loaves and Fishes will serve in excess of 175 homeless families, including over 200 children, through the Lee Street facility.

BUDGETARY IMPACT:

The funds are budgeted in Fund 124, Cost Center 220406.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment between Loaves and Fishes and the County must be approved by the Board to incorporate the additional funding.

IMPLEMENTATION/COORDINATION:

Oversight will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI). NEFI will work closely with Loaves and Fishes to manage the agreement and expenses related thereto. All parties are aware of the approval schedule for this recommendation.

Attachments

<u>Exhibit I</u> Exhibit II

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-18. <u>Approval of Various Consent Agenda Items</u> Continued
 - 8. Continued...
 - C. Authorizing the Chairman to sign all documents related to the sale.
 - 9. Taking the following action concerning the 2011/2012 Emergency Shelter Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc. (Funding: Fund 110, Other Grants and Projects/ESG, Cost Center 220561):
 - A. Approving an Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of \$87,020, to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street; and
 - B. Authorizing the Chairman or Vice Chairman to execute the subject Agreement and all related documents required to complete the project.
 - 10. Taking the following action concerning the 2011/2012 Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc. (Funding: Fund 129/CDBG, Cost Center 220439):
 - A. Approving the Agreement with the Council on Aging of West Florida, Inc., in the amount of \$47,000, for continuation of the Rural Elderly Assistance Program for the 2011-2012 Fiscal Year; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and related documents necessary to implement the project.

AMENDMENT #1 EMERGENCY SHELTER GRANT AGREEMENT

THIS AMENDMENT is made and entered into this ______ day of ______, 2012, by and between LOAVES AND FISHES SOUP KITCHEN, INC., a Florida non-profit corporation, hereinafter referred to as "Loaves and Fishes"; and ESCAMBIA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", for the purpose of providing Emergency Shelter Grant Program ("ESGP") and affordable housing funds to partially support operating costs of the Loaves and Fishes Homeless Center.

WITNESSETH:

WHEREAS, the County has been designated to receive formula funding under the U.S. Department of Housing and Urban Development's Emergency Shelter Grant Program, hereinafter referred to as "ESGP", and related affordable housing programs, and

WHEREAS, the County desires to commit additional funds to programs or agencies directly impacting upon the homeless dilemma, especially with regard to homeless families, and

WHEREAS, Loaves and Fishes has a history of assistance to homeless families with children, and

WHEREAS, Loaves and Fishes operates a homeless center on a continuous basis for the less fortunate, and

WHEREAS, the County and Loaves and Fishes now wish to amend the original Emergency Shelter Grant Agreement dated October 20, 2011 to incorporate additional funding support from affordable housing revenues.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Loaves and Fishes hereby agree to amend the Emergency Shelter Grant Agreement dated October 20, 2011, as follows:

1. **ARTICLE II, Section 2.0** of the Emergency Shelter Grant Agreement dated October 20, 2011, is hereby amended to read as follows:

2.0 ARTICLE II, Section 2.0 of the Agreement is hereby amended to increase the funding provided through the Agreement from **\$87,020.00 to \$110,135.00** to reflect affordable housing funding to be provided from Fund 124 in addition to the original ESGP support and to make corresponding revisions to **Exhibit A** of the Agreement.

2. **Exhibit A** of the October 20, 2011 Agreement, as attached, is hereby amended to reflect additional funding of \$23,115.00 to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.

1

3. All other provisions of the original Agreement dated October 20, 2011 and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

4. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: ____

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

BCC Approved: ______, 2012

Ву: _____

Deputy Clerk

(SEAL)

Escambia County Legal Department Approval:

This document approved as to f	orm
and legal sufficiency.	
By: Australian	and the second
Title:	
Date: 8/3///2	

LOAVES AND FISHES SOUP KITCHEN, INC., a not for profit corporation organized under the laws of the State of Florida

By:______ Rick Humphreys, Executive Director WITNESSED: ______ Print Name:______ Print Name:______

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Rick Humphreys, Executive Director of Loaves and Fishes Soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who

____ is/are personally known to me.

produced current Florida driver's license as identification.

produced current ______as identification.

Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

EXHIBIT A

PROJECT BUDGET

(REVISED: _____, 2012)

Loaves and Fishes Soup Kitchen, Inc. Emergency Shelter Grant Program 2011-2012 ESG

PROPOSED NEW BUDGET

Item Category	Contract Amount
Utility Costs (electricity,water, gas,sewer,garbage, phone)	57,069.00
Transportation Costs (gas,oil,vehicle/maintenance, vehicle insurance)	7,701.00
Facility Insurance Coverage (liability, property)	12,500.00
Worker's Compensation Insurance (Required)	0.00
Audit (Required for Grant)	3,250.00
Equipment	23,115.00
Furnishings for Parent Child Center and Homeless Shelter (chairs, tables, storage cabinets, lamps, highchairs, etc.)	0.00
Miscellaneous Items (food, kitchen supplies, cleaning supplies, shelter maintenance, personal care supplies, etc.)	6500.00
Totals	110,135.00

Current ESG Budget:	87,020.00
Proposed ESG Budget:	<u>110,135.00</u>
ADDITIONAL FUNDING	+ 23,115.00



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3126	County Administrator's Report 10. 13.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Approval to Issue Fiscal Year 2012/2013 Purchase Orders in Excess of \$50,000
From:	Mike Weaver, Department Director
Organization:	Public Safety
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department for Fiscal Year 2012-2013.

BACKGROUND:

Issuance of these purchase orders during the first week of October 2012 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2012/2013 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2012/2013 budget at the last public hearing scheduled for September 25, 2012.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue purchase requisitions as soon as is possible on or after October 1, 2012, in accordance with the adopted FY 2012/2013 budget.

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Attachments
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<u>PS FY13 POs >\$50K</u>

PUBLIC SAFETY DEPARTMENT PURCHASE ORDERS IN EXCESS OF \$50,000 – FISCAL YEAR 2012-2013

Vendor 1.AT&T Vendor Number: 010542 9-1-1 Communications Fund: 145 (E-911 Operations) Cost Center: 330404	Amount \$230,000	Contract Number
2.Atmore Ambulance Vendor Number: 014605 Walnut Hill Ambulance Support Fund: 408 (EMS) Cost Center: 330302	\$90,000	36-Month Agreement approved by Board 01/21/2010
3.Bennett Fire Products Vendor Number: 023109 Personal Protective Fire Gear Fund: 143 (Fire Protection) Cost Center: 330206	\$250,000	PD 07-08.129, term extended
4.Bosso's Uniform Company, Inc. Vendor Number: 025101 Firefighter Uniforms Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	PD 10-11.048
5.Bound Tree Medical Vendor Number: 02153 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$100,000	PD 09-10.055
6.City of Pensacola Vendor Number: 406544 Support of 9-1-1 PS Telecommunicators Fund: 145 (E-911 Operations) Cost Center: 330404	\$260,000	Agreement with Automatic Annual Renewal, as amended, Approved by Board 1/23/1996
7.Enroute Emergency Systems, LLC Vendor Number: 051172 Maintenance/Support of CAD System Fund: 001 (General) Cost Center: 330403	\$51,000	

Amount C	Contract	Number
----------	----------	--------

Vendor 8.Henry Schein, Inc. (Matrx Medical) Vendor Number: 131760 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302		Contract Number PD 09-10.055
9.Howell's Truck & Giant Tire Service, Inc. Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$75,000	
10.Howell's Truck & Giant Tire Service, Inc. Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 408 (EMS) Cost Center: 330302	\$50,000	
11.Moore Medical, LLC Vendor Number: 134711 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	\$80,000	PD 09-10.055
12.Physio-Control, Inc. Vendor Number 164035 AED & LifePak Accessories and Supplies Fund: 408 (EMS) Cost Center: 330302	\$57,000	NASPO-OK Contract SW300
13.Physio-Control, Inc. Vendor Number 164035 AED & LifePak Repair and Maintenance Fund: 408 (EMS) Cost Center: 330302	\$53,000	
 14.Preferred Governmental Insurance Trust Vendor Number: 164977 Workers Compensation for Volunteer FF Fund: 143 (Fire Protection) Cost Center: 330206 	\$100,000	
15.Sunbelt Fire, Inc. Vendor Number: 195886 Vehicle Maintenance Fund: 143 (Fire Protection) Cost Center: 330206	\$250,000	PD 11-12.006

Public Safety Department FY2012-2013 P.O.s >\$50K

Vendor

Amount	Contract	Number
--------	----------	--------

16.Ten-8 Fire Equipment, Inc. Vendor Number: 200935 Firefighting Equipment Fund: 143 (Fire Protection) Cost Center: 330206	\$100,000	PD 07-08.129, term Extended
17.Ward International Trucks, LLC Vendor Number: 230580 Fire Apparatus Repair Fund: 143 (Fire Protection) Cost Center: 330206	\$80,000	
18.Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	\$190,000	
19.Whitman & Whitman, Inc. Vendor Number: 232613 Insurance Fund: 143 (Fire Protection) Cost Center: 330206	\$320,000	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3167		County Administrator's Report	10. 14.
BCC Regular Meeting		Budget & Finance 0	Consent
Meeting Date:	09/17/2012		
Issue:	Florida Department of Healt County Grant Application	n, Bureau of Emergency Medical Se	rvices, EMS
From:	Mike Weaver, Department D	Virector	
Organization:	Public Safety		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS County Grant Application for Fiscal Year 2011/2012, in the amount of \$36,156, which is 45 percent of the funds this County deposited in the State EMS Trust Fund, for the period July 1, 2011, through June 30, 2012:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the EMS Trust Fund, as the Escambia County Emergency Medical Services' Award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign the EMS Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects, Revenue Account 334221, Cost Center 330318]

BACKGROUND:

The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. In July, the DOHEMS announced that the completed application for the annual grant must be received by 5:00 p.m., EDST, on October 19, 2012. The award sum of \$36,156 is forty-five percent of the funds Escambia County deposited into the state EMS Trust Fund for traffic fine surcharges as specified in Section 401.113(1), F.S., for the period July 1, 2011, through June 30, 2012.

The funds are made available to improve and expand pre-hospital EMS systems in the county and the following, requested for purchase by the grant application, meet these requirements: PPE in the form of carbon monoxide monitors (30) and reflective rain gear (20); I.O. obese needles (20); paramedic critical care course (3); AEDs (12); and, a mass casualty deployment tent.

BUDGETARY IMPACT:

The Florida Department of Health, Bureau of Emergency Medical Services, EMS County Grant award will have a positive financial impact for Escambia County Emergency Medical Services. This award will increase funds available to EMS for the express purpose of improving pre-hospital patient care in Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed these documents and approved them as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's grant application policy.

IMPLEMENTATION/COORDINATION:

Trisha Pohlmann, Public Safety Business Operations Manager, will oversee implementation of this grant.

Attachments

EMS Awards Grant Reso and App

RESOLUTION R2012-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS CERTIFYING CERTAIN MONIES RECEIVED FOR USE IN FISCAL YEAR 2012/2013 FROM THE STATE OF FLORIDA EMS TRUST FUND, AS THE ESCAMBIA COUNTY EMERGENCY MEDICAL SERVICES' AWARD, SHALL BE USED TO IMPROVE AND EXPAND THE COUNTY'S PRE-HOSPITAL EMS SYSTEM; PROVIDING SUCH MONIES SHALL NOT SUPPLANT EXISTING BUDGET ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1984, the Florida Legislature established an EMS Trust Fund pursuant to passage of Chapter 85-167, Laws of Florida; and

WHEREAS, Escambia County has been the recipient of these critical funds received from motor vehicle fines earmarked for the County's EMS Trust Fund for over a decade; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety and general welfare of the residents of Escambia County that this resolution shall be enacted in accordance with Chapter 10D-95, Florida Administrative Code.

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

Section 1. That the above whereas clauses are true and incorporated by reference herein.

Section 2. That pursuant to the requirements of Florida law, the Board of County Commissioners hereby certifies that the monies received from the EMS Trust Fund, as the Escambia County Emergency Medical Services' award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner.

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

By:

ADOPTED this _____ day of ______, 2012.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Wilson B. Robertson, Chairman

By: ____

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficience 12.00 Title: Date:

EMS County Grant Application

FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services

Complete all items

ID. Code (The S	State Bureau of EMS will assign the ID Code - leave this blank) C		
1. County Name:	Escambia County		
Business Address:	PO Box 1591	•]
	Pensacola, FL 32597-1591		
		· · ·	·
Telephone	: 850-595-4000		
Federal Tax	ID Number (Nine Digit Number). VF 59-6000598		
2. Certification: (The	applicant signatory who has authority to sign contracts, grants, and other legal]
	inty) I certify that all information and data in this EMS county grant application and		
	ie and correct. My signature acknowledges and assures that the County shall		
	conditions outlined in the Florida EMS County Grant Application.		
Signature			
	ame: Wilson B. Robertson	ATTEST:	Ernie Lee Magaha
	itle: Chairman, Escambia County Board of County Commissioners		Clerk of the Circuit Court
L			1
3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has]
responsibility for the in	nplementation of the grant activities. This person is authorized to sign project		Deputy Clerk
reports and may requ	est project changes. The signer and the contact person may be the same.)		
Name: Ti	isha Pohlmann BCC A	pproved:	
Position T	itle: Public Safety Business Operations Manager		
Address:	6575 North "W" Street		
	Pensacola, FL 32505		
Telephone	e: 850-471-6425 Fax Number: 850-471-6455		
E-mail Ad	dress: trisha_pohlmann@myescambia.com		
			1
	h a current resolution from the Board of County Commissioners certifying the gran	t	
4	I expand the county pre-hospital EMS system and will not be used to supplant		
current levels of coun	y expenditures.		
5. Budget: Complete	a budget page(s) for each organization to which you shall provide funds.		
List the organization(s) below: (Use additional pages if necessary)		
Escambia County Er	nergency Medical Services		
		· . · · · · · · · · · · · · · · · · · ·	
DH Form 1684, December	2008 64J-1.015, F.A.C.		

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This document approved as to form and legal sufficiency By Title Date

BUDGET PAGE

A. Salaries and Benefits

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
	· · · · · · · · · · · · · · · · · · ·
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	\$0.00

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature <u>excluding</u> expenditures classified as operating capital outlay. (see next category).

List the item and, if applicable, the quantity	Amount		
1) PPE - Carbon Monoxide Monitors - 30 each	\$8,250.00		
2) PPE - Rain gear (jacket w/hood and pants w/reflective tape on both			
pieces) - 20 sets	\$1,800.00		
3) Medical Specialty I.O. Obese Needles - 20 each	\$2,500.00		
4) Paramedic Critical Care Course - 3 each	\$2,700.00		
TOTAL	\$15,250.00		

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
5) Medtronic LivePak CR Plus (AED) - 12 each	\$13,740.00
6) Mass Casulaty Deployment Tent - 1 each	\$7,166.00
	· · · · · · · · · · · · · · · · · · ·
TOTAL	\$20,906.00
Grand Total	\$36,156.00

REQUE	Florida Department of EMS Grant Progra EST FOR GRANT FUND	m			
In accordance with the provisions requests an EMS grant fund distrit pre-hospital EMS.	of Section 401.113(2)(b),	F.S., the undersig		ı of	
DOH Remit Payment To: Name of Agency:	Escambia County EMS	;			
Mailing Address:	221 Palafox Place, Sui	te 400			
	Pensacola, FL 32502-5				
Federal Identification n	umber <u>VF-59-6000</u>	1598			
	Signature		Date	ATTEST:	Ernie Lee Magaha Clerk of the Circuit Court
<u>Wilson B. Robertson, C</u>	<u>hairman, Escambia Count</u> Type Name		Commissione	ers	
Sign and r	return this page with your	application to:		BCC Approve	Deputy Clerk
	Florida Department of H BEMS Grant Progra 4052 Bald Cypress Way, Tallahassee, Florida 3239	m Bin <u>C</u> 18			
Do not write below this line. Fo	or use by Bureau of Emerg	ency Medical Servi	ces personne	el only.	
Grant Amount For State To Pay:	\$	Gra	nt ID Code:		
Approved By:Signature of Signature of	EMS Grant Officer		Date	·	с
State Fiscal Year:					
<u>Organization Code</u> <u>E.O.</u> 64-42-10-00-000		<u>Object Code</u> 750000			
Federal Tax ID: VF					, ,
Grant Beginning Date:	Gran	t Ending Date:	,		

DH Form 1684, December 2008

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This document approved as to form and legal sufficiency By Title Date

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3171	County Administrator's Report 10. 15.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Purchase Orders over \$50,000 for Fiscal Year 2012-2013
From:	Marilyn D. Wesley, Department Director
Organization:	Community Affairs
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Issuance of Purchase Orders over \$50,000 for Fiscal Year 2012-2013 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements for Fiscal Year 2012-2013, as follows:

	Vendor	<u>Amount</u>	<u>Contract</u> <u>Number</u>
Α.	Merritt Veterinary Supply	\$ 60,000	
	Animal Care, Medical Supplies, and Equipment		
	Vendor Number: 133193		
	Funding: Fund 001, General Fund, and Fund 101, Escambia County Restricted		
	Cost Center: 320501, Animal Services Administration, and 320502, Animal Services License Fees		
В.	TESI Staffing and Employment Screening	\$ 100,000	
	Long Term Temporary Staffing Needs		PD11-12.035
	Vendor Number: 200955		
	Funding: Fund 001, General Fund, and Fund 101, Escambia County Restricted		
	Cost Center: 320501, Animal Services Administration, and 320502, Animal Services License Fees		

[Funding Source: Funding is available in the specified Cost Center(s) for each Purchase Order.]

BACKGROUND:

The Department of Community Affairs has purchase orders that over the course of a fiscal year may exceed \$50,000. The issuance of these purchase orders during October 2012 is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding is available in the specified cost center(s) for each purchase order noted above.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy, via Escambia County Code of Ordinances Chapter 46 Article II, Section 46-64, requires Board approval of contracts and/or awards in the amount of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will coordinate with the Office of Purchasing on the issuance of these purchase orders.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-2981 BCC Regular M	County Administrator's Report 10. 16. Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Long-Term Service Agreement between Closure Turf, LLC and Escambia County for Saufley Landfill Closure Project
From:	Patrick T. Johnson
Organization:	Solid Waste
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the ClosureTurf Long-Term Service Agreement between Escambia County and ClosureTurf, LLC, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project:

A. Approve and authorize the County Administrator to sign the Long-Term Service Agreement between Escambia County and ClosureTurf, LLC, in accordance with the Florida Department of Environmental Protection (FDEP) Approval of Alternate Procedures Case No. SWAP10-2; and

B. Approve a Purchase Order to ClosureTurf, LLC, in the amount of \$125,000, for Saufley Landfill final cover ballast sand infill maintenance, and Surety Bond, in accordance with the ClosureTurf Long-Term Service Agreement.

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230316, Object Code 56301]

BACKGROUND:

On April 17, 2012, the Board of County Commissioners voted to approve and authorize the County Administrator to execute a Purchase Order to Agru America, Inc., for the owner-direct purchase of final cover material for the Saufley Field Landfill Closure and Stormwater Improvement Project. Closure Turf, LLC is responsible for providing the labor and equipment to perform the ballast sand infill maintenance/repair, and to furnish a Surety Bond for the performance of the final cover, in compliance with the Closure Turf Long-Term Service Agreement and in accordance with FDEP Approval of Alternate Procedure Case No. SWAP 10-2.

BUDGETARY IMPACT:

Funding is available in Fund 401, "Solid Waste", Cost Center 230316, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Closure Turf Long-Term Service Agreement has been reviewed and approved by Kristin Hual, County Attorney's Office, for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F.S. 255-20.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>Closure Turf Agreement</u> <u>FDEP Alternate Procedures Approval Saufley</u> <u>BCC Approval Agru America</u>

ClosureTurfTM

LONG-TERM SERVICE AGREEMENT

1.0 <u>AGREEMENT</u>

ClosureTurf LLC, a Georgia limited liability company ("Company"), hereby agrees to provide to Escambia County the services provided in this Agreement for the ClosureTurfTM landfill cover products at Saufley Field Road C&DD Landfill Closure Project, further described in the Florida Department of Environmental Protection (FDEP) Approval of Alternate Procedures Case No. SWAP10-2. This Agreement is specific and limited to the terms of coverage, performance conditions, specifications, limitations, inspections, claims, and remedies set forth herein. This Agreement applies only to the ClosureTurfTM landfill products. For reference, the individual product components and acceptable variations meeting the requirements as specified by Company, are noted below:

- (1) **Geomembrane**: The lower geomembrane shall consist of Agru 50-mil LLPDE Super Gripnet geomembrane meeting requirements of the material specifications included in Attachment A and shall be structured to provide for drainage on top and high friction spikes below. The membrane shall be installed in conformance with the material manufacturer instructions. The geomembrane shall be continuously welded in accordance with the manufacturer specifications.
- (2) Synthetic Turf: The synthetic turf shall consist of artificial grass composed of green polyethylene fibers with a length of 2 2.5 inches tufted (pile height 1.25 inches) into two layers of woven geotextiles backing meeting requirements of the material specifications included in Attachment A.
- (3) **Ballast Sand Infill:** The sand aggregate to be used shall consist of highly permeable silica sand with a well-graded cumulative particle-size distribution curve meeting the gradation requirements of the material specifications included in Attachment A. Variations including mixing in cement or pozzolonic material with the sand (i.e. HydroBinderTM component of HydroTurfTM see specifications provided in Attachment A) are also covered by this Agreement.

2.0 AGREEMENT PERIOD

The applicable Agreement period of 30 years begins when Escambia County accepts ownership of the ClosureTurfTM installation (the "Agreement Period"), products supplied by Company have been paid for in full, and the Warranty and the Ballast Sand Infill Replacement Services Purchase Order have been executed by all parties and associated costs have been paid by Escambia County. Escambia County will be deemed to accept ownership of the ClosureTurfTM installation when Company provides written acknowledgement that Company has received the Construction Quality Assurance report(s) that document the completion of the installation and required third-part observations and installation testing and FDEP has acknowledged to Escambia County the official date of closing in writing. Escambia County is responsible for obtaining approvals from FDEP for installing the landfill cover products.

3.0 TERMS OF COVERAGE

Subject to the terms, conditions, and limitations contained in this Agreement, Company warrants to Escambia County (the "Warranty") that during the Agreement Period the ClosureTurfTM landfill cover products will maintain stability, tensile strength, ballast sand infill embedment, and installation position for its intended use as a landfill cover system in compliance with the performance conditions and limitations set forth in Sections 3.1 and 3.2 below (collectively, the "Performance Conditions").

Escambia County warrants that all materials, equipment, installation, placement, seaming, repairing, and anchoring of the product shall be in accordance with manufacturer's specifications (Attachment B), testing procedures, and construction quality assurance plan (Attachment C). Repair and remedy of installation defects shall be the responsibility of the Contractor in accordance with the Contractor's Warranty.

3.1. PERFORMANCE CONDITIONS

The terms of coverage of this Agreement are that ClosureTurfTM shall perform as a landfill cover meeting the requirements of the FDEP-approved Closure Plan and the performance conditions listed below:

3.1.1. <u>ClosureTurfTM Will Retain Strength and Stability</u>

ClosureTurfTM components shall be deemed to have maintained their required tensile strength and stability when:

- The green yarns of the synthetic turf grass maintains its tensile strength to be greater than 25% of the minimum required value in accordance with ASTM D 2256, as shown in the Material Specifications (Attachment A).
- The synthetic turf maintains an average yarn count of 4000 in accordance with ASTM D1907, as shown in the Material Specifications (Attachment A).
- The geotextile backing maintains its tensile strength to be greater than 25% of the minimum required value in accordance with ASTM D4595, as shown in the Material Specifications (Attachment A).
- The structured geomembrane maintains its tensile strength and elongation properties to be greater than 50% of the minimum required values in accordance with ASTM D6693 as shown in the Material Specifications (Attachment A).

• The structured geomembrane maintains its tear resistance properties to be greater than 50% of the minimum required values in accordance with ASTM D1004 as shown in the Material Specification (Attachment A).

3.1.2. Ballast Sand Will Retain Embedment and Stability

ClosureTurfTM will be deemed to have maintained its ballast sand infill embedment and stability if the average thickness of the ballast sand is one quarter of an inch over a selected landfill inspection area (no less than one acre) and no 1000 square foot area shall be absent of infill sand allowing the woven geotextile to be visible.

3.1.3. Product Components Will Remain In Place

The product components will remain in place to the limits of construction reflected in the Record Drawing plans and project construction documents. The criteria for determining if the material has remained in place are: (1) the Synthetic Turf component shall not move or shift to expose the underlying structured geomembrane; and (2) the geomembrane shall not move or shift to expose the underlying soil or waste.

3.2. PERFORMANCE LIMITATIONS

This Agreement does not apply (i) if ClosureTurfTM is used for any application other than landfill cover system without prior specific approval by Company, (ii) to any damage caused during or on account of improper installation or repairs by non-certified ClosureTurfTM installers, or (iii) to the extent that any defect or damage is caused by:

- (a) Burns, cuts, vandalism, abuse, negligence, or neglect;
- (b) Modifications to the stormwater conveyance systems after installation not approved by Company;
- (c) Sustained wind as recorded by the National Weather Service (NWS) recording station at the Pensacola Regional Airport (<u>http://www.weather.gov/obhistory/KPNS.html</u>) in excess of 120 mph for more than 1 hour.
- (d) Peak wind as recorded by the National Weather Service (NWS) recording station at the Pensacola Regional Airport (<u>http://www.weather.gov/obhistory/KPNS.html</u>) in excess of 150 mph;
- (e) Rainfall as recorded by the NWS recording station at the Pensacola Regional Airport (<u>http://www.weather.gov/obhistory/KPNS.html</u>) in excess of 5 inches per hour;
- (f) Flooding outside the limits of the stormwater structures at the site;

- (g) The surface being used for a purpose other than that for which it was designed and installed;
- (h) Application of chemicals outside the design tolerances of the product components of ClosureTurfTM;
- (i) Failure to properly limit vehicle traffic over ClosureTurfTM other than for maintenance and inspection; and
- (j) Failure to limit vehicle traffic over ClosureTurfTM to less than 1 average trip per week.
- (k) Damage resulting from incorrect handling, storage and deployment or installation that does not meet the requirements of the project's Construction Quality Assurance Plan (Attachment C) regardless of the time of discovery.
- (1) All acts of God not covered in this agreement, or any other acts beyond the reasonable control of Company.

4.0 ONE-YEAR COMPLIANCE PERIOD

The first year of installation shall be a period of compliance review allowing observation of the installation performance. During the first year of closure, Escambia County shall perform quarterly inspections and investigate unusual conditions at Escambia County's expense. Escambia County shall provide inspection reports to Company. Areas that show ballast sand infill loss or unusual wear of the ClosureTurfTM product components shall be documented and repaired immediately by the Contractor under the conditions of the Contractor's Warranty or by Escambia County. Company shall provide repair materials at cost upon request by Escambia County. Installation of HydroTurfTM shall be an acceptable repair.

5.0 **INSPECTIONS**

Inspections will be conducted by Escambia County at Escambia County's expense during the Agreement Period. Inspections will occur annually and when necessary to investigate unusual conditions. Inspections will include visual observations, sand-thickness measurements, and sampling and testing of the ClosureTurfTM product components. Testing shall be performed by a Geosynthetic Institute (GSI) accredited laboratory (<u>http://www.geosynthetic-institute.org/gai/lab.htm</u>). Results of the inspections (including testing showing failure as defined in Section 3.0) conducted by Escambia County will be the basis for determination of liability and claims under this Agreement.

5.1 INSPECTION SCHEDULE

Escambia County may conduct inspections at any time. ClosureTurfTM product component samples may be taken by Escambia County for strength testing based on Escambia County's

visual observations. Conforming sample locations shall be repaired by Escambia County by a certified $ClosureTurf^{TM}$ installer.

5.2 INSPECTION PROCEDURES

Escambia County or Escambia County's agents will inspect ClosureTurfTM landfill cover products. The inspection will include (1) documenting general site conditions observed by conducting a walk-through of the site, (2) measuring ballast sand infill thickness, (3) sampling and testing of the product components, and (4) reporting the results to Company. Inspection procedures are listed in this Section 5.2 and 5.3 below in terms of the Warranty performance conditions.

Sampling and testing will be performed based only on visual indication of change or loss of strength.

5.2.1 Strength and Stability

Inspections may include sampling and testing product components for strength and stability. Where Escambia County observes any change in condition of the product components, a test sample of the product may be removed from the landfill cover system for laboratory strength testing in accordance with the requirements listed in Attachment A.

The testing laboratory will be selected by Escambia County and shall be a GSI accredited laboratory (<u>http://www.geosynthetic-institute.org/gai/lab.htm</u>). The tests will be paid for by Escambia County. The sample locations will be repaired by a certified ClosureTurfTM installer at Escambia County's expense. Repairs shall meet the specification requirements (Attachments A and B). Repairs of sample locations shall not void this Agreement or the Performance Conditions.

If the tests results are below the Performance Conditions then Escambia County may make a claim under this Agreement and Company shall repair or replace the ClosureTurf[™] landfill cover products in accordance with Sections 6.2 or 6.3 below.

5.2.2 Ballast Sand Embedment and Stability

Inspections will include measurement of ballast sand infill. Escambia County will measure and record the thickness of the ballast sand infill at a minimum of 20 locations per selected landfill inspection area of no less than one acre. The inspection area(s) will be determined by Escambia County based on visual observations of wear, weathering, or other change in conditions. The inspection area will not be less than one acre. Escambia County will choose the thickness measurement locations within the inspection areas. The thickness measurement locations will be recorded by a hand-held Global Positioning System device or by measurements from known markers and recorded on a site plan.

If the average thickness of ballast sand infill of each inspection area is less than 0.25 inch or if any approximately 1000 square foot inspection area has no ballast sand infill, then Escambia County may make a claim under this Agreement and Company shall repair or replace the Ballast Sand Infill in accordance with Sections 6.2 or 6.3 below.

5.2.3 Product Components

Inspections will include visual observations of the landfill cover system surface to observe damage, displacement, or movement. Locations of damage, displacement, or movement will be documented by Escambia County by a hand-held Global Positioning System device or by measurements from known markers and recorded on a site plan.

If the synthetic turf has been damaged, displaced, or moved allowing the geomembrane to be exposed, Escambia County will sample and test the exposed geomembrane. The exposed geomembrane will be sampled and tested at the discretion of the County to determine the strength and stability as listed in Attachment A.

The testing laboratory will be selected by Escambia County and shall be a GSI accredited laboratory (<u>http://www.geosynthetic-institute.org/gai/lab.htm</u>). The tests will be paid for by Escambia County. Escambia County may choose to select additional samples of ClosureTurfTM product components at anytime for laboratory testing. The sample locations will be repaired by a certified ClosureTurfTM installer at Escambia County's expense. Repairs of sample locations shall not void this Agreement or the Performance Conditions.

If the test results are below the required test values listed above, then Escambia County may make a claim under this Agreement and Company shall repair or replace the ClosureTurf[™] landfill cover products in accordance with Sections 6.2 or 6.3 below.

5.3 COMPANY INSPECTION SCHEDULE

Company may conduct independent inspections and may be present during inspections by Escambia County. Company shall notify Escambia County a minimum of two weeks before scheduling an independent inspection of the ClosureTurf[™] landfill cover system and product components. Company shall immediately report inspection results to Escambia County. Escambia County's inspections shall be the basis of claims. A claim may be reviewed based on the results of the Company's retest as described below.

If an inspection test performed in accordance with Section 5.0 fails, Company may conduct independent sampling and testing at Company's expense. Sample locations selected by Company will be repaired by Company at Company's expense. Sample location repairs shall be performed by a certified ClosureTurfTM installer meeting requirements of Attachments A and B and shall be certified in writing by Company. Sample location repairs performed by Company or Company's agents shall not void this Agreement or the Performance Conditions. Company shall document all sampling procedures, sampling locations, testing procedures, testing results, sample

location repairs, repair procedures, and repair locations. If there is a discrepancy between Escambia County test results and Company test results, Company may have additional verification testing performed by the GSI laboratory or Company may verify proper calibration of testing equipment at Company's expense. Escambia County shall perform additional testing if testing equipment is shown to be improperly calibrated or conducted in accordance with GSI standards. The properly calibrated GSI test results shall be the basis of claims. Testing shall be completed within 90 days of notice of claim.

6.0 <u>REMEDY</u>

If ClosureTurfTM fails to perform in accordance with the Performance Conditions during the Agreement Period, Company shall provide materials and labor to repair or replace the ClosureTurfTM landfill cover system and the ClosureTurfTM product components as set forth in Sections 6.2 and 6.3 below. Repair and replacement of any portion of the ClosureTurfTM landfill cover system will, upon mutual agreement, be performed directly for Escambia County by a third party installer meeting the material specifications (Attachment A) and installation specifications (Attachment B) and Company shall reimburse Escambia County its related costs for repair and replacement, or Company shall provide such repair and replacement directly. Any installer performing repairs and replacement shall provide a one-year written Warranty to Escambia County for installation. Upon completion of repairs and/or replacement Company shall provide written documentation that installer has completed installation. Repair and replacement of any portion of the ClosureTurfTM landfill cover system and components shall not void this Agreement or the Performance Conditions.

6.1 NOTIFICATION OF CLAIMS

Claims under this Agreement must be submitted in writing within 60 days after discovery of the defect to:

ClosureTurf LLC, Attention: Delaney Lewis 11200 Atlantis Place, Suite E Alpharetta, Georgia 30022

Company shall respond in writing to all claims within 60 days of receiving claims. The response shall include a schedule for Company Inspections in accordance with Section 5.3 and a repair and replacement schedule.

Company shall provide ballast sand infill materials and labor for the 30-year Agreement Period to meet requirements of Sections 6.2 and 6.3 below in accordance with the Ballast Sand Infill Replacement Services purchased by Escambia County for a cost of \$48,000 and agreed to by Company as part of the materials purchase agreement . Escambia County will initially purchase and store on-site 200 CY of sand meeting the project specifications for use by Company as ballast sand infill.

6.2 REPAIR

Company at its sole cost shall repair and replace the ClosureTurfTM landfill cover system or the product components that fail to perform in accordance with this Service Agreement. Escambia County shall approve any area to be repaired and replaced.

Under no circumstances will Company assume liability for consequential damages due to defective geomembrane or incorrect installation.

The area to be repaired shall be defined as the area between the passing samples or measurements as determined by the inspections. Repair and replacement of ClosureTurfTM or acceptable variations shall meet specifications (Attachments A and B) including the following:

- Removing or repairing the failing ClosureTurfTM or product components including geomembrane, geosynthetic turf system, and ballast sand infill.
- Repairing and cleaning geomembrane to meet the requirements of the material specifications.
- Installing new ClosureTurfTM product components in accordance with manufacturer's requirements.
- Seaming and securing ClosureTurfTM to the existing ClosureTurfTM in accordance with the manufacturer's requirements.
- Replacing ballast sand infill and providing confirmation measurements documenting ballast sand infill thickness and showing measurement locations on a site plan.
- Certifying repairs and installations in writing.

6.3 COMPLETE REPLACEMENT

Complete replacement of the ClosureTurfTM landfill cover system or product components shall be required under the conditions listed in Table 1.

Table 1 Complete Replacement Requirements			
Within Time Limit of	Total Repaired or Replaced Net Area		
(years)	(%)	Complete Replacement Requirements	
5	50	FDEP Rule 62-701.600 FAC (2 feet thick cover soil and sod) or with Alternate Procedures approved by FDEP	
10	75	FDEP Rule 62-701.600 FAC (2 feet thick cover soil and sod) or with Alternate Procedures approved by FDEP	

The total repaired or replaced product component areas is calculated as the total sum of repaired or replaced areas as documented by Escambia County during the time limit specified, less any repaired or replaced product component areas which have functioned properly for over one year as a percentage of the total landfill surface area (25 acres). If the total sum of repair and replacement areas documented by Escambia County exceeds the total areas as a percentage of the 25 acre landfill cover area for the project as detailed in Table 1, Company shall provide materials and installation for the complete replacement of the landfill cover products. Any replaced material which functions properly for a period of one year shall not be included in the total sum of repaired or replaced areas used in this Agreement. Company shall have the right to contract for any soil cover required meeting FDEP Rule 62-701.600(3) (g) 2, FAC as a result of a replacement under Section 6.2.

If complete replacement is required within the first 5 years of the closure based on the occurrence of a net 50% repaired or replaced areas, the replacement shall be using a FDEP-prescribed cover system as defined in Rule 62-701.600(3) (g)2, FAC. Company has the option to replace the synthetic turf and replace the ballast sand in-fill with a sand and cement mixture (HydroBinderTM and HydroTurfTM) meeting manufacturer's material and installation specifications (Attachment A). This replacement includes removal of the ClosureTurfTM product components. However, if the structured geomembrane has retained its strength, and it is agreed to by Escambia County, it may be left in-place. If the structured geomembrane is left in-place it shall be covered with a non-woven protection geotextile meeting the manufacturer's requirements for Super Gripnet Geomembrane final cover system (Attachment A). The two-feet of soil cover and sod shall be placed over the geotextile in accordance with manufacturer's specifications. Company shall provide closure certification documents such that Escambia County will be able to obtain closure certification in accordance with the requirements of FDEP Rule 62-701.600(6). Company shall have no financial obligation or performance of post-closure maintenance for closure areas that have been replaced with a FDEP prescribed soil cover.

Between 5 years and 10 years after of closure and the occurrence of a net 75% of repaired or replaced areas, Company shall provide materials and installation for the partial or complete replacement of the final cover using ClosureTurfTM or a FDEP-prescribed cover system, based on Company's choice and approval of Escambia County. Product components shall meet the manufacturer's specified material specifications, installation requirements, and quality assurance plan. Company has the option to replace the synthetic turf and replace the ballast sand in-fill with a sand and cement mixture (HydroBinderTM and HydroTurfTM) meeting manufacturer's material and installation specifications (Attachment A). Company shall provide written documentation that an installer has completed installation and Company shall provide closure certification documents such that Escambia County will be able to obtain closure certification in accordance with FDEP Rule 62-701.600(6). Complete replacement using ClosureTurfTM or HydroTurfTM shall not void this Agreement or the Performance Conditions.

Following 10 years of closure, complete replacement is not required. Company shall continue repair and replacement in accordance with this Service Agreement for the 30-year Agreement period.

6.4 NON-WARRANTY REPAIRS

If failure of the ClosureTurfTM landfill cover system and product components occurs under conditions not covered by this Agreement – repairs will be the responsibility of Escambia County. Repairs will be performed by a certified ClosureTurfTM installer using ClosureTurfTM product components meeting the material and repair specifications (Attachments A and B). Contractor performing repairs and replacement shall provide a one-year written Warranty to Escambia County for installation. Company will be notified of the repairs and Company shall provide written notice of acceptance after inspection. Repairs performed by Escambia County or Escambia County's agents shall not void this Agreement or the Performance Conditions as long as the material and repairs meet the specifications included in Attachments A and B.

7.0 FINANCIAL ASSURANCE

Company and Escambia County shall have a Financial Assurance Agreement (Attachment D) covering the first 10 years of closure to protect Escambia County from risk of Company failing to meet the requirements of this Service Agreement. In addition, Escambia County intends to purchase Ballast Sand Infill Replacement Services from Company that covers ballast sand replacement costs over the total 30-year Service Agreement period. Ballast Sand Infill and acceptable variations provided under this Agreement shall meet the requirements of Attachments A and B.

8.0 **PRODUCT PATENTS**

Company is the owner or licensee of the ClosureTurfTM U.S. Patents and HydroTurfTM patent pending for its waste-site cover-system technology. Except to the extent such infringement is attributable to Escambia County, Company hereby covenants and agrees to indemnify and hold Escambia County, its elected officials and employees, harmless from all claims, demands and/or suits against Escambia County by third parties for actual or alleged infringement of a patent, trademark, copyright or other intellectual property right used in the ClosureTurfTM landfill cover system (collectively, "Claims"). Company agrees to indemnify Escambia County for (i) damages awarded against Escambia County as a result of a Claim, and (ii) Escambia County's court costs and reasonable expenses directly related to defense of a Claim including, without limitation, Escambia County's reasonable attorneys' fees actually incurred in connection therewith. Company's obligations to defend and indemnify Escambia County pursuant to this provision are conditioned upon (a) Escambia County giving Company prompt written notice of a Claim, (b) Escambia County giving Company complete control of and reasonable assistance with the defense and settlement of the Claim, and (c) Escambia County not settling or compromising the Claim without Company's consent, which shall not be unreasonably withheld.

9.0 <u>LIMITATION OF LIABILITY</u>

In no event shall Company be liable, whether in contract or tort (including negligence) or under any other legal theory (including strict liability), for lost profits or revenues; loss of use or similar economic loss; or for indirect, special, incidental, consequential, punitive, or similar damages under this Agreement, even if Company has been advised of the possibility thereof.

10.0 NO OTHER WARRANTIES

This Agreement is Company's sole and exclusive Warranty hereunder. Notwithstanding anything set forth in this Agreement to the contrary, COMPANY MAKES NO WARRANTY THAT THE CLOSURETURF[™] LANDFILL COVER SYSTEM SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES COMPANY MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT FOR THE WARRANTY. Company's liability and Escambia County's exclusive remedies hereunder are hereby limited to the repair and/or replacement of the ClosureTurf[™] landfill cover system as set forth in Section 6.2 and 6.3 above. Escambia County shall be entitled to no other remedies, whether in contract or tort, except as provided herein.

11.0 MODIFICATIONS

This Agreement, together with Escambia County's standard terms and conditions of sale, the manufacturer's installation requirements, material specifications, Quality Assurance Plan, and repair and replacement requirements are the complete, final, and exclusive Agreement of the parties with respect to the quality and performance of the ClosureTurfTM landfill cover system, and any and all representations and warranties concerning the same. None of the provisions of this Agreement may be changed, modified, amended, or supplemented except by a written instrument signed by an authorized representative of both parties hereto.

12.0 <u>WAIVER</u>

No failure or delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by either party hereto preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

13.0 GOVERNING LAW

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by Florida law.

14.0 SEVERABILITY

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If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

15.0 ACCEPTANCE

The foregoing Agreement and Attachments are herby duly accepted and shall become a binding Agreement upon approval.

ACCEPTED BY:

I have read and agree to the terms and conditions of this Agreement:

BY:		
NAME:	Wilson B. Robertson	
TITLE:	Chairman	
DATE:		
APPROVED BY:		
BY: Matul R	Azer	
NAME: Michael R. Ayers	-	
TITLE: President		
TITLE: <u>President</u> DATE <u>8/7/2012</u>		
ATTEST: Emie Lee Magaha Clerk of the Circuit Court		This document approved as to form
Deputy Clerk		and legal sufficiency/ By:
BCC Approved:	-	Title: AGT Date: $8/23/12$
		5 b

ATTACHMENTS

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ATTACHMENT A – MATERIAL SPECIFICATIONS.

ATTACHMENT B – REPAIR AND REPLACEMENT SPECIFICATIONS.

ATTACHMENT C – CONSTRUCTION QUALITY ASSURANCE PLAN

ATTACHMENT D – FINANCIAL ASSURANCE AGREEMENT.

ATTACHMENT A

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MATERIAL SPECIFICATIONS

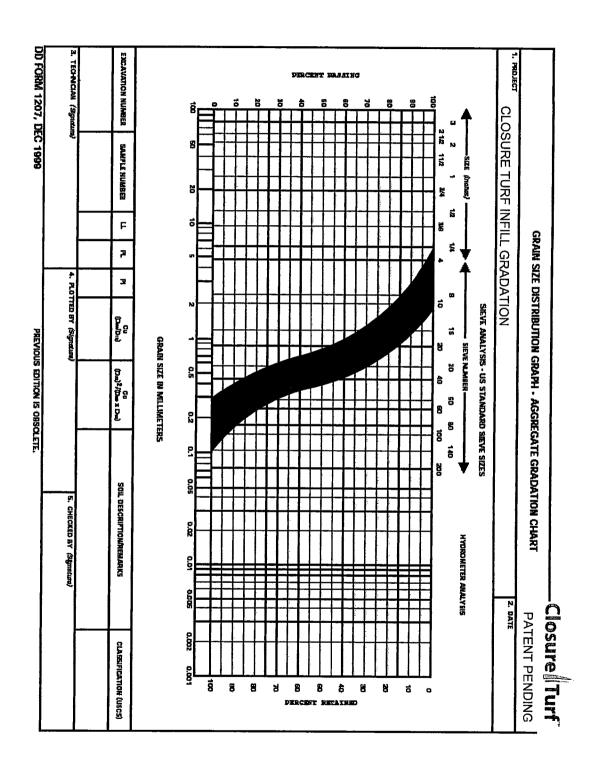
Property (50 mil Super Gripnet)	Test Method	Valu	Values		
Thickness (min. ave.), m3 (mm)	ASTM D5994	50 LLDPE (125)	50 HDPE (1.25)		
Drainage Stud Height (min, ave.), mä (mm)	ASTM D7466	145 (3.68)	145 (3.68)		
Friction Spike Height (min. ave.), mil (mm)	ASTM D7466	175 (4.45)	175 (4.45)		
Density, g/oc	ASTM D792, Method B	0.939 (max.)	0.94 (min.)		
Tensile Properties (ave, both directions)	ASTM D6693, Type N				
Strength @ Yield (min. ave.), ib/in width (N/mm)	2 in/minute	N/A	95 (16.6)		
Strength @ Break (min. ave.), lb/in width (N/mm)	2 in/minute	105 (18.4)	105 (18.4)		
Bongation @ Break (min. ave.), % (GL=2.0in)	5 specimens in each direction	300	200		
Tear Resistance (min. ave.), lbs. (N)	ASTM D1004	30 (133)	38 (169)		
Puncture Resistance (min. ave.), Ibs. (N)	ASTM D4833	55 (245)	80 (356)		
Carbon Black Content (range in %)	ASTM D4218	2-3	2-3		
Carbon Black Dispersion (Category)	ASTM D5596	Only near spherical aggiomerates			
· · ·		for 10 views: 9 views in Cat. 1 or 2, and 1 view in Cat. 3			
Stress Crack Resistance (Single Point NCTL), hours	ASTM D5397, Appendix	NA	300		
Dxidative Induction Time, minutes	ASTM D3895, 200°C, 1 alm Oz	≥100	≥100		
Veit Flow Index, g/10 minutes	ASTM D1238, 190°C, 2.16kg	\$1.0	≤1.0		
Oven Aging	ASTM D5721	60	80		
with HP OIT, (% retained after 90 days)	ASTM D5885, 150°C, 500psi O2				
IV Resistance	GRI GM11	20hr. Cycle @ 75°C/4 hr. dark con	densation @ 60°C		
with HP OIT, (% retained after 1600 hours)	ASTM D5885, 150°C, 500psi O2	35	50		
8% Secant Modulus (max.), Ib/in. (N/mm)	ASTM D5323	3000 (520)	N/A		
AxI-Symmetric Break Resistance Strain, % (min.)	ASTM D5617	30	N/A		

Property' (Turf Component)		Test Met	hod	Values		
Yam count (Denier)		ASTM D 1907		8,000 (min. 7300)		
Tensile Grass @ Break I	bs. (N)	ASTM D2256		20 lbs. (88)	•	
Elongation @ Break %		ASTM D2256		30-80%		
Shrinkage @ 90°C		N/A		N/A		
Tape Thickness (micron)	······	ASTM D3218		100 (Varies	based on opent request)	
Width (mm)		N/A		9±1%		
Coating Temp.		N/A		N/A		
Yam Weight Minimum (g	rams per sq. cm)	ASTM D5261		19 oz./sy (0	.063)	
Double 13/18 Fic Polyba		ASTM D5261		6 oz./sy (0.)	120)	
Product Weight w/o ballas	st (grams per sq. cm)	ASTM D5261		23 oz/sy (0.080)±1%		
Pile Height Minimum (cm))	Varies on client r	aquest	1.25 in. (3.17)		
Tufting Gauge (cm)		N/A	N/A		.75 in, (1.9)±1%	
CBR Puncture		ASTM D6241		650b., Min.		
Tensile Product		ASTM D4595		1,000 85./11.,	Min.	
Transmissivity with under	lying structured geomembrane	ASTM D4716		2.5E-03 m7sec., Min.		
Normal stress 50 psf and	0.33 gradient (m ² /sec)					
Internal Friction of combi	ned components	ASTM D5321		35°, Min.		
UV Resistance & Stability	y. Tensile testing after weathering	ASTM G147 (02)	55% Retained Strength, Min.		
Climate Zone 200W7 m ² 30 ye	sars exposure - accelerated or projected				-	
Sand in-fill Gradation and Ballast		ASTM D 6913		SP/SW at a minimum of .5" thick of source material &		
				ballast weight to be determined	based on site specific conditions.	
Supply Inform	nation (Standard Roll Dir	uensions)		-	•	
Thickness	Thickness mil mm	Width ft m	Length ft n	Area (approx.)	Weight (average)	

THICKNESS	mil	mm	ft	m	ft	ា រដ្ឋបា	ft ²	m ²	lbs	kg
Super Gripnet	50	1.25	23	7	300	91,44	6,900	6 40	2,855	1,300
Turf Component	N¥A	N/A	15	4,6	300	91.44	4,500	418	840	361

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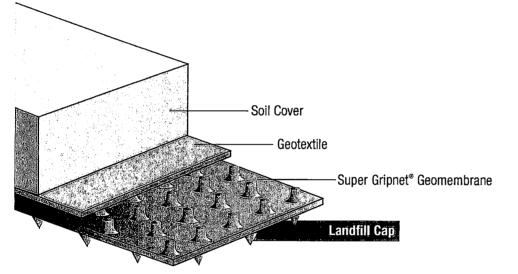
ClosureTurftm 3005 Breckinridge Blvd. Suite 240 Duluth, Georgia 30096 (o) 678-380-6416 (f) 678-380-9171 (m) 770-845-8043 www.ClosureTurf.com



Super Gripnet[®] Geomembrane

Applications for HDPE and LLDPE Agru Super Gripnet[®] include projects where drainage and high interface friction as well as cost savings are critical i.e. landfill caps, landfill slopes and mining reclamation projects. Recent bids for installations have indicated cost savings of over \$3,000.00 per acre with the use of Super Gripnet[®] as a replacement for traditional geocomposite overlying a textured geomembrane.

Agru America's structured geomembranes are manufactured on state-of-the-art manufacturing equipment using a flat cast extrusion manufacturing process as opposed to blown film extrusion. Agru America uses only the highest grade of HDPE and LLDPE resins manufactured in North America. The structured geomembrane is manufactured by a continuous horizontal flat die extrusion into profile rollers. The machined rollers give the product the final structured surface with drainage studs and spikes which are an integral (homogenous) part of the liner and have a smooth edge for on site welding. This process provides a consistent core thickness resulting in higher sheet tensile strength, consistent high profile texturing resulting in higher interface friction capabilities as well as consistent drain capacity.



Interface Shear - Cap Loading Conditions ASTM D 5321

Soil/Grip Liner Surface	P	LD
Coarse Sand	35°	31°
Glacial Till	38°	34°
Silty Sand	28°	26°
Non Woven GT	31°	26°

Soil/Drain Liner Surfac	e with GT	
Coarse Sand	30°	30°

Note: The above values are representative friction angles only. It is recommended that site specific conformance testing be carried out using the actual soils, geosynthetics and loading conditions for a specific project.

P = Maximum or Peak Interface Shear Value in degreesLD = Large Displacement Interface Shear Value in degrees GT = Geotextile





- Combines Drainage with Shear Resistance
- High Water Flow Rate on Top Side
- Spike/Texture Bottom
- Consistent Drain and Structure Pattern
- Combine with Smooth
- Combine with Fabric

US Patent - No. 5.258.217

The machine rollers provide the final structured surface with a 3.6 mm (0.145 in.) high studded drain surface on the top side and 4.4 mm (0.175 in.) high spiked friction surface on the bottom side. The 7 m (23 ft.) wide rolls of finished product include a smooth edge on both sides of the roll for ease of thermal welding in the field. Due to the molded structure, core thickness does not vary as with blown film textured sheet, thus mechanical properties of the sheet are not affected. In addition, the consistent high profile texture insures optimum interface friction characteristics at any point on the sheet surface. The top surface integral drain structure consists of 3.2 mm (0.13 in.) diameter studs 3.6 mm (0.145 in.) in height and spaced on a diamond pattern of 12.5 mm (0.5 in.) spacing. A filter/protection geotextile is required to be placed on the drain profile. The geotextile is heat set on one side (placed against the drain structure) to reduce intrusion into the drain. Large-scale flow rate testing with this configuration, overlying soils and expected normal loads resulted in high planar flow rates.

Super Gripnet[®] Geomembrane

The bottom spiked friction surface with 4.4 mm (0.175 in.) high spikes and patterned texture provides maximum interface friction and high factor of safety against sliding.

Thus, the Super Gripnet[®] Liner is a synthetic drainage media which has decided advantages over conventional geocomposites:

- Cost Savings The drain media and liner are one and installed as one panel
 No waste due to fitting of geocomposite sections or discarding roll ends
- Improved Planar Flow Less reduction for chemical/biological clogging considerations
- Consistent Material Studs and spikes (drainage and friction) totally integrated with the geomembrane
- *High Interface Shear* Exceptional shear resistance between soil & geotextile components allows flexibility and stability during protective cover material placement
- Meets/exceeds Project Requirements Excellent fluid barrier
 - Excellent drainage medium
 - Excellent friction characteristics

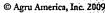
Agru's Super Gripnet[®] geomembrane is a high performance liner system with integrated top surface drainage supplying the functional needs for any project with the added benefit of substantial cost savings.

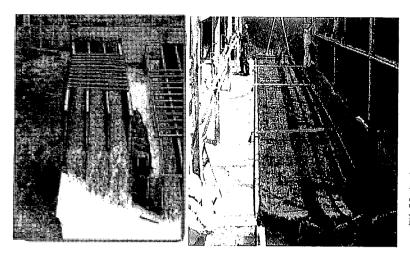
Why specify or use anything else!

Agru has over 20 years experience with Geomembranes and 50 years experience with Thermoplastic Extrusion Agru offers a wide range of concrete protective liners (Sure Grip), pipe fittings and semi-finished materials.

Executive Offices: 500 Garrison Road, Georgetown, SC 29440 Sales Office: 700 Rockmead, Suite 150, Kingwood, TX 77339 email: salesmkg@agruamerica.com 843-546-0600 800-321-1379 F 281-358-4741 800-373-2478 F www.agruamerica.com

Fax: 843-546-0516 Fax: 281-358-5297





Earth Armoring Specifications Guideline Erosion Control Systems

HydroTurf[™] Armoring System

Product Description

HydroTurf is a synthetic turf /grass tufted in a double high strength woven geotextiles configuration over an optional impermeable geomembrane with a proprietary blend of erosion resistant permeable in-fill, a combination of well graded sand and HydroBinder[™]. It provides erosion resistance for ditches, down chutes, canals, streams, levees, lakes and reservoirs. HydroTurf's [™] synthetic turf surface which comes in a variety of colors has a relatively low coefficient of hydraulic friction. The product has an optional impermeable geomembrane, Agru America SuperGripNet[™] (SGN) that protects the soil subgrade against erosion and increasing the system stability.

HydroTurf linings are generally used in lieu of stone riprap or slope paving due to their lower cost, rapid installation, and higher performance. Additionally, HydroTurf[™] can be installed with low impact construction equipment.

1.0 General

- 1.1 Scope of Work: The contractor shall furnish all labor materials, equipment, and incidentals required to perform all operations in connection with the installation of the proposed HydroTurf[™]. The material shall be installed to the lines and grades shown on the contract drawings.
- 1.2 Description: The work shall consist of installing the proprietary (HydroBinder[™]) by positioning it as part of the infill of a synthetic turf similar to that used in the sports arenas. The synthetic turf shall be positioned directly on top of the prepared subgrade or directly above the structured SGN[™] geomembrane, if this option is chosen, as shown on the drawing specifications and cross sections in such a way to form a stable erosion system.

2.0 Material Requirements

- **2.1 Lower Geomembrane (Optional):** The lower geomembrane shall consist of a 50-mil LLDPE or HDPE and shall be structured to provide for drainage on top and high friction spikes below. The membrane shall be installed in conformance with the material manufacturer instructions. In environmental applications, such as cap for landfills or mines, the material shall be welded as per CQA program from the manufacturer specifications. In other applications were welding is not required the liner shall be properly anchored in the ground at the termination ends as shown on the drawings.
- **2.2 Synthetic Turf:** The synthetic turf shall be as specified in HydroTurf as described in the specifications presented and manufactured by ClosureTurf LLC Alpharetta, GA. (770-8458043). The turf shall consist of polyethylene strands/yarns tufted in woven geotextiles as shown in product specifications.
- 2.3 Proprietary infill (HydroBinder[™]) : This proprietary pozzalonic infill product has been developed specifically for the Erosion Control market and extensively tested to meet the shearing associated with high velocity water flow. The mix of HydroBinder[™] and sand shall be totally dry before it is introduced as infill of the geosynthetics grass. Once the infill has been placed and broomed into the turf, then a slow hydration of the infill is required to set the product. HydroBinder[™] is available in pallets (90lb. bags) or 2,000 lb. super sacks to meet whatever the specific job requires. Increased strand length and infill depth along with an increase in the ratio of HydroBinder[™] to sand can significantly increase armoring of system.

3.0 Installation Procedures

- 3.1 Site Preparation: Areas on which HydroTurf[™] are to be placed shall be constructed to the lines, grades, contours and dimensions shown on the contract drawings. Down chutes shall have a minimum 7 ft. flat bottom to accommodate equipment for installation. All obstructions such as roots and projecting stones shall be removed. Excavation and preparation of aprons as well as anchor trenches shall be in accordance with the drawings.
- **3.2 Geomembrane Installation (Optional):** The geomembrane liner shall be deployed and welded in accordance to the manufacturer installation guidelines. The liner should be pulled tight to minimized wrinkles. Large wrinkles or folds will affect the performance of the liner. The liner will stretch in warm or hot weather and contract in cool or cold weather. The lined

area should be walked after deployment to insure that the liner is lying flat in all areas. Sandbags should be spread out across the exposed area to protect against wind damage. At this point the perimeter of the liner should be temporarily secured in the perimeter anchor trenches. Backfilling of the anchor trenches shall be done after the geosynthetics grass is deployed over the geomembrane liner.

- **3.3 Synthetic Turf Installation:** All synthetic grass panels shall be deployed from the top of the slope in a way that the leading edge of the roll stays at the top of the slope with the grass filaments always pointing upwards. All panels seaming operation shall be performed using a 4-inch overlap and fastened with heavy-duty textile stitching machine. A single stitch prayer type seam is usually sufficient to seam the panels using a Nulong sewing machine or equivalent. After sewing the excess flap shall be cut before flipping the panel. Cutting the excess flap will reduce the likelihood of a ridge after flipping the panel. After deployment and prior to infill sand placement, the grass panel edges shall be placed inside the anchor trenches and properly backfilled. For temporary erosion control, sewing of panels can be replaced by pinning of seams with 8" "U" staples at pre-determined intervals depending on expected conditions. Spacing to be verified by engineer.
- 3.4 HydroBinder[™]Infill Placement: Infill shall be placed in between the synthetic grass. The material will be blown or spread with mechanical equipment. The mix shall be totally dry to produce the infill placement. The infill layer will be a minimum of ½-inch thick. The infill will be worked into the Turf layer as in-fill between the synthetic yarn blades. The infill layer may be placed using any appropriate equipment capable of completing the work and should only receive minimal compaction required for stability. The infill is to be spread using low ground pressure equipment and 3 pt. spreader or a pull-behind spreader. Alternative Conveyor Systems and or Express Blowers can be used to spread and place the in-fill. Contractor shall explain in detail in the pre-construction meeting the method of infill deployment to be used. The Engineer shall approve the method.

The infill placement shall be done in front of the deployment equipment to improve the bearing capacity of the cover system below. A minimum thickness of $\frac{1}{2}$ inch of infill shall be applied before allowing lightweight vehicles on the turf. This is particularly important on slopes steeper than 3H to 1V where light rubber or tracked vehicles could start pulling on the turf before the infill is in place. Let it be noted that the HydroBinderTM placement cannot occur during rain, snow, or ice on the turf prior to infill placement and must be kept from moisture until deployed.

4.0 Design Requirements

The average thickness, mass per unit area, and hydraulic resistance of the HydroTurfTM shall withstand the hydraulic loading (velocity, depth, duration,

shear stress, pressure) for the design discharges. The stability analysis for each application shall be accomplished using a factor of safety of no less than 1.3. The contractor shall provide to the engineer calculations and design details, provided by the manufacturer or a professional engineer.

Please see below the two types of HydroTurf[™] available and corresponding values.

Table 1.0 Typical Dimensions, Properties and Weights

	HT-12	HT-20
Average Thickness, inches (mm)	1.4 (36)	1.8 (46)
Mass Per Unit Area, lbs./sq. ft. (Kg/sq. mtrs)	7 (34)	9 (44)
Geomembrane Super Gripnet, mill (mm) optional	50 (1.25)	50 (1.25)
Material Internal Friction, degrees	35	35
Sand Cemented Infill, in (mm)	0.5 (13)	0.8 (20)
Grass/ Turf length, in (mm)	1.3 (33)	1.5 (38)
Tensile Grass/ Turf, lbs. (N)	20(88)	20 (88)
Shear Resistance, lbs./sq. ft. (kg/sq. mtrs)	12 (54)	>20(98)
Note: Values are approximate.		

HydroTurf products are developed by:

ClosureTurftm

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3005 Breckinridge Blvd. Suite 240 Duluth, Georgia 30096 (o) 678-380-6416 (f) 678-380-9171 (m) 770-845-8043 www.ClosureTurf.com

ATTACHMENT B

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REPAIR AND REPLACEMENT SPECIFICATIONS

REPAIR AND REPLACEMENT SPECIFICATIONS

Geomembrane

The geomembrane shall be in direct contact with the underlying soil. Any portion of the geomembrane with a detected flaw, or which fails a nondestructive or destructive test, or where destructive tests were cut, or where nondestructive tests left cuts or holes, must be repaired in accordance with these specifications and the manufacturer's requirements. Locate and record all repairs on a panel layout drawing. Repair techniques include the following:

- Patching used to repair large holes, tears, large panel defects, undispersed raw materials, contamination by foreign matter, and destructive sample locations.
- Extrusion used to repair small defects in the panels and seams. In general, this procedure should be used for defects less than 3/8-inch in the largest dimension.
- Capping used to repair failed welds or to cover seams where welds or bonded sections cannot be nondestructively tested.
- Removal used to replace areas with large defects where the preceding methods are not appropriate. Also used to remove excess material (wrinkles, fishmouths, intersections, etc.) from the installed geomembrane. Areas of removal will be patched or capped.

Repair procedures include the following:

- Abrade geomembrane surfaces to be repaired (extrusion welds only) no more than one hour prior to the repair.
- Clean and dry surfaces at the time of repair.
- Extend patches or caps at least 6 inches beyond the edge of the defect, and round corners of material to be patched and the patches to a radius of at least 3 inches. Bevel the top edges of patches prior to extrusion welding.
- Perform testing on repair seams consistent with Section 2.3.6 Construction Testing.

Wrinkles must be walked-out or removed as much as possible prior to field seaming. Any wrinkles which can fold over must be repaired either by cutting out excess material or, if possible, by allowing the liner to contract by temperature reduction. In no case can material be placed over the geomembrane which could result in the geomembrane folding.

Synthetic Turf

Any portion of the synthetic turf with a detected flaw, or which fails a nondestructive or destructive test, or where destructive tests were cut, or where nondestructive tests left cuts or holes, must be repaired in accordance with these specifications and the manufacturer's requirements. Locate and record all repairs on a panel layout drawing. Repair and replacement procedures include:

- Repairs and Patches will be installed in accordance with ClosureTurf specifications.
- Holes or tears in the Synthetic Turf will be repaired by placing a fiber reinforcing patch beneath the Synthetic Turf extending at least 2 feet beyond the edges of the hole or tear.

The Synthetic Turf will be secured to the patch using hot melt glue. Glue shall be spread on the patch material on a two inch nominal spacing between glue beads. The ClosureTurf shall be pressed into the glue before it cools.

- Where the hole or tear width across the roll is more than 50 percent of the roll width, the damaged area will be cut out across the entire roll, and the two portions of the Turf will be jointed either stitching operations.
- Where the Synthetic Turf is to be repaired by stitching, a replacement section of the Synthetic Turf shall be stitched into the existing material using a 4-inch overlap and fastened with heavy-duty textile stitching machine. A single stitch prayer type seam shall be constructed using Nulong sewing machine or equivalent. Stitching operations shall be performed such that the woven geotextiles are not exposed.
- After seaming operations, the ends of the Synthetic Turf panels shall be permanently anchored in the perimeter anchor trenches and covered with a minimum of two feet of soil.
- As Synthetic Turf is deployed record defects and disposition of the defects (panel rejected, patch installed, etc.). Repairs are to be made in accordance with the manufacturer's specifications.
- Do not damage the Synthetic Turf or underlying geomembrane by handling, trafficking, leakage of hydrocarbons, or by other means.
- Anchor the Synthetic Turf to prevent movement by the wind (the contractor is responsible for any damage resulting to or from windblown Synthetic Turf).
- Keep the Synthetic Turf free of contaminants such as soil, grease, fuel, etc.
- Lay Synthetic Turf smooth and free of tension, stress, folds, wrinkles, or creases.
- Secure the Synthetic Turf with sand bag anchors at the top of the slope and as it is rolled down the slope.
- Deploy properly in order to expose the grass surface up after seaming operations.

Ballast Sand Infill

The sand layer will be a minimum of 1-inch thick. The sand will be worked into the synthetic turf as in-fill between the synthetic yarn blades. The physical characteristics of the sand layer will be evaluated through visual observation and laboratory testing before installation and visual observation during installation. Additional testing during installation will be at the discretion of Escambia County.

The sand is to be spread using low ground pressure equipment and a spreader or blower can be used to spread and place the sand in-fill. Installer shall explain in detail the method of sand deployment to be used. Rubber tired or tracked ATV's and trucks are acceptable if wheels pressure is less that 15 psi. No equipment will be left running and unattended over the ClosureTurf. Driver shall check for sharp edges embedded rocks, or other foreign materials stuck into or protruding from tires/track prior to driving on the geomembrane. Path driven on geomembrane shall be as straight as possible with no sharp turns, sudden stops or quick starts.

ATTACHMENT C

CONSTRUCTION QUALITY ASSURANCE PLAN

SAUFLEY FIELD ROAD C&D LANDFILL

ClosureTurftm Installation Procedures

Installation of the ClosureTurftm material involves the placement of the following components in the order listed below. It should be noted that alternative manufacturer's of the synthetic materials specified herein may be utilized. However, any alternate materials shall meet the specifications provided herein at a minimum.

- Placement of a cover material with a minimum thickness of 12 inches over all waste material.
- Installation of a geomembrane consisting of a 50Mill LLDPE Agru Super Grip Net, or equivalent liner material, directly over the prepared subgrade of the intermediate cover.
- Placement and seaming of the synthetic grass component (two woven geotextiles tufted with polyethylene or polypropylene yarn)
- Placement of a graded, clean sand having a minimum thickness of 3/4 inch placed directly on the artificial turf and worked into as infill between the synthetic yarn blades.

Geomembrane Deployment Procedures and Observations:

Geomembrane panels are to be deployed by pulling rolls suspended from a front-end loader or other acceptable means. Following panel deployment, the installer shall align the panels with a nominal five-inch overlap and shall seam the two panels together using a dual hot wedge fusion-welding device.

The principal seaming method to be used is an automated dual wedge fusion. This technique is used for production seaming in accordance with the installers manual welding techniques. The secondary seaming method used by the installer is the extrusion weld. This method is used primarily to repair defects, insufficient overlap, as well as other areas where the patches or panels were not aligned properly. Prior to extrusion operations the dimples of the drain liner are to be grinded to allow better surface contact between the sheets. Installer is to assure that the surfaces are free of moisture, dust, dirt and debris.

Synthetic Turf Deployment:

Turf panels are typically 15 feet wide and approximately 300 feet long. The material consists of two woven lower geotextiles made of polypropylene 13 pic tufted with polyethylene yarns. The yarns shall be 1 and $\frac{1}{4}$ inch long (minimum) placed using a $\frac{3}{4}$ " tufting gauge (20 oz/sq yd).

The synthetic turf panels shall be placed directly on top of the geomembrane drain liner. The panels shall be deployed by pulling them from a suspended support. The panels shall be deployed by dragging the panels upward from the bottom using a low ground pressure

Closure Turf Specifications

ATV or other acceptable means. The 15 feet wide panels shall be placed over a complete strip of the slope before moving to the next adjacent panel. This technique will allow for flipping the material to produce for a continuous seaming of that strip before moving to the next strip.

Seaming operations shall be performed using a 4-inch overlap and fastened with heavyduty textile stitching machine. A prayer type seam shall be constructed using Nulong sewing machine, or equivalent. Sand bags or other types of temporary anchors shall be used along the panel's edge to prevent wind uplift during installation. Upon completion of seaming activities the ends of the synthetic turf panels shall be permanently anchored in the perimeter anchor trenches and covered with a minimum of two feet of soil.

Sand In-Fill Material Placement:

A minimum of 3/4 inch of sand shall be spread as in-fill on top of the synthetic turf. The sand aggregate to be used shall consist of poorly-graded concrete sand. The gradation curve should indicate a material consisting of medium sand having approximately 10% coarse and 10% fine sand. The sand shall be spread using low ground pressure equipment.

Closure Turf Specifications

ClosureTurftm Construction Quality Assurance (CQA)

General:

Visual inspections of the subgrade construction and installation QA/QC shall consist of the following:

- Observation of final subgrade conditions and maximum particle sizes.
- Delineation of anchor trench locations.
- Observation of geomembrane installation and verification of panel layout placements.
- Observation of turf deployment and seaming operations.
- Observation of infill sand placement.
- Identification of areas that would require repairs and or additional infill placement.
- Observation of non-destructive seam continuous testing performed by liner installer.
- General observation of field seams and seaming operations.

Subgrade:

All subgrade surfaces are to be observed and shall be devoid of large protrusions and stones. Aggregate particle size shall not exceed 1/2 inch. The materials shall consist of sandy silty-clays to sandy-silts. The thickness of the soil cover shall be a minimum of 12 inches.

Geomembrane:

Each panel is assigned a field identification number by the installer and shall be observed by CQA personnel for damages and/or manufacturing imperfections.

Seam strength destructive samples may be performed by the installer at the end of each seam if requested by the CQA technician upon suspicion of a defective seam. The acceptance criteria are 90 pounds per square inch for sheer strength and 78 pounds per square inch for peel strength in the trial welds. Certification from the installer addressing destructive testing as requested shall be provided.

The seaming operations are to be monitored for proper sheet overlap, and periodic inspections of the seam area shall be performed to ensure that all surfaces are free of moisture, dust, dirt and debris. The seams shall be observed for visual quality and for seam completion.

Non-Destructive Seam Continuity Testing:

Non-destructive seam testing shall be performed by the installer to verify completeness and continuity of the seams. Pressure air tests shall be performed on the welds for a period of time of 5 minutes at 30-psi pressure. The allowable drop range is 2 psi over the 5 minute period. Seams not meeting the pressure test requirements shall be patched using extrusion welding.

Synthetic Turf:

The material shall be observed to assure that it consists of two woven lower geotextiles made of polypropylene 13 pic tufted with polyethylene yarns. The yarns shall also be confirmed to be a minimum of 1 and $\frac{1}{4}$ inch long. The material shall exhibit a minimum weight, as confirmed by the manufacturer, of 20 oz/sq yd.

The deployment and stitching operations are to be observed to assure proper overlap during the stitching process. The overlaps shall be performed in a manner to allow the turf to be joined without exposing the woven geotextiles. Patching shall be performed on areas where exposed geotextile seams, holes, or tears may occur.

Sand In-Fill Material Placement:

A sand gradation curve shall be obtained from the source prior to installation. The gradation curve shall indicate a material consisting of medium sand with a distribution of coarse and fine sand (approximately 10% each).

Contractor Submittals:

Prior to construction the contractor shall provide documentation from manufacturer that the specifications of the geomembrane, drainage component, woven geotextiles and synthetic grass yarn are met. The contractor shall provide a sample of the sand infill and a gradation curve from the source of the infill.

For approval of equivalent materials, the contractor shall provide documentation verifying that the friction coefficient of the system is a minimum of 35 degrees under soaked conditions. The documentation shall also indicate a minimum transmissivity value of 3.0×10^{-3} sq. meters/sec.

Upon completion of the installation the contractor shall provide material conformance data. Panel layouts shall be provided that show the roll numbers and location of each fusion and extrusion welded seam. Locations of destructive tests performed shall be noted on the panel layout with a reference provided to the test result and corresponding test identification number.

Quality Assurance Report:

A quality assurance report shall be provided to the owner and to the regulatory agency upon completion of the project. The report shall provide material specifications for products used for the cover system, installation observations and test data. A statement shall be made that the project was performed and meets the minimum requirements of the project's design and specifications. The report shall provide the following information regarding the installation and project completion:

- Project Team/Work Schedule
- Subgrade Surface Observations
- Geomembrane Deployment Procedures and Observations
- Geomembrane Seam Strength Destructive Testing (if required, see prior section)
- Geomembrane Non-Destructive Seam Continuity Testing Observation
- Sand In-Fill Material Placement Observation and Gradation Curve
- Material Equivalency data indicating exceedance of Agru Super Grip Net stability, strength, and transmissivity data in the event that an alternative material is used.
- Manufacturer's certifications for all synthetic materials.

ATTACHMENT D

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10 YEAR LIMITED WARRANTY BACKED BY A

FINANCIAL ASSURANCE AGREEMENT

ClosureTurfTM

10 – YEAR LIMITED WARRANTY BACKED BY FINANCIAL ASSURANCE

1.0 <u>AGREEMENT</u>

ClosureTurf LLC, a Georgia limited liability company ("Company"), hereby agrees to provide to Escambia County a limited 10- year warranty backed by financial assurance mechanisms for the ClosureTurfTM landfill cover products at Saufley Field Road C&DD Landfill Closure Project.

This Warranty is specific to the terms of coverage, performance conditions, specifications, limitations, inspections, claims, and remedies as detailed herein and in the Long-Term Service Agreement between Closure Turf LLC and Escambia County executed July 2012.

This Warranty provides financial assurance for the first 10 years of the Long-Term Service Agreement period will be met should Company fail to meet the repair and replacement requirements.

2.0 AGREEMENT PERIOD

The 10-year Warranty begins when Escambia County accepts ownership of the ClosureTurfTM installation in accordance with Section 2.0 of the Long-Term Service Agreement (the "Warranty Period").

3.0 NOTIFICATION OF CLAIMS

The terms of the Long-Term Service Agreement requires Company to respond in writing within 60 days of receiving claims. Claims under this Warranty will be submitted in writing after the 60-day Company response deadline: Claims under this Warranty will be submitted in writing to:

Surety:	Travelers Casualty and Surety Company of America Hartford, Connecticut 06183
Corporate Guarantor:	Shaw Industries, Inc., Attention: Frederick Hooper P O Box 2128 Dalton, Georgia 30722
Company:	ClosureTurf LLC, Attention: Delaney Lewis 11200 Atlantis Place, Suite E Alpharetta, Georgia 30022

4.0 <u>FINANCIAL ASSURANCE</u>

Company shall provide financial mechanisms to cover the costs of the remedy, repair, and complete replacement specified in the Long-Term Service Agreement. The financial mechanisms shall be a (1) Surety Bond to cover the first 5 years of certified closure and (2) a Corporate Guarantee to cover the second 5 years of certified closure.

4.1 SURETY BOND

The purpose of establishing a surety bond for agreement period years 1 through 5 is to provide a financial mechanism to replace the ClosureTurfTM with an FDEP prescribed soil and sod cover system should the ClosureTurfTM landfill cover products fail based on the terms of the Long-Term Service Agreement and Company is not financially able to meet the requirements of the Service Agreement.

The Surety Bond shall meet the requirements of FDEP Rule 62-701.630(6) FAC, with the exception that Company and Sureties shall be bound to Escambia County, acting under an agreement with FDEP.

Company shall maintain a Surety Bond meeting the requirements of FDEP <u>http://www.dep.state.fl.us/waste/categories/swfr/pages/forms.htm</u> (see Attachment 1). The Surety Bond with the penal sum of <u>\$880,000</u> shall be held for 5 years.

The Sureties become liable under the bond obligation if ClosureTurfTM landfill cover products fail to perform as guaranteed and ClosureTurf, LLC fails to meet the obligations of the Long-Term Service Agreement. The three parties in the surety bond contract shall be Company (Principal), Surety Company (must be listed in the US Treasury Circular 570 <u>http://www.fms.treas.gov/c570/index.html</u>), and Escambia County (Obligee). The bond must guarantee the remedy of repair and replacement in accordance with the Service Agreement and the approved FDEP closure plan. The executed Surety Bond can be found in Attachment of D-1 of this Warranty.

4.2 CORPORATE GUARANTEE

A Corporate Guarantee will be provided by Shaw Industries Inc, who has an ownership position in ClosureTurf LLC, meeting requirements of FDEP <u>http://www.dep.state.fl.us/waste/categories/swfr/pages/forms.htm</u>. The Corporate Guarantee will be limited to <u>\$880,000</u> for implementing a remedy as defined in the Long-Term Service Agreement. Company will have the right to contract for any final cover meeting the requirements of FDEP 62-701.600 and the FDEP Approval of Alternate Procedures Case No.: SWAP 10-2 required as a result of replacement of the cover as defined in the Long-Term Service Agreement Section 6.2. The executed Corporate Guarantee is provided in Attachment D-2 of this Warranty.

5.0 COST OF FINANCIAL ASSURNACE

The County shall be responsible for reimbursing Company for the cost of the Surety Bond. The cost of the Surety Bond including the risk Premium as defined herein and provided in the attachments is <u>\$77,000</u>.

6.0 <u>NO OTHER WARRANTIES</u>

This Warranty is Company's sole and exclusive Financial Assurance hereunder. Notwithstanding anything set forth in this Agreement to the contrary, COMPANY MAKES NO WARRANTY LANDFILL **CLOSURETURF™** COVER SYSTEM SHALL BE THAT THE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES COMPANY MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT FOR THE WARRANTY. Company's liability and Escambia County's exclusive remedies hereunder are hereby limited to the repair and/or replacement of the ClosureTurf[™] landfill cover system as set forth in Long-Term Service Agreement. Escambia County shall be entitled to no other remedies, whether in contract or tort, except as provided herein.

7.0 MODIFICATIONS

This Warranty, together with Escambia County's standard terms and conditions of sale, the Long-term Service Agreement, the manufacturer's installation requirements, material specifications, Quality Assurance Plan, and repair and replacement requirements are the complete, final, and exclusive Agreement of the parties with respect to the quality and performance of the ClosureTurfTM landfill cover products, and any and all representations and warranties concerning the same. None of the provisions of this Agreement may be changed, modified, amended, or supplemented except by a written instrument signed by an authorized representative of both parties hereto.

8.0 <u>WAIVER</u>

No failure or delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by either party hereto preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

9.0 <u>GOVERNING LAW</u>

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by Florida law.

10.0 SEVERABILITY

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall constitute the parties' agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

11.0 <u>ACCEPTANCE</u>

The foregoing Agreement and Attachments are hereby duly accepted and shall become a binding Agreement upon approval.

ACCEPTED BY:

I have read and agree to the terms and conditions of the Agreement:

BY:			
Wilson B. Robertson			
TITLE:	Chairman		
DATE:		-	
	VED BY:		
BY: 🗾	Meday R Ayr		
TITLE:	President		
DATE:	8-10-2012		

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

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Date:	18	B	112
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ATTACHMENTS

Attachment D-1 – Executed Surety Bond. Attachment D-2 – Executed Corporate Guarantee

ATTACHMENT D-1 EXECUTED SURETY BOND

WARRANTY BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

BOND NO. 105810057

KNOW ALL MEN BY THESE PRESENTS, that CLOSURE TURF LLC, as Principal, hereinafter called Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, hereinafter called Surety, are held and firmly bound unto Escambia County, Florida, as Obligee, hereinafter called Owner, in the penal sum of Eight Hundred Eighty Thousand Dollars (\$880,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement, dated <u>August 13</u>, 2012, entered into a contract with Owner to provide services in connection with the ClosureTurfTM landfill cover system to be installed at Saufley Field Road C&DD Landfill, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall perform any repair or replacement obligations that may arise under Sections 6.2 or 6.3 of the Contract while this Warranty Bond remains in effect, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that, as a condition precedent to making a claim under this Warranty Bond, the Owner shall provide written notice of defect(s) to both the Principal and the Surety within sixty (60) days of the discovery of any such defect(s).

In no event shall this Warranty Bond afford coverage with respect to any direct or indirect liabilities that may arise from environmental damage or loss, closure and/or post-closure requirements, or any costs or expenses other than those costs and expenses required to repair or replace the ClosureTurfTM landfill cover system.

This Warranty Bond shall be in effect for a term of five (5) years beginning on the date Owner is deemed to accept ownership of the ClosureTurfTM installation pursuant to Section 2.0 of the Contract.

Regardless of the number of years this Warranty Bond remains in effect, in no event shall the aggregate liability of the Surety under this Warranty Bond exceed the penal sum stated above.

If alternate security with respect to potential defects in the ClosureTurfTM landfill cover system is provided by the Principal and accepted by the Owner, the Surety shall thereby automatically be released from any past, present and future liability under this Warranty Bond.

If any conflict exists between the Surety's obligations as described in this Warranty Bond and the Contract, then the terms of this Warranty Bond shall prevail.

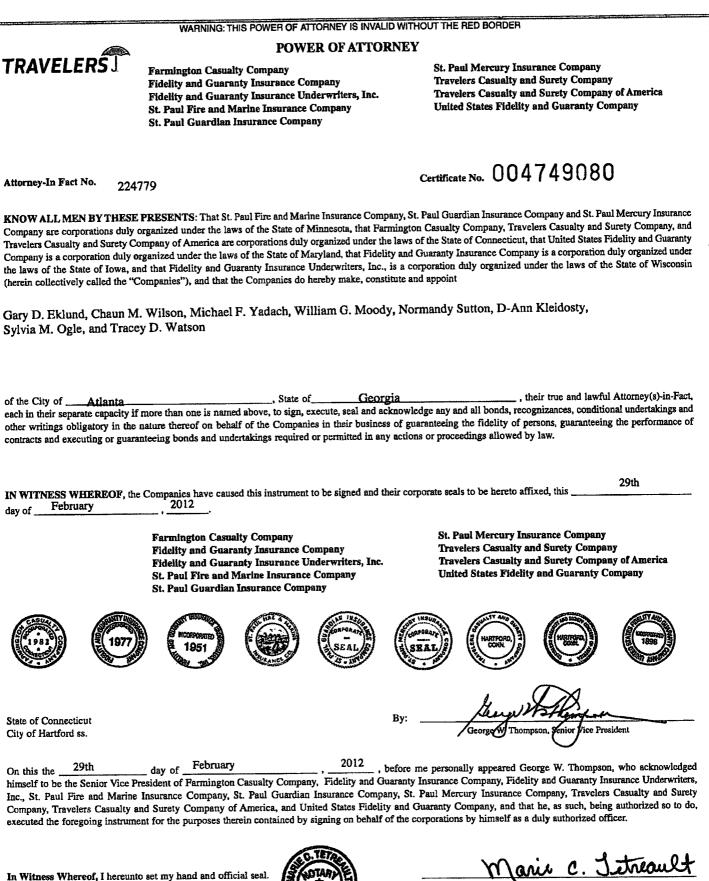
SIGNED and sealed this 13^{th} day of <u>August</u>, 2012.

CLOSURE TURF LLC (Principal)

Bv:

AND SURETY COMPANY OF AMERICA (Surety) TRAVE Bv:

Gary D. Eklund, Attorney-in-Fact



Marie C. Tetreault, Notary Public

58440-6-11 Printed in U.S.A.

My Commission expires the 30th day of June, 2016.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorney-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate hearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not heen revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of AUGUST 20 12-

Kevin E. Hughes, Assistant Scoretary















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ATTACHMENT D-2

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EXECUTED CORPORATE GUARANTEE



Shaw Industries Group, Inc. Mail Drop 061-20 616 East Walnut Avenue P.O. Drawer 2128 Dalton, GA 30722-2128 706.278.3812

August 8, 2012

Escambia County, Florida 221 Palafox Place Pensacola, FL 32502

Re: Corporate Guaranty for ClosureTurfTM 10 Year Limited Warranty Backed by Financial Assurance Agreement for the Saufley Field Road C&DD Landfill

Dear Sir:

This letter confirms that Shaw Industries Group, Inc. ("Shaw"), will guarantee to Escambia County the full and faithful performance by ClosureTurf LLC ("ClosureTurfTM") of all of the obligations to be carried out or performed by ClosureTurfTM under the terms and conditions of the 10 Year Limited Warranty Backed by Financial Assurance Agreement between Escambia County and ClosureTurfTM dated August 8, 2012 (the "Agreement").

No change, alteration or modification in the obligation of ClosureTurfTM under the Agreement shall operate to create any liability hereunder unless such change, alteration, or modification is agreed to in writing by ClosureTurfTM, Shaw and Escambia County.

This Guaranty is limited to a five (5) year period beginning on the expiration date of the five (5) year Surety Bond and ending five (5) years later.

Shaw's total obligation pursuant to this Guaranty shall not exceed \$880,000.00.

Sincerely,

Gerald R. Embry Vice President, Administration

GRE/rm

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the matter of a request for approval of alternate procedures by:

Case No.: SWAP 10-2

Escambia County 223 Palafox Place Post Office Box 1591 Pensacola, Florida 32591

APPROVAL OF ALTERNATE PROCEDURES

This cause comes before me upon receipt of a request by Jones, Edmunds and Associated, Inc., on behalf of Escambia County ("Petitioner") for the approval of alternate procedures and requirements under Rule 62-701.310, Florida Administrative Code (F.A.C.). Petitioner owns a construction and demolition debris disposal facility known as Saufley Landfill (hereinafter referred to as "the facility") located in Escambia County, Florida. Petitioner requests that an exception be granted from compliance with certain provisions in Rule 62-701.730(9)(b), F.A.C., specifically the provisions that require that final cover shall consist of a 24-inch-thick soil layer, the upper six inches of which shall be capable of supporting vegetation.

FINDINGS OF FACT

Petitioner acquired the facility located at 5660 Saufley Field Road,
 Pensacola, Escambia County, Florida on August 6, 2009 as part of the Prospective
 Purchaser Agreement, OGC File No. 06-1157-C-17-SW, between the Florida
 Department of Environmental Protection ("Department") and Escambia County after the
 previous owner failed to obtain the required permits to close the facility in accordance
 with Department rules.

2. By entering into the Prospective Purchaser Agreement the Petitioner agreed to complete final closure of the facility pursuant to the requirements of Rule 62-

701.730, F.A.C. and provide certification of closure to the Department in accordance with Rule 62-701.730(9)(c), F.A.C., within twenty-four (24) months from the date it acquired the Property.

3. The Petitioner's consultant, Jones Edmunds, applied for an alternate procedure on behalf of the Petitioner by letter dated November 15, 2010 attached and incorporated as **Exhibit 1**.

4. The alternate procedure application is specifically for use of a geomembrane cover product for closure with embedded artificial turf overlaying twelve inches of soil, instead of two feet of soil as specified in Rule 62-701.730(9), FAC. The proposed cover system is known by trade name Closure Turf[™], and consists of three layers of materials: (1) Super Gripnet 50-mil LLDPE geomembrane with stability spikes on the bottom and drainage nubs on the top, (2) geosynthetic turf material that includes a woven geosynthetic with artificial grass sewn in (similar to pile on a carpet), and (3) sand ballast layer integrated into the turf material. The product is placed directly over the intermediate cover soil.

5. Final cover must be designed to limit infiltration of stormwater, eliminate ponding, promote drainage, and minimize erosion. Petitioner has demonstrated through engineering calculations and laboratory and field testing that the proposed cover system is expected to perform these functions at least as well as the cover design specified in Rule 62-701.730(9), FAC.

CONCLUSIONS OF LAW

Rule 62-701.310, F.A.C., authorizes the approval by the Department of alternate procedures and requirements concerning solid waste management facilities. Based upon the above findings and the information contained in the Request for Alternate Procedures, the Department concludes:

6. That Petitioner has demonstrated a sufficient basis for the exception from the established requirements;

7. That Petitioner has adequately demonstrated that the alternate procedures provide an equal degree of protection for the public and the environment as the established requirements; and,

8. That the alternate procedures are at least as effective as the established requirements.

Upon consideration of the foregoing it is therefore ORDERED that the request for alternate procedures and requirements from Rule 62-701.730(9)(b), F.A.C., is GRANTED, subject to the following conditions.

CONDITIONS

9. This Order does not authorize the Petitioner to begin construction of the closure system at the facility. Closure must be in accordance with a closure plan that has been approved by the Department's Northwest District Office.

10. The closure plan must include a landfill gas collection and control system to extract and control landfill gas and prevent uplift of the geomembrane cover system.

11. The Petitioner shall perform regular inspections of the geomembrane cover system, and shall repair or replace any component of the cover system that is damaged, during the long-term care period of the facility.

NOTICE OF RIGHTS

Pursuant to Section 403.815, F.S., and Rule 62-110.107, F.A.C., you are required to publish at your own expense the enclosed Notice of Proposed Agency Action. The notice shall be published one time only within 30 days in the legal ad section of a newspaper of general circulation in the area affected. For the purpose of this rule, "publication in a newspaper of general circulation in the area affected" means publication in a newspaper meeting the requirements of Sections 50.011 and 50.031, F.S., in the county where the activity is to take place. Where there is more than one newspaper of general circulation in the area that may be affected by the permit. If you are uncertain that a newspaper meets these requirements, please contact the Department at the address or telephone number listed below. You must provide proof of publication.

The Department's Order Granting Approval of Alternate Procedures and Requirements will be considered final, unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed agency action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within twenty-one days of receipt of this written notice. Petitions filed by other persons must be filed within twenty-one days of publication of the notice or receipt of the written notice, whichever occurs first. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;

(b) A statement of how and when each petitioner received notice of the Department's action or proposed action;

(c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;

(d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;

(e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In accordance with Section 120.573, F.S., the Department advises that mediation is not available in this case under the provisions of that statute. This does not prevent any interested parties from agreeing to other forms of alternate dispute resolution. Any party to this order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department.

DONE AND ORDERED this <u>26th</u> day of January, 2011, in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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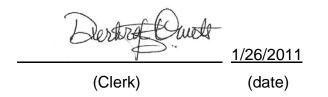
Charles F. Goddard, Bureau Chief Bureau of Solid and hazardous Waste Twin Towers Office Building 2600 Blair Stone Road Tallahassee, Florida 32399-2400

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been electronically mailed to Pat Johnson, <u>ptjohnson@co.escambia.fl.us</u>, and to the listed persons on this <u>26th</u> day of January, 2011, in Tallahassee, Florida.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to §120.52(11), Florida Statutes, with the designated Department clerk, receipt of which is hereby acknowledged.



Enclosure, Alternate Procedure with Exhibit (1)

CC:

Doyle Butler, Escambia County, <u>dobutler@co.escambia.fl.us</u> Mickey Pollman, Jones Edmunds, <u>mpollman@jonesedmunds.com</u> Judy DeVita, Jones Edmunds, <u>jdevita@jonesedmunds.com</u> Mark D. Hadlock, Jones Edmunds, <u>MHADLOCK@jonesedmunds.com</u> Chris McGuire, DEP/OGC, <u>chris.mcguire@dep.state.fl.us</u> Dawn Templin, DEP/NWD, <u>dawn.templin@dep.state.fl.us</u> Richard Tedder, DEP/Tallahassee, <u>richard.tedder@dep.state.fl.us</u> Daniel Kuncicky, DEP/Tallahassee, <u>daniel.kuncicky@dep.state.fl.us</u>

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NOTICE OF PROPOSED AGENCY ACTION

The Department of Environmental Protection gives Notice of its Intent to grant approval of alternate procedures pursuant to Rule 62-701.310, Florida Administrative Code (F.A.C.), to Escambia County for use of a geomembrane cover system for final closure. The applicant requests that an exception be granted from compliance with Rule 62-701.730(9)(b), F.A.C., specifically the provision that require that final cover shall consist of a 24-inch-thick soil layer.

The Department's file on this matter is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Division of Waste Management, Solid Waste Section, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

Persons whose substantial interests are affected by the above proposed agency action have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes (F.S.), to petition for an administrative determination (hearing) on the proposed action. The petition must contain the information set forth below and must be filed (received) in the Department's Office of General Counsel, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, within 21 days of publication of this notice. A copy of the Petition must also be mailed at the time of filing to the applicant at the address indicated. Failure to file a petition within 21 days constitutes a waiver of any right such person has to an administrative determination (hearing) pursuant to Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;

(b) A statement of how and when each petitioner received notice of the Department's action or proposed action;

(c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;

(d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;

(e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the application have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of publication of this notice in the Office of General Counsel of the Department at the above address. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-5.207, Florida Administrative Code.

In accordance with Section 120.573, F.S., the Department advises that mediation is not available in this case under the provisions of that statute. This does not prevent any interested parties from agreeing to other forms of alternate dispute resolution.

Exhibit 1 – Alternate Procedure Application Letter



November 15, 2010

Dawn Templin, PE, Supervisor Northwest District Solid Waste Section Florida Department of Environmental Protection 160 Governmental Center, Suite 308 Pensacola, Florida 32502-5794

RE: Saufley Field C&DD Landfill Closure Product Evaluation Escambia County, Florida ID Number: NWD/1017P05005 Jones Edmunds Project No.: 05050-042-01-1000

Dear Ms. Templin:

This letter provides the results of our evaluation of the proposed Closure Turf system for use in closing the Saufley Field Construction and Demolition Debris (C&DD) Landfill at 5660 Saufley Field Road, Pensacola, Escambia County, Florida (ID Number NWD/1017P05005). This product, a sample of which is enclosed, is a combination of geosynthetics and sand layer specifically designed for landfill closures. The Closure Turf system is evaluated for its suitability for closure in this application which requires closing relatively steep slopes that may not meet closure stability requirements using typical soil cover.

We request that you review the results of our evaluation of this product and provide your response to our proposed use of Closure Turf to close the Saufley Field C&DD Landfill. Your prompt attention to this matter is greatly appreciated.

INTRODUCTION

Even though a geomembrane closure is not required because Saufley Field C&DD Landfill is unlined, Escambia County is proposing the use of Closure Turf instead of the FDEP prescribed soil closure (2-feet of compacted soil per FDEP Rule 62-701.730(9), FAC) because of the (1) improved control of odors, (2) reduced stormwater infiltration and thus reduced leachate production, and (3) improved veneer slope stability. Although the alternate procedure requirements (FDEP Rule 62-701.310, FAC), do not directly apply in this case (see Background section below), we have provided the evaluation information in a similar format.

730 NE Waldo Rd Gainesville, FL 32641

352.377.5821 Phone 352.377.3166 Fax www.jonesedmunds.com Ms.Dawn Templin, PE November 15, 2010 Page 2

BACKGROUND

On February 1, 2005, Louisiana Investment Group, LLC (LIG) acquired title to the property and operated the Saufley Field C&DD Disposal Facility from January 2005 to March 4, 2008. On February 11, 2008, FDEP ordered LIG to properly close the facility. On March 4, 2008, FDEP issued a Final Order of Abandonment as a result of LIG's failure to obtain the required permits and to close the facility in accordance with FDEP's rules. On March 28, 2008, a Consent Final Judgment ("CFJ") was entered against LIG.

The facility has not been properly closed as required by permit, FAC regulations, or County Codes. While the County is not affiliated with the previous owners or operators of the Landfill, the County has taken responsibility for closure, long-term care, and monitoring of the landfill to protect public health and safety, as well as to minimize detrimental impacts to the citizens, businesses, and the environment. The property was officially transferred on August 6, 2009 as part of the Prospective Purchaser Agreement, OGC File No. 06-1157-C-17-SW, between FDEP and Escambia County. This agreement requires that the Saufley Field C&DD Landfill be closed within 24 months of acquiring the property, and excludes the requirements for a closure permit application. To complete the closure in a timely manner and to meet the design requirements of Rule 62-701.730(9), FAC, a new closure system product is proposed that incorporates geosynthetics and soil to provide a barrier system and stormwater drainage system.

(1) APPLICABILITY

Because Escambia County has accepted responsibility to close the facility within 24 months, a closure permit application is not required. To facilitate the timely closure of the facility, Escambia County requests that FDEP approve the use of a new geomembrane closure product (Figure 1) to close the Saufley Field C&DD Landfill instead of the 2 feet of soil specified in Rule 62-701.730(9), FAC. To show that the proposed product meets the intended performance of 2 feet of soil cover, Jones Edmunds performed a site-specific technical evaluation based on the recent site survey (Attachment 1). The results of the technical evaluation discussed below shows the suitability of the proposed product.

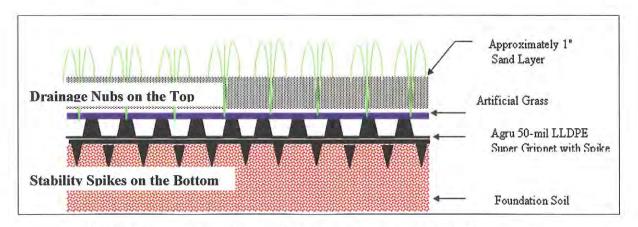


Figure 1 Schematic Cross Section of Closure Turf[™] Cover System

The closure product (Closure Turf^M) consists of three layers of materials (Figure 1). The materials include (1) Super Gripnet 50-mil LLDPE geomembrane with stability spikes on the bottom and drainage nubs on the top, (2) geosynthetic turf material that includes a woven geosynthetic with artificial grass sewn in (similar to pile on a carpet), and (3) sand ballast layer integrated into the turf material. The product is placed directly over the intermediate cover soil.

This material has many advantages over soil cover including reduced capital construction costs, reduced long-term maintenance costs, reduced rain infiltration, and improved odor control while keeping the geomembrane cover and providing an aesthetically pleasing appearance.

(2) CRITERIA

(a) <u>Specific Facility</u>

The approval of the proposed closure product is requested for the Saufley Field C&DD Landfill at 5660 Saufley Field Road, Pensacola, Florida 32526 (DEP ID Number NWD/1017P05005, WACS ID Number 3066). The facility is approximately 23 acres and is at 30° 27' 44" latitude, 87° 19' 54" longitude.

(b) <u>Specific Provisions</u>

The Closure Turf geomembrane closure product is as an alternate to the final cover design specified in Rule 62-701.730(9), FAC. Saufley Field C&DD Landfill is an unlined landfill that only accepted construction and demolition debris. Therefore, based on the requirements of Rule 62-701.730(4), FAC, no liner or leachate collection system is required, and final cover (Rule 62-701.730(9)(b), FAC) is required to consist of a 24-inch thick soil layer, the upper 6 inches of which is capable of supporting vegetative growth. We propose the use of a geomembrane cover system shown in Figure 1.

(c) <u>Basis for the Exemption</u>

The proposed alternate closure system is requested to complete the closure at Saufley Field C&DD Landfill, allowing the County to protect public health and safety, as well as to minimize detrimental impacts to the citizens, businesses, and the environment. The proposed product meets the requirements of FDEP Rule 62-701.730(9) and (10), FAC, and has additional advantages over the traditional soil final cover system are discussed below.

(d) <u>Alternate Requirement</u>

The alternate cover proposed is the Closure Turf system which provides the following advantages over the traditional soil final cover system:

- Rapid Installation—The geomembrane allows for faster installation of the cover system over the entire landfill. This is critical since the cover must be completed by August 2011.
- Control Odors—The impermeable geomembrane better controls potential odors which is important considering the proximity of homes next the landfill.
- Slope Stability—The higher interface friction angles for the geomembrane and geosynthetic turf results in a higher veneer slope stability factor of safety than that of soil, including seepage forces. A soil cover on the steep slopes of the Saufley Field C&DD Landfill may not meet the required 1.5 factor of safety for veneer slope stability.
- Reduced Cap Infiltration—Stormwater is rapidly drained off so very little can infiltrate the geomembrane. As a result, there is a greatly reduced probability of stormwater mixing with waste and entering the groundwater.

As part of the proposed cover system, the manufacturer will warrant the product for 30 years and the County proposes to provide an annual inspection of the final closure system by a manufacturer's authorized engineer and a County staff member. The inspection will provide an ongoing assessment of the performance of the Closure Turf system to monitor the integrity of the closure system. The details of the warranty and inspection procedures will be finalized when FDEP approves the proposed product.

(e) <u>Demonstration of Alternate Requirement Effectiveness</u>

Closure Turf includes a 50 mil LLDPE geomembrane that will be a more effective barrier against vectors and erosion and will provide greater stability compared to the 24 inches of soil required by Rule 62-701.730(9), FAC.

Closure Turf has been used at the LaSalle-Grant Landfill in Jena, Louisiana since 2008. Jones Edmunds staff and Escambia County staff visited the LaSalle-Grant Landfill to observe the use of Closure Turf. Based on observed conditions and information from the Landfill operator, Closure Turf seemed to withstand the heavy rainfall conditions in central Louisiana.

The manufacturer of Closure Turf has provided test results to support their performance claims. These test results have been evaluated by Jones Edmunds to determine if Closure Turf is suitable for use at Saufley Field. The attached technical evaluation memoranda include the following evaluations:

1. Cover Veneer Slope Stability (Attachment 2)—One of the key geotechnical aspects of final cover systems is their veneer slope stability.

A veneer slope stability analysis has been performed for the proposed final cover system in accordance with Rule 62-701.600(3)(g)5, FAC. The attached technical memorandum shows that the Closure Turf cover system will meet the factor of safety requirements for sliding along the weakest interface of the final cover system in accordance with Rule 62-701.400(2), FAC.

- 2. Landfill Gas Uplift (Attachment 3)—The build-up of landfill gas below the Closure Turf could reduce the stability of the cover system. The attached technical memorandum provides a gas uplift evaluation for the proposed final cover system, performed in accordance with FDEP Rule 62-701.600(3)(g)5, FAC. The results indicate that Closure Turf can reduce uplift and meet slope stability requirements under controlled gas extraction conditions based on the manufacturer's test results and established engineering procedures.
- 3. Soil Erosion Analysis (Attachment 4)—A key element to the long-term performance of Closure Turf is the use of a sand layer over the Closure Turf. The sand is used to ballast the Closure Turf from uplift, provide drainage, and reduce the effects of sun exposure on the material. Maintaining the sand ballast is critical to the long-term durability of the material. The sand maybe subject to erosion as a result of normal weather conditions. The attached technical memorandum evaluates the ability of the material to resist erosion based on the manufacturer's test results and established engineering procedures using the Universal Soil Loss Equation (USLE). The results indicate that minor soil erosion will occur over time, similar to other landfill cover soil designs. Unlike traditional covers however, replacing sand ballast will be an integral part of post-closure care.
- 4. Wind Uplift (Attachment 5)—The attached technical memorandum evaluates the ability of the material to resist wind uplift based on the manufacturer's test results and established engineering procedures. The results indicate that the Closure Turf will resist wind uplift forces of 120 mile-per-hour.
- 5. Transmissivity and Hydraulic Performance (Attachment 6)—The longterm performance of the transmissivity of the geosynthetic turf layer over the drainage nubs of the geomembrane is important to maintaining veneer slope stability and controlling stormwater. The attached technical memorandum evaluates the manufacturer data and methodology used to evaluate the long-term hydraulic performance of Closure Turf. The results indicate that site conditions are less than the critical slope length required for acceptable drainage performance.

Ms.Dawn Templin, PE November 15, 2010 Page 6

> 6. Closure Turf Weathering and Retained Tensile Strength (Attachment 7)— The long-term performance of the artificial turf's weathering resistance is critical to protecting the underlying geomembrane, retaining the sand ballast, and maintaining the product's general appearance. The attached technical memorandum evaluates the rate of degradation of the upper layers of the Closure Turf based on the manufacturer's provided test data and compared to similar information available from other sites using an exposed geosynthetic cover. Based on the test results provided, Closure Turf can be expected to maintain field performance over the estimated 30year life span.

(3) DEPARTMENT ORDER

We request that FDEP approve use of the proposed geosynthetic closure product for use at Saufley Field C&DD Landfill as soon as possible to allow Escambia County to meet the required 24-month closure schedule (see Prospective Purchaser Agreement, OGC File No. 06-1157-C-17-SW).

(4) ALTERNATE SAMPLING PROCEDURES

Alternate sampling procedures are not proposed. Upon approval of this proposed closure product, a construction quality assurance plan (CQAP) including technical specifications will be developed describing product-testing requirements that will meet requirements of Rule 62-701.400(7).

(5) OTHER RELIEF MECHANISMS

This request for approval of alternate procedures and requirements does not include other relief mechanisms. The geosynthetic closure product is not proposed for research, development, or demonstration, but as a final closure solution.

(6) ALTERNATE REQUIREMENTS FEE

Because the alternate requirements approval does not directly apply to Saufley Field C&DD Landfill, Escambia County requests that the FDEP waive the alternate requirements fee. Escambia County has already voluntarily incurred, and will incur, significant financial expense for the closure and long-term care of the Saufley Field C&DD Landfill after the previous owner abandoned the site.

(7) ENGINEER'S CERTIFICATION

Since the information provided involves the practice of engineering, this letter has been signed and sealed by a Professional Engineer.

Ms.Dawn Templin, PE November 15, 2010 Page 7

If you have any questions or need clarification regarding the enclosed information, please contact me at (352) 377-5821.

Sincerely,

DI

Mark D. Hadlock, PE Senior Engineer Florida PE No. 56871

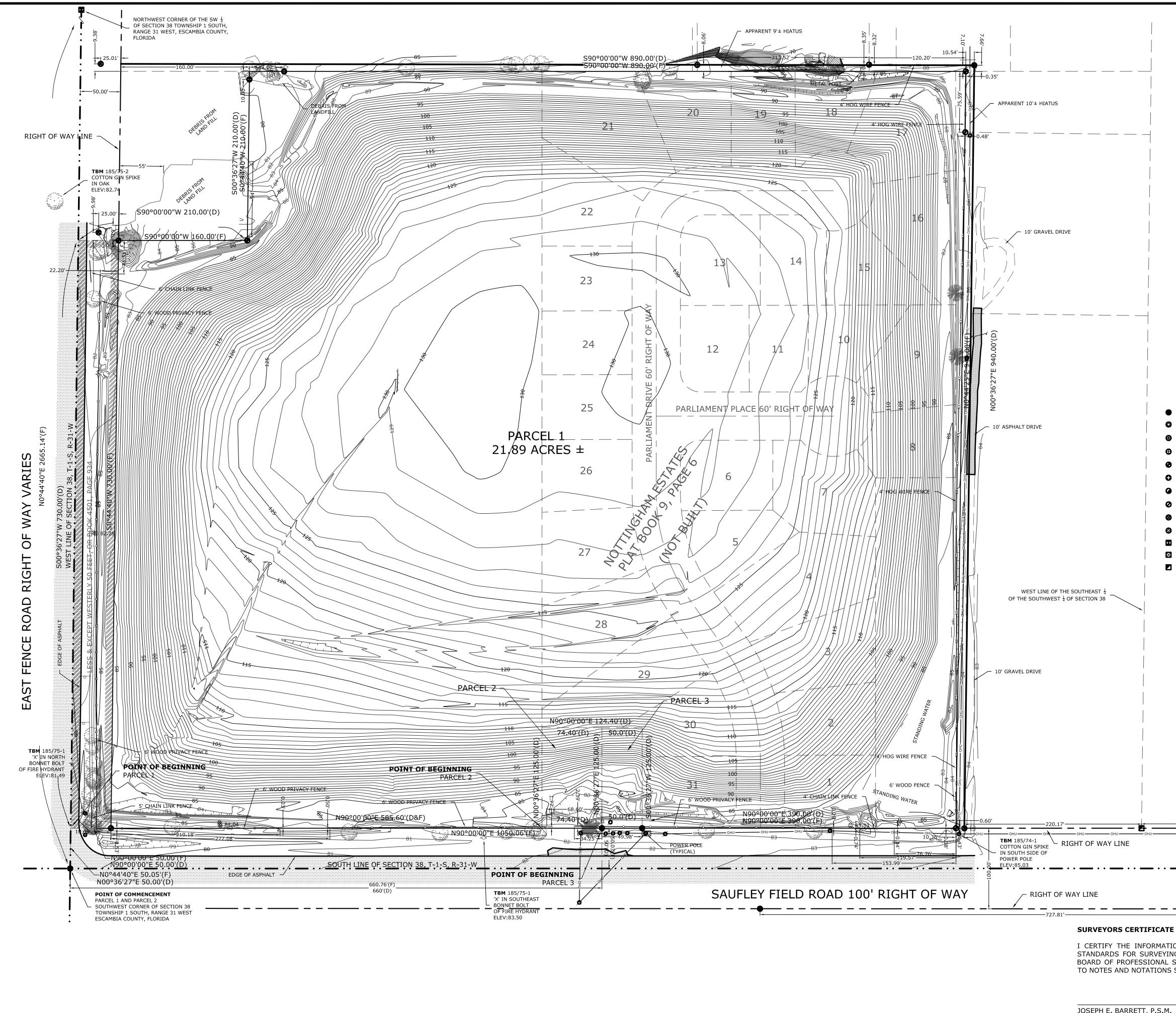
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Attachments:Attachment 1 – Survey
Attachment 2 – Cover Veneer Slope Stability
Attachment 3 – Landfill Gas Uplift Slope Stability
Attachment 4 – Soil Erosion Analysis
Attachment 5 – Wind Uplift
Attachment 6 – Transmissivity and Hydraulic Performance
Attachment 7 – Weathering and Retained Tensile Strength

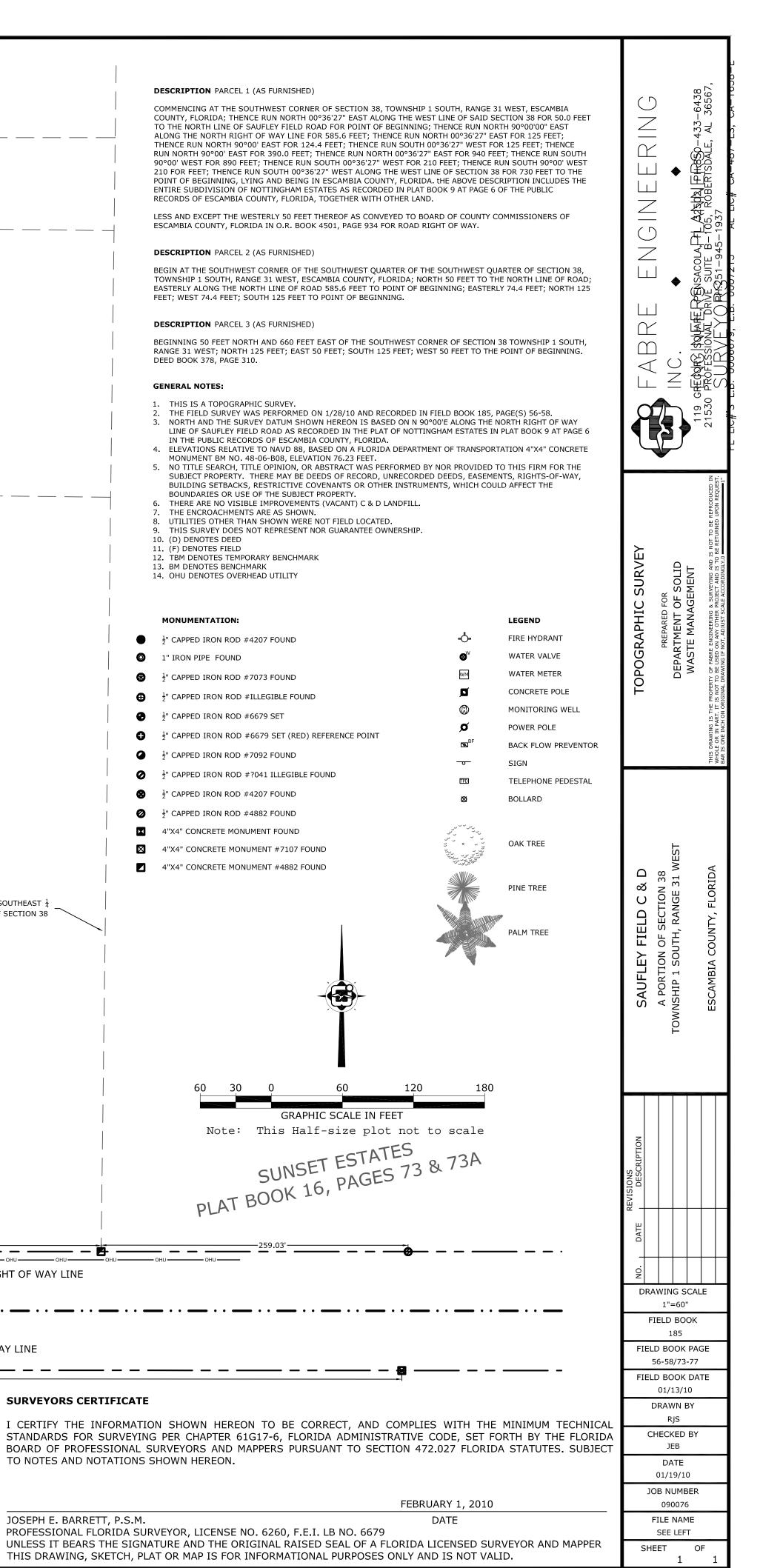
xc: Sandra P. Jennings, PE, Escambia County Bureau Chief Ron Hixson, Escambia County Judy DeVita, Jones Edmunds

ATTACHMENT 1

SURVEY



JOSEPH E. BARRETT, P.S.M.



ATTACHMENT 2

COVER VENEER SLOPE STABILITY

MEMORANDUM



TO:	Project File
FROM:	M. Pollman
DATE:	November 11, 2010
SUBJECT:	Attachment 2: Escambia County Saufley Field Cⅅ Landfill Closure
	Evaluation – Cover Veneer Slope Stability

PURPOSE

The purpose of this analysis is to evaluate the veneer slope stability of the proposed Closure Turf cover system at Saufley Landfill, Escambia County, Florida. A veneer slope stability analysis is required for the proposed final cover system in accordance with FDEP Rule 62-701.600(3)(g)5. FAC. The final cover system shall meet the factor of safety requirements of FDEP Rule 62-701.400(2), FAC and include an analysis for sliding along the weakest interface of the final cover system (veneer slope stability).

METHODOLOGY

The final cover system will consist of 1 foot of intermediate cover soil under the Closure Turf cover system on the longest and steepest slope on the landfill. This analysis evaluates the factor of safety against sliding failure for the Closure Turf system based on product-specific interface friction laboratory testing provided by SGI Testing Services, LLC. The interface shear test was performed with the geomembrane and geosynthetic turf layer to slide freely between the foundation soil and sand ballast layer, resulting in a shear strength determination of the weakest layer of the cover system.

The analysis includes parallel seepage with an equipment load on the face of the slope. *Parallel seepage* is defined as the condition when stormwater builds up parallel to the slope. The analysis is based on equations presented by Qian et al. (2002) using a specified saturation thickness of the cover soil (parallel submergence ratio). The analysis was performed using the minimum interface friction angle (δ) for the cover system components with parallel seepage build-up. The analysis is provided as Attachment 2a.

PARAMETERS

Important parameters include the parallel submergence ratio, the cover slope geometry, peak interface friction angle of the cover system, and soil properties. The sand and geosynthetic turf are assumed to be fully saturated, thus the submergence ratio is equal to 1. The cover slope geometry varies across the site; this analysis assumes a worst-case condition of a 32-foot-high slope with a slope angle of 2.5 horizontal to 1 vertical (2.5H:1V). The cover slope geometry is shown in Attachment 1. The laboratory interface friction angle testing report is provided in Attachment 2b. The peak interface friction angle was measured for the total Closure Turf system

by setting the geomembrane and geosynthetic turf between two sand layers, thus allowing any of the interfaces to fail. The confining stress is very low because the only confining weight is the 1-inch-thick sand layer. The friction angle is 39 degrees, with the failure occurring between the geosynthetic turf and the geomembrane. The density and friction angle of the sand are also required in the calculation and are assumed to be 110 pounds per cubic foot and 34°, respectively.

RESULTS

When the peak interface friction angle of 39° is used, the factor of safety against cover veneer slope failure is greater than the minimum required factor of safety of 1.5. Therefore, the Closure Turf cover system at the Saufley Field C&DD Landfill meets the requirements of Rule 62-701.400(2), FAC.

ATTACHMENT 2a: VENEER SLOPE STABILITY ANALYSIS AND REFERENCES

	Project Number	:	05050-042-	01			
	Project Name:		Escambia C				
JUNES			Closure Tur				
JONES EDMUNDS			Escambia C	ounty, Florida			
LDWIUNDS	Prepared by:		M.Pollman				
			H. Boudrea				
Fini	te Veneer Slop		Ū.	lations			
	Parall	-	0				
	100% Satur	ation 1	Thickness				
Landfill Cross-Section	т	0.00	<u> </u>			110	c
Sand and Geosynthetic Turf Grass - 1-inch	T ₁ =	0.08	feet		$\gamma_{\text{moist}} =$	110	pcf
Textured 50 mil LLDPE Geomembrane	$T_2 =$	0.01	feet		$\gamma =$	59	pcf
Intermediate Cover Soil	T ₃ =	1	feet		$\gamma_{\text{moist}} =$	110	pcf
Design Data:							
1. Highlighted cells are input values, all other cells are	calculated values.			Saturation Thi	ckness (%):	100%	
W_A = weight of active wedge = 0.5 [(γ_{moist} (h - h				$h_w))]/(\sin\beta\cos\beta) + W_e$		2,047	lb/ft
W_P = weight of passive wedge = 0.5 [γ_{moist} (h ² -	h_{w}^{2}) + γ_{sat} (h_{w}^{2})] / (s	sinβ cos	3)			1.6	2 lb/ft
W_e = equivalent equipment force per unit width						74	3 lb/ft
U_{AN} = resultant of pore water pressures acting or				o slope)			8 lb/ft
$= \gamma_{\rm w} h_{\rm w} (\rm H - 0.5 h_{\rm w} \cos\beta)/tan\beta$		0.4	r · · · · ·	r · · · ·			
U_{PN} = resultant of pore water pressures acting or	bottom of passive	wedge (p	erpendicular	to bottom of passive w	vedge)	0.6	9 lb/ft
	I	0.1	1	I	8.7	0.0	<i>i</i> 10/11
$-0.5 \times h^{2}$ /topB							
$= 0.5 \gamma_{\rm w} {\rm h_w}^2 / \tan\beta$	lateral side of activ	le or nass	ive wedge (n	ernendicular to latera	side)	0.2	0.11./0
$\frac{1}{U_{\rm H}} = 0.5 \ \gamma_{\rm w} \ h_{\rm w}^{2} / \tan\beta$ $U_{\rm H} = \text{resultant of pore water pressures acting or}$ $= 0.5 \ \gamma_{\rm w} \ h_{\rm w}^{2}$	lateral side of activ	ve or pass	ive wedge (p	erpendicular to latera	l side)	0.23	8 lb/ft
U_{H} = resultant of pore water pressures acting or $= 0.5 \; \gamma_{w} \; {h_{w}}^{2}$		ve or pass	ive wedge (p	erpendicular to latera	l side)		
$U_{\rm H}$ = resultant of pore water pressures acting or	* γ.,			erpendicular to latera	l side)		8 lb/ft 2 lb/ft ³
U_{H} = resultant of pore water pressures acting or = 0.5 $\gamma_{w} h_{w}^{2}$ γ_{dry} = dry unit weight of soil cover = (G/(1+e))	* γ				l side)		2 lb/ft ³
$\begin{split} U_{H} &= \text{resultant of pore water pressures acting or} \\ &= 0.5 \; \gamma_{w} \; h_{w}^{-2} \\ \gamma_{dry} &= dry \; \text{unit weight of soil cover} \; = (G/(1+e)) \\ & \text{when} \end{split}$	* γ_w ere: $G = 2.7$	·			l side)	102 100%	2 lb/ft ³
$\begin{split} U_{H} &= \text{resultant of pore water pressures acting or} \\ &= 0.5 \ \gamma_{w} \ h_{w}^{\ 2} \\ \hline \gamma_{dry} &= dry \ \text{unit weight of soil cover} \ = (G/(1+e)) \\ & \text{whe} \\ \hline S &= \text{Thickness of Saturated soil cover} \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + e) \\ \hline \gamma_{sat} &= saturated unit weight of soil cover$	* γ_w ere: $G = 2.7$	·			l side)	102 100%	2 lb/ft ³
$\begin{split} U_{H} &= \text{resultant of pore water pressures acting or} \\ &= 0.5 \ \gamma_{w} \ h_{w}^{\ 2} \\ \hline \gamma_{dry} &= dry \ unit \ weight \ of \ soil \ cover \ = (G/(1+e)) \\ & whe \\ \hline S &= \text{Thickness of Saturated soil cover} \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover \ = (G + \gamma_{w} = unit \ weight \ of \ water} \end{split}$	* γ_{w} re: G = 2.7 Se)(γ_{w}) / (1+e) (S =	100%)			l side)	102 100% 122 62.4	2 lb/ft ³ 6 7 lb/ft ³ 4 lb/ft ³
$\begin{split} U_{H} &= \text{resultant of pore water pressures acting or} \\ &= 0.5 \ \gamma_{w} \ h_{w}^{\ 2} \\ \hline \gamma_{dry} &= \text{dry unit weight of soil cover } = (G/(1+e)) \\ & \text{whe} \\ \hline S &= \text{Thickness of Saturated soil cover} \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover } = (G + \gamma_{w} = \text{unit weight of water} \\ \hline h &= \text{thickness of soil cover (perpendicular to slite)} \end{split}$	* γ_w re: G = 2.7 Se)(γ_w) / (1+e) (S = ope) (design) (T ₁ +	100%) T ₂)			l side)	100% 100% 12 62 0.	2 lb/ft ³ 6 7 lb/ft ³ 4 lb/ft ³ 1 ft
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$\begin{split} U_{H} &= \text{resultant of pore water pressures acting or} \\ &= 0.5 \ \gamma_{w} \ h_{w}^{\ 2} \\ \hline \gamma_{dry} &= dry \ unit \ weight \ of \ soil \ cover \ = (G/(1+e)) \\ & where \\ S &= \text{Thickness of Saturated soil cover} \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover \ = (G + \gamma_{w} = \text{unit weight of water} \\ h &= \text{thickness of soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (perpendicular to sl} \\ h_{w} &= height of free water source in soil cover (perpendicu$	* γ_w ere: G = 2.7 Se)(γ_w) / (1+e) (S = ope) (design) (T ₁ + erpendicular to slop ength testing report,	100%) T ₂) pe)	e 2.5 34	= 0.65 to 1 degrees =	l side)	100% 100% 122 62. 0. 0. 0. 30. 31 0.33 0.55	2 lb/ft ³ 6 7 lb/ft ³ 4 lb/ft ³ 1 ft 1 ft 2 ft 8 radians 9 radians
$\begin{split} U_{H} &= \text{resultant of pore water pressures acting or} \\ &= 0.5 \ \gamma_{w} \ h_{w}^{\ 2} \\ \hline \gamma_{dry} &= dry \ unit \ weight \ of \ soil \ cover \ = (G/(1+e)) \\ & whe \\ S &= \text{Thickness of Saturated soil cover} \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + \\ \gamma_{w} &= \text{unit weight of water} \\ h &= \text{thickness of soil cover (perpendicular to sl} \\ h_{w} &= \text{height of free water source in soil cover (p} \\ H &= \text{Landfill slope height (maximum)} \\ \hline \beta &= \text{slope angle} \\ \hline \phi &= \text{friction angle of soil} \\ \hline \delta &= \text{ interface friction angle} \\ (See \ Attachment \ 1b \ for \ interface \ shear \ strescore \ FS = factor \ of \ safety \ against \ veneer \ slope \ fail \ where: \end{split}$	* γ_w ere: G = 2.7 Se)(γ_w) / (1+e) (S = ope) (design) (T ₁ + erpendicular to slop ength testing report,	100%) T ₂) pe)	e 2.5 34	= 0.65 to 1 degrees =	l side)	100 100% 12 62.4 0. 0. 0.3 0.3 0.5 0.65	2 lb/ft ³ 6 7 lb/ft ³ 4 lb/ft ³ 1 ft 1 ft 2 ft 8 radians 9 radians 8 radians
$\begin{split} U_{H} &= \text{resultant of pore water pressures acting or} \\ &= 0.5 \ \gamma_{w} \ h_{w}^{\ 2} \\ \hline \gamma_{dry} &= dry \ unit \ weight \ of \ soil \ cover \ = (G/(1+e)) \\ & whee \\ \hline S &= \text{Thickness of Saturated soil cover} \\ \hline \gamma_{sat} &= \text{saturated unit weight of soil cover} \ = (G + \\ \hline \gamma_{w} &= \text{unit weight of soil cover} \ = (G + \\ \hline \gamma_{w} &= \text{unit weight of water} \\ \hline h &= \text{thickness of soil cover (perpendicular to sl} \\ \hline h_{w} &= \text{height of free water source in soil cover (p} \\ \hline H &= \text{Landfill slope height (maximum)} \\ \hline \beta &= \text{slope angle} \\ \hline \phi &= \text{friction angle of soil} \\ \hline \delta &= \text{ interface friction angle} \\ \hline (See \ Attachment \ lb \ for \ interface \ shear \ strr \\ \hline FS &= \ factor \ of \ safety \ against \ veneer \ slope \ fail \\ \hline where: \\ \hline a &= \ W_{A} \sin\beta \cos\beta + U_{H} (1 - \cos^{2}\beta) \end{split}$	* γ_w re: $G = 2.7$ Se)(γ_w) / (1+e) (S = ope) (design) (T ₁ + erpendicular to slop ength testing report, ure = -b -	100%) T ₂) be) + (b ² - 4	e 2.5 34 ac) ^{1/2} / 2a	= 0.65 to 1 degrees = 39	l side)	102 100% 122 62.4 0. 0. 0. 32 0.33 0.55 0.65 0.65	2 lb/ft ³ 6 7 lb/ft ³ 4 lb/ft ³ 1 ft 1 ft 2 ft 8 radians 9 radians 8 radians 6
$\begin{split} & U_{H} = \text{resultant of pore water pressures acting or} \\ & = 0.5 \ \gamma_{w} \ h_{w}^{\ 2} \\ & \gamma_{dry} = dry \ unit \ weight \ of \ soil \ cover \ = (G/(1+e)) \\ & \text{where} \\ & S = \text{Thickness of Saturated soil cover} \\ & \gamma_{sat} = \text{saturated unit weight of soil cover} \ = (G + \\ & \gamma_{w} = \text{unit weight of water} \\ & h = \text{thickness of soil cover (perpendicular to sl} \\ & h_{w} = \text{height of free water source in soil cover (p} \\ & H = \text{Landfill slope height (maximum)} \\ & \beta = \text{slope angle} \\ & \phi = \text{friction angle of soil} \\ & \delta = \text{ interface friction angle} \\ & (See \ Attachment \ 1b \ for \ interface \ shear \ strr \\ & \mathbf{FS} = \mathbf{factor of safety against veneer slope fail} \\ & \text{where:} \\ & a = \ W_{A} \sin\beta \cos\beta + U_{H} (1 - \cos^{2}\beta) \\ & b = \ - [W_{P} \ tan\phi + W_{A} (\sin^{2}\beta \ tan\phi + \cos^{2}\beta \ tan\delta) \\ \end{split}$	* γ_w re: $G = 2.7$ Se)(γ_w) / (1+e) (S = ope) (design) (T ₁ + erpendicular to slop ength testing report, ure = -b - - U _{AN} cos β tan δ - U	100%) T ₂) be) + (b ² - 4	e 2.5 34 ac) ^{1/2} / 2a	= 0.65 to 1 degrees = 39	side)	100% 100% 122 62.4 0. 0. 0. 33 0.33 0.55 0.66 700 -1,266	2 lb/ft ³ 6 7 lb/ft ³ 4 lb/ft ³ 1 ft 1 ft 2 ft 8 radians 9 radians 8 radians 6 8
$\begin{split} & U_{H} = \text{resultant of pore water pressures acting or} \\ & = 0.5 \ \gamma_{w} \ h_{w}^{\ 2} \\ & \gamma_{dry} = \text{dry unit weight of soil cover} = (G/(1+e)) \\ & \text{where} \\ & S = \text{Thickness of Saturated soil cover} \\ & \gamma_{sat} = \text{saturated unit weight of soil cover} = (G + \\ & \gamma_{w} = \text{unit weight of water} \\ & h = \text{thickness of soil cover (perpendicular to sl} \\ & h_{w} = \text{height of free water source in soil cover (p} \\ & H = \text{Landfill slope height (maximum)} \\ & \beta = \text{slope angle} \\ & \phi = \text{friction angle of soil} \\ & \delta = \text{ interface friction angle} \\ & (See \ Attachment \ 1b \ for \ interface \ shear \ strr \\ & \mathbf{FS} = \mathbf{factor of safety against veneer slope faill \\ \\ & \text{where:} \\ & a = \ W_{A} \sin\beta\cos\beta + U_{H} (1 - \cos^{2}\beta \) \end{split}$	* γ_w re: $G = 2.7$ Se)(γ_w) / (1+e) (S = ope) (design) (T ₁ + erpendicular to slop ength testing report, ure = -b - - U _{AN} cos β tan δ - U	100%) T ₂) be) + (b ² - 4	e 2.5 34 ac) ^{1/2} / 2a	= 0.65 to 1 degrees = 39	FS =	102 100% 122 62.4 0. 0. 0. 32 0.33 0.55 0.65 0.65	2 lb/ft ³ 6 7 lb/ft ³ 4 lb/ft ³ 1 ft 1 ft 2 ft 8 radians 9 radians 8 radians 6 8 1

Designing with Geosynthetics by Koerner, R.M, 1998, Prentice Hall, New Jersey.
 Soil Mechanics, by Lambe & Whitman, 1969 (Table 3.2 - void ratio and Table 3.1 - specific gravity).

ATTACHMENT 2a-1: GEOTECHNICAL ASPECTS OF LANDFILL DESIGN AND CONSTRUCTION BY QIAN, KOERNER, GRAY, 2002.

GEOTECHNICAL ASPECTS OF LANDFILL DESIGN AND CONSTRUCTION

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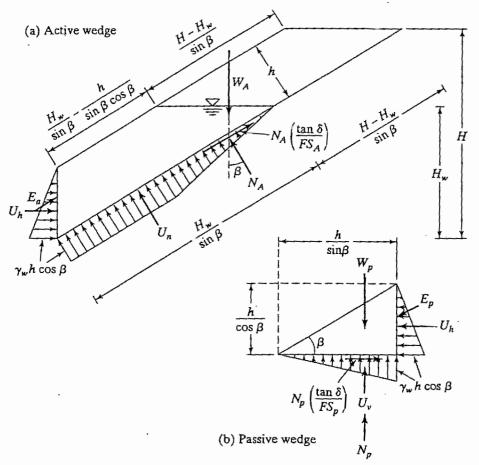


FIGURE 13.13 Limit Equilibrium Forces Involved in a Finite Length Slope of Uniform Cover Soil with Horizontal Seepage Buildup

The interwedge force acting on the active wedge can then be expressed as

$$E_{\rm A} = W_{\rm A} \cdot \sin\beta + U_{\rm h} \cdot \cos\beta - \frac{N_{\rm A} \cdot \tan\delta}{FS}$$

The passive wedge can be considered in a similar manner and the following expressions result:

$$W_{\rm P} = \frac{\gamma_{\rm sat} \cdot h^2}{\sin 2\beta} \tag{13.18}$$

$$U_{\rm v} = U_{\rm h} \cdot \cot\beta \tag{13.19}$$

The interwedge force acting on the passive wedge can then be expressed as

$$E_{\rm P} = \frac{U_{\rm h} \cdot (FS) - (W_{\rm P} - U_{\rm v}) \cdot \tan \phi}{\sin \beta \cdot \tan \phi - \cos \beta \cdot (FS)}$$

By setting $E_A = E_P$, the following equation can be arranged in the form of $ax^2 + bx + c = 0$, which in this case is

$$a \cdot FS^2 + b \cdot FS + c = 0$$

The resulting FS-value is then obtained from the conventional solution of the quadratic equation as

$$FS = \frac{-b \pm (b^2 - 4 \cdot a \cdot c)^{0.5}}{2 \cdot a}$$
(13.20)

where $a = W_A \cdot \sin\beta \cdot \cos\beta - U_h \cdot \cos^2\beta + U_h$ $b = -W_A \cdot \sin^2\beta \cdot \tan\phi + U_h \cdot \sin\beta \cdot \cos\beta \cdot \tan\phi - N_A \cdot \cos\beta \cdot \tan\delta$ $- (W_P - U_v) \cdot \tan\phi$ $c = N_A \cdot \sin\beta \cdot \tan\delta \cdot \tan\phi$

13.4.3.2 The Case of Parallel-to-Slope Seepage Buildup. Figure 13.14 shows the free body diagrams of both the active and passive wedges with seepage buildup in the direction parallel to the slope. Parallel seepage buildup can occur when soils placed above a geomembrane are initially too low in their hydraulic conductivity, or become too low due to long-term clogging from overlying soils that are not filtered. The individual forces, friction angles, and slope angles involved in Figure 13.14 are listed as follows:

- W_A = weight of the active wedge (area times unit weight), lb/ft or kN/m;
- $W_{\rm P}$ = weight of the passive wedge (area times unit weight), lb/ft or kN/m;
- β = angle of the slope, degree;
- H = height of the cover soil slope from the toe of the cover soil to the top of the slope (see Figure 13.14), ft or m;
- h = thickness of the soil layer (perpendicular to the slope), ft or m;
- h_{w} = depth of seepage water in the soil layer (perpendicular to the slope), ft or m;
- γ = moisture unit weight of the soil layer, lb/ft³ or kN/m³;
- γ_{sat} = saturated unit weight of the soil layer, lb/ft³ or kN/m³;
- $\gamma_w =$ unit weight of water, 62.4 lb/ft³ or 9.81 kN/m³;
- ϕ = friction angle of the cover soil, degree;
- δ = interface friction angle between the soil layer and geomembrane, degree;
- $N_{\rm A}$ = normal force acting on bottom of the active wedge, lb/ft or kN/m;

 $F_{\rm A}$ = frictional force acting on bottom of the active wedge, lb/ft;

- U_{AN} = resultant of the pore water pressures acting on bottom of the active wedge (perpendicular to the slope), lb/ft or kN/m;
- U_{AH} = resultant of the pore water pressures acting on lower lateral side of the active wedge (perpendicular to the interface between the active and passive wedges), lb/ft or kN/m;
- $E_{\rm A}$ = force from passive wedge acting on active wedge (unknown in magnitude but assumed direction parallel to the slope), lb/ft or kN/m;
- $N_{\rm P}$ = normal force acting on the bottom of passive wedge, lb/ft or kN/m;
- $F_{\rm P}$ = frictional force acting on the bottom of passive wedge, lb/ft or kN/m;
- U_{PH} = resultant of the pore water pressures acting on lateral side of the passive wedge (perpendicular to the lateral side), lb/ft or kN/m;

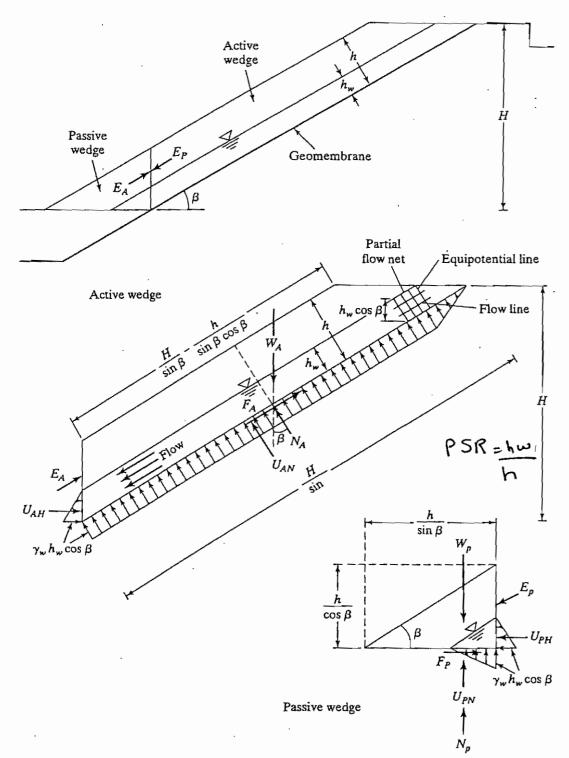


FIGURE 13.14 Cross Section of Sand Layer over Geomembrane on Side Slope with Seepage Parallel to Slope.

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$$FS = \frac{N_{\rm P} \cdot \tan \phi}{F_{\rm P}} \tag{13.33}$$

Substituting Equations 13.29 and 13.32 into Equation 13.33 gives

$$\begin{split} & (W_{\rm P} - U_{\rm PN} + W_{\rm A} \cdot \sin^2\beta - U_{\rm AH} \cdot \sin\beta \cdot \cos\beta) \cdot \tan\phi \\ & FS = \frac{-(W_{\rm A} \cdot \cos\beta - U_{\rm A} + U_{\rm AH} \cdot \sin\beta) \cdot \sin\beta \cdot \tan\delta \cdot \tan\phi/FS}{U_{\rm PH} + W_{\rm A} \cdot \sin\beta \cdot \cos\beta - U_{\rm AH} \cdot \cos^2\beta} \\ & -(W_{\rm A} \cdot \cos\beta - U_{\rm AN} + U_{\rm AH} \cdot \sin\beta) \cdot \cos\beta \cdot \tan\delta/FS \\ (U_{\rm PH} + W_{\rm A} \cdot \sin\beta \cdot \cos\beta - U_{\rm AH} \cdot \cos^2\beta) \cdot FS - (W_{\rm A} \cdot \cos\beta - U_{\rm AN} + U_{\rm AH} \cdot \sin\beta) \\ & \cdot \cos\beta \cdot \tan\delta = (W_{\rm P} - U_{\rm PN} + W_{\rm A} \cdot \sin^2\beta - U_{\rm AH} \cdot \sin\beta \cdot \cos\beta) \\ & \cdot \tan\phi - (W_{\rm A} \cdot \cos\beta - U_{\rm A} + U_{\rm AH} \cdot \sin\beta) \cdot \sin\beta \cdot \tan\beta \cdot \tan\phi/FS \\ (W_{\rm A} \cdot \sin\beta \cdot \cos\beta + U_{\rm PH} - U_{\rm AH} \cdot \cos^2\beta) \cdot FS^2 - (W_{\rm A} \cdot \cos\beta - U_{\rm AN} + U_{\rm AH} \cdot \sin\beta) \\ & \cdot \cos\beta \cdot \tan\delta \cdot FS = (W_{\rm P} - U_{\rm PN} + W_{\rm A} \cdot \sin^2\beta - U_{\rm AN} + U_{\rm AH} \cdot \sin\beta) \\ & \cdot \cos\beta \cdot \tan\delta \cdot FS = (W_{\rm P} - U_{\rm PN} + W_{\rm A} \cdot \sin^2\beta - U_{\rm AH} \cdot \sin\beta \cdot \cos\beta) \\ & \cdot \tan\phi \cdot FS - (W_{\rm A} \cdot \cos\beta - U_{\rm A} + U_{\rm AH} \cdot \sin\beta) \cdot \sin\beta \cdot \tan\delta \cdot \tan\phi \\ (W_{\rm A} \cdot \sin\beta \cdot \cos\beta + U_{\rm PH} - U_{\rm AH} \cdot \cos^2\beta) \cdot FS^2 - [W_{\rm P} \cdot \tan\phi + W_{\rm A} \cdot (\sin^2\beta \cdot \tan\phi + \cos^2\beta \cdot \tan\delta) - U_{\rm AN} \cdot \cos\beta \cdot \tan\delta - U_{\rm PN} \cdot \tan\phi + U_{\rm AH} \cdot \sin\beta \cdot \cos\beta \\ & \cdot (\tan\phi - \tan\delta)] \cdot FS + (W_{\rm A} \cdot \cos\beta - U_{\rm A} + U_{\rm AH} \cdot \sin\beta) \cdot \sin\beta \cdot \tan\delta \cdot \tan\phi = 0 \end{split}$$

Because
$$U_{\rm H} = U_{\rm PH} = U_{\rm AH}$$

 $[W_{A} \cdot \sin\beta \cdot \cos\beta + U_{H} \cdot (1 - \cos^{2}\beta)] \cdot FS^{2} - [W_{P} \cdot \tan\phi + W_{A} \cdot (\sin^{2}\beta \cdot \tan\phi + \cos^{2}\beta \cdot \tan\delta) - U_{AN} \cdot \cos\beta \cdot \tan\delta - U_{PN} \cdot \tan\phi + U_{H} \cdot \sin\beta \cdot \cos\beta \cdot (\tan\phi - \tan\delta)] \cdot FS + (W_{A} \cdot \cos\beta - U_{AN} + U_{H} \cdot \sin\beta) \cdot \sin\beta \cdot \tan\delta \cdot \tan\phi = 0$ (13.35)

Using
$$a \cdot x^2 + b \cdot x + c = 0$$

The resulting FS can be expressed as

$$FS = \frac{-b \pm (b^2 - 4 \cdot a \cdot c)^{0.5}}{2 \cdot a}$$
(13.36)

where

$$a = W_{A} \cdot \sin\beta \cdot \cos\beta + U_{H} \cdot (1 - \cos^{2}\beta)$$

$$b = -[W_{P} \cdot \tan\phi + W_{A} \cdot (\sin^{2}\beta \cdot \tan\phi + \cos^{2}\beta \cdot \tan\delta) - U_{AN} \cdot \cos\beta \cdot \tan\delta$$

$$- U_{PN} \cdot \tan\phi + U_{H} \cdot \sin\beta \cdot \cos\beta \cdot (\tan\phi - \tan\delta)]$$

$$c = (W_{A} \cdot \cos\beta - U_{AN} + U_{H} \cdot \sin\beta) \cdot \sin\beta \cdot \tan\delta \cdot \tan\phi$$

$$U_{AN} = \gamma_{w} \cdot h_{w} \cdot (H - 0.5 h_{w} \cdot \cos\beta) / \tan\beta \qquad (13.37)$$

$$U_{H} = 0.5 \cdot \gamma_{w} \cdot h_{w}^{2} \qquad (13.38)$$

$$U_{PN} = 0.5 \cdot \gamma_{w} \cdot h_{w}^{2} / \tan\beta \qquad (13.39)$$

$$W_{A} = 0.5 \cdot [\gamma \cdot (h - h_{w})(2 \cdot H \cdot \cos\beta - h - h_{w})]$$

$$+ \gamma_{\rm sat} \cdot h_{\rm w} \cdot (2 \cdot H \cdot \cos\beta - h_{\rm w})] / (\sin\beta \cdot \cos\beta)$$
(13.40)

$$W_{\mathbf{p}} = 0.5 \cdot \left[\gamma \cdot (h^2 - h_{\mathbf{w}}^2) + \gamma_{\mathrm{sat}} \cdot h_{\mathbf{w}}^2\right] / (\sin\beta \cdot \cos\beta)$$
(13.41)

- $U_{\rm H}$ = resultant of the pore water pressures acting on lateral side of the active wedge or passive wedge (perpendicular to the lateral side), lb/ft or kN/m, $U_{\rm H} = U_{\rm AH} = U_{\rm PH}$;
- U_{PN} = resultant of the pore water pressures acting on bottom of the passive wedge (perpendicular to bottom of the passive wedge), lb/ft or kN/m;
- $E_{\rm P}$ = force from active wedge acting on passive wedge (unknown in magnitude but assumed direction parallel to the slope), lb/ft or kN/m, $E_{\rm A} = E_{\rm P}$;
- FS = factor of safety for stability of the cover soil mass.

Considering the force equilibrium of the active wedge (Figure 13.14), we obtain

$$\Sigma F_{Y} = 0; \qquad N_{A} + U_{AN} = W_{A} \cdot \cos\beta + U_{AH} \cdot \sin\beta$$

$$N_{A} = W_{A} \cdot \cos\beta - U_{AN} + U_{AH} \cdot \sin\beta \qquad (13.21)$$

$$\Sigma F_{Y} = 0; \qquad F_{A} + E_{A} + U_{AH} \cdot \cos\beta = W_{A} \cdot \sin\beta$$

$$X = 0.$$
 $T_A + E_A + O_{AH} \cos \beta = W_A \sin \beta$

$$q_{\rm A} = W_{\rm A} \cdot \sin\beta - U_{\rm AH} \cdot \cos\beta - F_{\rm A} \tag{13.22}$$

$$F_{\rm A} = N_{\rm A} \cdot \tan \delta / FS \tag{13.23}$$

Substituting Equation 13.21 into Equation 13.23 gives

$$F_{\rm A} = (W_{\rm A} \cdot \cos\beta - U_{\rm A} + U_{\rm AH} \cdot \sin\beta) \cdot \tan\delta/FS \qquad (13.24)$$

Substituting Equation 13.24 into Equation 13.22 gives

$$E_{\rm A} = W_{\rm A} \cdot \sin\beta - U_{\rm AH} \cdot \cos\beta - (W_{\rm A} \cdot \cos\beta - U_{\rm A} + U_{\rm AH} \cdot \sin\beta) \cdot \tan\delta/FS \quad (13.25)$$

Considering the force equilibrium of the passive wedge (Figure 13.14) yields

$$E_{\rm P} = E_{\rm A} \tag{13.26}$$

$$\Sigma F_{\rm Y} = 0$$
: $N_{\rm P} + U_{\rm PN} = W_{\rm P} + E_{\rm P} \cdot \sin\beta$ (13.27)

Substituting Equation 13.26 into Equation 13.27 gives

$$N_{\rm P} = W_{\rm P} + E_{\rm A} \cdot \sin\beta - U_{\rm PN} \tag{13.28}$$

Substituting Equation 13.25 into Equation 13.28 gives

$$N_{\rm P} = W_{\rm P} - U_{\rm PN} + [W_{\rm A} \cdot \sin\beta - U_{\rm AH} \cdot \cos\beta - (W_{\rm A} \cdot \cos\beta - U_{\rm A} + U_{\rm AH} \cdot \sin\beta) + \tan \delta / E S] \cdot \sin \beta$$

$$N_{\rm P} = W_{\rm P} - U_{\rm PN} + W_{\rm A} \cdot \sin^2\beta - U_{\rm AH} \cdot \sin\beta \cdot \cos\beta - (W_{\rm A} \cdot \cos\beta) - U_{\rm A} + U_{\rm AH} \cdot \sin\beta \cdot \sin\beta \cdot \tan\delta/FS$$
(13.29)

$$\Sigma F_{\rm X} = 0$$
: $F_{\rm P} = U_{\rm PH} + E_{\rm P} \cdot \cos\beta$ (13.30)

Substituting Equation 13.26 into Equation 13.30 gives

$$F_{\rm P} = U_{\rm PH} + E_{\rm A} \cdot \cos\beta \tag{13.31}$$

Substituting Equation 13.25 into Equation 13.31 gives

$$F_{\rm P} = U_{\rm PH} + W_{\rm A} \cdot \sin\beta \cdot \cos\beta - U_{\rm AH} \cdot \cos^2\beta - (W_{\rm A} \cdot \cos\beta - U_{\rm AN} + U_{\rm AH} \cdot \sin\beta) \cdot \cos\beta$$
(13.32)

ATTACHMENT 2a-2: DESIGNING WITH GEOSYNTHETICS BY KOERNER, R.M, 1998

Passive we

the same as that described in Section 2.7.4 using geotextiles. High strength geotextiles and geogrids are competitive in this particular application. The technique is considered very appropriate when stone columns are used as the ground modification technique. Sometimes the stone columns are actually contained in a geogrid enclosure, which appears to be a growing application [56].

3.2.7 Veneer Cover Soils

Whenever a lined slope (geomembrane, GCL, or compacted clay) is covered with soil, a stability calculation should be made to assess the potential for sliding failure of the soil on the barrier layer. Three situations come to mind: (1) landfill liners with leachate collection sand or gravel above them until such time that the solid waste acts as a passive resistance restraint; (2) surface impoundment liners where the cover soil is placed over the geomembrane to shield it from ultraviolet light, heat degradation, and equipment damage; and (3) landfill covers that have topsoil and protection soil placed over the geomembrane. In all cases the soil layer is relatively thin (0.3 to 1.0 m), hence the sliding stability of such a veneer of cover soil is the issue.

Due to the typically low shear strength of the covering soil to the liner material, numerous stability problems have arisen. The driving forces creating the instability are gravitational forces, equipment loads, surcharge loads, seepage forces, and/or seismic forces. Each must be carefully considered in the context of the site-specific conditions.

Koerner and Soong [57] have analyzed the general situation through the use of limit equilibrium and a finite slope model, as shown in Figure 3.22. Consider a cover soil placed directly on a geomembrane (or other barrier layer) at a slope angle β . Two discrete zones can be visualized, as shown in Figure 3.22a. There is a small passive wedge near the toe of the slope resisting a long thin active wedge extending the length of the slope. It is assumed that the cover soil is of uniform thickness and constant unit weight. At the top of the slope or at an intermediate berm, we anticipate that a tension crack in the cover soil will occur, thereby breaking continuity with the remaining cover soil at the crest.

Resisting the tendency for the cover soil to slide is the interface friction and/or adhesion of the cover soil to the specific type of underlying geomembrane. The shear strength values of δ and c_a must be obtained from a laboratory direct-shear test, as described earlier. Note that the passive wedge is assumed to move on the underlying cover soil so that the shear strength parameters ϕ and c, which come from soil-to-soil friction tests, will also be required.

By taking free bodies of the passive and active wedges with the appropriate forces being applied, the formulation for the factor of safety results. The resulting equation is not an explicit solution for the FS, and it must be solved using the quadratic equation. The complete development of the equation is given in [57]. Other approaches are found in Giroud and Beech [58], Koerner and Hwu [59], and Thiel and Stewart [60].

Figure 3.22 uniformly thi

Passive wedg

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Sec. 3.2 Designing for Geogrid Reinforcement

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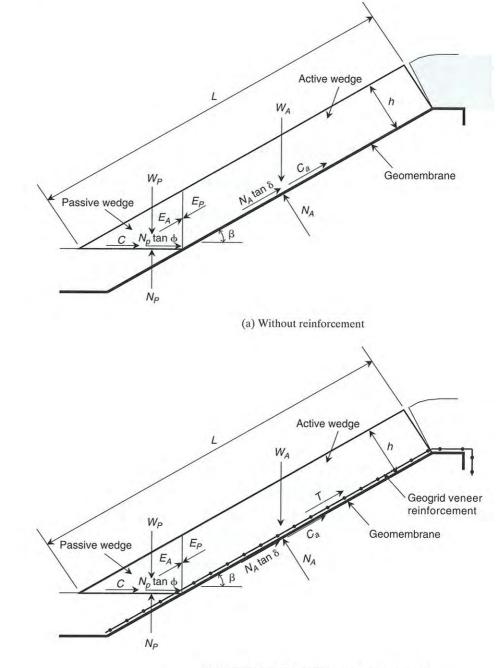
gh strength geotextiles echnique is considered addification technique. d enclosure, which ap-

y) is covered with soil, r sliding failure of the fill liners with leachate id waste acts as a pashe cover soil is placed egradation, and equipection soil placed over 3 to 1.0 m), hence the

I to the liner material, ting the instability are forces, and/or seismic ite-specific conditions. on through the use of 5.22. Consider a cover t a slope angle β . Two ere is a small passive e extending the length ness and constant unit ticipate that a tension h the remaining cover

erface friction and/or membrane. The shear irect-shear test, as deve on the underlying come from soil-to-soil

with the appropriate results. The resulting red using the quadraten in [57]. Other apru [59], and Thiel and



(b) With the use of geogrid veneer reinforcement

Figure 3.22 Limit equilibrium forces involved in a finite length slope analysis for a uniformly thick cover soil. (After Koerner and Soong [57])

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The expression for determining the factor of safety, considering the active wedge, can be derived as follows:

$$W_A = \gamma h^2 \left(\frac{L}{h} - \frac{1}{\sin \beta} - \frac{\tan \beta}{2} \right)$$
(3.15)

$$N_A = W_A \cos \beta \tag{3.16}$$

$$C_a = c_a \left(L - \frac{h}{\sin \beta} \right) \tag{3.17}$$

By balancing the forces in the vertical direction, the following formulation results:

$$E_A \sin \beta = W_A - N_A \cos \beta - \frac{N_A \tan \delta + C_a}{FS} \sin \beta$$

Hence the interwedge force acting on the active wedge is

$$E_A = \frac{(FS)(W_A - N_A \cos \beta) - (N_A \tan \delta + C_a) \sin \beta}{\sin \beta (FS)}$$

The passive wedge can be considered in a similar manner:

$$W_p = \frac{\gamma h^2}{\sin 2\beta} \tag{3.18}$$

$$N_P = W_P + E_P \sin\beta \tag{3.19}$$

$$C = \frac{(c)(h)}{\sin\beta}$$
(3.20)

$$\sin\beta$$
 (3.2

By balancing the forces in the horizontal direction, the following formulation results:

$$E_P \cos \beta = \frac{C + N_P \tan \phi}{FS}$$

Hence the interwedge force acting on the passive wedge is

$$E_P = \frac{C + W_P \tan \phi}{\cos \beta (FS) - \sin \beta \tan \phi}$$

By setting $E_A = E_P$, the following equation can be arranged in the form of $ax^2 + bx + c = 0$, which in our case, using FS values, is

$$a(FS)^2 + b(FS) + c = 0$$
 (3.21)

(3.24)

where

$$a = (W_A - N_A \cos \beta) \cos \beta,$$

$$b = -[(W_A - N_A \cos \beta) \sin \beta \tan \phi + (N_A \tan \delta + C_a) \sin \beta \cos \beta + \sin \beta (C + W_p \tan \phi)], \text{ and}$$
(3.22)

$$c = (N_A \tan \delta + C_a) \sin^2 \beta \tan \phi$$

(mar)

Source: Designing with Geosynthetics 5th Edition, 2005, Koerner, Pearson Education, Inc., New Jersey

The resulting F

where (in Figur

$$W_A = \text{tot}$$

 $W_P = \text{tot}$
 $N_P = \text{eff}$
 $N_P = \text{eff}$
 $\gamma = \text{uni}$
 $h = \text{thid}$
 $L = \text{len}$
 $\beta = \text{soil}$
 $\phi = \text{fric}$
 $\delta = \text{inte}$
 $C_a = \text{adh}$

geo

$$c_a = adh$$

 $C = coh$

c = coh

 $E_A = inte$

 E_P = inte

FS = factor

When the calcula on the geomembred ed as being the r should be is a des

Example 3.12

Given a cov $\gamma = 18 \text{ kN/m}$

Solution:

vith Geogrids Chap. 3	Sec. 3.2 Designing for Geogrid Reinforcement 383	
idering the active wedge,	The resulting FS value is then obtained from the following equation:	
(3.15)	$FS = \frac{-b + \sqrt{b^2 - 4ac}}{2a} $ (3.25)	
(3.16)	where (in Figure 3.22a and in the above analysis)	
(3.17)	W_A = total weight of the active wedge,	
formulation results:	W_P = total weight of the passive wedge, N_A = effective force normal to the failure plane of the active wedge,	
^a sin β	N_P = effective force normal to the failure plane of the passive wedge, γ = unit weight of the cover soil, h = thickness of the cover soil,	
<u>a) sin β</u>	 L = length of slope measured along the geomembrane, β = soil slope angle beneath the geomembrane, φ = friction angle of the cover soil, δ = interface friction angle between cover soil and geomembrane, 	
(3.18)	C_a = adhesive force between cover soil of the active wedge and the geomembrane,	
(3.19) (3.20)	c_a = adhesion between cover soil of the active wedge and the geomembrane, C = cohesive force along the failure plane of the passive wedge, c = cohesion of the cover soil,	
ng formulation results:	E_A = interwedge force acting on the active wedge from the passive wedge, E_P = interwedge force acting on the passive wedge from the active wedge, and FS = factor of safety against cover soil sliding on the geomembrane	
	When the calculated FS value falls below 1.0, a stability failure of the cover soil sliding on the geomembrane is to be anticipated. Thus a value greater than 1.0 must be target- ed as being the minimum factor of safety. How much greater than 1.0 the FS value should be is a design and/or regulatory issue. Example 3.12 illustrates the procedure.	
	Example 3.12	
ged in the form of	Given a cover soil slope of $\beta = 18.4^{\circ}$ (i.e. $3H$ -to- $1V$), $L = 30$ m, $h = 900$ mm, $\gamma = 18$ kN/m ³ , $c = 0$, $\phi = 30^{\circ}$, $c_a = 0$, $\delta = 18^{\circ}$, determine the resulting factor of safety.	
(3.21)	Solution:	
(3.22)	$W_A = \gamma h^2 \left(\frac{L}{h} - \frac{1}{\sin \beta} - \frac{\tan \beta}{2} \right)$	
$+ C_a)$ (5.22)	$= (18.0)(0.90)^2 \left(\frac{30}{0.90} - \frac{1}{\sin 18.4} - \frac{\tan 18.4}{2}\right)$	
(3.23)	= 14.58(33.3 - 3.17 - 0.17)	
(3.24)	= 437 kN/m	

Source: Designing with Geosynthetics 5th Edition, 2005, Koerner, Pearson Education, Inc., New Jersey

Designing with Geogrids

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$$N_{A} = W_{A} \cos \beta$$

$$= 437 \cos 18.4$$

$$= 415 \text{ kN/m}$$

$$W_{P} = \frac{\gamma h^{2}}{\sin 2\beta}$$

$$= \frac{(18.0)(0.90)^{2}}{\sin 36.8}$$

$$= 24.3 \text{ kN/m}$$

$$a = (W_{A} - N_{A} \cos \beta) \cos \beta$$

$$= (437 - 415 \cos 18.4) \cos 18.4$$

$$= 41.0 \text{ kN/m}$$

$$b = -[(W_{A} - N_{A} \cos \beta) \sin \beta \tan \phi + (N_{A} \tan \delta + C_{a}) \sin \beta \cos \beta$$

$$+ \sin \beta (C + W_{P} \tan \phi)]$$

$$= -[(437 - 415 \cos 18.4) \sin 18.4 \tan 30 + (415 \tan 18 + 0) \sin 18.4 \cos 18.4$$

$$+ \sin 18.4(0 + 24.3 \tan 30)]$$

$$= - [7.84 + 40.4 + 4.43]$$

$$= -52.7 \text{ kN/m}$$

$$c = (N_{A} \tan \delta + C_{a}) \sin^{2} \beta \tan \phi$$

$$= (415 \tan 18 + 0) \sin^{2} 18.4 \tan 30$$

$$= 7.8 \text{ kN/m}$$

$$FS = \frac{-b + \sqrt{b^{2} - 4ac}}{2a}$$

$$= \frac{52.7 + \sqrt{(52.7)^{2} - 4(41.0)(7.8)}}{2(41.0)}$$
FS = 1.11 which is too low for a final cover and an appropriate design option is to consider the use of geogrid veneer reinforcement

Figure 3.22b illustrates a growing application of geogrid reinforcement under the generic classification of veneer reinforcement. The geogrid embedded in its own anchor trench at the top of the slope is placed directly on the geomembrane. Soil backfilling (with lightweight construction equipment) proceeds from the toe to the crest of the slope. As backfill is placed, the geogrid reinforcement is tensioned, and, depending on the strength of the reinforcement, some or all of the gravitational stress of the soil is resisted. In the analysis that follows, the soil is assumed to be in contact with the geomembrane (acting through the apertures of the geogrid), the reinforcement is functioning at its allowable value (hence, reduction factors must be applied to the ultimate value), and the active wedge has included in it an additional vector-namely, the allowable geogrid tension, T. For the active wedge, we balance the forces in the vertical direction and the following formulation results.

$$E_A \sin \beta = W_A - N_A \cos \beta - \left(\frac{N_A \tan \delta + C_a}{FS} + T\right) \sin \beta$$

Sec. 3.2 Desi

Hence the interv

$$E_A =$$

Again, by setting lation can be arr.

$$a = (W_A -$$

 $b = -[(W_A]$

 $+\sin\beta$

$$c = (N_A \tan)$$

Again, the resul illustrates the use

Example 3.13

Let us contin reduction fac neer reinfore

Solution: Th tensile streng

Using equation factor of safe

h ___ ===

Sec. 3.2 Designing for Geogrid Reinforcement

Hence the interwedge force acting on the active wedge is

$$E_A = \frac{(FS)(W_A - N_A \cos \beta - T \sin \beta) - (N_A \tan \delta + C_a) \sin \beta}{\sin \beta (FS)}$$

Again, by setting $E_A = E_P$ (recall E_P from the previous analysis), the resulting formulation can be arranged in the form of equation (3.21) where

$$a = (W_A - N_A \cos \beta - T \sin \beta) \cos \beta \quad (3.26)$$

$$b = -[(W_A - N_A \cos \beta - T \sin \beta) \sin \beta \tan \phi + (N_A \tan \delta + C_a) \sin \beta \cos \beta$$

$$+ \sin \beta (C + W_P \tan \phi)], \text{ and} \qquad (3.27)$$

$$c = (N_A \tan \delta + C_a) \sin^2 \beta \tan \phi. \qquad (3.28)$$

pain the resulting FS value can be obtained using equation
$$(3.25)$$
. Example 2.12

Again, the resulting FS value can be obtained using equation (3.25). Example 3.13 illustrates the use of the above analysis.

Example 3.13

Let us continue Example 3.12, now using a geogrid with $T_{ult} = 150$ kN/m and cumulative reduction factors amounting to 4.5. What is the resulting factor of safety for this case of veneer reinforcement?

Solution: The W_A , N_A , and W_P values stay the same as in Example 3.12. The allowable tensile strength of the geogrid reinforcement is

$$T = T_{uli}/\Pi RF$$

= 150/4.5
= 33.3 kN/m

Using equations (3.26), (3.27) and (3.28), together with equation (3.25) give the resulting factor of safety.

$$a = (W_A - N_A \cos \beta - T \sin \beta) \cos \beta$$

= (437 - 415 cos 18.4 - 33.3 sin 18.4) cos 18.4
= 31.4 kN/m
$$b = -[(W_A - N_A \cos \beta - T \sin \beta) \sin \beta \tan \phi + (N_A \tan \delta + C_a) \sin \beta \cos \beta$$

+ sin $\beta(C + W_P \tan \phi)]$
= -[(437 - 415 cos 18.4 - 33.3 sin 18.4) sin 18.4 tan 30
+ (415 tan 18 + 0) sin 18.4 cos 18.4 + sin 18.4(0 + 24.3 tan 30)]
= -50.8 kN/m
$$c = (N_A \tan \delta + C_a) \sin^2 \beta \tan \phi$$

= (415 tan 18 + 0) sin^2 18.4 tan 30

$$= 7.8 \text{ kN/m}$$

3 + 0) sin 18.4 cos 18.4

 $\sin\beta\cos\beta$

ropriate design option orcement

Forcement under the ed in its own anchor ane. Soil backfilling to the crest of the , and, depending on ress of the soil is ren contact with the inforcement is funcblied to the ultimate or—namely, the alprices in the vertical

l sin β

385

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Source: Designing with Geosynthetics 5th Edition, 2005, Koerner, Pearson Education, Inc., New Jersey

The resulting

If the FS valu assumption be earthquake ar analysis is req The seco formation of t tion. The defo imposed on th To begin tained from a value with the tion. If the eart anticipated per exceeds the val the acceleratio tive value of de sidered to be p implications of

3.3 DESIGN CRITIQU

The design sect soil reinforceme regarding geogr

- Economy
- Practicalit
- Necessity, ditional m

The design tional geotechnic

FS =
$$\frac{-b + \sqrt{b^2 - 4ac}}{2a}$$

= $\frac{50.8 + \sqrt{(-50.8)^2 - 4(31.4)(7.8)}}{2(31.4)}$
FS = 1.45 which is acceptable

This solution for veneer reinforcement agrees well with other methods in the literature and with a finite element solution (Wilson-Fahmy and Koerner [61]).

A significant issue, however, is the input variables for the analysis. This is particularly the case for the interface friction value and for the reduction factors on the geosynthetic reinforcement. Also, if a high strength geotextile is being used, the δ value will be for the geotextile to the geomembrane, since geotextiles do not allow for strikethrough of the backfill soil. Concerning an acceptable value of the resulting factor of safety, the site-specific situation must be considered. For leachate collection soils in landfills, relatively low values of FS may be acceptable since the solid waste will provide a buttressing effect as it is placed in the landfill. Conversely, for final cover soils in the closure of landfills, quite high values of FS should be considered since the time frames for service life can be extremely long.

Lastly, in areas of anticipated earthquake activity, the slope stability analysis of a final cover soil over an engineered landfill, abandoned dump, or remediated site must consider seismic forces. In the United States, the Environmental Protection Agency (EPA) regulations require such an analysis for sites that have a probability of $\geq 10\%$ of experiencing a 0.10 g peak horizontal acceleration within 250 years.

The seismic analysis of cover soils of the type under consideration is a two-part process: (1) the calculation of a FS value using a pseudo-static analysis via the addition of a horizontal seismic force acting at the centroid of the cover cross section, and (2) a mandatory permanent deformation analysis if the FS value in the above calculation is less than 1.0. The calculated deformation is then assessed in light of the potential damage to the cover soil section and is accepted, or it is not and the slope will require an appropriate redesign. The redesign is then analyzed until the situation becomes acceptable.

The first part of the analysis is called a *pseudo-static approach*, which follows the previous examples except for the addition of a horizontal force at the centroid of the cover soil in proportion to the anticipated seismic activity. It is first necessary to obtain an average seismic coefficient (C_s) from a seismic zone map (e.g., Algermissen [62]). Such maps are available on a worldwide basis. The value of C_s is nondimensional and is a ratio of the bedrock acceleration to gravitational acceleration.

The additional seismic force is $C_s W_a$ on the active wedge and $C_s W_p$ on the passive wedge. By approaching the problem exactly as before and including the C_s -values, we obtain the following, based on equation (3.21) (see Koerner and Soong [57] for details):

$$a(FS)^2 + b(FS) + c = 0$$

where

$$a = (C_S W_A + N_A \sin \beta) \cos \beta + C_S W_P \cos \beta$$
(3.29)

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Sec. 3.3 Design Critique

 $b = -[(C_S W_A + N_A \sin \beta) \sin \beta \tan \phi$ $+ (N_A \tan \delta + C_a) \cos^2 \beta$ $+ (C + W_P \tan \phi) \cos \beta]$ (3.30)

 $c = (N_A \tan \delta + C_a) \cos \beta \sin \beta \tan \phi$ (3.31)

The resulting FS value is then obtained from equation (3.25):

$$FS = \frac{-b + \sqrt{b^2 - 4ac}}{2a}$$

If the FS value from such a calculation is greater than 1.0, the analysis is complete. The assumption being that cover soil stability can withstand the short-term excitation of an earthquake and still not slide. However, if the value is less than 1.0, a second part of the analysis is required.

The second part of the analysis is directed toward calculating the estimated deformation of the lowest shear strength interface in the cross section under consideration. The deformation is then assessed in light of the potential damage that may be imposed on the system.

To begin the permanent deformation analysis, a yield acceleration, C_{sy} , is obtained from a pseudo-static analysis under an assumed FS = 1.0. We compare this value with the time history response assumed for the actual site location and cross section. If the earthquake time history response never exceeds the value of C_{sy} , there is no anticipated permanent deformation. However, whenever any part of the time history exceeds the value of C_{sy} , permanent deformation is expected. By double integration of the acceleration time history curve, to velocity and then to displacement, the cumulative value of deformation can be obtained. (See Matasovic et al. [63].) This value is considered to be permanent deformation and is then assessed based on the site-specific implications of damage to the final system.

3.3 DESIGN CRITIQUE

The design sections just presented use geogrids in their primary function, which is as soil reinforcement. This primary function comes about because of a number of features regarding geogrids.

- Economy, as in the reduction of base course thickness in unpaved roads
- Practicality, as in geogrid reinforced embankments and walls
- *Necessity*, as in veneer reinforcement of cover soils on geomembranes where traditional methods of construction are not adequate

The design methods in each of the above instances are direct adaptations of traditional geotechnical engineering methods—only now the designs include a reinforcement

ods in the literature

ysis. This is particution factors on the ng used, the δ value not allow for strikee resulting factor of e collection soils in olid waste will pror final cover soils in ered since the time

ability analysis of a mediated site must Protection Agency pability of ≥10% of

ration is a two-part s via the addition of s section, and (2) a above calculation is the potential damage Il require an approomes acceptable. which follows the the centroid of the

necessary to obtain Algermissen [62]). dimensional and is

 $C_s W_p$ on the passive g the C_s -values, we ng [57] for details):

(3.29)

ATTACHMENT 2a-3: SOIL MECHANICS BY LAMBE & WHITMAN, 1969

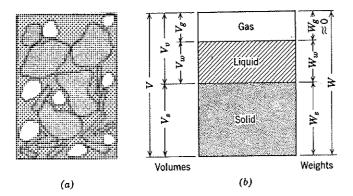


Fig. 3.1 Relationships among soil phases. (a) Element of natural soil. (b) Element separated into phases.

 $n = \frac{V_v}{V}$

 $e = \frac{V_v}{V_v}$

Volume

Porosity:

Void ratio:

Degree of saturation:

n

$$S = \frac{V_w}{V_v}$$
$$= \frac{c}{1+c}; \quad c = \frac{n}{1-n}$$

Weight Water content:

$$w = \frac{W_w}{W_c}$$

Specific Gravity

Mass:

Wotory

Water:

.

Solids:

$$G = \frac{1}{2}$$

 $G_m = \frac{\gamma_t}{\gamma_0}$

 $G_w = \frac{\gamma_w}{\gamma_0}$

 γ_0 = Unit weight of water at 4°C $\approx \gamma_w$ Note that Gw = Se

Unit Weight Total;

$$\gamma_t = \frac{W}{V} = \frac{G + Se}{1 + e} \gamma_w = \frac{1 + w}{1 + e} G\gamma$$

Solids:

$$\gamma_s = \frac{W_s}{V_s}$$

 $\gamma_d = \frac{W_s}{V} = \frac{G}{1+e} \gamma_w = \frac{G\gamma_w}{1+wG/S} = \frac{\gamma_t}{1+w}$

Submerged (buoyant):

$$\gamma_b = \gamma_t - \gamma_w = \frac{G - 1 - e(1 - S)}{1 + e} \gamma_w$$

Submerged (saturated soil):

$$\gamma_b = \gamma_t - \gamma_w = \frac{G-1}{1+e} \gamma_w$$

Specific gravity is the unit weight divided by the unit weight of water. Values of specific gravity of solids G for a selected group of minerals⁴ are given in Table 3.1.

Table 3.1	Specific	Gravities	of	Minerals
-----------	----------	-----------	----	----------

\rightarrow	Quartz	2.65
	K-Feldspars	2,54-2,57
\rightarrow	Na-Ca-Feldspars	2.62-2.76
	Calcite	2.72
	Dolomite	2.85
	Muscovite	2.7-3.1
	Biotite	2.8-3.2
	Chlorite	2.6-2.9
	Pyrophyllite	2.84
	Serpentine	2.2-2.7
	Kaolinite	2.61 ^a
		2.64 ± 0.02
	Halloysite (2 H ₂ O)	2.55
	Illite	2.84 ^a
		2.602.86
	Montmorillonite	2.74 ^a
		2.75-2.78
	Attapulgite	2,30

^a Calculated from crystal structure.

The expression Gw = Sc is useful to check computations of the various relationships.

The student in soil mechanics must understand the meanings of the relationships in Fig. 3.1, convince himself once and for all that they are correct, and add these terms to his active vocabulary. These relationships are basic to most computations in soil mechanics and thus are an essential part of soil mechanics.

1

Typical Values of Phase Relationships for Granular Soils

Figure 3.2 shows two of the many possible ways that a system of equal-sized spheres can be packed. The dense packings represent the densest possible state for such a system. Looser systems than the simple cubic packing can be obtained by carefully constructing arches within the packing, but the simple cubic packing is the loosest of the stable arrangements. The void ratio and porosity of

⁴ Chapter 4 discusses the common soil minerals.

Source: Soil Mechanics, SI Version, Lambe and Whitman, 1979, John Wiley & Sons, New York

 $\gamma_w = \frac{W_w}{V_w} \qquad e = \left(\frac{G}{V_d} Y_w\right) - 1$

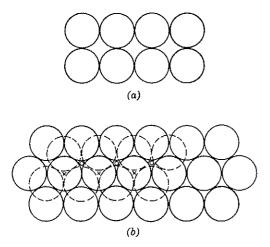


Fig. 3.2 Arrangements of uniform spheres. (a) Plan and elevation view: simple cubic packing. (b) Plan view: dense packing. Solid circles, first layer; dashed circles, second layer; \circ , location of sphere centers in third layer: face-centered cubic array; \times , location of sphere centers in third layer: close-packed hexagonal array. (From Deresiewicz, 1958.)

these simple packings can be computed from the geometry of the packings, and the results are given in Table 3.2.

This table also gives densities for some typical granular soils in both the "dense" and "loose" states. A variety of tests have been proposed to measure the maximum and

Table 3.2 Maximum and Minimum Densities forGranular Soils

	Void	Ratio	Porosit	y (%)	Dry Unit Weight (kN/m ³)		
Description	emax	e _{min}	nmax	n _{min}	γ <i>d</i> min	7 dmax	
Uniform spheres	0,92	0.35	47.6	26.0			
Standard Ottawa sand Clean uniform	0.80	0.50	44	33	14.5	17.3	
sand	1.0	0,40	50	29	13.0	18.5	
Uniform inorganic							
silt	1.1	0.40	52	29	12.6	18.5	
Silty sand	0.90	0.30	47	23	13.7	20.0	
Fine to coarse sand	0.95	0.20	49	17	13.4	21.7	
Micaceous sand	1.2	0.40	55	29	11.9	18.9	
Silty sand and gravel	0.85	0.14	46	12	14.0	22.9	

After B. K. Hough, *Basic Soils Engineering*. Copyright © 1957, The Ronald Press Company, New York.

minimum void ratios (Kolbuszewski, 1948). The test to determine the maximum density usually involves some form of vibration. The test to determine minimum density usually involves pouring oven-dried soil into a container. Unfortunately, the details of these tests have

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not been entirely standardized, and values of the maximum density and minimum density for a given granular soil depend on the procedure used to determine them. By using special measures, one can obtain densities greater than the so-called maximum density. Densities considerably less than the so-called minimum density can be obtained, especially with very fine sands and silts, by slowly sedimenting the soil into water or by fluffing the soil with just a little moisture present.

The smaller the range of particle sizes present (i.e., the more nearly uniform the soil), the smaller the particles, and the more angular the particles, the smaller the minimum density (i.e., the greater the opportunity for building a loose arrangement of particles). The greater the range of particle sizes present, the greater the maximum density (i.e., the voids among the larger particles can be filled with smaller particles).

A useful way to characterize the density of a natural granular soil is with *relative density* D_r , defined as

$$D_{\tau} = \frac{e_{\max} - e}{e_{\max} - e_{\min}} \times 100\%$$
$$= \frac{\gamma_{d \max}}{\gamma_{d}} \times \frac{\gamma_{d} - \gamma_{d \min}}{\gamma_{d \max} - \gamma_{d \min}} \times 100\% \quad (3.1)$$

where

 $e_{\min} = \text{void ratio of soil in densest condition}$

 e_{\max} = void ratio of soil in loosest condition e = in-place void ratio

 $\gamma_{d \max} = dry$ unit weight of soil in densest condition $\gamma_{d \min} = dry$ unit weight of soil in loosest condition $\gamma_{d} = in$ -place dry unit weight

Table 3.3 characterizes the density of granular soils on the basis of relative density.

Relative Density (%)	Descriptive Term
0-15	Very loose
15-35	Loose
35-65	Medium
65-85	Dense
85-100	Very dense

Table 3.3 Density Description

Values of water content for natural granular soils vary from less than 0.1% for air-dry sands to more than 40% for saturated, loose sand.

Typical Values of Phase Relationships for Cohesive Soils

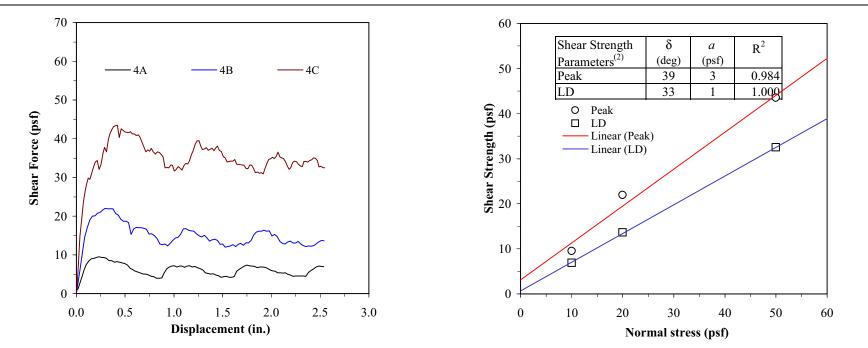
The range of values of phase relationships for cohesive soils is much larger than for granular soils. Saturated sodium montmorillonite at low confining pressure can exist at a void ratio of more than 25; saturated clays

Source: Soil Mechanics, SI Version, Lambe and Whitman, 1979, John Wiley & Sons, New York

ATTACHMENT 2b: INTERFACE FRICTION TESTS

CLOSURETURF LLC -LANDFILL COVER SYSTEM INTERFACE DIRECT SHEAR TESTING (ASTM D 5321)

Upper Shear Box: Concrete sand nominally compacted Artificial grass with grass side (green yarns) up/ Agru 50 mil LLDPE Super Gripnet geomembrane with studs side up/ Lower Shear Box: Concrete sand

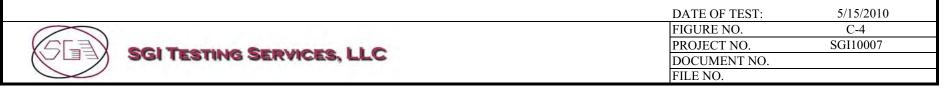


Test	Shear	Normal	Shear	Soa	king	Consol	lidation	Ι	Lower So	il	I	Upper Soi	1	G	CL	Shear S	trengths	Failure
No.	Box Size	Stress	Rate	Stress	Time	Stress	Time	$\gamma_{\rm d}$	ω _i	$\omega_{\rm f}$	$\gamma_{\rm d}$	ω	$\omega_{\rm f}$	ω _i	$\omega_{\rm f}$	$\tau_{\rm P}$	$ au_{ m LD}$	Mode
	(in. x in.)	(psf)	(in./min)	(psf)	(hour)	(psf)	(hour)	(pcf)	(%)	(%)	(pcf)	(%)	(%)	(%)	(%)	(psf)	(psf)	
4A	12 x 12	10	0.04	10	24	-	-	-	-	-	-	-	-	-	-	10	7	(1)
4B	12 x 12	20	0.04	20	24	-	-	-	-	-	-	-	-	-	-	22	14	(1)
4C	12 x 12	50	0.04	50	24	-	-	-	-	-	-	-	-	-	-	44	33	(1)

NOTES:

(1) Sliding (i.e., shear failure) occurred at the interface between the geotextile of the artificial grass and studs side of the geomembrane.

(2) The reported total-stress parameters of friction angle and adhesion were determined from a best-fit line drawn through the test data. Caution should be exercised in using these strength parameters for applications involving normal stresses outside the range of the stresses covered by the test series. The large-displacement (LD) shear strength was calculated using the shear force measured at the end of the test.



ATTACHMENT 3

LANDFILL GAS UPLIFT SLOPE STABILITY

MEMORANDUM



TO:	Project File
FROM:	M. Pollman
DATE:	November 11, 2010
SUBJECT:	Attachment 3: Escambia County Saufley Field Cⅅ Landfill Closure
	Evaluation – Gas Uplift Slope Stability

PURPOSE

The purpose of this analysis is to evaluate the susceptibility of the Closure Turf cover system to slope failure due to positive gas pressures at the surface of Saufley Field C&DD Landfill. Gas uplift may result in slope stability problems if the gas pressures reduce the interface shear strength between the geomembrane and the foundation soil. A gas uplift evaluation for the proposed final cover system was performed in accordance with FDEP Rule 62-701.600(3)(g)5, FAC. This analysis evaluates the maximum allowable gas uplift pressures to maintain the required minimum veneer slope stability factor of safety of 1.5.

METHODOLOGY

The Closure Turf cover system includes 1 inch of sand, Geosynthetic Turf Layer (Artificial Grass), and Agru 50-mil LLDPE Super Gripnet geomembrane. The gas uplift pressures on the geomembrane from below reduce the interface shear strength. If the minimum required factor of safety is 1.5, the maximum allowable gas uplift pressure can be calculated for an infinite slope condition.

PARAMETERS

The parameters used in the slope stability calculation are the Factor of Safety, which is 1.5 for final cover system; slope angle, which is 2.5 horizontal to 1 vertical (2.5H:1V) based on landfill geometery; density of the sand and geomembrane based on standard published values; thickness of the sand and geomembrane; interface friction angle between the geomembrane and the soil based on laboratory testing; and the apparent interface adhesion between the geomembrane and the soil based on laboratory testing. These values are used to calculate the maximum allowable gas uplift pressure. The calculations and references are provided in Attachment 3a.

RESULTS

The results of the gas uplift calculations indicate that a maximum gas pressure of 1.1 inches of water (0.04 psi) at the surface of the landfill will maintain a slope stability factor of safety of 1.5. Maintaining this gas pressure limit at the surface may be controlled using a gas collection and control system (venting or extraction). Therefore, the Closure Turf cover system may be stable under controlled gas uplift pressures.

ATTACHMENT 3a: GAS UPLIFT SLOPE STABILITY ANALYSIS AND REFERENCES

			Project Number	:	05050-04	2-01				
			Project Name:				Saufley Fie	ld C&DI	D Land	fill
JU	NES				Closure 7	•	-			
		EDMUNDS			Escambia	County,	Florida			
			Prepared by:		M.Pollma	ın	Date:	10/1	9/2010)
			Checked by:		H. Boudr	eau	Date:	10/2	5/2010)
		lope Stability Calculations	For Gas Uplift	: - Sta	bility o	f Geom	embrane	/ Soil I	Interf	ace
Closure 7	Furf Cross	s-Section					-	ice: Atto		ıt 5a-1
and - 1-i	inch			$T_1 =$	0.08	feet	$\gamma_{ m moi}$	_{st} =	110	pcf
Geotextil	e Turf Lay	er		$T_2 =$	0	feet		γ = <mark> </mark>	0	pcf
extured	50 mil LLI	DPE Geomembrane		$T_3 =$	0.01	feet		γ = (0.94	g/cc
Note	: Converse	on from g/cc to pcf multiply by	62.42796						59	pcf
Closure T	Furf Desig	n Data:					Referer	nce: Atta	achmer	ıt 1b
	W =	unit load of final cover system					5			9 psf
	u _{LFG} =	LFG pressure (psf)						calcu	ulated	1
	$\beta =$.5 H:	1	v				23.5	8 degrees
	$\delta =$	Interface friction angle between				l (degree	s) (Attachn	nent		9 degrees
	a =	Inteface adhesion between geor	-							<mark>3</mark> psf
as Upli	ft Slope St	ability Calculation:					-	ice: Atto		
			~		FDE.	P Rule 62	2-701.400(2) require	es FS =	= 1.5
		$(u_{LFG})\cos\beta \tan\delta + a]/W\sin\beta = 1.$.5							
		$\cos\beta \tan\delta + a = 1.5 \text{ W} \sin\beta$								
		$ und - u_{LFG}\cos\beta \tan\delta + a = 1.5 W si$								
	•	$\ln \delta - 1.5 \text{ W} \sin \beta + a = u_{LFG} \cos \beta ta$								
	$u_{LFG} = (V$	Vcosβ tanδ - 1.5 W sinβ + a) / (co	$s\beta \tan \delta =$	5.80	-					
				0.04	-		(1-inch	water =	0.036	psi)
	Allowab	le u _{LFG} for 1.5 Factor of Safety	=	1.1	inches of	water				
Fas Unlit	ft Slope St	ability Calculation:					Referer	nce: Atta	achmer	nt 5a-2
ous opin	in Stope St		Minimum Allow	vable H	Factor of	Safety to	0			
	FS = [(W	$V-u_{LFG}$)cos β tan δ + a / W sin β] = 1			5	5 5	1	5		
	(W-u _{LFG})	$\cos\beta \tan\delta + a = W \sin\beta$								
	Wcosβ ta	$\ln\delta - u_{LFG}\cos\beta \tan\delta + a = W \sin\beta$								
		$\ln\delta - W \sin\beta + a = u_{LFG} \cos\beta \tan\delta$								
		Vcosβ tanδ - W sinβ + a) / (cosβ t	anδ) =	8.27	psf					
	- LIQ (0.06			(1-inch	water =	0.036	psi)
	Allowab	le u _{LFG} for 1.0 Factor of Safety	=		inches of	water	(F ~->
Results:										
	Allowabl	e gas uplift pressures for the Clos	aure Turf cover sys	tem ar	e within s	tandard (operating co	nditions	for a 1	andfill
		g that the Closure Turf cover syste	•				· ·			
		t must not exceed 1.1 inches of wa								
	The allow	wable gas uplift must not exceed 1	.6 inches of water	to mai	intain stal	oility of t	he Closure '	Turf.	-	
Referenc										
		iet Design Data								
		rol: An Unreliable Aid to Veneer			American	Geosynt	hetics Confe	erence &	z Exhib	oition,
		n, Mexico, by G.N. Richardson, S								
: Soil M	echanics, ł	y Lambe & Whitman, 1969 (Tabl	e 11.3 Friction An	gle).						

ATTACHMENT 3a-1: AGRU SUPER GRIPNET LINER DESIGN DATA\

Linear Low Density Polyethylene Super Gripnet[®] Liner



Product Data

Property	Test Method		Values							
Thickness (min. ave.), mil (mm)	ASTM D5994*	50 (1.25)	60 (1.5)	80 (2.0)	100 (2.5)					
Thickness (lowest indiv.), mil (mm)	ASTM D5994*	50 (1.25)	54 (1.35)	72 (1.8)	90 (2.25)					
*The thickness values may be changed due to project specifications (i.e., absolute minimum thickness)										
Drainage Stud Height (min. ave.), mil (mm)	GRI GM12/ASTM D7466	145 (3.68)	145 (3.68)	145 (3.68)	145 (3.68)					
Friction Spike Height (min. ave.), mil (mm)	GRI GM12/ASTM D7466	175 (4.45)	175 (4.45)	175 (4.45)	175 (4.45)					
Density, g/cc, maximum	ASTM D792, Method B	0.939	0.939	0.939	0.939					
Tensile Properties (ave. both directions)	ASTM D6693, Type IV									
Strength @ Break (min. ave.), lb/in width (N/mm)	2 in/minute	105 (18.4)	126 (22.1)	168 (29.4)	210 (36.8)					
Elongation @ Break (min. ave.), % (GL=2.0in)	5 specimens in each direction	300	300	300	300					
Tear Resistance (min. ave.), lbs. (N)	ASTM D1004	30 (133)	40 (178)	53 (236)	67 (298)					
Puncture Resistance (min. ave.), lbs. (N)	ASTM D4833	55 (245)	70 (311)	90 (400)	110 (489)					
Carbon Black Content (range in %)	ASTM D4218	2 - 3	2 - 3	2 - 3	2 - 3					
Carbon Black Dispersion (Category)	ASTM D5596	Only near spherical agglomerates								
		for 10 views:	9 views in Cat.	1 or 2, and 1 v	view in Cat. 3					
Oxidative Induction Time, minutes	ASTM D3895, 200°C, 1 atm O2	≥100	≥100	≥100	≥100					
Melt Flow Index, g/10 minutes	ASTM D1238, 190°C, 2.16kg	≤1.0	≤1.0	≤1.0	≤1.0					
Oven Aging	ASTM D5721	60	60	60	60					
with HP OIT, (% retained after 90 days)	ASTM D5885, 150°C, 500psi O2									
UV Resistance	GRI GM11	20hr. Cycle @) 75°C/4 hr. da	ark condensatio	n @ 60°C					
with HP OIT, (% retained after 1600 hours)	ASTM D5885, 150°C, 500psi O2	35	35	35	35					
2% Secant Modulus (max.), lb/in. (N/mm)	ASTM D5323	3000 (520)	3600 (630)	4800 (840)	6000 (1050)					
Axi-Symmetric Break Resistance Strain, % (min.)	ASTM D5617	30	30	30	30					

These product specifications meet or exceed GRI's GM17

Supply Information (Standard Roll Dimensions)

Thic	Thickness Width		dth	Len	ıgth	Area (a	pprox.)	Weight ((average)*
mil	mm	ft	m	ft	m	ft ²	m^2	lbs	kg
50	1.25	23	7	300	91.435	6,900	640.05	2,800	1,270.06
60	1.5	23	7	300	91.435	6,900	640.05	2,900	1,315.42
80	2.0	23	7	300	91.435	6,900	640.05	3,100	1,406.14
100	2.5	23	7	300	91.435	6,900	640.05	4,000	1,814.40

Notes:

All rolls are supplied with two slings. All rolls are wound on a 6 inch core. Special lengths are available on request. All roll lengths and widths have a tolerance of ±1% *The weight values may change due to project specifications (i.e. absolute minimum thickness or special roll lengths) or shipping requirements (i.e. international containerized shipments).

All information, recommendations and suggestions appearing in this literature concerning the use of our products are based upon tests and data believed to be reliable; however, it is the users responsibility to determine the suitability for their own use of the products described herein. Since the actual use by others is beyond our control, no guarantee or warranty of any kind, expressed or implied, is made by Agru/America as to the effects of such use or the results to be obtained, nor does Agru/America assume any liability in connection herewith. Any statement made herein may not be absolutely complete since additional information may be necessary or desirable when particular or exceptional conditions or circumstances exist or because of applicable laws or government regulations. Nothing herein is to be construed as permission or as a recommendation to infringe any patent.

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ATTACHMENT 3a-2: ACTIVE LANDFILL GAS CONTROL AN UNRELIABLE AID TO VENEER SLOPE STABILITY (2008) BY RICHARDSON, SMITH AND SCHEER



Active LFG Control: An Unreliable Aid to Veneer Stability

G.N. Richardson, Richardson Smith Gardner & Associates, Raleigh, North Carolina, USA S.A. Smith, Richardson Smith Gardner & Associates, Raleigh, North Carolina, USA P.K. Scheer, Richardson Smith Gardner & Associates, Raleigh, North Carolina, USA

ABSTRACT

The potential for sliding failure of final covers and piggyback liners in municipal solid waste (MSW) landfills equipped with active landfill gas (LFG) control systems is demonstrated and the need for a contingency passive venting system is presented. Two final cover failures illustrate the potential failure scenario. Both failures occurred during the period that landfill active LFG control systems were shut down. In typical designs, the potential for positive pressures exerted by LFG had been neglected, e.g. no positive LFG pressures were anticipated. Design and construction of a contingency passive LFG venting system is then reviewed and demonstrated for final closure and piggyback liner applications. The contingency passive LFG venting system precludes entry of atmospheric air during active LFG extraction but allows for passive venting of LFG should positive pressures develop beneath the final cover.

1. INTRODUCTION

Modern MSW landfills commonly used veneered liner systems placed in part on slopes that have maximum angles ranging from 4 horizontal and 1 vertical (4H:1V or 14°) to 3H:1V (18.4°). A typical veneer final cover system profile is shown on Figure 1 and includes the following layers (top to bottom):

- A 45 to 60 cm thick vegetative support layer that protects the underlying geosynthetic layers and support a surface erosion resistant vegetative growth;
- A drainage geocomposite (DGC) that prevents development of seepage forces within the vegetative support layer and excess pore water pressures at the base of the vegetative support layer;
- A textured geomembrane (GM) barrier layer to limit surface water intrusion into the MSW and to contain LFG generated within the waste;
- An optional geosynthetic clay liner (GCL) to provide a composite barrier in conjunction with the geomembrane; and
- A soil layer that provides support for the overlying layers and may include the interim soil layer placed immediately over the waste.

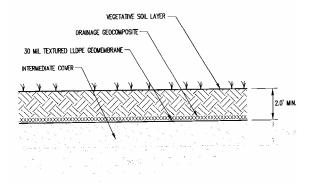


Figure 1 Typical Final Cover System

A typical piggyback liner system is a variation of the above with the addition of a second geomembrane and a leak detection system (See Figure 2). Significant writings have focused on the design of the various layers to resist sliding and to provide minimum factors of safety against sliding of 1.5 under static loading conditions and 1.0 under seismic loading conditions. Particular attention has been historically given to the influence of surface water infiltration on the stability of the final covers layers above the GM. This paper focuses on the impact of LFG pressure beneath the GM liner and demonstrates methods to ensure that it does not impact the stability of the overlying veneer liner system during its service life.

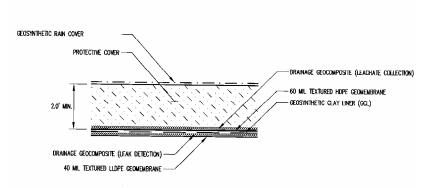


Figure 2 Typical Piggyback Liner System

2. STABILITY CONSIDERATIONS

2.1 Influence Of LFG On Sliding Factor Of Safety

The stability of the GM and overlying layers is influenced by the interface shear strength between the GM and underlying soil or GCL layer and the LFG pressure, P_{LFG} , acting immediately beneath the GM. This can be expressed as follows:

$$FS = \frac{(W - u_{LFG})\cos\beta\tan\delta + a}{W\sin\beta}$$
[1]

The variables in Equation 1 are defined as follows:

As the LFG pressure increases, the resistance to sliding due to interface friction decreases and the sliding factor of safety decreases to 1.0 immediately prior to failure. Figure 3 shows the LFG pressures (1-inch $H_20 = 0.036$ psi = 249 Pa) at a sliding factor of safety of one for two common slopes and a range of interface strength values. Typical interface shear strengths obtained for the soil – GCL – GM interfaces ranges from 24° to 30° with a nominal adhesion, commonly referred to as 'Velcro' effect, of 20 to 50 psf (960 to 2400 Pa). Allowable LFG pressures for 4H:1V slopes range from approximately 17 to 28 inches of H_20 (4200 to 6970 Pa) depending upon the level of adhesion developed. Similarly, Allowable LFG pressures for 3H:1V slopes range from approximately 10 to 20 inches of H_20 (2490 to 4980 Pa) depending upon the level of adhesion developed. The other fact apparent from Figure 3 is the important role played by the adhesion in maintaining stability. In all low normal load veneer barrier systems, the designer should select components that provide the maximum adhesion in addition to an acceptable interface friction angle.

Estimating the actual magnitude of LFG pressure that will develop in the absence of a LFG recovery system beneath a modern geosynthetic barrier system is difficult. Prosser and Janechek (1995) indicate that LFG pressures at the bottom of a MSW landfill can reach four (4) atmospheres (58.8 psi or 406 kPa) in the absence of a LFG recovery system. McBean et al (1995) suggest that with a good cover and liner system, high LFG pressures in the range of 10-30 inches H_2O (2490 to 9500 Pa) are reasonable. Comparing this latter range of potential LFG pressures to the limit LFG pressures presented in Figure 3 demonstrates that sliding failure is a certainty for all 3H:1V slopes and many 4H:1V slopes if LFG is allowed to accumulate and build in pressure beneath the barrier system.

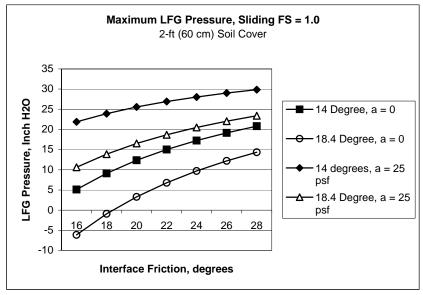


Figure 3 LFG Pressure at Limit of Sliding Stability, FS = 1.0

For landfills that incorporate an active LFG recovery system, the key question is how long can the recovery system be shut down before dangerous levels of LFG pressures develop. Active LFG recovery systems utilize large compressors to develop a vacuum to draw the LFG out of the waste. Such equipment must, at a minimum, receive annual maintenance that may require an extended shut down not to mention other unexpected shutdown events that commonly occur. Unless a parallel system is placed in service, the LFG pressure beneath the final cover or piggyback liner system will begin to increase. While the rate of increase is facility dependent, a good measurement of this rate was recently obtained after the final cover failure which will be discussed below in Section 3.2, GeoSyntec (2005). In this study and with a final cover in place, a single recovery well was removed from an active LFG recovery system and the subsequent increase in LFG observed. From an initial vacuum of 9-inch H₂O (-2240 Pa), it took only one hour to achieve a zero pressure. Over the next five (5) hours, the LFG pressure increase occurred despite the presence of adjacent LFG wells that remained in service and under the full operational vacuum. Conservative design would assume that full LFG positive pressures would develop in less than two (2) days if the entire active LFG system shuts down.

2.2 LFG Passive Relief/Collection System

The active LFG system relies on a regularly spaced network of gas well that penetrate vertically through the waste. On first thought, it would seem that excessive pressures beneath the veneer barrier system could be achieved by simply opening the well heads to the atmosphere. Unfortunately, an adequate passive LFG venting system is a very shallow system placed immediately beneath the veneer barrier as compared to the active LFG systems that penetrate deeply within the waste. Typical collection wells have solid sections of casing extending 20 feet below the veneer to limit air intrusion into the system which limits effectiveness in shallow regions. Additionally, the pressure gradients that generate flow in the active system are significantly greater than those occurring in a passive venting system.

Passive LFG systems are commonly empirically designed systems that rely on gravel "French drains" placed within the surface of the waste. The empirical nature of the design relates to the uncertainty about LFG generation rates at the landfill in question. Since LFG generation rates are influenced by the waste properties, the moisture content of the waste, cellulose content, and operational practices, accurately estimating the LFG generation rate is problematic. Fortunately, the design will be adequate even if a small positive pressure develops as shown on Figure 3. A typical empirically designed passive LFG system uses 60 cm by 90 cm gravel trenches placed into the waste placed perpendicular to the slope. Commonly, a 4-inch perforated pipe is placed within the trench and runs upslope to a vent that penetrates the liner. Horizontal spacing of the trenches varies from 30 to 40m such that a single vent services less than approximately 1-acre (0.4 hectare). This system is illustrated below in Section 4.2.

A more rigorous method for design of the passive LFG system was first presented by Thiel (1998,1999) that allows the designer to convert the water transmissivity characteristics of common geosynthetics into equivalent LFG flow properties. Thiel provides a rigorous design procedure that allows construction of the entire passive venting system without the use of the conventional gravel collector trenches. Richardson and Zhao (1998, 2000) also discuss the geosynthetic alternative and provide guidance for estimated LFG generation rates.

3. LFG INDUCED SIDE SLOPE FAILURE STUDIES

3.1 Failure During Construction

Figure 4 shows a sliding failure that occurred during construction of a 15-acre (6 ha) final cover on a 4H:1V side slope, Richardson (2000). The cover system was to include the following components, from bottom to top:

- Interim cover/structural layer immediately over waste;
- 1-ft (30 cm) thick LFG relief layer of fine sand;
- GCL having nonwoven face down, slit film face up;
- PVC geomembrane;
- 1-ft (30 cm) sand drainage layer;
- 1-ft (30 cm) vegetative soil; and
- 0.5-ft (15 cm) topsoil.

The last two layers were not placed at the time of failure. Failure occurred as sliding between the PVC geomembrane and the underlying slit film face of the GCL. Direct shear testing established that the interface shear strength between these two elements had a friction angle of 16° and an apparent adhesion, a = 11 psf (0.5 kPa). Given the sand layer had a density of 107 lb/ft³ (17.3 kN/m³), Equation 1 indicates that the drainage sand layer would be stable if the gas pressure acting beneath the PVC geomembrane was less than approximately 10 in-H₂O (2490 Pa).



Figure 4 Sliding of Geomembrane and Sand Drainage Layer During Construction

Figure 5⁸ shows a small LFG 'whale' that developed in the PVC geomembrane immediately after failure. Twelve LFG probes installed beneath the PVC geomembrane after failure indicated an average LFG pressure of 6.6 inch-H₂O (1640 Pa) and a maximum LFG pressure of 16 inch-H₂O (4000 Pa). This indicated that the average factor of safety against sliding was close to 1.0 and that localized zones had factors of safety less than 1.0. With time, more of the saturated sands above the PVC geomembrane eroded and the LFG related stability problem worsened.

Given that this design incorporated a 1-ft (30 cm) thick LFG relief layer beneath the PVC geomembrane the failure was initially surprising. However, it was determined that the fine sand had saturated during construction and actually provided very little capacity for LFG transmission. It is critical that LFG relief layers be constructed of free draining materials since the LFG itself contains significant moisture. The existing fine sand relief layer was retained by adding supplemental strip drains spaced at 29-ft (8.8m) intervals running up the slope, Thiel (2007).



Figure 5 LFG 'Whale' Protruding Through Sand Drainage Layer

3.2 Failure Post-Construction

Just months after completion of the complete final cover system over a lined MSW landfill approximately 7-acres (2.3 ha) of final cover slid down the 3H:1V side slopes. The final cover system included the following components, bottom up:

- Prepared subgrade including 12-inch (30 cm) interim soil cover;
- Bentomat ST GCL with woven side up;
- 50-mil textured LLDPE with drainage spikes;
- 8 oz/sy (272 g/m²) nonwoven geotextile; and
- 24-inch (60 cm) thick protective cover and topsoil.

Figure 6 shows that the sliding failure occurred between the GCL and the LLDPE geomembrane. When the failure was discovered, the active gas recovery system had been down approximately one week for maintenance.



Figure 6 GCL Exposed by Final Cover Sliding Failure

The sliding design of the final cover system was based on measured interface peak secant friction angles between the LLDPE geomembrane and the GCL of approximately 29°. This produces a factor of safety against sliding of Tan29°/Tan18.4° = 1.66. Referring to Figure 3, this would allow for a short term LFG pressure of approximately 15-inch H_2O without failure. Project specifications called for a minimum asperity height on the bottom texturing of 16 mils (0.4 mm) and CQA measurements of supplied liner showed 17 mils (0.43mm).

Post-failure testing of LLDPE liner samples obtained from the failure area indicated that the asperity height of the lower texturing was only 14 mils (0.35mm) as the result of dragging the geomembrane during installation. Direct shear testing using the as installed geomembrane over the GCL yielded peak secant friction angles ranging from 21.8° to 25.4° and averaging 23.5°. The actual factor of safety was thus reduced to Tan23.5°/Tan18.4° = 1.30. Referring to Figure 3, this would allow for a short term LFG pressure of approximately 9-inch H₂O (2240 Pa) without failure.

As previously discussed, shutting down a single LFG well at this site raised the LFG pressure at the well from an initial vacuum of 9-inch (-2240 Pa) to 1.5-inch (374 Pa) in less than 6-hours. It is not difficult to imagine that the shutdown of the entire system for a period of approximately one week would produce LFG pressures in excess of the 9-inch H_2O (2240 Pa) pressure that would lead to instability.

4. CONTINGENT PASSIVE VENTING SYSTEMS

4.1 Piggyback Liner Contingent Passive Venting System

A piggyback liner system places a veneered liner over the side slopes of an existing landfill. The example of this case is a piggyback landfill unit constructed in the valley formed by two existing unlined MSW landfills that have only a soil layer for final cover. The potential for LFG pressures beneath the piggyback liner system is significant since both of the existing landfills had only minimal provisions for LFG control.

In order to mitigate the potential build-up of LFG pressures beneath the piggyback liner system, a series of LFG collector trenches were installed immediately beneath the piggyback liner system on approximately 100 foot centers (Figure 7). The collector trenches were built using the cross section shown in Figure 8. In addition to serving an interim function to prevent sliding of the liner system (since eventually the new waste placed within the lined valley will prevent sliding of the liner system) the passive collector trenches are tied into header pipes outside the limits of the piggyback liner system and, thus, are included as part of the overall LFG control system for the landfill.



Figure 7 LFG Collector Trenches Installed in Surface of Existing Waste in Piggyback Landfill Application

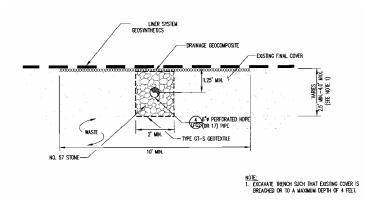


Figure 8 LFG Collector Trench Cross Section

4.2 Final Cover Contingent Passive Venting System

On a recent 3H:1V landfill closure, a contingent venting system was used to maintain veneer stability. The project was anticipated to collect LFG aggressively for use in a Landfill Gas to Energy (LFGTE) projects. The collection system included typical vertical extraction wells under vacuum to a flare system. However, the active system was supplemented with additional perforated collection piping around the anchor trench and perforated collection piping, installed parallel with the slope, placed in stone trenches as described in Section 2.2 above. The collection system was connected to each of the supplemental components, but a redundant relief system and vent (relief equal to design pressure of six (6) inches of H_2O) was also added. The relief system included a series of strips of DGC installed parallel with the slopes and placed below the cover GM. Relief vent are placed at a frequency of approximately two (2) per hectare as shown in Figure 9.

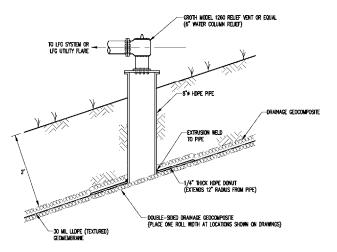


Figure 9 – Emergency Gas Relief Vent Cross Section

These vents are commonly used in oil and gas industry and generally consist of a weighted stainless steel plate and can be pre-set or field adjusted by simply adding additional weights (rings or washers) to the plate. The vent penetrates the cover GM and sits directly on the stone trench or DGC through a eight (8) inch HDPE pipe with a base plate. The vent simply bolts to the top as shown in Figure 10 below.



Figure 10 Emergency Gas Relief Vent

Since its installation, approximately one (1) year, these vents have been monitored quarterly under surface emission protocols and have been sealed satisfying air regulation requirements. These vents were also utilized effectively during final cover construction to aid in venting of the GM prior to and during soil cover placement to prevent "whales".

4.3 Regulatory Considerations

When landfill sites are required to install active gas collection and control systems (GCCS) under the federal New Source Performance Standards (NSPS) there are certain restrictions that "by-pass valves" may not be included in the system. This provision essentially bottles up the LFG in complete contrast to the desires of the design engineer and as demonstrated above, can cause catastrophic failure of the veneer cover system. Therefore, the proposed relief valve system is offered as a compromise since the valve can be designed to only vent at a critical pressure considered in the design immediately below the GM and independent of the gas GCCS. Furthermore, the destruction of the LFG can continue if coupled with a solar vent flare that will only fire when gas is present, commonly used as an odor control measure today. These components can be addressed in the GCCS Design Plan as associated with the final cover components more specific to each landfill situation. The NSPS standards are currently under review and should consider these situations in their final form to better integrate the cover system design limitations with the intent of the air regulations.

5. SUMMARY

The primary lesson to be learned from the case studies presented in this paper is the need for all veneered barrier systems placed over waste to include a passive LFG venting system that precludes instability due to positive LFG pressures developing beneath the geomembrane. It is important to note that simply opening the well heads of an active LFG recovery system will not generally be adequate to prevent high positive LFG pressures developing beneath the geomembrane. The active wells are intended to reach deep into the waste mass and do not adequately vent LFG developing between the wells. Obviously, during operation of an active LFG recovery system, the contingent passive LFG venting system must be closed to the atmosphere. Examples have been presented for both manual and automated means of opening the passive LFG systems. For final covers, automatic means of opening the passive LFG system and crisis shutdown during natural catastrophes such as hurricanes. These passive vents can be designed to both satisfy the intent of air regulations and to ensure the immediate and long term stability of the veneer cover system.

A secondary point that designers should note is the potential for the interface friction of textured geomembranes to be significantly reduced by installation methods. If the geomembrane is dragged into place by the installer, samples of the installed geomembrane should be evaluated to determine if the asperity height of the texturing has been reduced. If it has or if visual scratching is observed, then direct shear testing with underlying interface should be performed.

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Photo and data provided by Rick Thiel, Thiel Engineering.

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ATTACHMENT 3a-3: SOIL MECHANICS BY LAMBE & WHITMAN, 1969

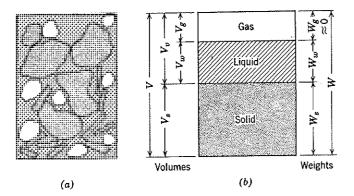


Fig. 3.1 Relationships among soil phases. (a) Element of natural soil. (b) Element separated into phases.

 $n = \frac{V_v}{V}$

 $e = \frac{V_v}{V_v}$

Volume

Porosity:

Void ratio:

Degree of saturation:

n

$$S = \frac{V_w}{V_v}$$
$$= \frac{e}{1+e}; \quad e = \frac{n}{1-n}$$

 $G_m = \frac{\gamma_t}{\gamma_0}$

 $G_w = \frac{\gamma_w}{\gamma_0}$

Weight Water content:

$$w = \frac{W_w}{W_c}$$

Specific Gravity

Mass:

Water:

$$G = \frac{\gamma_s}{\gamma_0}$$

 γ_0 = Unit weight of water at 4°C $\approx \gamma_w$ Note that Gw = Se

Unit Weight Total;

$$\gamma_t = \frac{W}{V} = \frac{G + Se}{1 + e} \gamma_w = \frac{1 + w}{1 + e} G\gamma_w$$

Solids:

Water

$$\gamma_s = \frac{W_s}{V_s}$$

$$\gamma_w = \frac{W_w}{V_w} \qquad \mathcal{C} = \left(\frac{G}{V_d} Y_w\right)$$

Dry:
$$\gamma_d = \frac{W_s}{V} = \frac{G}{1+e} \gamma_w = \frac{G\gamma_w}{1+wG/S} = \frac{\gamma_t}{1+w}$$

Submerged (buoyant):

$$\gamma_b = \gamma_t - \gamma_w = \frac{G - 1 - e(1 - S)}{1 + e} \gamma_w$$

Submerged (saturated soil):

$$\gamma_b = \gamma_t - \gamma_w = \frac{G-1}{1+e} \gamma_w$$

Specific gravity is the unit weight divided by the unit weight of water. Values of specific gravity of solids Gfor a selected group of minerals⁴ are given in Table 3.1.

Table 3.1	Specific	Gravities	of	Minerals
-----------	----------	-----------	----	----------

\rightarrow	Quartz	2.65
	K-Feldspars	2.54-2.57
\rightarrow	Na-Ca-Feldspars	2.62-2.76
	Calcite	2.72
	Dolomite	2.85
	Muscovite	2.7-3.1
	Biotite	2.8-3.2
	Chlorite	2.6-2.9
	Pyrophyllite	2.84
	Serpentine	2.2-2.7
	Kaolinite	2.61 ^a
		2.64 ± 0.02
	Halloysite (2 H ₂ O)	2.55
	Illite	2.84ª
		2.60-2.86
	Montmorillonite	2.74 ^a
		2.75-2.78
	Attapulgite	2.30

^a Calculated from crystal structure.

The expression Gw = Se is useful to check computations of the various relationships.

The student in soil mechanics must understand the meanings of the relationships in Fig. 3.1, convince himself once and for all that they are correct, and add these terms to his active vocabulary. These relationships are basic to most computations in soil mechanics and thus are an essential part of soil mechanics.

Typical Values of Phase Relationships for Granular Soils

Figure 3.2 shows two of the many possible ways that a system of equal-sized spheres can be packed. The dense packings represent the densest possible state for such a system. Looser systems than the simple cubic packing can be obtained by carefully constructing arches within the packing, but the simple cubic packing is the loosest of the stable arrangements. The void ratio and porosity of

⁴ Chapter 4 discusses the common soil minerals.

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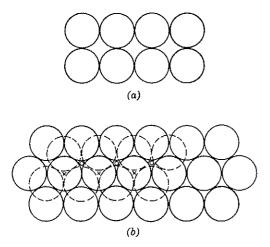


Fig. 3.2 Arrangements of uniform spheres. (a) Plan and elevation view: simple cubic packing. (b) Plan view: dense packing. Solid circles, first layer; dashed circles, second layer; \circ , location of sphere centers in third layer: face-centered cubic array; \times , location of sphere centers in third layer: close-packed hexagonal array. (From Deresiewicz, 1958.)

these simple packings can be computed from the geometry of the packings, and the results are given in Table 3.2.

This table also gives densities for some typical granular soils in both the "dense" and "loose" states. A variety of tests have been proposed to measure the maximum and

Table 3.2 Maximum and Minimum Densities forGranular Soils

	Void	Ratio	Porosit	y (%)	Dry Unit Weight (kN/m ³)		
Description	emax	e _{min}	nmax	n _{min}	γ <i>d</i> min	7 dmax	
Uniform spheres	0,92	0.35	47.6	26.0			
Standard Ottawa sand Clean uniform	0.80	0.50	44	33	14.5	17.3	
sand	1.0	0,40	50	29	13.0	18.5	
Uniform inorganic							
silt	1.1	0.40	52	29	12.6	18.5	
Silty sand	0.90	0.30	47	23	13.7	20.0	
Fine to coarse sand	0.95	0.20	49	17	13.4	21.7	
Micaceous sand	1.2	0.40	55	29	11.9	18.9	
Silty sand and gravel	0.85	0.14	46	12	14.0	22.9	

After B. K. Hough, *Basic Soils Engineering*. Copyright © 1957, The Ronald Press Company, New York.

minimum void ratios (Kolbuszewski, 1948). The test to determine the maximum density usually involves some form of vibration. The test to determine minimum density usually involves pouring oven-dried soil into a container. Unfortunately, the details of these tests have

Ch. 3 Description of an Assemblage of Particles 31

not been entirely standardized, and values of the maximum density and minimum density for a given granular soil depend on the procedure used to determine them. By using special measures, one can obtain densities greater than the so-called maximum density. Densities considerably less than the so-called minimum density can be obtained, especially with very fine sands and silts, by slowly sedimenting the soil into water or by fluffing the soil with just a little moisture present.

The smaller the range of particle sizes present (i.e., the more nearly uniform the soil), the smaller the particles, and the more angular the particles, the smaller the minimum density (i.e., the greater the opportunity for building a loose arrangement of particles). The greater the range of particle sizes present, the greater the maximum density (i.e., the voids among the larger particles can be filled with smaller particles).

A useful way to characterize the density of a natural granular soil is with *relative density* D_r , defined as

$$D_{\tau} = \frac{e_{\max} - e}{e_{\max} - e_{\min}} \times 100\%$$
$$= \frac{\gamma_{d \max}}{\gamma_{d}} \times \frac{\gamma_{d} - \gamma_{d \min}}{\gamma_{d \max} - \gamma_{d \min}} \times 100\% \quad (3.1)$$

where

 $e_{\min} = \text{void ratio of soil in densest condition}$

 e_{\max} = void ratio of soil in loosest condition e = in-place void ratio

 $\gamma_{d \max} = dry$ unit weight of soil in densest condition $\gamma_{d \min} = dry$ unit weight of soil in loosest condition $\gamma_{d} = in$ -place dry unit weight

Table 3.3 characterizes the density of granular soils on the basis of relative density.

Relative Density (%)	Descriptive Term
0-15	Very loose
15-35	Loose
35-65	Medium
65-85	Dense
85-100	Very dense

Table 3.3 Density Description

Values of water content for natural granular soils vary from less than 0.1% for air-dry sands to more than 40% for saturated, loose sand.

Typical Values of Phase Relationships for Cohesive Soils

The range of values of phase relationships for cohesive soils is much larger than for granular soils. Saturated sodium montmorillonite at low confining pressure can exist at a void ratio of more than 25; saturated clays

ource:Soil Mechanics,SI Version,T. William Lambe and Robert V. Whitman,1979, John Wiley & Sons, New York

	Friction Angles											
		Clama		t		At Peak S	trength					
	Slope Angle of Repose		Ultimate Strength		Medium Dense		Dense					
Classification	<i>i</i> (°)	Slope (vert. to hor.)	$\phi_{cv}(^{\circ})$	$\tan\phi_{cv}$	φ(°)	tan φ	φ(°)	tan ϕ				
Silt (nonplastic)	26	1 on 2	26	0.488	28	0.532	30	0.577				
Bitt (nonpiastio)	to		to		to		to					
	30	1 on 1.75	30	0.577	32	0.625	34	0.675				
Uniform fine to	26	1 on 2	26	0.488	30	0.577	32	0.675				
medium sand	to		to		to		to					
medium sand	30	1 on 1.75	30	0.577	34	0.675	36	0.726				
Well-graded sand	30	1 on 1.75	30	0.577	34	0.675	38	0.839				
Wein-graded sund	to		to		to		to					
	34	1 on 1.50	34	0.675	40	0.839	46	1.030				
Sand and gravel	32	1 on 1.60	32	0.625	36	0.726	40	0.900				
Sand and graver	to		to		to		to					
	36	1 on 1.40	36	0.726	42	0.900	48	1.110				

Table 11.3 Summary of Friction Angle Data for Use in Preliminary Design

From B. K. Hough, *Basic Soils Engineering*. Copyright © 1957, The Ronald Press Company, New York. *Note*. Within each range, assign lower values if particles are well rounded or if there is significant soft shale or mica content, higher values for hard, angular particles. Use lower values for high normal pressures than for moderate normal

pressure.

problems involving man-made fills, it is difficult to either measure or estimate the friction angle of a sand on the basis of laboratory tests alone. For these reasons, extensive use is made in practice of correlations between the friction angle of a sand and the resistance of the natural sand deposit to penetration.

Figure 11.14 shows an empirical correlation between the resistance offered to the standard penetration spoon (Chapter 7) and the friction angle. Inevitably, any such correlation is crude. The actual friction angle may deviate by $\pm 3^{\circ}$ or more from the value given by the curve. The given relation is intended to apply for depths of overburden up to 12 m, and is conservative for greater depths.

11.6 SUMMARY OF MAIN POINTS

1. The strength of soil can be represented by a Mohr envelope, which is a plot of τ_{ff} versus σ_{ff} . Generally the Mohr envelope of a granular soil is curved. For stresses less than 700 kN/m², the envelope usually is almost straight so that

$\tau_{ff} = \sigma_{ff} \tan \phi$

where ϕ is the friction angle corresponding to the peak point of the stress-strain curve.

- 2. The value of ϕ for any soil depends on ϕ_{μ} and upon the amount of interlocking; i.e., the initial void ratio and σ_{ff} .
- 3. Where sand is being subjected to very large strains, ϕ_{ev} should be used in the failure law. Unless the sand is very loose, ϕ_{ev} will be less than ϕ . Where the sand is sliding over the surface of a structure, the friction angle will vary from ϕ_{μ} to ϕ_{ev} , depending on the smoothness of the surface.
- 4. A knowledge of the effect of composition helps guide the selection of materials to be used in manmade fills
- 5. Materials to be used in man-made fills should be tested using the actual range of confining pressures which will be encountered in the fill.
- 6. For many practical problems, the friction angle of an *in situ* sand deposit can be determined by indirect means, such as the standard penetration test.

PROBLEMS

11.1 Given the following triaxial test data, plot the results (a) in a Mohr diagram and (b) in a p-q diagram, and determine ϕ by each method.

ATTACHMENT 4

SOIL EROSION ANALYSIS

MEMORANDUM



TO:	Project File
FROM:	M. Pollman
DATE:	November 11, 2010
SUBJECT:	Attachment 4: Escambia County Saufley Field Cⅅ Landfill Closure
	Evaluation – Soil Erosion Analysis

PURPOSE

The purpose of this analysis is to evaluate the susceptibility of the sand layer to erosion caused by rainfall as part of the proposed Closure Turf cover system at Saufley Field C&DD Landfill. A soil erosion evaluation is required for the proposed final cover system in accordance with FDEP Rule 62-701.600(3)(e), FAC. This analysis evaluates the rate of sand loss over time due to erosion caused by rainfall.

METHODOLOGY

Rainfall erosion is controlled by four factors: (1) storm intensity and duration, (2) frictional and cohesive forces in the soil (erodibility), (3) length and steepness of the slope, and (4) type and extent of vegetation. The Universal Soil Loss Equation (USLE) is used to evaluate potential soil loss due to rainfall erosion. The USLE ($A = R \times K \times LS \times C \times P =$ computed soil loss in tons / acre / year) is provided in Attachment 4a, including parameter definitions. Two values of 'C' (cropping management factor) are used for comparison. The higher value of 'C' is used to model more soil erosion and the lower value of 'C' is used to model less soil erosion.

PARAMETERS

Important parameters used in the USLE are the rainfall energy factor (R) determined based on the site location, soil erodibility factor (K) determined based on the sand content of the sand layer, slope-length factor (LS) based on a 32-feet-high slope at 2.5 horizontal to 1 vertical (2.5H:1V), cropping management factor (C) based on the vegetation, and erosion control practice factor (P), which is 1 for landfill design. The value of the cropping management factor is uncertain since the grass is artificial, but since the grass coverage is 100% and the stiffness is similar to real grass, we assume that the 'C' corresponding to 95% grass coverage may be used. The 95% coverage is also appropriate for the artificial turf because artificial turf will not die due to drought, flooding, or exposure to landfill gas resulting in reduced coverage over time, as with real grass.

RESULTS

The results of the USLE calculations show that the calculated soil loss is less than 4 tons/acre/year, typical for standard landfill cover conditions and sand loss will be less than 0.1 inch over 5 years. However, the durability of the geosynthetic turf grass is important in preventing erosion of the 1-inch sand ballast.

ATTACHMENT 4a: USLE ANALYSIS AND REFERENCES



 Project Number:
 05050-042-01

 Project Name:
 Escambia County Saufley Landfill Closure Turf Evaluation Escambia County, Florida

 Prepared by:
 M.Pollman
 Date:
 10/29/2010

 Checked by:
 H. Boudreau
 Date:
 10/25/2010

EROSION CONTROL ANALYSIS

Universal Soil Loss Equation

Closure Turf

References Provided as Attachments

Qian et al (2002)Equation 11.2 FDOT Drainage Manual

Root: $A = R \times K \times LS \times C \times P$

where: A = Soil loss, in tons/acre/year
R = Rainfall energy factor
K = Soil erodibility factor, in tons/acre/R unit
LS = Length-slope factor, dimensionless
C = Cropping management factor, dimensionless
P = Erosion control factor, dimensionless

1 Rainfall Factor (R)

R = 600 for Escambia County

2 Soil Erodibility Factor (K)

The K value is determined from the using clean fine sand (SP) typically used for Closure Turf and available in Escambia County. The sand specification will requrire less than 10% passing the #200 sieve.

Percent Sand = 90

Final Cover Soils identified as fine sand (SP)

3 Length-Slope Factor (LS)

Calculate the length of slope:

Η	θ	H/L = $\theta = Tan^{-1}(H/L) =$ $\lambda = L / \cos\theta =$	40% 22 86		
L =	80 feet		Horizontal	Vertical	Drawings
H =	32 feet	Slope =	2.5	1	
Determine LS	Slope		% Slope		Table 11.3 Qian et al.
	Length	40	40	45	
	50	10.1		12.6	
	80	12.7	12.7	15.8	
	100	14.4		17.9	
LS =	12.7	, =			Interpolated from Table 11.3

Figure 17-1 in FDOT

Drainage Manual, Vol. 2B

Table 11.2 Qian et al.



EROSION CONTROL ANALYSIS

ersal Soil Lo	ss Equation		References Provided as Attachments
		Closure Turf	
4 Cropping M	lanagement Factor (C)		
Assuming 98	5% ground cover as grass:		
C	= 0.003		Table 11.4 Qian et al.
5 Erosion Co	ntrol Practice Factor (P)		
<u>P</u> :	= 1		Qian et al. Recommended
6 Calculate S	oil Loss		for Landfill Design
$A = R \times K \times I$	LS x Cp		
A = R x K x I <u>A =</u>	LS x Cp 3.65 tons/acre/year	for 95% ground cover	_
<u>A =</u> 7 Convert soi		for 95% ground cover	_
<u>A =</u> 7 Convert soi Assume soil Coversion:	3.65 tons/acre/year	for 95% ground cover to convert tons to cubic yards	Table 17-14 in FDOT Drainage Manual, Vol. 2B
<u>A =</u> 7 Convert soi Assume soil Coversion:	3.65 tons/acre/year il loss to volume type is sand		
<u>A =</u> 7 Convert soi Assume soil Coversion: Mu	3.65 tons/acre/year il loss to volume type is sand ultiply by 0.67		
<u>A =</u> 7 Convert soi Assume soil Coversion: Mu Soil Loss =	3.65 tons/acre/year il loss to volume type is sand ultiply by 0.67 2.4 yd ³ /acre/year		Table 17-14 in FDOT Drainage Manual, Vol. 2B

8 References

1: Geotechnical Aspects of Landfill Design and Construction, by Qian et al.. 2002, pages 420 - 428

2: FDOT Drainage Manual Chapter 17.

ATTACHMENT 4a-1: GEOTECHNICAL ASPECTS OF LANDFILL DESIGN AND CONSTRUCTION BY QIAN, KOERNER, GRAY (2002)

- where GW = well graded gravel;
 - GP = poorly graded gravel;
 - GM = silty gravel;
 - SW = well graded sand;
 - SP = poorly graded sand;
 - SM = silty sand;
 - SC = clayey sand;
 - ML = low plasticity silt;
 - MH = high plasticity silt;
 - CL = low plasticity clay;
 - CH = high plasticity clay;
 - OL = low plasticity organic soil.

This erodibility hierarchy is simple, but it is based on gradation and plasticity indices of remolded soils. It fails to take into account the effects of soil structure, void ratio, and antecedent moisture content. Wischmeier et al. (1971) published an erodibility nomograph for use with the Universal Soil Loss Equation that is based on easily measured soil properties.

Topographic variables influencing rainfall erosion are (i) slope angle, (ii) length of slope, and (iii) size and shape of watershed. The influence or importance of length tends to increase as slopes become steeper. For instance, a doubling of slope length from 100 to 200 ft (30 to 60 m) will only increase soil loss by 29% in a 6% slope, whereas the same doubling of slope length in a 20% slope will result in a 49% increase in soil loss. This is one of the reasons for benching or terracing and for contour wattling on long, steep slopes.

Vegetation plays an extremely important role in controlling rainfall erosion. Removal or stripping of vegetation by either human or natural agencies (e.g., wildfires) often results in accelerated erosion.

11.4.2 Soil Loss Prediction

A semiempirical equation known as the Universal Soil Loss Equation (USLE) was developed by the USDA Agricultural Research Service in the early 1960s. Regulatory agencies require the use of the USLE in determining maximum soil loss for a given area of final cover. The USLE takes into account all the factors known to affect rainfall erosion (viz., climate, soil, topography, and vegetation). It is based on a statistical analysis of erosion measured in the field on scores of test plots under natural and simulated rainfall. The annual soil loss from a site is predicted according to the relationship

 $A = R \cdot K \cdot LS \cdot C \cdot P \tag{11.2}$

where A = computed soil loss (dry weight), U.S. tons/acre/year (note: 1 U.S.)

ton/acre/year = 2.3 metric tons/hectare/year);

R = rainfall energy factor;

K = soil erodibility factor;

LS = slope-length factor;

C =cropping management (vegetation) factor;

P = erosion control practice factor, P = 1 in landfill design.



From: Qian, Koerner ! Gray (2002) Geotechnical Aspects of Landhill Design and Construction.

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11.4.2.1 Rainfall Energy Factor. The rainfall energy factor, *R*, is also known as the *rainfall erosion index*. As noted previously, the single most important measure of the erosion producing power of a rainstorm is the product of the rainfall energy times the maximum 30-minute rainfall intensity. The rainfall index for a single storm is thus defined as

$$R = E \cdot I/100 \tag{11.3}$$

where E = total kinetic energy of a given storm, ft-U.S. ton/acre (note: 1 ft-U.S. ton/acre = 0.69 m-metric ton/hectare);

I = maximum 30-minute rainfall in the area, inch/hour(note: 1 inch/hour = 25.4 mm/hour).

The rainfall energy factor can also be expressed as function of rainfall intensity alone:

$$R = (916 + 331 \cdot \log I) \cdot I/100 \tag{11.4}$$

The records of individual storms are summed over a given time interval to obtain cumulative R-values for other periods of time (e.g., a month or a year). The annual Rfactors for approximately 2,000 locations in the United States were summarized in the form of "isoerodent" maps by Wischmeier and Smith (1965). Annual R-factor values vary from a low of approximately 50 in the northern Great Plains to a high 600 in the Gulf Coast region.

Studies by the USDA Soil Conservation Service (1972) have established a relationship between Type II, two-year frequency, six-hour duration rainfall and the average annual rainfall energy factor. This particular duration and frequency storm can be considered a typical "average" storm because it can be expected to occur 50% of the time, and the six-hour duration has been found by the Soil Conservation Service to be the most frequently occurring storm length. The relationship between annual rainfall energy factor and Type II rainfall is shown graphically in Figure 11.15, together with a similar curve for Type I rainfall. Type I and II refer to rainfall characteristics in different regions or zones of the United States, as shown in Figure 11.16. The two-year frequency, six-hour duration rainfall depths for various parts of the United States are also superposed on Figure 11.16.

Thus, both the type and depth for a two-year, six-hour rainfall for any location under study can be obtained from the map shown in Figure 11.16. With this information, the average annual erosion energy factor can be determined from the curves in Figure 11.15. Alternatively, the rainfall for a particular location can be determined from weather records published by the U.S. Weather Bureau (1963). The contours of average annual rainfall energy factor, R, in continental U.S. are shown in Figure 11.17.

11.4.2.2 Soil Erodibility Factor. The soil erodibility factor, K, represents the inherent susceptibility to erosion of the soil; it is governed by textural and gradation properties of the soil, discussed previously. The soil erodibility factor, K, can be estimated on the U.S. Department of Agriculture (USDA) Textural Classification, as shown in Table 11.2. The soil texture classification, depending on percentage of sand, silt, and clay, can be determined using Figure 11.18.

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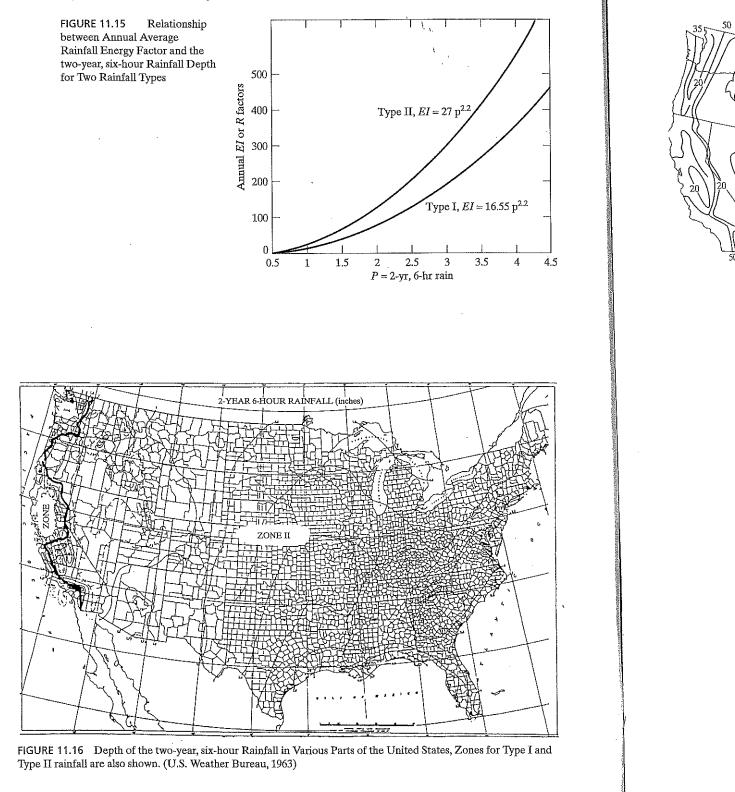
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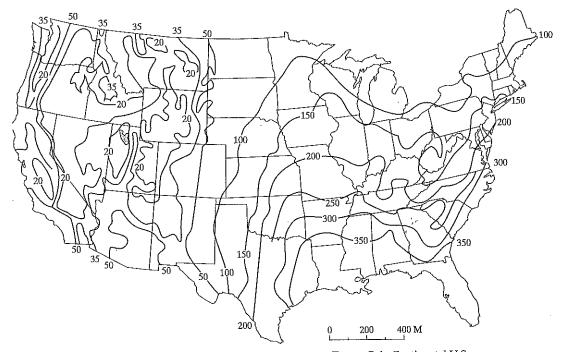
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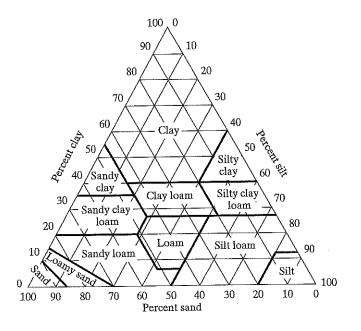
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FIGURE 11.17 Contours of Average Rainfall Energy Factor, R, in Continental U.S. (adapted from U.S. Weather Bureau, 1963)

	Soil Erodibility Factor, K						
Texture Classification	Organic Matter Content						
	< 0.5%	2%	4%				
Sand	0.05	0.03	0.02				
Fine Sand	0.16	0.14	0.10				
Very Fine Sand	0.42	0.36	0.28				
Loamy Sand	0.12	0.10	0.08				
Loamy Fine Sand	0.24	0.20	0.16				
Loamy Very Fine Sand	0.44	0.38	0.30				
Sandy Loam	0.27	0.24	0.19				
Fine Sandy Loam	0.35	0.30	0.24				
Very Fine Sandy Loam	0.47	0.41	0.33				
Loam	0.38	0.34	0.29				
Silt Loam	0.48	0.42	0.33				
Silt	0.60	0.52	0.42				
Sandy Clay Loam	0.27	0.25	0.2				
Clay Loam	0.28	0.25	0.2				
Silty Clay Loam	0.37	0.32	0.2				
Sandy Clay	0.14	0.13	0.1				
Silty Clay	0.25	0.23	0.1				
Clay		0.13 ~ 0.29					

TABLE 11.2 Erodibility K-Values for USDA Texture Classification

FIGURE 11.18 U.S. Department of Agriculture Textural Classification



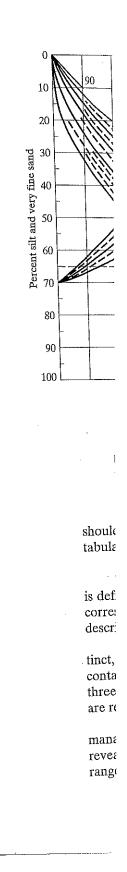
Wischmeier et al. (1971) have also published a convenient nomograph (Figure 11.19) that can be used to determine erodibility K-values of soils. The nomograph is valid for exposed subsoil at construction sites as well as farmlands. Only five soil parameters are required:

- (i) Percent silt and very fine sand $(0.002 \sim 0.10 \text{ mm})$;
- (ii) Percent sand $(0.10 \sim 2.0 \text{ mm})$;
- (iii) Percent organic matter;
- (iv) Structure; and
- (v) Permeability

The first three parameters will often suffice to provide a reasonable approximation of the erodibility. This approximation can be refined by including information on permeability and soil structure as indicated on the nomograph (Figure 11.19).

11.4.2.3 Slope-Length Factor. The slope-length factor, LS, is the ratio of soil loss per unit area from a given site to that from a unit plot having 9% slope and 72.6-ft (22-m) length. The slope-length factor, LS, can be computed from an empirical equation, which is graphed in Figure 11.20.

The slope-length factor, LS, has been extended by the U.S. Soil Conservation Service (1972) to cover slope length up to 1,600 ft and for slope steepness up to 100% (equivalent to 1H:1V). Figure 11.20 shows extensions of the original chart beyond the 400-ft (120-m) length and 20% slope, the extent of physical data on which the Universal Soil Loss Equation (USLE) was based. These extensions and additions (shown as dashed lines) are extrapolations beyond confirmed data; therefore, they



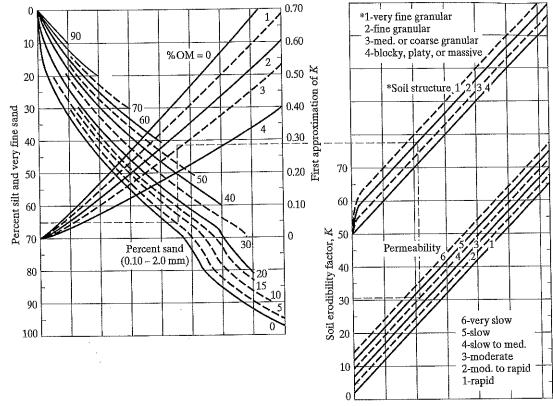


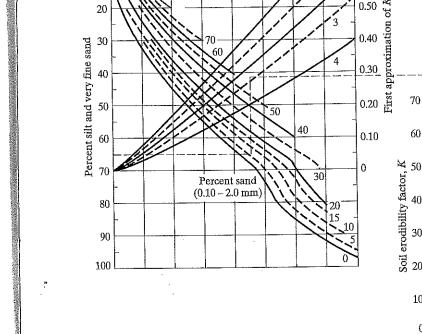
FIGURE 11.19 Soil Erodibility Nomograph for Determining K-Values

should be treated as speculative estimates. The slope-length factor LS-values are also tabulated in Table 11.3.

11.4.2.4 Cropping Management Factor. The cropping management factor, C, is defined as the ratio of soil loss from land cropped under specific conditions to the corresponding loss from tilled, continuous fallow (bare) land. In physical terms, it describes the protective effects of vegetation against erosion.

Vegetation or cropping management affects erosion via three separate and distinct, but interrelated zones of influence (viz., canopy cover, vegetative cover in direct contact with the soil, and crop residue at or beneath the surface). The effects of these three constituent influences can be defined separately, but for practical purposes, they are represented by a single value of the C-factor.

For completely bare or fallow ground, the C-factor is unity (1.0). Some cropping management factor C-values are tabulated in Table 11.4. Information in Table 11.4 reveals the benefit of vegetation or plant cover for reducing erosion. Factor C-values range as low as 0.003 for well-established plant cover. This corresponds to almost a



(Wischmeier et al., 1971)

Source: Qian, Koerner, and Gray (2002) Geotechnical Aspects of Landfill Design and Construction

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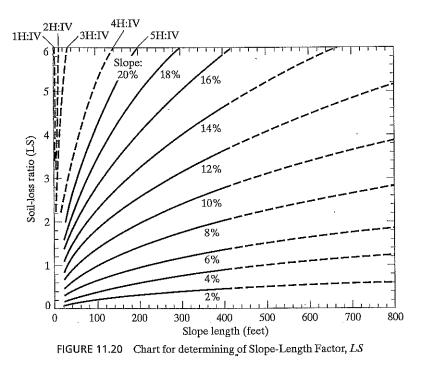
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Conservation up to 100% t beyond the 1 which the 1d additions refore, they



01 T							LS	Value (% Slo _F	be)					
Slope Length feet (m)	4	6	8	10	12	14	16	18	20	25	30	35	40	45	50
50 (15)	0.3	0.5	0.7	1.0	1.3	1.6	2.0	2.4	3.0	4.3	6.0	7.9	10.1	12.6	15,4
100 (30)	0.4	0.7	1.0	1.4	1.8	2.3	2.8	3.4	4.2	6.1	8.5	11.2	14.4	17.9	21.7
150 (45)	0.5	0.8	1.2	1.6	2.2	2.8	3.5	4.2	5.1	7.5	10.4	13.8	17.6	21.9	·26.6
200 (60)	0.6	0.9	1.4	1.9	2.6	3.3	4.1	4.8	5.9	8.7	12.0	15.9	20.3	25.2	30.7
250 (75)	0.7	1.0	1.6	2.2	2.9	3.7	4.5	5.4	6.6	9.7	13.4	17.8	22.7	28.2	34.4
300 (90)	0.7	1.2	1.7	2.4	3.1	4.0	5.0	5.9	7.2	10.7	14.7	19.5	24.9	30.9	37.6
350 (105)	0.8	1.2	1.8	2.6	3.4	4.3	5.4	6.4	7.8	11.5	15.9	21.0	26.9	33.4	40.6
400 (120)	0.8	1.3	2.0	2.7	3.6	4.6	5.7	6.8	8.3	12.3	17.0	22.5	28.7	35.7	43.5
450 (135)	0.9	1.4	2.1	2.9	3.8	4.9	6.1	7.2	8.9	13.1	18.0	23.8	30.5	37.9	46.1
500 (150)	0.9	1.5	2.2	3.1	4.0	5,2	6.4	7.6	9.3	13.7	19.0	25.1	32.1	39.9	48.6
550 (165)	1.0	1.6	2.3	3.2	4.2	5.4	6.7	8.0	9,8	14.4	19.9	26.4	33.7	41.9	50.9
600 (180)	1.0	1.6	2.4	3.3	4.4	5.7	7.0	8.3	10.2	15.1	20.8	27.5	35.2	43.7	53.2
650 (195)	1.1	1.7	2.5	3.5	4.6	5.9	7.3	8.7	10.6	15.7	21.7	28.7	36.6	45.5	55.4
700 (210)	1.1	1.8	2.6	3.6	4.8	6.1	7.6	9.0	11.1	16.3	22.5	29.7	38.0	47.2	57.5
750 (225)	1.1	1.8	2.7	3.7	4.9	6.3	7.9	9.3	11.4	16.8	23.3	30.8	39.3	48.9	59.5
800 (240)	1.2	1.9	2.8	3.8	5.1	6.5	8.1	9.6	11.8	17.4	24.1	31.8	40.6	50.5	61.4
900 (270)	1.2	2.0	3.0	4.1	5.4	6.9	8.6	10.2	12.5	18.5	25.5	33.7	43.1	53.5	65.2
1,000 (300)	1.3	2.1	3.1	4.3	5.7	7.3	9.1	10.8	13.2	19.5	26.9	35.5	45.4	56.4	68.7

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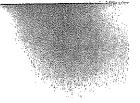
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TABLE 11



Ground Cover	Cropping Management Factor, C
95% ~ 100%	
as Grasses	0.003
as Weeds	0.010
80%	
as Grasses	0.010
as Weeds	0.040
60%	
as Grasses	0.040
as Weeds	0.090
High Productivity	
Grass and Legume Mix	0.004
Moderate Productivity	
Grass and Legume Mix	0.010

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45

12.6

17.9

21.9 25.2

28.2

30.9

33.4

35.7 37.9

39.9

41.9 43.7

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21.7 26.6

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40.6 43.5

46.1

48.6 50.9

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55.4

57.5

59.5

61.4

65.2 68.7 TABLE 11.4Cropping Management Factor, C (adapted from USDASoil Conservation Service, 1978)

thousandfold reduction in erosion losses, compared with the continuous-fallow or bare-ground cases. Mulching also can be considered as a form of cropping management. The cropping management factor *C*-values for mulching with various types of organic mulches (straw, hay, woodchips, etc.) are listed in Table 11.5.

11.4.2.5 Erosion Control Practice Factor. The erosion control practice factor, P, is a parameter representing the reduction of soil loss resulting from soil conservation measures, such as contour tillage, contour strip cropping, terracing, and stabilized waterways. Factor P-values for standard erosion control practices are tabulated in Table 11.6. Values of P range from 0.95 for contouring on steep slopes (18 to 24%) to 0.25 for contour strip cropping on gentle slopes. Terracing effectively reduces the length of slope from that of the entire site to the horizontal distance between terraces. The methods of determining P for a given conservation practice and, alternatively, the

TABLE 11.5 Cropping Management Factor, C, for Mulching Sites (adapted from USDA Soil Conservation Service, 1978)

Type of Cover	Cropping Management Factor, C
Hay Rate of Application:	
0.5 U.S. ton/acre (1.1 ton/hectare)	0.25
1.0 U.S. ton/acre (2.3 ton/hectare)	0.13
1.5 U.S. ton/acre (3.4 ton/hectare)	0.07
2.0 U.S. ton/acre (4.5 ton/hectare)	0.02
Small Grain Straw: 2 U.S. ton/acre (4.5 ton/hectare)	0.02
Wood Chips: 6 U.S. ton/acre (13.6 ton/hectare)	0.06
Wood Cellulose; 1.75 U.S. ton/acre (4.0 ton/hectare)	0.10
Fiberglass: 1.5 U.S. ton/acre (3.4 ton/hectare)	0.05

TABLE 11.6	Factor P-Values for Standard Erosion Control Practices (from USDA Soil Conservation
Service, 1978	

Slope (%)	Up and Down Hill	Cross Slope Farming without Strips	Contour Tillage	Cross Slope Farming with Strips	Contour Stripcropping
2.0 ~ 7.0	1.0	0.75	0.50	0.37	0.25
$7.1 \sim 12.0$	1.0	0.80	0.60	0.45	0.30
12.1 ~ 18.0	1.0	0.90	0.80	0.60	0.40
18.1 ~ 24.0	1.0	0.95	0.90	0.67	0.45

selection of a conservation practice, using the Universal Soil Loss Equation, have been described by Wischmeier and Smith (1965). A factor *P*-value of 1.0 should be used for a landfill with a smooth surface cover.

A number of erosion control practices, such as structural, mechanical, chemical, vegetative, or combinations thereof, can be used to reduce soil losses from disturbed slopes or construction sites. Because the allowable soil loss given by the U.S. and many state regulations must not exceed 2 U.S. tons per acre per year (4.5 metric tons per hectare per year) at the landfill area, meeting this level of erosion control requires careful design of slope gradient and length plus other mitigating measures.

Water-related erosion can be controlled not only by vegetation, but also by hardened covers using stones or riprap. Such hardened covers allow more water to infiltrate than vegetative covers because no vegetative evapotranspiration occurs. Hardened covers increase the need for a barrier layer, but they reduce long-term maintenance.

EXAMPLE 11.1

A landfill is located in Southeastern Michigan. The landfill final cover has slope of 5(H):1(V) and length of 250 feet (75 m). Topsoil is loam with 4% organic matter content. Ground cover as grasses is 80%. Use Universal Soil Loss Equation to calculate the annual soil loss.

Solution:

Southeastern Michigan (Figure 11.17): R = 100; Soil erodibility factor for loam with 4% organic matter content (Table 11.2): K = 0.29; Slope-length factor for S = 20% and L = 250 ft (75 m) (Table 11.3): LS = 6.6; Cropping management factor (Table 11.4): C = 0.010; and Erosion control practice factor: P = 1 (for landfill design).

Universal Soil Loss Equation

 $A = R \cdot K \cdot LS \cdot C \cdot P$

 $= 100 \times 0.29 \times 6.6 \times 0.010 \times 1$

= 1.91 U.S. ton/acre/yr (4.33 metric ton/ha/year) < 2 ton/acre/yr (4.5 metric ton/ha/yr)

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ATTACHMENT 4a-2: FDOT DRAINAGE MANUAL

625-040-217-a Page 27 of 33

Table 17-13 KINEMATIC VISCOSITY OF WATER AT SELECTED TEMPERATURES

Temperature, °I	2			ft	atic Visc 2/sec x 1	0
32			8		1.931	
40	3	14 - 2 ¹			1.664	· · · · · · · · · · · · · · · · · · ·
50		site to			1.410	191
60					1.217	
70 -					1.059	
80					0.930	
90		4.			0.826	-
100				-	0.739	1.1

Reference: Metcalf and Eddy (1979).

Table 17-14

VOLUME WEIGHTS OF SOILS AND FACTORS FOR CONVERTING SOIL LOSSES (AIR-DRY) FROM TONS TO CUBIC YARDS

Soils	Volume We (lb/ft ²		Tons to Cubic Yard		
Sands and loamy sands	110	4	0.67	- b-	
Sandy loam	105	10	0.71	5.°. U	
Fine sandy loam	100		0.74	-	· · · · ·
Loam	90	-	0.82		
Silt loam	85		0.87		
Silty clay loam	80	1.52	0.93	and the second se	
Clay loam	- 75	18 A. A.	0.99	J., - 15	,
Silty, sandy clay, and clay	70		1.06		
Aerated sediment	80 ^a		0.93		z
Saturated sediment	60 ^a		1.24		
() ()(1. E. S.	- 10 g-10-1		1 <u>5</u>	

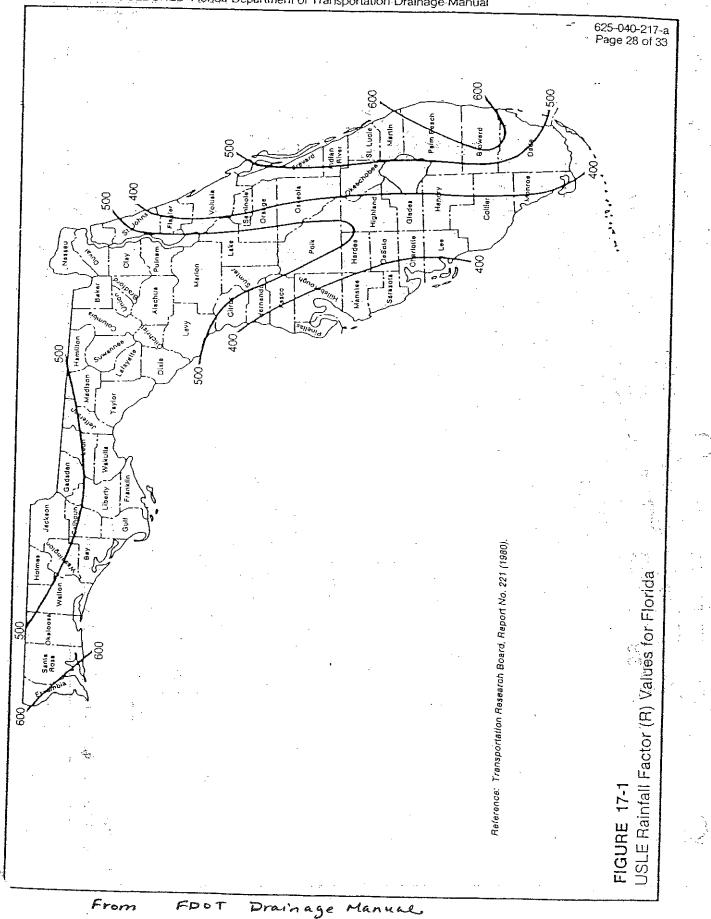
^aThese are the approximate aerated saturated weights to be used at drainage sites (streams or reservoirs).

Reference: USDA, SCS (1978).

gnR299/211

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From: FDOT Prainage Manual



VOLUME 2-PROCEDURES Florida Department of Transportation Drainage Manual

WIND UPLIFT

ATTACHMENT 5

MEMORANDUM



TO:	Project File
FROM:	G. Reinhart
DATE:	November 11, 2010
SUBJECT:	Attachment 5: Escambia County Saufley Field Cⅅ Landfill Closure
	Evaluation – Wind Uplift

PURPOSE

This memo has been prepared to evaluate the wind uplift resistance provided by the proposed Closure Turf cover system proposed for use at the Saufley Field C&DD Landfill in Escambia County, Florida.

INTRODUCTION

Typically, wind uplift forces on geomembranes are evaluated by examining the suction forces generated at the geomembrane surface and the counterbalance forces necessary to prevent failure within the geomembrane (Giroud, 1995). However, the proposed Closure Turf differs substantially from a typical geomembrane system.

Closure Turf consists of a unique three-dimensional structure that alters the boundary layer forces at the surface of the system. This change in forces over what is predicted for typical geomembranes renders the standard uplift calculation approach invalid. Since equations are not available to predict actual generated forces, the forces generated at the surface of the closure must be evaluated through aerodynamic testing.

METHODOLOGY

Aerodynamic evaluation of the proposed closure turf system was performed by the Georgia Tech Research Institute (GTRI). The results of this evaluation are presented in Attachment 5A. GTRI was tasked with experimentally evaluating the aerodynamic properties and ballast requirements of Closure Turf. The product tested differs slightly from the proposed Closure Turf in that it consists of two geotextile layers interlocked with the synthetic grass blades. The second layer of geotextile should not invalidate the results of the aerodynamic testing with respect to the Closure Turf proposed for this project. With proper sand infill ballasting at the thicknesses recommended in the GTRI report, the generation of tensile forces within the geotextiles is avoided and the strength provided by the second layer geotextile does not affect the results of the testing.

The experimental GTRI setup evaluated pressure variation at the boundary layer of the Closure Turf using a traversable pitot tube. These measurements were then used to determine the flow velocity distribution across the boundary layer at the perimeter and interior of the Closure Turf installation. The perimeter condition evaluated forces at the boundary of the installation where greater forces are experienced at the surface of Closure Turf. The interior condition evaluated forces interior to the installation where longer flow paths result in greater turbulence and a lower forces at the surface of the closure.

RESULTS AND DISCUSSION

Wind speeds up to 120 miles per hour were tested on both perimeter and interior Closure Turf installations. The results obtained by GTRI are valid for undeflected turf heights of 1.25 inches. Accordingly, the grass blade length must be increased as ballast depth increases to ensure that the installed system matches testing conditions.

GTRI found that a minimum sand thickness of 0.4 inch was required for perimeter installations (turf removed at the upstream edge of the balance model) to overcome forces at the turf interface. Based on this sand thickness, the total minimum blade height required for the results to remain valid is 1.65 inches.

For interior installations (center of test strip, with turf in place upstream and downstream of balance model), a minimum thickness of 0.04 inch was required. Based on this sand thickness, the total minimum blade height required for the results to remain valid is 1.29 inches.

CONCLUSION

The GTRI report provides actual test data essential for the evaluation of the Closure Turf performance under wind loads of up to 120 miles per hour. Based on an analysis of this report, the Closure Turf installation will require sand infill heights and blade lengths that effectively resist wind uplift forces and avoid failure due to aerodynamic forces.

REFERRENCE

Giroud, J.P., Pelte, T., and Bathurst, R.J., 1995, *Uplift of Geomembranes by Wind*, Geosynthetics International, Vol. 2, No. 6, pp. 897-952.

ATTACHMENT 5a: GTRI AERODYNAMIC EVALUATION REPORT

Aerodynamic Evaluations of Closure Turf Materials, GTRI Project No. D-6244, Contract No. AGR DTD 5/14/10





July 8, 2010

Mr. Michael R. Ayres, P.E. Closure Turf, LCC 3005 Breckinridge Blvd. Duluth, GA 30096

Subject: Aerodynamic Evaluations of Closure Turf Ground Cover Materials

References: 1: Contract # AGR DTD 5/14/10

Dear Mr. Ayres and Closure Turf LCC affiliates:

The Georgia Tech Research Institute is pleased to submit the attached Report, covering the period from May 14 to July 8, 2010, in fulfillment of Reference. This document details the tasks and analysis made on contracted work performed by the GTRI Aerospace, Transportation and Advanced Systems Laboratory and its team members on Phase I of the Project entitled "Aerodynamic Evaluations of Closure Turf Ground Cover Materials".

We look forward to continuation of this work for/with Closure Turf, LCC upon the adoption of Phase II activities related to aerodynamic investigation of Closure Turf Material or other desired evaluations.

Sincerely,

Graham M. Blaylock Principal Investigator





Aerodynamic Evaluations of Closure Turf Ground Cover

Phase I REPORT May 14 – July 8, 2010

Project Expires: August 14, 2010

Contract No. AGR DTD 5/14/10 Proposal No. ATASL-AATD-10-1119

GTRI Project No. D-6244

Prepared for:

Mr. Michael R. Ayres, P.E. Closure Turf, LCC 3005 Breckinridge Blvd. Duluth, GA 30096

Prepared by: Graham M. Blaylock, Research Engineer II Aerospace, Transportation and Advanced Systems Laboratory Georgia Tech Research Institute Georgia Institute of Technology Atlanta, GA 30332-0844 <u>gb62@gtri.gatech.edu</u>

Principal Investigator:Graham M. Blaylock, Research Engineer IIGeorgia Tech Research InstituteAerospace, Transportation & Advanced Systems LaboratoryCCRF, Code 0844Atlanta, GA 30332-0844(404) 407-6469, Office(404) 407-8077, Fax(404) 407-7586, Wind Tunnelgb62@gtri.gatech.edu

Introduction

GTRI has been contracted by Closure Turf, LCC to experimentally evaluate the aerodynamic properties and ballast requirements of a novel synthetic ground-cover system under a range of wind speed conditions (V_{inf}). The Closure Turf Material was tested full-scale in GTRI's subsonic Model Test Facility (MTF) wind tunnel wherein the normal force loading (lb_f/ft^2) and the shear stress (lb_f/ft^2) were determined for a suitable section of the material. The turf material was tested in two configurations, one representing the perimeter of the turf installation (Fig 5) and the 2nd at a representative interior section (Fig 6). Both installations were evaluated on a flat level surface. The installation is shown in Figures 1a-d below.

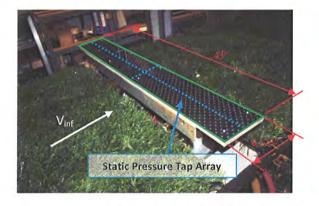


Figure 1a - Model Before Final Turf Layer

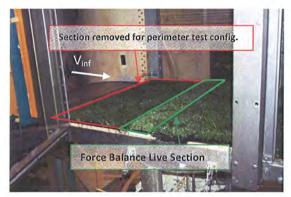


Figure 1b - Turf Installed & Model Lowered

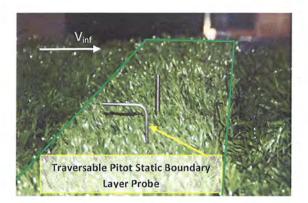


Figure 1c - Pitot Static Boundary Layer Probe



Figure 1d – Full Installation Looking Downstream

Program Description

Closure Turf system - The Closure Turf ground cover system consists of two independent layers. The first layer is a **geomembrane** to cap the upper soil layer. This is then covered with a **geotextile** turf layer (Fig 2a and 2b)

Geomembrane Layer -The impermeable geomembrane is made from Agru 50-mil LLDPE Super Gripnet[®] material and is used to cap the terrain being covered. It has an array of spikes to interface to the soil below and an array of studs to interface with the turf covering above. Throughout the testing and subsequent analysis of the Closure Turf system, it was assumed that the geomembrane will be sufficiently installed to prevent movement of that layer.

Geotextile Turf Layer – This component is designed to be installed on top of the geomembrane. The turf is intended to remain in place without an anchoring system linking it to the geomembrane below. It relies on the interface friction and sand ballast added on top of the turf to ensure that it remains immobile under all environmental conditions. It is constructed of two permeable sheets of woven HDPE mesh material which are linked together with synthetic blades of grass that are looped through the two HDPE substrates (Fig 2a).

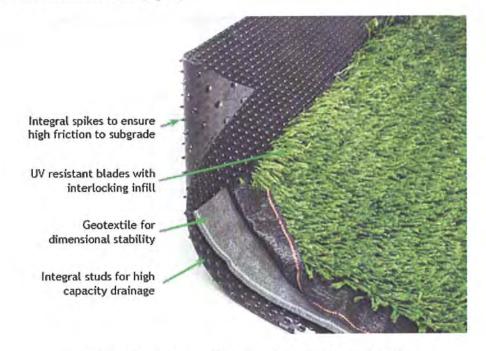


Figure 2a – Closure Turf Synthetic Ground Cover System

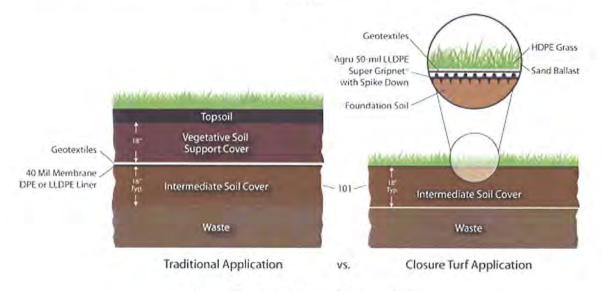


Figure 2b - Installation of Closure Turf

Purpose – The scope of this program was to conduct a full-scale wind tunnel test and experimentally isolate and measure the aerodynamic forces acting on a section of the permeable upper geotextile turf layer alone as installed above the impermeable geomembrane. The wind tunnel install configuration would simulate a wide range of wind speeds flowing over a **flat and level terrain installation** of the Closure Turf ground cover system (Fig 1a-d). The sand ballast requirements needed to counteract the resulting aerodynamic forces could then be determined. The purpose of the ballast is twofold. It serves to prevent both lift-off and tangential motion of the turf material along the geomembrane underlayment **resulting from aerodynamic lift and drag acting on the turf layer**.

Methodology

Model Design – The model represented a full-scale 2D section of the Closure Turf material with a 6.125" chord (stream-wise dimension) with a width of 43" that spanned the tunnel wall to wall. This area constituted the live balance section upon which the total sum of all aerodynamic forces could be measured by a 6 component force balance located under the test section. The model consisted of 4 layers listed below from the lower to uppermost turf layer

- 1) $\frac{3}{4}$ " Furniture grade plywood support base This incorporated several pressure taps on the underside in order to measure the ambient pressure (P_{amb}) to determine the vertical force (F_{amb}) due to pressure acting upward on the lower surface of the model.
- 2) Foam Filler Layer This represented the soil layer surrounding the lower geomembrane spikes.
- 3) Impermeable Goemembrane Layer This was fixed rigidly to the base. An array of static pressure taps was installed on the upper side of this layer, shown schematically in Fig. 1a. These

pressures were integrated numerically to determine the force (F_{geo}) due to pressure acting down on the membrane.

4) Geotextile Turf Layer – The turf was first mounted to a thin wire support frame to maintain the geometry and to provide a safety measure to prevent material from dislodging in the tunnel. The frame was then mounted rigidly on top of the lower construction flush with the top of the geomembrane upper surface studs.

Pitot Static Boundary Layer Probe – In general, pressure variation through the height of the boundary layer is due to viscous forces which cause deficits in the total pressure as the bounding flat and level surface is approached. The static pressure remains constant. However, the unique characteristics of the flexible and permeable turf layer warranted investigating the boundary layer formation on the Closure Turf system. To accomplish this, a traverse system was built into the model to actuate a Pitot static probe vertically through the boundary layer (Fig 1c). This allows the measurement of the total and static pressure as a function of the probe height, defined as h = 0" at the upper surface of the turf HDPE woven mesh. From these measurements the flow velocity distribution was determined. This characterizes the shape of the boundary layer which is by its nature a transition from the no slip condition at the surface (V = 0) to free stream conditions ($V = V_{inf}$). The characteristics of this boundary layer profile such as the BL thickness, the height required for the flow to reach free stream velocity, provide valuable insight into the observed results.

Force Balance – An under floor 6 component force balance was utilized to measure the aerodynamic lift (*L*) and the total drag (*D*) of the model. These forces were transmitted to the balance through a vertical strut which mounted to the underside of the model base. It should be noted that these forces represent the total sum of all pressure distributions acting on the model resolved vertically and tangentially. As such the isolated vertical force acting on just the turf layer (L_{turf}) is found by Equation 1.

$$L_{turf} = L - L_{amb} + L_{geo} \tag{Eq 1}$$

Under the confines of this program, it was not feasible to separate the drag acting on just the turf from skin friction and pressure drag acting on the geomembrane. That being the case, the total drag as measured from the force balance was taken as the drag acting on the turf. This results in a conservative overestimation of the actual turf drag force present.

Installation Conditions – Two installation conditions were examined separately. To more accurately simulate the actual installation conditions, both geomembrane and turf layers were installed upstream and downstream of the balance live model (Fig 1b and 1d). This represents an **interior** condition and in this case the model was located approximately 18" inboard of the **perimeter**. It was also suspected that the perimeter, if unaccounted for, could lead to a worse case situation. To determine the nature of this the upstream turf was removed leaving just the geomembrane as a stand in for a typical surface soil roughness that could be expected at the edge of a real world installation. This left the model mounted turf exposed at the leading edge.

Results and Discussion

These results represent the required thickness of sand for the Closure Turf system as installed on flat and level terrain. The density of the sand was provided by Closure Turf. If a different material density is to be used as ballast, the results can be recalculated via Equation 2.

In all cases, the driving parameter for the depth of the sand is tangential slip due to the aerodynamic formation of shear stress. The sand ballast requirements have been illustrated in Figures 5 and 6 for several assumed representative interface coefficients of static friction (μ_s). The minimum required sand ballast height is found by Equation 2.

$$h_{sand}(in) = \frac{1}{\rho_{sand}} \left(\frac{\tau}{\mu_s} + P\right) \frac{12in}{ft}$$
(Eq 2)

Where:

$$\begin{split} \rho_{sand} &= Weight \ Density \ of \ Ballast(sand) = 110 \ \frac{lb_f}{ft^3} \\ \tau &= \frac{D}{Area} = Shear \ Stress, \frac{lb_f}{ft^2} \\ P &= \frac{L_{turf}}{Area} = Normal \ Force \ Loading, \frac{lb_f(+tve \ up)}{ft^2} \end{split}$$

The measured data for determining the sand depth are shown in Table I and Table II and plotted in Figures 5 and 6 for the perimeter and interior configurations respectively. The last column of each table gives the resulting sand height requirement, based on Equation 2, for $\mu_s = 0.93$. This value was determined independently from the efforts of this program by Closure Turf affiliates and supplied for use in this analysis.

Perimeter Condition (PC) – The ballast requirement resulting from this configuration are substantially greater than the interior condition. For the given $\mu_s = 0.93$ a **minimum** sand height of 0.4" or 3.6 lb_f/ft² is needed to provide the ballast based on the resulting shear at 175 ft/s. The lifting pressure will be satisfied by this loading as shown in Figure 4. It should be noted that the required ballast height due to uplift goes from positive to negative at around 115 ft/s. There are several factors contributing to these results.

PC Boundary Layer (BL) – The profile for the perimeter condition is shown in Figure 4 (Red Curve). One characteristic to note is that the boundary layer thickness reaches 99% of free stream velocity at a height of approximately 2". This subjects the turf to up to 89% of the total free stream based on a max vertical blade height of 1.25". This has several resulting effects which can be followed in Figures 3a to 3f. The cascade of effects proceeds as follows.

The blades are subject to higher velocities and thus higher increasing drag as the wind speed increases. The higher drag increases the bending of the blades back onto the mesh substrate. The effect of this has 2 counteracting effects on the net lift. At lower velocities (Fig3a-b) the blades are bent slightly with the

flow being deflected and accelerated of over the perimeter as shown by the tufts. This flow acceleration increases the **local** velocity and lowers the local static pressure **below** that of free stream static which creates the pressure differential building up in 3a and b Additionally, in this installation, the perimeter exposes the gap between the turf and the geomembrane which allows for some uplift pressure recovery beneath the turf. However, as the free stream velocity increases, the drag is increased further by virtue of greater velocity exposure in the relatively thin boundary layer, the bending angle of the turf also increases (Fig 3b-c). This bending produces an increasing down force reaction which starts to counteract the suction created by the local flow acceleration. Simultaneously, the slightly reduced turf profile geometry (caused by the increased bending) shown in Figure 3c-d begins to reduce the relative local flow acceleration and thus also reduces the suction. This continues until the net vertical force becomes zero at about 110 ft/s (Fig 3d) and continues to decrease through Figure 3f.

Interior Condition (IC) – This condition owes its behavior to the formation of a drastically different boundary layer than the perimeter as shown by the blue profile in Figure 4. Compared to the Perimeter profile it is 25% thicker with no measurable velocity until the height is greater than 50% of the turf length (0.75"). The blades thusly experience a maximum velocity of 45% of free stream. This reduces the drag acting on the turf layer. Furthermore, the static pressure remains constant as a function of height through the BL which effectively prevents the formation of a pressure differential on the flat and level permeable turf membrane.

The cause for the deficient boundary layer is created by longer flow paths over a given surface and all boundaries grow in thickness and increase in turbulence with increasing distance. In the case of Closure Turf, the interaction of the flow with the flexible blades causes this growth to occur quite rapidly. The distance producing the profile in Fig 4 was 18" however, the effect of the growing boundary layer can be seen even in the perimeter condition development in Figures 3a –f. The Model section (highlighted in yellow) is 6.125" wide. It is clearly seen that little to no defection occurs in the turf at a distance just over 6 inches behind the perimeter edge. Thus the boundary layer at further distances than 18" and greater from the perimeter can be expected to have minimal interaction with the turf. Figure 6 shows these results by producing measurements requiring minimal ballast.

Final Comments and Executive Summary

GTRI was contracted by Closure Turf to determine the effective required ballast in terms of sand thickness needed to counteract the aerodynamic forces versus wind velocity acting on a permeable geotextile synthetic turf ground covering material that is to be overlaid onto an impermeable geomembrane underlayment. It was found that in both perimeter and interior loading conditions, the shear acting on the material serves as the more demanding factor for determining the ballast.

• The resulting measurements represent the forces acting on the permeable Turf Layer *only*. The impermeable geomembrane layer was to be assumed immobile as a founding assumption of this program

- If it is determined that the static interface friction coefficient (μ_s) between the soil and the lower side of the membrane is lower than that occurring between the turf and the membrane upper surface studs, the lower μ_s should be used in Equation 2 to recalculate the sand depth required by shear. The same shear data given in Tables I & II will apply because, as discussed within the methodology section, the measured shear could not be feasibly separated between the two layers independently and thus represents their combined effect.
- The sand ballast depths represented in Figures 5 & 6 and Tables I & II are the Minimum depths required, the proper factor of safety has been left to be determined by Closure Turf, LCC and the authorized building permit issuing agencies.
- The perimeter of the turf installation is much more demanding than interior sections.
- All measurements were made on a rigidly constrained system. It was not within the scope of this investigation to determine what dynamic effects might occur, including gusts or erosion of sand ballast or any possible unstable perturbations.
- All configurations consisted of flat and level terrain installation.
- All calculations and measurements assume that the blade length is increased to account for any added ballast material. This is to ensure that the installation matches the conditions as tested.

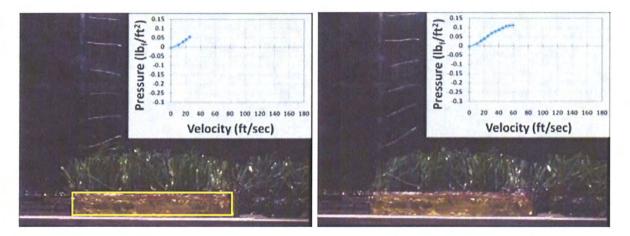


Figure 3a: Vinf = 25 ft/sec

Figure 3b: Vinf = 60 ft/sec

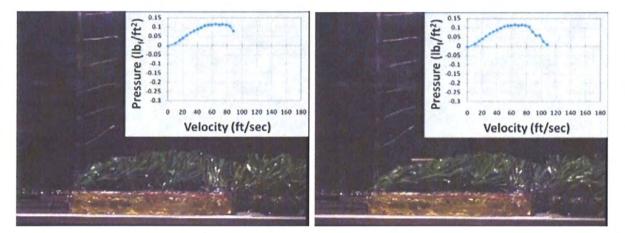
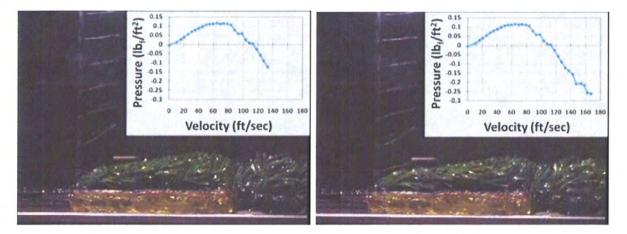


Figure 3c: Vinf = 90 ft/sec





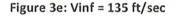
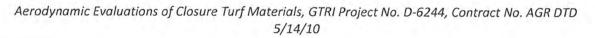


Figure 3f: Vinf = 170 ft/sec



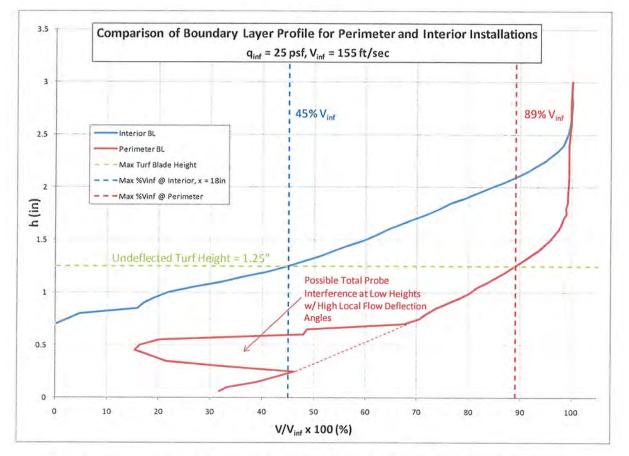


Figure 4 – Non-Dimensional Boundary Layer Profiles for Perimeter and Interior Installations

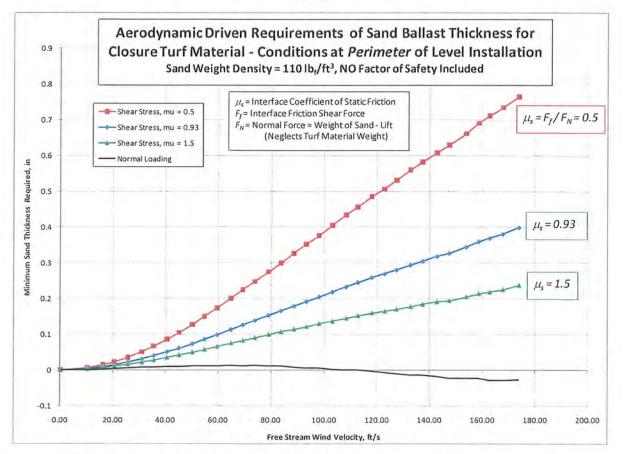


Figure 5 - Sand Ballast Minimum Requirement at the Perimeter of Turf Installation

	Table I - Perimeter Installation				
Wind	Wind Speed	Turf Normal Force Loading	Turf Shear	Sand Height Due to	
Speed (<i>ft/s</i>)	(mi/hr)	(lb_f/ft^2)	Stress (lb _f /ft ²)	Shear (<i>in</i>)	
0.00	0.00	0	0	0	
10.26	6.99	0.011689	0.023784	0.0040651	
16.06	10.95	0.027798	0.053106	0.009262	
20.31	13.84	0.039396	0.086922	0.0144939	
25.40	17.32	0.054936	0.136103	0.0219582	
30.70	20.93	0.06927	0.198423	0.0308322	
35.26	24.04	0.078777	0.266915	0.0399035	
40.42	27.56	0.088429	0.351918	0.0509275	
44.97	30.66	0.096783	0.434606	0.0615383	
49.97	34.07	0.10646	0.529776	0.0737576	
54.57	37.21	0.110561	0.630469	0.0860165	
59.36	40.47	0.111817	0.741903	0.099225	
64.58	44.03	0.115373	0.865046	0.1140578	
69.15	47.15	0.111526	0.975305	0.1265718	
73.60	50.18	0.114496	1.076528	0.1387694	
78.82	53.74	0.111457	1.204017	0.1533926	
83.52	56.94	0.104976	1.320714	0.1663744	
88.34	60.23	0.077354	1.458158	0.1794835	
93.08	63.46	0.057303	1.588598	0.192597	
97.86	66.72	0.058201	1.697814	0.2055063	
102.89	70.15	0.024978	1.844449	0.2190825	
108.12	73.72	0.007601	1.985703	0.2337562	
112.58	76.76	0.002646	2.090641	0.2455251	
117.87	80.37	-0.026041	2.237684	0.2596441	
122.74	83.69	-0.058742	2.352732	0.2695721	
127.36	86.84	-0.089852	2.479185	0.2810115	
132.72	90.49	-0.122289	2.627843	0.2949108	
137.29	93.61	-0.135769	2.734267	0.305924	
142.65	97.26	-0.155489	2.863465	0.3189279	
147.40	100.50	-0.208034	2.98848	0.3278602	
153.84	104.89	-0.206002	3.134988	0.3452676	
158.51	108.08	-0.21588	3.274285	0.3605298	
162.63	110.88	-0.256805	3.392572	0.3699406	
167.59	114.26	-0.261535	3.496667	0.3816351	
173.66	118.41	-0.23928	3.626641	0.3993092	

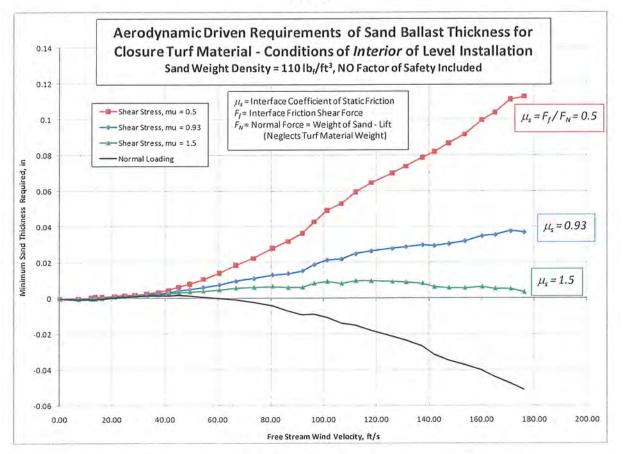


Figure 6 - Minimum Sand Ballast Requirement in the Interior of Turf Installation

	Table I - Interior Installation				
Wind	Wind Speed	Turf Normal Force Loading	Turf Sheer	Sand Height Due to	
Speed (ft/s)	(mi/hr)	(lb _f /ft ²)	Stress (lb _f /ft ²)	Shear (<i>in</i>)	
0.00	0.00	-0.00419	0.000471	0	
7.07	4.82	-0.00858	0.002819	-0.000605326	
12.02	8.20	-0.00858	0.005658	-0.000272305	
13.47	9.18	-0.009201	0.006927	-0.000191194	
16.05	10.94	-0.005314	0.005174	2.72117E-05	
20.91	14.26	0.003753	0.0034	0.000808245	
24.64	16.80	0.006062	0.004099	0.00114213	
28.56	19.47	0.009925	0.003388	0.001480147	
32.94	22.46	0.011669	0.005393	0.001905592	
37.27	25.41	0.011221	0.009767	0.002369798	
41.09	28.01	0.013608	0.013502	0.003068321	
44.90	30.61	0.015886	0.02088	0.004182285	
49.08	33.47	0.011842	0.03072	0.004895374	
54.21	36.96	0.006407	0.045273	0.006009561	
60.31	41.12	-0.000648	0.064883	0.007540218	
66.57	45.39	-0.006394	0.087581	0.009575904	
73.32	49.99	-0.019878	0.112271	0.01100111	
80.43	54.84	-0.037311	0.146631	0.013129826	
86.42	58.92	-0.06477	0.178237	0.013841748	
91.90	62.66	-0.083261	0.208285	0.01534924	
96.30	65.66	-0.081403	0.236369	0.018846242	
101.24	69.02	-0.097454	0.273298	0.021427071	
106.76	72.79	-0.129489	0.30751	0.021945482	
112.17	76.48	-0.138401	0.341067	0.024909568	
117.97	80.43	-0.163997	0.378085	0.026459565	
125.89	85.83	-0.193612	0.417441	0.027845377	
131.07	89.36	-0.215792	0.445855	0.028758761	
137.38	93.67	-0.245542	0.482763	0.029842691	
141.88	96.73	-0.289393	0.520185	0.029448623	
147.46	100.54	-0.317409	0.555461	0.030530279	
153.47	104.64	-0.340708	0.59023	0.032067045	
159.99	109.08	-0.369093	0.641021	0.034928388	
165.05	112.53	-0.4029	0.677722	0.035545455	
170.96	116.56	-0.437374	0.727691	0.037646121	
176.00	120.00	-0.469865	0.751682	0.036915842	





20 July 2009

Mr. Jose Urrutia Closure Turf LLC 3005 Breckinridge Blvd., Suite 240 Duluth, Georgia 30096

Subject: Final Report Retained Tensile Strength Control and Weathered Samples ClosureTurfTM

Dear Mr. Urrutia,

SGI Testing Services, LLC (SGI) is pleased to present the enclosed report on the tensile strength testing performed for Closure Turf LLC. The testing program was conducted in accordance with the test procedures and conditions specified by Mr. Jose Urrutia of Closure Turf LLC. All of the tensile tests were conducted at SGI located in Norcross, Georgia.

SGI appreciates the opportunity to provide laboratory testing services to Closure Turf LLC. Should you have any questions regarding the enclosed report, please do not hesitate to contact the undersigned.

Sincerely,

Zehong Yuan, Ph.D., P.E. Laboratory Manager

Enclosure

SGI7011.LTR.09.01

Mail To: SGITesting Services, LLC

P.O. Box 2427 Lil bur n, Geor gia 30048 - 2427

WebSite:www.interactionspecialists.com

Facility Location

4405 International Boulevard Suite B-117 Nor cross, Georgia 30093

Phone:770.931.8222 Fax:770.931.8240

ATTACHMENT 6

TRANSMISSIVITY AND HYDRAULIC PERFORMANCE

MEMORANDUM



TO:	Project File		
FROM:	G. Reinhart		
DATE:	November 11, 2010		
SUBJECT:	Attachment 6: Escambia County Saufley Field Cⅅ Landfill Closure		
	Evaluation – Transmissivity and Hydraulic Performance		

PURPOSE

This memo has been prepared to evaluate the hydraulic performance of the Closure Turf closure system proposed for use at the Saufley Field C&DD Landfill in Escambia County, Florida.

INTRODUCTION

To evaluate the hydraulic performance of the Closure Turf laboratory transmissivity, testing at loads equal to or exceeding field loads is required. Based on these data, the projected long-term hydraulic performance of the material can be evaluated and the suitability for the proposed application can be determined. Based on a review of the information supplied by the manufacturer, sufficient data are available to reasonably estimate long-term hydraulic performance of the product.

For the proposed Closure Turf, we assumed that the sand ballast layer will allow rapid infiltration of all impinging rainfall and no losses will occur due to surface runoff or evapotranspiration (ET). Therefore, the Closure Turf must be capable of handling the entire rainfall event. This approach is very conservative (as the slope of the cover system will allow runoff) and will result in higher peak flows compared to other modeling approaches such as the Hydrologic Evaluation of Landfill (HELP) Model (Reference 1).

METHODOLOGY

SGI Testing Services, LLC performed short-term transmissivity testing and the results are included as Attachment 6A. The transmissivity for the Closure Turf drainage layer was determined at 0.25 hour under a normal stress of 50 psf. The testing design load exceeds the maximum expected field load with 1 inch sand covering (10 psf) by 500%. Calculations to determine the typical design load are presented in Attachment 6B.

The transmissivity testing period is sufficient to estimate geocomposite performance. Although short-term testing typically uses a testing period of 100 hours, due to the low system loading, the supplied data are acceptable because no significant geotextile intrusion is expected at field loads compared to the test loads.

The manufacturer did not supply 10,000-hour compression creep data. However, due to the extremely low loading and the rigid structure of the geomembrane drainage nubs forming the

basis of the flow channels, insignificant changes in the hydraulic performance over this period due to compressive creep are expected.

To predict long-term hydraulic performance, the short-term transmissivity should be corrected through the application of various reduction factors. The reduction factors account for changes in hydraulic performance of the drainage layer over time as it ages. The factors that need to be considered are listed below along with the proposed values for analysis. The values were selected based on the nature of the proposed closure system. Calculations estimating the long-term transmissivity based on appropriate reduction factors are provided as Attachment 6C.

Chemical clogging and biological clogging reduction factor values used are equal to the lower limit of the proposed range due to the non-biological nature of the closure system. No significant impacts due to biological or chemical clogging are expected.

The geotextile intrusion reduction factor value used was equal to the lower limit of the range because of the extremely low loading in the proposed system. Additionally, the testing load exceeds the typical expected field load by 500%. This will result in geotextile intrusion during testing above field performance resulting in lower laboratory transmissivity values than expected under field conditions.

The compression creep reduction factor used was set to 1.0. This value was chosen based on the extremely low loading in the proposed system and the loading used during short-term testing, which exceeds the typical expected field load by 500%. Additionally, the rigid structure of the upper geomembrane nubs that form the flow channels are not expect to creep under the proposed loads.

Finally, a factor of safety of 1.0 was applied. This differs from the typical 2.0 used in bottom liner systems. This value was found to be acceptable because flows in excess of the drainage layer capacity will result in overland flow and not catastrophic failure of the system. Any erosion generated by the overland flow will be remedied flowing inspection and detection.

 RF_{CC} = Reduction Factor for Chemical Clogging (range from 1.0 to 1.2; use 1.0) RF_{BC} = Reduction Factor for Biological Clogging (range from 1.2 to 3.5; use 1.2) RF_{IN} = Reduction Factor for Geotextile Intrusion (range from 1.0 to 1.2; use 1.0) RF_{CR} = Reduction Factor for Creep Compression (use 1.0) FS = Factor of Safety for Hydraulic Design = 1.0

The total reduction factor correction used in the design calculations is 1.2.

Based on manufacturer-supplied data with reduction factor correction, the critical length at which liquid flow is maintained within the drainage system was calculated. The storm event used in this calculation was a typical 10-year storm for Zone 1 based on FDOT IDF Curves (Attachment 6D), which results in a peak 1-hour rain depth of 3.2 inches.

RESULTS

The data supplied by the manufacturer can be used to reasonably estimate the long-term hydraulic performance of the Closure Turf. The testing loads used were acceptable and exceeded actual field loading. Based on the analysis presented in Attachment 6C, the critical slope length was found to be 117 feet, which corresponds to an elevation differential of 47 feet between the base of the landfill and the top bench assuming a slope ratio of 2.5 horizontal units to 1 vertical unit (2.5H:1V). This is the length at which flow can be maintained within the thickness of the drainage layer. Once this thickness is exceeded, some minor overland flow would be expected. If the product is used on slopes longer than this, additional inspection, maintenance, maintenance or other design features may be required.

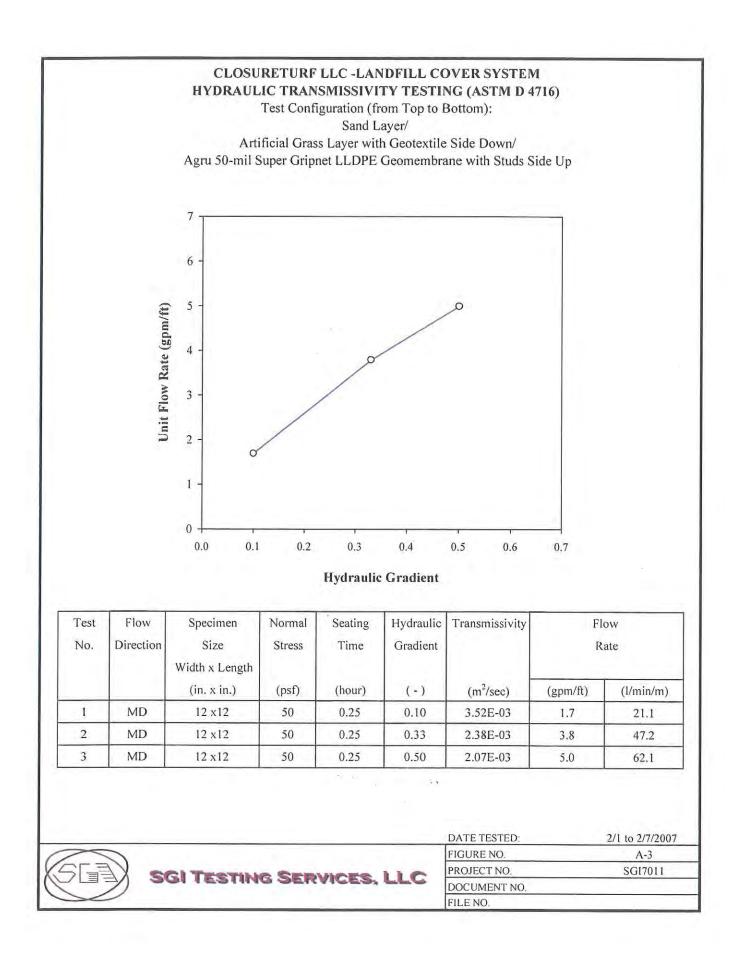
CONCLUSION

The Saufley Field C&DD Landfill side slope lengths are less than 129.5 feet, therefore Closure Turf is hydraulically acceptable.

REFERENCE

Shroeder, P.R., Aziz, N.M., Lloyd, C.M. and Zappi, P.A. (1994). The Hydrologic Evaluation of Landfill Performance (HELP) Model: User's Guide for Version 3, EPA/600/R-94/168a, September 1994, U.S. Environmental Protection Agency Office of Research and Development, Washington, DC.

ATTACHMENT 6a: SGI TRANSMISSIVITY TEST RESULTS



ATTACHMENT 6b: DESIGN LOAD CALCULATIONS



Project Number:05050-042-01Project Name:Saufley Closure EvaluationGEOCOMPOSITE LOADING ANALYSISBy:GReinhartDate:10/26/2010Checked:H. BoudreauDate:11/11/2010

5

I. PROBLEM: Determine the Maximum Load on Closure Turf with Sand Ballast Layer

DESIGN DATA:

F_{LoadingDesign} =

50.0 psf

CALCULATIONS:

LANDFILL CROSS-SECTION

Layer Description	Layer Thickness (ft)	Density (Ib/ft ³)
and 8 toponil	(11)	120
sod & topsoil	0	120
final cover soil	0	120
intermediate cover soil	0	120
waste*	0	60.7
drainage sand	0.0833	120

Loading Due to Waste and Soil Placement = F_{Loading} = Sum [(layer thickness) x (density)] =

F_{LoadingActual} = 10.0 psf

 $FS = F_{LoadingDesign} / F_{LoadingActual} =$

50.0 psf =

ATTACHMENT 6c: TRANSMISSIVITY CALCUALTIONS



Project Number: 05050-042-01 Project Name: Saufley Closure Turf Eval. Geocomposite Transmissivity Analysis Date: 10/28/2010 By: GAR Checked by: H.Boudreau Date: 11/11/10

I. PURPOSE: Evaluate the Long-Term-In-Soil Hydraulic Conductivity of the Geocomposite at the anticipated design load and calculate the critical length for flow within the geocomposite.

II. EQUATIONS:

$\Theta_{LTIS} =$	Θ ₁₀₀	Equation 1	(Reference 1)	
	$RF_{CR}^*RF_{IN}^*RF_{CD}^*RF_{PC^*}RF_{CC^*}RF_{BC}$			
Where:	Θ_{LTIS} = Long-Term in Soil Transmissivit	y [cm²/s]		
	Θ_{100} = Transmissivity after 100 hours up	nder expected load [cm ² /s]		
	RF_{cR} = Reduction factor for creep deformation			
	RF IN = Reduction factor for geotextile intrusion			
	RF_{cD} = Reduction factor for chemical degradation			
	RF_{PC} = Reduction factor for particulate clogging			
	RF_{cc} = Reduction factor for chemical clogging			
	RF _{BC} = Reduction factor for biological c	logging		

The reduction factors presented above will vary depending upon the material in question and the conditions to which it is exposed. The range of values expected for each reduction factor are presented in Reference 1, page 297.

RF_{CR}: The reduction factor for creep deformation (RF_{CR}) is dependent upon the load applied and increases as the load increases. This value is calculated using Equation 1 above.

RFIN: In the detection system, the reduction factor for geotextile intrusion (RFIN) equals 1 because there is no geotextile. In the collection system, a minimum to average factor is applied because the resulting hydraulic conductivity from testing includes intrusion.

RF_{cp}: Reduction factor for chemical degradation (RF_{cp}) is equal to 1.0 because the materials used for the geonet and geocomposite are not expected to degrade in a typical ash monofillenvironment.

RF_{PC}: Reduction factor for particulate clogging (RF_{PC}) is equal to 1.0 because the overlying geotextile has been designed to retain the adjacent particles.

RF_{cc} & RF_{Bc}: Reduction factor for chemical clogging will vary throughout the life of the facility. During initial phases of operation, these factors will be at the lower end of their ranges for both the leachate collection geocomposite and the leak detection geonet. As the system ages, these values are expected to fall within the normal mid range for the leachate collection system geocomposite; however, lower values are expected for the detection system due to significantly lower unit leachate flow rates for the system.

 $\Theta_{dsg} =$ Θ_{LTIS}/FS Equation 2 Where: FS = Factor of Safety Θ_{dsg} = Design Transmissivity [cm²/s] $(\theta_{dsg}) / (R x \cos \alpha) x (i)$ $L_{CR} =$ Where: L_{CR} = Factor of Safety Θ_{dsg} = Design Transmissivity [cm²/s]

> R = Rainfall Intensity [in/hr] α = Slope Angle [degrees]

i = gradient

(Reference 1)

Equation 3

(Reference 1)



Project Number: 05050-042-01 Project Name: Saufley Closure Turf Eval. Geocomposite Transmissivity Analysis By: <u>GAR</u> Date: <u>10/28/2010</u> Checked by: H.Boudreau Date: <u>11/11/10</u>

III. CALCULATIONS:

Dete	ermine Side Slope Slope Angl	rise/run	e 2.5 21.80143	to 1
	Parameter	Units	Product FabriNet	
	Load	psi	50	
	Slope	run/rise degrees	2.5 21.8	
	Gradient		0.400	
	RF _{IN}		1	(Reference 2)
	RF _{CC}		1	(Reference 2)
	RF _{BC}		1.2	(Reference 2)
	t _{CO}	mm	3.81	
	t _{virgin}	mm	3.81	Measured from Product
	t _{CR}	mm	3.81	
	(¹⁰⁰)	cm ² /sec	22.50	Manufacturer's Literature
	FS		1	Assumed since failure is visible
	t _{dsg}	mm	3.81	
		inches	0.150	
	CALCULATIONS:			
	RF _{cr}		1.000	
	Θ_{LTIS}	cm²/sec	18.75	(Eqn 1)
	⊖ _{dsg}	cm ² /sec	18.75	(Eqn 2)
	⊖usy	ft ³ /hr/ft	72.66	

Summary of Values

Θ_{dsg}	ft ³ /hr/ft	72.66	
R	in/hr	3.200	Zone 1: 10 yr 1-hr storm (FDOT IDF Curve)
ĸ	ft/hr	0.267	
α	degrees	21.801	
i		0.400	

Calculate the Critical Length where seepage is maintained within the geocomposite. $L_{CR} = 117.4 \text{ ft}$ (Eqn 3)

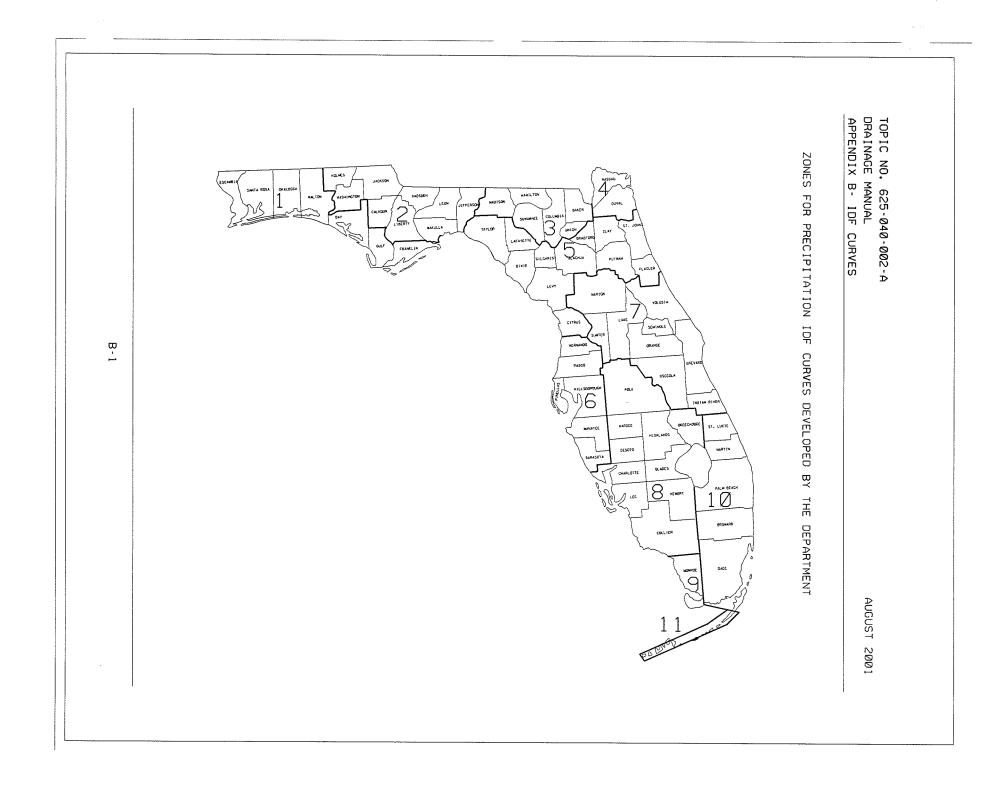
For the proposed 2.5:1 slope, the differential elevation is equal to 47.0 ft

IV. REFERENCES

1. Giroud, J.P., Zornberg, J.G., and Zhao, A., 2000, "Hydraulic Design of Geosynthetic and Granular Liquid Collection Layers," Geosynthetics International, Vol. 7, Nos. 4-6, pp. 285-380.

2. Geosynthetic Institute, 2001, GRI Standard GC 8, Geosynthetic Research Institute, Folsom, PA.

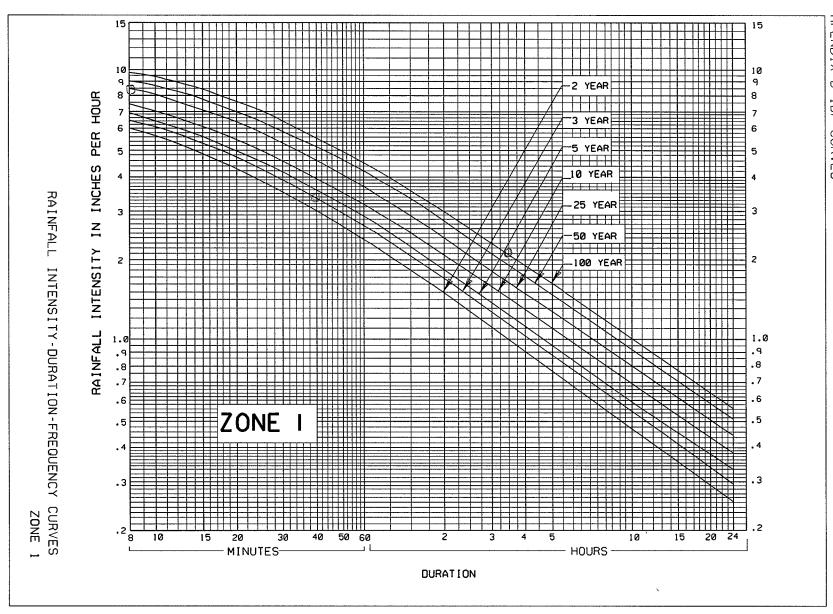
ATTACHMENT 6d: FDOT IDF CURVE



TOPIC NO. 625-040-002-DRAINAGE MANUAL APENDIX B-IDF CURVES

 \square

AUGUST 2001



B-2

210 00 1 12

ATTACHMENT 7

WEATHERING AND RETAINED TENSILE STRENGTH

MEMORANDUM



TO:Project FileFROM:G. ReinhartDATE:November 11, 2010SUBJECT:Attachment 7: Escambia County Saufley Field C&DD Landfill Closure
Evaluation – Closure Turf Weathering and Retained Tensile Strength

<u>PURPOSE</u>

This memo has been prepared to evaluate the resistance to weathering degradation of the artificial turf grass used in the AGRU Closure Turf product proposed for use at the Saufley Field C&DD Landfill in Escambia County, Florida.

INTRODUCTION

In estimating the service life of an artificial grass surface, weathering—either actual or artificial—followed by tensile testing are recommended in accordance with standard turf grass industry practices. The manufacturer has provided tensile testing data on the polyethylene artificial turf blades weathered under actual field conditions by Atlas Material Testing Technology LLC (Atlas). The SGI Testing Services LLC (SGI) report *Final Report Retained Tensile Strength Control and Weathered Samples Closure Turf* is included as Attachment 7A. A summary of the Atlas weathering procedure is included as Appendix B to the SGI Report in Attachment 7A. Additionally, a summary of testing on standard industry polyethylene turf blades is provided in Attachment 7B.

METHODOLOGY AND RESULTS

Closure Turf samples were weathered under actual field conditions in the Arizona Desert for 5 and 7 years. A review of the Atlas weathering procedure indicates that the samples were weathered in accordance with ASTM G147 (2002) and ASTM G7 (2005), which are the appropriate standards for natural weathering.

According to the SGI report, tensile testing was performed on 2-inch exposed portions of the artificial turf blades. The results indicate that the Closure Turf Blades maintain 89.7% and 84% of their original tensile strength at 5 and 7 years, respectively, compared to control unweathered samples. SGI extrapolated the data to 30 years and estimated a retained tensile strength of 58.7%. Based on the extrapolated results, tensile strengths of 12 pounds per blade can be expected after 30 years of weathering.

Accelerated 20-year solar radiation testing of polyethylene turf blades used in the artificial turf industry is provided in Attachment 7B. UV resistance testing according to ISO 4892-2 for

20,000 hours indicated a reduction in the tensile strength of less than 10%. The exposure period of 20,000 hours is equivalent to 20 years of exposure under average European climatic conditions.

CONCLUSION

The data presented supports the manufacturer's contention that the turf blades can withstand exposure for significant periods. Based on the testing methodology and results presented by SGI, acceptable field performance over an estimated 30-year life can be reasonably concluded. Extrapolated blade tensile strengths of 12 pounds per blade exceeds the manufacturer's requirement of 3 to 4 pounds minimum per blade to resist equipment and water runoff forces.

Additional industry data on artificial solar radiation exposure indicates excellent long-term performance. Although European climatic conditions are less intense than the proposed Saufley Field location, the data generally indicate excellent field performance for modern turf grass polyethylene resin.

ATTACHMENT 7a: CLOSURE TURF RETAINED TENSILE STRENGTH





A Geor gia Limit ed Liabil it y Company

20 July 2009

Mr. Jose Urrutia Closure Turf LLC 3005 Breckinridge Blvd., Suite 240 Duluth, Georgia 30096

Subject: Final Report Retained Tensile Strength Control and Weathered Samples ClosureTurfTM

Dear Mr. Urrutia,

SGI Testing Services, LLC (SGI) is pleased to present the enclosed report on the tensile strength testing performed for Closure Turf LLC. The testing program was conducted in accordance with the test procedures and conditions specified by Mr. Jose Urrutia of Closure Turf LLC. All of the tensile tests were conducted at SGI located in Norcross, Georgia.

SGI appreciates the opportunity to provide laboratory testing services to Closure Turf LLC. Should you have any questions regarding the enclosed report, please do not hesitate to contact the undersigned.

Sincerely,

Eding Ipra

Zehong Yuan, Ph.D., P.E. Laboratory Manager

Enclosure

SGI7011.LTR.09.01

Mail To: SGI Testing Services, LLC

P.O. Box 2427 Lil bur n, Geor gia 30048-2427

Web Site: www.interactionspecialists.com

Facil it y Location

4405 Inter national Boulevard Suite B-117 Nor cross, Georgia 30093

Phone:770.931.8222 Fax:770.931.8240

Prepared for:

Closure Turf LLC 3005 Breckinridge Blvd., Suite 240 Duluth, Georgia 30096

FINAL REPORT

RETAINED TENSILE STRENGTH CONTROL AND WEATHERED SAMPLES CLOSURE TURFTM

Prepared by:



4405 International Blvd., Suite B-117 Norcross, GA 30093

Project Number SGI7011

15 July 2009

CAVEAT

The reported results apply only to the materials and test conditions used in the laboratory testing program. The results do not necessarily apply to other materials or test conditions. The test results should not be used in engineering analysis unless the test conditions model the anticipated field conditions. The testing was performed in accordance with general engineering testing standards and requirements. This testing report is submitted for the exclusive use of the client to whom it is addressed.

1. INTRODUCTION

SGI Testing Services, LLC (SGI) conducted a laboratory testing program to evaluate the tensile strength of artificial grass (i.e., green fibrillated polyethylene yarns) obtained from the control and weathered ClosureTurfTM. The testing program was conducted in accordance with the test procedures and conditions specified by Mr. Jose Urrutia of Closure Turf LLC. All of the tensile tests were conducted at SGI located in Norcross, Georgia.

2. TEST MATERIALS

The ClosureTurfTM used in this testing program consists of two components: (i) a base geotextile and (ii) artificial grass (i.e., green fibrillated polyethylene yarns). The artificial grass is anchored in the base geotextile and is approximately 2 in (50 mm) tall from the top of base geotextile.

Three samples of ClosureTurfTM were provided by Closure Turf LLC. The three samples are shown in Figure A-1 in Appendix A and described below:

- Control sample.
- Weathered Sample No. 1: the sample was weathered for 5 years by Atlas Material Testing Technology LLC in Arizona desert (New River, Arizona) in accordance with ASTM G 147 and G 7.
- Weathered Sample No. 2: the sample was weathered for 7 years by Atlas Material Testing Technology LLC in Arizona desert (New River, Arizona) in accordance with ASTM G 147 and G 7.

Details of weathering testing on weathered samples 1 and 2 were reported by Atlas Material Testing Technology LLC and are presented in Appendix B.

3. TEST EQUIPMENT

Tensile tests on the artificial grass were conducted using SGI's Instron 4206 tensile and compression machine.

4. TEST PROCEDURES

For each tensile test, the test was set up in accordance with the following procedures and tested under the specific conditions as described below:

- An artificial grass specimen (i.e., green fibrillated polyethylene yarn) was trimmed from a ClosureTurfTM sample. The artificial grass specimen used in this testing program was the portion of green fibrillated polyethylene yarn above the base geotextile, approximately 2 in. long;
- Inserted each end of the 2 in. long artificial grass specimen into the upper and lower grip and adjusted the length within the grips so that the gage length was approximately 0.5 in. Applied proper pressure to clamp each end of the 2 in. long artificial grass specimen;
- Applied tensile load to the artificial grass specimen at a constant rate of 2 in. per min; and
- Continued loading continued until the artificial grass specimen ruptured.

5. TEST RESULTS

For each ClosureTurfTM sample, 20 tensile tests were conducted on the artificial grass. The average tensile strengths of the artificial grass from each ClosureTurfTM sample are summarized in Tables 1 and 2 in Appendix C.

The tensile strengths of the artificial grass from the two weathered ClosureTurfTM samples were compared to that from the control ClosureTurfTM sample

SGI7011.REPORT.09.01

09.07.15

©2009 SGI Testing Services

to evaluate the retained strength. The retained strength is defined as the ratio of the tensile strength of a weathered sample to that of the control sample. The retained strengths of the artificial grass from the two weathered ClosureTurfTM samples are 89.7% after the five years of weathering and 83.8% after the seven years of weathering.

6. RETAINED TENSILE STRENGTH AT 30 YEARS

The retained strengths of ClosureTurfTM samples 1 and 2 are 89.7% and 83.8%, respectively. The two retained strengths were plotted against weathering time as shown in Figure D-1 in Appendix D. A straight line was drawn thru the two data points in the retained strength versus logarithm time coordinate system. The straight line is described by the following equation:

$$Y = -17.5 Ln(X) + 277.1$$

where:

Y = retained strength (%); and

X = time in hours.

Based on the above equation, the projected retained strength at 30 years is 58.7% by the extrapolation.

It should be noted there exists an unknown degree of uncertainty in estimating the value of any variables outside the range of actual test data. Caution should be exercised in using the projected retained strength of 58.7% at 30 years to evaluate the service life of ClosureTurfTM.

7. CLOSURE

The reported test results apply only to the materials and test conditions used in the laboratory testing program. The test results do not necessarily apply to other materials or test conditions. The test results should not be used in engineering analysis unless the test conditions model the anticipated field conditions. The testing was performed in accordance with general engineering testing standards and requirements. This testing report is submitted for the exclusive use of Closure Turf LLC.

APPENDIX A

PHOTOS OF CONTROL AND WEATHERED ARTIFICIAL GRASS SAMPLES



Figure A-1. Control and weathered samples of artificial grass

APPENDIX B

WEATHERING TEST REPORTS ATLAS MATERIAL TESTING TECHNOLOGY



DSET LABORATORIES

A Division of Atlas Material Testing Technology LLC 45601 North 47th Avenue Phoenix, Arizona 85087-7042 USA Phone (623) 465-7356 Toll Free (800) 255-3738 Fax (623) 465-9409 www.atlaswsg.com

December 12, 2006

Mr. Mike Green POLYLOOM CORPORATION OF AMERICA 1131 Broadway Street Dayton TN 37321

Report Interval: 60 months

Ref.: Test No. AS14984 PO No.: No Ref.

Dear Mr. Green:

The following materials are being returned to you.

Numbers: 1 Regular Sample PE88-5

Radiant exposure: 41,063 MJ/m²; 981,437 Langleys 1,635 MJ/m² (295-385 nm) 147 - 02 ASTM G Test Method: 7 - 05 ASTM G DIRECT 45 DEG SOUTH, PLYWOOD BACKING Type of test: Exposed in New River, Arizona Location: Exposure Period: December 12, 2001 to December 12, 2006 72 months Next return: Number remaining: 10 Regular Samples

Observations, Deviations, Waivers and Others:

No Observations, Deviations or Waivers

Notes contained in relevant documents are an integral part of a test, and shall be included by the client in discussions, correspondence, and presentation of test results to a third party.

NOTES:

1. This Return Letter (Exposure Report) represents only one





Mr. Mike Green POLYLOOM CORPORATION OF AMERICA

December 12, 2006

Ref.: Test No. AS14984 PO No.: No Ref.

> part of the test documentation. Interim specimen returns may have been made, and other test documentation may have been submitted prior to this date. Specimens returned for any reason before completion of a specified exposure period may generate documentation not covered in the original Test Acknowledgement. Unless this return concludes the test, the number of specimens and relevant documentation submitted to the client subsequent to this Return Letter (Exposure Report), will deviate from the initial test, and shall be so recognized by the client.

 Return Letters (Exposure Reports), and/or other pertinent test documentation shall not be reproduced, except in full, without the written approval of AWSG.

Reference should be made to our test number in all correspondence. Please do not hesitate to contact us if there are any questions regarding this test.

Sincerely,

mar Sind

Jaynae Brust Group Leader Static Weathering

ATLAS MATERIAL TESTING TECHNOLOGY

ATLAS MATERIAL TESTING TECHNOLOGY GmbH

Page 2 of 2

SOUTH FLORIDA TEST SERVICE DSET LABORATORIES



DSET LABORATORIES 45601 NORTH 47TH AVENUE PHOENIX, AZ 85087-7042 (623) 465-7356 FAX (623) 465-9409

SHIPPING LETTER RETURN INTERVAL @ 84 Months

December 12, 2008

Mr. Mike Green TenCate Grass North America 1131 Broadway Street Dayton, TN 37321

Client Reference: Client Code: POCA

Dear Mr. Green:

The following materials are being returned to you.

Test Number:	AS14984	
Test Type: Test Location: Specimens Returned:	DESERT WEATHERING New River, Arizona 1	
Test Method:	ASTM G147 - 2002 ASTM G7 - 2005	
NUMBERS:		
1 REGULAR SAMPLE PE88-7		
Exposure Type: Radiant Energy:	DIRECT 45 DEG SOUTH, PLYWOOD BACKING 57,716 MJ/m ² (Total); 1,379,446 Langleys UV: 2,352 MJ/m ² (295-385 nm) 12/12/2001 to 12/12/2008	
Exposure Period:		
Next Return:	96 Months	

Next Return: Number Remaining: 96 Months 8 REGULAR SAMPLES

Observations, Deviations and Walvers

None.

NOTES:

Notes contained in relevant documents are an integral part of a test, and shall be included by the client in discussions, correspondence, and presentation of test results to a third party.



ISO/IEC 17025 TESTING CERT #717.01

Page 1 of 2



Test Number: AS14984 December 12, 2008

1. This Return Letter (Exposure Report) represents only one part of the test documentation. Interim specimen returns may have been made, and other test documentation may have been submitted prior to this date. Specimens returned for any reason before completion of a specified exposure period may generate documentation not covered in the original Test Acknowledgement. Unless this return concludes the test, the number of specimens and relevant documentation submitted to the client subsequent to this Return Letter (Exposure Report), will deviate from the initial test, and shall be so recognized by the client.

2. Return Letters (Exposure Reports), and/or other pertinent test documentation shall not be reproduced, except in full, without the written approval of AWSG.

Reference should be made to our test number in all correspondence. Please do not hesitate to contact us if there are any questions regarding this test.

Sincerely,

Varge Hranski

✓ Jaynae Brust Group Leader Static Weathering



ISO/IEC 17025 TESTING CERT #717.01

Page 2 of 2

APPENDIX C

TENSILE TEST RESULTS AND RETAINED STRENGTH

TABLE 1CLOSURE TURF LLC -LANDFILL COVER SYSTEMWEATHERING TESTING (ASTM G 145 and ASTM G 7)

Artificial Grass (Green Fibrillated Yarn)

from Control ClosureTurffTM Sample and Weathered ClosureTurffTM Sample #1 SGI Sample ID No. S14477 and S14476

Test No	Tensile Strength of Control Sample Top Portion (2") of Artificial Grass	Tensile Strength of Weathered Sample Top Portion (2") of Artificial Grass Desert Weathering, New River, Arizona Direct 45 Deg South, Plywood Backing Exposed for 5 Years	Tensile Strength Retained
	(lb)	(lb)	(%)
1	19.5	17.4	
2	21.8	20.0	
3	20.6	15.7	
4	20.4	18.2	
5	21.0	21.5	
6	19.6	16.9	
7	20.8	16.6	
8	18.6	15.9	
9	18.3	19.6	
10	19.3	20.0	
11	19.0	18.0	
12	20.8	18.6	
13	21.1	17.3	
14	21.2	18.9	
15	20.5	20.0	
16	20.6	16.8	
17	21.1	18.1	
18	20.3	16.3	
19	20.1	18.8	
20	20.3	18.6	
Mean:	20.2	18.2	89.7
STD	0.9	1.6	NA

NOTES:

STD: standard deviation NA: not applicable Gage Length: 0.5 in. Displacement Rate: 2 in./min Each test specimen was the top portion (above base geotextile) of artificial grass.



TABLE 2CLOSURE TURF LLC -LANDFILL COVER SYSTEMWEATHERING TESTING (ASTM G 145 and ASTM G 7)

Artificial Grass (Green Fibrillated Yarn)

from Control ClosureTurffTM Sample and Weathered ClosureTurffTM Sample #2 SGI Sample ID No. S14477 and S14453

Test	Tensile Strength of Control Sample	Tensile Strength of Weathered Sample	Tensile Strength Retained
No	Top Portion (2") of Artificial Grass	Top Portion (2") of Artificial Grass	_
		Desert Weathering, New River, Arizona	
		Direct 45 Deg South, Plywood Backing	
		Exposed for 7 Years	
	(lb)	(lb)	(%)
1	19.5	15.9	
2	21.8	16.1	
3	20.6	18.2	
4	20.4	19.2	
5	21.0	16.0	
6	19.6	18.2	
7	20.8	15.5	
8	18.6	16.7	
9	18.3	16.6	
10	19.3	16.3	
11	19.0	17.5	
12	20.8	16.9	
13	21.1	17.6	
14	21.2	18.5	
15	20.5	16.2	
16	20.6	17.8	
17	21.1	17.4	
18	20.3	16.9	
19	20.1	16.0	
20	20.3	15.5	
Mean:	20.2	17.0	83.8
STD	0.9	1.1	NA

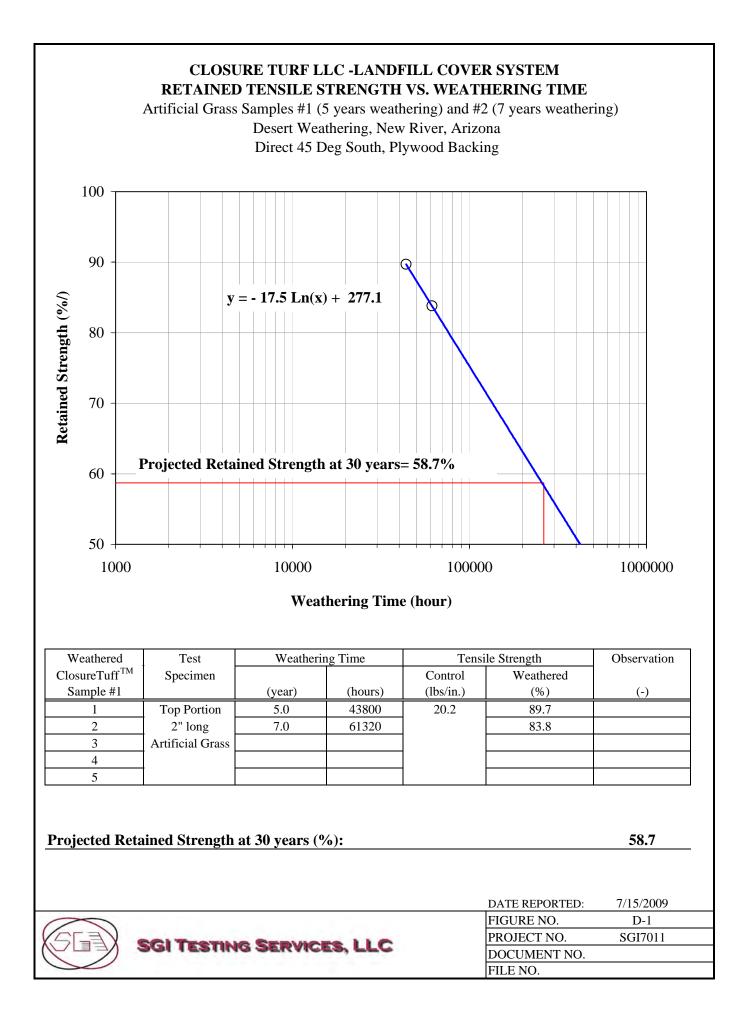
NOTES:

STD: standard deviationNA: not applicableGage Length: 0.5 in.Displacement Rate: 2 in./minEach weathered artificial grass specimen was the top portion (above base geotextile) of artificial grass.



APPENDIX D

RETAINED STRENGTH AT 30 YEARS BY EXTRAPOLATION



ATTACHMENT 7b: ACCELERATED WEATHERING

Atlas Weather-Ometer® Artificial Grass Yarns – Improving Sports Performance

Background Artificial Grass, also known as artificial or synthetic turf, is a grass-like, man-made surface manufactured from synthetic materials. It is most often used in sports arenas where sport games were originally or normally played on grass. However, it is now being used for residential lawns and commercial applications, as well.

Artificial Grass first came to prominence in 1965, when Astro Turf[®] was installed in the newly-built Astrodome in Houston, Texas. After the installation of artificial surfaces in the 1980s in some football (soccer) clubs in Europe, artificial turf gained a bad reputation on both sides of the Atlantic with fans and especially with players. It became known as an unforgiving playing surface causing more injuries to players. Therefore, because the surfaces were much harder than grass, and aesthetically unappealing to many fans, the artificial surfaces were removed from many arenas and stadiums. In general, artificial grass was accepted for certain sports such as tennis and field hockey.

In 1997, new generation fields were installed in the US by Fieldturf who invented the system and used Bonar yarns to meet their system requirements. In the early 21st century, new artificial playing surfaces using sand and/or rubber infill were developed. This new generation of artificial turf is becoming more and more popular and the market has grown at double-digit rates.



Requirements Artificial weathering is essential to estimate the service lifetime required for artificial grass surfaces. The current standard for UV stability requirements is set so that yarns may not exceed 50% reduction in tensile strength after 6000 hours testing in a xenon-arc weathering instrument. Tests were performed in an Atlas Ci4000 Weather-Ometer[®] for a minimum of 6000 hours according to ISO 4892-2, subjecting the samples to a continuous light cycle of 0.50 W/m² at 340 nm and a Black Standard Temperature of 65° C including a spray cycle (102:18). The selected filter combination was "Type S Boro" for the inner and outer filter. This so called "Daylight Filter System" is the most common combination for weathering tests providing a perfect match to global solar radiation.



Virtually indistinguishable from grass when viewed from any distance, it is generally regarded as safe to play on as a typical grass surface:

- Artificial grass surfaces should last longer than natural turf and their durability makes them more suitable for multi use stadia.
- Artificial grass can be a better solution when the environment is particularly hostile to natural grass, such as an arid environment or one where there is little natural light.

Basically, three base materials are used to design artificial grass yarns:

- Polyamide (PA)
- Polypropylene (PP)
- Polyethylene (PE)

Polypropylene has shown the best performance for these important physical properties:

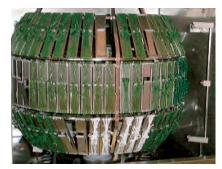
- Resilience
- Abrasion
- Post fibrillation



Laboratory Accelerated Weathering Ensuring that the grass stays green is key to customer's satisfaction, so substantial emphasis was placed on testing the products' resistance to the effects of UV rays, using the Ci4000 Weather-Ometer®.



The Ci4000 represents a significant advancement in applying digital and optical technologies in a laboratory weathering instrument.



Ci4000 Weather-Ometer®

Conclusion The market share for artificial turf in stadiums is increasing in many markets. Games on articifial turf are becoming widely accepted by FIFA and UEFA. Worldwide there are approximately 300000 soccer clubs with more than 1 million soccer fields.

The main yarn producers are performing Weather-Ometer tests for their yarns. Unmatched repeatability and reproducibility, a reliable replication of full spectrum sunlight and the user-friendly operation are the main features for this accelerated weathering instrument, being capable of meeting global test specifications. However, other test methods (e.g. in a SUNTEST XXL+ or fluorescent tests in a UV2000) for synthetic turf may be used.



Seahawks Stadium, Seattle



Atlas Weather-Ometer®

0 10 20 30 40 50 60 70 80 90 10 Reduction of tensile strength (%)

The graph shows the excellent UV performance of the polypropy lene yarns. The yarns were tested up to 20 000 hours; yet, still show a reduction in tensile strength of less than 30% making them extremely suitable for long life outdoor applications. The radiant energy, accumulated during 20 000 hours of testing corresponds to a period of 20 years of solar radiation energy in average European climatic conditions.

This case study is based on the following publication: "Bonar Yarns & Fabrics" by Bonar Yarns & Fabrics Ltd, St Salvador Street, Dundee DD3 7EU, UK.



www.atlas-mts.com

Ms.Dawn Templin, PE November 15, 2010 Page 7

If you have any questions or need clarification regarding the enclosed information, please contact me at (352) 377-5821.

Sincerely,

Mark D. Hadlock, PE Senior Engineer Florida PE No. 56871

W:\05050\042011000\2010-11-15-LTR-Templin-FDEP-AltProcedures_MHadlock.doc

Attachments:

Attachment I – Survey Attachment 2 – Cover Veneer Slope Stability Attachment 3 – Landfill Gas Uplift Slope Stability Attachment 4 – Soil Erosion Analysis Attachment 5 – Wind Uplift Attachment 6 – Transmissivity and Hydraulic Performance Attachment 7 – Weathering and Retained Tensile Strength

xc: Sandra P. Jennings, PE, Escambia County Bureau Chief Ron Hixson, Escambia County Judy DeVita, Jones Edmunds

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-20. <u>Approval of Various Consent Agenda Items</u> Continued
 - 11. Approving, and authorizing the County Administrator to execute, a Purchase Order, in the amount of \$1,607,424, to Agru America, Inc., for the owner-direct purchase of the closure turf material for Contract PD 10-11.082, "Saufley Field Landfill Closure and Stormwater Improvement Project"; Contract PD 10-11.082 for the "Saufley Field Landfill Closure and Stormwater Improvement Project" was awarded to Panhandle Grading & Paving, Inc., on December 8, 2011, for a total of \$5,996,026, and Purchase Order #120860 was issued on December 16, 2011; Change Order #1 to Purchase Order #120860 to Panhandle Grading & Paving, Inc., completed on January 31, 2012, reduced the Purchase Order for the amount of the closure turf material to be purchased directly by the County, providing for a significant savings to the County (Funding Source: Fund 401, "Solid Waste," Cost Center 230316, Object Code 56301).
 - 12. Ratifying the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3720 North Pace Boulevard:
 - A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Gulf Coast Audio Visual Producers, Inc., owner of commercial property located at 3720 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Palafox Tax Increment Financing, Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc., 2008 and 2009 Community Development Block Grant, Fund 129, Cost Centers 220563 and 220410, Object Code 58301, for resurfacing and restriping the parking lot; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.



Closure

Saufley Landfill Closure

Pensacola, FL Landfill Closure

Project Number: 120228244

Project Name:

Location: Application:

QUOTATION-Revised 3/28/12

Pat Johnson Escambia County 221 Palafox Place Pensacola FL 32502

ptjohnson@co.escambia.fl.us			Bid Date: Terms:	February 28, 2012 TBD			
PRODUCT	DUANTITY (SF	ROLL SIZE	F.O.B.	UNIT PRICE (/SF		TOTAL PRICE	WARRANTY
ClosureTurf	1,104,000 160 rolls	23 x 300	Pensacola 0.0000	1.4560 1.4560	\$ S	4 207 404 60	30 year Long-Term Service Agreement
	1		Miles to Job Site from SC	1			(attached)
			Number of Trucks Est. Cost Per Truck Est. Freight Cost	14	5 5	-	
			Material Cost Project Cost		5	1,607,424.00	

Note: Prices are valid for-15 days from date of qualation. Freight prices are estimates only. Customers will be charged actual freight costs at time of shipping. See Note below:

Exceptions/Clarifications and Special Requirements: The product quoted is Closure Turf Patent, No. 7682105

For tax exempt purchases please forward a tax exempt certificate.

Comments:

- Uniess atterwise specified, Agru America standard material specification values and testing well apply for this ductation and the Customer agrees that Agru America standard values will be acceptable according to this quote.
- Age: America Standard Warranty shall apply.
- Agru America General Terms and Conditions will apply.
- If the material quantity changes from the above square footage, a revised quotation must be issued.
- Ages America reserves the right to pass along any ventilable reain increases from the reain supplier up to time of material shipment.
- Shipping dates are estimates only and Agru America will not be held liable for any delays due to shipping.
- Any costs associated with third party testing will be the responsibility of the customer.
- Interest will accrue on unpaid balances at 1 1/4% per month and Purchaser is responsible for collection costs and altorney fees.

Customer Acknowledgment

P. O. No.:

Date:

Please return to: Anne Steacy Fax: 843-527-2738

Your material supplier - not your competition!

Note: This acknowledgment and acceptance includes the conditions of the 30-year Long-Term Service Agreement (attached) and the changes shown. This acceptance also depends on the agreed to cost for 30years of sand replacement and the 10-year financial mechanism for full replacement of the cover system meeting FDEP requirements in accordance with the 30-year Long-Term Service Agreement. These costs shall be provided to Escambia County for review within the next 45 days.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3159	County Administrator's Report 10. 17.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Property Exchange with International Paper Company
From:	Patrick T. Johnson
Organization:	Solid Waste
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning a Property Exchange with International Paper Company - Patrick <u>T. Johnson, Solid Waste Management Department Director</u>

That the Board take the following action concerning a property exchange with International Paper Company:

A. Adopt the Resolution authorizing the exchange of easements with International Paper Company; and

B. Authorize the Chairman to execute the Resolution, Contract for Exchange of Easements, Easement, and all other documents necessary to complete the transaction.

The County and International Paper Company have agreed to convey an easement over their property in exchange for an easement over the other's property. It is in the best interest of the citizens of Escambia County to authorize and approve the proposed exchange under the terms and conditions set forth in the contract.

The County desires the conveyance of a 100-foot ingress/egress and utility easement, owned by International Paper, in exchange for conveyance of a 50-foot wide ingress and egress easement over the south 50-feet of a portion of property owned by Escambia County. Both parties agree that the value of each easement is \$4,625.59, and that it is in the best interest of both parties to convey the property to the other.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 54901 - Each party will pay the documentary stamp tax and recording costs associated with the easement it receives from the other. Each party shall be responsible for its own attorneys' fees. The party owning the property shall be responsible for costs associated with removing any defects and encumbrances on its title which such party elects to remove.]

BACKGROUND:

The County and International Paper Company have agreed to convey an easement over their property in exchange for an easement over the other's property. It is in the best interest of the citizens of Escambia County to authorize and approve the proposed exchange under the terms and conditions set forth in the attached contract.

The County desires the conveyance of a 100 foot Ingress/Egress and Utility Easement, owned by International Paper, in exchange for conveyance of a 50-foot wide Ingress and Egress easement over the South 50-feet of a portion of property owned by Escambia County. Both parties agree that the value of each easement is \$4,625.59 and that it is in the best interest of both parties to convey the property to the other.

BUDGETARY IMPACT:

Funding for this project is available in Fund 401, Solid Waste, Cost Center 230304, Object Code 54901. Each party will pay the documentary stamp tax and recording costs associated with the easement it receives from the other. Each party shall be responsible for its own attorneys' fees. The party owning the property shall be responsible for costs associated with removing any defects and encumbrances on its title which such party elects to remove.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's attorney shall prepare and furnish all documents for closing including, but not limited to, the access easements, settlement statement, and public disclosure of interest form required by Section 286.23, Florida Statutes.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

The exchange is consistent with the requirements of Section 125.37, Florida Statutes.

IMPLEMENTATION/COORDINATION:

The Notice of Intent to Exchange County Property has been duly advertised in the Pensacola News Journal, per the requirement of Section 125.37, Florida Statutes, prior to the date of this meeting.

Attachments

<u>IP Easement Resolution</u> <u>Contract for Exchange of Easements</u>

RESOLUTION R2012-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE EXCHANGE OF EASEMENTS WITH INTERNATIONAL PAPER COMPANY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) desires an easement over a portion of property owned by International Paper Company, more particularly described as follows:

A 100 FOOT INGRESS/EGRESS & UTILITY EASEMENT, 50 FOOT EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF GOVERNMENT LOT 6, SECTION 28, THE THOMAS ENGLISH GRANT, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AS SHOWN ON THE PLAT RECORDED IN DEED BOOK 29 AT PAGE 139 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED NORTH 08°57'05" EAST ALONG THE EAST LINE OF GOVERNMENT LOT 6 & GOVERNMENT LOT 3 FOR A DISTANCE OF 449.86 FEET; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 83°34'42" EAST FOR A DISTANCE OF 40.00 FEET; THENCE PROCEED SOUTH 07°17'04" WEST FOR A DISTANCE OF 1429.71 FEET FOR THE POINT OF BEGINNING OF A 100 FOOT INGRESS AND EGRESS EASEMENT; THENCE PROCEED SOUTH 30°38'36" EAST FOR A DISTANCE OF 237.77 FEET; THENCE PROCEED SOUTH 82°52'42" EAST FOR A DISTANCE OF 614.42 FEET FOR THE END OF CENTERLINE DESCRIPTION.

and

WHEREAS, International Paper Company desires an easement over a portion of property owned by Escambia County, more particularly described as follows:

A 50-foot wide ingress and egress easement over the South 50-feet of the following described parcel of land,

Parcel 2

Commence at the southeast corner of Section 24, Township 1 North Range 32 West, Escambia County, Florida; thence North 01 degrees 10' 00" East along the east line of said Section 24 for a distance of 709.15 feet for the point of beginning.

Thence continue North 01 degrees 10' 00" East along the east line for a distance of 1450.91 feet; thence North 88 degrees 50' 00" West for a distance of 296.44 feet to the east right-of-way line of Beulah-Muscogee Road (State Road #S-99, 100' R/W); thence South 20 degrees 26'00" West (this course and the next two courses are along the easterly right-of-way line) for a distance of 438.09 feet to the point of curvature of a circular curve concave to the east, having a radius of 1382.69 feet and a delta angle of 33 degrees 26'00"; thence Southwesterly along the arc of said curve for an arc distance of 806.83 feet (chord distance of 795.43 feet and a chord bearing of South 03 degrees 43'00" West to the point of tangency; thence South 13 degrees 00'00" East for a distance of 250.33 feet; thence South 88 degrees 50'00" East for a distance of 415.01 feet to the point of beginning.

All lying and being in Section 24, Township 1 North, Range 32 West, Escambia County, Florida. Containing 15.07 acres, more or less.

The above Parcel 2 is recorded in Official Records Book 5211 at page 81 of the public records of Escambia County, Florida.

and

WHEREAS, the County and International Paper Company have agreed to convey an easement over their property in exchange for an easement over the other's property; and

WHEREAS, such an exchange of easements is authorized by Section 125.37, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County to authorize and approve the proposed exchange under the terms and conditions set forth herein.

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

Section 1. The above-recitals are true and correct and are incorporated herein by reference.

Section 2. The exchange of easements between the County and International Paper Company is authorized and approved in accordance with the terms of the Contract for Exchange of Easements attached to this Resolution.

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

County Commissioners.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By:___

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA Clerk of the Circuit Court

By:___

Deputy Clerk

This document approved as to form and legal sufficiency.

By Allony ert. County Title Date Aug. 29 2012

CONTRACT FOR EXCHANGE OF EASEMENTS

THIS IS A CONTRACT for the exchange of easements (Contract) between International Paper Company, a New York corporation, whose address is 6400 Poplar Avenue, Memphis, TN 38197 (IP), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

1. AGREEMENT. The parties agree that IP shall convey to the County an access and utility easement over the property described in the attached Exhibit A in exchange for an access easement from the County over the property described in the attached Exhibit B.

2. VALUE OF EASEMENTS. The parties agree that the value of each easement is \$4,625.59.

3. TIME FOR ACCEPTANCE; FACSIMILES; EFFECTIVE DATE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (Effective Date) of the Contract shall be the date when the last party signs it.

4. TITLE EVIDENCE. Neither party shall be obligated to provide the other with title insurance. Within 30 days from the Effective Date, each party may, at its own expense, examine title to the property and notify the other of objectionable defects and encumbrances. If the party owning the property is unable or unwilling to remove the defects or encumbrances prior to the closing, the other party may accept the easement and title as it stands or terminate the Contract.

5. DOCUMENTS FOR CLOSING. The County's attorney shall prepare and furnish all documents for closing including, but not limited to, the access easements, settlement statement, and public disclosure of interest form required by Section 286.23, Florida Statutes.

6. COSTS AND EXPENSES. Each party will pay the documentary stamp tax and recording costs associated with the easement it receives from the other. Each party shall be responsible for its own attorneys' fees. The party owning the property shall be responsible for costs associated with removing any defects and encumbrances on its title which such party elects to remove.

7. BROKERS. Neither party has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker in connection with this Contract or the transaction set forth herein.

IP 060612

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8. AD VALOREM TAXES AND ASSESSMENTS. IP shall be responsible for all ad valorem taxes and assessments, if any, related to any easement acquired in accordance with this Contract and with respect to its interest in the property over which it is to grant the County an easement in accordance herewith. The County is immune from ad valorem taxes and assessments and will not pay ad valorem taxes or assessments on the properties or the easements.

9. CONVEYANCE AND TRANSFER OF EASEMENT. The form of the easements shall be as shown on the attached Exhibit C.

10. CLOSING. This transaction will be closed and the easements and other closing documents delivered at the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502 within 45 days of the Effective Date.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, each party shall deliver the easement and the funds shall be disbursed in accordance with the settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If either party fails or refuses to perform the Contract and the other is not in default, the non-defaulting party may elect to terminate the Contract and pursue any legal remedies available to it. However, neither party shall have the right of specific performance.

13. ATTORNEYS' FEES; COSTS. In connection with any litigation arising out of the Contract, each party shall be responsible for its own attorneys' fees and costs.

14. SURVIVAL. The parties agree that all representations contained in the Contract and any provision of the Contract that by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the easements, and (ii) remain binding upon and for the benefit of the parties to the Contract and their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. The parties cannot assign the Contract or their rights under the Contract without the express written consent of the other.

16. INTENTIONALLY OMITTED

17. OTHER AGREEMENTS. Except as noted herein, no prior or present agreements or representations are binding upon the parties with respect to the subject matter of this Contract unless included herein. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by both parties.

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18. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

COUNTY:INTERNATIONEscambia CountyJames R. Tob221 Palafox Place, Suite 430International JPensacola, Florida 325026400 Poplar A

WITH A COPY TO: Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502

- 5

INTERNATIONAL PAPER COMPANY:

James R. Tobermann International Paper Company 6400 Poplar Avenue Tower I – 10th Floor Memphis, TN 38197

<u>WITH A COPY TO:</u> Kathleen M. Willemin, Esq. International Paper Company 6400 Poplar Avenue Tower II – 4th Floor Memphis, TN 38197

19. COUNTERPARTS. The Contract may be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

20. SURVEY. Either party may obtain a survey of the easement at its own expense.

21. GOVERNING LAW AND VENUE. The interpretation and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Contract shall be in a court of competent jurisdiction in Escambia County, Florida.

22. MISCELLANEOUS. If any term, provision, covenant, or condition of the Contract or the application to any person or circumstances is invalid or unenforceable, the remainder of the Contract shall remain valid and enforceable to the extent permitted by law. This Contract shall not be more strictly construed against the party drafting all or substantially all of its provisions.

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Wilson B. Robertson, Chairman

Deputy Clerk

ġ,

Date:

This document approved as to form and legal sufficiency.

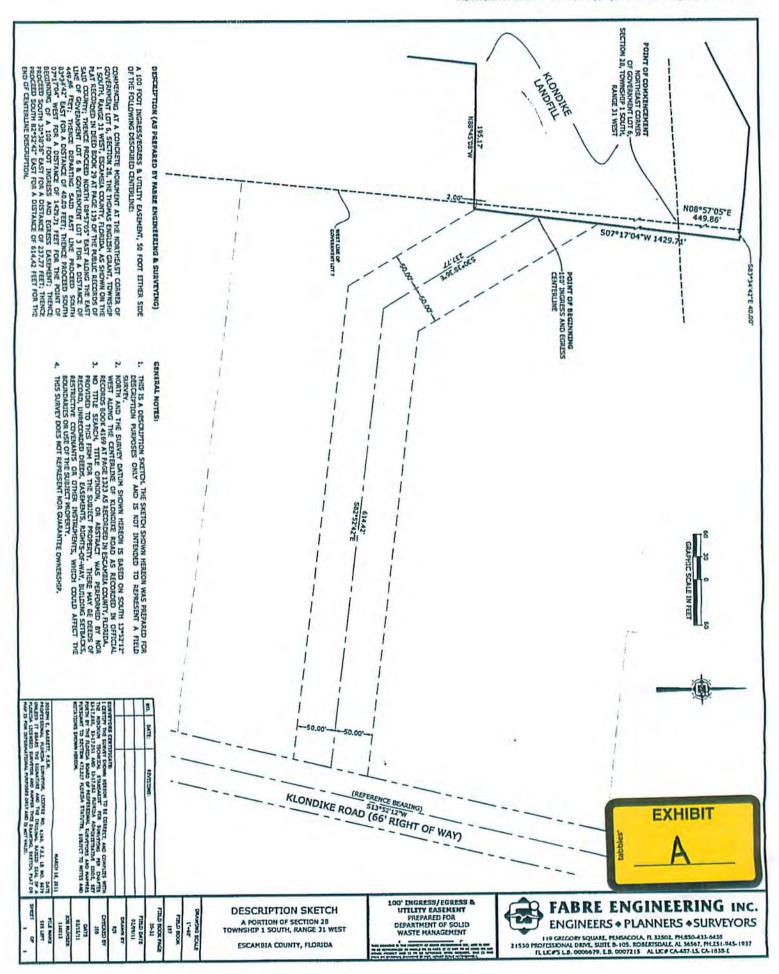
By Title Afform Date

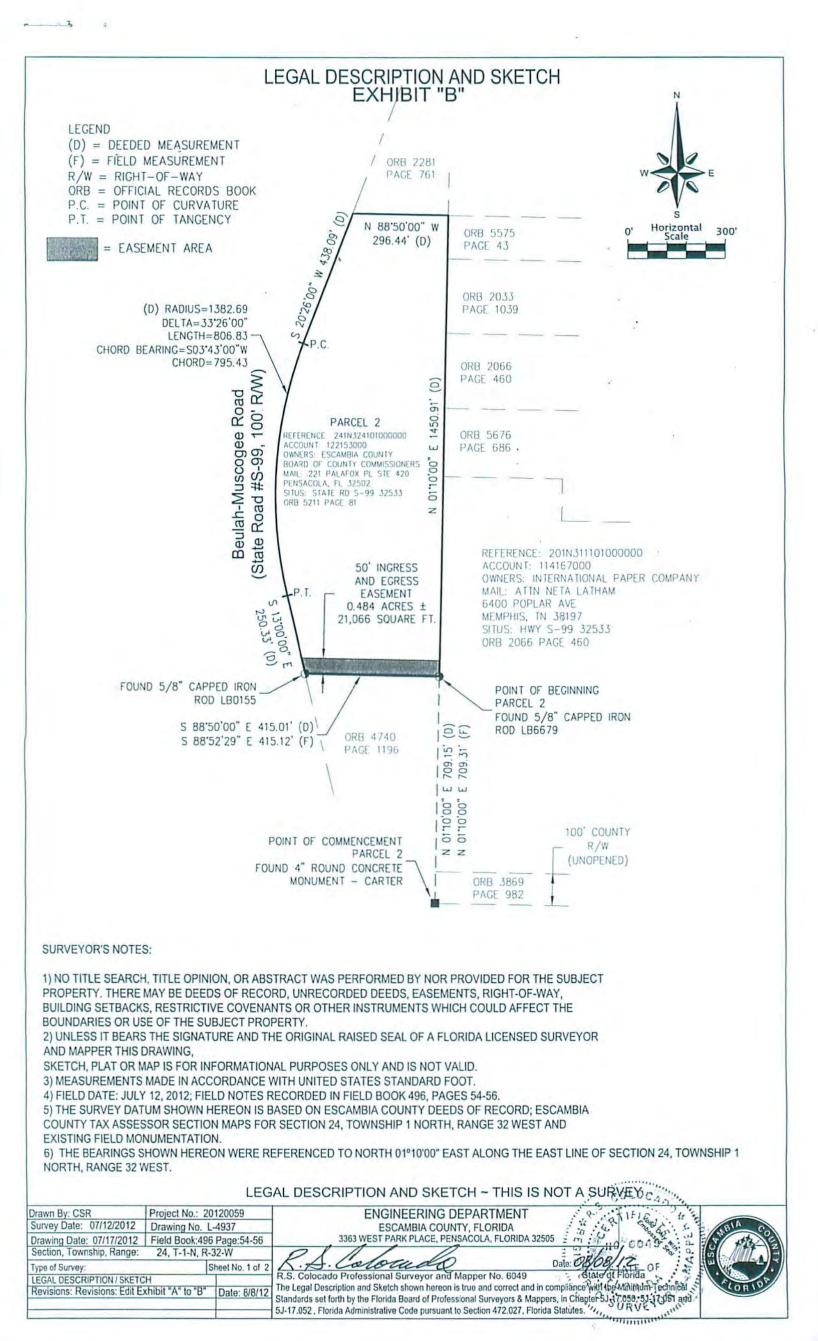
Witness Print Name Gephart Rebecca L.

Witness **Print Name**

INTERNATIONAL PAPER COMPANY

Print Name Vamien J Title Assistant Vice Date; est HUAL





LEGAL DESCRIPTION AND SKETCH EXHIBIT "B"

Legal Description 50-foot wide Ingress and Egress Easement July 16, 2012

A 50-foot wide ingress and egress easement over the South 50-feet of the following described parcel of land,

Parcel 2

1

Commence at the southeast corner of Section 24, Township 1 North Range 32 West, Escambia County, Florida; thence North 01 degrees 10' 00" East along the east line of said Section 24 for a distance of 709.15 feet for the point of beginning.

Thence continue North 01 degrees 10' 00" East along the east line for a distance of 1450.91 feet; thence North 88 degrees 50' 00" West for a distance of 296.44 feet to the east right-of-way line of Beulah-Muscogee Road (State Road #S-99, 100' R/W); thence South 20 degrees 26'00" West (this course and the next two courses are along the easterly right-of-way line) for a distance of 438.09 feet to the point of curvature of a circular curve concave to the east, having a radius of 1382.69 feet and a delta angle of 33 degrees 26'00"; thence Southwesterly along the arc of said curve for an arc distance of 806.83 feet (chord distance of 795.43 feet and a chord bearing of South 03 degrees 43'00" West to the point of tangency; thence South 13 degrees 00'00" East for a distance of 250.33 feet; thence South 88 degrees 50'00" East for a distance of 415.01 feet to the point of beginning.

All lying and being in Section 24, Township 1 North, Range 32 West, Escambia County, Florida. Containing 15.07 acres, more or less.

The above Parcel 2 is recorded in Official Records Book 5211 at page 81 of the public records of Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: CSR Survey Date: 07/12/2012 Drawing Date: 07/17/2012	Project No.: 20120059 Drawing No. L-4937 Field Book:496 Page:54-56	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	A STATE OF
Section, Township, Range: Type of Survey:	24, T-1-N, R-32-W Sheet No. 2 of 2		
LEGAL DESCRIPTION / SKETC Revisions: Edit Exhibit "A" to		AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	CORION

This document prepared by: Stephen G. West, Assistant County Attorney 221 Palafox Place, Suite 430 Pensacola, Florida 32502 (850) 595-4970

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STATE OF FLORIDA COUNTY OF ESCAMBIA

ACCESS EASEMENT

THIS ACCESS EASEMENT is made and entered into this _____ day of ______, 2012, by and between International Paper Company, a New York corporation, whose mailing address is 6400 Poplar Avenue, Memphis, TN 38197 (Grantor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS, Grantor is the owner of land in Escambia County, Florida, located in Section 28, the Thomas English Grant, Township 1 South, Range 31 West (Grantor's Property); and

WHEREAS, Grantee desires a perpetual easement over a portion of Grantor's Property for access to Grantee's adjacent property commonly known as the Klondike Landfill and also for the purpose of installing an 8" waterline; and

WHEREAS, Grantor has agreed to grant an easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, does grant to Grantee and Grantee's successors and assigns a non-exclusive perpetual easement, as described in the attached Exhibit A (Access Easement), which is incorporated by reference, for ingress and egress over and across the Access Easement, and the right to excavate, construct and maintain at Grantee's option a paved or dirt road and associated structures in the Access Easement and for the purpose of installing, constructing and maintaining an 8" water line within such Access Easement.

Grantor agrees that Grantee may remove from the Access Easement all trees, undergrowth, and other obstructions that may interfere with the location, construction and



maintenance of the road and associated structures in the Access Easement. Notwithstanding the issuance of any permit to construct any road or associated structure in the Access Easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structures in the Access Easement that may interfere with the location, construction and maintenance of the road and associated structures. Grantee shall be responsible for all costs and expenses, and shall obtain all permits necessary, for the construction and maintenance of the road and associated structures.

This conveyance is executed and delivered by Grantor without representation or warranty, express or implied, as to the condition of the property or property interest hereby conveyed or as to its fitness, merchantability or suitability for the use or uses permitted hereby or otherwise or as to the existence, non-existence, extent or nature of defects of any kind or character therein or thereon and whether patent or latent.

It is specifically understood and agreed that Grantee shall have the full responsibility of obtaining any and all federal, state or local permits or licenses for its construction upon or use of the easement as contemplated hereby, and Grantee shall fully comply with all of the laws, rules, regulations and requirements of any federal, state or local governmental authority, agency, commission or other regulatory body insofar as any of the same may apply to the use of Grantor's lands for the purposes herein granted and particularly as such laws, rules, regulations and requirements may relate to protection of the environment, water, air and soil, both surface and subsurface, and the prevention of forest fires.

Grantee will exercise its easement rights as granted herein, in a manner that will interfere as little as possible with the normal operations of Grantor in and about its lands or in connection with Grantor's reasonable use and enjoyment thereof, and upon notice from Grantor will promptly remedy any such physical interference or structural conflict or repair or reimburse Grantor for any damages done by Grantee to Grantor's property.

Grantee shall construct, use and maintain its facilities so as to permit the normal passage of teams, trucks, tractors and other means of transportation, silviculture, logging and timber harvesting equipment that they move on, over or across the easement herein granted, or where requested, Grantee shall leave or construct a reasonable number of crossings on said easement for the conducting of such silviculture, logging and timber harvesting operations of Grantor. Additionally, any subsurface installations shall be buried to a minimum depth of 36 inches and the location be permanently marked above ground at a minimum of 50 foot intervals the entire length of such installations across the Access Easement.

The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors, grantees and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first written above.

Signed, sealed and delivered in the presence of:

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GRANTOR: INTERNATIONAL PAPER COMPANY

Witness	
Print Name	

Witness _____ Print Name _____

By:	
Print Name	
Title	

STATE OF	
COUNTY OF	

Th	e foregoing instrument was acknowledged before me this day	of,
2012, by	as	of International Paper
	who () is personally known to me, or () produced current	as
identificati	on.	

Signature of Notary Public

(SEAL)

Printed Name of Notary Public

ACCEPTANCE

THIS ACCESS EASEMENT is accepted by the Chairman of the Board of County Commissioners on this ______day of ______, 2012, as authorized by action of the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of , 2012.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

(SEAL)

Wilson B. Robertson, Chairman

Return original document to: County Engineering Department 1190 West Leonard Street Pensacola, Florida 32501

Deputy Clerk

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This document prepared by: Stephen G. West, Assistant County Attorney 221 Palafox Place, Suite 430 Pensacola, Florida 32502 (850) 595-4970

STATE OF FLORIDA COUNTY OF ESCAMBIA

ACCESS EASEMENT

THIS ACCESS EASEMENT is made and entered into this _____ day of ______, 2012, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor) and International Paper Company, a New York corporation, whose mailing address is 6400 Poplar Avenue, Memphis, TN 38197 (Grantee).

WITNESSETH

WHEREAS, Grantor is the owner of land in Escambia County, Florida, located in Section 24, Township 1 North, Range 31 West, (Grantor's Property); and

WHEREAS, Grantee desires a perpetual easement over a portion of Grantor's Property for access to Grantee's adjacent property; and

WHEREAS, Grantor has agreed to grant an easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged, does grant to Grantee and Grantee's successors and assigns a non-exclusive perpetual easement, as described in the attached Exhibit A (Access Easement), which is incorporated by reference, for ingress and egress over and across the Access Easement, and the right to excavate, construct and maintain at Grantee's option a paved or dirt road and associated structures in the Access Easement.

Grantor agrees that Grantee may remove from the Access Easement all trees, undergrowth, and other obstructions that may interfere with the location, construction and maintenance of the road and associated structures in the Access Easement. Notwithstanding the issuance of any permit to construct any road or associated structure in the Access Easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structures in the Access Easement that may interfere with the location, construction and maintenance of the road and associated structures. Grantee shall be responsible for all costs and expenses, and shall obtain all permits necessary, for the construction and maintenance of the Access Easement and the road and associated structures.

This conveyance is executed and delivered by Grantor without representation or warranty, express or implied, as to the condition of the property or property interest hereby conveyed or as to its fitness, merchantability or suitability for the use or uses permitted hereby or otherwise or as to the existence, non-existence, extent or nature of defects of any kind or character therein or thereon and whether patent or latent.

It is specifically understood and agreed that Grantee shall have the full responsibility of obtaining any and all federal, state or local permits or licenses for its construction upon or use of the easement as contemplated hereby, and Grantee shall fully comply with all of the laws, rules, regulations and requirements of any federal, state or local governmental authority, agency, commission or other regulatory body insofar as any of the same may apply to the use of Grantor's lands for the purposes herein granted and particularly as such laws, rules, regulations and requirements may relate to protection of the environment, water, air and soil, both surface and subsurface, and the prevention of forest fires.

Grantee will exercise its easement rights as granted herein, in a manner that will interfere as little as possible with the normal operations of Grantor in and about its lands or in connection with Grantor's reasonable use and enjoyment thereof, and upon notice from Grantor will promptly remedy any such physical interference or structural conflict or repair or reimburse Grantor for any damages done by Grantee to Grantor's property.

The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors, grantees and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Return original document to: International Paper Company Attn: James R. Tobermann 6400 Poplar Avenue Memphis, TN 38197 Wilson B. Robertson, Chairman



AI-3174	County Administrator's Report 10. 18.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Amend Board Action of April 17, 2012 - Issuance of Purchase Orders to NexGen Safety Solutions, LLC for the Lucity Work Order System
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Amending the Board's Action of April 17, 2012, to Issue Purchase</u> <u>Orders to NexGen Public Safety Solutions, LLC, for the Lucity Work Order System - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

That the Board amend its action of April 17, 2012, to revise the authorized amount approved for NexGen Public Safety Solutions, LLC, from \$150,000 to \$175,000, for the hardware components of the Lucity Work Order System.

Meeting in regular session on April 17, 2012, the Board approved issuance of a Purchase Order, up to \$150,000, to NexGen Public Safety Solutions, LLC, for the hardware component of the Lucity Work Order System. Actual laptop needs exceed originally expected needs, which directly relate to this increase in hardware costs.

This is the same vendor Public Safety is using to order their mobile communications devices and miscellaneous associated hardware components. Public Works is ordering from the same vendor to ensure compatibility and standardization throughout the County. The hardware component will include vehicle mounts, antennas, hot spots, Net Motion software, and semi-rugged laptops.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210401, Roads and Bridges Administration]

BACKGROUND:

Meeting in regular session on April 17, 2012, the Board approved issuance of a purchase order, up to \$150,000, to NexGen Public Safety Solutions, LLC, for the hardware component of the Lucity Work Order System. Actual laptop needs exceed originally expected needs, which directly relate to this increase in hardware costs.

This is the same vendor Public Safety is using to order their mobile communications devices and miscellaneous associated hardware components. Public Works is ordering from the same vendor to ensure compatibility and standardization throughout the County. The hardware component will include vehicle mounts, antennas, hot spots, Net Motion software, and semi-rugged laptops.

BUDGETARY IMPACT:

Funds are available in Fund 175 "Transportation Trust Fund", Account 210401 "Roads and Bridges Administration".

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Purchasing Ordinance specifies that any purchases over \$50,000 require Board Approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Action 041712

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

1-20. Approval of Various Consent Agenda Items - Continued

8. Continued...

Department:	Public Works
Division:	Infrastructure Branch/Engineering
Туре:	Addition
Amount:	\$71,627.11
Vendor:	Panhandle Grading & Paving, Inc.
Project Name:	2nd Street
Contract:	PD 10-11.057, "2nd Street Widening and Repaving/Area
	Drainage"
Purchase Order Number:	111480
Change Order Number:	1
Original Award Amount:	\$612,609.40
Cumulative Amount of Cha	nge Orders through Number 1: <u>\$ 71,627,11</u>
New Contract Total:	\$684,236.51

- 9. Approving, and authorizing the County Administrator to issue, a Purchase Order, up to \$150,000, to NexGen Public Safety Solutions, LLC, for the hardware component of the Lucity Work Order System; this is the same vendor Public Safety is using to order its mobile communications devices and miscellaneous associated hardware components; Public Works is ordering from the same vendor to ensure compatibility and standardization throughout the County; the hardware component will include vehicle mounts, antennas, hot spots, Net Motion software, and semi-rugged laptops (Funding Source: Fund 175, "Transportation Trust Fund," Account 210401, "Roads and Bridges Administration").
- 10. Approving a Budget Amendment to transfer \$443,000 into Project Management Coordination in Fund 352, "Local Option Sales Tax (LOST) III," to provide funding for Project Management Coordination in the Engineering/Infrastructure Division for the remainder of this Fiscal Year (through September 30, 2012); this recommendation will decrease the funds from Fund 175, "Transportation Trust Fund"/Fund 001, "General Fund," and increase Fund 352, "LOST III" (Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107").



AI-3189	County Administrator's Report 10. 19.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Approval to Issue FY 12 -13 Purchase Orders in Excess of \$50,000.00
From:	David Musselwhite, IT Director
Organization:	Information Technology
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning the Request for Approval to Issue Fiscal Year 2012-2013</u> <u>Purchase Orders in Excess of \$50,000 for the Information Technology Department - David</u> <u>Musselwhite, Information Technology Department Director</u>

That the Board for the Fiscal Year 2012-2013, approve the issuance of blanket and or individual Purchase Orders, in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Information Technology Department:

	Vendor/Contractor	Amount	Contract Number
A.	TESI Staffing & Employee Screening Vendor Number: 200955 Temporary Labor Services Fund: 001 Cost Center: 270110	\$80,000	PD 06-07.017
В.	AT&T Vendor Number: 022687 County Metro Ethernet Network/Managed Network VPN Service Fund: 001 Cost Center: 270103	\$275,000	BCC Approved 06/01/06, 03/26/07
C.	Dell Marketing LP Vendor Number: 040517 Hardware Purchases Fund: 001 Cost Center: 270110	\$255,000	250-000-03-1
D.	TIG/Technology Integration Group Vendor Number: 150525 Network Switches, VOIP Phones & Cisco Servers Fund: 001 Cost Center: 270103	\$70,000	

E.	Environmental Systems Research Institute Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 001 Cost Center: 270109	\$55,000	
F.	Kronos Incorporated Vendor Number: 111135 Hardware, Maintenance and Software Support Fund: 001 Cost Center: 270109	\$70,000	252-023-00-0

BACKGROUND:

The issuance of these purchase orders during the first week of October 2012 is neccessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 270103, 270109, 270110, Information Technology

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A



AI-3058	County Administrator's Report 10. 20.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Supplemental Joint Participation Agreement (JPA) Service Development Grant for Express Route
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning the Public Transportation Supplemental Joint Participation</u> <u>Agreement Number 1 Funding for a Service Development Grant for the Implementation of an</u> <u>ECAT Express Route – Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Public Transportation Supplemental Joint Participation Agreement (JPA) Number 1, Financial Project Number 43028718401, providing Fiscal Year 2012-2013 and Fiscal Year 2013-2014 Service Development Grant Funding to Escambia County Area Transit (ECAT):

A. Approve the Public Transportation Supplemental JPA Number 1, Financial Project Number 43028718401, providing for FDOT participation, in the amount of \$1,498,333, of Fiscal Year 2012-2013 and Fiscal Year 2013-2014 funding, to ECAT for the implementation of an ECAT Express Route;

B. Adopt the Resolution authorizing the application and acceptance of these funds; and

C. Authorize the Chairman to execute the Resolution, Public Transportation Supplemental JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

[Funds are budgeted in Fund 104, Mass Transit Operations]

BACKGROUND:

The JPA will provide mass transit operations funding for ECAT in FY 12/13 and FY 13/14. Funds are allocated to mass transit systems by FDOT from State Transportation Service Development Funds and must be accepted by the receiving agency.

BUDGETARY IMPACT:

This is a 50/50 grant (up to \$1,498,333 each). The funds will come from the ECAT budget and include applicable infrastructure matching funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the JPA as to form and legal sufficiency on July 26, 2012 and the Resolution on September 6, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Funds cannot be utilized until the Resolution and the JPA have been approved and executed by the Board.

IMPLEMENTATION/COORDINATION:

The Transportation & Traffic Operations Division and ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

Attachments

<u>JPA</u> <u>Resolution</u>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 1

Financial Project No.:	Fund: DDR	FLAIR Category: 088774
43028718401	Function: 680	Object Code: 750012
(Item-segment-phase-sequence)	Federal No.: DUN80-939-7102	Org. Code: 55032020329
Contract No.: AQG40	DUNS No.:	Vendor No.: F596000598007
Catalog of Federal Domestic Assistan	ce Number: Catalog of State Fin.	ancial Assistance Number: 55012

THIS AGREEMENT, made and entered in	to this day of	, `, `, `,	'
by and between the STATE OF FLORIDA DEP	ARTMENT OF TRANSPORT	ATION, an agency of the State of Florida) ,
hereinafter referred to as the Department, and	Escambia County Board of	County Commissioners	
221 Palafox Place, Pensacola, Florida 32502			
hereinafter referred to as Agency.			

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the	1st	day of	October	,2011
		-		·

entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$2,996,666.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended to continue to provide funding for the Service Development Project for implementing ECAT Express Route. Project description remains the same. 2nd year funding.

725-030-07 PUBLIC TRANSPORTATION 06/11 Page 2 of 4

2.00 Project Cost:

Paragraph 3.00 of said Agreement is in	creased by	\$2,996,666.00	
bringing the revised total cost of the project to	\$5,993,332.00		<u> </u>
Paragraph 4.00 of said Agreement is in	creased by	\$1,498,333.00	
bringing the Department's revised total cost of	the project to	\$2,996,666.00	·
3.00 Amended Exhibits:			
Exhibit(s) A & B	o	f said Agreement is amended by Attachr	nent "A".
4.00 Contract Time:			
Paragraph 18.00 of said Agreement	September 301	,2014	·

5.00 E-Verify

Vendors/Contractors:

- shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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725-030-07 PUBLIC TRANSPORTATION 06/11 Page 3 of 4

43028718401	ect No.	Financial Proje
0	AQG40	Contract No.
	ite	Agreement Da
	ite	Agreement Da

Except as hereby modified, amended or changed, all other terms of said Agreement dated October 1st ,2011 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

Escambia County Board of County Commissioners

Wilson B. Robertson SIGNATORY (PRINTED OR TYPED) See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

SIGNATURE

Chairman

TITLE

TITLE

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Deputy Clerk

This do	cument approved as to form
and leg	al sufficiency.
By:	motingual
Title:	HGA
Date:	7/210/2

725-030-07 PUBLIC TRANSPORTATION 06/11 Page 4 of 4

Financial Proje	ct No.	43028718401
Contract No.	AQG40)

Agreement Date

ATTACHMENT "A" SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between

the State of Florida, Department of Trai	nsportation and	Escambia County Board of County Commissioners
221 Palafox Place, Pensacola, Florida	32502	

dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To continue the Service Development project on ECAT Express Route. Project description remains the same. 2rd YEAR FUNDING

۱.	Project Cost:	As Approved	As Amended	Net Change
		\$2,996,666.00	\$5,993,332.00	\$2,996,666.00
	Total Project Cost	\$2,996,666.00	\$5,993,332.00	\$2,996,666.00
11.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$1,498,333.00	\$2,996,666.00	\$1,498,333.00
	Agency:	\$1,498,333.00	\$2,996,666.00	\$1,498,333.00
		\$0.00	\$0.00	\$0.00
	Total Project Cost	\$2,996,666.00	\$5,993,332.00	\$2,996,666.00

Comments:

RESOLUTION NUMBER R2012-

OF COUNTY Α RESOLUTION OF THE BOARD ESCAMBIA FLORIDA, COMMISSIONERS OF COUNTY. AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF BY THE FEDERAL TRANSIT TRANSPORTATION AND ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Supplemental Joint Participation Agreement Number 1, Financial Project Number 43028718401, providing \$1,498,333 in Service Development Grant funds for the transit operating costs associated with the implementation of an ECAT Express Route.

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

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners approve the Supplemental Joint Participation Agreement Number 1, Financial Project Number 43028718401, between the Florida Department of Transportation and Escambia County providing for Service Development Grant funds for transit operating assistance with the implementation of Express Routes and authorizes the Chairman to sign all required documents.

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

ADOPTED THIS _____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Deputy Clerk

This document/approved as to form
and legal sufficiency.
By: AMAR
Title: ACA
Date:



AI-3208	County Administrator's Report 10. 21.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Change Order to Baskerville Donovan, Inc., Contract PD 10-11.005 "Pensacola Beach Master Plan"
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	
1	

RECOMMENDATION:

<u>Recommendation Concerning a Change Order to Baskerville Donovan, Inc., on Contract PD</u> <u>10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan" - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Туре:	Addition
Amount:	\$251,611.03
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan
Contract:	PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan"
PO No.:	121158 (previous PO, 111018, had to be reissued due to a problem with Financial System)
CO No.:	5
Original Award Amount:	\$149,746.26
Cumulative Amount of Change Orders through this CO:	\$1,073,594.45
New Contract Total:	\$1,223,340.71

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301, Project #12EN2044]

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for

the Pensacola Beach Master Plan".

This Change Order is to provide engineering and surveying services to Escambia County for design of Pensacola Beach Boulevard Service Road and development of a Program Report. The service road work area is defined from the existing fishing bridge on the east side of Bob Sikes Bridge to the existing public restroom at Quietwater Beach. The service road design shall improve traffic access from the fishing bridge to the public parking areas that support Quietwater Beach. The Program Report will define the anticipated engineering costs, construction costs, time to complete, and priority for the Pensacola Beach Master Plan projects.

Change Order #1 was for additional meetings, coordination, and presentation as requested by Escambia County. This request included one-on-one meetings with the Santa Rosa Island Authority (SRIA) Board members, SRIA Steering Committee members, and Escambia County to discuss the findings and details of the engineering evaluations.

Change Order #2 was broken down into two parts. The first part of the Change Order is for final programming and design development services under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of the Change Order is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Beach Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives.

Change Order #3 was for additional public involvement, which included everything necessary to prepare for and conduct two public meetings.

Change Order #4 incorporated the Toll System Upgrade Support Services in the Contract for the Pensacola Beach Master Plan.

BACKGROUND:

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan."

This Change Order is to provide engineering and surveying services to Escambia County for design of Pensacola Beach Blvd. Service Road and development of a Program Report. The service road work area is defined from the existing fishing bridge on the east side of Bob Sikes Bridge to the existing public restroom at Quietwater Beach. The service road design shall improve traffic access from the fishing bridge to the public parking areas that support Quietwater Beach. The Program Report will define the anticipated engineering costs, construction costs, time to complete, and priority for the Pensacola Beach Master Plan projects.

Change Order #1 was for additional meetings, coordination, and presentation as requested by Escambia County. This request included one-on-one meetings with SRIA Board members, SRIA Steering Committee members and Escambia County to discuss the findings and details of the engineering evaluations.

Change Order #2 was broken down into two parts. The first part of the Change Order, is for final programming and design development services, under responsibilities outlined in Task 2 of the

Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of the Change Order is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives.

Change Order #3 was for additional public involvement, which included everything necessary to prepare for and conduct two public meetings.

Change Order #4 incorporated the Toll System Upgrade Support Services in the Contract for the Pensacola Beach Master Plan.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "Local Option Sales Tax III", Cost Center 210107/56301, Project #12EN2044.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

<u>CO5 BDI</u> <u>Fee Proposal</u> Attachments

ESCAMBIA COUNTY PD 10-11.005 STAGE II SERVICES Pensacola Beach Master Plan

SCOPE OF ENGINEERING SERVICES September 2012

GOALS AND OBJECTIVES:

The intent of this project is to provide engineering and surveying services to Escambia County for design of Pensacola Beach Blvd. Service Road and development of a Program Report. The service road work area is defined from the existing fishing bridge on the east side of Bob Sikes Bridge to the existing public restroom at Quietwater Beach. The service road design shall improve traffic access from the fishing bridge to the public parking areas that support Quietwater Beach. The Program Report will define the anticipated engineering costs, construction costs, time to complete, and priority for the Pensacola Beach Master Plan projects.

WORK SCOPE ELEMENTS:

TASK 1: Data Collection, Survey and Utilities

This task will include review of available maps and data, including existing utilities, right of way limits and adjacent parcel boundaries. A route and topographic survey will be performed. The survey will locate the right-of-way lines, lease boundary lines, existing improvements, and underground utilities identified by Sunshine One Call locate service. The identified utilities will be excavated to establish the physical location, size and depth. The topographic survey will be performed within Pensacola Beach Boulevard right-of-way between the east edge of pavement of the southbound lane and the east right of way line. The topographic survey will also include the public areas between the east right-of-way line and the waters edge of Quietwater Beach. Horizontal control will be referenced to State Plane Coordinates (NAD 83) and vertical control will be referenced to NAVD 88 datum. A base map of existing conditions will be prepared for use in concept design development.

TASK 2: Conceptual Design Alternatives

This task will include review of the surveys prepared in Task 1 and development of concepts for the service road. Preliminary layouts will be prepared to evaluate access points, vehicular turning movements, pedestrian and bicycle crossings, potential stormwater management needs, utility relocations and easement requirements. The layouts and topics of evaluation will be discussed with Escambia County before finalizing design concepts. Design concepts will be developed along with a conceptual phasing plan and preliminary cost estimate.

TASK 3: Plan Preparation and Permitting

This task consists of several subtasks including preparation of plans, utility coordination, permitting activities and coordination with Escambia County Staff.

Pensacola Beach Master Plan Stage II Services Page 2 of 3

- 1. Construction plans shall be developed from the selected Task 2 concepts. The plans shall be prepared for phased construction to accommodate funding and budget constraints. The construction plans shall be presented to Escambia County for review in 30%, 60%, 90% and 100% submittal packages for each construction phase.
- 2. The utility providers shall be notified of the proposed design and construction. Utility maps will be obtained and compared with field located improvements. Design of improvements will be coordinated with the utility providers. Plans-in-hand walk through meetings will be scheduled and coordinated with the utility providers prior to final plan development for each phase of construction.
- 3. Permit application for stormwater improvements will be prepared and submitted to the State of Florida. The application package will include the design documents and supporting calculations. The submittal package will be coordinated with the permit regulator including responses to requests for additional information.

TASK 4: Bidding Services

This task consists of preparing bid documents, forms, and specifications needed to assist Escambia County in the bid process. A pre-bid meeting will be attended with Escambia County and potential contractors to define the project and answer questions related to the construction plans. Addenda will be prepared as necessary to respond to requests for additional information or clarify issues. The contractor bids will be compiled, proofed for accuracy and tabulated for selection by Escambia County.

TASK 5: Construction Administration and Inspection Services

This task consists of providing construction administration and inspection services on a limited and as-needed basis. These services may include, but are not limited to:

- a. Attending pre-construction meetings
- b. Review/approve shop drawings
- c. Provide consultation during construction
- d. Perform limited site inspections for permit certifications
- e. Prepare record drawings from contractor provided as-builts
- f. Prepare permit certifications

TASK 6: Program Report

This task will include development of a Program Report for Pensacola Beach Master Plan. The report will provide a narrative of select Pensacola Beach Master Plan Projects and define the anticipated engineering costs, construction costs, time to complete. Establishment of a priority for each project will be coordinated with Escambia County.

Pensacola Beach Master Plan Stage II Services Page 3 of 3

TASK 7: Project Coordination and Meetings

This task will include project progress meetings with Escambia County every two (2) weeks through final deliverables.

DELIVERABLES AND SCHEDULE

One (1) paper copy and one digital copy (PDF format) of each submittal shall be provided to Escambia County for review and approval. The 30%, 60% and 90% drawing sets shall be presented on half size (11"x17") sheets. Following approval by Escambia County, four (4) full size sets of final construction plans and one (1) digital copy in AutoCAD format will be provided.

FEE STRUCTURE

This work shall be performed on a Lump Sum Fee basis.

PENSACOLA BEACH MASTER PLAN PD 10-11.005 Stage II Services

6-Sep-12 Revised

	CIVIL M	ANHOUR ANI	D FEE ESTIMA	TE			0-Sep-12	nevi	seu
	SENIOR	PROJECT	PROJECT	CADD/	CEI		TOTAL		
	ENGINEER	MANAGER	ENGINEER	DESIGNER	INSPECTOR	CLERICAL	MANHOURS		FEE
TASK									
	\$115.97	\$104.67	\$72.13	\$61.22	\$50.01	\$33.24			
Data Collection and Utilities									
1 Project development and scoping meetings	6	2	10	4		2	24	\$	1,937.82
2 Data research, collection, sorting and compiling	6	2	6	4		8	26	\$	1,848.74
3 Utility Coordination		2	16	8		4	30	\$	1,986.14
4 Initial topographic survey coordination	4		8				12	\$	1,040.92
5 Correspondence and Meetings	4	4	4			2	14	\$	1,237.56
Subtotals	20	10	44	16	0	16	106	\$	8,051.18
Conceptual Design Alternatives								Ŧ	-,
1 Review survey, utilities and roadway connections	4	8	16	12		2	42	\$	3,256.44
2 Formulate conceptual design alternatives	24	16	20	24		2	86	\$	7,436.36
3 Evaluate alternative solution feasibilities	8	8	40	20		1	77	\$	5,907.96
4 Identify required easements and potential design constraints	2	2	4	4		2	14	\$	1,041.16
5 Prepare preliminary cost estimates	8	8	16	8		6	46	\$	3,608.40
6 Prepare report for conceptual designs and phasing	8	16	24	8		4	60	\$	4,956.32
7 Correspondence and Meetings	16	16	16			4	52	\$	4,817.28
Subtotals	70	74	136	76	0	21	377	\$	31,023.92
Plan Preparation									
1 Initiate design program	16	8	24	24		2	74	\$	5,959.76
2 Incorporate review comments	16	4	24	24		2	70	\$	5,541.08
3 Determine potential utility conflicts	8	8	36	8		2	62	\$	4,918.04
4 Establish project phasing / develop phasing plans	8	16	36	16		4	80	\$	6,311.64
5 Prepare plans for 30%, 60%, 90% and 100% submittals	100	120	240	240		16	716	\$	56,693.24
6 Prepare construction cost estimates	16	8	36	16		4	80	\$	6,402.04
7 Correspondence and Meetings	36	36	36				108	\$	10,539.72
							0	\$	-
	200	200	432	328	0	30	1190	\$	96,365.52
Permitting									
1. Attend pre-application meeting w/NWFWMD	4	4	4			2	14	\$	1,237.56
2. Prepare ERP application package	36	36	45	45		16	178	\$	14,475.63
3. Address review comments	16	8	20	12		4	60	\$	5,003.08
4. Certify completion	2	2	4			2	10	\$	796.28
							0	\$	
Subtotals	58	50	73	57	0	24	262	\$	21,512.55

	PENSA	COLA BEACH PD 10-11 Stage II Se		AN					
				TE			6-Sep-12	Revis	sed
Bidding and Contracting			D FEE ESTIMA						
1. Attend pre-bid conference	2	2	2			1	7	\$	618.78
2. Prepare addenda as necessary	4	4	8	8		2	26	\$	2,015.84
3. Compile / evaluate bids and recommend award	4	2	6			2	14	\$	1,172.48
							0	\$	-
Subtotals	10	8	16	8	0	5	47	\$	3,807.10
Construction Administration and Inspection services									
1. Contract administration services	24	24	80			6	134	\$	11,265.20
2. Periodic construction inspection	40	60	80		160	2	342	\$	24,757.48
3. Prepare record drawings from Contractor as-builts	4	2	8	16	8	2	40	\$	2,696.34
4. Project certification	2	2	2			2	8	\$	652.02
Subtotals	70	88	170	16	168	12	524	\$	39,371.04
Program Report									
1. Compile Projects	24	40	60	60		6	190	\$	15,170.52
2. Prepare cost estimates	8	16	24	24		2	74	\$	5,869.36
3. Finalize priorities	16	16	16			2	50	\$	4,750.80
4. Prepare and submit report	8	8	8			4	28	\$	2,475.12
Subtotals	56	80	108	84	0	14	342	\$	28,265.80

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	SU	JRVEY	SURVEYOR	SURVEY	SURVEY	CEI		TOTAL	
	IAM	NAGER	PLS/PSM	PARTY	DESIGNER	INSPECTOR	CLERICAL	MANHOURS	FEE
					TECH				
	\$1	121.05	\$79.75	\$99.55	\$52.73	\$50.01	\$33.24		
Surveying									
1. Establish horizontal and vertical control		4	8	16	4		4	36	\$ 3,058.88
2. Cross-sections		4	16	24	24		4	72	\$ 5,547.88
3. Utility locations		4	16	24	24		4	72	\$ 5,547.88
4. Mapping		8	24	48	24		4	108	\$ 9,059.28
	Survey Subtotals	20	64	112	76	0	16	288	\$ 23,213.92
						Engin	eering Totals		\$ 228,397.11
					Survey Totals			\$ 23,213.92	
						F	Project Totals		\$ 251,611.03



AI-3218	County Administrator's Report 10. 22.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	09/17/2012
Issue:	Program Participation Agreement with Pathways for Change, Inc. and Escambia County Board of County Commissioners
From:	Gordon Pike, Department Head
Organization:	Corrections
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Approval of the Program Participation Agreement with Pathways for Change, Inc. - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Program Participation Agreement between Pathways for Change, Inc. (PFC), a Florida not-for-profit Corporation, and Escambia County, Florida, a political subdivision of the State of Florida (County):

- A. Approve the Program Participation Agreement; and
- B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2012/2013 up to \$140,000 to the Program (the "County Contribution"). The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full time salary and benefits for the following PFC staff positions:

- 1. Admissions Specialist/Court Liaison
- 2. Treatment Program Manager
- 3. Case Manager
- 4. Executive Director
- 5. Mental Health Contract Counselors
- 6. Office Coordinator
- 7. Transition Manager
- 8. After Care Specialist/Director of Alumni

Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program include: cell phones; travel and training for Program staff; miscellaneous expenses, such as medications and hygiene items for inmates; transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; after care services; and transitional housing.

[Funding Source: Fund 001, General Fund, Cost Center 110201, Object Code 58208]

BACKGROUND:

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society; the program is commonly referred to as "PFC".

BUDGETARY IMPACT:

Funding is available from the General Fund 001, Cost Center 110201, Object Code 58208.

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has been approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code Ordinances of Escambia County, Florida 1999, Chapter 46, Fianace Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PFC 2012-2013

PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this \int_{2}^{1} day of September, 2012, by and between Pathways For Change, Inc. (hereinafter referred to as "PFC, Inc."), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, PFC, Inc. operates a residential treatment program to assist individuals who have been recently released from a correctional facility assimilate into society, which program is commonly referred to as "Pathways for Change" (hereinafter the "Program"); and

WHEREAS, the County has agreed to contribute certain funds for the benefit of the Program as described more particularly herein; and

WHEREAS, the Board of County Commissioners has concluded it is in the best interest of the health, safety and welfare of the citizens of Escambia County to enter into this Agreement to contribute funds for the benefit of the Program and said expenditure serves an essential public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. <u>Recitals</u>. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.

2. <u>Escambia County's Contribution.</u> The County agrees to contribute up to \$140,000.00 to the Program (the "County Contribution") for fiscal year 2012/2013. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to the following:

(a) Compensation including full time salary and benefits for the following PFC staff positions:

- 1. Admissions Specialist/ Court Liaison
- 2. Treatment Program Manager
- 3. Case Manager
- 4. Executive Director
- 5. Mental Health Contract Counselors

- 6. Office Coordinator
- 7. Transition Manager
- 8. After Care Specialist/ Director of Alumni

(b) <u>Mentor Incentives and Miscellaneous Expenses</u>. Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program; cell phones, travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates, transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2012/2013). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of \$5,000.00 for each percentage point below the 50% Program success rate.

3. <u>Audit.</u> PFC agrees to provide access to or produce all financial records and documents related to the subject contribution from the County for the Program and allow as necessary for the audit of such records by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court. Further, PFC agrees to furnish to the Escambia County Office of Management and Budget upon request a copy of the relevant annual audit report prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

4. <u>Annual Report.</u> PFC agrees to provide an annual report on the Program described herein to include basic statistical information relevant to the Program (e.g. number of classes, students, and graduates, etc.) and an itemized statement of expenditures for which reimbursement was provided as part of the County's contribution under the Agreement.

5. <u>Public Records.</u> The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

6. <u>Term and Termination.</u> The term of this Agreement shall commence on October 1, 2012 and shall terminate on September 30, 2013. Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. 7. <u>Entire Agreement.</u> This instrument constitutes the entire integrated agreement and understanding between the parties, superseding all prior communications, oral or written, including without limitation, the Prior Agreements. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This paragraph shall not be deemed waived by any modification or alteration which does not conform to the above provisions of the Paragraph.

8. <u>Funding Contingency</u>. Any and all obligations on the part of the County hereunder are hereby made expressly contingent upon appropriation by the Board of County Commissioners.

9. <u>Indemnification</u>. To the extent permitted by law, PFC, Inc. agrees to indemnify and hold the County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement.

10. <u>Notice.</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Pathways for Change, Inc.	To: Escambia County Corrections Bureau
Attention: Constance Bookman	Attention: Gordon Pike, Bureau Chief
1211 West Fairfield Avenue	2251 North Palafox Street
Pensacola, Florida 32501	Pensacola, Florida 32501

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

11. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

12. <u>Compliance with Federal Civil Rights Obligations</u>. If a recipient and/or subrecipient of federal financial assistance, PFC, Inc. shall comply with all applicable federal civil rights obligations, including but not limited to the following:

- Federal Civil Rights Laws: Federal laws prohibit recipients of financial a. assistance from discriminating on the basis of race, color, national origin. religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Non-Discrimination); 28 C.F.R. pt. 54 (U.S. Department of Justice Regulations - Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance); Exec. Order No. 13,279 (equal protection of the laws for faithbased and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations).
- b. Americans with Disabilities Act: Subgrant recipients must comply with the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-34, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- c. Limited English Proficiency (LEP): In accordance with the U.S. Department of Justice (DOJ) Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. See Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002). Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. For more information, please see the website at <u>http://www.lep.gov</u>.
- d. Equal Treatment for Faith-Based Organizations: Subgrant recipients must comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing "Equal Treatment for Faith-Based Organizations" ("the Equal Treatment Regulation"). The Equal Treatment Regulation provides in

part that direct financial assistance from DOJ may not be used for inherently religious activities, such as prayer; participation in Alcoholics Anonymous, Narcotics Anonymous, or other Twelve-Step programs; worship; religious instruction; or proselytization. If subrecipients engage in inherently religious activities, such activities must be separate in time or place from the programs or services funded with direct financial assistance from DOJ, and participation in such activities by beneficiaries must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by direct financial assistance by DOJ shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- e. No Retaliation: As a recipient or subrecipient of federal financial assistance, and in accordance with federal civil rights laws, PFC, Inc. shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.
- f. Equal Employment Opportunity Plan: PFC, Inc. will file a certification with the Florida Department of Law Enforcement (FDLE) and OCR attesting to its status as a nonprofit organization. The certification form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.
- g. Findings of Discrimination: In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against PFC, Inc. as a recipient or subrecipient of federal financial assistance, PFC, Inc. will forward a copy of the finding to FDLE and OCR.

IN WITNESS WHEREOF, the parties have executed this Assignment and Amendment to Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST:ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT

Deputy Clerk (SEAL)

This doo	cument approved as to form
By:	10 val
Title:	ACH
Date: _	\$127/12

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PATHWAYS FOR CHANGE, INC., a Florida not for profit corporation

Michael Carro, Director

ATTEST:

Corporate Secretary

(Corporate Seal)



AI-3219	County Administrator's Report 10). 23.
BCC Regular M	leeting Budget & Finance Con	sent
Meeting Date:	09/17/2012	
Issue:	Approval to Issue FY 2012-2013 Purchase Orders in Excess of \$50,	,000
From:	Gordon Pike, Department Head	
Organization:	Corrections	
CAO Approval:	:	

RECOMMENDATION:

Recommendation Concerning Purchase Orders in Excess of \$50,000 for Fiscal Year 2011-2012 for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board, for the Fiscal Year 2012-2013, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided below, for the Corrections Department:

A. Road Prison

	Vendor/Contractor	Amount
1.	US Food Service Vendor Number: 210315 Misc. Food Items Fund: 175 Cost Center: 290202	\$80,000
2.	Sysco Foods Vendor Number: 196366 Misc. Food Items Fund: 175 Cost Center: 290202	\$70,000
3.	Kimbles Food by Design Vendor Number: 110824 Commissary Items Fund: 175 Cost Center: 290205	\$145,000

B. Community Corrections

Vendor/Contractor Amount	
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1.	ProTech Monitoring Vendor Number: 165134 Electronic Monitoring (GPS) Fund: 114 Cost Center: 290303	\$250,000
2.	Trinity Services Vendor Number: 202723 Meals for Work Release Inmates Fund: 114 Cost Center: 290305	\$200,000
3.	Securitas Security Services, Inc. Vendor Number: 191895 Security Services Fund: 114 Cost Center: 290305 Account Code: 53401	\$100,000

BACKGROUND:

Issuance of these Purchase Orders is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County. These allocations are included in the Fiscal Year 2012-2013 Budget.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Bureau will issue purchase requisitions in accordance with the FY 2012/2013 budget adopted by the Board.



AI-3216	County Administrator's Report 10. 1.
BCC Regular M	leeting Discussion
Meeting Date:	09/17/2012
Issue:	Pay for Employees Related to the Hurricane Isaac Activation
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Pay for Employees Related to the Hurricane Isaac Activation -</u> <u>Amy Lovoy, Management and Budget Services Department Director</u>

That the Board approve either Plan A or Plan B, as follows, concerning pay for employees related to the Hurricane Isaac activation and authorize the County Administrator or his designee to administer the approved plan:

- A. <u>Plan A</u>
 - Pay all non-exempt employees either 1.5 times or 1.0 times their hourly wage depending on their job classification for every hour worked in excess of 40 hours during the pay week of the Hurricane Isaac activation. (The Fair Labors Standards Act requires that non-exempt employees either be paid overtime or receive compensatory time.)
 - Adopt the Resolution authorizing exempt employees to be paid 1.0 times their hourly wage for every hour worked in excess of 40 hours during the week of the Hurricane Isaac activation
 - Authorize disaster leave for all employees who worked during the Hurricane Isaac activation period defined as Monday, August 27, 2012, at 12:00 p.m., through Wednesday, August 29, 2012, at 7:00 a.m., (or normal shift start) up to a maximum of 12 hours, based on the number of hours worked

OR

B. <u>Plan B</u>

- Authorize all employees who worked during the activation period defined as Monday, August 27, 2012, at 12:00 p.m., through Wednesday, August 29, 2012, at 7:00 a.m., (or normal shift start) to be paid 1.0 times their hourly wage for every hour worked during the activation in addition to their normal wage for the same time period
- Adopt the Resolution authorizing this pay for all unclassified employees

[BACKUP TO BE DISTRIBUTED UNDER A SEPARATE COVER]

BACKGROUND:

On Sunday, August 26, 2012, the Board of County Commissioners declared a State of Emergency for Hurricane Isaac. As a result, the Emergency Operations Center activated at 7:00 a.m., on Monday, August 27, 2012. Disaster protocols required many employees to work long hours prior to, during, and after the storm.

The attached spreadsheet gives specific scenarios to illustrate each plan.

BUDGETARY IMPACT:

See Backup.

LEGAL CONSIDERATIONS/SIGN-OFF:

See Backup.

PERSONNEL:

See Backup.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pay Scenarios

Pay Scenarios

<u>Scenario 1</u>		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
	In		8:00 AM	7:00 AM	8:00 AM	8:00 AM	8:00 AM		
Employee 1	Out	0	5:00 PM	7:00 PM	5:00 PM	5:00 PM	5:00 PM		
	Hours		8	11	8	8	8	0	43

Plan A: Employee would receive 3 hours of overtime (either 1.5 times or 1.0 their hourly wage depending on their job classification.) Employee would also receive 12 hours of disaster leave since they worked at least 12 hours during the activation period.

Plan B: Employee would receive 40 hours of regular pay plus 15 hours of disaster pay (4 hours on Monday and 11 hours on Tuesday.)

<u>Scenario 2</u>		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
	In		8:00 AM	7:00 AM	8:00 AM	8:00 AM	8:00 AM		
Employee 1	Out	0	5:00 PM	7:00 PM	5:00 PM	5:00 PM	1:00 PM		
	Hours	0	8	11	8	8	5	0	40

Plan A: Employee would NOT receive OT since they did not work more than 40 hours in the week. Employee would receive 12 hours of disaster leave since they worked at least 12 hours during the activation period.

Plan B: Employee would receive 40 hours of regular pay plus 15 hours of disaster pay (4 hours on Monday and 11 hours on Tuesday.)

<u>Scenario 3</u>		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
	In			7:00 AM	7:00 AM	7:00 AM	7:00 AM		
Employee 1	Out			5:00 PM	5:00 PM	5:00 PM	5:00 PM		
	Hours	0	0	10	10	10	10	0	40

Plan A:Employee would NOT receive OT since they did not work more than 40 hours in the week.Employee would receive 10 hours of disaster leave since they worked 10 hours during the activation period.

Plan B: Employee would receive 40 hours of regular pay plus 10 hours of disaster pay from their shift on Tuesday.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

10.1. Action

AI-3200	County Attorney's Report
BCC Regular M	eeting
Meeting Date:	09/17/2012
Issue:	Proposed Stipulation for Settlement
From:	Kristin D. Hual, Assistant County Attorney
Organization:	County Attorney's Office
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Proposed Stipulation Providing For Dismissal of Some Parties and Abatement of the Case for Remaining Parties in the lawsuit challenging the constitutionality of certain legislation relating to county contributions to Medicaid- Case No.: 2012-CA-1328

That the Board choose one of the following options as requested by the Florida Association of Counties (FAC) concerning the Proposed Stipulation Providing For Dismissal of Some Parties and Abatement of the Case for Remaining Parties in the lawsuit challenging the constitutionality of certain legislation relating to county contributions to Medicaid- Case No.: 2012-CA-1328.

FAC distributed to all counties a proposed Stipulation for Settlement of the matter pending in circuit court challenging the constitutionality of HB 5301, the 2012 Medicaid Billing Law. The proposed Stipulation provides for three categories of counties: settling counties, abating counties and non-plaintiff counties.

As a party to the litigation, the County may choose one of the following options:

Option A: Settlement—

By accepting the proposed stipulation for settlement, settling counties would agree to dismiss Counts I and II of the complaint challenging the constitutionality of the legislation WITH prejudice and dismiss Count III alleging that the backlog claims prior to 2008 are time barred by the statute of limitations WITHOUT prejudice. Those counties that elect the settlement option must provide a Tentative Notice of Acceptance on or before September 12, 2012, and a formal Notice of Acceptance on or before October 12, 2012.

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OR
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Option B: Abatement—

Abating counties would agree to dismiss Counts I and II of the complaint challenging the constitutionality of the legislation and Count III alleging that the backlog claims prior to 2008 are time barred by the statute of limitations WITHOUT prejudice. The litigation would thereafter be held in abeyance until December 31, 2012. This option is considered the default option and no notification of acceptance is required.

BACKGROUND:

Under Florida law, local counties are required to contribute to the cost of Medicaid claims incurred by their residents. During the last legislative session, the Legislature adopted and the Governor signed into law HB 5301 that changed the method of billing Medicaid claims to individual counties then retroactively applied these changes to claims dating back to 2001.

In April, a lawsuit was filed against the State on behalf of FAC and numerous individual counties challenging the constitutionality of the bill and seeking relief from its onerous provisions.

Since the litigation was filed, the parties have participated in cooperative discussions to mitigate the impacts of HB 5301 for both retrospective and prospective billing with the intention of refining the billing and collection procedures codified in the bill during the 2013 legislative session.

As part of these discussions, the Agency for Health Care Administration agreed to reexamine the estimated backlog claimed to be owed by each county, resulting in a 57% reduction in the amount certified statewide. The preliminary amount issued to Escambia County of \$8,515,565.93 was reduced to \$4,044,148.67. This Board previously advised the County Attorney not to challenge the certified backlog amount and pay eighty-five percent of the certified amount totaling \$3,437,526.34 over a five year period.

The constitutionality of the law remains unresolved, and the lawsuit remains pending. The parties are considering a proposed Stipulation for Settlement, in part, to encourage greater cooperation during the upcoming legislative session. The Agency has also agreed those counties who participate in the settlement may make periodic direct payments of the backlog amount out of a chosen revenue source and avoid any revenue share withholding.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin D. Hual, Assistant County Attorney, has reviewed the proposed Stipulation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Medicaid Stipulation with Two Options

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT IN AND FOR LEON COUNTY, FLORIDA

ALACHUA COUNTY, FLORIDA; ET AL,

Plaintiffs,

Case No.: 2012-CA-1328

vs.

ELIZABETH DUDEK, in her official capacity as SECRETARY of the STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION; and LISA VICKERS, in her official capacity as EXECUTIVE DIRECTOR of the STATE OF FLORIDA, DEPARTMENT OF REVENUE,

Defendants.

_____/

STIPULATION PROVIDING FOR DISMISSAL OF SOME PARTIES AND ABATEMENT OF CASE FOR REMAINING PARTIES

This Stipulation Providing for Dismissal of some Parties and Abatement of Case for Remaining Parties is entered into between Plaintiffs ALACHUA COUNTY, FLORIDA; BAY COUNTY, FLORIDA; BREVARD COUNTY, FLORIDA; BRADFORD COUNTY, FLORIDA; BROWARD COUNTY, FLORIDA; CHARLOTTE COUNTY, FLORIDA; CITRUS COUNTY, FLORIDA; CLAY COUNTY, FLORIDA; COLLIER COUNTY, FLORIDA; DESOTO COUNTY, FLORIDA; DIXIE COUNTY, FLORIDA; DUVAL COUNTY, FLORIDA; ESCAMBIA COUNTY, FLORIDA; FLAGLER COUNTY, FLORIDA; FRANKLIN COUNTY, FLORIDA; GADSDEN COUNTY, FLORIDA; GILCHRIST COUNTY, FLORIDA; GULF COUNTY, FLORIDA; HAMILTON COUNTY, FLORIDA; HARDEE COUNTY, FLORIDA; HENDRY COUNTY, FLORIDA; HERNANDO COUNTY, FLORIDA; HIGHLANDS COUNTY, FLORIDA; HILLSBOROUGH COUNTY, FLORIDA; INDIAN RIVER COUNTY, FLORIDA; LAFAYETTE COUNTY, FLORIDA; LAKE COUNTY, FLORIDA; LEE COUNTY, FLORIDA; LEON COUNTY, FLORIDA; LEVY COUNTY, FLORIDA; LIBERTY COUNTY, FLORIDA; MADISON COUNTY, FLORIDA; MANATEE COUNTY, FLORIDA; MARION COUNTY, FLORIDA; MARTIN COUNTY, FLORIDA; MIAMI-DADE COUNTY, FLORIDA; MONROE COUNTY, FLORIDA; NASSAU COUNTY, FLORIDA; OKALOOSA COUNTY, FLORIDA; OKEECHOBEE COUNTY, FLORIDA; OSCEOLA COUNTY, FLORIDA; PASCO COUNTY, FLORIDA; PINELLAS COUNTY, FLORIDA; POLK COUNTY, FLORIDA; PUTNAM COUNTY, FLORIDA; SANTA ROSA COUNTY, FLORIDA; SARASOTA COUNTY, FLORIDA; SEMINOLE COUNTY, FLORIDA; ST. JOHNS COUNTY, FLORIDA; ST. LUCIE COUNTY, FLORIDA; SUWANNEE COUNTY, FLORIDA; TAYLOR COUNTY, FLORIDA; VOLUSIA COUNTY, FLORIDA; WAKULLA COUNTY, FLORIDA; and WALTON COUNTY, FLORIDA; (hereafter the "Counties") and the FLORIDA ASSOCIATION OF COUNTIES (hereafter the "Association") and the Defendants, ELIZABETH DUDEK in her official capacity as Secretary of the State of Florida Agency for Health Care Administration (hereafter the "Agency") and MARSHALL STRANBURG in his official capacity as Interim Executive Director (in place of former Executive Director, LISA VICKERS) of the State of Florida Department of Revenue (hereafter the "Department"), collectively Plaintiffs and Defendants are hereafter the "Parties."

WITNESSETH:

WHEREAS, Plaintiffs have filed a Complaint against Defendants challenging the constitutionality of certain legislation (i.e., HB 5301), which was adopted by the House and Senate in the 2012 Legislative Session and signed into law by the Governor on March 29, 2012.

HB 5301 is now known as Chapter 2012-33, Laws of Florida. Section 12 of Chapter 2012-33 amends section 409.915, Florida Statutes, which relates to county contributions to Medicaid.

WHEREAS, Section 12 of Chapter 2012-33 (hereafter, "Section 12") amends section 409.915, Florida Statutes, as it previously existed to include:

a. Section 12 requires the Agency to certify to each county the amount of such county's unpaid billings from November 1, 2001, through April 30, 2012 (the "Prior Unpaid Amounts").

b. Section 12 provides that Counties may challenge the Prior Unpaid Amounts in an administrative process under chapter 120, Florida Statutes. Counties that do not challenge the Prior Unpaid Amounts shall pay only 85% of that county's Prior Unpaid Amounts. Counties that prove by a preponderance of the evidence that the Prior Unpaid Amounts were incorrect will be entitled to a credit on future payments.

c. Section 12 implements a "collection enforcement mechanism" in order to require Counties to pay for the Prior Unpaid Amounts. Over a five year period beginning October, 2012, the Department will deduct from each county's monthly distribution pursuant to section 218.26, Florida Statutes (the "County Revenue Sharing Funds"), that county's portion of the Prior Unpaid Amounts as certified by the Agency. The Department must leave sufficient County Revenue Sharing Funds to service outstanding debt secured by such funds.

d. Section 12 provides that, beginning May 7, 2012 and continuing on the 7th day of each month thereafter, the Agency will certify the Counties' monthly share of Medicaid reimbursement ("Future Billings") and thereafter the Department will deduct Half Cent Sales Tax Funds from each County's distribution pursuant to section 218.61, Florida Statutes. Section 12 further provides, however, that the Department must leave sufficient Half Cent Sales Tax Funds to service outstanding debt secured by such funds.

e. Section 12 provides that Counties may contest Future Billings by requesting a refund under a process to be determined by the Agency, the Department, and FAC - which process is currently under rule development by the Agency. If the Agency determines the refund request is appropriate, the Department may refund the amount to the county from the General Revenue Fund or issue the refund in the form of a credit against the Future Billings which process is currently under development by the Agency.

WHEREAS, Plaintiffs have concern with the following circumstances, provisions or practices among others:

a. Section 12 requires monthly payment of prior unpaid amounts from each County's monthly distribution pursuant to § 218.26, Florida Statutes, of the Counties' revenue sharing monies rather than from a revenue source of each County's choosing.

b. Section 12 requires monthly future billings to be paid from the Counties' distribution pursuant to § 218.61, Florida Statutes of the shared Half Cent Sales Tax
 Funds rather than from a revenue source of each County's choosing.

WHEREAS, the Complaint filed by Plaintiffs includes three (3) counts. The first and second counts assert challenges pursuant to Article VII, section 18(a) and (c), Florida Constitution, for violation of the unfunded mandate provisions. The third count asserts that

unpaid claims extending from 2001 - 2008 are time barred pursuant to §§ 95.11(3)(f) and (p) and 95.11(6), Florida Statutes (2011).

WHEREAS, the Parties have worked together to identify and correct billing system errors.

WHEREAS, the Counties have had unprecedented access to Agency staff for collaboration in seeking solutions.

WHEREAS, the Parties, are creating a Joint Work Group comprised of representatives from the Agency and the Association (on behalf of the Counties) to raise, address and solve ongoing concerns and problems, that will meet on a regularly scheduled basis.

WHEREAS, to facilitate the orderly payment of these claims, the Agency has authorized the Counties to make a one time prepayment in whole or in part, to reduce or avoid the burden of revenue share withholding.

WHEREAS, in order to administer these claims, the Agency has permitted counties to dispute Prior Unpaid Amounts (sometimes referred to as "Backlog" claims) based upon Agency policies in effect at the time each claim was originally disputed.

WHEREAS, working in conjunction with the Counties, the Agency has created and implemented an Advanced Refund Request (ARR) process, allowing a prepayment dispute process on claims, and extending that process through April 2013.

WHEREAS, working in conjunction with the Counties, the Agency has created and implemented a Back End Refund Request (BERR) process, including the allowance of filing BERRs on the denied ARRs, and thus allowing a prepayment dispute process on these claims as well, with finality and appeal rights. WHEREAS, the Agency, working in conjunction with the Counties, has provided for direct monthly payments on prospective bills in order to allow Counties to choose to avoid revenue share withholdings.

WHEREAS, the Florida Department of Children and Families ("DCF"), working in conjunction with the Agency and the Counties has permitted the Counties unprecedented access to the DCF Medicaid eligible recipient address database.

WHEREAS, the Agency working in conjunction with the Counties, has provided for a 60 day County review cycle, and a date certain for receipt of monthly statements on the second business day of the month, as well as a process of tracking payments, refunds, and credits on a monthly basis.

WHEREAS, the Agency working in conjunction with the Counties, has created detailed time frames for responses and dispute resolution methods to avoid such backlogs from ever happening again.

WHEREAS, the Agency working in conjunction with the Counties, has worked to enhance the fairness of the collection system by: 1) providing a \$0 certification for the first month that HB 5301 was to be implemented, on May 7, 2012; 2) allowing for direct monthly payments on prospective bills to allow Counties to choose to avoid Half Cent Sales Tax withholding; 3) authorizing a one-time prepayment in whole or in part, by 11:59 p.m., Eastern Standard Time, on September 13, 2012 to allow Counties to choose to reduce or avoid the burden of revenue share withholding; and 4) has provided preliminary backlog statements in advance of the August 1, 2012 statutory certification date in order to facilitate the review and resolution of these disputed claims. WHEREAS, the Counties, working in conjunction with the Agency and in order to show their willingness to pay their fair share of the State's Medicaid payment, have paid those amounts which are accurate, and due and owing during the pendency of this litigation.

WHEREAS, the Agency has begun the rule making process as required by Section 12 and has been working cooperatively with the Counties and the Association in an effort to address many of the Counties' concerns regarding how the collection process will be administered in the future and how the monthly payments for prior and future billings might be made directly to the Agency from revenue sources of the county's choice rather than providing for certification and automatic deduction by the Department from county revenue sources shared with the State.

WHEREAS, the Parties recognize that the Chapter 120 process has been legislatively sanctioned as the forum for disputes relating to the backlog amounts under HB 5301, and no abridgement of any rights to make such challenges is contemplated by this Stipulated Settlement and Dismissal.

WHEREAS, the Parties recognize that the Department's role is primarily ministerial and the Department does not have a role in disputing Medicaid billings unless there is an issue of the protection of existing bond commitments required under HB 5301.

WHEREAS, the Parties by entering into this stipulation recognize that the circumstances of the Counties on an individual basis may differ substantially; i.e., some Counties may be willing to accept the 15% discount available to Counties that do not challenge the Agency's certification, some Counties may want to bring an action under Chapter 120 challenging the prior unpaid amount that the Agency has certified including the right to assert a claim for what the Counties perceive to be stale or time barred. Some Counties will be willing to dismiss their claims and some, though not prepared to dismiss their claims at this time are willing to agree to an abatement to facilitate further resolution of this matter, for an undefined period, but no later than December 31, 2012.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and by this reference are incorporated herein.

2. Those Counties and Association under this stipulation may choose between one of the two options (i.e., a SETTLEMENT OPTION or an ABATEMENT OPTION) set forth in paragraphs 3 and 4 below.

3. The SETTLEMENT OPTION is for Counties (or the Association) that intend to withdraw from this litigation. This includes both Counties that do not intend to challenge the Prior Unpaid Amounts and Counties that do intend to challenge the Prior Unpaid Amounts under Chapter 120 Florida Statutes. As to these Counties the Complaint will be deemed to be dismissed with prejudice as to Counts I and II and without prejudice as to Count III. As to these Counties, the Agency, as provided in paragraph 7 below, will accept periodic direct payment of such County's Prior Unpaid Amount. The Agency acknowledges that a county which enters into this Agreement does not thereby waive the right to assert any valid affirmative defense it would otherwise have been able to assert in an administrative proceeding pursuant to Section 409.915(7)(a), Florida Statutes.

OPTION must provide notification of this choice to the Agency by sending a scanned copy of a signed and verified stipulation form (the "Stipulation Form") attached hereto as Exhibit 6 by email and U.S. Mail to the Agency's General Counsel (with a copy to the Association) which is emailed and post marked no later than September 12, 2012. An initial list of those Counties (or Association) choosing the SETTLEMENT OPTION is set forth in Exhibit 2.

4. The ABATEMENT OPTION is for Counties (or the Association) that intend to remain in this litigation. These Counties (including the Association) together with the Agency and the Department agree that this litigation will be held in abeyance by mutual agreement to facilitate further resolution of this matter for an undefined period but no later than December 31, 2012. This abatement is to the litigation only, and all provisions and deadlines of HB 5301 continue to take effect as set forth therein. The Parties acknowledge that the abatement applies only to the litigation and does not abate or otherwise affect the requirements imposed on the Parties by statute. Provided that nothing in this Stipulation shall prevent an abating county from individually dismissing the Complaint without prejudice and re-filing an action on its own behalf. An initial list of those parties choosing the ABATEMENT OPTION is set forth in Exhibit 3.

5. The Agency further agrees that any County (whether agreeing to settle or not) filing a Chapter 120 challenge of the Prior Unpaid Amount will be offered the opportunity to abate those proceedings to facilitate further resolution of the matter for a period not less than 90 days, which period may be extended upon the mutual agreement of the parties to such proceeding.

6. The Parties agree that Exhibits 2 and 3 of the Stipulation can be amended by the Association to add to Exhibit 2 the names of additional Counties choosing to settle and delete from Exhibit 3 the names of those Counties choosing to settle by filing such information in an addendum no later than September 16, 2012 at 5:00 p.m. (Eastern/Standard Time).

7. The Parties recognize that section 409.915(8), Florida Statutes, as amended by Section 12, provides for the payment of each county's Prior Unpaid Amount by the automatic deduction by the Department (over a sixty (60) month, or longer, time period) of each County's revenue sharing distribution. The Parties further recognize that the calculation and amount of each County's monthly deduction can be obtained from the Agency. As an accommodation to those Counties choosing THE SETTLEMENT OPTION that would like to avoid the automatic deduction of their revenue sharing distribution and that would like to make payments from a revenue source of their choosing, the Agency and Department agree that such Counties shall make periodic advance payments (in monthly, quarterly or greater increments or to be specified at the time the county enters into a payment plan with the Agency) to the Agency on or before October 5th by 11:59 p.m., (Eastern/Standard Time) and on or before the fifth day of each month thereafter by 11:59 p.m. (Eastern/Standard Time) from a revenue source of the County's choosing (unless an advance payment has already been submitted for that month). Once the Agency enters into a payment plan with a county, the Agency shall notify the Department of the details of the payment plan. If the incremental payment is not received by 11:59 p.m. of the date payment is required, the Agency shall notify the Department and the Department shall deduct that month's payment from that County's revenue sharing distribution. As set forth in paragraph 8 below, it is further agreed that a county's ability to continue to make the advance

payments provided in this paragraph shall be lost if the county fails to make a timely advance payment to the agency.

8. The Parties agree that if a County's incremental payment is not timely received by the Agency pursuant to paragraph 7, supra, that such County shall be in material and irreparable breach of this Agreement. As a consequence of that breach the Agency shall, within two (2) business days, amend its prior certification to the Department pursuant to section 409.915 (7), Florida Statutes, to include all amounts remaining unpaid by that County at the time of the breach. The Department shall act upon the Agency's amended certification in accordance with section 409.915 (8), Florida Statutes, by thereafter reducing the breaching County's distributions pursuant to that subsection, prospectively, from the time of the Agency's amended certification. The Counties hereby waive their right to administratively challenge the Agency's determination as to whether a payment has been timely received pursuant to this paragraph and paragraph 7, supra.

9. The Agency agrees to include the provisions of Composite Exhibit 4 in its proposed rules and further to move forward and work with the Counties and the Association in good faith with the proposed rules that are presently being considered for adoption. The Parties acknowledge that the Agency's draft rule attached hereto as Composite Exhibit 4 is presently in the administrative rulemaking process pursuant to Section 120.54, Florida Statutes, and that the draft rule will not become final until that process, including any administrative challenges that may be brought under Chapter 120, Florida Statutes, is successfully completed. The Parties agree that, should the rule or any other aspect of this settlement be successfully

challenged under Chapter 120, Florida Statutes, and be ruled invalid, it shall not constitute a breach by the Agency of this agreement or of any order entered that adopts this agreement.

10. The Parties agree that if any provision of this agreement is ruled by a judicial or administrative tribunal to be illegal, unenforceable, or void, then the Parties shall be relieved of their respective obligations arising under such provision, and the validity of the remainder of the agreement shall not be affected.

11. The Parties agree that in the interest of fairness the SETTLEMENT OPTION set forth in paragraph 3 above shall also be available to Counties that have not joined as Plaintiffs in this action, (the "Non-Plaintiff Counties") where any such County provides to the Agency by email and U.S. Mail to the Agency's General Counsel (with a copy to the Association), which is emailed and postmarked no later than September 12, 2012, a notice and waiver of such Counties' ability to pursue an action in Circuit Court challenging HB 5301 on the basis of an alleged violation of the unfunded mandate provisions of Art. VII, Sec. 18, Florida Constitution in substantially the form of the notice and waiver attached hereto as Exhibit 5. The Association shall provide a copy by email of this Stipulation to the County Attorney of all Non-Plaintiff Counties.

12. The Agency is willing to accept a tentative notice of acceptance of the settlement option (the "Tentative Notice of Acceptance") from those counties (both Plaintiff Counties and Non-Plaintiff Counties) that have not had an opportunity to make a formal determination of which option to accept. The Tentative Notice of Acceptance must be provided by the Chairman of the Board of County Commissioners or a member of such County's Senior Staff. The Tentative Notice of Acceptance must be accompanied by evidence that the Board of County Commissioners will be formally considering the County's options no later than October 12, 2012, at 11:59 p.m. (Eastern/Standard Time) and shall be substantially the form attached hereto as Exhibit 1. Notice of the subsequent formal action of the Board of County Commissioners approving the settlement option ("Notice of Approval") must be provided by sending a scanned copy of a signed and verified Stipulation as provided in Exhibit 6 by email and U.S. Mail to the Agency's General Counsel (with a copy to the Association) and to the Department's Office of General Counsel no later than October 13, 2012 at 5:00 p.m. (Eastern/Standard Time). If a properly executed Notice of Approval which evidences that County's formal approval of the settlement option is not timely received by the Agency pursuant to this paragraph, that event shall constitute a material and irreparable breach of this Agreement. As a consequence of that breach the Agency shall, within two (2) business days, amend its prior certification to the Department pursuant to section 409.915 (7), Florida Statutes, to include all amounts remaining unpaid by that County at the time of the breach. The Department shall act upon the Agency's amended certification in accordance with section 409.915 (8), Florida Statutes, by thereafter reducing the breaching County's distributions pursuant to that subsection, prospectively, from the time of the Agency's amended certification. The Counties hereby waive their right to administratively challenge the Agency's determination as to whether a payment has been timely received pursuant to this paragraph

13. The Parties hereby agree that the signing of this Stipulation by any of them does not constitute an admission of any liability or wrongdoing whatsoever. Rather, the Parties have entered into this Stipulation in a desire to amicably compromise their differences and avoid protracted litigation, by dismissal and abatement.

14. This Stipulation shall not be construed against any one party, but shall be construed as if it were prepared jointly by all of them, and any uncertainty or ambiguity, or both, shall not be interpreted against any party.

15. The Parties agree that each shall pay their own attorney's fees and costs incurred in connection with this litigation.

DATED this _____ day of September, 2012.

/s/

Susan H. Churuti Fla. Bar No. 284076 Thomas B. Drage, Jr. Fla. Bar No. 173070 Bryant Miller Olive, P.A. One Tampa City Center, Suite 2700 Tampa, FL 33602 (813) 273-6677 (813) 223-2705 (fax) schuruti@bmolaw.com

and

Virginia Saunders Delegal Fla. Bar No. 989932 General Counsel Florida Association of Counties 100 S. Monroe Street Tallahassee, FL 32301 (850) 922-4300 (850) 488-7192 (fax) gdelegal@fl-Counties.com

/s/

/s/ Joseph C. Mellichamp, III Timothy E. Dennis Assistant Attorney General Office of the Attorney General **Revenue Litigation Bureau** PL-01, The Capitol Tallahassee, Florida 32399-1050 Facsimile: 850-488-5865

/s/

Stuart Williams, General Counsel Bill Roberts, Deputy General Counsel State of Florida, Agency for Healthcare Administration 2727 Mahan Drive, Mail Stop #3 Tallahassee, Florida 32308 Facsimile: 850-921-0158

__, 2012

Stuart Williams, Esquire General Counsel State of Florida Agency for Healthcare Administration 2727 Mahan Drive, Mail Stop #3 Tallahassee, Florida 32308 Email: stuart.williams@ahca.myflorida.com Joseph C. Mellichamp, III, Esquire Chief Assistant Attorney General Florida Office of the Attorney General Revenue Litigation Bureau 400 S. Monroe Street, # PL-01 Tallahassee, Florida 32399 Email: joe.mellichamp@myfloridalegal.com

Re: Tentative Notice of Acceptance

Dear Mr. Williams & Mr. Mellichamp:

The purpose of this letter is to advise the Agency for Healthcare Administration (the "Agency") and the Florida Department of Revenue (the "Department") that [____] County (the "County") intends to provide Tentative Notice of Acceptance that the County has elected to accept the Settlement Option as provided in paragraph 3 of **Stipulation Providing for Dismissal of Some Parties and Abatement of Case for Remaining Parties** (the "Stipulation") entered into in the case of *Alachua County; et al. vs. Elizabeth Dudek, et al.*, Case No. 2012-CA-1328 in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida (the "Lawsuit").

Although, the County intends to settle the Lawsuit, the Board of County Commissioners has not had the opportunity to formally consider the matter. Please accept this as the County's Tentative Notice of Acceptance of the Settlement Option. Attached I have provided evidence indicating that the County will formally consider the Settlement Option no latter than October 12, 2012 at 11:59 p.m. (Eastern/Standard Time).

[Senior Staff/County Administrator/ Manager/Deputy County Administrator/ County Attorney]

cc: Ginger Delegal, General Counsel Florida Association of Counties

List of Counties Choosing the Settlement Option:

List of Counties Choosing to Abate:

COMPOSITE EXHIBIT 4

Notice of Change/Withdrawal

AGENCY FOR HEALTH CARE ADMINISTRATION Medicaid RULE NO.: RULE TITLE:

<u>59G-1.025</u>: Medicaid County Billing

NOTICE OF CHANGE

Notice is hereby given that the following changes have been made to the proposed rule in accordance with subparagraph 120.54(3)(d)1., F.S., published in Vol. 38 No. 26, June 29, 2012 issue of the Florida Administrative Weekly. The following changes have been made to the proposed rule.

THE FULL TEXT OF THE PROPOSED RULE IS:

59G-1.025 Medicaid County Billing.

(1) Retrospective Bills. This paragraph applies to the certification of county billings from

November 1, 2001, through April 30, 2012, that remain unpaid, as provided in section

409.915(7), F.S.

(a) By August 1, 2012, the Agency will certify to each county the amount that is unpaid for retrospective bills.

(b) By September 1, 2012, a county may contest the amount certified by filing a petition

under the applicable provisions of chapter 120. This procedure is the exclusive method to challenge the amount certified.

(c) September 13, 2012, 5:00 p.m. Eastern Standard Time, each county may make total or partial payment in the form of a check or wire transfer to the Agency of the amount certified by the Agency pursuant to subsection (1)(a).

(d) By September 15, 2012, the Agency will certify to the Department of Revenue:

COMPOSITE EXHIBIT 4

1. 100 percent of the amount provided in subsection (1)(a) minus amounts <u>credited to the</u> <u>counties and/or amounts paid and received by the Agency</u> pursuant to subsection (1)(c) for each county that challenges the certified amount by filing a petition <u>pursuant to subsection (1)(b)</u> by <u>September 1, 2012</u>.

2. 85 percent of the amount provided in subsection (1)(a) minus amounts <u>credited to the</u> <u>counties and/or</u> paid <u>and received by the Agency</u> pursuant to section (1)(c) for each county that does not challenge the certified amount <u>by filing a petition pursuant to subsection (1)(b)</u> by <u>September 1, 2012</u>.

(2) Prospective Bills. This paragraph applies to the monthly amount of each county's contribution to Medicaid as required in section 409.915, F.S. <u>The monthly bills will be rendered</u> to the counties no later than the second business day of the month.

(a) Certification

1. For all certifications prior to June 1, 2013, the Agency will certify to the Department of Revenue by the 7th day of each month the amount of the monthly bill rendered one month prior less any amounts as provided in subsections (2)(b) and (2)(c).

2. For the June, 2013 certification, the Agency will certify to the Department of Revenue the amount of the monthly bills rendered in May, 2013 and June, 2013 <u>less any amounts credited to a county pursuant to subsection (2)(b)</u>.

3. Beginning July 1, 2013, the Agency will certify to the Department of Revenue by the 7th day of each month the amount of the monthly bill rendered that month less any amounts as provided in subsection (2)(b).

COMPOSITE EXHIBIT 4

4. If the 7th day of the month falls on a weekend or holiday, certification will be completed on the first business day following the 7th day of the month.

5. If the Department of Revenue determines there are insufficient funds to pay a county's monthly certified amount, the Department will notify the Agency of the amount still owed, and the Agency will send an invoice to the affected county <u>within two months of receiving the</u> <u>Department's notice</u>. The county shall pay the invoice within 60 days of receipt. The balance on any invoice that remains unpaid after 60 days will be re-certified to the Department of Revenue in subsequent months until paid in full.

(b) Payments

Each county may choose to submit payment in the form of a check or wire transfer to the Agency. Such payment must be received by 5:00 p.m. Eastern Standard Time two business days prior to the date of certification.

(c) Refund Requests

1. Advanced-Refund Request

a. No later than the last business day of each billing month, each county may request an advanced refund request through the county billing portal for those claims on the <u>same</u> monthly billing that the county disputes. If the request is <u>less than or equal to the amount of the county's highest monthly dispute rate</u> reasonable, the Agency will stay certification <u>of the amount requested in the for the</u> advanced refund request.

b. Refund requests resulting in certification amounts stayed will be researched within 60 days by the Agency.

I. Denied refund requests will be certified to the county on a subsequent bill <u>no later than 45</u> <u>days from the completion of Agency research</u>.

II. Bills for which a refund request is granted on the basis that the bill should have been submitted to a different county will be transferred and certified to the appropriate county on a subsequent bill <u>no later than 45 days from the completion of Agency research</u>.

c. A county does not waive any right to paragraph (c)2., Back End Refund Request, by making an advanced refund request.

d. Except for sub-paragraph 1.b, , subsection paragraph 1. sShall expire on April 30, 2013.

2. Back End Refund Request

a. Each county may request a back end refund request <u>noNo</u> later than <u>60 days from the date</u> <u>of certification of the monthly bill for which the back end refund request is being requested</u> the last business day of the month following the bill issuance, each county may request a back end refund request.

b. Back end refund requests must be in writing and must include the reason and documentation for the request, and be received by the agency by the last business day of the month in which that bill was certified.

c. Within <u>960</u> days of receipt of the <u>certification request</u>, the Agency will notify the county whether the request is granted, either in part or in whole. If any portion of the request is denied, the agency will provide information as to the reasons for the denial. If any portion of the refund request is granted, the refund will be in the form of a credit notification to the Department of Revenue, or a credit applied to a subsequent bill, within 60 days of the Agency's <u>decision</u>. Approved refunds that should have been billed to a different county, will be

COMPOSITE EXHIBIT 4

transferred to the appropriate county on a subsequent bill<u>, within 60 days of the Agency's</u> <u>decision</u>.

(d) Receipts

1. The Agency will provide each county a monthly receipt of amounts billed, amounts paid and amounts certified to the Department of Revenue.

2. The Agency will provide each county a monthly receipt of action taken on Advance Refund Requests.

Actions taken include:

a. ARR Denied – Advance Refund Request Denied and the claim will appear on a subsequent bill with a status of ARR Denied;

b. ARR Transferred Out – Advance Refund Request Transferred Out and the claim will be transferred to a different county than the county requesting Advanced Refund;

c. Adjusted and closed.

3. The Agency will provide each county a written receipt approving or denying each Back End Refund Request.

a. Approved Back End Refund Requests will be credited to a future bill.

b. Denied Back End Refund Request will state the reason for denial.

Rulemaking Authority 409.919 FS. Law Implemented 409.915 FS. History-New _____

Notice of Change/Withdrawal

AGENCY FOR HEALTH CARE ADMINISTRATION Medicaid RULE NO.: RULE TITLE:

<u>59G-1.020</u>: Definition of County of Residence

NOTICE OF CHANGE

Notice is hereby given that the following changes have been made to the proposed rule in accordance with subparagraph 120.54(3)(d)1., F.S., published in Vol. 38 No. 26, June 29, 2012 issue of the Florida Administrative Weekly.

The following changes have been made to the proposed rule.

THE FULL TEXT OF THE PROPOSED RULE IS:

59G-1.020 Definition of County of Residence.

For the purpose of county financial participation in the Medicaid Program, the county of residence for inpatient hospital care and nursing home care is determined by the recipient's address information contained in the federally approved Medicaid eligibility system.

(1) For hospital claims, whether through fee-for-service or managed care, the address is based on the

current living or residential address, with the exception of when the resident lives in a nursing home. When an <u>recipient</u> individual lives in a nursing home, the address is based on the prior address.

(2) For nursing home claims, whether through fee-for-service or managed care, the address is based on the prior address, except when an-<u>recipient</u> individual is admitted to a nursing home directly from a place of residence outside of the State of Florida. If the <u>recipient</u> individual is admitted to a nursing home from another state, the nursing home address will be used for county billing purposes.

COMPOSITE EXHIBIT 4

(3) Since address information for children in custody <u>of the Department of Children and</u> <u>Families</u> is unavailable, counties are not responsible for these payments.

(1) A person is considered to be residing in a county when they establish or maintain a physical living arrangement, outside of a medical facility, which they or someone responsible for them, consider to be home. A visit to another county does not make a person a resident of that county, nor does a planned temporary living arrangement prior to admission in a medical facility. Except in unusual situations related to an extended visit, it makes no difference how long a person has been physically located in the county if they maintain a primary residence in another county, and intend to return to that county. In all instances the person's intent to reside in a county is the determining factor, regardless of the length of time involved.

(2) When an applicant has been admitted to a nursing home directly from a place of residence outside of the State of Florida, so that no Florida residency has been established, the certified county of residency will be considered as that county in which the nursing home is located.

(3) In situations that are not clear cut, or otherwise unusually complicated, the determination of residency should be made on the basis of the preponderance of evidence. If a decision is not possible on this basis, the case should be referred to the Office of Social and Economic Services for determination.

Rulemaking Authority 409.919 FS. Law Implemented 409.915 FS. History–New 1-1-77, Formerly 10C-7.31, 10C-7.031, Amended ______.

COMPOSITE EXHIBIT 4

__, 2012

Stuart Williams, Esquire General Counsel State of Florida Agency for Healthcare Administration 2727 Mahan Drive, Mail Stop #3 Tallahassee, Florida 32308 Email: stuart.williams@ahca.myflorida.com Joseph C. Mellichamp, III, Esquire Chief Assistant Attorney General Florida Office of the Attorney General Revenue Litigation Bureau 400 S. Monroe Street, # PL-01 Tallahassee, Florida 32399 Email: joe.mellichamp@myfloridalegal.com

Re: Notification and Waiver by Non-Plaintiff County

Dear Mr. Williams & Mr. Mellichamp:

The purpose of this letter is to provide notification to the Agency for Healthcare Administration (the "Agency") and the Florida Department of Revenue (the "Department") that [____] County (the "County") intends to take advantage of those provisions available to a "non-plaintiff county" as set forth in paragraphs 3, 7 and 10 of that **Stipulation Providing for Dismissal of Some Parties and Abatement of Case for Remaining Parties** (the "Stipulation") entered into in the case of *Alachua County; et al. vs. Elizabeth Dudek, et al.*, Case No. 2012-CA-1328 in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida (the "Lawsuit").

As you may know the County did not join in the Lawsuit and has not otherwise filed a challenge to that certain legislation (i.e., HB 5301) which was passed in the 2012 Legislative Session and signed into law by the Governor on March 29, 2012.

The County's Board of County Commissioners has authorized me [as Chairman of the Board of County Commissioners or County Administrator/Manager or County Attorney] to provide this notification and to provide a limited waiver of the right of the County individually or in concert with others to make a Circuit Court challenge of HB 5301 on the basis of an alleged violation of the Unfunded Mandate Provision of Art. VII, Sec. 18, Florida Constitution. This notification and waiver is not in any way deemed to affect the ability of the County to challenge the amount of prior unpaid Medicaid billings in a Chapter 120 proceeding (as provided by existing law). Further, the County is not waiving the ability to assert in such 120 challenge or a subsequent Circuit Court Challenge any defenses which it might have, including defenses related to the statute of limitations, laches and equitable estoppel.

cc: Ginger Delegal, General Counsel Florida Association of Counties

___, 2012

Stuart Williams, Esquire General Counsel State of Florida Agency for Healthcare Administration 2727 Mahan Drive, Mail Stop #3 Tallahassee, Florida 32308 Email: stuart.williams@ahca.myflorida.com

Re: Verified Stipulation

Joseph C. Mellichamp, III, Esquire Chief Assistant Attorney General Florida Office of the Attorney General Revenue Litigation Bureau 400 S. Monroe Street, # PL-01 Tallahassee, Florida 32399 Email: joe.mellichamp@myfloridalegal.com

Dear Mr. Williams & Mr. Mellichamp:

The purpose of this letter is to verify that [____] County (the "County") has elected to take the Settlement Option provided in paragraph 3 of the **Stipulation Providing for Dismissal of Same Parties and Abatement of Case for Remaining Parties** filed in *Alachua County, Florida et al v. Elizabeth Dudek et al;* Case No.: 2012-CA-1328 in the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida. The County's election to take this option was made by [Resolution, Motion or Delegation to the County Attorney].

[If by Resolution or Motion, attach verified copies to letter, if possible.]

[If by Delegation to County Attorney, indicate that the Board of County Commissioners has provided parameters for settlement of this case and has authorized the undersigned to settle on behalf of the County.]

cc: Ginger Delegal, General Counsel Florida Association of Counties



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

10.1.

AI-3197County Attorney's ReportBCC Regular MeetingMeeting Date:09/17/2012Issue:Deepwater Horizon/BP Oil Spill - Pending Economic ClaimsFrom:Alison P. Rogers, County AttorneyOrganization:County Attorney's OfficeCAO Approval:

RECOMMENDATION:

Recommendation Concerning Information Regarding Deepwater Horizon Economic Class Member Opt-Out

That the Board accept the attached information concerning the executed Economic Class Member Opt-Out form.

INFORMATION REPORT:

Attached is a letter from outside counsel concerning the current status of Escambia County's claims against BP and the executed opt-out form. The filing of this form will not prejudice Escambia County's excluded claims.

Attachments

Economic Class Member Opt-Out



AMANDA S. BARR BRIAN H. BARR M. ROBERT BLANCHARD BRANDON L. BOGLE WESLEY A. BOWDEN VIRGINIA M. BUCHANAN WILLIAM E CASH III MEREDITH R. DURHAM (LICENSED ONLY IN LA) RACHAEL R. GILMER JAMES L. KAUFFMAN

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OF COUNSEL ROBERT F. KENNEDY, IR. (LICENSED ONLY IN NEW YORK)

BEN W CORDON IR GERALD A. McGILL

LEFFERTS L. MABIE, IR. (1925-1996) D.L. MIDDLEBROOKS (1926-1997) DAVID H. LEVIN (1928-2002) STANLEY B. LEVIN (1938-2009)

August 24, 2012

COUNTY ATTORNEYS OFFICE

29 AUG2012

PM10:32

Via Certified Mail

Ms. Alison Rogers 221 Palafox Place, 4th Floor, Room 430 Pensacola, FL 32502

> Re: Escambia County 136270

Dear Ms. Rogers:

We are sending this letter to you in order to confirm the current status of your pending economic claims related to the BP Oil Spill. Since your claim is excluded from the settlement based upon the fact that your claim is for a governmental entity, we will be evaluating your claim to determine whether or not it would be in your interest to pursue litigation outside the terms of the settlement.

Although opt-out forms do not need to be filed for excluded claims, there could be a difference in the interpretation of whether your claim is classified as an excluded claim. Therefore, to avoid any uncertainty, we are recommending that you sign and return the enclosed opt-out form to our office as soon as possible. This form must be filed no later than Oct. 1, 2012. The filing of this form will not prejudice your excluded claims.

We appreciate your patience as we continue to evaluate your claim. If you have any questions about this matter, or whether you should be included in class settlement, please give us a call.

Very truly yours.

Mark J. Proctor President

MJP/lm

Date: 8/29/2012

Deepwater Horizon Court-Supervised Settlement Program Exclusions Department P.O. Box 222 Hammond, LA 70404-0222

Economic Class Member Opt- Out

I wish to be excluded from the Economic Class.

Name: Alison P. Rogers, Escambia County Attorney

Business Name (if applicable): ______ Escambia County Board of County Commissioners

Business Federal Tax ID Number: _____59-6000598

Address: 221 Palafox Place, Ste. 430

Pensacola, Florida 32502

Phone Number: _	(850) 5	95-4970	 	· · · · · · · · · · · · · · · · · · ·
Signature:	$\sum_{\boldsymbol{\ell}}$	R	 	

Ms. Alison Rogers 221 Palafox Place, 4th Floor, Room 430 Pensacola, FL 32502 Escambia County 136270



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3196	County Attorney's Report 10. 2.
BCC Regular M	eeting
Meeting Date:	09/17/2012
Issue:	Miami Dade Co., et al. v. Department of Juvenile Justice - DOAH Consolidated Case No. 10-1893
From:	Charles V. Peppler, Deputy County Attorney
Organization:	County Attorney's Office
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Information Regarding Miami Dade Co., et al. v. Department of Juvenile Justice - DOAH Consolidated Case No. 10-1893

That the Board accept the following information concerning *Miami Dade Co., et al. v. Department of Juvenile Justice* - DOAH Consolidated Case No. 10-1893.

INFORMATION REPORT:

Escambia County together with eleven other counties participated in an administrative hearing conducted by the Division of Administrative Hearings challenging the Department of Juvenile Justice's (DJJ) annual reconciliation of those monies which each county is required to contribute to the DJJ trust fund to pay for pre-disposition secure detention costs of juveniles accused of criminal violations. For the fiscal year 2008-2009, the County had paid \$2,701,940.00 for its share of costs of providing secure detention for juveniles claiming their residence in Escambia County. According to the annual reconciliation dated December 7, 2009, prepared by DJJ, Escambia County was entitled to a \$811,728.80 credit to reduce what it had previously paid into the trust fund to the sum of \$1,890,211.00.

However, DJJ in March 2010 reduced the credit of \$811,728.80 taken by Escambia County by \$51,472.02, based on adjusting other counties' obligations under the secure detention cost-sharing statutory scheme. Escambia County challenged the reduction of its credit together with eleven other counties who either were billed additional costs or saw their credits reduced. After several months of extensive deposition testimony and exchange of documents, a three day hearing was held between August 15 and 18, 2011, before Administrative Law Judge (ALJ) Lawrence P. Stevenson. ALJ Stevenson submitted a 97-page recommended order to DJJ dated August 22, 2012.

In brief, ALJ Stevenson preserved the original credit of \$811,728.80 given to Escambia County by DJJ. Other counties received different treatment ranging from allowing them to keep the credits originally given them to requiring the DJJ to recalculate their obligations for pre-disposition secure detention according to the actual costs of secure detention, rather than a percentage of costs to be shared among the counties. ALJ Stevenson did not determine how DJJ is to calculate actual costs so the method is left up to DJJ. Because it is unknown how DJJ would calculate actual costs, Escambia County would be better served keeping its original credit than to allow DJJ to recalculate what Escambia County might owe using a different, untried methodology.

The recommended order will have to be submitted to the Secretary of DJJ for adoption or rejection. Should the Secretary of DJJ reject the preservation of the entire credit taken by Escambia County, then this Board will have to consider whether to bring further review proceedings. This office will monitor the progress of this case and inform the Board as to whether the recommended order of ALJ Stevenson has been adopted by the Secretary so that the Board may consider its options in the event of partial or total rejection by DJJ.