

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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – October 17, 2013 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Presentations:

A. Recognition of the following individuals for their dedicated service as the Board of County Commissioners' appointees to the West Florida Public Library Board of Trustees:

- Dr. Neil Carter Davis, September 9, 2009 - September 30, 2013
- Alexa Canady, M.D., August 16, 2007 - September 30, 2013
- Frances Yeo, February 18, 2010 - September 30, 2013

B. Recognition of the following individuals for their dedicated service as appointees to the West Florida Regional Library Blue Ribbon Task Force Committee:

- LisaMarie Bartusik, Commissioner Wilson B. Robertson's appointee, August 1, 2012 - July 31, 2013
- D. Auriette Hahn Lindsey, Commissioner Gene M. Valentino's appointee, November 1, 2012 - July 31, 2013
- Robin Reshard, Commissioner Lumon J. May's appointee, August 1, 2012 - July 31, 2013
- Rodney L. Kendig, Commissioner Grover C. Robinson, IV's appointee, November 1, 2012 - July 31, 2013
- Ruth Gordon, Commissioner Steven L. Barry's appointee, August 1, 2012 - July 31, 2013

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation proclaiming October 30, 2013, to be "Daughters of the Nile Day" in Escambia County, congratulating the Daughters of the Nile international fraternal organization on its 100th Anniversary, and commending the members for their service to the community; and

B. Ratify the Proclamation declaring October 4th, 2013, as "Florida Manufacturing Day" and urging all citizens to join in recognizing the value of our manufacturers and the importance they serve in our county, region, state, and the nation.

8. Special Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Kay Brown, 4-H Program Leader, Extension Service, Community & Environment Department, for her dedication in 30 years of service to Escambia County.

9. Retirement Proclamations.

Recommendation: That the Board adopt the following two Retirement Proclamations:

A. The Proclamation commending and congratulating Patricia M. Knight, Customer Service Technician, Development Services Department, on her retirement after 20 years of service; and

B. The Proclamation commending and congratulating Catherine E. Venable, Equipment Operator III, Public Works Department, on her retirement after 8 years of service.

10. Written Communication.

September 24, 2013, communication from Anthony Sessa, ReMax Horizons Realty, requesting the Board forgive a Code Enforcement Lien attached to property located at 1024 Antigua Drive.

Recommendation: That the Board review and consider lien relief request made by Anthony Sessa against property located at 1024 Antigua Drive.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

11. Did the Clerk's Office receive the proof of publication for the Board's Weekly Meeting Schedule?

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

12. Recommendation: The Committee of the Whole (C/W), at the October 10, 2013, C/W Workshop, recommends that the Board take the following action:

A. Adopt, and authorize the Chairman to sign, pending Legal sign-off, the following two Resolutions imposing truck prohibitions (Item 10):

(1) The Resolution imposing a truck prohibition on Crabtree Church Road, from Highway 97 to Sunshine Hill Road; and

(2) The Resolution imposing a truck prohibition on Highway 95A, from Highway 97 to Highway 29; and

B. Approve, in the Board's Legislative initiatives, to request a local bill to address the reunification of collection and disposal of solid waste back fully under the County, and that the bill include an affirmative statement that only the County has the right to disposal (Item 11).

13. 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

I. Consent Agenda

1. Recommendation Concerning Acceptance of Reports Prepared by the Clerk and Comptroller's Finance Department

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

A. Tourist Development Tax Collections Data for August 2013 returns received in the month of September 2013; this is the twelfth month of collections for Fiscal Year 2012-2013; total collected for the August 2013 returns was \$848,678.33; this is a 19.46% increase over the August 2012 returns; total collections year to date are 9.05% higher than the comparable time frame in Fiscal Year 2011-2012; and

B. The Investment Report for the month ended September 30, 2013, as required by Ordinance Number 95-13.

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

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

A. The October 2, 2013, letter from Sherry Morris, Planning and Services Administrator, City of Pensacola, and a certified copy of Ordinance No. 22-13, entitled *"An Ordinance incorporating a certain area contiguous and adjacent to the City of Pensacola into the City of Pensacola, and declaring said area to be a part of the City of Pensacola; repealing clause, and providing an effective date,"* relative to the annexation of 712 Underwood Avenue, Apartments 900A-900L, 901A-901N, and 902A-902L, as adopted by the Pensacola City Council on September 26, 2013, and received in the Clerk to the Board's Office on October 3, 2013;

B. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by Tropical Storm Karen, effective

for seven (7) days beginning 12:00 p.m., central time, October 4, 2013, as declared by Gene M. Valentino, Chairman, Board of County Commissioners, and transmitted to the Secretary of State, via FedEx, on October 4, 2013; and

C. A copy of *Resolution No. 781, Adoption of Fiscal Year 2013-2014 Budget*, and a copy of the *Northwest Florida Water Management District Proposed Tentative Fiscal Year 2013-2014 Budget by Fund*, as provided by N. Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on October 7, 2013.

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

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

A. Approve the Minutes of the Regular Board Meeting held October 3, 2013; and

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 3, 2013.

GROWTH MANAGEMENT REPORT

I. Action Item

1. Recommendation Concerning Final Plat Weaver's Run Permit #07110646

That the Board take the following actions concerning recording of the Final Plat of Weaver's Run, (a 74 lot single family residential subdivision), located in the Hurst Hammock Community on Beulah Road, lying south of U.S. Highway 90 (Mobile Hwy). Owned and developed by Weaver's Run, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Bureau Chief and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Briar's Way, Jewt Lane, Farmers Road and Milynn Way";

C. Accept all public easements, drainage improvements within public easements/public parcels and Parcel "A" (1.82 acre dry retention pond), as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Surplus and Donation of County-owned Dental Equipment Held by the Florida Department of Health in Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and donation of County-owned dental equipment held by the Florida Department of Health in Escambia County:

A. Declare surplus the County-owned equipment held by the Florida Department of Health in Escambia County for dental services listed on the provided exhibits; and

B. Adopt the Resolution donating this equipment to the Escambia Community Clinics, Inc.

2. Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on November 7, 2013, at 5:31 p.m., concerning re-budgeting ongoing Grant and project funding that will amend the Fiscal Year 2013/2014 Budget and appropriate these funds for those related ongoing Grants and projects.

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

That the Board approve the two Requests for Disposition of Property Forms for the Tax Collector's Office for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The items listed on one of the Forms have been found to be of no further usefulness to the County; thus, it is requested that the items be auctioned as surplus or properly disposed of. The items on the other Form are not County property, but belong to the State of Florida. The County property ID tags should be removed, and the items should be deleted from the Tax Collector's inventory.

4. Recommendation Concerning the Request for Disposition of Property for the Development Services Department - Horace L. Jones, Interim Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department for property described and listed on the Disposition Form, which is to be disposed of since it is not cost efficient to repair and is unusable for the Board of County Commissioners.

5. Recommendation Concerning a Memorandum of Understanding for Provision of Certain Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Memorandum of Understanding between Escambia County and Fire and Emergency Services Gulf Coast for the Provision of Certain Clinical Training:

A. Approve the Memorandum of Understanding (MOU) to allow the provision of clinical training experiences required for emergency medical technician (EMT) certification, under the auspices of Escambia County Emergency Medical Services (EMS), for selected Fire and Emergency Services Gulf Coast (FESGC) trainees; and

B. Authorize the Chairman to sign the MOU.

6. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 16, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the September 16, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

7. Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of Court & Comptroller - Pam Childers, Clerk of the Circuit Court

That the Board approve the Request for Disposition of Property Form for the Office of the Clerk & Comptroller, for property which is to be auctioned/disposed of, all which is described and listed on the form with the Agency and reason stated.

8. Recommendation Concerning a Reappointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the reappointment of Rebecca "Becky" Decesare (previously Rebecca "Becky" Camarillo), General Manager, Springhill Suites Marriott, to the Workforce Escarosa, Inc., Board of Directors as a private sector representative for a second three-year term, per the end date of her previous appointment, with the term of appointment to be effective October 7, 2013, through October 6, 2016.

9. Recommendation Concerning an Appointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Russell B. Branch, Director of Training and Safety, Lakeview Center, Inc., to the Workforce Escarosa, Inc., Board of Directors, as a disabled population representative for a three-year term, effective October 17, 2013, through October 16, 2016.

10. Recommendation Concerning an Amendment to the Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the amendment to the Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy, (Section III, Part H.3) to include re-recording older Code Enforcement Liens for an additional ten years if needed, and to hold the property owner responsible for legal fees once the foreclosure process has begun.

11. Recommendation Concerning the West Florida Public Library Board of Trustees - Darlene Howell, Library Administrator

That the Board accept for filing with the Board's Minutes, the City of Pensacola's Ordinance No. 23-13, passed September 26, 2013, which repealed Sections 2-4-36 through 2-4-39 of the Code of the City of Pensacola, Florida, and provided for the elimination of the West Florida Public Library as a Department of the City and the West Florida Public Library Advisory Board, a/k/a West Florida Public Library Board of Trustees. The Ordinance provided for severability and repealed the clause; providing for an effective date of midnight, September 30, 2013.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #004 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #004, Other Grants and Projects Fund (110) in the amount of \$192,974, to recognize proceeds from various law enforcement Grants, and to appropriate these funds for jail mental health, violent crime with fire arms initiative, and increased law enforcement (overtime) with the Escambia County Sheriff's Department.

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

That the Board approve Budget Amendment #006, Property Appraiser, General Fund (001) in the amount of \$3,897, to cover a Florida Department of Revenue (FDOR) amendment for an increase to the Property Appraiser's Budget for Fiscal Year 2013-2014.

3. Recommendation Concerning Supplemental Budget Amendment #007 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #007, Other Grants and Projects Fund (110) in the amount of \$1,177 to recognize additional Grant funds for the Supplemental Nutrition Assistance Program (SNAP), and to appropriate these funds to assist with employment and training services for individuals receiving food stamps associated with this Program.

4. Recommendation Concerning Supplemental Budget Amendment #008- Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #008, Other Grants and Projects Fund (110) in the amount of \$8,228, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Hazardous Materials Planning and Prevention Program Grant, and to appropriate these funds for updating the Hazardous Materials Facility Analysis Data.

5. Recommendation Concerning Supplemental Budget Amendment #010 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #010, Internal Service Fund (501) in the amount of \$5,978,000, to recognize additional revenues to be added to the Internal Service Fund for Library and Jail employees for budgeted life and health care and to appropriate these funds for County Blue Cross and Blue Shield (BC/BS) and Delta Dental Insurance premiums for Fiscal Year 2013/2014.

6. Recommendation Concerning Allocation of Local Option Sales Tax Funds for the Upgrade and Reconfiguration of the Stage Power at Casino Beach - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the allocation of \$30,000 from District Four's remaining discretionary funds for the upgrade and reconfiguration of the stage power at Casino Beach.

In the original allocations of the Local Option Sales Tax III proceeds each Commission District was allotted \$5,000,000 for discretionary Projects as defined by the District Commissioner. The District Four Commissioner wishes to allocate \$30,000 to upgrade and reconfigure the stage power at the Pavilion on Pensacola Beach.

7. Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and the Escambia-Pensacola Human Relations Commission - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Escambia-Pensacola Human Relations Commission:

A. Approve the State of Florida, County of Escambia, Miscellaneous Appropriations Agreement between Escambia County and Escambia-Pensacola Human Relations Commission, in the amount of \$84,265, to be paid from the General Fund (001), Cost Center 110201, Account 58204;

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

C. Authorize the approval of the necessary Purchase Order.

8. Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and St. Michael's Cemetery Foundation of Pensacola, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the State of Florida, County of Escambia, Miscellaneous Appropriations Agreement between Escambia County and St. Michael's Cemetery Foundation of Pensacola, Inc.:

A. Approve the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement, in the amount of \$25,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105, Account 58201;

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

C. Authorize the approval of the necessary Purchase Order.

9. Recommendation Concerning Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Century Area Chamber of Commerce - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Century Area Chamber of Commerce:

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

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

C. Authorize the approval of the necessary Purchase Order.

10. Recommendation Concerning the New Building and Parking Expansion for Morris Court - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract for the New Building and Parking Expansion for Morris Court, PD 12-13.061, to R.D. Ward Construction Co., Inc., in the amount of \$300,000.

[Funding: Fund 129/NSP, Cost Center 220507, Object Code 58301, \$98,535.35; Fund 124/Housing, Cost Center 220406, Object Code 58301, \$201,464.65]

11. Recommendation Concerning the Purchase of Personal Protective Equipment for Escambia County Fire Rescue - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the purchase of personal protective equipment for Escambia County Fire Rescue:

A. Authorize the County to piggyback off of the Orange County Term Contract NO.Y12-1086F, Fire Rescue and Hazmat Supplies and Equipment, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44; Applications; Exemptions; and Section 46-64, Board approval; and

B. Approve the issuance of a Purchase Order to Fisher Scientific Company, LLC, (061420), in an amount up to \$250,000 for this purpose.

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Department Paid, Object Code 55201, Operating Supplies]

12. Recommendation Concerning the Underground Electric Construction by Gulf Power Company for an Electric Power Isolation Project for the Public Safety Communications Tower - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning underground electric construction by Gulf Power Company for isolation of electric power to the Public Safety communications tower located on "W" Street:

A. Approve granting an Underground Distribution Easement to Gulf Power Company for a ten foot strip of land lying five feet on each side of the centerline of the electrical facilities as installed and/or to be installed as shown in Exhibit "A" on the property described in Exhibit "B," provided in the Distribution Easement;

B. Approve the Gulf Power Company Agreement for Underground Electric Construction by the Utility, Form 8, to supply and install all primary, secondary, and service trench, duct, and cable for the purpose of supplying electric service to the Public Safety microwave (communications) tower and equipment, in the amount of \$8,215; and

C. Authorize the Chairman to execute the Distribution Easement and the Agreement.

[Funding Source: Fund 001, General Fund, Cost Center 330403, Communications]

13. Recommendation Concerning an Upgrade to the County's E-911 System - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning an upgrade to the County's E-911 System:

A. Rescind Item B of the action taken by the Board in its meeting held September 16, 2013, approving a five-year Agreement (three-year initial term, with two one-year renewal options) with AT&T for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, and authorizing the Chairman to sign the Agreement, pending Legal sign-off;

B. Approve the Special Service Arrangement Agreement (three-year initial term, with two one-year renewal options, with no provision for termination for the initial term), Case Number FL13-1879-01, with Bellsouth Telecommunications, LLC, d/b/a AT&T Florida, for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, in the amount of \$692,260.98; and

C. Authorize the Chairman to sign the Agreement.

[Funding Source: Fund 145 E-911 Operations Fund, Cost Center 330404, E-911 Communications]

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

That the Board take the following action regarding the replacement State-Funded Subgrant Agreement, Contract Number 14-CP-11-01-27-01-XXX, CSFA 31.067:

A. Approve the replacement State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount of \$13,046, to update the Hazardous Materials Facility Analysis Data, for the period of July 1, 2013, through June 30, 2014; and

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

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

15. Recommendation Concerning Approval to Issue Fiscal Year 2013-2014 Purchase Orders Totaling \$50,000 or Greater for the Human Resources Department - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the issuance of Fiscal Year 2013-2014 Purchase Orders and/or Blanket Purchase Orders totaling \$50,000 or greater for the Human Resources Department, from previously awarded or approved annual requirement Contracts or Contractual Agreements, as provided.

16. Recommendation Concerning the Contract with Workforce Escarosa, Inc., for the Supplemental Nutrition Assistance Program - Marilyn Wesley, Community Affairs Department Director

That the Board take the following action concerning the Supplemental Nutrition Assistance Program (SNAP) Contract, SNAP #2013-2014-01:

A. Approve the Contract between Workforce Escarosa, Inc., and the Escambia County Board of County Commissioners for SNAP, SNAP #2013-2014-01, for the period of October 1, 2013, through September 30, 2014, in the amount of \$50,972; and

B. Authorize the Chairman to sign the Contract and any subsequent non-monetary related documents, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

17. Recommendation Concerning Approval of the Fiscal Year 2013-2014 Workforce Escarosa, Inc., Budget - Marilyn Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Workforce Escarosa, Inc., Budget for Fiscal Year 2013-2014, subject to Legal sign-off.

18. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1311 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1311 Poppy Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Emily Sahlin, the owner of residential property located at 1311 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$897, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

19. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 126 Rue Max Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 126 Rue Max Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Patrick D. Pinney, the owner of residential property located at 126 Rue Max Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,187, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

20. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 216 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 216 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sean Christiansen, the owner of residential property located at 216 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,042, representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, 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.

21. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 207 Henry Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 207 Henry Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Deborah Brock, the owner of residential property located at 207 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$882, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

22. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 201 Donald Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 201 Donald Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kara Love, the owner of residential property located at 201 Donald Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,262 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to connect 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.

23. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 1611 North Pace Boulevard - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, 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 Program Funding and Lien Agreements for the property located at 1611 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and L & L Fresh Seafood, Inc., the owner of commercial property located at 1611 North Pace Boulevard, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for building an asphalt parking lot; and

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

24. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 104 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 104 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Thanh-Ha T. Tran, the owner of residential property located at 104 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$974 representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, 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.

25. Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1611 North Pace Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and L & L Fresh Seafood, Inc., the owner of commercial property located at 1611 North Pace Boulevard, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$2,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing an existing commercial sign; and

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

26. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1306 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1306 Wisteria Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Jose C. Reyes, the owner of residential property located at 1306 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,275, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

27. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 119 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 119 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Terrence K. Denny, the owner of residential property located at 119 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,962, representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, 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.

28. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 22 Ruberia Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 22 Ruberia Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edward A. Scheper, III, the owner of residential property located at 22 Ruberia Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,842, representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, 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.

29. Recommendation Concerning Approval of the Fiscal Year 2013-2014 Contractual Services Agreement for the Mosquito Control Division - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013-2014 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #020264, for Mosquito Control:

A. Approve the annual Contractual Services Agreement, with an effective date of October 1, 2013, through September 30, 2014, in the amount of \$29,456; and

B. Authorize the Chairman to sign the annual Contractual Services Agreement.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds]

30. Recommendation Concerning a Change Order to Fabre Engineering & Surveying, Inc. for the Lexington Terrace Stormwater Retrofit Project - Keith Wilkins, Community & Environment Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order #3, for construction administration and construction monitoring services related to construction of the Lexington Terrace Stormwater Retrofit Project:

Department:	Community & Environment
Division:	NEFI
Type:	Addition
Amount:	\$3,709
Vendor:	Fabre Engineering & Surveying, Inc.
Project Name:	Lexington Terrace Stormwater Retrofit Project
Contract:	PD 11-12.057
PO #:	110836
CO #:	3
Cost Center for CO:	220410 (Fund 129/CDBG)
Original Award Amount:	\$49,394
Cumulative Amount of Change Orders through CO #3:	\$4,259
New Contract Total:	\$53,653

[Funding Source: Fund 129, CDBG, Cost Centers: 220410, 220555 & 221403]

31. Recommendation Concerning 2012 Community Development Block Grant Program Fire Protection Improvements Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2012 Community Development Block Grant (CDBG) Fire Protection Improvements Project:

A. Approve the Interlocal Agreement with the Emerald Coast Utilities Authority (ECUA), in the amount of \$120,000, providing for the completion of the Fire Protection Improvements Project (2012), including installation of fire hydrants and associated water main upgrades, primarily within Census Tracts 28.03 and 29; and

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

[Funding: Fund 129/2012 CDBG, Cost Center 220404]

32. Recommendation Concerning the 2013 Emergency Solutions Grant Agreement with Catholic Charities of Northwest Florida, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the 2013 Agreement Direct Service Delivery and Case Management Services Emergency Solutions Grant (ESG) with Catholic Charities of Northwest Florida, Inc. (Catholic Charities):

A. Approve an Agreement with Catholic Charities of Northwest Florida, Inc., providing 2013 Emergency Solutions Grant support, in the amount of \$26,037, for direct service delivery and case management services to ESG eligible clients in Escambia County; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related forms or documents as may be required to fully implement the Agreement.

[Funding: Fund 110, Emergency Solutions Grant (ESG), Cost Center 220561]

33. Recommendation Concerning the BP Promotional Fund Grant Agreement Relating to the Gulf Tourism and Seafood Promotional Fund - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the BP Promotional Fund Grant Agreement (Cost Center and Fund Account to be established by the Office of Management and Budget):

A. Accept the BP Promotional Fund Grant Award, in the amount of \$171,150, and the Gulf Tourism and Seafood Promotion Fund Announcement and Application Narrative detailing the utilization of Grant funds for the period September 2, 2013, to December 31, 2014, for the Naturally EscaRosa Trail Project;

B. Approve entering into the BP Promotional Fund Grant Agreement with Patrick Juneau, as Trustee and Claims Administrator of the Court Supervised Settlement Program, relating to the Gulf Tourism and Seafood Promotional Fund for the purpose of the University of Florida IFAS (Institute of Food and Agricultural Sciences) Extension to expand the promotion of the Naturally EscaRosa Trail;

C. Authorize the Chairman to sign the BP Promotional Fund Grant Agreement; and

D. Authorize the Interim County Administrator, or his designee, to sign any documents relating to the implementation of the BP Promotional Fund Grant.

[There is no budgetary commitment on behalf of the County. The Grant amount awarded is \$171,150 for the period September 2, 2013, through December 31, 2014. Of the Grant award, \$136,920 will be paid after signing and processing of the Agreement, and \$34,230 upon receipt and approval of the final report and submission of all of the deliverables. Department staff to coordinate with the Office of Management and Budget to establish a Cost Center and Fund Account relating to the Grant]

34. Recommendation Concerning Amending the Board's Action of August 20, 2013, to Revise the Pricing Sheet of the Software Maintenance and Support Agreement by SmartCOP, Inc. - George Touart, Interim County Administrator

That the Board amend its action of August 20, 2013, to revise the pricing sheet (Schedule I [Appendix I]) of the Software Maintenance and Support Agreement by SmartCOP, Inc. (Consolidated Technology Solutions and CTS America), and Escambia County Board of County Commissioners, in the "Annual Maintenance Fee" Section, from "Maintenance Fees increase 3% annually" to "Maintenance Fees will increase each year after the first payment based on the previous year CPI."

On August 20, 2013, the Board approved two Agreements by SmartCOP, Inc. (Consolidated Technology Solutions and CTS America), for the use of the SmartJail (Jail Management) and SmartADMIN (Administrative Modules), which are necessary for the continued operation of the Escambia County Jail.

After the Board approved the Agreements, a change was made on the pricing sheet (Schedule I [Appendix I]) of the Software Maintenance and Support Agreement. The change is under the Annual Maintenance Fee section from "Maintenance Fees increase 3% annually" to "Maintenance Fees will increase each year after the first payment based on the previous year CPI."

35. Recommendation Concerning a Xerox Copier Lease for the Corrections Department Pre-Trial Release Program - Gordon C. Pike, Corrections Department Director

That the Board award a Purchase Order Agreement for a 24-month Lease Option to Xerox Corporation, for the Correction Department Pre-Trial Release Program, for an annual amount of \$6,000, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 001, General Fund, Corrections Department, Cost Center 290307, Pre-Trial Release Program, Object Code 54401, Rentals and Leases]

36. Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the State of Florida County of Escambia Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service:

A. Approve the City of Pensacola (d/b/a Pensacola Energy) Agreement for Interruptible Natural Gas Service for 2935 North "L" Street, 1200 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Gas Transportation Service, Ordinance No. 28-11); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

37. Recommendation Concerning the Acceptance of an Encroachment Easement on West Fairfield Drive from Racetrac Petroleum, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of an encroachment easement (approximately 197 square feet) on West Fairfield Drive from Racetrac Petroleum, Inc., for an Escambia County Area Transit (ECAT) bus stop shelter:

A. Approve the Encroachment Easement Agreement for the donation of an easement (approximately 197 square feet) on West Fairfield Drive from Racetrac Petroleum, Inc., for an ECAT bus stop shelter;

B. Authorize the payment of documentary stamps, as the easement is being donated for governmental use, which is for the construction of a public bus stop shelter, and the County benefits from the acceptance of this Encroachment Easement Agreement, which enhances the safety and well-being of the citizens of Escambia County by providing a safe and secure public bus stop shelter;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Encroachment Easement Agreement as of the day of delivery of the Encroachment Easement Agreement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's

acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

38. Recommendation Concerning State Road 10 (US 90A - Nine Mile Road) – Transfer Project from Escambia County to the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of the State Road (SR) 10 (US 90A - Nine Mile Road) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

A. Adopt the Resolution supporting the transfer of the SR 10 (US 90A - Nine Mile Road) Project from Escambia County to FDOT and authorizing the Chairman to sign the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida, and the State of Florida Department of Transportation Assignment Agreement, and the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;

B. Approve the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida;

C. Approve the State of Florida Department of Transportation Assignment Agreement; and

D. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Project #218605-2-38-01.

[Funding Source: Fund 352, "LOST III," Cost Center 210107/56301, Project #08EN0165]

39. Recommendation Concerning the Acquisition of Real Property Located at 11790 Mobile Highway from Ricky and Traci Herndon - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase, subject to Legal review and sign-off, between Ricky and Traci Herndon and Escambia County, for the acquisition of real property located at 11790 Mobile Highway.

Board action of September 5, 2013, authorized staff to make an offer of \$346,500 to the Herndons to purchase the two contiguous parcels of property they own at 11790 Mobile Highway. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

[Funding Source: Fund 352, Lost III, Cost Center 220102, NESD Capitol Projects, Object Code 56101, Project 08NE0018, "Boat Ramps"]

40. Recommendation Concerning the Acquisition of Real Property Located on Johnson Avenue from Donald S. and Robbie S. Brantley - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase, subject to Legal review and sign-off, between Donald S. and Robbie S. Brantley and Escambia County, for the acquisition of real property located on Johnson Avenue.

Board action of September 5, 2013, authorized staff to make an offer of \$48,000 to the Brantleys to purchase a parcel of real property (Parcel "B") they own on Johnson Avenue near the intersection of Olive Road and Johnson Avenue. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

[Funding Source: Fund 352, "LOST III," Account 210109/56101/56301, Project 10EN0363]

41. Recommendation Concerning the Issuance of Fiscal Year 2013-2014
Purchase Orders in Excess of \$50,000, for the Parks & Recreation
Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	<p>TESI Staffing and Employee Screening Services, Inc. Vendor Number: 200955 Temporary Labor Services</p> <p>Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350224 (Special Events) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Cost Center: 350231 (Equestrian Center) Amount: \$250,000</p>	\$250,000	PD 11-12.035
B.	<p>Keep Pensacola Beautiful, Inc., DBA Clean & Green Vendor Number: 402053 Other Contractual Services</p> <p>Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$160,000</p>	\$160,000	
C.	<p>Game Time, Inc. Vendor Number: 070316 Park/Playground Improvements</p> <p>Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects)</p>	\$525,000	

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

42. Recommendation Concerning Design Services for OLF-X Property in Santa Rosa County PD 12-13.065 - Amy Lovoy, Management and Budget Services Department Director

THE RECOMMENDATION AND BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Resolution Establishing the Escambia County Disability Awareness Committee.

That the Board take the following action:

- A. Adopt the Resolution establishing the Escambia County Disability Awareness Committee (ECDAC); and
- B. Authorize the Chairman to execute the Resolution.

14. Items added to the agenda.
15. Announcements.
16. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5086

Proclamations 7.

BCC Regular Meeting

Meeting Date: 10/17/2013

Issue: Adoption/Ratification of Proclamations

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation proclaiming October 30, 2013, to be "Daughters of the Nile Day" in Escambia County, congratulating the Daughters of the Nile international fraternal organization on its 100th Anniversary, and commending the members for their service to the community; and

B. Ratify the Proclamation declaring October 4th, 2013, as "Florida Manufacturing Day" and urging all citizens to join in recognizing the value of our manufacturers and the importance they serve in our county, region, state, and the nation.

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, Daughters of the Nile is an international fraternal organization that has prospered as a social and charitable organization since 1913; and

WHEREAS, Daughters of the Nile members now total more than 26,000 in 139 cities throughout the United States and Canada; and

WHEREAS, Daughters of the Nile has a long association with Shriners International and their continuing support of Shriners Hospitals for Children®; and

WHEREAS, Daughters of the Nile contributes over 1.7 million dollars annually to the Shriners Hospitals for Children®; and

WHEREAS, Daughters of the Nile members sew clothing and quilts and provide toys, books, games, and other educational and recreational items, with an annual value well over \$900,000, to the Shriners Hospitals for Children®; and

WHEREAS, to this day, the members of Daughters of the Nile remain true to their vision and give generously of their time and talents to the hospitals by providing more than 150,000 volunteer hours at the Shriners Hospitals for Children®; and

WHEREAS, Daughters of the Nile members are celebrating 100 years of the organization's contribution to society and to the children.

NOW, THEREFORE BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim October 30, 2013, to be

"DAUGHTERS OF THE NILE DAY"

in Escambia County, congratulates the Daughters of the Nile international fraternal organization on its 100th Anniversary, and commends the members for their service to the community.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

*Lumon J. May, Vice Chairman
District Three*

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

Deputy Clerk

Adopted: October 17, 2013

PROCLAMATION

WHEREAS, recognizing October 4, 2013, as Florida Manufacturing Day is an effective way to highlight the importance of manufacturing in our nation's economy, to draw attention to the many rewarding, highly-skilled manufacturing jobs to support and celebrate Florida's manufacturers and school programs that prepare our future workforce; and

WHEREAS, the Northwest Florida Manufacturers Council, the Manufacturing Association of Florida, the Florida Advanced Technological Education Center of Excellence, and the National Association of Manufacturers support manufacturing and manufacturing careers; and

WHEREAS, coordination for Manufacturing Day Student Tours is led by the Northwest Florida Manufacturers Council to raise awareness of young adults about the high-skill, high-wage careers available in Northwest Florida in the manufacturing industry; and

WHEREAS, manufacturing is a cornerstone of our economy in Florida and the United States of America; and

WHEREAS, manufacturing is a key driver in the Northwest Florida regional economy and provides 14,518 direct jobs that generate \$985 million in total earnings with average earnings per worker of \$67,872; and

WHEREAS, the Board of County Commissioners commends and supports this important cause and the organizations involved.

NOW, THEREFORE BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby declare October 4th, 2013, as "Florida Manufacturing Day" and urges all citizens to join in recognizing the value of our manufacturers and the importance they serve in our county, region, state, and the nation.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA


Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court


Doris Harris
Deputy Clerk

Dated: October 04, 2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5057

Proclamations 8.

BCC Regular Meeting

Meeting Date: 10/17/2013

Issue: Years of Service Recognition - Kay Brown

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Special Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Kay Brown, 4-H Program Leader, Extension Service, Community & Environment Department, for her dedication in 30 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Community & Environment Department is responsible for program administration within the department.

Attachments

Certificate

30 YEARS OF SERVICE

We Hereby Express Our Sincere Appreciation to

Kay Brown

For your Loyalty, Diligence And Outstanding Performance
During Your Tenure with This Organization Since


October 7, 1983

And Award This Certificate From

Board of County Commissioners

Escambia County, Florida

October 17, 2013


George Touart, County Administrator


Gene M. Valentino, Chairman
Board of County Commissioners



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5146

Proclamations 9.

BCC Regular Meeting

Meeting Date: 10/17/2013

Issue: Recommendation Concerning the Adoption of Retirement Proclamations

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following two Retirement Proclamations:

A. The Proclamation commending and congratulating Patricia M. Knight, Customer Service Technician, Development Services Department, on her retirement after 20 years of service; and

B. The Proclamation commending and congratulating Catherine E. Venable, Equipment Operator III, Public Works Department, on her retirement after 8 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

101713 Ret Procs

PROCLAMATION

WHEREAS, Patricia M. Knight worked as a County employee very faithfully for 20 years, retiring as a Customer Service Technician with the Development Services Department, Planning and Zoning Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Patricia M. Knight on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Patricia M. Knight for 20 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: October 17, 2013

PROCLAMATION

WHEREAS, Catherine E. Venable worked as a County employee very faithfully for 8 years, retiring as an Equipment Operator III with the Public Works Department, Roads Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Catherine E. Venable on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Catherine E. Venable for 8 years of faithful and dedicated service as a County employee.

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

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: October 17, 2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5092

Written Communication 10.

BCC Regular Meeting

Meeting Date: 10/17/2013

Issue: Environmental (Code) Enforcement Lien Relief- 1024 Antigua Drive

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

September 24, 2013, communication from Anthony Sessa, ReMax Horizons Realty, requesting the Board forgive a Code Enforcement Lien attached to property located at 1024 Antigua Drive.

Recommendation: That the Board review and consider lien relief request made by Anthony Sessa against property located at 1024 Antigua Drive.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

July 9, 2012 The Office of Environmental Enforcement received a complaint concerning overgrowth, inoperable vehicles, and an unsafe structure. Officer investigated complaint and observed violations. A notice of violation was posted at location and a copy was mailed to owner, both regular and certified mail. Certified notice returned marked "Attempted not known."

August 2, 2012 Officer reinspected property and found violations remained. Officer requested Special Magistrate hearing.

October 29, 2012 Hearing notices were mailed to owner and returned marked "Unclaimed."

Hearing held. County was awarded court cost, in the amount of \$1,100.00, \$5.00 per day fines assessed, with a deadline of December 13, 2012, to abated violations.

Copy of Order mailed to owner and received by Erik Escalante.

Officer conducted her reinspection on January 14, 2013, and violations remained. Non-compliance letter was mailed to owner.

On January 28, 2013, owner abated all violations and fines stopped. Certification of Cost was mailed to owner and signed for by Jose ?.

BUDGETARY IMPACT:

The itemized costs shown in the Code Enforcement for lien:

Cost:

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$900.00

TOTAL \$2,000.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

1024 Antigua Drive

September 24, 2013

Sandra Slay
Escambia County Code Enforcement
221 Palafox Place
Pensacola, FL 32502

Regarding: 1024 Antigua Circle
Case No.: CE 12-07-02611

Dear Ms. Slay,

We are requesting lien forgiveness for the Code Enforcement Lien placed on 1024 Antigua Circle. This property is Real Estate Owned (REO), after it was foreclosed by Fannie Mae on or about July 30, 2013, and I am the REO broker for this property. In September we were notified that there was a Code Enforcement Lien on the property and that the total cost was still due even though the property was brought up to code on January 28, 2013.

We are requesting lien forgiveness in order to help this property have the best chance for a quick sale to a new owner, which would be best for all parties concerned. As an REO broker, I am responsible for lien amounts and am willing to consider taking action to remove this lien. We would need lien forgiveness and a reduced Accumulated Fine, though we know we will also be responsible for hard costs. Please let us know the soonest possible date when this can be brought to the County Commissioners.

Sincerely,



Anthony Sessa

Sessa Sells, LLC
ReMax Horizons Realty
1335 Creighton Road
Pensacola, FL 32504
Phone: 850-858-3178



Office of Environmental Enforcement



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

Property Address: 1024 Antigua Circle
Property Owner: Steve & Silva McGrath
Original Complaint: Overgrowth, inoperable vehicles and unsafe structure
EE Case #: CE120702611

07/09/12 Received complaint for overgrowth, inoperable vehicles and unsafe structure. Officer investigated complaint and observed the above violations. Notice of Violation was posted at property and sent to owner both regular and certified mail. Both Notices sent regular and certified mail returned marked "Attempted not known".

08/02/12 Officer reinspected property and observed violations remained. Officer requested special magistrate hearing be scheduled.

10/29/12 Special Magistrate Hearing notice mailed both regular and certified mail to owner. Letters returned marked "Unclaimed".

11/13/12 Hearing held. Court cost of \$1,100.00 awarded to county, \$5.00 per violation per day fines assessed with a deadline of December 13, 2012 to abate violations.

01/13/13 Copy of order mailed to owner both regular and certified mail. Received by Erik Escalante.

01/14/13 Officer conducted her reinspection. She observed all violations remained.

01/23/13 Letter of Non-Compliance was mailed to the owner.

01/28/13 Violations were abated.

02/28/13 A Certification of Cost was mailed to the owner and received by Jose ?. (unable to read last name)

Lien Amount

Court Cost	\$1,100.00
Fine	<u>\$900.00</u>
TOTAL	\$2,000.00

This does not include interest.

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-07-02611
Location: 1024 Antigua Drive
PR# 053S31-0500-005-004

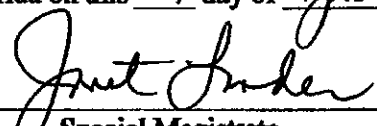
Steve & Silvia McGrath
3924 Rancho Ninos Ct
Riverside, CA 92505

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of December 27, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (c) Inoperable Vehicle(s), 30-203 (t). ^{and (u)} THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated December 27, 2012.

Itemized	Cost
a. Fines (\$5.00 per day per violation(12/14/12-1/28/13)	\$ 4,125.00 900.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ 0.00
Total:	\$ 2,000.00

DONE AND ORDERED at Escambia County, Florida on this 24th day of April, 2013.


Special Magistrate
Office of Environmental Enforcement



**PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6935 Page: 1243

[View Image](#)

Start Date 12/14/12

Court Cost 1,100.00

Reimbursement Recording Fee Order 44.00

Reimbursement Recording Fee Lien 44.00

Amended Order ☒

Copies 7.00

Certified Abatement Costs 0.00

Fine Per Day \$20.00 *

Date Of Payoff 01/28/2013

[Submit](#)

[Reset](#)

[Clear](#)

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
20	45	\$900.00	\$1,100.00	\$105.00	\$10.00	\$7.00	\$7.00	\$0.00	\$2,129.00

\$5.00 per day, per violation

4 violations = \$20.00 per day

RM case no 2012 CL 087764
1024 Antique Drive

Recorded in Public Records 11/16/2012 at 12:41 PM OR Book 6935 Page 1122,
Instrument #2012087744, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#12-07-02611
LOCATION: 1024 Antiqua Drive
PR# 053S31-0500-005-004**

**Steve & Silvia McGarth
3924 Rancho Ninos Court
Riverside, CA 92505**

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida and the Special Magistrate having considered the evidence before him/her in the form of testimony by the Enforcement Officer and the respondent or representative, Respondents were not present but Motu was lawyer as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☐ 42-196 (b) Trash and Debris
- ☒ 42-196 (c) Inoperable Vehicle(s); Described no VIN # visible:
Approx yr = 2004 Silver Dodge Neon (4 Dr)
- ☐ 42-196 (d) Overgrowth

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)
☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Repeat violation(s) _____

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

BK: 6935 PG: 1124

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 5.00 ^{per violation} per day, commencing Dec. 14, 2012.

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


Costs in the amount of \$ 6100.00 are awarded in favor of Escambia County as the prevailing party against Steve + Silvia McGarth.

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

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

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

DONE AND ORDERED at Escambia County, Florida on the 13th day of November, 2012.



Janet Lander
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/16/2012 at 12:56 PM OR Book 6935 Page 1243,
Instrument #2012087764, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 11/16/2012 at 12:41 PM OR Book 6935 Page 1122,
Instrument #2012087744, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#12-07-02611
LOCATION: 1024 Antigua Drive
PR# 053S31-0500-005-004

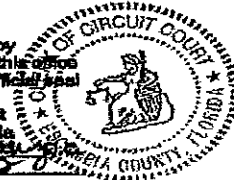
Steve & Silvia McGarth
3924 Rancho Ninos Court
Riverside, CA 92505

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida and the Special Magistrate having considered the evidence before him/her in
the form of testimony by the Enforcement Officer and the respondent or
representative, respondents were not present but notations were
as well as evidence submitted and after
consideration of the appropriate sections of the Escambia County Code of Ordinances,
the Special Magistrate finds that a violation of the following Code of Ordinance(s) has
occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
☐ 42-196 (b) Trash and Debris
☒ 42-196 (c) Inoperable Vehicle(s); Described no VIN # visible:
Approx yr = 2004 Silver Dodge Neon (4 Dr)
☐ 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY Ernie Lee Magaha 11-16-12
DATE 11-16-12



BK: 6935 PG: 1244

BK: 6935 PG: 1123

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)
☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Repeat violation(s) _____

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

BK: 6935 PG: 1245

BK: 6935 PG: 1124

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

BK: 6935 PG: 1125

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 5.00 ^{per violation} per day, commencing Dec 14, 2012. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 1,100.00 are awarded in favor of Escambia County as the prevailing party against Steve + Silvia McGaule.

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

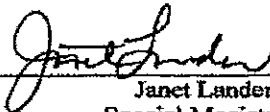
BK: 6935 PG: 1247 Last Page

BK: 6935 PG: 1126 Last Page

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

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

DONE AND ORDERED at Escambia County, Florida on the 13th day of November, 2012.



Janet Lander
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 01/18/2013 at 11:54 AM OR Book 6963 Page 473,
Instrument #2013004167, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#12-07-02611
LOCATION: 1024 Antigua Drive
PR# 053831-0500-005-004**

**Steve & Silvia McGrath
3924 Rancho Ninos Court
Riverside, CA 92505**

AMENDED ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida and the Special Magistrate having considered the evidence before him/her in
the form of testimony by the Enforcement Officer and the respondent or representative,
Respondents were not present but notice was proper, as well as evidence submitted and after
consideration of the appropriate sections of the Escambia County Code of Ordinances,
the Special Magistrate finds that a violation of the following Code of Ordinance(s) has
occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☐ 42-196 (b) Trash and Debris
- ☒ 42-196 (c) Inoperable Vehicle(s); Described No VIN# visible: approx yr = 2004
Silver Dodge Neon (4-Dr)
- ☐ 42-196 (d) Overgrowth

- ☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)
☐ (p) ☐ (q) ☐ (r) ☐ (s) ☒ (t) ☒ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Repeat violation(s) _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Steve and Sylvia McGrath shall have until Dec 13, 2012 to correct the violation and to bring the violation into compliance. Corrective action shall include:

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 5.00 per day, per violation, commencing Dec. 14, 2012. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are awarded in favor of Escambia County as the prevailing party against Steve & Silvia McGrath.

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

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

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

DONE AND ORDERED at Escambia County, Florida on the 27th day of December, 2012.



Janet Lander
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 04/26/2013 at 02:52 PM OR Book 7007 Page 1810,
Instrument #2013029578, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-07-02611
Location: 1024 Antigua Drive
PR# 053831-0500-005-004

Steve & Silvia McGrath
3924 Rancho Ninos Ct
Riverside, CA 92505

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of December 27, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (c) Inoperable Vehicle(s), 30-203 (i). *ellu) St.* THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated December 27, 2012.

Itemized	Cost
a. Fines (\$5.00 per day per violation(12/14/12-1/28/13)	\$ 7125.00 <i>900.00 St.</i>
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ 0.00
Total:	\$ 2,000.00 <i>St.</i>

DONE AND ORDERED at Escambia County, Florida on this 24th day of April, 2013.

Just Under
Special Magistrate
Office of Environmental Enforcement

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Escambia County Board of County Commissioners	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
<input checked="" type="checkbox"/> Other (see instructions) ▶ County Government	
<input checked="" type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 221 Palafox Place, Suite 130	Requester's name and address (optional)
City, state, and ZIP code Pensacola, FL 32502-5843	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
Employer identification number								
5	9	-	6	0	0	0	5	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Patricia L. Sheldon* Date ▶ *9/14/12*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-5171

12.

BCC Regular Meeting

Meeting Date: 10/17/2013

Issue: Committee of the Whole Recommendation

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation: The Committee of the Whole (C/W), at the October 10, 2013, C/W Workshop, recommends that the Board take the following action:

A. Adopt, and authorize the Chairman to sign, pending Legal sign-off, the following two Resolutions imposing truck prohibitions (Item 10):

(1) The Resolution imposing a truck prohibition on Crabtree Church Road, from Highway 97 to Sunshine Hill Road; and

(2) The Resolution imposing a truck prohibition on Highway 95A, from Highway 97 to Highway 29; and

B. Approve, in the Board's Legislative initiatives, to request a local bill to address the reunification of collection and disposal of solid waste back fully under the County, and that the bill include an affirmative statement that only the County has the right to disposal (Item 11).

Attachments

Resolution imposing truck prohibition on Crabtree Church Road

Resolution imposing truck prohibition on Highway 95A



Additional Backup
Item #10
C/W: 10-10-2013

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

MEETING DATE: October 10, 2013

ISSUE: Traffic Restrictions – Truck Prohibition on Crabtree Church Road from Highway 97 to Sunshine Hill Road

FROM: Joy D. Blackmon, P.E., Public Works Department Director *USB*

ORGANIZATION: Public Works Department

CAO: *[Signature]*

RECOMMENDATION:

That the Board adopt and authorize the Chairman to sign, pending Legal sign-off, a Resolution imposing a truck prohibition on Crabtree Church Road from Highway 97 to Sunshine Hill Road.

BACKGROUND:

The Board is authorized under Sections 316.006 (3)(a)(b); 316.008 (1)(m)(n); 316.515, and 316.555 of the Florida Statutes (2004), to establish regulations on County roadways and streets.

Chapter 94, Article I, Section 94-1 Escambia County Code of Ordinances authorizes the County Engineer to place limits on the size and/or class of vehicles on County roadways and streets. This authorization requires the County Engineer file for Board ratification by Resolution, quarterly, a list of all limitation orders established under this section.

County Transportation & Traffic Operations staff performed evaluations of roadway conditions on Crabtree Church Road and determined a truck prohibition is recommended for public safety and convenience.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Pending Legal sign-off. These will be sent to the Legal Department for sign-off prior to the October 17, 2013, BCC Meeting.

C/W: 10-10-2013

RE: Traffic Restrictions – Truck Prohibition on Crabtree Church Road from Highway 97 to
Sunshine Hill Road

Page 2 of 2

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

IMPLEMENTATION/COORDINATION REQUIREMENTS:

Transportation & Traffic Operations staff has previously placed signs in conspicuous locations at each entrance to the location described above. A copy of the Resolution will be forwarded to the Sheriff's Department upon adoption.

RESOLUTION 2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, IMPOSING A TRUCK PROHIBITION ON CRABTREE CHURCH ROAD, FROM HIGHWAY 97 TO SUNSHINE HILL ROAD.

WHEREAS, Board of County Commissioners ("Board") is authorized under Sections 316.006(3)(a)(b); 316.008(1)(m)(n), and 316.555, Florida Statutes, when necessary, to establish restrictions on load and weight of vehicles on certain roads for public safety and convenience; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to place restrictions on load and weight of vehicles using certain roads, and to erect signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, the County received a complaint from citizens regarding heavy truck traffic on Crabtree Church Road causing potential damage to the roadway; and

WHEREAS, the Transportation and Traffic Operations staff performed evaluations of traffic conditions, on Crabtree Church Road and determined that a truck prohibition is recommended for public safety and convenience; and

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

SECTION 1. That a prohibition upon trucks in excess of 10,500 pounds gross vehicle weight is hereby imposed, except for trucks servicing or having business within the described portions of said road, as follows: Crabtree Church Road from Highway 97 to Sunshine Hill Road;

SECTION 2. That Transportation & Traffic Operations staff has previously placed signs in conspicuous locations at the entrances to the above-described area, which describes the restriction herein established.

SECTION 3. That this restriction shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

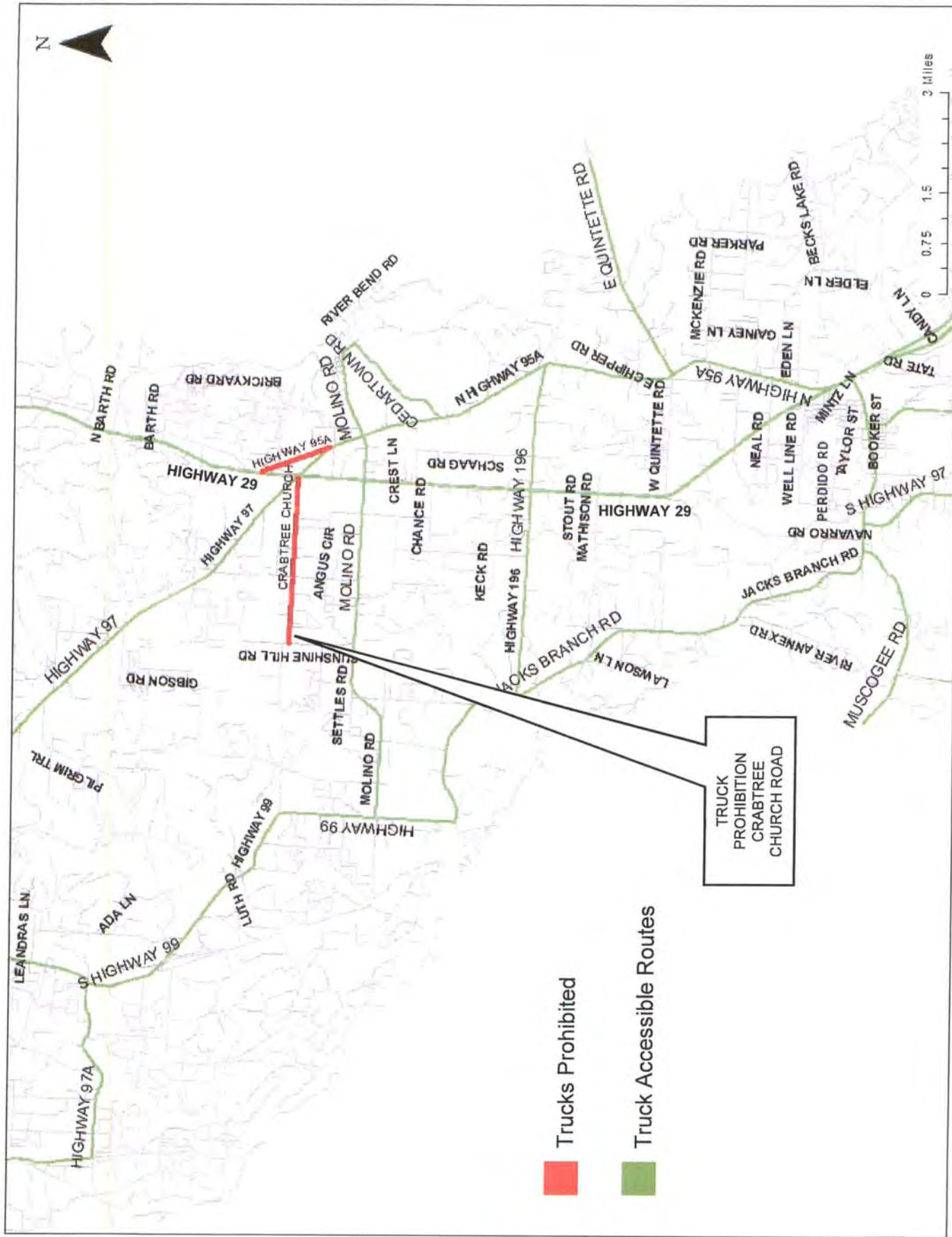
ADOPTED this ____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)





Additional Backup
Item #10
C/W: 10-10-2013

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

MEETING DATE: October 10, 2013

ISSUE: Traffic Restrictions – Truck Prohibition on Highway 95A from Highway 97 to Highway 29

FROM: Joy D. Blackmon, P.E., Public Works Department Director *CSB*

ORGANIZATION: Public Works Department

CAO: *George J. J. J.*

RECOMMENDATION:

That the Board adopt and authorize the Chairman to sign, pending Legal sign-off, a Resolution imposing a truck prohibition on Highway 95A from Highway 97 to Highway 29.

BACKGROUND:

The Board is authorized under Sections 316.006 (3)(a)(b); 316.008 (1)(m)(n); 316.515, and 316.555 of the Florida Statutes (2004), to establish regulations on County roadways and streets.

Chapter 94, Article I, Section 94-1 Escambia County Code of Ordinances authorizes the County Engineer to place limits on the size and/or class of vehicles on County roadways and streets. This authorization requires that the County Engineer file for Board ratification by Resolution, quarterly, a list of all limitation orders established under this section.

As a result of citizen complaints that heavy trucks utilize the above referenced portion of Highway 95A, County Transportation & Traffic Operations staff performed evaluations of roadway conditions on Highway 95A and determined a truck prohibition is recommended for public safety and convenience.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Pending Legal sign-off. These will be sent to the Legal Department for sign-off prior to the October 17, 2013 BCC Meeting.

C/W: 10-10-2013

RE: Traffic Restrictions – Truck Prohibition on Highway 95A from Highway 97 to Highway 29
Page 2 of 2

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

IMPLEMENTATION/COORDINATION REQUIREMENTS:

Transportation & Traffic Operations staff has previously placed signs in conspicuous locations at each entrance to the location described above. A copy of the Resolution will be forwarded to the Sheriff's Department upon adoption.

RESOLUTION 2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, IMPOSING TRUCK PROHIBITIONS ON HIGHWAY 95A, FROM HIGHWAY 97 TO HIGHWAY 29.

WHEREAS, Board of County Commissioners ("Board") is authorized under Sections 316.006(3)(a)(b); 316.008(1)(m)(n), and 316.555, Florida Statutes, when necessary, to establish restrictions on load and weight of vehicles on certain roads for public safety and convenience; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to place restrictions on load and weight of vehicles using certain roads, and to erect signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, the Engineering staff performed evaluations of traffic conditions upon Highway 95A and have determined that a truck prohibition is recommended for public safety and convenience.

WHEREAS, trucks weighing in excess of 10,500 pounds gross vehicle weight will continue to have access Highway 95A south of Highway 97; and

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

SECTION 1. That a prohibition upon trucks in excess of 10,500 pounds gross vehicle weight is hereby imposed, except for trucks servicing or having business within the described portions of said road, as follows: Highway 95A from Highway 97 to Highway 29;

SECTION 2. That County engineering staff has previously placed signs in conspicuous locations at the entrances to the above-described area, which describe the restriction herein established.

SECTION 3. That this restriction shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

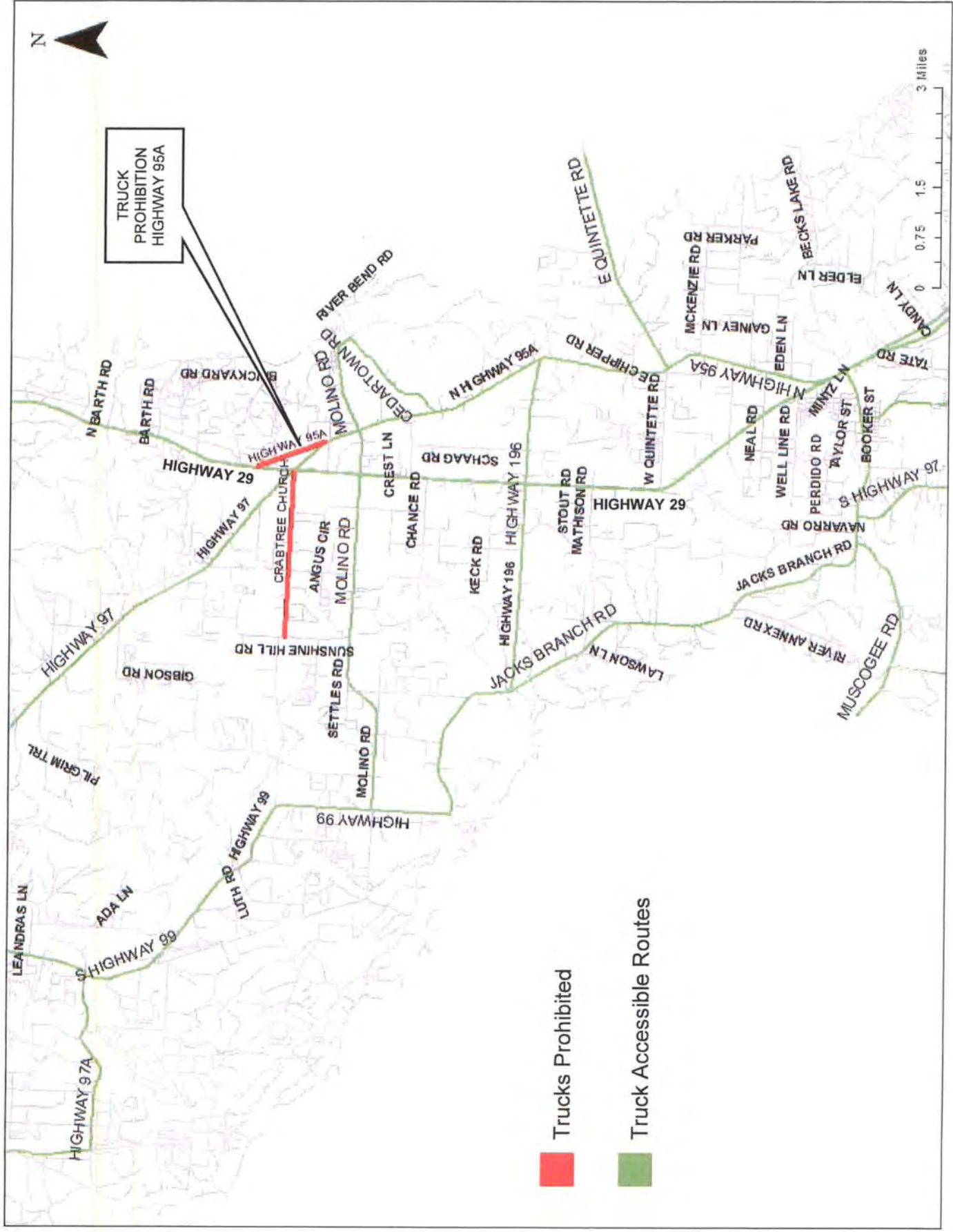
ADOPTED this ____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)





Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-5165

Clerk & Comptroller's Report 13. 1.

BCC Regular Meeting

Consent

Meeting Date: 10/17/2013

Issue: Acceptance of Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Tourist Development Tax Collections Data for August 2013 returns received in the month of September 2013; this is the twelfth month of collections for Fiscal Year 2012-2013; total collected for the August 2013 returns was \$848,678.33; this is a 19.46% increase over the August 2012 returns; total collections year to date are 9.05% higher than the comparable time frame in Fiscal Year 2011-2012; and

B. The Investment Report for the month ended September 30, 2013, as required by Ordinance Number 95-13.

Background:

Regarding the August 2013 Investment Report:

The total portfolio earnings for the month of September equaled \$98,380. The short term portfolio achieved an average yield of .14%. This yield should be compared to the benchmark of the Standard and Poor's Government Investment Pool 30 Day index yielding .03%. The core portfolio achieved an average Yield to Maturity at Cost of 1.07% and should be compared to the benchmark of the Merrill Lynch 1-5 Year Treasury Index yielding 0.511%. All investments included in the County's portfolio are in compliance with the County's Investment Policy.

Attachments

August 2013 TDT Collections Data

September 2013 Investment Report



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers,


Clerk of the Circuit Court and Comptroller

DATE: October 8, 2013

SUBJECT: Tourist Development Tax (TDT) Collections

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 OCT -9 P 4:38
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2013 returns received in the month of September 2013, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the twelfth month of collections for the fiscal year 2013.

- ✓ Total collected for the August 2013 returns was \$848,678.33. This is a 19.46% increase over the August 2012 returns.
- ✓ Total collections year to date are 9.05% higher than the comparable time frame in Fiscal Year 2012.

Please feel free to call me if you have any questions.

PC/jc

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF SEPTEMBER 2013

Zip Code	Fiscal Year 2013 YTD Collected	Fiscal Year 2012 YTD Collected	Difference	% Change
32501	159,410	149,335	10,075	7%
32502	360,056	345,555	14,501	4%
32503	14,951	19,640	(4,689)	-24%
32504	1,069,063	977,152	91,911	9%
32505	265,895	265,333	562	0%
32506	194,951	202,504	(7,553)	-4%
32507	1,358,735	1,206,089	152,646	13%
32514	476,971	435,006	41,965	10%
32526	213,659	223,703	(10,044)	-4%
32534	136,275	132,674	3,601	3%
32535	2,972	1,743	1,229	71%
32561	3,554,309	3,199,483	354,826	11%
32562	-	-	-	0%
32577	86	879	(793)	100%
Total	\$ 7,807,333	\$ 7,159,096	\$ 648,237	9%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2013
 AS OF SEPTEMBER 30 2013

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,329	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,118	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,921	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
02/13	8,702	3%	19,432	7%	1,309	0%	64,862	24%	9,884	4%
03/13	9,609	3%	22,357	6%	1,213	0%	64,860	17%	32,400	9%
04/13	14,974	2%	32,784	5%	2,301	0%	93,326	14%	35,417	5%
05/13	15,243	3%	40,577	7%	1,923	0%	94,720	16%	27,019	4%
06/13	15,844	2%	36,195	5%	1,519	0%	105,565	13%	35,599	4%
07/13	18,359	1%	39,982	3%	51	0%	124,223	10%	28,175	2%
08/13	19,914	1%	45,161	3%	436	0%	140,322	10%	39,079	3%
09/13	14,870	2%	30,512	4%	242	0%	102,191	12%	21,063	2%
Total	\$ 159,410	2%	\$ 360,056	5%	\$ 14,951	0%	\$ 1,069,063	14%	\$ 265,895	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
01/13	9,207	3%	27,025	10%	28,530	10%	20,208	7%	8,008	3%
02/13	12,079	4%	28,330	10%	28,426	10%	15,751	6%	8,789	3%
03/13	12,212	3%	42,639	11%	27,706	7%	13,052	3%	9,101	2%
04/13	18,645	3%	110,233	16%	42,141	6%	17,954	3%	11,598	2%
05/13	16,130	3%	85,269	14%	42,376	7%	9,757	2%	10,873	2%
06/13	18,852	2%	122,603	15%	45,793	6%	26,084	3%	11,175	1%
07/13	20,807	2%	299,126	24%	53,733	4%	20,919	2%	14,582	1%
08/13	23,841	2%	307,498	23%	58,931	4%	23,267	2%	16,972	1%
09/13	16,056	2%	172,738	20%	46,490	5%	19,297	2%	11,460	1%
Total	\$ 194,951	2%	\$ 1,358,735	17%	\$ 476,971	6%	\$ 213,659	3%	\$ 136,275	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/12	110	0%	248,089	47%	-	0%	-	0%	531,066	100%
11/12	267	0%	176,858	41%	-	0%	-	0%	433,598	100%
12/12	102	0%	117,258	35%	-	0%	-	0%	339,864	100%
01/13	37	0%	93,496	34%	-	0%	-	0%	276,156	100%
02/13	111	0%	76,931	28%	-	0%	-	0%	274,606	100%
03/13	82	0%	143,122	38%	-	0%	63	0%	378,416	100%
04/13	102	0%	311,492	45%	-	0%	23	0%	690,989	100%
05/13	194	0%	263,325	43%	-	0%	-	0%	607,405	100%
06/13	162	0%	383,178	48%	-	0%	-	0%	802,569	100%
07/13	809	0%	640,872	51%	-	0%	-	0%	1,261,639	100%
08/13	996	0%	685,930	50%	-	0%	-	0%	1,362,348	100%
09/13	-	0%	413,759	49%	-	0%	-	0%	848,678	100%
Total	\$ 2,972	0%	\$ 3,554,309	46%	\$ -	0%	\$ 86	0%	\$ 7,807,333	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBA COUNTY FLORIDA
 FISCAL YEAR 2012
 AS OF SEPTEMBER 30, 2012

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
11/11	11,569	3%	26,077	6%	1,654	0%	67,517	17%	13,639	3%
12/11	10,117	3%	23,673	7%	1,669	1%	65,599	20%	16,934	5%
01/12	8,427	3%	17,418	6%	780	0%	57,653	20%	13,662	5%
02/12	9,900	4%	19,812	7%	1,322	0%	61,237	23%	15,166	6%
03/12	11,129	3%	23,863	7%	1,153	0%	70,802	20%	26,666	7%
04/12	13,857	2%	32,868	5%	2,001	0%	96,476	16%	32,046	5%
05/12	11,446	2%	30,890	5%	1,898	0%	87,760	15%	23,364	4%
06/12	13,511	2%	37,245	5%	2,392	0%	95,111	13%	27,430	4%
07/12	16,426	1%	39,677	3%	1,248	0%	104,008	9%	34,613	3%
08/12	18,991	2%	42,116	3%	2,567	0%	114,670	9%	29,583	2%
09/12	13,709	2%	30,329	4%	1,336	0%	89,850	13%	14,001	2%
Total	\$ 149,335	2%	\$ 345,555	5%	\$ 19,640	0%	\$ 977,152	14%	\$ 265,333	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
11/11	15,074	4%	45,371	11%	30,181	7%	15,055	4%	8,914	2%
12/11	14,538	4%	27,295	8%	29,083	9%	15,684	5%	8,510	3%
01/12	11,748	4%	26,916	10%	27,933	10%	17,104	6%	8,774	3%
02/12	12,784	5%	26,494	10%	24,125	9%	13,587	5%	7,496	3%
03/12	13,278	4%	37,429	10%	32,590	9%	15,693	4%	10,609	3%
04/12	23,616	4%	85,566	14%	44,393	7%	22,592	4%	14,619	2%
05/12	17,818	3%	83,272	14%	37,655	6%	14,260	2%	12,006	2%
06/12	15,949	2%	103,024	14%	36,924	5%	24,174	3%	11,625	2%
07/12	23,360	2%	278,306	24%	49,106	4%	24,946	2%	13,905	1%
08/12	22,423	2%	270,437	22%	53,130	4%	26,398	2%	16,139	1%
09/12	13,885	2%	153,236	22%	40,211	6%	18,887	3%	11,439	2%
Total	\$ 202,504	3%	\$ 1,206,089	17%	\$ 435,006	6%	\$ 223,703	3%	\$ 132,674	2%

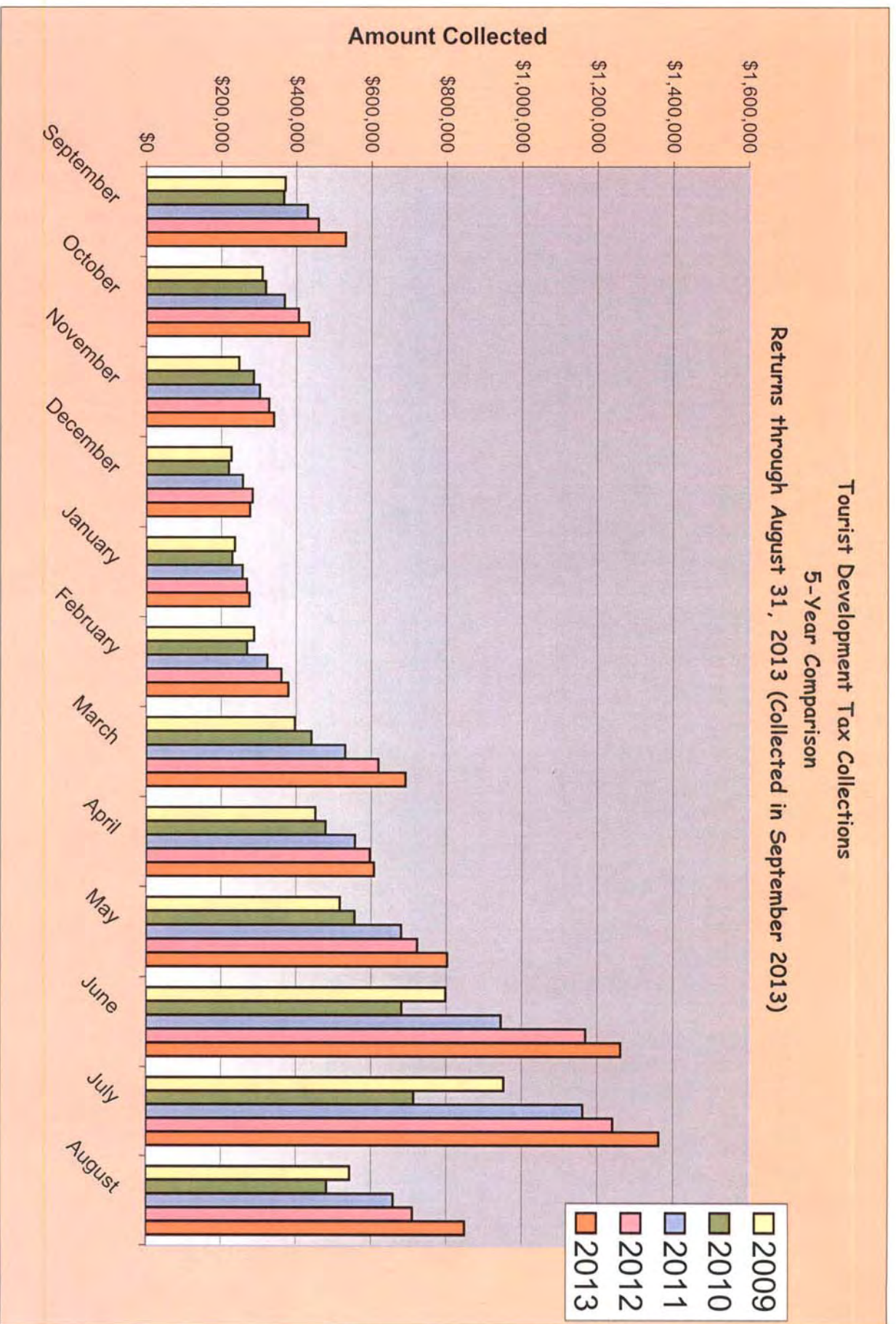
Month of Collection	Zip Code									
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/11	162	0%	199,210	43%	-	0%	244	0%	458,183	100%
11/11	359	0%	170,514	42%	-	0%	180	0%	406,106	100%
12/11	141	0%	113,216	35%	-	0%	1	0%	326,460	100%
01/12	70	0%	92,299	33%	-	0%	100	0%	282,885	100%
02/12	-	0%	75,867	28%	-	0%	-	0%	267,790	100%
03/12	242	0%	116,748	32%	-	0%	100	0%	360,302	100%
04/12	186	0%	250,450	40%	-	0%	-	0%	618,669	100%
05/12	136	0%	275,830	46%	-	0%	133	0%	596,467	100%
06/12	145	0%	355,150	49%	-	0%	50	0%	722,731	100%
07/12	138	0%	582,744	50%	-	0%	50	0%	1,168,527	100%
08/12	62	0%	644,027	52%	-	0%	6	0%	1,240,547	100%
09/12	104	0%	323,429	46%	-	0%	15	0%	710,431	100%
Total	\$ 1,743	0%	\$ 3,199,483	45%	\$ -	0%	\$ 879	0%	\$ 7,159,096	100%

Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida

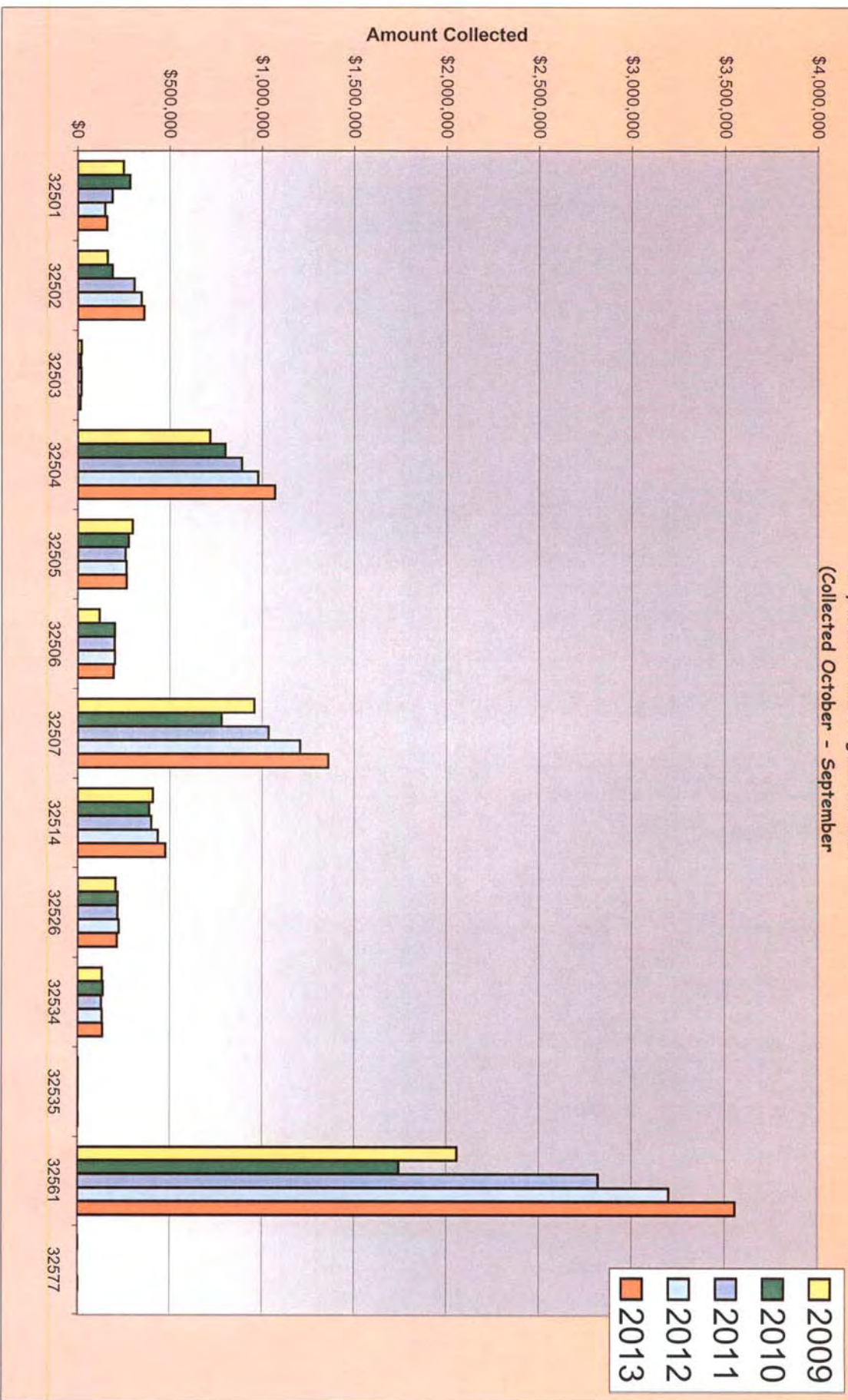
THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013													
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013		
OCT	SEP	\$224,446	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300		
NOV	OCT	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198		
DEC	NOV	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898		
JAN	DEC	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117		
FEB	JAN	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954		
MAR	FEB	221,737	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812		
APR	MAR	313,139	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002	518,242		
MAY	APR	338,856	259,188	288,754	315,555	303,720	338,268	358,871	417,733	447,350	455,554		
JUN	MAY	346,125	295,677	343,616	387,614	474,863	387,513	417,285	510,038	542,048	601,927		
JUL	JUN	502,598	332,603	426,840	590,236	605,739	598,667	510,928	708,757	876,396	946,229		
AUG	JUL	684,447	334,319	544,447	655,699	687,552	714,120	535,005	871,107	930,410	1,021,761		
SEP	AUG	271,669	314,529	321,341	416,454	422,501	407,425	361,349	494,298	532,823	636,509		
TOTAL		\$3,583,780	\$3,108,925	\$3,661,662	\$3,948,415	\$4,143,120	\$3,998,998	\$3,779,607	\$4,850,526	\$5,369,323	\$5,855,500		

TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY, FLORIDA

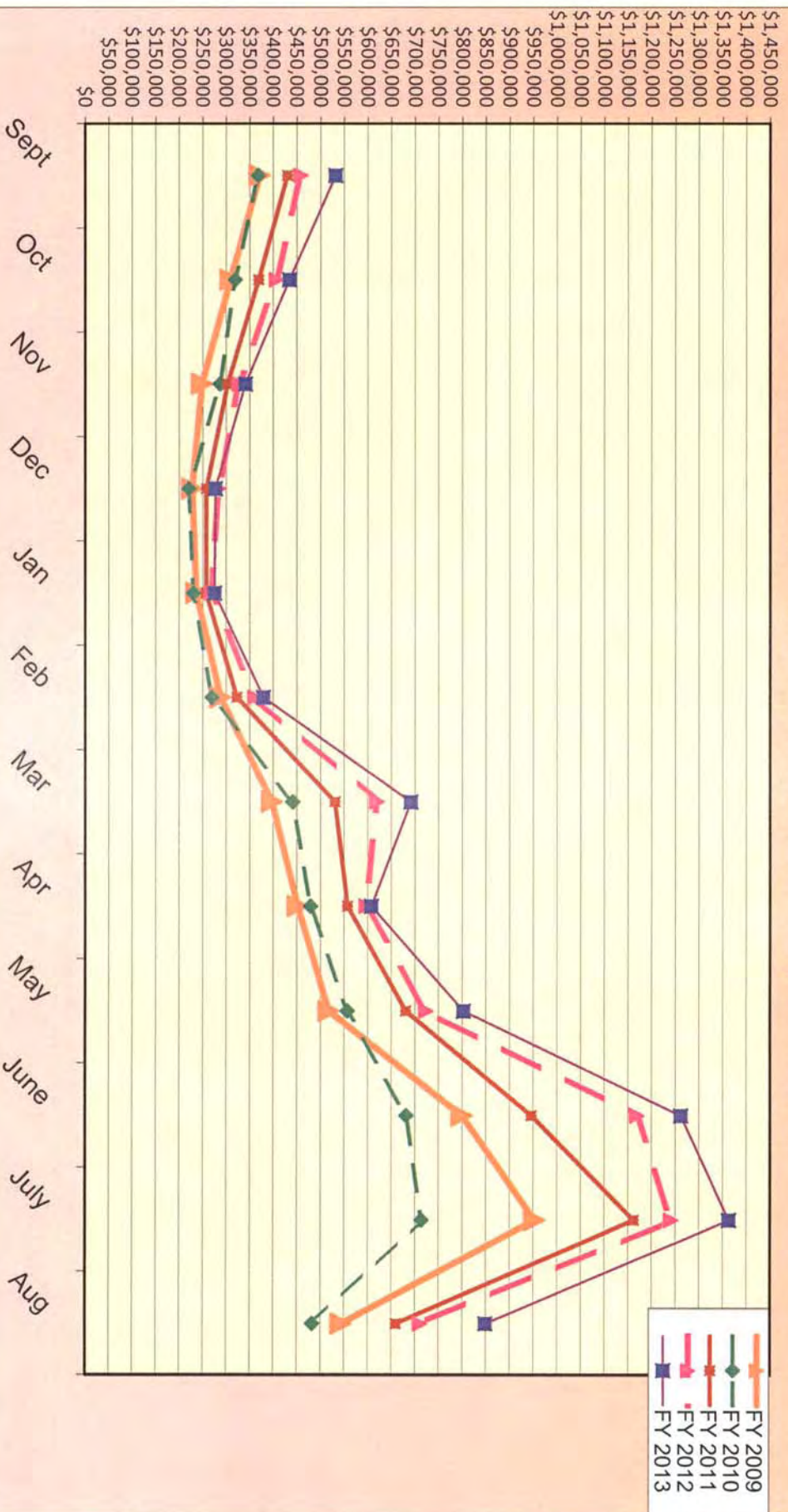
ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013													
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013		
OCT	SEP	\$72,025	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767		
NOV	OCT	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399		
DEC	NOV	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966		
JAN	DEC	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,038		
FEB	JAN	46,458	66,731	67,836	58,728	60,231	58,924	57,295	64,087	66,948	68,651		
MAR	FEB	71,404	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075	94,604		
APR	MAR	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667	172,747		
MAY	APR	107,864	85,729	94,971	105,185	101,240	112,756	119,624	139,244	149,117	161,861		
JUN	MAY	115,334	96,936	113,025	129,205	158,288	129,171	139,095	170,013	180,683	200,642		
JUL	JUN	167,533	107,972	142,210	196,745	201,913	199,556	170,309	236,252	292,132	315,410		
AUG	JUL	228,149	109,628	181,477	218,566	228,184	238,040	178,335	290,369	310,137	340,587		
SEP	AUG	90,556	104,749	107,114	138,818	140,834	135,808	120,450	164,766	177,608	212,170		
TOTAL		\$1,174,593	\$1,026,076	\$1,214,769	\$1,316,138	\$1,381,040	\$1,332,989	\$1,259,869	\$1,616,842	\$1,789,774	\$1,951,833		



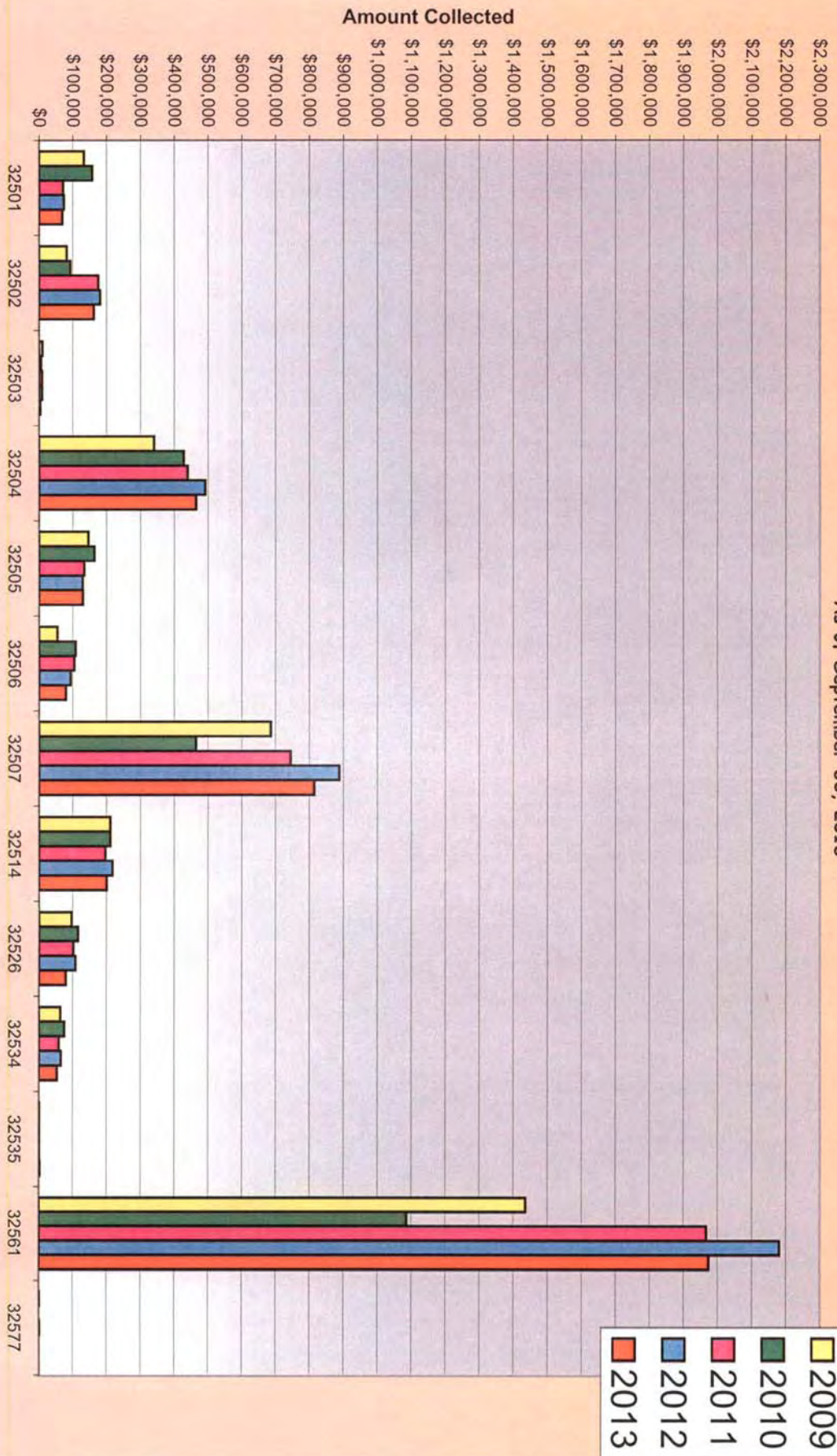
Tourist Development Tax Collections
 5-Year Comparison on a Monthly Basis
 September thru August Returns
 (Collected October - September)



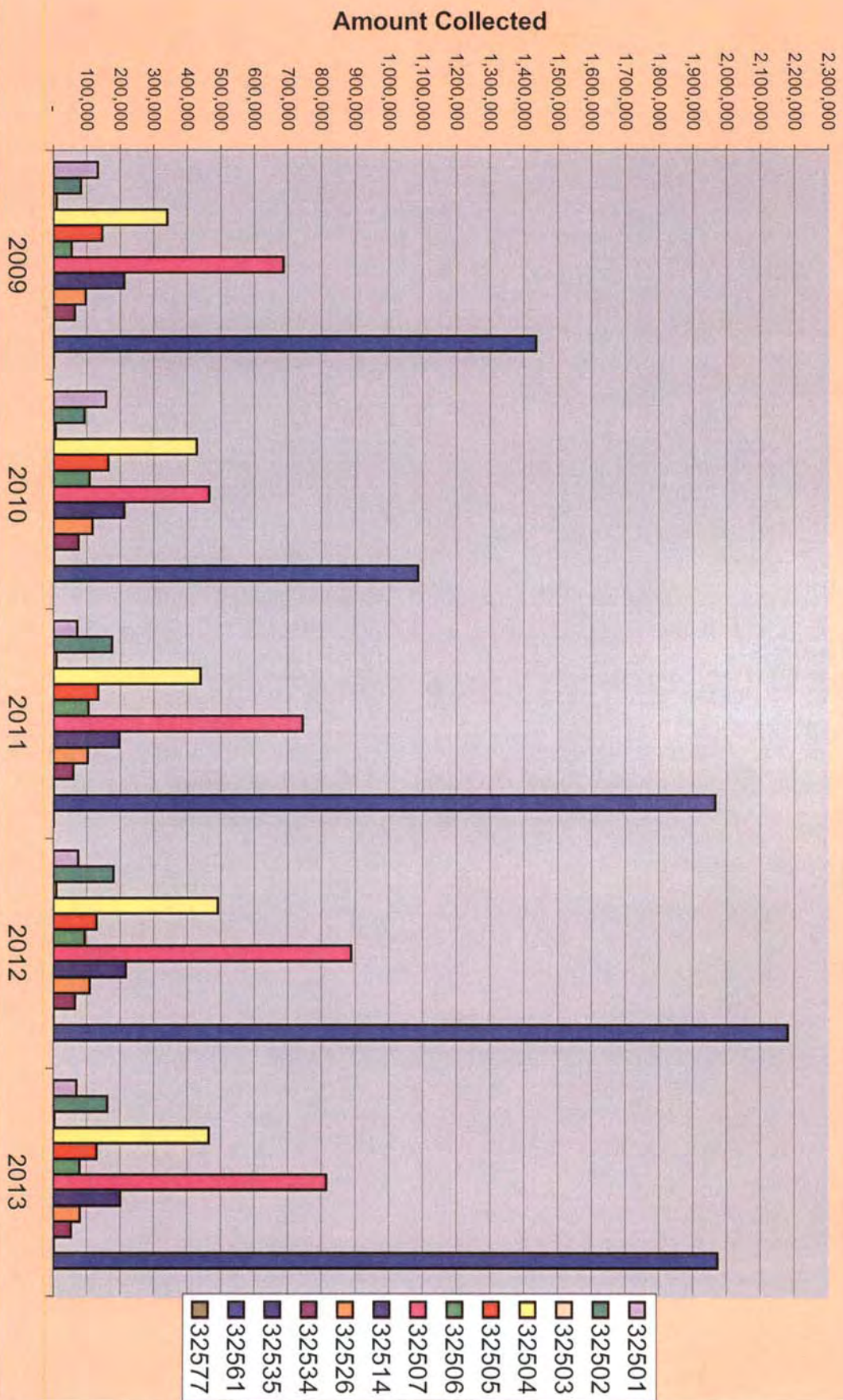
TOURIST DEVELOPMENT TAX 5 YEAR TRENDLINE FY 2009 - FY 2013 Returns through August 31, 2013 (Collected in September 2013)



Tourist Development Monthly Tax Collections by Zip Code
5-Year Comparison for Deep Water Horizon Oil Spill
 May - September Collections
 As of September 30, 2013



Tourist Development Monthly Tax Collections
 5-Year Comparison for Deep Water Horizon Oil Spill
 May - September Collections
 As of September 30, 2013





Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Pam Childers

A handwritten signature in blue ink that reads "Pam Childers".

Clerk of the Circuit Court and Comptroller

DATE: October 9, 2013

SUBJECT: September 2013 Investment Report

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 OCT -9 P 4:10
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended September 30, 2013 as required by Ordinance 95-13.

The total portfolio earnings for the month of September equaled \$98,380. The short term portfolio achieved an average yield of .14%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .03%. The core portfolio achieved an average Yield to Maturity at Cost of 1.07% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Year Treasury Index yielding 0.511%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

If you have any questions or comments, please do not hesitate to call me at 595-4310.

PC/jws

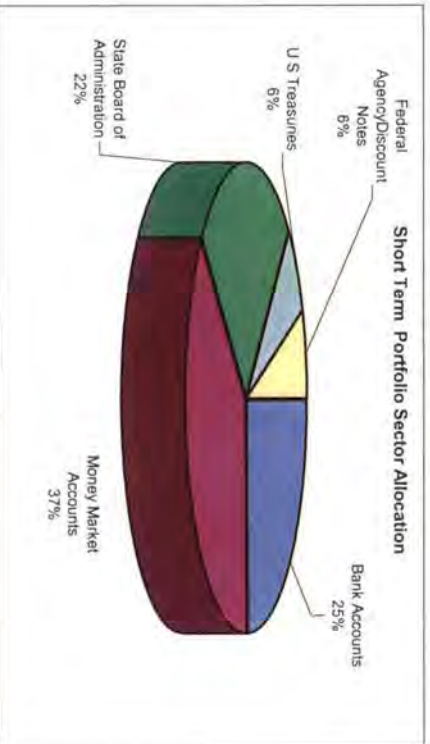
INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBIA COUNTY, FLORIDA
September 30, 2013

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Face Value	Market Value 9/30/2013	Book Value 9/30/2013	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit
SHORT TERM INVESTMENTS:										
BANK ACCOUNTS										
BANK OF AMERICA (DEPOSITORY)			ECR 45%	18,594,657	18,594,657	18,594,657				
BANK OF AMERICA (SHIP)			ECR 45%	1,125,946	1,125,946	1,125,946				
BANK OF AMERICA (DDA)			ECR 45%	84,826	84,826	84,826				
TOTAL BANK ACCOUNTS				19,795,429	19,795,429	19,795,429	10.67%			
MONEY MARKET ACCOUNTS										
BRANCH BANKING AND TRUST			0.15%	9,780,719	9,780,719	9,780,719			5.27%	10.00%
SUNTRUST NOW			0.07%	5,106,577	5,106,577	5,106,577			2.75%	10.00%
SERVISFIRST			0.30%	15,059,566	15,059,566	15,059,566			8.12%	10.00%
TOTAL MONEY MARKET ACCOUNTS				29,946,862	29,946,862	29,946,862	16.15%	20.00%		
STATE BOARD OF ADMINISTRATION										
STATE BOARD OF ADMINISTRATION Acct #141071			0.18%	20,139,987	20,139,987	20,139,987				
TOTAL STATE BOARD OF ADMINISTRATION				20,139,987	20,139,987	20,139,987	10.96%	25.00%		
UNITED STATES TREASURIES										
TBILL-CANTOR FITZGERALD	11/30/2012	10/17/2013	0.13%	5,000,000	4,999,940	4,999,712				
TOTAL UNITED STATES TREASURIES				5,000,000	4,999,940	4,999,712	2.70%	100.00%		
FEDERAL INSTRUMENTALITIES										
FNMA - MORGAN STANLEY SMITH BARNEY	12/17/2012	10/23/2013	0.13%	5,000,000	4,999,940	4,999,604				
TOTAL FEDERAL INSTRUMENTALITIES				5,000,000	4,999,604	4,999,604	2.70%	100.00%	2.70%	25.00%
TOTAL SHORT TERM INVESTMENTS				79,882,278	79,881,822	79,881,595	43.07%			
INTEREST RECEIVABLE AS OF:										
9/30/2013						-	0.00%			
TOTAL EQUITY IN SHORT TERM INVESTMENTS AS OF:										
9/30/2013						79,881,595	43.07%			
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:										
9/30/2013						105,576,804	56.93%			
TOTAL EQUITY IN INVESTMENTS AS OF:										
9/30/2013						185,458,399	100.00%			

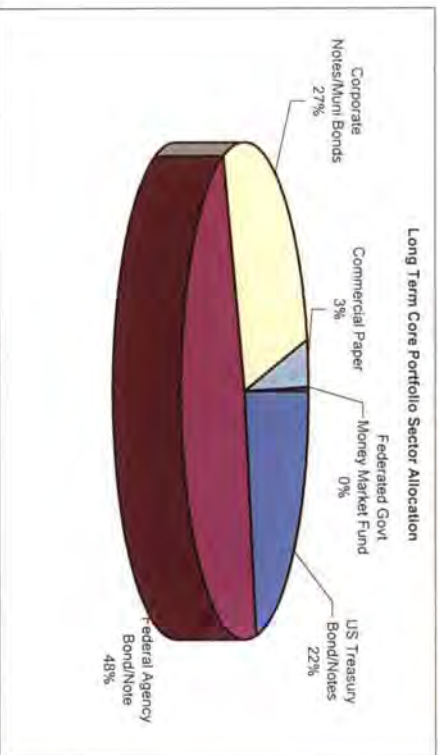


ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2012-2013
September 30, 2013

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year):			
	Par Value	Market Value	Percent
Bank Accounts	\$ 19,795,429	\$ 19,795,429	25%
Money Market Accounts	29,946,862	29,946,862	37%
State Board of Administration	20,139,987	20,139,987	26%
U.S. Treasuries	5,000,000	4,999,940	6%
Federal Agency/Discount Notes	5,000,000	4,999,940	6%
Certificates of Deposit	-	-	0%
Total Short Term Portfolio Assets:	\$ 79,882,278	\$ 79,882,158	100%
Short Term Portfolio Yield:			
Benchmark S&P GIP Index 30 Day:	0.03%	YTD Earnings:	154,740



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):			
	Par Value	Market Value	Percent
U.S. Treasury Bond/Notes	\$ 23,040,000	\$ 23,215,242	22%
Federal Agency Bond/Note	48,965,000	49,625,798	47%
Corporate Notes/Muni Bonds	27,905,000	28,700,663	27%
Commercial Paper	3,050,000	3,046,895	3%
Federated Govt Money Market Fund	397,332	397,332	0%
Total Managed CORE Assets:	\$ 103,357,332	\$ 104,985,931	100%
CORE Portfolio Yield to Maturity at Cost:			
CORE Portfolio Yield to Maturity at Market:	1.07%	YTD Earnings:	\$ 1,630,118
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	0.226%		
Benchmark Merrill Lynch 1-5 Yr Treasury Index:	0.511%		

Total Portfolio: \$ 183,239,610 \$ 184,868,089

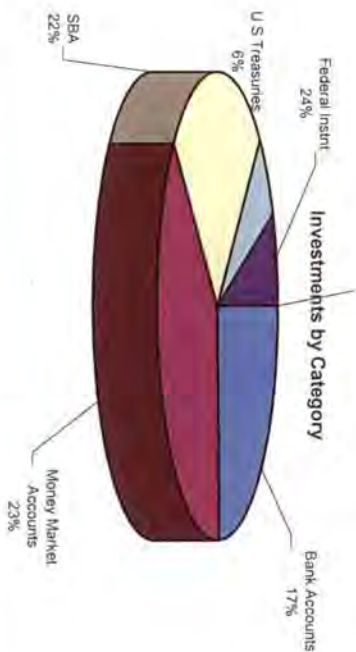
Current Month Earnings: \$ 98,380

Year to Date Earnings: \$ 1,784,858

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SHORT TERM INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2012-2013
September 30, 2013

Portfolio Balance:	\$79,881,595
Portfolio Yield:	0.14%
Current Month Earnings:	\$5,416
Year-to-Date Earnings:	\$154,740

PORTFOLIO COMPOSITION DISTRIBUTION



Bank Accounts
Money Market Accounts
State Board of Administration
U S Treasuries
Federal Instrumentalities
Certificates of Deposit

Book Value	Weighted Avg Maturity (in days)
\$19,795,429	11%
\$29,946,862	16%
\$20,139,987	11%
\$4,999,712	3%
\$4,999,604	3%
\$0	0%
\$79,881,595	100.00%

PORTFOLIO MATURITY DISTRIBUTION (Federal Instruments and CDs)					Total
0-30 Days	31-90 Days	91-120 Days	121-180 Days	181-365 Days	
\$9,999,316	\$0	\$0	\$0	\$0	\$9,999,316

PORTFOLIO COMPARISON TO BENCHMARK

Portfolio Yield:	0.14%
S & P GIP Index 30 Day	0.03%



Managed Account Issuer Summary

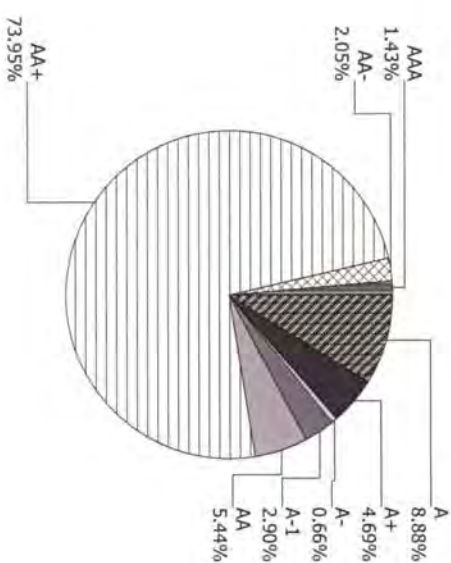
For the Month Ending **September 30, 2013**

ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

Issuer Summary

Issuer	Market Value of Holdings	Percent
ANHEUSER-BUSCH INBEV NV	2,009,050.00	1.91
APPLE INC	1,122,094.52	1.07
BANK OF NEW YORK	2,761,266.25	2.63
CALLEGA WTR DIST, CA	1,497,090.00	1.43
CATERPILLAR INC	696,788.40	0.66
DEERE & COMPANY	2,510,349.49	2.39
FANNIE MAE	22,675,616.92	21.60
FREDDIE MAC	23,911,219.85	22.77
GENERAL ELECTRIC CO	3,265,656.55	3.11
JP MORGAN CHASE & CO	3,005,742.19	2.86
MCDONALD'S CORPORATION	1,104,079.90	1.05
MITSUBISHI UFJ FINANCIAL GROUP INC	3,048,456.70	2.90
PEPSICO, INC	697,945.50	0.66
STATE OF MICHIGAN	1,055,828.80	1.01
STATE OF PENNSYLVANIA	5,709,400.00	5.44
TOYOTA MOTOR CORP	1,099,035.30	1.05
UNITED STATES TREASURY	26,665,083.71	25.40
WELLS FARGO & COMPANY	2,157,774.40	2.06
Total	\$104,992,478.48	100.00%

Credit Quality (S&P Ratings)



PFM Asset Management LLC



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-5163

Clerk & Comptroller's Report 13. 2.

BCC Regular Meeting

Consent

Meeting Date: 10/17/2013

Issue: Acceptance of Documents

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The October 2, 2013, letter from Sherry Morris, Planning and Services Administrator, City of Pensacola, and a certified copy of Ordinance No. 22-13, entitled *"An Ordinance incorporating a certain area contiguous and adjacent to the City of Pensacola into the City of Pensacola, and declaring said area to be a part of the City of Pensacola; repealing clause, and providing an effective date,"* relative to the annexation of 712 Underwood Avenue, Apartments 900A-900L, 901A-901N, and 902A-902L, as adopted by the Pensacola City Council on September 26, 2013, and received in the Clerk to the Board's Office on October 3, 2013;

B. The *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by Tropical Storm Karen, effective for seven (7) days beginning 12:00 p.m., central time, October 4, 2013, as declared by Gene M. Valentino, Chairman, Board of County Commissioners, and transmitted to the Secretary of State, via FedEx, on October 4, 2013; and

C. A copy of *Resolution No. 781, Adoption of Fiscal Year 2013-2014 Budget*, and a copy of the *Northwest Florida Water Management District Proposed Tentative Fiscal Year 2013-2014 Budget by Fund*, as provided by N. Jean Whitten, Director, Division of Administration, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on October 7, 2013.

Attachments

City of Pensacola Annexation

Proclamation State of Emergency TS Karen

NWFWMD FY 2013-2014 Budget



PLANNING SERVICES

October 2, 2013

Honorable Pam Childers Clerk of the Court
Escambia County
221 Palafox Place Suite 130
Pensacola, FL 32502

RE: Voluntary Annexation of Properties

Dear Sir or Madam:

Please be advised that on September 26, 2013 the Pensacola City Council approved annexation of a parcel into the City of Pensacola.

I am enclosing herewith a certified copy of Ordinance Number 22-13 which contains a complete legal description of the annexation along with a copy of a map reflecting the annexed properties and a list of the annexed addresses.

Should you require additional information in regard to this annexation, please contact, the Planning Services Department at 435-1670.

Thank you for your attention to this matter.

Sincerely,

Sherry Morris
Planning Services Administrator
Enclosures
See attached list

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 OCT -3 P 1:54
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

PROPOSED
ORDINANCE NO. 22-13

ORDINANCE NO. 22-13

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING A CERTAIN AREA
CONTIGUOUS AND ADJACENT TO THE CITY OF
PENSACOLA INTO THE CITY OF PENSACOLA, AND
DECLARING SAID AREA TO BE A PART OF THE CITY
OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has
found that the property described below is contiguous to the
City of Pensacola and reasonably compact in nature; and

WHEREAS, the City Council of the City of Pensacola
hereby determines that the petition for annexation is a
voluntary action of the owner of property in the area proposed
to be annexed; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the City of Pensacola hereby finds
and declares that all proceedings by the owner of the
hereinafter described area, in compliance with §171.044, Florida
Statutes, for the purpose of integrating and annexing said area
into the City of Pensacola, are regular and qualify pursuant to
the requirements of §171.044, and that the City of Pensacola
does hereby accept into the City of Pensacola the following
described properties which are being integrated and annexed by
the City of Pensacola and made a part and portion of the City of
Pensacola, lying within and hereby incorporated into the City of
Pensacola, to-wit:

THAT PORTION OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 30 WEST,
ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 11, BLOCK "B", FIRST
ADDITION TO COLLEGE PARK, A SUBDIVISION IN SAID SECTION,
ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 6, AT PAGE 70
OF THE RECORDS OF SAID COUNTY FOR THE TRUE POINT OF BEGINNING:
THENCE RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 158.03 FEET TO
A POINT; THENCE RUN NORTH 89°54'31" WEST FOR A DISTANCE OF 3.01

FEET TO A POINT; THENCE RUN SOUTH 26°10'00" WEST FOR A DISTANCE OF 122.15 FEET TO A POINT; THENCE RUN NORTH 63°44'26" WEST FOR A DISTANCE OF 2488.79 FEET TO A POINT; THENCE RUN NORTH 89°54'31" WEST FOR A DISTANCE OF 15.01 FEET TO A POINT; THENCE RUN NORTH 00°00'00" WEST FOR A DISTANCE OF 157.56 FEET TO A POINT; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 295.00 FEET TO A POINT BEING BACK AT THE TRUE POINT OF BEGINNING. LAND CONTAINING 61.744.22± SQUARE FEET OR 1.417± ACRES.

A map depicting the areas to be annexed is attached hereto as Exhibit A.

SECTION 2. The owner of the above described property has complied with the requirements of said §171.044, the certification of the City Engineer has been attached to the plat and legal description on file in the office of the City Clerk, and the above referenced area shall become a part of the City of Pensacola.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: September 26, 2013

Approved: P.C.W.
President of City Council

Attest:

Bricks L. Burnett
City Clerk

Legal in form and valid as drawn:

[Signature]
City Attorney

I, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE. WITNESS MY HAND AND THE CORPORATE SEAL OF THE CITY OF PENSACOLA, FLORIDA THIS THE 2nd DAY OF OCTOBER, 2013
Robert M. Lee
ASST. CITY CLERK
CITY OF PENSACOLA, FLORIDA



N
1 inch = 145 feet

ANNEXATION REQUEST
REQUESTED BY MR DUNAWAY

AUGUST 2013



REQUEST TO ANNEX INTO THE CITY

Addresses annexed into City of Pensacola on 9/26/2013 my ordinance 22-13

712 Underwood Avenue Apartment 900 A
712 Underwood Avenue Apartment 900 B
712 Underwood Avenue Apartment 900 C
712 Underwood Avenue Apartment 900 D
712 Underwood Avenue Apartment 900 E
712 Underwood Avenue Apartment 900 F
712 Underwood Avenue Apartment 900 G
712 Underwood Avenue Apartment 900 H
712 Underwood Avenue Apartment 900 I
712 Underwood Avenue Apartment 900 J
712 Underwood Avenue Apartment 900 K
712 Underwood Avenue Apartment 900 L

712 Underwood Avenue Apartment 901 A
712 Underwood Avenue Apartment 901 B
712 Underwood Avenue Apartment 901 C
712 Underwood Avenue Apartment 901 D
712 Underwood Avenue Apartment 901 E
712 Underwood Avenue Apartment 901 F
712 Underwood Avenue Apartment 901 G
712 Underwood Avenue Apartment 901 H
712 Underwood Avenue Apartment 901 I
712 Underwood Avenue Apartment 901 J
712 Underwood Avenue Apartment 901 K
712 Underwood Avenue Apartment 901 L
712 Underwood Avenue Apartment 901 M
712 Underwood Avenue Apartment 901 N

712 Underwood Avenue Apartment 902 A
712 Underwood Avenue Apartment 902 B
712 Underwood Avenue Apartment 902 C
712 Underwood Avenue Apartment 902 D
712 Underwood Avenue Apartment 902 E
712 Underwood Avenue Apartment 902 F
712 Underwood Avenue Apartment 902 G
712 Underwood Avenue Apartment 902 H
712 Underwood Avenue Apartment 902 I
712 Underwood Avenue Apartment 902 J
712 Underwood Avenue Apartment 902 K
712 Underwood Avenue Apartment 902 L

**PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
(BY CHAIRMAN OF BCC)**

WHEREAS, the Emergency Management Division has advised that Tropical Storm Karen has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), as amended by Ordinance No. 2002-28, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), as amended, I hereby proclaim, find, and declare:

1. The above recitals are true and are incorporated herein.
2. I am the duly selected Chairman of the Board of County Commissioners of Escambia County, Florida.
3. After due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting.
4. Pursuant to Escambia County Code Section 37-35 (a)(1), as amended, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 12:00 p. m., central time, this 4th day of October 2013.
6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
 - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any

other provision of law or county ordinance and the adopted Escambia County Management Plan.

8. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

9. This Proclamation shall be transmitted to the Secretary of State upon adoption.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

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

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: Doris Harris
Deputy Clerk



Dated this 4th day of October 2013.



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

October 4, 2013

Honorable Kenneth W. Detzner
Secretary of State
Attention: Liz Cloud, Program Administrator
Administrative Code Unit
R. A. Gray Building, Room 101
500 South Bronough Street
Tallahassee, Florida 32399-0250

FEDERAL EXPRESS
AIRBILL NUMBER 8987 6946 1050

Dear Mr. Detzner:

Enclosed please find two (2) certified copies of a *Proclamation Declaring State of Local Emergency (By Chairman of BCC)*, due to the imminent threat posed by Tropical Storm Karen.

When this Proclamation has been filed in your office, please return one certified copy, showing the filing date, to the **Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, Attention: Doris Harris, Clerk to the Board's Office, 221 Palafox Place, Suite 130, Pensacola, Florida 32502.**

Very truly yours,

Pam Childers
Clerk of the Circuit Court and Comptroller

By: *Doris Harris*
Doris Harris
Deputy Clerk to the Board

DCH/
Enclosures



FedEx Tracking Number **8987 6946 1050**

1 From Please print and press hard.

Date **10/4/2013** Sender's FedEx Account Number **1677-4434-6** COUNTRY NUMBER ONLY

Sender's Name **Doris Harris, Deputy Clerk** Phone (**850**) **595-4310**

Company **CLERK OF THE CIRCUIT COURT**

Address **190 WEST GOVERNMENT STREET**

City **PENSACOLA** State **FL** ZIP **32502**

2 Your Internal Billing Reference Proclamation State of Local Emergency

To Recipient's Name **Liz Cloud, Program Admr.** Phone (**850**) **245-6271**

Company **FL Dept. of State - R.A. Gray Building**

Address **500 South Bronough Street**

Address **Administrative Code Unit, Room 101**

City **Tallahassee** State **FL** ZIP **32399-0250**

Form ID No. **0200**

Sender's Copy

4 Express Package Service * To most locations.

NOTE: Service either has changed. Please select carefully.

Packages up to 150 lbs. For packages over 150 lbs., use new FedEx Express freight US Airbill.

Next Business Day

☐ **FedEx First Overnight**
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ **FedEx Priority Overnight**
Next business morning. * Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ **FedEx Standard Overnight**
Next business afternoon. * Saturday Delivery NOT available.

2 or 3 Business Days

☐ **NEW FedEx 2Day A.M.**
Second business morning. * Saturday Delivery NOT available.

☐ **FedEx 2Day**
Second business afternoon. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ **FedEx Express Saver**
Third business day. * Saturday Delivery NOT available.

5 Packaging * Declared value limit \$50K.

☒ **FedEx Envelope***

☐ **FedEx Pak***

☐ **FedEx Box**

☐ **FedEx Tube**

☐ **Other**

6 Special Handling and Delivery Signature Options

☐ **SATURDAY Delivery**
SATURDAY Delivery. * FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ **No Signature Required**
Package may be left without obtaining a signature for delivery.

☐ **Direct Signature**
Someone at recipient's address may sign for delivery. *Fee applies.*

☐ **Indirect Signature**
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. *For residential deliveries only. Fee applies.*

Does this shipment contain dangerous goods? *One box must be checked.*

☒ **No** ☐ **Yes** As per attached Shipper's Declaration. ☐ **Yes** Shipper's Declaration not required. ☐ **Dry Ice** Dry Ice UN 1845 _____ x _____ kg. ☐ **Cargo Aircraft Only**

7 Payment Bill to:

Sender's Billing Section ☒ I will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages _____ Total Weight _____ Total Declared Value*

The FedEx US Airbill has changed. See Section 4. For shipments over 150 lbs., order the new FedEx Express Freight US Airbill.



RETAIN THIS COPY FOR YOUR RECORDS.



Jonathan P. Steverson
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

September 27, 2013

Chairman
Escambia County Commission
Post Office Box 1591
Pensacola, FL 32597

Dear Sir/Madam:

The enclosed budget and Resolution are provided to you in accordance with the provisions of Florida Statutes Section 373.536(6)(a).

If you have any questions or need additional information, please contact Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting at (850) 539-5999.

Sincerely,

A handwritten signature in blue ink that reads "N. Jean Whitten".

N. Jean Whitten
Director, Division of Administration

NJW/ab

Enclosures

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Malone

GUS ANDREWS
DeFuniak Springs

STEPHANIE BLOYD
Panama City Beach

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe

PAM CHILDERS
CLERK OF DISTRICT COURT
ESCAMBIA COUNTY, FL
2013 OCT -1 P 3:19
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS



Jonathan P. Stevenson
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 781 ADOPTION OF FISCAL YEAR 2013-2014 BUDGET

WHEREAS, the Florida Legislature created the Northwest Florida Water Management District under Chapter 373, Florida Statutes; and

WHEREAS, the ensuing 2013-2014 fiscal year of the Northwest Florida Water Management District shall extend from October 1, 2013, through September 30, 2014; and

WHEREAS, the Northwest Florida Water Management District is authorized by Chapter 373, Florida Statutes, to adopt a budget in accordance with the provisions of Section 200.065, Florida Statutes; and

WHEREAS, the Northwest Florida Water Management District held a Public Hearing as required by Section 200.065, Florida Statutes;

WHEREAS, programs and projects which are of District benefit will be supported with ad valorem tax revenues and other funding sources as reflected in the forty seven million nine hundred one thousand one hundred five dollar Fiscal Year 2013-2014 budget.


NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Northwest Florida Water Management District, that:

1. The Fiscal Year Final 2013-2014 budget be adopted
2. This resolution will take effect immediately upon the adoption.

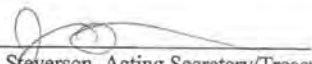
DULY ADOPTED at a public hearing this 26th day of September, 2013, A.D.

Time Adopted 5:10 PM

The Governing Board of the
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT


George Roberts, Chair

ATTEST:


Jonathan Stevenson, Acting Secretary/Treasurer

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Malone

GUS ANDREWS
DeFuniak Springs

STEPHANIE BLOYD
Panama City Beach

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PROPOSED TENTATIVE FISCAL YEAR 2013-2014 BUDGET BY FUND**

DESCRIPTION	General Fund	Capital Improv & Land Acq	Lands Management	Special Projects	Regulation	Mitigation	TOTAL
Cash Balances Brought Forward	30,390,596	537,051	8,667,452		1,053,426	14,943,990	55,592,515
ESTIMATED REVENUES:							
Ad Valorem Taxes .0400 mill	845,841			727,316	1,755,844		3,329,001
State Water Management Lands TF				3,000,000	2,490,545		5,490,545
State Florida Forever Trust Fund		951,000					951,000
State Water Protection and Sustainability TF		5,470,000					5,470,000
State Ecosystem Trust Fund				5,633,778			5,633,778
Permitting and Licensing					350,250		350,250
Federal Grants				3,707,638			3,707,638
Other State Funds				1,165,487		2,556,371	3,721,858
Local Government Units-Monitoring				170,397			170,397
Timber Sales			2,000,000				2,000,000
Miscellaneous Revenues	93,000	6,000	283,880		41,000	30,000	453,880
Current Year Revenue	938,841	6,427,000	2,283,880		4,637,639	2,586,371	31,278,347
Interfund Transfers	2,597,956	1,605,561		2,258,138	428,197		6,889,852
Total Estimated Revenues, and Balances	33,927,393	8,569,612	10,951,332	16,662,754	6,119,262	17,530,361	93,760,714
ESTIMATED EXPENDITURES:							
Salaries & Benefits	2,150,141	7,375	1,008,844	1,929,294	2,596,569	409,622	8,101,845
Other Personal Services	17,992		36,979	56,628	245,605	13,799	371,003
Contractual Services	241,210	95,750	863,955	4,890,789	262,172	1,687,719	8,041,595
Operating Expenses	964,919	3,600	1,110,886	410,241	853,986	297,332	3,640,964
Capital Outlay	394,125	2,100,000	139,000	186,788	49,500	12,225	2,881,638
Grants and Aids (Gen Fund is from reserves)	10,000,000	6,360,000	8,000	8,486,060			24,864,060
Total Operating Expenditures	13,768,387	8,566,725	3,167,664	15,969,800	4,007,832	2,420,697	47,901,105
Administrative Overhead Allocation	245,972	2,887	399,276	692,954	1,091,193	165,674	2,597,956
Interfund Transfers	2,686,335		1,605,561				4,291,896
Current Year Expenditures & Transfers	16,700,694	8,569,612	5,172,501	16,662,754	5,099,025	2,586,371	54,790,957
Reserves	17,226,699		5,778,831		1,020,237	14,943,990	38,969,757
Total Operating Expenditures, Transfers and Reserves	33,927,393	8,569,612	10,951,332	16,662,754	6,119,262	17,530,361	93,760,714



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-5069

Clerk & Comptroller's Report 13. 3.

BCC Regular Meeting

Consent

Meeting Date: 10/17/2013

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Approve the Minutes of the Regular Board Meeting held October 3, 2013; and

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 3, 2013.

Attachments

Agenda Work Session Report October 3, 2013

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD OCTOBER 3, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 11:09 a.m.)

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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., October 3, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Interim County Administrator Touart, and County Attorney Rogers reviewed the agenda cover sheet;
 - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Interim County Administrator Touart, Joy D. Blackmon, Amy Lovoy, Pam Allen, Robert Turpin, Larry M. Newsom, Pat Johnson, and Chips Kirschenfeld reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.
2. FOR INFORMATION: Interim County Administrator Touart advised that, at this time, he is not recommending activation of the Emergency Operations Center due to Tropical Storm Karen, and commented concerning functional consolidation of City and County Building Inspections Departments.

AGENDA WORK SESSION: October 3, 2013

NAME

DEPARTMENT/AGENCY

1	<u>Doris Harris</u>	<u>Clerk to the Board</u>
2	<u>Pat Childers</u>	<u>Clerk & Comptroller</u>
3	<u>Geo Toward</u>	<u>CA.</u>
4	<u>Quincy Witterstaedt</u>	<u>CAO</u>
5	<u>Gene M. Valutano</u>	<u>BCC</u>
6	<u>Sumon May</u>	<u>BCC</u>
7	<u>Grover Robinson</u> <u>TD</u>	<u>BCC</u>
8	<u>Steven Barry</u>	<u>BCC</u>
9	<u>Wilson Robertson</u>	<u>BCC</u>
10	<u>RS</u>	<u>City Atty</u>
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AGENDA WORK SESSION: October 3, 2013

NAME

DEPARTMENT/AGENCY

1	Sara Rachfal	P10
2	Cynthia Wolfe	LIBRARY
3	Marilyn D. Wesley	DCA
4	Michael Rhodes	PARKS
5	STEVE LITTLE John	Code Enforcement
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NAME

DEPARTMENT/AGENCY

1	LARRY GOODWIN	P/W
2	Claudia Johnson	Burchard
3	Donald Mayo	BITB
4	Tom Turner	HL
5	Wm Mann	P/W
6	Mike Weaver	P/W
7	James Casey	SOFT
8	Pat Johnson	TXNY
9	Nate Moore	(N)
10	Randy Wilcoxon	NEFT
11	Jennifer Colley	WAV
12	TONYA ELLIS	ECAT
13	Felicia Knight Marlow	Extension
14	Pamela Allen	Extension
15	[Signature]	
16	[Signature]	Pub Works
17	[Signature]	DSD
18	Robert Turpin	CED
19	Bretta Brown	BCC 3
20	Chris Kirschfeld	C+E
21	[Signature]	BCC D1
22	[Signature]	BCC-2
23	Timothy Day	C/E
24	Cathy Brown	TRAFFIC
25	Lay M. [Signature]	Admin
26	David Wheeler	Facilities MGT
27	[Signature]	IT
28	BRANDI ZIGLAR	PIO
29	KATHLEEN DOUGH-CASTRO	PIO
30	BILL PEARSON	PIO



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5108

Growth Management Report 13. 1.

BCC Regular Meeting

Action

Meeting Date: 10/17/2013

Issue: Weaver's Run Final Plat

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Weaver's Run Permit #07110646

That the Board take the following actions concerning recording of the Final Plat of Weaver's Run, (a 74 lot single family residential subdivision), located in the Hurst Hammock Community on Beulah Road, lying south of U.S. Highway 90 (Mobile Hwy). Owned and developed by Weaver's Run, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Bureau Chief and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Briar's Way, Jewt Lane, Farmers Road and Milynn Way";

C. Accept all public easements, drainage improvements within public easements/public parcels and Parcel "A" (1.82 acre dry retention pond), as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice-Chairman to execute a Two Year Warranty Agreement.

BACKGROUND:

The preliminary plat was approved on August 6, 2008. Construction Plans were approved on August 8, 2008. The Escambia County Department of Public Safety approved the street names "Briar's Way, Jewt Lane, Farmers Road and Milynn Way"; on August 7, 2007. Development Services inspected the improvements on October 5, 2013 and found improvements substantially complete and in accordance with applicable County requirements. An executed Two Year Warranty Agreement will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two Year Warranty Agreement was reviewed and approved by Stephen West on October 1, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION REQUIREMENTS:

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

COORDINATION WITH OTHER AGENCIES/PERSONS:

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

Attachments

Street Name Letter Approval

Location Map

2-Year Warranty Agreement

Approved Final Plat



Janice R. Kilgore, CEM
Director

Department of Public Safety

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

www.escambiaemergency.com

August 7, 2007

The following names have been submitted for approval:

Briar's Way
Jewt Lane
Farmers Road
Milynn Way

The street is located in:

Weaver's Run

The name was requested by:

Merrill Parker Shaw, Inc.
Professional Engineering Services

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

A handwritten signature in blue ink, appearing to be "WKS", written over a horizontal line.

9-1-1 Coordinator

A handwritten signature in blue ink, appearing to be "Janice R. Kilgore", written over a horizontal line.

Public Safety Director

WEAVER'S RUN SUBDIVISION



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
DISTRICT 1
CSR 09/27/13

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: 2-YEAR WARRANTY AGREEMENT
FOR WEAVER'S RUN

Date: SEPT. 27, 2013

Date due for placement on agenda: Nov. 7, 2013

Requested by RICK G. / DEV. SERVICES

Phone Number: 595-3458

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: Sept 27, 2013

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

*I have not reviewed the legal description
attached as Exhibit A.*

COUNTY ATTORNEYS OFFICE

27 SEP2013

PM03:01

Prepared by:

HAMMOND ENGINEERING, INC.
3802 N. 18TH ST.
PENSACOLA, FL 32505

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Corporation)**

This Two-Year Warranty Agreement (Agreement) is entered by and between WEAVERS RUN, LLC, a corporation organized under the laws of the State of FLORIDA whose address is 106 STONE BLD., CANTONMENT, FL 32533 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for WEAVERS RUN Development, more particularly described as follows:

See Exhibit A (Legal Description) for WEAVERS RUN, PB ____ PG ____; and

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

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

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

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

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

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

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

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

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


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

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

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

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

WITNESS:




ALEX R. STIERWALT
(printed name)

DEVELOPER/OWNER:

WEAVERS RUN, LLC


(name of corporation)

WITNESS:



RYAN L. SIEG
(printed name)

By:




(signature)
CODY RAWSON

(printed name/title)



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4 day of September, 2013 by
Cody Rawson as Man Member (title) of
Weavers Run LLC (name of corporation). He/She (☒) is personally known to me,
or (☐) has produced _____ as identification.



Signature of Notary

Ryan Sieg

Name of Notary (printed)


(Notary Seal)

WITNESS:

By: [Signature]
Title: Project Mng.
Address: 3802 N. 15th St.
Kensalok, FL 32505

By: [Signature]
Title: Project Mng.
Address: 3802 N. 15th St.
Kensalok, FL 32505

WITNESS:

By: _____
Title: _____
Address: _____

By: _____
Title: _____
Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

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

By: [Signature]
Title: Pres. & H&E
Address: 3802 N. 15th St
Kensalok, FL 32505

26 day of September, 2013

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

By: _____
Title: _____
Address: _____

____ day of _____, 200____

Escambia County, through its Board of County Commissioners

By: _____, Chairman

____ day of _____, 200____

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Oct 1, 2013

Exhibit A
Legal Description of Development

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

Prepared by: Marlene Parker Shaw

DESCRIPTION: (AS PREPARED BY MERRILL PARKER SHAW, INC.)

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 86 DEGREES 53 MINUTES 44 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 481.32 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4374, PAGE 1314, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE GO SOUTH 03 DEGREES 06 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 349.16 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE GO SOUTH 86 DEGREES 53 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 182.18 FEET; THENCE, DEPARTING SAID SOUTH LINE, GO SOUTH 72 DEGREES 05 MINUTES 13 SECONDS EAST A DISTANCE OF 239.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BEULAH ROAD (66' R/W); THENCE GO SOUTH 03 DEGREES 17 MINUTES 23 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BEULAH ROAD, A DISTANCE OF 87.52 FEET TO THE POINT OF CUSP OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING CONCAVE TO THE SOUTHWEST, SAID POINT BEING THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 6237, PAGE 1784, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF BEULAH ROAD, GO ALONG ALONG THE NORTH LINE OF SAID PARCEL AND THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 75 DEGREES 22 MINUTES 33 SECONDS, FOR AN ARC DISTANCE OF 32.89 FEET (CHORD BEARING: NORTH 34 DEGREES 23 MINUTES 57 SECONDS WEST, CHORD DISTANCE: DISTANCE OF 30.57 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 72 DEGREES 05 MINUTES 13 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 229.10 FEET; THENCE GO NORTH 86 DEGREES 53 MINUTES 44 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 173.60 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE GO SOUTH 03 DEGREES 06 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 255.09 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE GO NORTH 87 DEGREES 14 MINUTES 27 SECONDS WEST, ALONG THE SOUTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 6185, PAGE 1082, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, A DISTANCE OF 1521.68 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE GO NORTH 03 DEGREES 31 MINUTES 10 SECONDS EAST A DISTANCE OF 679.43 FEET TO THE SOUTHWEST CORNER OF WILLIAMS PLACE SUBDIVISION AS RECORDED IN PLAT BOOK 17 AT PAGE 12 OF THE PUBLIC RECORDS OF AFOREMENTIONED ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 86 DEGREES 53 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE OF SAID WILLIAMS PLACE SUBDIVISION AND THE SOUTH LINE OF HICKORY HILLS SUBDIVISION AS RECORDED IN PLAT BOOK 18 AT PAGE 26 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND AN EXTENSION THEREOF, A DISTANCE OF 1516.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 19, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; AND CONTAINS 24.18 ACRES MORE OR LESS.



OWNER/DEVELOPER:
WEAVER'S RUN, LLC, A FLORIDA LIMITED LIABILITY COMPANY
106 STONE BLVD
PENSACOLA, FL 32533
(850) 968-0991

RECORD PLAT OF WEAVER'S RUN

BEING A 74 LOT SUBDIVISION OF
A PORTION OF SECTION 19,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
OCTOBER 2013

MERRILL PARKER SHAW, INC.
4828 N DAVIS HWY. PENSACOLA, FL 32503
PROFESSIONAL LAND SURVEYING SERVICES
PH (850) 478-4223
FAX (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WEAVER'S RUN, LLC, A FLORIDA LIMITED LIABILITY COMPANY (OWNER), AND BEACH COMMUNITY BANK (MORTGAGEE) OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS WEAVER'S RUN, HEREBY DEDICATE TO THE PUBLIC ALL RIGHT-OF-WAYS, PUBLIC PARCEL A (DRY RETENTION POND), PUBLIC DRAINAGE AND ACCESS EASEMENTS, PUBLIC UTILITY AND ACCESS EASEMENTS, PUBLIC DRAINAGE EASEMENTS AND HEREBY DEDICATE TO EMERALD COAST UTILITIES AUTHORITY PARCEL B (LIFT STATION PARCEL) AND HEREBY REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

WEAVER'S RUN, LLC, A FLORIDA LIMITED LIABILITY COMPANY
CODY L. RAWSON, MANAGER
(CORPORATE SEAL)

WITNESS
PRINT NAME

WITNESS
PRINT NAME

WITNESS
PRINT NAME

WITNESS
PRINT NAME

SEAL

SEAL

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED CODY L. RAWSON, MANAGER OF WEAVER'S RUN, LLC, A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2013

SIGNATURE
PRINT NAME
COMMISSION NO
MY COMMISSION EXPIRES
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED BRIAN BELL, VICE PRESIDENT OF BEACH COMMUNITY BANK, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2013

SIGNATURE
PRINT NAME
COMMISSION NO
MY COMMISSION EXPIRES
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT, CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2013, AND FILED IN PLAT BOOK _____ AT PAGES _____ OF SAID COUNTY

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

SEAL

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2013, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

SEAL

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER SJ-17 050, SJ-17 051 AND SJ-17 052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED FROM TIME TO TIME, AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON SIGNED THIS 28th DAY OF SEPTEMBER, 2013

E. Wayne Parker
E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
(FLORIDA REGISTRATION NO 3683, CORPORATE NO 7174)
MERRILL PARKER SHAW, INC
4828 N DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923



SHEET 1 OF 2 SHEETS

PLAT BOOK _____, PAGE _____

ENGINEER:

THOMAS HAMMOND, P.E. # 54574
HAMMOND ENGINEERING, INC
3802 NORTH S STREET
PENSACOLA, FL 32505
(850) 434-2603

SURVEYOR:

E. WAYNE PARKER, P.L.S.
MERRILL PARKER SHAW, INC
4928 N DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

DESCRIPTION (AS PREPARED BY MERRILL PARKER SHAW, INC)

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTH 86 DEGREES 53 MINUTES 44 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 481.32 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4374, PAGE 1314, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING, THENCE GO SOUTH 03 DEGREES 08 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 349.16 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, THENCE GO SOUTH 86 DEGREES 53 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 182.18 FEET, THENCE, DEPARTING SAID SOUTH LINE, GO SOUTH 72 DEGREES 05 MINUTES 13 SECONDS EAST A DISTANCE OF 239.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BEULAH ROAD (66' R/W), THENCE GO SOUTH 03 DEGREES 17 MINUTES 23 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BEULAH ROAD, A DISTANCE OF 87.52 FEET TO THE POINT OF CURVE OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING CONCAVE TO THE SOUTHWEST, SAID POINT BEING THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 0237, PAGE 1784, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF BEULAH ROAD, GO ALONG ALONG THE NORTH LINE OF SAID PARCEL AND THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 73 DEGREES 22 MINUTES 33 SECONDS, FOR AN ARC DISTANCE OF 32.89 FEET TO THE POINT OF TANGENCY, NORTH 34 DEGREES 23 MINUTES 57 SECONDS WEST, CHORD DISTANCE DISTANCE OF 30.57 FEET TO THE POINT OF BEGINNING, THENCE GO NORTH 72 DEGREES 05 MINUTES 13 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 229.10 FEET, THENCE GO NORTH 86 DEGREES 53 MINUTES 44 SECONDS WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 173.60 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, THENCE GO SOUTH 03 DEGREES 08 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 255.09 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, THENCE GO NORTH 87 DEGREES 14 MINUTES 27 SECONDS WEST, ALONG THE SOUTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5185, PAGE 1082, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, A DISTANCE OF 1521.68 FEET TO THE SOUTHWEST CORNER OF WILLIAMS PLACE SUBDIVISION AS RECORDED IN PLAT BOOK 17 AT PAGE 12 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 86 DEGREES 53 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE OF SAID WILLIAMS PLACE SUBDIVISION AND THE SOUTH LINE OF HICKORY HILLS SUBDIVISION AS RECORDED IN PLAT BOOK 18 AT PAGE 26 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND AN EXTENSION THEREOF, A DISTANCE OF 1516.71 FEET TO THE POINT OF BEGINNING. THE ABOVE PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 19, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 24.18 ACRES MORE OR LESS

GENERAL NOTES:

- 1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF NORTH 87 DEGREES 14 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF THE SUBJECT PROPERTY
- 2) SOURCES OF INFORMATION: DEEDS OF RECORD, CLIENTS INSTRUCTIONS, AND EXISTING FIELD MONUMENTATION
- 3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHTS-OF-WAY, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY
- 4) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED
- 5) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP
- 6) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS
- 7) THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOOD PLAIN) BASE FLOOD ELEVATION NOT APPLICABLE, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, FIRM INDEX DATA SEPTEMBER 29, 2006, COMMUNITY PANEL NUMBER 120080 0270 G, MAP NUMBER 1203300270G, MAP REVISED DATE SEPTEMBER 29, 2006
- 8) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST
- 9) ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUTES
- 10) ALL LANDSCAPING, FENCE, RETAINING WALLS OR OTHER STRUCTURES MAINTAINED OR CONSTRUCTED WITHIN THE PUBLIC/PRIVATE DRAINAGE EASEMENTS MUST NOT OBSTRUCT THE FLOW OF WATER ACROSS OR THROUGH SAID DRAINAGE EASEMENTS
- 11) THERE EXIST A 10 FOOT PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, BEING 5 FOOT ON EACH SIDE SAID COMMON LOT LINES
- 12) NO ENTRANCE SIGNS ARE PROPOSED FOR THIS DEVELOPMENT

DENOTES

- 4"x4" CONCRETE MONUMENT, NUMBERED 7174 (PLACED) "P.R.M."
- 4"x4" CONCRETE MONUMENT, NUMBERED 6861 (FOUND) "P.R.M."
- 4"x4" CONCRETE MONUMENT, NUMBERED 7107 (FOUND) "P.R.M."
- 4"x4" CONCRETE MONUMENT, UNNUMBERED (FOUND) "P.R.M."
- NAIL AND DISK, UNNUMBERED 7174 (PLACED) "P.C.P."

- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PRC - POINT OF REVERSE CURVATURE
- PI - POINT OF INTERSECTION
- RP - RADIUS POINT
- GPS - GLOBAL POSITIONING SYSTEM
- PRM - PERMANENT REFERENCE MONUMENT
- PCP - PERMANENT CONTROL POINT
- BSL - BUILDING SETBACK LINE
- OR - OFFICIAL RECORDS
- CI - CURVE NUMBER
- LI - LINE NUMBER

BUILDING SETBACK REQUIREMENTS

20' FRONT SETBACK - ALL LOTS
SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING SETBACK LINE, MINIMUM 5 FEET ON EACH SIDE, NOT TO EXCEED 15 FEET ON EACH SIDE
20' REAR SETBACK - ALL LOTS

STATE PLANE COORDINATES

HORIZONTAL DATUM NORTH AMERICAN DATUM 83 (1990) FLORIDA NORTH ZONE

STATION	NORTHING (FT)	EASTING (FT)	LATITUDE	LONGITUDE	SCALE FACTOR	CONVERGENCE (S)	SOURCE
GPS-1	558028.7747	1060565.5569	30 30'10.2399"	87 22'59.5935"	0.99998552	-01 28'50.015"	GPS OBS
GPS-2	557359.5086	1060529.2772	30 30'03.6084"	87 22'59.8148"	0.99998533	-01 28'56.128"	GPS OBS
GPS-3	557432.7624	1059009.3604	30 30'03.9525"	87 23'17.2038"	0.99998534	-01 27'04.864"	GPS OBS

FORMULA TO CONVERT GRID DISTANCE TO GROUND (GEODETIC) DISTANCE:

$$\text{MEAN SCALE FACTOR (MSF)} = \frac{SF + SE}{2}$$
$$\text{GROUND (GEODETIC) DISTANCE} = \frac{\text{GRID DISTANCE}}{\text{MSF}}$$

CERTIFICATE OF ATTORNEY:

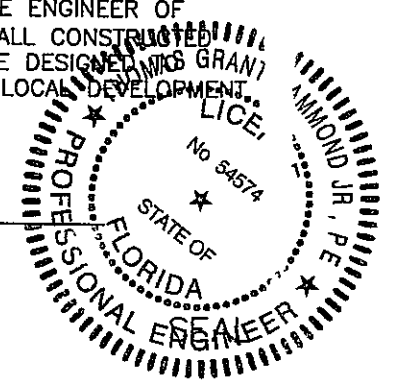
I, STEPHEN R. MOORHEAD, ESQ., AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED

ATTORNEY: STEPHEN R. MOORHEAD, ESQ.

ENGINEER'S CERTIFICATE:

I, THOMAS HAMMOND, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR WEAVER'S RUN SUBDIVISION AND THAT ALL CONSTRUCTION, ROADS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS

THOMAS HAMMOND, P.E.
FLORIDA REGISTRATION NO 54574
ENGINEERING BUSINESS 000009180



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

APPROVALS:

JOY BLACKMON, P.E.
COUNTY ENGINEER
PUBLIC WORKS DIRECTOR

HORACE JONES
DEVELOPMENT SERVICES INTERIM DIRECTOR

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2013

R.S. COLOCADO, P.S.M., COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO 6049

RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK _____, PAGE(S) _____



OWNER/DEVELOPER:
WEAVERS RUN, LLC, A FLORIDA LIMITED LIABILITY COMPANY
106 STONE BLVD
PENSACOLA, FL 32533
(850) 968-0991

ENGINEER:
THOMAS HAMMOND, P.E. # 54574
HAMMOND ENGINEERING, INC.
3802 NORTH S STREET
PENSACOLA, FL 32505
(850) 434-2603

SURVEYOR:
E WAYNE PARKER, PLS
MERRILL PARKER SHAW, INC.
4928 N DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

RECORD PLAT OF WEAVER'S RUN

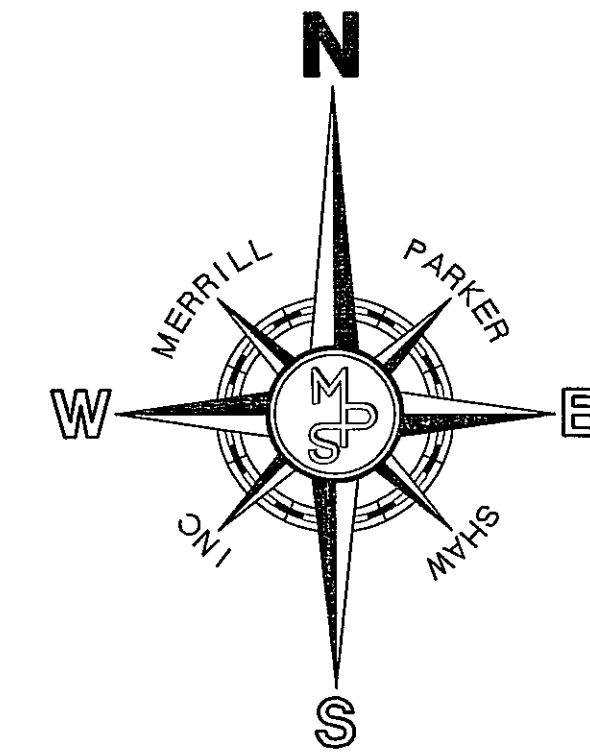
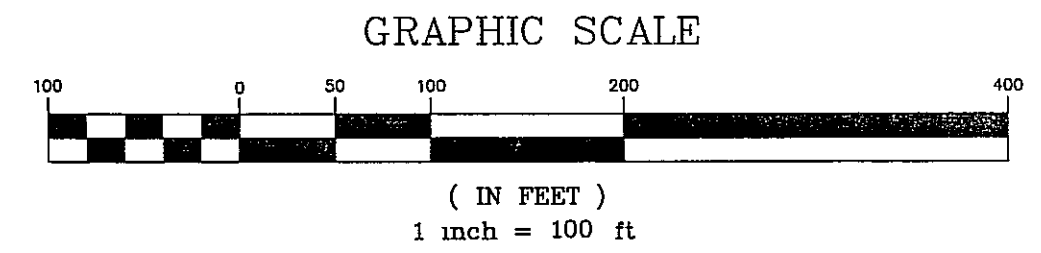
BEING A 74 LOT SUBDIVISION OF
A PORTION OF SECTION 19,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
OCTOBER 2013

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY. PENSACOLA, FL 32503
PROFESSIONAL LAND SURVEYING SERVICES
FLORIDA CORPORATION NUMBER 7174
PH (850) 478-4923
FAX (850) 478-4924

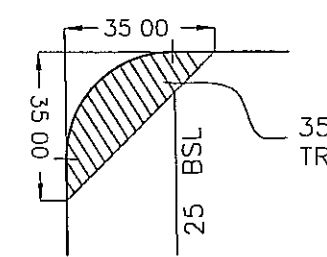
APPROVED 10-2-2013

REC'D SEP 27 2013

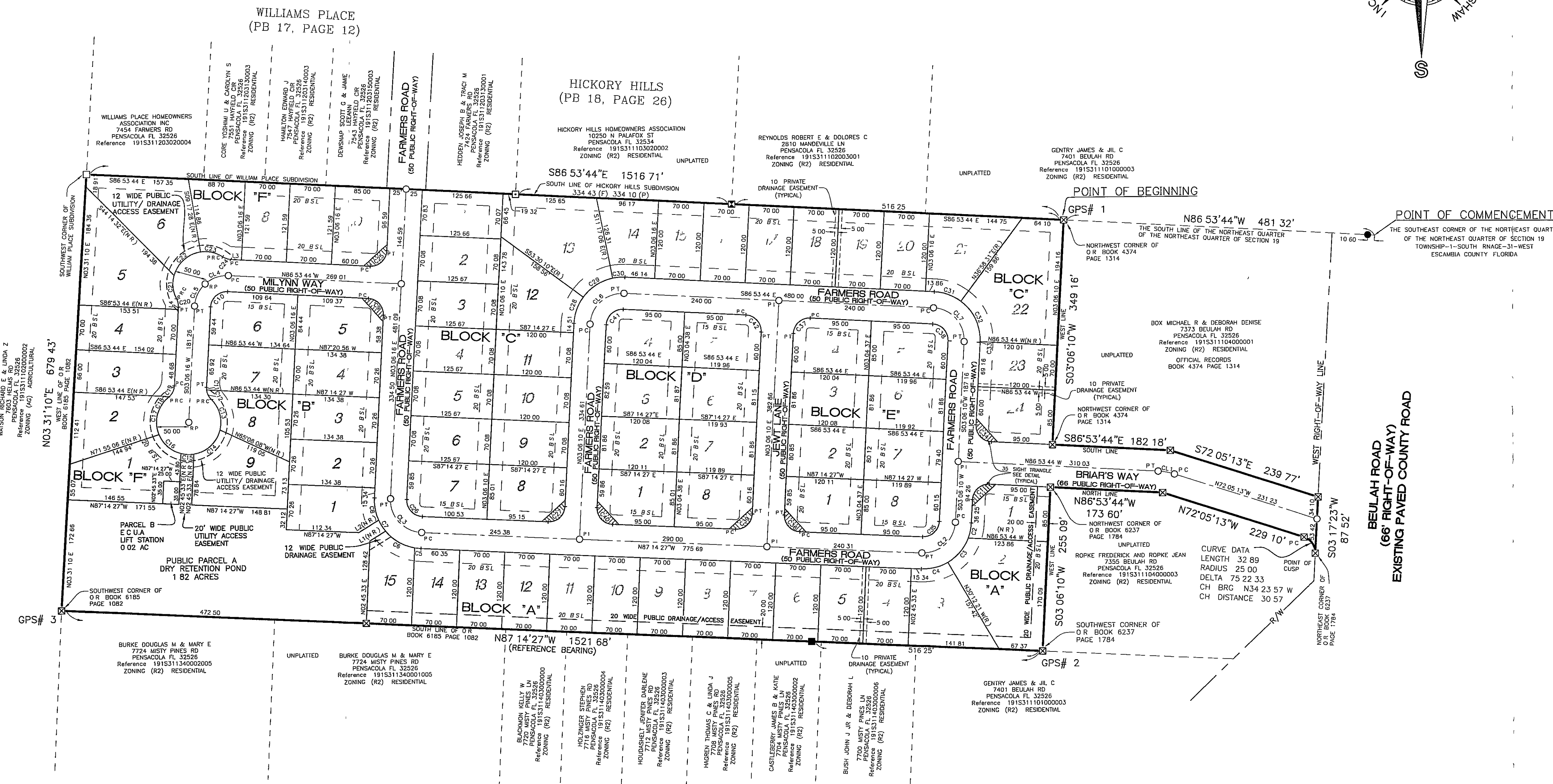
REC'D SEP 27 2013



DETAIL NOT TO SCALE



LAND DEVELOPMENT NOTE
7.01.05 Visual clearance along rights-of-way and at sight triangle intersections. The following areas shall be designed and maintained to allow visibility between three feet and nine feet above grade (Tree trunks trimmed of foliage to nine feet and newly planted material with immature crown development allowing visibility are exempt)
A At the intersection of two public rights-of-way a sight triangle described by the intersection of the right-of-way lines extended, and a line joining points on those lines 35 feet from said intersection
B At the intersection of a private driveway and a public right-of-way a triangle described by the intersection of the edge of the driveway and the right-of-way line and a line joining points on those lines 13 feet from said intersection
C Additional visibility requirements may be imposed by the department where unusual topography or traffic patterns dictate
SIGHT TRIANGLE ALSO SERVES AS A BUILDING SETBACK LINE
THE ABOVE REGULATION IS APPLICABLE TO ALL CORNER LOTS AS SHOWN HEREON



ROAD CENTERLINE CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD	BEARING
CL1	25.99	99.00	14°48'31"	25.52	N79°29'28"W
CL2	78.24	50.00	89°59'23"	70.50	S47°55'51"W
CL3	78.84	50.00	90°20'43"	70.92	N42°04'05"W
CL4	39.27	50.00	45°00'01"	38.27	S70°36'16"W
CL5	39.27	50.00	45°00'00"	38.27	S25°36'19"W
CL6	78.54	50.00	90°00'06"	70.71	N48°06'13"E
CL7	78.54	50.00	89°59'55"	70.71	S41°53'47"E

LOT LINE TABLE		
LINE	LENGTH	BEARING
L1	29.00	N58°23'49"E
L2	36.78	N58°23'49"E
L3	16.36	N86°53'44"W
L4	3.99	S03°06'16"W

LOT LINE CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.27	25.00	90°00'06"	35.36	S48°06'13"W
C2	24.15	75.00	18°27'06"	24.05	S12°19'43"W
C3	50.05	75.00	38°14'16"	49.13	S40°40'24"W
C4	43.15	75.00	32°58'02"	42.56	S76°15'32"W
C5	9.68	75.00	7°23'38"	9.67	N83°32'38"W
C6	53.12	75.00	40°35'02"	52.02	N59°33'18"W
C7	20.06	75.00	15°19'28"	20.00	N31°36'03"W
C8	35.40	75.00	27°02'34"	35.07	N10°25'02"W
C9	39.27	25.00	90°00'00"	35.36	N41°53'44"W
C10	39.27	25.00	90°00'00"	35.36	S48°06'16"W
C11	4.10	25.00	9°23'40"	4.09	S31°35'34"E
C12	16.93	25.00	38°47'40"	16.61	S25°41'14"E
C13	51.69	50.00	59°13'58"	49.42	S15°28'05"E
C14	58.47	50.00	67°00'09"	55.20	S47°38'59"W
C15	20.14	50.00	23°04'26"	20.00	N87°18'44"W
C16	46.68	50.00	53°29'17"	45.00	N49°01'52"W
C17	64.21	50.00	73°34'55"	59.69	N14°59'14"E
C18	1.90	25.00	4°21'02"	1.90	N49°07'10"E
C19	19.13	25.00	43°50'23"	18.67	N25°01'27"E
C20	13.29	25.00	30°28'07"	13.14	N12°07'47"W
C21	37.30	50.00	42°44'34"	36.44	N05°59'34"W
C22	58.09	50.00	66°34'08"	54.88	N48°39'48"E
C23	36.31	50.00	41°36'28"	35.52	S77°14'54"E
C24	13.29	25.00	30°27'04"	13.13	S71°40'12"E
C25	39.27	25.00	90°00'00"	35.36	N48°06'16"E
C26	39.42	25.00	90°20'42"	35.46	S42°04'06"E
C27	39.12	25.00	89°59'23"	35.25	N47°55'52"E
C28	43.71	75.00	33°23'40"	43.10	N19°48'00"E
C29	55.26	75.00	42°13'05"	54.02	N57°36'22"E
C30	18.84	75.00	14°23'22"	18.79	S85°54'35"E
C31	44.34	75.00	33°52'15"	43.69	S69°57'36"E
C32	72.63	75.00	55°29'00"	69.92	S25°16'15"E
C33	0.84	75.00	0°58'29"	0.84	S82°04'51"W
C34	39.27	25.00	89°59'54"	35.35	S41°53'47"E
C35	39.12	25.00	89°59'23"	35.25	S47°55'51"W
C36	39.42	25.00	90°20'37"	35.46	N42°04'08"W
C37	39.27	25.00	90°00'06"	35.36	N48°06'13"E
C38	39.27	25.00	89°59'54"	35.35	S41°53'47"E
C39	39.12	25.00	89°59'23"	35.25	S47°55'51"W
C40	39.42	25.00	90°20'37"	35.46	N42°04'08"W
C41	39.27	25.00	89°59'54"	35.35	N48°06'13"E
C42	39.27	25.00	89°59'54"	35.35	S41°53'47"E

BUILDING SETBACK REQUIREMENTS

20' FRONT SETBACK - ALL LOTS
SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING SETBACK LINE. MINIMUM 5 FEET ON EACH SIDE, NOT TO EXCEED 15 FEET ON EACH SIDE
20' REAR SETBACK - ALL LOTS

DENOTES

- 4"x4" CONCRETE MONUMENT, NUMBERED 7174 (PLACED) "P R M"
- 4"x4" CONCRETE MONUMENT, NUMBERED 6861 (FOUND) "P R M"
- 4"x4" CONCRETE MONUMENT, NUMBERED 7107 (FOUND) "P R M"
- 4"x4" CONCRETE MONUMENT, UNNUMBERED (FOUND) "P R M"
- 5/8" IRON ROD, UNNUMBERED 7174 (PLACED) "P C P"
- 5/8" IRON ROD, UNNUMBERED (FOUND)
- POINT OF CURVATURE
- POINT OF TANGENCY
- POINT OF REVERSE CURVATURE
- POINT OF INTERSECTION
- RADIUS POINT
- GLOBAL POSITIONING SYSTEM
- PERMANENT REFERENCE MONUMENT
- PERMANENT CONTROL POINT
- BUILDING SETBACK LINE
- OFFICIAL RECORDS
- CURVE NUMBER
- LINE NUMBER
- NON-RADIAL
- RADIAL



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5058

County Administrator's Report 13. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: Surplus of Dental Equipment/Donation to Escambia Community Clinics

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus and Donation of County-owned Dental Equipment Held by the Florida Department of Health in Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and donation of County-owned dental equipment held by the Florida Department of Health in Escambia County:

A. Declare surplus the County-owned equipment held by the Florida Department of Health in Escambia County for dental services listed on the provided exhibits; and

B. Adopt the Resolution donating this equipment to the Escambia Community Clinics, Inc.

BACKGROUND:

On June 30, 2013 the Escambia County Health Department discontinued providing dental services in the Century area. Escambia Community Clinics has taken over these dental services. The attached list of dental equipment was purchased with local dollars making them County assets that were used for dental services by the Health Department. This recommendation will allow the County to surplus this equipment and donate it to Escambia Community Clinics for their dental operations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION NUMBER R2013-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF TANGIBLE PERSONAL PROPERTY TO ESCAMBIA COMMUNITY CLINICS, INC., FOR USE IN ITS FAIRFIELD DRIVE DENTAL CLINIC, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Property) more particularly described in the attached Exhibit A; and

WHEREAS, Escambia Community Clinics, Inc., (ECC) is a Florida non-profit corporation that provides healthcare services to the medically needy, underinsured, uninsured, and underserved residents of Escambia County and the surrounding area; and

WHEREAS, ECC has requested that the County convey the Property to it for use by ECC in its Fairfield Drive Dental Clinic; and

WHEREAS, the Board of County Commissioners has determined that the Property is not needed for County purposes and that it is in the best interest of the County to convey the Property to ECC under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to ECC is authorized pursuant to Section 274.06, Florida Statutes;

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

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

Section 2. The Property shall be donated by the County to ECC for no consideration and with all other costs associated with accepting the Property being borne by ECC.

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

ADOPTED this ____ day of _____ 2013.

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

Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form;
and legal sufficiency.

By

Title

Date

[Signature]
Escambia County Attorney
Sept 25, 2013

FLORIDA DEPT OF HEALTH EQUIPMENT TRANSFER TO ESCAMBIA COMMUNITY CLINICS OCTOBER 18, 2013

APPENDIX 2

DATE RECEIVED	DOH PROP#	COUNTY PROP#	ITEM	MODEL NO	SERIAL NO	BLDG CODE	RM#	DEPT	LOCATION	COST	LAST INV	COMMENTS
7/26/1974	000949	13602	X-RAY UNIT	46-12394G	225091DN5001176LS	MA	114	DENTAL	Fairfield	1,480.00	9/10/2013	
	004906	13603	X-RAY UNIT	UNK	46156800G2	MA	114	DENTAL	Fairfield		9/10/2013	
7/26/1974	000951	13603	X-RAY UNIT	46-12394G	111161LV100978LN	MA	115	DENTAL	Fairfield	2,290.00	9/10/2013	
7/21/1987	000679	36205	FLOWMETER	MDM-4CYL	21565	MA	113	DENTAL	Fairfield	1,728.00	9/10/2013	
7/21/1987	000677	36206	CHAIR-DENTAL	S-001	27734	MA	107	DENTAL	Fairfield	4,675.00	9/10/2013	
7/21/1987	000647	36210	X-RAY UNIT	DENS-O-MAT 3610	6604264	MA	105	DENTAL	Fairfield	2,495.00	9/10/2013	
7/21/1987	000963	36211	X-RAY UNIT	3610	8800670	MA	118	DENTAL	Fairfield	2,495.00	9/10/2013	
7/21/1987	000678	36217	DELIVERY UNIT	3610	UNK	MA	107	DENTAL	Fairfield	2,475.00	9/10/2013	
3/22/1990	000950	37074	DELIVERY UNIT	2041	A038122	MA	116	DENTAL	Fairfield	2,935.00	9/10/2013	
3/22/1990	000971	37075	DELIVERY UNIT	PL200	57400	MA	108	DENTAL	Fairfield	2,935.00	9/10/2013	
8/16/1994	009803	41469	VACUUM SYSTEM	MC-202	VV8699	MA	EQUIP	DENTAL	Fairfield	3,055.00	9/10/2013	
11/30/1999	005953	45184	AIR COMPRESSOR	ACL4D2	ACL4-3607	MA	123	DENTAL	Fairfield	3,050.25	9/10/2013	
10/1/1999	005956	48269	CHAIR-DENTAL	6510B	26445	MA	114	DENTAL	Fairfield	4,035.22	9/10/2013	
10/1/1999	005959	48270	DELIVERY UNIT (see rm 108)	6510B	224960	MA	105	DENTAL	Fairfield	4,035.22	9/10/2013	
1/1/1992	005959	48270	CHAIR-DENTAL (see rm 105)	UNK	35161	MA	108	DENTAL	Fairfield		9/10/2013	
10/1/1999	005960	48271	DELIVERY UNIT	6510B	34764	MA	115	DENTAL	Fairfield	4,035.22	9/10/2013	
	5962	48364	Belmont Belray			MA	120	DENTAL	Fairfield	2,645.00	9/10/2013	
6/12/2001	N/A	49229	X-RAY UNIT	EX1000		DTC	Oral health	DENTAL	DTC	11,500.00	9/10/2013	
12/15/2000	007009	49230	AUTOCLAVE	2540M	2005466	MA	106	DENTAL	Fairfield	3,196.00	9/10/2013	
4/30/2001	007021	49521	HANDPIECE-CLEANER	QUATROCARE	1002421	MA	106	DENTAL	Fairfield	2,154.95	9/10/2013	
6/29/2001	007047	49973	HANDPIECE	N/A	N/A	MA	122	DENTAL	Fairfield	1,302.00	9/10/2013	
7/10/2001	007046	49974	MOTOR AND LIGHT CONTROL	111-M3-4R	INSIDE THE UNIT	MA	115	DENTAL	Fairfield	1,302.00	9/10/2013	
10/30/2003	007154	52702	AUTOCLAVE	STATIM 2000	221721A	MA	117	DENTAL	Fairfield	3,333.00	9/10/2013	
10/30/2003	007156	52704	SYSTEM-KAVO	KAVO	UNK	MA	105	DENTAL	Fairfield	2,603.00	9/10/2013	
6/25/2004	007175	53123	AUTOCLAVE	STATIM	5103EE0236	MA	117	DENTAL	Fairfield	3,599.00	9/10/2013	
4/30/2008	010049	57913	X-RAY SYSTEM-SENSOR#1	701491	1862618625	MA	105	DENTAL	Fairfield	24,996.92	9/10/2013	
4/30/2008	010049	57913	X-RAY SYSTEM-SENSOR#2	701491	1863018630	MA	107	DENTAL	Fairfield	24,996.92	9/10/2013	
4/30/2008	010049	57913	X-RAY SYSTEM-SENSOR#3	701491	1863218632	MA	108	DENTAL	Fairfield	24,996.92	9/10/2013	
4/30/2008	010049	57913	X-RAY SYSTEM-SENSOR#4	701491	1863218633	MA	114	DENTAL	Fairfield	24,996.92	9/10/2013	
4/30/2008	010049	57913	X-RAY SYSTEM-SENSOR#5	701491	1863118631	MA	115	DENTAL	Fairfield	24,996.92	9/10/2013	
4/30/2008	010049	57913	X-RAY SYSTEM-SENSOR#6	701491	1863118629	MA	116	DENTAL	Fairfield	24,996.92	9/10/2013	
3/6/2013	011266	60375	CDR ELITE SIZE 2 SENSOR 6	DICOM	4176041760	MA	120	DENTAL	Fairfield	8,136.00	9/10/2013	
3/6/2013	011267	60376	CDR ELITE SIZE 2 SENSOR 6	DICOM	4176041759	MA	120	DENTAL	Fairfield	8,136.00	9/10/2013	
3/6/2013	011268	60377	CDR ELITE SIZE 1 SENSOR 6	DICOM	4176041757	MA	120	DENTAL	Fairfield	13,968.00	9/10/2013	
3/6/2013	011269	60378	CDR ELITE SIZE 0 SENSOR 6	DICOM	4175841758	MA	120	DENTAL	Fairfield	4,739.67	9/10/2013	

258,004.00

FLORIDA DEPT OF HEALTH EQUIPMENT TRANSFER TO ESCAMBIA COMMUNITY CLINICS OCTOBER 18, 2013

APPENDIX 2

DATE RECEIVED	DOK PROR #	COUNTY PROR #	ITEM	MODEL NO	SERIAL NO	BLDG CODE	Rm#	DEPT	LOCATION	COST	LAST INV	COMMENTS
03/20/04		52958	Motorhome	Mobile Dental Unit	16DE5U1EX4F510278	DTC	Parking lot	Dental	DTC	175,600.00	9/10/2013	
06/30/08		57804	Motorhome GMC	Mobile Dental Unit	1GDJ5V1G58F400610	DTC	Parking lot	Dental	DTC	216,715.00	9/10/2013	

392,315.00



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5091

County Administrator's Report 13. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: 5:31 p.m. Public Hearing Request for Fiscal Year 2013/2014 Re-budgets

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on November 7, 2013, at 5:31 p.m., concerning re-budgeting ongoing Grant and project funding that will amend the Fiscal Year 2013/2014 Budget and appropriate these funds for those related ongoing Grants and projects.

BACKGROUND:

Re-budgets are funds for grants and projects that were approved in FY2012/13 or earlier, but since the associated projects were not completed, the associated funding must be brought forward in the FY2013/14 Budget, so the grants and project expenditures can be completed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5011

County Administrator's Report 13. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: Request for Disposition of Property

From: Janet Holley, Tax Collector

Organization: Tax Collector of Escambia County

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Tax Collector's Office - Janet Holley, Tax Collector

That the Board approve the two Requests for Disposition of Property Forms for the Tax Collector's Office for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The items listed on one of the Forms have been found to be of no further usefulness to the County; thus, it is requested that the items be auctioned as surplus or properly disposed of. The items on the other Form are not County property, but belong to the State of Florida. The County property ID tags should be removed, and the items should be deleted from the Tax Collector's inventory.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on one of the attached Requests for Disposition of Property has been checked, declared to be obsolete and/or of no use to the county, and suitable to be auctioned or properly disposed. The items on the other attached Request for Disposition of Property are not County property, but belong to the State of Florida. The County property ID tags should be removed, and the items should be deleted from the Tax Collector's inventory.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Items have minimal residual value. Recommend that Escambia County pick up items for destruction and/or auction. Please contact Jennifer Miles at 438-6500 ext. 3244 for scheduling.

Attachments

TCRFD101713

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector

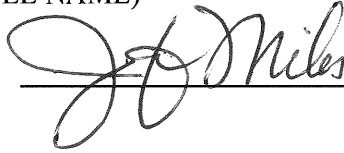
COST CENTER NO: _____

Jennifer Miles

DATE: _____

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No:

850-438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57991	Camera System		DL Camera	2008	Leased
Y	57993	Palm Pilot			2008	Leased

Disposal Comments: Request is for approval to remove County asset ID tags because the items are owned by the State.

The items will be retained in the Tax Collector's office, but disposition will be at the discretion of the state.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration

Date: _____

FROM: Escambia County Department Director (Signature): _____

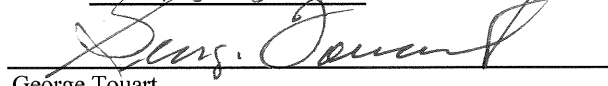
Director (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 9-24-2013



George Touart

Interim County Administrator or designee

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

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

rev. sh 07.11.12

REQUEST FOR DISPOSITION OF PROPERTY

ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector

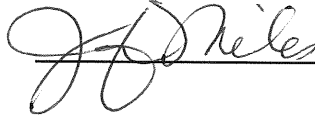
COST CENTER NO: _____

Jennifer Miles

DATE: September 17, 2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 850-438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	44752	UNINTERRUPTED POWER SUPPLY	WM011877	N/A	1997	
Y	46639	UNINTERRUPTED POWER SUPPLY	WM0219130325	N/A	1997	
Y	46640	UNINTERRUPTED POWER SUPPLY	XPOI13001037	N/A	1997	

Disposal Comments: These items are at our Marcus Pointe location.

INFORMATION TECHNOLOGY (IT Technician): Bob Findley, Chief Information Officer

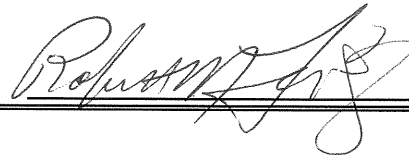
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 9/17/2013 Information Technology Technician Signature:



TO: County Administration Date: _____

FROM: Escambia County Department Director (Signature): _____

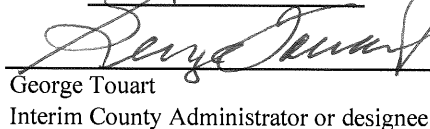
Director (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 9-24-2013


George Touart
Interim County Administrator or designee

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 07.11.12



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5029

County Administrator's Report 13. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: Disposition of Property for Development Services Department

From: Horace Jones, Interim Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Development Services Department - Horace L. Jones, Interim Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department for property described and listed on the Disposition Form, which is to be disposed of since it is not cost efficient to repair and is unusable for the Board of County Commissioners.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition is not cost effective to repair and is no longer of any use to the Board of County Commissioners; thus, it is requested to be properly disposed of.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes 274.07 and BCC Policy B-1, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department will remove all property tags and return tags and a signed copy of the Disposition of Property Form to the Clerk of the Courts Office in order for the Clerk of the Court to remove the property from the BCC's inventory. Disposing Department will also schedule Facilities to transfer property in unusable condition to Solid Waste Management for recycling.

Attachments

Property Disposition

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Development Services Department

COST CENTER NO: 250501

Yulanda Y. Sparks

DATE: 16-Sept. 13

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Yulanda Y. Sparks

Phone No: 850-595-3620

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	45662	Laser Printer	USKB219211	LaserJet 5N		Poor
Y	50474	Printer	7395	Fujitsu Duplex		Poor

Disposal Comments: _____

not cost efficient to repair

INFORMATION TECHNOLOGY (IT Technician):

KENNETH F. GELERMAN JR.

Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC

☐ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 9/18/2013 Information Technology Technician Signature:

[Signature]

TO: County Administration

Date: _____

FROM: Escambia County Bureau

Bureau Chief (Signature):

[Signature]

Bureau Chief (Print Name):

Horace L. Jones, Interim Director

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date:

9-20-13

[Signature]
George Touan

Interim County Administrator or Dignee

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

Pam Childers/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5056

County Administrator's Report 13. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: Memorandum of Understanding for Clinical Training

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding for Provision of Certain Clinical Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Memorandum of Understanding between Escambia County and Fire and Emergency Services Gulf Coast for the Provision of Certain Clinical Training:

A. Approve the Memorandum of Understanding (MOU) to allow the provision of clinical training experiences required for emergency medical technician (EMT) certification, under the auspices of Escambia County Emergency Medical Services (EMS), for selected Fire and Emergency Services Gulf Coast (FESGC) trainees; and

B. Authorize the Chairman to sign the MOU.

BACKGROUND:

Fire and Emergency Services Gulf Coast, a subordinate to the Naval Air Station Pensacola, has determined a mission-critical need for EMT training for selected FESGC trainees. Such training requires the provision of clinical facilities in which trainees can obtain the clinical learning experiences required for EMT certification. This recommended MOU will establish a partnership whereby Escambia County EMS will provide such clinical training, specifically pre-hospital, emergency patient care, for FESGC trainees. It will benefit EMS through use of additional manpower provided by FESGC trainees.

EMS Field Training Officers (FTOs) will provide the necessary oversight and instruction, based on a suitable training program developed in coordination with FESGC.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual approved the document as to form and legal sufficiency on September 20, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Memorandums of Understanding require approval of the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Two original MOUs must be fully executed, one to be retained by the Clerk's Office and one to be returned to FESGC for its records. EMS Division Manager Pat Kostic will ensure delivery of an executed original to FESGC and will oversee implementation of the MOU.

Attachments

MOU with FESGC

**MEMORANDUM OF UNDERSTANDING BETWEEN
ESCAMBIA COUNTY
AND FIRE AND EMERGENCY SERVICES GULF COAST
FOR THE PROVISION OF
CERTAIN CLINICAL TRAINING**

This Agreement, made and entered into this _____ day of _____, 2013, by and between **Fire and Emergency Services Gulf Coast**, a subordinate to the Naval Air Station Pensacola, whose administrative office address is 150 Hase Road, Building 4125, Pensacola, Florida 32508 (hereinafter referred to as the "FESGC"), and **Escambia County**, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, FESGC has determined a mission-essential need for emergency medical technician (EMT) training for selected FESGC staff (hereinafter referred to as ("trainees"), and such training requires the provision of clinical facilities in which the students can obtain the clinical learning experiences required for EMT certification.

WHEREAS, Emergency Medical Services (EMS), a division of the Public Safety Department of Escambia County, has clinical facilities (specifically ambulances) in which FESGC trainees can acquire certain clinical learning experiences required for EMT certification, and

WHEREAS, it is in the best interest of the U.S. Navy for FESGC trainees to receive clinical experience from EMS. On-site presence of emergency medical technicians is essential for the operation of many of the FESGC high-risk training activities. The clinical experience gained by partnering with EMS is of the nature and type that is most like what FESGC trainees would experience in the high-risk training environment, particularly with respect to patient assessment, application of first aid, and immobilization for transport. The high volume of emergency calls received by EMS makes this partnering arrangement the most efficient means available to FESGC trainees to fulfill the requisite number of patient contacts necessary for successful completion of the EMT training program. Furthermore, it is to the benefit of the County and EMS to receive and use the additional manpower provided by FESGC trainees.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, FESGC and County agree as follows:

1. FESGC shall:
 - A. Furnish materials for the keeping of permanent records of trainees for the duration of any training provided pursuant to this agreement.
 - B. Retain only those trainees whose conduct and performance is in accordance with the standards set forth by acceptable practice.
 - C. Plan schedules for clinical experience, said plans to have the approval of EMS prior to the beginning of the experience period.

D. Coordinate with EMS to mutually determine the number and assignment of trainees at least two (2) weeks prior to the beginning of each training period. EMS reserves the right to refuse acceptance of any trainee or bar any trainee when it is determined further participation would not be in the best interest of the parties.

E. Ensure that trainees comply with all EMS policies, rules and regulations that are not inconsistent with federal statutes, regulations or other laws binding on the U. S. Navy.

F. Provide FESGC trainees with the necessary books, periodicals, teaching equipment, supplies and materials needed for specific instances of instruction by the Field Training Officers (FTOs).

G. Assign a FESGC staff member to be the point of contact, available for consultation and coordination with EMS staff.

H. Be responsible for healthcare and such other medical care and protective measures necessary to ensure safe participation of all FESGC trainees in the training program.

I. Prohibit the publication by trainees or staff members of any material relative to their clinical experience that has not been approved for release for publication by EMS and the FESGC.

J. Agree that in no case shall its trainees, employees, or agents remove or cause to be removed any original or copied protected health information (as defined a the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) from the physical premises of EMS. FESGC agrees that removal or causing removal of protected health information, whether in original or copied form, will constitute grounds for dismissal of the involved trainee or trainees from the program and will constitute grounds for immediate termination of the Agreement by EMS.

K. Ensure FESGC trainees, supervisors, employees, and agents fully comply with County/EMS privacy practices and procedures and its Notice of Privacy Practices.

L. Allow for the exchange and appropriate use of necessary equipment, facilities and training supplies, agreed to by both agencies, for the purpose of furthering the skills and abilities of both FESGC Trainees and EMS paramedics and EMTs.

M. Not seek indemnification from County or EMS for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the trainees' professional duties while training at EMS.

2. The administration, oversight and responsibility for Ambulance Services and patient care at EMS shall be the responsibility of and under the direct control and supervision of EMS and shall be administered through the EMS staff, and in so doing, EMS shall:

A. Make available to the trainees, clinical facilities indicative of the service being provided and within the current capabilities and infrastructure available at EMS.

- B. Allow FESGC trainees the same administrative privileges allowed to other non-military trainees, including access to reasonable classroom, storage, dressing and locker room space.
 - C. Coordinate with the FESGC in planning and administering a suitable training program for the trainees that will not conflict with other FESGC programs. Joint meetings FESGC and EMS shall be held upon request by either agency.
 - D. Educate and advise the Field Training Officers on their responsibilities associated with the training and evaluation of the trainees assigned during their shifts.
 - E. Permit, upon request, the inspection of its clinical and related facilities by agencies charged with the responsibility for accreditation of U. S. Navy educational programs.
 - F. Allow FESGC trainees to participate in the continuing education programs of EMS as they relate to the student clinical experiences.
 - G. Provide emergency medical and dental treatment to any FESGC trainee injured while engaged in the training program. The reasonable cost of such treatment shall be paid by the US Navy.
 - H. Not use FESGC's name or the names of participating trainees in any publicity or advertising media; however, the existence and scope of said program may be publicly disclosed.
 - I. Upon request of FESGC, furnish a written report evaluating trainee performance. Reports shall be directed to: Fire Chief, Fire and Emergency Services Gulf Coast, 150 Hase Road, Building 4125, Pensacola, FL 32508.
 - J. Not seek indemnification from the FESGC, the US Navy, or the United States for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the trainees' professional duties while training at EMS.
 - K. Prohibit FESGC trainees from driving any EMS vehicles. Driving an EMS vehicle is considered outside the scope of the trainees' duties and any damages resulting from a trainee driving an EMS vehicle will not be covered under the Federal Tort Claims Act.
3. The trainees are being provided the opportunity to learn in a field environment under the auspices of Escambia County Emergency Medical Services and, as such, the trainees shall:
- A. Abide by any and all rules and regulations mutually agreed upon by the FESGC and EMS for the governing of the trainees.
 - B. Abide by existing policies, rules and regulations delineated verbally and in writing by EMS Administration, Shift Supervisors and those directly responsible for their training, except where compliance would be inconsistent with federal statute, regulation or any other law binding members of the U. S. Navy.
 - C. Be individually responsible for financing the cost of their own meals, transportation to and from the training location, uniform/clothing, personal protective

gear, equipment, supplies, and educational materials. With the exception of transport and meals, trainees may request funding for said items from appropriate military sources via their administrative chain of command. Only those items required and necessary for trainee to satisfactorily meet the program requirements will be considered for reimbursement by the Navy.

D. Follow the appropriate dress code established and mutually agreed upon by EMS and FESGC. Trainees are prohibited from wearing their military uniforms while engaged in EMS training programs.

E. Wear appropriate name tags or identifiers at all times during their clinical or field rotations.

F. Understand, that a breach of patient confidentiality will result in termination from their clinical rotation with EMS.

G. Understand that all patient information and records that may be accessible to the trainees during their clinical rotation at EMS are considered confidential. Trainees' compliance with all County/EMS policies, practices and procedures is mandatory.

H. Understand that trainees are prohibited from driving any EMS vehicles. Driving an EMS vehicle is considered outside the scope of the trainees' duties and any damages resulting from a trainee driving an EMS vehicle will not be covered under the Federal Tort Claims Act.

4. The parties hereto shall cooperate in periodic and terminal evaluation of these programs.

5. The acceptance of voluntary services provided to FESGC by EMS is authorized pursuant to Title 10 United States Code §1588(a) (3) and OPNAVINST 5380.1A. It is understood and agreed that neither the U.S. Navy nor FESGC will incur any expenses for the services provided by EMS to FESGC under this agreement, nor does EMS expect compensation from the U.S. Navy or FESGC for the services provided to FESGC under this agreement. This agreement does not constitute a debt, liability or monetary obligation of any kind for the State of Florida, Escambia County, the U.S. Navy, or FESGC.

6. This agreement will not result in, nor is it meant to displace employees or impair existing contracts for services.

7. The trainees affected by this MOU receive compensation from the U.S. Navy only, and are prohibited from receiving compensation, in any form, from EMS or any other source. It is understood and agreed that EMS may generate bills for services rendered by the trainee. Proceeds from these bills will become the exclusive property of the training institution, and the U.S. Navy shall have no right to claims to such proceeds. Notwithstanding the above, as required by 32 C.F.R., Section 199.6(a) (3), EMS cannot bill under the TRICARE Program for the services rendered by trainees.

8. The United States Navy is self-insured against any claims arising from any act or omission by any trainee acting within the scope of their duties affected by this agreement. Trainees affected by this agreement remain employees of the United States while performing duties within the course and scope their employment with the Federal government. Consequently, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., sections 1346(b),

2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions of the trainee while acting within the scope of his or her duties pursuant to this agreement.

9. To the extent permitted by law, and subject to any claim of sovereign immunity, the parties understand and agree that each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents while said employees and agents are acting within the scope of their employment in the performance of this agreement.

10. The parties reserve the right at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in their sole discretion, to terminate this Agreement with respect to all or any portion of services (such total or partial termination being referred to hereinafter as a "termination for convenience"). Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so, which notice shall specify the services that it has elected to remove from the scope and operation of this Agreement. The termination for convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default or breach under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type. EMS recognizes that Navy mission requirements may make it necessary for the Fire Chief of FESGC to suspend or terminate FESGC's performance of this agreement without providing the full 30-days notice as set forth above. The parties agree that under such circumstances, FESGC will provide EMS with as much notice as possible in the event mission requirements necessitate suspension or termination of this agreement.

11. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To FESGC:

Fire Chief

Fire & Emergency Services Gulf Coast

150 Hase Road, Building 4125

Pensacola, Florida 32508

To EMS:

County Administrator

Escambia County Government Complex

221 South Palafox Place

Pensacola, Florida 32502

All notices required or to be given hereunder shall be made in writing, and shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. 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 ten (10) days prior notice of the address change.

12. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not

otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

A. If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement.

B. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

13. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

14. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof. Any changes or modifications to this agreement must be made in writing and be signed by both parties.

15. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of a party.

16. Pursuant to the requirements of Florida law, the parties' performance under this Agreement shall be contingent upon an annual appropriation by the Florida Legislature that funds this program. This Agreement does not constitute a debt, liability, or obligation of the State of Florida, Escambia County, the U. S. Navy or FESGC.

17. This Agreement shall become effective after being properly executed by the parties hereto.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Board of County Commissioners, through its Chairperson, authorized to execute same by Board action on the _____ day of _____, 2013, and Fire and Emergency Services Gulf Coast, signing by and through its Fire Chief duly authorized to execute same.

Approved as to form and legal sufficiency.

By/Title: Kellie L. ACA
Date: 9/20/13

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS.

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

_____ day of _____, 2013

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Fire and Emergency Services Gulf Coast

Witness: [Signature]

By: [Signature]
William F. Barrow, Fire Chief

Witness: [Signature]

Date: 9/23/2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5134

County Administrator's Report 13. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: Community Redevelopment Agency Meeting Minutes, September 16, 2013

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 16, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the September 16, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

BACKGROUND:

On September 16, 2013, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

September 16, 2013 CRA Board Minutes



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
September 16, 2013
8:45 a.m.**

**BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

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

Absent: Commissioner Grover Robinson, IV

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

Call to Order.

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

Proof of publication

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

I. Public Forum

II. Technical/Public Service

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 20, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the August 20, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

Vote: 4 - 0

III. Budget/Finance

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 209 Henry Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 209 Henry Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Daniel J. Hammer, the owner of residential property located at 209 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,275 representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 3306 West La Rua Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 3306 West La Rua Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kent D. Lowman, the owner of residential property located at 3306 West La Rua Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$2,245 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, to replace the roof; and

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

Vote: 4 - 0

3. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 300 1/2 Jamison Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 300 1/2 Jamison Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Karen M. Lynn, the owner of residential property located at 300 1/2 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,150 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to connect to sanitary sewer; and

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

Vote: 4 - 0

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 803 Rue Max Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 803 Rue Max Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and James G. Cantrell, the owner of residential property located at 803 Rue Max Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,365, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

5. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 11 Aster Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 11 Aster Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Caramia Rosado, the owner of residential property located at 11 Aster Street, Pensacola, Florida, in the Barrancas

Redevelopment Area, each in the amount of \$1,207, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

6. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 302 Jamison Street - Keith Wilkins. Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 302 Jamison Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and C. Jane Knowles, the owner of residential property located at 302 Jamison Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,200, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for replacing the roof; and

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

Vote: 4 - 0

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5115

County Administrator's Report 13. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: Request for Property Disposition

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

Organization: Clerk & Comptroller's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of the Clerk of Court & Comptroller - Pam Childers, Clerk of the Circuit Court

That the Board approve the Request for Disposition of Property Form for the Office of the Clerk & Comptroller, for property which is to be auctioned/disposed of, all which is described and listed on the form with the Agency and reason stated.

BACKGROUND:

That the microfiche equipment is obsolete or broken and is to be recycled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Propdisp10_2013

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: CLERK OF COURT & COMPTROLLER COST CENTER NO: _____

PAM CHILDERS, CLERK & COMPTROLLER

DATE: 9/26/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature) Kara Cowen Phone No: 595-4144
Kara Cowen

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	40411	KODAK STAR TECH READER	303703	STARTEH II	1993	OBSELETE
Y	47621	ABR 2000 ROLL FILM/FICHE	N/A	ABR2000	1999	OBSELETE
Y	50062	ALOS Z 43 READER PRINTER	31013697	Z43	2002	OBSELETE
Y	41429	PRINTEK FORMS PRO 4503	CBA45555	PRO 4503	2000	OBSELETE

Disposal Comments: _____

The computers have had the hard drives removed for security reasons, and the other equipment is broken or obsolete.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: _____

FROM: Clerk & Comptroller Clerk (Signature): Pam Childers

Clerk (Print Name): PAM CHILDERS, CLERK & COMPTROLLER

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 10-7-13

George Touart
George Touart

Interim County Administrator or designee

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. bj 05-15-13

SUNGAURD PENTAMATION
DATE: 09/26/2013
TIME: 16:12:10

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno='40411'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION	DEPRECIATION INFORMATION
40411	READER MICROFILM STARTECH II	FUNDING GENERAL CAPITAL ASSET Y	EST LIFE 3 DEF LIFE
-000	MFR KODAK	VENDOR EASTMAN KODAK	DEP N POST DP N DEP METH
	MODEL STARTECH II	CAT 107 PO UNITS 1	SALVAGE VALU .00
	S/N 303703	LOC ARCHIVES CHECK UN CST 3395.00	ACCUM DEP 3395.00
	INVENTORY DATE 07/18/12	FUND TYPE G ACQUIRE 08/25/93 COST 3395.00	REM BOOK BASIS .00
	CONDITION GOOD STATUS	DPT ARCHIVES INS CO ID # 29704F	DEP BASIS 3395.00
	NEXT SCHEDULED MAINTENANCE	GRT INS VAL 0.00	LAST POSTING DATE 09/30/06
	VIEW ROOM		SALE AMOUNT .00
			RETIRED DATE

DISTRIBUTION INFORMATION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
FUNCTION	SPI	SPI	SPI DEFAULT			1.00
REPORT TOTAL	1 RECORDS SELECTED					
COST		3,395.00				
INSURANCE VALUE		.00				
SALVAGE VALUE		.00				
ACCUMULATED DEPRECIATION		3,395.00				
SALE AMOUNT		.00				

SUNGAURD PENTAMATION
DATE: 09/26/2013
TIME: 16:13:02

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno='47621'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION				DEPRECIATION INFORMATION			
47621	READER PRINTER ABR 2000	FUNDING SPEC REV	CAPITAL ASSET Y	EST LIFE	3	DEP LIFE			
-000	MFR BELL & HOWELL	VENDOR BELL & HOWELL		DEP N POST DP N		DEP METH			
	MODEL ABR2000	CAT 107	PO 990311	UNITS	1	SALVAGE VALU		.00	
	S/N	LOC ARCHIVES	CHECK 8541	UN CST	5210.57	ACCUM DEP		5210.57	
	INVENTORY DATE 06/27/12	FUND TYPE G	ACQUIRE 06/23/99	COST	5210.57	REM BOOK BASIS		.00	
	CONDITION GOOD STATUS	DPT ARCHIVES	INS CO			DEP BASIS		5210.57	
	NEXT SCHEDULED MAINTENANCE 08/09/07	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/06		
			SERVICE ID#29712F			SALE AMOUNT		.00	
						RETIRED DATE			

DISTRIBUTION INFORMATION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
FUNCTION		SPI	SPI DEFAULT			1.00
SPI	SPI DEFAULT					
REPORT TOTAL	1 RECORDS SELECTED					
COST		5,210.57				
INSURANCE VALUE		.00				
SALVAGE VALUE		.00				
ACCUMULATED DEPRECIATION		5,210.57				
SALE AMOUNT		.00				

SUNGAURD PENTAMATION
DATE: 09/26/2013
TIME: 16:13:19

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno='50062'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION				DEPRECIATION INFORMATION			
50062	ALOS 243 READER PRINTER		FUNDING SPEC REV	CAPITAL ASSET Y	EST LIFE	3	DEP LIFE		
-000	MFR ALOS	CLS M	VENDOR MICROSCAN		DEP N POST	DP N	DEP METH		
	MODEL 243	CAT 107	PO 2002267	UNITS 1	SALVAGE VALU			.00	
	S/N 31013697	LOC ARCHIVES	CHECK	UN CST 7475.48	ACCUM DEP			7475.48	
	INVENTORY DATE 06/27/12	FUND TYPE G	ACQUIRE 04/05/02	COST 7475.48	REM BOOK BASIS			.00	
	CONDITION GOOD STATUS	DPT ARCHIVES	INS CO ARCHIVES		DEP BASIS			7475.48	
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	LAST POSTING DATE		09/30/06		
	VIEW ROOM				SALE AMOUNT			.00	
					RETIRED DATE				

DISTRIBUTION INFORMATION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
FUNCTION		SPI	SPI DEFAULT			1.00
SPI	SPI DEFAULT					
REPORT TOTAL	1 RECORDS SELECTED					
COST		7,475.48				
INSURANCE VALUE		.00				
SALVAGE VALUE		.00				
ACCUMULATED DEPRECIATION		7,475.48				
SALE AMOUNT		.00				

SUNGAURD PENTAMATION
DATE: 09/26/2013
TIME: 16:13:35

ESCAMBIA COUNTY CLERK - LIVE
FIXED ASSETS LISTING

PAGE NUMBER: 1
REPORT10

SELECTION CRITERIA: assets.tagno='41429'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION				DEPRECIATION INFORMATION			
41429	PRINTER W/CABINET PRO4503		FUNDING GENERAL		CAPITAL ASSET Y	EST LIFE	3	DEP LIFE	
-000	MFR PRINTEX	CLS M	VENDOR NIXDORF			DEP N POST	DP N	DEP METH	
	MODEL PRO 4503	CAT 101	PO	UNITS	1	SALVAGE VALU			.00
	S/N CBA45555	LOC CENTURY	CHECK	UN CST	3030.00	ACCUM DEP		3030.00	
	INVENTORY DATE 06/27/12	FUND TYPE G	ACQUIRE 10/11/00	COST	3030.00	REM BOOK BASIS			.00
	CONDITION GOOD STATUS PRINTEX	DPT CENTURY	INS CO			DEP BASIS		3030.00	
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00		LAST POSTING DATE	09/30/06		
						SALE AMOUNT			.00
						RETIRED DATE			
DISTRIBUTION INFORMATION		ACTIVITY		DEP ORGN	ACCOUNT	PCT			
FUNCTION									
REPORT TOTAL	1 RECORDS SELECTED								
COST		3,030.00							
INSURANCE VALUE		.00							
SALVAGE VALUE		.00							
ACCUMULATED DEPRECIATION		3,030.00							
SALE AMOUNT		.00							



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5110

County Administrator's Report 13. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: Reappointment to the Workforce Escarosa, Inc., Board of Directors

From: Marilyn Wesley

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the reappointment of Rebecca "Becky" Decesare (previously Rebecca "Becky" Camarillo), General Manager, Springhill Suites Marriott, to the Workforce Escarosa, Inc., Board of Directors as a private sector representative for a second three-year term, per the end date of her previous appointment, with the term of appointment to be effective October 7, 2013, through October 6, 2016.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

Becky Decesare is described by the Executive Director of Workforce Escarosa as an "excellent" and "active" board member who would like to continue serving on their board.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this reappointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa on this reappointment.


Attachments

Becky Decesare information



MEMORANDUM

TO: Marilyn Wesley
Escambia Board of County Commissioners

FROM: Susan Nelms 
Executive Director

DATE: September 25, 2013

RE: Workforce Escarosa, Inc. Board of Directors Membership

The board membership term for Becky (Camarillo) Decesare will expire on October 6, 2013. Ms. Decesare has been contacted and wishes to continue serving on the Workforce Escarosa Board of Directors. Therefore, on her behalf, I am requesting that Ms. Decease's name be resubmitted to the Escambia Board of County Commissioners for reappointment to the Board.

This individual is an excellent Board member who has taken an active role in making decisions regarding issues brought before the Board.

If you need additional information or have any questions regarding the above, please contact me at 473-0939.

Thank you for your assistance with the above.

/js

Regional Workforce Board
9111 Sturdevant Street
Pensacola, FL 32514
Phone: (850) 473-0939
Fax: (850) 473-0935

Pensacola Center
3670-A North "L" Street
Pensacola, FL 32505-5217
Phone: (850) 607-8700
Fax: (850) 607-8849

Milton Center
5725 Highway 90
Milton, FL 32583
Phone: (850) 983-5325
Fax: (850) 983-5330

Century Center
8120 N. Century Blvd.
Century, FL 32535
Phone: (850) 256-6259
Fax: (850) 256-6266

www.workforceescarosa.com

**WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): ☐ Small Business (less than 500 employees)
☐ Minority Owned

Name: Becky DeCesare
Business Name: Springhill Suites Marriott
Address: 487 Creighton Rd
Pensacola FL 32504

Title: General Manager

Phone No.: 850 475 0055

FAX No.: 850 475 0058

E-Mail Address: becky.decesare@marriott.com

Cell Phone No.: 850 572 7778

Home Address: 1439 Keylen Cove
Pensacola FL 32504

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	RACE: <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	VETERAN: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AGE: <input checked="" type="checkbox"/> < 55 <input type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Community Organization Memberships

Seville Rotary

Board Memberships

currently on workforce Escarosa board

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

my 17 yrs of hotel experience in managing associates I have a lot to bring to table to help make sure the programs we offer are right and will work

Does your company currently provide any service or products to Workforce Escarosa, Inc.?

Yes ☐ No ☒

Please attach a copy of your resume' to this form



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5111

County Administrator's Report 13. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: Appointment to the Workforce Escarosa, Inc., Board of Directors

From: Marilyn Wesley

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Russell B. Branch, Director of Training and Safety, Lakeview Center, Inc., to the Workforce Escarosa, Inc., Board of Directors, as a disabled population representative for a three-year term, effective October 17, 2013, through October 16, 2016.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

Mr. Branch replaces Sandy Whitaker, whose term expired in June 2013.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on this appointment.

Attachments

Russell Branch information

Jay Overman
Chairperson
Susan Nelms
Executive Director



September 25, 2013

Marilyn Wesley
Escambia County Board
Of Commissioners
221 Palafox Place
Pensacola, FL 32502

Dear Marilyn,

The Workforce Investment Act (WIA); Public Law 105-220, stipulates requirements of the membership for local Workforce Investment Boards. Section 117 (b) (iv) requires, "representatives of community based organizations (including organizations representing individuals with disabilities and veterans, for a local area in which such organizations are present)". Currently, Workforce Escarosa does not have a representative for the disabled population on the Board of Directors. Sandy Whitaker, who is with Lakeview Center, Inc., did serve as the disabled representative on the Board, but her term expired on June 16, 2013.

Russell B. Branch, Director of Training and Safety with Lakeview Center, Inc. /Gulf Coast Enterprises has accepted an invitation to serve as the CBO representative on the Workforce Escarosa, Inc. Board of Directors. (See attached profile sheet and resume).

Escarosa therefore requests your assistance with having Escambia County Board of Commissioners review and accept Mr. Branch's appointment to the Workforce Escarosa, Inc. Board of Directors. Please let me know if you need additional information or if I can be of further assistance in this process. Thanks for your help with this required appointment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan Nelms", with a long horizontal flourish extending to the right.

Susan Nelms
Executive Director

SN/js

Attachment

Regional Workforce Board
9111 Sturdevant Street
Pensacola, FL 32514
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3670-A North "L" Street
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Phone: (850) 983-5325
Fax: (850) 983-5330

Century Center
8120 N. Century Blvd.
Century, FL 32535
Phone: (850) 256-6259
Fax: (850) 256-6266

www.workforceescarosa.com

**WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): ☐ Small Business (less than 500 employees)
☐ Minority Owned

Name: Russell B. Branch **Title:** Dir. of Training and Safety

Business Name: Lakeview Center Inc.

Address: 1221 W. Lakeview Ave.
Pensacola, FL 32501

Phone No.: 850.429.6969

FAX No.:

E-Mail Address: rusty.branch@bhcpns.org

Cell Phone No.: 850.982.2271

Home Address: 1820 Peaches Ln.
Cantonment, FL 32533

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	RACE: <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	VETERAN: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AGE: <input checked="" type="checkbox"/> < 55 <input type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Community Organization Memberships

Junior Achievement of Pensacola, Pensacola Civitan, Leadership Pensacola, Micah6.8
Ministries, Dogwood Park Baptist Church and Family Promise of Santa Rosa

Board Memberships

None currently

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

Being a training director for the areas largest employer of persons with significant disabilities, I see first hand the need for services like Workforce Escarosa I am interested in being a part of this board to help shape the future of workforce development in our community and because I have personally seen the huge and multifaceted impact of employment.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?

Yes ☐ No ☒

Please attach a copy of your resume' to this form

RUSSELL B. BRANCH

EXPERIENCE	2012-	Lakeview Center Inc dba GCE	Pensacola, FL
		<i>Dir. of Training & Safety</i>	
		<ul style="list-style-type: none">▪ Create & Standardize Training for six (6) businesslines with employes in thirteen (13) different states.▪ Developed distance learning capabilities and deployed▪ Advocate for Disability Employment in Washington D.C. & Tallahassee	
	2010-2012	Lakeview Center Inc.	Pensacola, FL
		<i>Quality Specialist</i>	
		<ul style="list-style-type: none">▪ Led Quality Work Environment (QWE) Initiative▪ Coordinated Organizational Strategic Planning Process▪ Trained in ISO Auditing & Performance Improvement Strategies▪ Planned and led multiple Baptist University Sessions (BU Crew)	
	2010	FamiliesFirst Network of Lakeview	Pensacola, FL
		<i>Family Support Liaison</i>	
		<ul style="list-style-type: none">▪ Serve case management director on special assignments▪ Certified as DCF Quality Assurance Reviewer▪ Assisted with development of FFN's Innovation Site Plan	
	2006-2010	FamiliesFirst Network of Lakeview	Pensacola, FL
		<i>Training Coordinator</i>	
		<ul style="list-style-type: none">▪ Coordinating and providing training for the FamiliesFirst Network▪ Graduate of Lakeview Center's First "Emerging Leader" class▪ Team Leader, FFN Annual Conference 2008 & 2009▪ Main Stage Presenter at the 2009 "Gulf Coast Women's Expo"▪ Certified "Green Belt" analytical tools (Team Leader)	
	2002-2006	FamiliesFirst Network of Lakeview	Milton, FL
		<i>Family Service Counselor</i>	
		<ul style="list-style-type: none">▪ Provide services to abused children and families▪ Family Team Conference Certified (2004)	
EDUCATION	2004-Present	New Orleans Baptist TheologicalSeminary	Pensacola, FL
		<i>Student</i>	
		<ul style="list-style-type: none">▪ Currently pursuing a Masters of Divinity (60 course hours completed)▪ Courses completed include Presentation, Administration, & Education	
	2002	University of West Florida	Pensaocla, FL
		<i>Graduate</i>	
		<ul style="list-style-type: none">▪ B.A. in Social Work▪ Scholar-Athlete as a member of the UWF's Baseball team	



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5090

County Administrator's Report 13. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: Amendment to the Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy (Section III; H.3)

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Amendment to the Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the amendment to the Escambia County Code Enforcement/Nuisance Abatement Lien Collection Policy, (Section III, Part H.3) to include re-recording older Code Enforcement Liens for an additional ten years if needed, and to hold the property owner responsible for legal fees once the foreclosure process has begun.

BACKGROUND:

Code Enforcement Liens recorded after July 1, 1994 may be re-recorded for an additional (10) ten years (Florida Statue 55.10). This will allow the County to extend Code Enforcement Liens up to a maximum of (20) years (Florida Statue 55.081) allowing collection time to be lengthened.

A property owner receives (2) two collection letters over a period of (90) days requesting payment within a 30-day period. Both letters give the owner an opportunity to start a payment plan. The second collection letter states that the County may foreclose on the property if not paid within 30 days. If payment is not forthcoming and the property is financially feasible to foreclose on, then a foreclosure board recommendation is then submitted for approval. Upon approval, the case is then submitted for foreclosure. These costs (\$1175 plus fees & court costs) begin as soon as the foreclosure council begins work on the case. A summons is sent to the property owner, whereas, sometimes the owner then comes in and joins the payment plan leaving the County responsible for the foreclosure costs. Adding an addendum for the property owner to be held responsible for all accumulated legal fees once the foreclosure process begins would save the County money.

BUDGETARY IMPACT:

Additional addendums will extend time to collect on Code Enforcement Liens and to lighten the financial burden on the County for foreclosure legal fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statue 55.10 and 55.081.

IMPLEMENTATION/COORDINATION:

NA

Attachments

CE-NA Lien Collection Policy Amendment Updates

Board of County Commissioners

Escambia County, Florida

Title: Code Enforcement/Nuisance Abatement Lien Collection Policy,
Section III, Part H.3
Date Adopted: June 19, 2008
Effective Date: October 17, 2013, As Amended
Reference:
Policy Amended: July 9, 2009; May 19, 2011; October 17, 2013

- A. Purpose: To provide a systematic method of collecting code enforcement/nuisance abatement liens.
- B. 1. Process: As soon as the violation is abated, Code Enforcement will forward a notice of the lien to the Clerk of the Circuit Court.
2. For liens sent by Code Enforcement or for liens currently in place as of July 1, 2008, the Clerk of the Circuit Court will send the first of two (2) letters. The first letter will notify the property owner of the lien, request payment and offer to set up a partial payment plan. The Clerk of the Circuit Court will charge the payer a fee of \$25 to set up the partial payment plan.

The partial payment plan terms shall be as follows:

- a. For liens less than or equal to \$1,200 the payment plan may extend to a maximum of one (1) year.
- b. For liens greater than \$1,200 and less than or equal to \$5,000 the payment plan may extend to a maximum of two (2) years.
- c. For liens greater than \$5,000 and less than or equal to \$10,000 the payment plan may extend to a maximum of three (3) years.
- d. For liens greater than \$10,000 the payment plan may extend to a maximum of five (5) years

The realization that certain set partial payment plans are unattainable for some citizens needs to be addressed. Upon recommendation from the Clerk of the court, a longer payment process will be added which will not extend beyond 10 years. The County administrator or his designee will give final approval.

* In all cases full lien must be satisfied when subject parcel is sold.

3. On day 90, the Clerk of the Circuit Court will send the second of two (2) letters. This letter will again request payment, offer to set up a partial payment plan and inform the property owner the subject property may be sent to foreclosure. For any payments received prior to foreclosure, the Clerk of the Circuit Court will receive a 20% commission. The remaining funds will be remitted to the County.
4. On day 120, the Clerk of the Circuit Court will send the County a list of properties for which they have not received payment. The County can then choose which properties (if any) upon which to foreclose based on the following criteria:

- a. Property must be non-homesteaded.
 - b. The subject lot must be buildable and have no obvious environmental liabilities.
 - c. If the value of the property exceeds the lien, the property will be referred to a contracted firm to determine if there is enough equity in the property after paying other liens, judgments or debts recorded on the parcel to move to foreclosure.
 - d. If the value of the property is less than the lien, the County will perform a title search to determine other outstanding obligations recorded against the referenced parcel. If the County's lien(s) is the sole or superior obligation the parcel will be referred for foreclosure.
 - e. If the County holds a tax certificate on a parcel with a code enforcement lien, the County may choose to exercise its option under Florida Statutes 197.502(7) to purchase the tax deed by making the minimum required bid rather than submitting the parcel for foreclosure.
5. Once the County owns the subject parcel, it may be sold at auction to the highest and most responsive bidder. In this context, the most responsive bidder shall mean a qualified bidder who has no record of code enforcement violations in Escambia County.

Subject parcels may be excluded from auction for an overriding County interest such as urban infill projects. These parcels will be determined by the Board of County Commissioners on a case-by-case basis.

6. ~~If a Code Enforcement lien is paid on a subject parcel during the process of foreclosure in addition to the legal foreclosure costs, a Reinstatement Processing Fee will be added to cover the following expenses:~~
- ~~• Assemble foreclosure legal cost fees~~
 - ~~• Gather and update lien cost information~~
 - ~~• Collect and process payment~~
 - ~~• Disburse payment into several different cost centers (Clerk & County)~~
 - ~~• Administer foreclosure legal payment~~

~~The cost of this processing fee will be 5% of the Code Enforcement hard costs or \$275.00 whichever is higher. The Clerk will receive \$100 per processing fee to cover their administrative costs. The remaining amount will go into the General Fund.~~

A property owner will be responsible for not only payment of the lien amount, but also the accumulated legal foreclosure costs if the foreclosure process on their property has begun.

7. The County may re-record older Code Enforcement Liens for an additional (10) ten years (Florida Statute 55.10) to extend the collection time frame up to (20) twenty years (Florida Statute 55.081).
7. The price of a County property that has not sold within a four (4) month period will be discounted 10%. If the property still does not sell, it will be discounted 10% every four (4) months until a sale is achieved.
- 8.

Select Year: 2013 ▾ Go

The 2013 Florida Statutes

Title VI
CIVIL PRACTICE AND PROCEDURE

Chapter 55
JUDGMENTS

[View Entire Chapter](#)

55.10 Judgments, orders, and decrees; lien of all, generally; extension of liens; transfer of liens to other security.—

(1) A judgment, order, or decree becomes a lien on real property in any county when a certified copy of it is recorded in the official records or judgment lien record of the county, whichever is maintained at the time of recordation, provided that the judgment, order, or decree contains the address of the person who has a lien as a result of such judgment, order, or decree or a separate affidavit is recorded simultaneously with the judgment, order, or decree stating the address of the person who has a lien as a result of such judgment, order, or decree. A judgment, order, or decree does not become a lien on real property unless the address of the person who has a lien as a result of such judgment, order, or decree is contained in the judgment, order, or decree or an affidavit with such address is simultaneously recorded with the judgment, order, or decree. If the certified copy was first recorded in a county in accordance with this subsection between July 1, 1987, and June 30, 1994, then the judgment, order, or decree shall be a lien in that county for an initial period of 7 years from the date of the recording. If the certified copy is first recorded in accordance with this subsection on or after July 1, 1994, then the judgment, order, or decree shall be a lien in that county for an initial period of 10 years from the date of the recording.

(2) The lien provided for in subsection (1) or an extension of that lien as provided by this subsection may be extended for an additional period of 10 years, subject to the limitation in subsection (3), by rerecording a certified copy of the judgment, order, or decree prior to the expiration of the lien or the expiration of the extended lien and by simultaneously recording an affidavit with the current address of the person who has a lien as a result of the judgment, order, or decree. The extension shall be effective from the date the certified copy of the judgment, order, or decree is rerecorded. The lien or extended lien will not be extended unless the affidavit with the current address is simultaneously recorded.

(3) In no event shall the lien upon real property created by this section be extended beyond the period provided for in s. [55.081](#) or beyond the point at which the lien is satisfied, whichever occurs first.

(4) This act shall apply to all judgments, orders, and decrees of record which constitute a lien on real property; except that any judgment, order, or decree recorded prior to July 1, 1987, shall remain a lien on real property until the period provided for in s. [55.081](#) expires or until the lien is satisfied, whichever occurs first.

(5) Any lien claimed under this section may be transferred, by any person having an interest in the real property upon which the lien is imposed or the contract under which the lien is claimed, from such real property to other security by either depositing in the clerk's office a sum of money or filing in the clerk's office a bond executed as surety by a surety insurer licensed to do business in this state. Such deposit or bond shall be in an amount equal to the amount demanded in such claim of lien plus interest thereon at the legal rate for 3 years plus \$500 to apply on any court costs which may be taxed in any proceeding to enforce said lien. Such deposit or bond shall be conditioned to pay any judgment, order, or decree which may be rendered for the satisfaction of the lien for which such claim of lien was recorded and costs plus \$500 for court costs. Upon such deposit being made or such bond being filed, the clerk shall make and record a certificate showing the transfer of the lien from the real property to the security and mail a copy thereof by registered or certified mail to the lienor named in the claim of lien so transferred, at the address stated therein. Upon the filing of the certificate of transfer, the real property shall thereupon be released from the lien

claimed, and such lien shall be transferred to said security. The clerk shall be entitled to a service charge of up to \$15 for making and serving the certificate. If the transaction involves the transfer of multiple liens, an additional service charge of up to \$7.50 for each additional lien shall be charged. Any number of liens may be transferred to one such security.

(6) Any excess of the security over the aggregate amount of any judgments, orders, or decrees rendered, plus costs actually taxed, shall be repaid to the party filing the security or his or her successor in interest. Any deposit of money shall be considered as paid into court and shall be subject to the provisions of law relative to payments of money into court and the disposition of these payments.

(7) Any party having an interest in such security or the property from which the lien was transferred may at any time, and any number of times, file a complaint in chancery in the circuit court of the county where such security is deposited for an order:

- (a) To require additional security;
- (b) To require reduction of security;
- (c) To require change or substitution of sureties;
- (d) To require payment or discharge thereof; or
- (e) Relating to any other matter affecting said security.

History.—s. 1, ch. 10166, 1925; s. 1, ch. 14749, 1931; ss. 1-3, ch. 17998, 1937; s. 2, ch. 19270, 1939; CGL 1940 Supp. 4865(3); s. 9, ch. 67-254; s. 1, ch. 71-56; s. 1, ch. 77-462; s. 2, ch. 87-67; s. 7, ch. 87-145; s. 12, ch. 91-45; s. 10, ch. 93-250; s. 15, ch. 94-348; s. 1357, ch. 95-147; s. 7, ch. 2000-258; s. 1, ch. 2001-130; s. 68, ch. 2003-402; s. 47, ch. 2004-265.

Select Year: 2013 ▾ Go

The 2013 Florida Statutes

Title VI
CIVIL PRACTICE AND PROCEDURE

Chapter 55
JUDGMENTS

[View Entire Chapter](#)

55.081 Statute of limitations, lien of judgment.—Subject to the provisions of s. 55.10, no judgment, order, or decree of any court shall be a lien upon real or personal property within the state after the expiration of 20 years from the date of the entry of such judgment, order, or decree.

History.—s. 1, ch. 29954, 1955; s. 9, ch. 67-254; s. 1, ch. 87-67.

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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5152

County Administrator's Report 13. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/17/2013

Issue: West Florida Public Library Board of Trustees

From: Darlene Howell, Library Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the West Florida Public Library Board of Trustees - Darlene Howell, Library Administrator

That the Board accept for filing with the Board's Minutes, the City of Pensacola's Ordinance No. 23-13, passed September 26, 2013, which repealed Sections 2-4-36 through 2-4-39 of the Code of the City of Pensacola, Florida, and provided for the elimination of the West Florida Public Library as a Department of the City and the West Florida Public Library Advisory Board, a/k/a West Florida Public Library Board of Trustees. The Ordinance provided for severability and repealed the clause; providing for an effective date of midnight, September 30, 2013.

BACKGROUND:

Given that the West Florida Public Library Board of Trustees has been formally abolished by the City of Pensacola on September 30, 2013, the Escambia County Board of County Commissioners wishes to express its appreciation to the County's appointees to the West Florida Public Library's Board of Trustees for their diligent efforts and dedicated service to the Escambia County Community.

BUDGETARY IMPACT:

n/a

LEGAL CONSIDERATIONS/SIGN-OFF:

n/a

PERSONNEL:

n/a

POLICY/REQUIREMENT FOR BOARD ACTION:

n/a

IMPLEMENTATION/COORDINATION:

n/a

Attachments

City of Pensacola Ordinance 23-13

PROPOSED
ORDINANCE NO. 23-13

ORDINANCE NO. 23-13

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTIONS 2-4-36 THROUGH 2-4-39
OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA;
PROVIDING FOR THE ELIMINATION OF THE WEST FLORIDA
PUBLIC LIBRARY AS A DEPARTMENT OF THE CITY AND THE
WEST FLORIDA PUBLIC LIBRARY ADVISORY BOARD;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;
PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Sections 2-4-36 through 2-4-39 of the Code of the City of
Pensacola, Florida are hereby repealed.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this
ordinance or the application thereof to any person or circumstance is held invalid or
unconstitutional, such finding shall not affect the other provision or applications of the ordinance
which can be given effect without the invalid or unconstitutional provisions or application, and
to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby
repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect at midnight, September 30, 2013.

Passed: September 26, 2013

Approved: P.C.W.
President of City Council

Attest:

Debra L. Sunnett
City Clerk

Legal in form and valid as drawn:

[Signature]
City Attorney

I, DO HEREBY CERTIFY THAT THE ABOVE AND
FOREGOING IS A TRUE AND CORRECT COPY OF
THE ORIGINAL THEREOF ON FILE IN MY OFFICE.
WITNESS MY HAND AND THE CORPORATE SEAL
OF THE CITY OF PENSACOLA, FLORIDA THIS THE
30th DAY OF September, 2013
Debra L. Sunnett
CITY CLERK
CITY OF PENSACOLA, FLORIDA



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5088

County Administrator's Report 13. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: SBA #004 - Sheriff's Department Grants

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #004 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #004, Other Grants and Projects Fund (110) in the amount of \$192,974, to recognize proceeds from various law enforcement Grants, and to appropriate these funds for jail mental health, violent crime with fire arms initiative, and increased law enforcement (overtime) with the Escambia County Sheriff's Department.

BACKGROUND:

The Sheriff's Department has received various law enforcement grant funds. This supplemental budget amendment recognizes those funds for use by the Sheriff's Department.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$192,974.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#004

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, The Escambia County Sheriff's Office has received multiple Grants for Law Enforcement activities in the County, and these revenues must be recognized and appropriated in the current fiscal year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants and Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
JAG #2011DJBX0101	110	331267	\$53,364
JAG #2012DJBX0957	110	331276	4,647
JAG #2013DJBX1008	110	3312xx	134,963
Total			\$192,974

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to governmental Agencies	110/540183	58101	\$53,364
Aids to governmental Agencies	110/540194	58101	4,647
Aids to governmental Agencies	110/540195 (New)	58101	134,963
Total			\$192,974

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#004



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5095

County Administrator's Report 13. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Increase in the Property Appraiser's Budget

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

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

That the Board approve Budget Amendment #006, Property Appraiser, General Fund (001) in the amount of \$3,897, to cover a Florida Department of Revenue (FDOR) amendment for an increase to the Property Appraiser's Budget for Fiscal Year 2013-2014.

BACKGROUND:

The FDOR approved a late adjustment to the Property Appraiser's adopted Fiscal Year 2013-2014 Budget. This amendment allocates the proper level of funding to the Property Appraiser's Office for FY2013-14.

BUDGETARY IMPACT:

There was an increase to the Property Appraiser's Budget in the amount of \$3,897.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC policy requires changes or amendments to Constitutional Officer's Budgets to come before the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#006

Request Number
#006

Disapproved

Amount

3,897

\$3,897

Amount

3,897

\$3,897

Director Administrative Services



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5075

County Administrator's Report 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Supplemental Budget Amendment #007 - Supplemental Nutrition Assistance Program Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #007 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #007, Other Grants and Projects Fund (110) in the amount of \$1,177 to recognize additional Grant funds for the Supplemental Nutrition Assistance Program (SNAP), and to appropriate these funds to assist with employment and training services for individuals receiving food stamps associated with this Program.

BACKGROUND:

Escambia County was awarded additional grant funds from an agreement between Workforce Escarosa, Inc. and Escambia County Board of County Commissioners for the Supplemental Nutrition Assistance Program (SNAP). SNAP provides employment and training services to individuals receiving food stamps and serves able-bodied adults without dependents, ages 18 thru 39. The goal of the program is to emphasize work, self-sufficiency, and personal responsibility. The program focuses on helping individuals gain skills, obtain training, gain work experience, and secure work.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$1,177.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 007

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded additional grant funds from an agreement between Workforce Escarosa, Inc., and Escambia County Board of County Commissioners for the Supplemental Nutrition Assistance Program (SNAP), and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Supplemental Nutrition Asst Grant	110	331624	1,177
Total			\$1,177

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Regular Salaries	110/320219	51201	990
FICA	110/320219	52101	75
Retirement	110/320219	52201	69
Other Current Charges & Obligations	110/320219	54901	(57)
Training and Registrations	110/320219	55501	100
Total			\$1,177

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
007



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5122

County Administrator's Report 13. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Supplemental Budget Amendment #008 - Hazardous Materials Plan Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #008- Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #008, Other Grants and Projects Fund (110) in the amount of \$8,228, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Hazardous Materials Planning and Prevention Program Grant, and to appropriate these funds for updating the Hazardous Materials Facility Analysis Data.

BACKGROUND:

Escambia County Public Safety was awarded a FDEM Hazardous Materials Planning and Prevention Program Grant, Contract # 14-CP-11-01-27-01-XXX, in the amount of \$8,228. Funds will be used to update the Hazardous Materials Facility Analysis Data.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$8,228.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#008

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-_____**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a grant by the State of Florida, Division of Emergency Management, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Hazardous Materials Plan	110	334244	\$8,228
Total			\$8,228

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	110/330323	55201	\$8,228
Total			\$8,228

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#008



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5153

County Administrator's Report 13. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: SBA #010 - Increased Insurance Premiums due to Jail and Library Employees

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #010 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #010, Internal Service Fund (501) in the amount of \$5,978,000, to recognize additional revenues to be added to the Internal Service Fund for Library and Jail employees for budgeted life and health care and to appropriate these funds for County Blue Cross and Blue Shield (BC/BS) and Delta Dental Insurance premiums for Fiscal Year 2013/2014.

BACKGROUND:

During the FY2013/2014 Budget process the County took over the Library System as well as the County Jail, those employees are now BCC employees and have the same benefit structure as the rest of the workforce. This SBA recognizes the additional budgeted insurance premiums for all of these employees and appropriates those funds to pay Delta Dental and BC/BC insurance premiums.

BUDGETARY IMPACT:

This amendment increases Fund 501 by \$5,978,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenues must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#010

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-_____**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has additional revenues to be added to the Internal Service Fund for Library and Jail employees for budgeted life and health care for County Blue Cross and Blue Shield (BC/BS) and Delta Dental Insurance premiums for Fiscal Year 2013/2014, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Internal Service Fund	501		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Employees Group Health	501	341205	\$4,653,000
Retiree Contributions	501	341203	500,000
Dependent Group Health	501	341205	825,000
Total			\$5,978,000

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Other Contractual Services	501/150109	53401	\$220,000
Insurance	501/150110	54501	50,000
Professional Services	501/150108	53101	38,200
Insurance	501/150108	54501	5,669,800
Total			\$5,978,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#010



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5118

County Administrator's Report 13. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Pavilion Stage Power/Casino Beach

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Allocation of Local Option Sales Tax Funds for the Upgrade and Reconfiguration of the Stage Power at Casino Beach - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the allocation of \$30,000 from District Four's remaining discretionary funds for the upgrade and reconfiguration of the stage power at Casino Beach.

In the original allocations of the Local Option Sales Tax III proceeds each Commission District was allotted \$5,000,000 for discretionary Projects as defined by the District Commissioner. The District Four Commissioner wishes to allocate \$30,000 to upgrade and reconfigure the stage power at the Pavilion on Pensacola Beach.

BACKGROUND:

In the original allocations of the Local Option Sales Tax III proceeds each commission district was allotted \$5,000,000 for discretionary projects as defined by the district commissioner. The District IV commissioner wishes to allocate \$30,000 to upgrade and re-configure the stage power at the Pavilion on Pensacola Beach.

BUDGETARY IMPACT:

\$30,000 will be allocated to this project leaving a balance of \$850,000 in the District IV discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Santa Rosa Island Authority (SRIA) will perform this work and contribute an additional \$14,000 to this project. The County will then reimburse SRIA for the costs incurred up to \$30,000.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5098

County Administrator's Report 13. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Approval of Miscellaneous Appropriations Agreement for Escambia-Pensacola Human Relations Commission

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and the Escambia-Pensacola Human Relations Commission - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Escambia-Pensacola Human Relations Commission:

- A. Approve the State of Florida, County of Escambia, Miscellaneous Appropriations Agreement between Escambia County and Escambia-Pensacola Human Relations Commission, in the amount of \$84,265, to be paid from the General Fund (001), Cost Center 110201, Account 58204;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Human Relations Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

THIS AGREEMENT is made and entered into this 1st day of October 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia-Pensacola Human Relations Commission, with administrative offices at 2257 North Baylen Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-1520834 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient is responsible for the promotion of fair treatment and equal opportunity for all citizens of the County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2013/14(October 1 through September 30), the sum of \$84,265.00 to conduct the program generally described as:

Escambia-Pensacola Human Relations Commission

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013 and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$84,265.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

By: _____

Title: _____

Witness

Witness

This document approved as to form and legal sufficiency.

By:  _____

Title: _____

Date: 9/30/13 _____

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Escambia-Pensacola Human Relations Commission

APPROVED BUDGET

SALARIES AND BENEFITS\$ 54,114.74

SUPPLIES\$ _____

TRAVEL.....\$ _____

UTILITIES\$ _____

EQUIPMENT (Unit Cost \$1,000 or more)\$ _____

OTHER RECURRING COSTS:

Health Insurance \$ 18,389.73

Expenses \$ 11,760.53

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ 30,150.26

OTHER NON-RECURRING COSTS

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ _____

GRAND TOTAL.....\$ 84,265.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia-Pensacola Human Relations Commission: to promote fair treatment and equal opportunity for all citizens of Escambia County.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5076

County Administrator's Report 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Approval of Miscellaneous Appropriations Agreement for St. Michael's Cemetery Foundation of Pensacola, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and St. Michael's Cemetery Foundation of Pensacola, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the State of Florida, County of Escambia, Miscellaneous Appropriations Agreement between Escambia County and St. Michael's Cemetery Foundation of Pensacola, Inc.:

A. Approve the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement, in the amount of \$25,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105, Account 58201;

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

C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

St. Michael's Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND**

ST. MICHAEL'S CEMETERY FOUNDATION OF PENSACOLA, INC.

THIS AGREEMENT is made and entered into this 1st day of October, 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and St. Michael's Cemetery Foundation of Pensacola, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at P. O. Box 13602, Pensacola, Florida 32591 and a Federal Tax Identification Number of 59-3641870 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2013/14(October 1 through September 30), the sum of \$25,000.00 to conduct a program generally described as:

St. Michael's Cemetery Foundation of Pensacola, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$25,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ST. MICHAEL'S CEMETERY FOUNDATION OF PENSACOLA, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristin Howard

Title: AGT

Date: 9/24/13

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION St. Michael's Cemetery Foundation of Pensacola, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS\$ _____

SUPPLIES\$ _____

TRAVEL\$ _____

UTILITIES\$ _____

EQUIPMENT (Unit Cost \$1,000 or more)\$ _____

OTHER RECURRING COSTS:

Conservation needs \$ 25,000.00
including gate operations
fence repairs, masonry
structure repairs, maintenance
etc.

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS\$ 25,000.00

OTHER NON-RECURRING COSTS\$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS\$ _____

GRAND TOTAL.....\$ 25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

St. Michael's Cemetery Foundation of Pensacola, Inc. will use the County funds for maintenance and Conservation of St. Michael's Cemetery.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5133

County Administrator's Report 13. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Approval of Miscellaneous Appropriations Agreement with Century Area Chamber of Commerce

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Century Area Chamber of Commerce - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Century Area Chamber of Commerce:

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

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

C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2013/2014 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Century Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
CENTURY AREA CHAMBER OF COMMERCE**

THIS AGREEMENT is made and entered into this 1st day of October, 2013, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Century Area Chamber of Commerce, a non profit corporation authorized to do business in the State of Florida, with administrative offices at P. O. Box 857, Century, Florida 32535 and a Federal Tax Identification Number of 59-2931610 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by spearheading public discourse and action on the development and implementation of economic blueprints for expansion of business and industry in Escambia County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Economic Development Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of \$40,000.00 to conduct the program generally described as:

Century Area Chamber of Commerce

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To acknowledge that the County is subject to the provisions of Chapter 119, Florida Statutes, relating to the public records and that report, invoices, and other documents the Recipient shall submit to the County, or that Recipient retains under this Agreement may constitute public records for the purpose of the requirements of chapter 119, Florida Statutes; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2013, and will terminate on the 30th day of September 2014, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$40,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2013-2014 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2014 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

CENTURY AREA CHAMBER OF COMMERCE

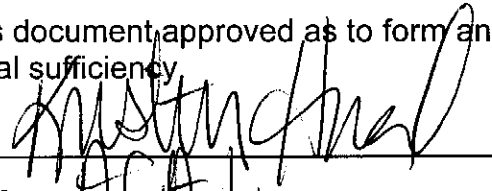
By: _____

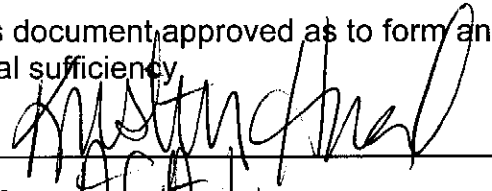
Title: President

Attest:

Secretary

This document approved as to form and legal sufficiency

By:  _____

Title:  _____

Date:  10/4/13 _____

EXHIBIT "A"

2013/2014 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION The Pensacola Bay Area Chamber of Commerce, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>40,000.00</u>
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more)	\$ _____
OTHER RECURRING COSTS:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ _____
OTHER NON-RECURRING COSTS	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ _____
GRAND TOTAL.....	\$ <u>40,000.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Century Area Chamber of Commerce

The Chamber's private economic development program seeks to diversity the area's economy through the retention and expansion of existing industries and recruitment of new businesses to the area.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4821

County Administrator's Report 13. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: New Building and Parking Expansion for Morris Court, PD 12-13.061

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the New Building and Parking Expansion for Morris Court - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract for the New Building and Parking Expansion for Morris Court, PD 12-13.061, to R.D. Ward Construction Co., Inc., in the amount of \$300,000.

[Funding: Fund 129/NSP, Cost Center 220507, Object Code 58301, \$98,535.35; Fund 124/Housing, Cost Center 220406, Object Code 58301, \$201,464.65]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on August 26, 2013.

BUDGETARY IMPACT:

Funding: Fund 129/NSP, Cost Center 220507, Object Code 58301, \$98,535.35
Fund 124/Housing, Cost Center 220406, Object Code 58301, \$201,464.65

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: New Building and Parking Expansion for Morris Court ITB# 12-13.061							
Bid Opening Time: 3:00 p.m. CDT Bid Opening Date: 9/26/2013 Opening Location: Rm. 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Bond	Certificate of authority to do Business in the State of Florida	Addenda 1&2	Exhibit K	Total Bid
Mike Motes Builders LLC	Y	Y	Y	Y	Y	Y	Y	Y	\$412,000
Jack Moore & Co.	Y	Y	Y	Y	Y	N	Y	Y	\$389,000
J. Miller Construction	Y	Y	Y	Y	Y	Y	Y	Y	\$323.807
R.D. Ward Construction Co., Inc.	Y	Y	Y	Y	Y	Y	Y	Y	\$300,000
The Green-Simmons, Co.	Y	Y	Y	Y	Y	Y	Y	Y	\$360,000
Empire Builders Co., Inc.	Y	N	N	Y	Y	N	Y	Y	\$305,608
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator						DATE: September 26, 2013		
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: September 26, 2013		
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: September 26, 2013		

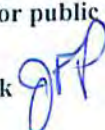
CAR BOCC
 DATE 10/17/2013 DATE 10/17/2013

That the Board award a Contract for the New Building and Parking Expansion for Morris Court, PD 12-13.061, to R.D. Ward Construction Co. Inc., in the amount of \$300,000.

The Purchasing Manager/Designee recommends to the BCC: Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 10/01/2013 @ 10:00a.m. CDT

JP/lk





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5101

County Administrator's Report 13. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Authorization to Piggyback Off of the Orange County Term Contract for PPE

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Personal Protective Equipment for Escambia County Fire Rescue - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the purchase of personal protective equipment for Escambia County Fire Rescue:

A. Authorize the County to piggyback off of the Orange County Term Contract NO.Y12-1086F, Fire Rescue and Hazmat Supplies and Equipment, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44; Applications; Exemptions; and Section 46-64, Board approval; and

B. Approve the issuance of a Purchase Order to Fisher Scientific Company, LLC, (061420), in an amount up to \$250,000 for this purpose.

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Fire Department Paid, Object Code 55201, Operating Supplies]

BACKGROUND:

Escambia County Fire Rescue provides Personal Protective Equipment to over 300 career and volunteer firefighters. We strive to provide the safest, durable and most comfortable equipment possible. Fisher Scientific Company is a distributor for Morning Pride Turn Out Gear which we have determined to be the best product for our use.

BUDGETARY IMPACT:

Fund 143 Fire Protection, Cost Center 330206 Fire Dept. Paid, Account Code 55201 Operating Supplies

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Chapter 46, Section 46-44, Applications and Exemptions and Section 46-64 Board Approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Orange County Term Contract



PURCHASING AND CONTRACTS DIVISION

JOHNNY M. RICHARDSON, CPPO, CFCM, Manager

400 E. South Street, 2nd Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393

407-836-5635 • Fax: 407-836-5899 • <http://www.ocfl.net>

TERM CONTRACT NO.Y12-1086F

**FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT LOTS 4, 5, 6,
9, 13, 14, 16, 18, 27, 28, 29, 30, 34, 35, 44, 48, 50, 51, 52, 53, 54, 57, 58, 59,
62, 63, & 65**

TO: Fisher Scientific Company, LLC
300 Industry Drive
Pittsburgh, Pennsylvania 15275

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y12-1086-JS, FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **September 22, 2012**, and shall remain in effect through **September 21, 2015**. The estimated contract award for this period is \$3,650,000.00.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Purchasing and Contracts Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:

- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
- B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Fire Rescue Department
Financial Services Division
P.O. Box 8579
Winter Park, Florida 32793
Phone (407) 836-9871

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY:


James E. Schell Jr., C.P.M., CPPB, ECPA
Purchasing and Contracts Division

DATE:

9-21-2012

INVITATION FOR BIDS #Y12-1086-JS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), THURSDAY, July 19, 2012**, in the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Purchasing and Contracts Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

Johnny M. Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Division

NOTICE TO BIDDERS/OFFERORS

To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Jim Schell, Senior Purchasing Agent at Jim.Schell@ocfl.net.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of specification requirements and bid forms. The bid proposal page(s), and all forms listed on the bid proposal page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Purchasing and Contracts Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone, fax, or telegram shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the Bidder to ensure that their bid reaches the Purchasing and Contracts Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Purchasing and Contracts Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Purchasing and Contracts Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

2. PRICE/DELIVERY

Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Orange County after the, Purchasing and Contracts Division Manager, or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

3. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Purchasing and Contracts Division Manager will sign an exemption certificate submitted by the Contractor. Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

4. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Purchasing and Contracts Division Manager, has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

5. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

6. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

7. LEGAL REQUIREMENTS

All applicable Federal and State laws, Municipal and County ordinances, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

8. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bid.

9. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

10. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

11. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

12. BID TABULATION AND RESULTS

Bid tabulations shall be available ten (10) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp>

13. BID FORMS

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

14. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

15. RECIPROCAL IN-STATE PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

16. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Purchasing and Contracts Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbyingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

17. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

18. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

19. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

20. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form, attached hereto, shall be submitted prior to award of the bid. **Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid.** Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.

21. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

22. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

23. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal, or response to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent or contract administrator identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

24. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PURCHASING & CONTRACTS DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

25. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

26. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bids prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

27. VENDOR ASSISTANCE WITH SPECIFICATIONS

Any prospective bidder who assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

28. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

29. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the

event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

30. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

31. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Purchasing and Contracts Division, at the phone number on the bid cover sheet prior to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

32. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

33. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

34. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

35. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

36. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

37. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Division Manager shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Purchasing and Contracts Division Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Purchasing and Contracts Division Manager.

38. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with Orange County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

- A. List a brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the attached reference sheets.
- B. List of personnel who will be responsible for servicing the Orange County account to include telephone numbers, e-mail addresses and cell telephone numbers.
- C. Bidders, other than manufacturers, shall be factory authorized distributors and/or repair facilities and submit a letter from the manufacturer being bid stating same.

Failure to submit the above requested information may be cause for rejection of your bid.

2. MANUFACTURERS

The manufacturers listed in this bid are the only manufacturers that will be considered. Do not offer alternate manufacturers as they will not be considered for contract award.

3. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Purchasing and Contracts Division Manager or authorized designee.

4. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award, whichever is earlier. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw his bid or provide a written extension of his bid.

5. AWARD

Award shall be made on a lot-by-lot basis. Award shall be made to the responsive and responsible bidder who submits the highest discount from the manufacturer's most recent published price list, as submitted with the bid, for each lot.

6. F.O.B. POINT

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County.**

7. DELIVERY

Delivery time is of the essence in the award of this Invitation for Bids. The delivery requirements for each manufacturer (lot) are indicated on the Bid Proposal Form. Bids submitted which fail to meet these requirements shall be cause for rejection.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

8. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Purchasing and Contracts Division Manager, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination

Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

10. PAYMENT

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Fire Rescue Department
Financial Services Division
P.O. Box 8579
Winter Park, Florida 32793
Phone (407) 836-9871

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

11. EQUIPMENT/SERVICE

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.
- B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.
- C. Bid proposals shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this bid solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.
- D. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Proposal Page.

12. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized

representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

13. MANUALS

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

Operation Manual	2 copies
Parts Manual	2 copies
Repair Manual	2 copies

14. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

15. PRICE LISTS

The price of all items on this bid, except labor, will be based upon the discount from a price list(s). Bidders must submit one hard copy price list and the same

price list on a 3.5" diskette, or CD, if available as a Word or Excel for Windows file, with their bid.

16. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

17. BID PREFERENCE

The Orange County M/WBE Ordinance sets minimum annual contract dollar participation goals for minority/women business enterprise firms as follows: Goods – 10% and Services – 24%. As part of this program, Contractors are required to complete the attached Schedule of Subcontracting Form listing ALL Subcontractors (majority, women and minority) their firm shall utilize in fulfillment of the requirements of this solicitation.

Also, in accordance with the County M/WBE Ordinance, award of this Invitation for Bids may be made to the lowest responsive and responsible certified Minority/Women Business Enterprise Bidder as long as that bid does not exceed the percentages listed below:

8% on bid awards up to \$100,000; 7% on bid awards from \$100,000 to \$500,000; 6% on bid awards from \$500,000.01 to \$750,000.00; 5% on bid award from \$750,000.01 to \$2,000,000; 4% on bid awards from \$2,000,000.01 to \$5,000,000; or 3% on bid awards over \$5,000,000.01.

18. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

19. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

- 20.** Inquiries regarding this Invitation for bids may be directed to Jim Schell, Senior Purchasing Agent, at telephone number (407) 836-5410.

21. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. Also, if the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

Moreover, if the Manager of Purchasing and Contracts determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

**BID PROPOSAL FORM
Y12-1086-JS
FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT**



The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Proposal Form, inclusive of overhead, profit and any other costs.

Lots 1 through 69 are Percentage Discounts for Equipment and Parts, manufacturer's most recently published price list.

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
1.	Ajax	<u>NO BID</u>
2.	Akron, parts	<u>NO BID</u>
3.	Akron, non-parts	<u>NO BID</u>
4.	Alco-Lite	<u>26%</u>

Delivery for Lots 1 through 4 shall be no later than 60 days ARO.

5.	Amerex	<u>42%</u>
6.	American Firewear	<u>47%</u>

Delivery for Lots 5 and 6 shall be no later than 45 days ARO.

7.	Amkus	<u>NO BID</u>
8.	Angus	<u>NO BID</u>

Delivery for Lots 7 and 8 shall be no later than 60 days ARO.

9.	Brady Labelizer	<u>23%</u>
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Delivery for Lot 9 shall be no later than 30 days ARO.

10.	Bullard, head protection	<u>NO BID</u>
11.	Bullard, thermal imaging	<u>NO BID</u>
12.	Circle D	<u>NO BID</u>
13.	CMC	<u>22%</u>

Fisher Scientific Company, L.L.C.
Company Name

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
14.	Drager, gas detection	<u>22.1</u>
15.	Drager, respiratory	<u>14.1</u>
16.	DuPont	<u>41.1</u>
17.	E-One	<u>NO BID</u>
18.	Ergodyne	<u>36.1</u>
19.	Firecom	<u>NO BID</u>
20.	Fire Hooks Unlimited	<u>7.1</u>

Delivery for Lots 10 through 20 shall be no later than 45 days ARO.

21.	Hale/Class 1, Category A,	<u>NO BID</u>
22.	Hale/Class 1, Category B,	<u>NO BID</u>
23.	Hale/Class 1, Category C,	<u>NO BID</u>
24.	Hale/Class 1, Category E,	<u>NO BID</u>
25.	Hale/Class 1, Category H,	<u>NO BID</u>

Delivery for Lots 21 through 25 shall be no later than 60 days ARO.

26.	Globe	<u>NO BID</u>
27.	Honeywell, bunker gear	<u>58.1</u>
28.	Honeywell, boots	<u>47.1</u>
29.	Honeywell, helmets	<u>55.1</u>
30.	Honeywell, accessories	<u>47.1</u>
31.	Hubbell, wiring devices	<u>NO BID</u>
32.	Hurst	<u>NO BID</u>
33.	Janesville/Lion	<u>NO BID</u>
34.	Kocheck, fire hose	<u>49.1</u>
35.	Kocheck, non fire hose	<u>49.1</u>

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
36.	Mercedes, fire hose	<u>NO BID</u>
37.	Milwaukee Strap	<u>NO BID</u>
38.	MSA, thermal imaging	<u>NO BID</u>
39.	MTS	<u>NO BID</u>
40.	National Foams	<u>15%.</u>
41.	Niedner, fire hose	<u>Cost plus 9%.</u>
42.	Paratech	<u>NO BID</u>
43.	Partner Saws	<u>NO BID</u>
44.	Paulson	<u>20%.</u>
45.	Radio Tech	<u>NO BID</u>
46.	RAE Systems	<u>10%.</u>
47.	Red Head	<u>NO BID</u>
48.	Ringer Gloves	<u>35%.</u>
49.	Scott Safety, compressors	<u>10%.</u>
50.	Scott Safety, respiratory (non-NPFA)	<u>28%.</u>
51.	Scott Safety, SCBA (NFPA)	<u>38%.</u>
52.	Scott Safety, thermal imaging	<u>15%.</u>
53.	Shelby	<u>43%.</u>
54.	Shelby, extraction gloves	<u>43%.</u>
55.	Snaptite, fire hose (All American Hose)	<u>20%.</u>
56.	Snaptite, non fire hose (All American Hose)	<u>20%.</u>
57.	Sperian, gas detection	<u>25%.</u>
58.	Sperian, respiratory	<u>15%.</u>
59.	Streamlight	<u>50%.</u>

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
60.	Supervac, parts	<u>NO BID</u>
61.	Supervac, non-parts	<u>NO BID</u>
62.	Thermo Scientific, radiation detection	<u>31</u>
63.	Thermo Scientific, portable optical analysis	<u>21</u>
64.	Tingley	<u>261</u>
65.	True North	<u>261</u>
66.	Whelen Products	<u>NO BID</u>
67.	Williams Fire Hazard, firefighting foams	<u>NO BID</u>
68.	Worden	<u>NO BID</u>
69.	Zico Ziamatic	<u>281</u>

Delivery for Lots 26 through 69 shall be no later than 45 days ARO.

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be not later than indicated for each manufacturer (lot) on the Bid Proposal Form After Receipt of Order (ARO) per Special Terms and Conditions #7.

Parts Availability (ARO):

Parts 48 hours, 2 calendar days,

Nearest Parts Location: 5907-C Hampton Oaks Parkway
TAMPA, FL 33610

List contact person/telephone number for parts facility: Michael Murphy
813-626-9434

Inquiries regarding this Invitation for bids may be directed to Jim Schell, Senior Purchasing Agent, at Jim.Schell@ocfl.net

Bid Response Documents - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-Contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Completed attached reference documentation.
- C. Qualifications of Bidders information, per Special Terms and Conditions #1.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Fisher Scientific Company, L.L.C.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: 23-2942737 D-U-N-S® # 004321519

300 Industry Drive
(Street No. or P.O. Box Number) (Street Name) (City)

Allegheny PA 15275
(County) (State) (Zip Code)

Contact Person: Christina Spinelli

Phone Number: 407-758-2183 Fax Number: 407-951-7074

E-mail Address: Christina.Spinelli@thermofisher.com

EMERGENCY CONTACT

Emergency Contact Person: Christina Spinelli

Telephone Number: 407-758-2183 Cell Phone Number: 407-758-2183

Residence Telephone Number: 407-758-2183

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign bids, proposals, negotiate and/or sign contracts and related documents to which the bidder will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Telephone Number/Email</u>
1. <u>Christina Spinelli</u>	<u>Sales Rep</u>	<u>407-758-2183 Christina.Spinelli@a</u>
2. <u>Mike Botet</u>	<u>Sales Mgr</u>	<u>407-687-9509 mike.botet@a</u>
3. <u>Lynn Stumpo</u>	<u>Mgr Bids & Quotes</u>	<u>734-517-2716 Lynn.Stumpo@thermofisher.com</u>
<u>Christina Spinelli</u>		<u>7-18-12</u>
(Signature)		(Date)
<u>Sales Rep</u>		
(Title)		
<u>Fisher Scientific Company LLC</u>		
(Name of Business)		

THE BIDDER SHALL COMPLETE AND SUBMIT THE FOLLOWING INFORMATION WITH THE BID

Type of Organization:

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit
☐ Joint Venture ☒ Corporation LLC

State of Incorporation: Delaware

Principal Place of Business (Florida Statute Chapter 607): Pittsburgh/Allegheny/PA
City/County/State

Federal I.D. or Social Security number is 23-2942737

ACKNOWLEDGEMENT OF ADDENDA N/A

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

REFERENCES

List three (3) customers during the past ten (10) years for which you provided, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, telephone number, and date services were performed, as described.

1. Owner's Name: Seminole County Fire
- A. Description of goods or services provided: PPE, Airpaks, Fire equipment
- B. Contract Amount: \$500,000+
- C. Date services completed: Ongoing
- D. Contact Person: Mark Dakes
- Address: 150 Bush Blvd.
Sanford, FL 32773
- Telephone Number: 407-665-5142
- Email Address: mdakes@seminolecountyfl.gov

2. Owner's Name: Volusia County Fire
- A. Description of goods or services provided: PPE, Fire equipment
- B. Contract Amount: \$500,000+
- C. Date services completed: Ongoing
- D. Contact Person: Maureen Gruber
- Address: 1970 S. Volusia Avenue
Orange City, FL 32763
- Telephone Number: 386-736-5940 ext. 15381
- Email Address: mgruber@co.volusia.fl.us

3. Owner's Name: Orlando Fire
- A. Description of goods or services provided: PPE, Air paks, Fire equipment
- B. Contract Amount: \$500,000 +
- C. Date services completed: On going
- D. Contact Person: Frank Cornier
- Address: 78 W. Central Blvd.
Orlando, FL 32802
- Telephone Number: 407-246-2729
- Email Address: Frank.cornier@cityoforlando.net

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Fisher Scientific LLC does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.


Bidder's Signature

7-18-12
Date

SCHEDULE OF SUBCONTRACTING
IFB NO. Y12-1086-JS

As specified in Section 22 of the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted
N/A			

Company Name: Fisher Scientific Company, L.L.C.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- ☒ To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- ☐ The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- ☐ The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☒ The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Fisher Scientific Company, LLC
COMPANY NAME

Victoria Spill
AUTHORIZED SIGNATURE

Christina Spinelli
NAME (PRINT OR TYPE)

Sales Rep
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y12-1086-JS

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y12-1086-JS, FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT**, within the state of Florida.

NAME OF CONTRACTOR: Fisher Scientific, L.L.C.

ADDRESS OF CONTRACTOR: 300 Industry Drive,
Pittsburgh, PA 15275

AUTHORIZED SIGNATURE: Christa Spiller

TITLE: Sales Rep

DATE: 7-18-12

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Fisher Scientific Company, LLC

Business Address (Street/P.O. Box, City and Zip Code):

300 Industry Drive

Pittsburgh, PA 15375

Business Phone: (724) 517-1500

Facsimile: (724) 517-2116

INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name of Applicant's Authorized Agent:

N/A

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ YES ☒ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Christina Spinelli
Signature of Bidder

Date 7-18-12

Print Name and Title of Person completing this form:

Christina Spinelli, Sales Rep

STATE OF Florida :
COUNTY OF Seminole :

I certify that the foregoing instrument was acknowledged before me this 18 day of July, 2012 by Christina Lynn Spinelli. He/she is personally known to me or has produced FLDL S1311274 S12.0 as identification and did did not take an oath.

Witness my hand and official seal in the county and state stated above on the 18 day of July, in the year 2012.

Karen Berriz

of _____
(Notary Seal) KAREN DANETTE BERRIZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0933760
Expires 10/19/2013

Signature of Notary Public
Notary Public for the State

My Commission Expires: 10/19/2013

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.
document1

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Fisher Scientific Company, LLC, 300 Industry Drive, PHS, PA 15275

Name and Address of Principal's Authorized Agent, if applicable: N/A

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ✓

Part II
Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
NA			
		TOTAL EXPENDED THIS REPORT	\$

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED N/A

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 7-18-12

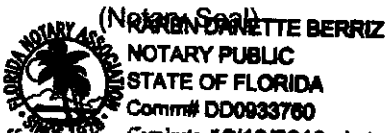
Christina Spinelli
Signature of ☐ Principal or ☐ Principal's Authorized Agent
(check appropriate box)

PRINT NAME AND TITLE: Christina Spinelli, Sales Rep

STATE OF Florida :
COUNTY OF Seminole :

I certify that the foregoing instrument was acknowledged before me this 18 day of July, 2012 by Christina Lyn Spinelli. He/she is personally known to me or has produced FLDL 154-112-74-512-D as identification and ☒ did not take an oath.

Witness my hand and official seal in the county and state stated above on the 18 day of July, in the year 2012.



Kerriz
Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 10/19/2013

Staff signature and date receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

S:\dcrosby\ethics pkg - final forms and ords\2010 workgroup\specific project expenditure form 3-1-11

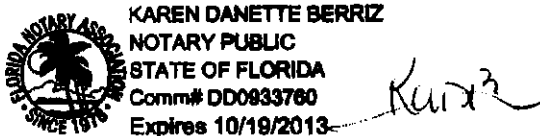


EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: MA

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: Fisher Scientific Company, L.L.C.

Signature of Owner/Officer: Christa Spuller

Title: Sales Rep Date: 7-18-12



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5105

County Administrator's Report 13. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Electric Power Isolation Project for the Public Safety Communications Tower

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Underground Electric Construction by Gulf Power Company for an Electric Power Isolation Project for the Public Safety Communications Tower - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning underground electric construction by Gulf Power Company for isolation of electric power to the Public Safety communications tower located on "W" Street:

A. Approve granting an Underground Distribution Easement to Gulf Power Company for a ten foot strip of land lying five feet on each side of the centerline of the electrical facilities as installed and/or to be installed as shown in Exhibit "A" on the property described in Exhibit "B," provided in the Distribution Easement;

B. Approve the Gulf Power Company Agreement for Underground Electric Construction by the Utility, Form 8, to supply and install all primary, secondary, and service trench, duct, and cable for the purpose of supplying electric service to the Public Safety microwave (communications) tower and equipment, in the amount of \$8,215; and

C. Authorize the Chairman to execute the Distribution Easement and the Agreement.

[Funding Source: Fund 001, General Fund, Cost Center 330403, Communications]

BACKGROUND:

Escambia County owns a parcel of property where the Public Safety Department is located. Since the Public Safety Building complex was constructed and full occupancy occurred in 2005, numerous lightning strikes and commercial power surges have occurred causing equipment downtime and damage, to include 911 failures. The building's power source, provided by Gulf Power, enters the building through a massive, dual redundancy Uninterrupted Power Source (UPS), which is also connected to a large generator. Surge suppression is provided by a panel of "Square D" suppressors. The Public Safety microwave tower is also connected or "tied" to the same single power source that runs the Public Safety complex. Over the past several years, many electricians have looked into this problem. Surge suppression has been added at the tower site, but recurring issues with lightning or simple

surges have never been resolved.

In March of this year, Motorola electrical engineers conducted a complete inspection of power sources and grounding grids for the Public Safety Building and microwave site. They determined that with the tower site "tied" to the same power source that is fed from the Public Safety complex, anytime the tower is struck by lightning or incurs a power surge, that surge of voltage is "back-fed" into the Public Safety Building through the same source that provides the site's power; thus, providing a surge increase that overloads the UPS and built-in suppression. To resolve this issue, Motorola recommends isolating power (providing its own source) to the microwave site. This would eliminate the power surges that are emitted from the tower structure back to the Public Safety Complex.

This recommendation provides Gulf Power the right-of-way to install the electrical utility needed for this isolation project. The tower and associated equipment will be connected to its own UPS and generator. Purchase Order 131291 was issued to Gulf Power for this project and remains open, encumbering \$8,215; however, Gulf Power will not proceed with construction without a signed Agreement.

BUDGETARY IMPACT:

Funding has been encumbered for this project on Purchase Order 131291.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Underground Distribution Easement was approved as to form and legal sufficiency by Assistant County Attorney Stephen West on September 27, 2013. The conveyance of this easement is authorized pursuant to Section 125.28, Florida Statutes.

Mr. West also approved the Gulf Power Company Agreement for Underground Electrical Construction by the Utility on October 2, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution of the documents by the Chairman, staff will present a recorded copy of the easement and all originals of the construction Agreement to Gulf Power for acceptance and sign-off. Staff will ensure that a fully executed original of the Agreement is provided to the Clerk of the Circuit Court's office for recording in the Public Records of Escambia County.

Attachments

Underground Distribution Easement "W" St
UEC Agreement



This Legal Document
Prepared by Mark B. Davidson
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0093

UNDERGROUND DISTRIBUTION EASEMENT

WO# 55A5XE ("W" St RF Shelter & Tower)
TAX ID# 39-1S-30-1106-000-002
EN# 99335

STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that Escambia County, a political subdivision of the state of Florida, acting by and through its duly authorized Board of County Commissioners (Grantor), whose address is **221 Palafox Pl, Suite 420, Pensacola, FL 32502** for and in consideration of **One And 00/100 Dollars (\$1.00)** and other good and valuable considerations in hand paid by **Gulf Power Company, a Florida corporation** (Grantee), whose address is **One Energy Place, Pensacola, Florida 32520-0093**, the receipt whereof is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground electrical distribution system and necessary related overhead facilities, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment, necessary or convenient in connection therewith from time to time, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom, along, under and across the following described property in **Escambia County, Florida**, to-wit:

A TEN FOOT STRIP (10') OF LAND LYING FIVE FEET (5') ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES AS INSTALLED AND OR TO BE INSTALLED AS SHOWN IN THE ATTACHED EXHIBIT "A" ON THE PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT "B".

IT IS UNDERSTOOD AND AGREED THAT SAID FACILITIES WILL BE INSTALLED AT A MUTUALLY ACCEPTABLE LOCATION TO BOTH PARTIES.

SHOULD THE GRANTOR CAUSE TO HAVE A SURVEY COMPLETED DESCRIBING THE LOCATION OF THE ELECTRICAL FACILITIES AND EXECUTE A NEW EASEMENT TO GULF POWER COMPANY THE GRANTEE AGREES TO RELEASE THIS EASEMENT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

for the transmission, distribution, supply and sale to the public for power, heat and light; and also the perpetual right to lay, bury, construct, operate, maintain, dig up and repair such an underground electrical system on Grantor's adjoining property to serve present and future customers of Grantee, its successors and assigns with electric energy.

TO HAVE AND TO HOLD the same to the said Gulf Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of _____, 20____.

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

By: _____
Gene M. Valentino, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

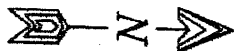
This document approved as to form and legal sufficiency.

By *[Signature]*
Title Att. County Attorney
Date Sept. 27, 2013

EXHIBIT "A"

CUSTOMER REQUEST TO SPLIT LOAD FROM TLN: 13015-54995 AND HAVE NEW PADMOUNT SET TO SERVE RADIO FREQUENCY TOWER. CUSTOMER IS NOT ADDING ANY ADDITIONAL LOAD

GPCCO TO INSTALL ALL CONDUCTOR



ESCAMBIA COUNTY
PUBLIC SAFETY
COMPLEX

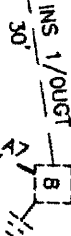
UPLINE DEVICE(1)
TLN: 13059-54970
50A-KS FUSE

UPLINE DEVICE(RECLOSING)
Z-534 NOVA RECLOSER
KENMORE RD & HWY 29

CUSTOMER TO TRENCH AND INSTALL (1) 2" SCH 40 SERVICE DUCT PER CONTRACTOR JAY NIX (878)-772-2651

200A SERVICE

RF SHELTER
AND TOWER



STATION B
TLN: 13007-54981
37.5KVA 120/480 VOLT 1Ø PADMOUNT
(S) 37KVA (W) 34KVA 2T AE 200A MAIN
VD 3.25 VF 1.44

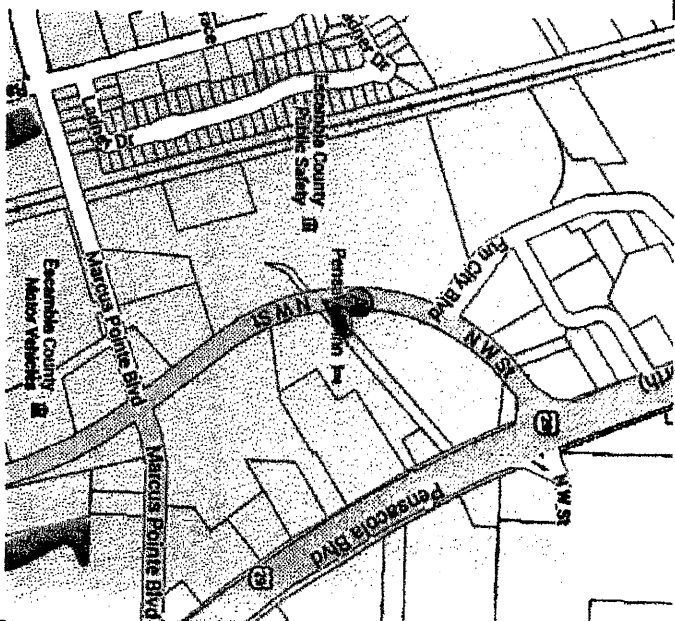
PARKING LOT

GPCCO TO DIRECTIONAL BORE 170FT AND INSTALL (1) 2" CONTINUOUS DUCT

170'
INS 1#1/0A/XN/J

STATION 7
TLN: 13001-54967
300KVA 120/208 VOLT PAD

BUILDING



SUBJECT:				JET'S REF. #	
LOCATION: 6575 N. W ST.				563913	
DRN. BY: KLB	DATE: 6-28-13	E.A.#	MAP #	264	
REV. BY:	DATE:	SCALE: N/A	OCB #	7922	
UDSO: 55A5XE					



EXHIBIT "B"

Page 1 of 2

A portion of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and more particularly described as follows:

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way line of "W" Street; State Road number 453 (R/W varies); thence South 15°48'06" East along the East line of said section for 8.38 feet; thence South 71°50'59" West for 484.67 feet; thence continue South 71°50'59" West for 47.40 feet to the Point of Beginning, hereon known as Point "A"; thence continue South 71°50'59" West for 685.00 feet to the Easterly right-of-way line of the Burlington & Northern Railroad (100' R/W); thence run South 17°56'25" East along said railroad right-of-way for 800.83 feet to a point from hereon known as Point "B"; thence departing said right-of-way line go North 72°03'35" East for 218.17 feet; thence South 17°56'25" East for 400.00 feet; thence South 72°03'35" West for 218.17 feet to the Easterly right-of-way line of said railroad; thence South 17°56'25" East along said right-of-way line for 344.13 feet to the northerly right-of-way of Stumpfield Road (R/W varies); thence run North 70°37'38" East along said Northerly right-of-way for 221.05 feet; thence departing said Northerly right-of-way go North 00°54'25" East and along a common line with property described in O.R. 3086 at page 545 for 395.59 feet to a concrete monument; thence North 70°12'58" East and along a common line with said property in O.R. 3086 page 545 for 351.30 feet to a point on the Westerly right-of-way line of said "W" Street; thence North 40°04'16" West for 46.40 feet to a point of curvature, said point being tangent to a curve concave to the East and having a radius of 931.47 feet and a central angle of 04°43'31"; thence Northwesterly along the arc of said curve for an arc distance of 76.82 feet (chord bearing N 37°42'30" W~chord distance 76.80'); thence run South 54°51'17" West for 10.00 feet, thence run Northwesterly along the curved right-of-way line having a radius of 941.47 feet and a central angle of 00°38'44" for an arc distance of 10.61 feet (chord bearing N 35°01'15" W~chord distance 10.61'); thence North 56°26'53" East for 10.00 feet to the said West right-of-way of "W" Street; thence run Northeasterly along said right-of-way having a radius of 931.47 feet and a central angle of 54°21'56" an arc distance of 883.83 feet to a point of reverse curvature, said point being tangent to a curve concave to the West and having a radius of 25.00 feet and a central angle of 74°24'58"; thence Northwesterly along the arc of said curve for an arc distance of 32.47 feet (chord bearing N 17°46'35" W~chord distance 30.24') to a point of tangency; thence North 54°44'14" West for 204.39 feet to the Point of Beginning. Containing 18.56 acres more or less.

LESS AND EXCEPT:

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way of "W" Street, State Road No. 453 (90' right-of-way); thence South 15°48'06" East along the East line of said Section 8.38 feet; thence South 71°50'59" West for 201.66 feet to a Point on the Westerly right-of-way boundary of "W" Street, said Point being the Point of Beginning; from said Point of Beginning continue South 71°50'59" West 283.01 feet; thence South 1°00'10" East for 313.96 feet; thence run North 71°50'59" East 97.81 feet to a Point on the Westerly right-of-way boundary of "W" Street, said Point being on a curve concave to the Southeast having a radius of 931.47 feet; thence run in a Northeasterly direction along said curve, through a central angle of 25°21'19" for an arc distance of 412.21 feet (Chord bears N 24°38'46" E, 408.85 feet) to the Point of Beginning, containing 1.17 acres, more or less.

AND ALSO LESS AND EXCEPT:

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way of "W" Street, State Road No. 453 (90' right-of-way); thence South 15°48'06" East along the East line of said Section 8.38 feet; thence South 71°50'59" West for 484.67 feet; thence South 1°00'10" East for 313.96 feet to a Point which is the Point of Beginning. From said Point of Beginning continue South 1°00'10" East for 527.58 feet; thence North 17°11'00" East for 34.92 feet; thence North 45°05'08" East for 121.57 feet to a Point on the Westerly right-of-way boundary of "W" Street, said Point being on a curve concave to the East having a radius of 931.47 feet; thence run in a Northerly direction along said curve through a central angle of 27°15'25" for an arc distance of 443.12 feet (Chord bears N 1°39'29" W, 438.95 feet); thence leaving "W" Street run South 71°50'59" West for 97.81 feet to the Point of Beginning. Containing 0.87 acres, more or less.

EXHIBIT "B"

Page 2 of 2

AND ALSO LESS AND EXCEPT:

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way of "W" Street, State Road No. 453 (90' right-of-way); thence South $15^{\circ}48'06''$ East along the East line of said Section 8.38 feet; thence South $71^{\circ}50'59''$ West for 484.67 feet to a Point which is the Point of Beginning. From said Point of Beginning continue South $71^{\circ}50'59''$ West for 59.40 feet; thence run South $54^{\circ}38'16''$ East for 70.49 feet; thence run North $1^{\circ}00'10''$ West for 59.31 feet to the Point of Beginning. Containing 0.04 acres more or less.

AND ALSO LESS AND EXCEPT :

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way of "W" Street, State Road No. 453 (90' right-of-way); thence South $15^{\circ}48'06''$ East along the East line of said Section 8.38 feet; thence South $71^{\circ}50'59''$ West for 201.56 feet to the West right-of-way of said "W" Street for Point of Beginning; thence run along said right-of-way along a curve to the left having a radius of 931.47 feet for an arc distance of 278.16 feet, a chord of South $28^{\circ}45'11''$ West for 277.13 feet; run thence North $54^{\circ}38'16''$ West for 235.43 feet; run thence North $71^{\circ}50'59''$ East for 342.41 feet to the West right-of-way of said "W" Street and the Point of Beginning.



This Legal Document
Prepared by William Maudlin
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0093

UNDERGROUND DISTRIBUTION EASEMENT

WO# 55A5XE
TAX ID# 39-1S-30-1106-000-000
EN# 99338

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that ESCAMBIA TRADE CENTER, LTD., a Florida limited partnership (Grantor), whose address is 120 E Main St, Suite A, Pensacola, FL 32502 for and in consideration of One And 00/100 Dollars (\$1.00) and other good and valuable considerations in hand paid by Gulf Power Company, a Florida corporation (Grantee), whose address is One Energy Place, Pensacola, Florida 32520-0093, the receipt whereof is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground electrical distribution system and necessary related overhead facilities, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment, necessary or convenient in connection therewith from time to time, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom, along, under and across the following described property in Escambia County, Florida, to-wit:

A TEN FOOT STRIP (10') OF LAND LYING FIVE FEET (5') ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES AS INSTALLED AND OR TO BE INSTALLED AS SHOWN IN THE ATTACHED EXHIBIT "A" ON THE PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT "B".

IT IS UNDERSTOOD AND AGREED THAT SAID FACILITIES WILL BE INSTALLED AT A MUTUALLY ACCEPTABLE LOCATION TO BOTH PARTIES.

SHOULD THE GRANTOR CAUSE TO HAVE A SURVEY COMPLETED DESCRIBING THE LOCATION OF THE ELECTRICAL FACILITIES AND EXECUTE A NEW EASEMENT TO GULF POWER COMPANY THE GRANTEE AGREES TO RELEASE THIS EASEMENT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

for the transmission, distribution, supply and sale to the public for power, heat and light; and also the perpetual right to lay, bury, construct, operate, maintain, dig up and repair such an underground electrical system on Grantor's adjoining property to serve present and future customers of Grantee, its successors and assigns with electric energy.

TO HAVE AND TO HOLD the same to the said Gulf Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 27th day of SEPTEMBER, 2013.

ESCAMBIA TRADE CENTER, LTD., a Florida limited partnership

By: Escambia Trade Center Management Group, Inc., General Partner

By: Neal Nash
Neal Nash, President

Ronald E. Swaine
Witness
RONALD E. SWAINE
(Print or type full name)
Rodney Sutton
Witness
Rodney Sutton
(Print or type full name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of SEPT., 2013 by Neal Nash, President of Escambia Trade Center Management Group, Inc., a Florida corporation on behalf of said Corporation acting as a General Partner of Escambia Trade Center, Ltd., a limited partnership who is personally known to me or who has produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC

Marie Price

STAMP

Marie Price
Notary Public
State of Florida
My Commission Expires 03-14-14
Commission No. 00955028

Exhibit "A"



This Geographic Information Systems image is not a survey.
Gulf Power does not warrant the accuracy of the information

Exhibit "B"

Page 1 of 2

A portion of Section 39, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commence at the intersection of the Northerly right-of-way of Stumpfield Road (63 ft. right-of-way) and the Easterly right-of-way of the Burlington and Northern Railroad (formerly the St. Louis and San Francisco) 100 feet right-of-way; thence run North $17^{\circ}56'09''$ West along said Easterly right-of-way for 357.50 feet to the Point of Beginning; thence continue North $17^{\circ}56'09''$ West for 357.19 feet; thence run North $72^{\circ}03'51''$ East for 218.17 feet; thence run South $17^{\circ}56'09''$ East for 357.19 feet; thence run South $72^{\circ}03'51''$ West for 218.17 feet to the Point of Beginning. Containing 1.789 acres more or less.

TOGETHER WITH an easement for ingress and egress from and to the above described parcel to W Street for vehicular and pedestrian traffic over and across the following described property:

A portion of Section 39, Township 1 South, Range 30 West, Escambia County, Florida more particularly described as follows:

Commence at the intersection of the Northerly R/W of Stumpfield Road (63' R/W) and the Easterly R/W of the Burlington & Northern Railroad (formerly the St. Louis and San Francisco) 100' R/W; thence run North $17^{\circ}56'09''$ West along said Easterly R/W for 357.50 feet; thence run North $72^{\circ}03'51''$ East for a distance of 218.17 feet; thence run North $17^{\circ}56'09''$ West for a distance of 301.03 feet for a Point of Beginning; thence continue North $70^{\circ}56'09''$ West for a distance of 40.00 feet; thence run North $72^{\circ}03'51''$ East for a distance of 401.10 feet to an intersection with the West R/W line of "W" Street (90' R/W) said intersection being on a curve having a radius of 931.47 feet and concave to the Northeast (chord - 40.29'; chord bearing - South $24^{\circ}52'16''$ East) thence run southeasterly along said curve through a central angle of $2^{\circ}28'44''$ for an arc distance of 40.30 feet; thence run South $72^{\circ}03'51''$ West for a distance of 405.97 feet to the Point of Beginning.

Exhibit "B"
Page 2 of 2

OR BK 4555 PG 1866
Escambia County, Florida
INSTRUMENT 00-731750

A portion of Section 39, Township 1 South, Range 30 West, Escambia County, Florida more particularly described as follows:

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly Right of Way of "W" Street; State Road number 453 (90' R/W); thence run South 15 degrees 48 minutes 06 seconds east along the East line of said section for a distance of 8.38 feet; thence run South 71 degrees 50 minutes 59 seconds West for a distance of 484.67 feet; thence continue South 71 degrees 50 minutes 59 seconds West for a distance of 59.40 feet to the Point of Beginning; thence continue South 71 degrees 50 minutes 59 seconds West for a distance of 673.00 feet to the Easterly Right of Way of the St. Louis and San Francisco Railroad (100' R/W); thence run South 17 degrees 56 minutes 09 seconds East along said Railroad Right of Way for a distance of 1552.53 feet to the Northerly Right of Way of Stumpfield Road (63' R/W); thence run North 69 degrees 27 minutes 12 seconds East along said Right of Way for a distance of 220.09 feet; thence run North 0 degrees 54 minutes 25 seconds East for a distance of 399.06 feet; thence run North 70 degrees 12 minutes 58 seconds East for a distance of 351.30 feet to a point on the Westerly Right of Way of said "W" Street; thence run North 39 degrees 55 minutes 30 seconds West for a distance of 46.56 feet to a point of curvature, said point being tangent to a curve concave to the East and having a radius of 931.47 feet, thence run Northwesterly along said Right of Way for an arc distance of 76.78 feet, thence run South 54 degrees 47 minutes 52 seconds West for a distance of 10.00 feet, thence run Northwesterly along the curved Right of Way line having a radius of 941.47 feet, for an arc distance of 10.68 feet, thence run North 55 degrees 26 minutes 53 seconds East for a distance of 10.00 feet to the said West Right of Way of "W" Street, thence run Northwesterly along said Right of Way having a radius of 931.47 feet, for an arc distance of 313.22 feet to a point on the South line of a 50 foot Department of Transportation Drainage Easement, thence run South 45 degrees 05 minutes 06 seconds West along said easement for a distance of 121.57 feet; thence run South 17 degrees 11 minutes 00 seconds West along said easement for a distance of 34.92 feet, thence run North 1 degree 00 minutes 10 seconds West for a distance of 782.23 feet; thence run North 54 degrees 38 minutes 16 seconds West for a distance of 70.49 feet to the Point of Beginning. Less and except the following described parcel:

Commence at the intersection of the Northerly Right of Way of Stumpfield Road (63' R/W) and the Easterly Right of Way of the Burlington and Northern Railroad (formerly the St. Louis and San Francisco) 100 feet Right of Way; thence run North 17 degrees 56 minutes 09 seconds West along said Easterly Right of Way for 357.50 feet to the Point of Beginning; thence continue North 17 degrees 56 minutes 09 seconds West for 357.19 feet; thence run North 72 degrees 03 minutes 51 seconds East for 218.17 feet; thence run South 17 degrees 56 minutes 09 seconds East for 357.19 feet; thence run South 72 degrees 03 minutes 51 seconds West for 218.17 feet to the Point of Beginning.

RCD May 08, 2000 09:19 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 00-731750

GULF POWER COMPANY

AGREEMENT FOR UNDERGROUND ELECTRIC CONSTRUCTION BY THE UTILITY
Form 8

THIS AGREEMENT made and entered into this ____ day of _____, **2013**, by and between GULF POWER COMPANY, hereinafter called the Utility, and **Escambia County**, hereinafter called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair and ownership of the underground facilities to be located at **6575 N "W" St., Pensacola Florida**, Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in **Escambia County**, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant has requested the Utility to supply and install all primary, secondary, and service trench, duct, and cable for the purpose of supplying electric service to the improvements to be located on the property described on Exhibit "A"; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install the underground distribution system;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall install, own and maintain the necessary facilities for providing underground electric service to the improvements located on that portion of the property as shown on Exhibit "C" attached. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities except as otherwise shown on Exhibit "C" and at a cost to the Applicant as specifically described in Exhibit "C".
2. The Applicant agrees to prepare an orderly plan for the location of all utility lines and equipment to be installed and to cause all utility companies and contractors involved to install their lines and equipment in the locations specified in said plan.
3. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of constructing, operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.
4. The Applicant shall remove or cause to be removed, at his expense, from the Utility easement or route of trench line, whether in a street, alley or otherwise, all trees, stumps or any other obstructions and shall not hard surface street, parking areas, courts, walkways, or other areas on the trench line route until the necessary ducts have been installed by the Utility. The Applicant shall locate and mark all property and/or lot corners and establish finish grade along the route of construction of the underground distribution system. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.
5. The service entrance facilities for the improvements shall in all respects conform to the requirements of all applicable codes, the Rules and Regulations of the Utility, and the terms of this Agreement. The Applicant and his successors in interest will provide the service entrance facilities in accordance with Exhibit "B".

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Section No. VII

Second Revised Sheet No. 7.24.1

Canceling First Revised Sheet No. 7.24.1

6. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 11.

7. The Utility agrees that it will provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

8. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "C" shall be subject to a paramount right of the Utility to utilize same for construction, repair, maintenance, and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities, which difference is **\$8,215.00** and which has this day been paid by the Applicant to the Utility.

10. Nothing in this Agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the exclusive property of the Utility.

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

**Board of County Commissioners
Escambia County, Florida**

GULF POWER COMPANY

By: _____

By: _____

Gene M. Valentino

(Print or Type Name)

Title: Chairman

Title: _____

Date: _____

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Oct. 2, 2013

Correspondence with the Applicant should be addressed to:

NAME: **Michael Moring**

FIRM: Escambia County

ADDRESS: 6575 North "W" Street

CITY: Pensacola STATE: Florida ZIP CODE: 32505

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

EXHIBIT "A"

Page 1 of 2

A portion of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and more particularly described as follows:

Commence at the Intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way line of "W" Street; State Road number 453 (R/W varies); thence South 15°48'06" East along the East line of said section for 8.38 feet; thence South 71°50'59" West for 484.67 feet; thence continue South 71°50'59" West for 47.40 feet to the Point of Beginning, hereon known as Point "A"; thence continue South 71°50'59" West for 685.00 feet to the Easterly right-of-way line of the Burlington & Northern Railroad (100' R/W); thence run South 17°56'25" East along said railroad right-of-way for 800.63 feet to a point from hereon known as Point "B"; thence departing said right-of-way line go North 72°03'35" East for 218.17 feet; thence South 17°56'25" East for 400.00 feet; thence South 72°03'35" West for 218.17 feet to the Easterly right-of-way line of said railroad; thence South 17°56'25" East along said right-of-way line for 344.13 feet to the northerly right-of-way of Stumpfield Road (R/W varies); thence run North 70°37'36" East along said Northerly right-of-way for 221.05 feet; thence departing said Northerly right-of-way go North 00°34'25" East and along a common line with property described in O.R. 3086 at page 545 for 395.59 feet to a concrete monument; thence North 70°12'58" East and along a common line with said property in O.R. 3086 page 545 for 351.30 feet to a point on the Westerly right-of-way line of said "W" Street; thence North 40°04'16" West for 48.40 feet to a point of curvature, said point being tangent to a curve concave to the East and having a radius of 931.47 feet and a central angle of 04°43'31"; thence Northwesterly along the arc of said curve for an arc distance of 76.82 feet (chord bearing N 37°42'30" W-chord distance 76.80'); thence run South 54°51'17" West for 10.00 feet, thence run Northwesterly along the curved right-of-way line having a radius of 941.47 feet and a central angle of 00°38'44" for an arc distance of 10.81 feet (chord bearing N 35°01'15" W-chord distance 10.81'); thence North 56°26'53" East for 10.00 feet to the said West right-of-way of "W" Street, thence run Northeasterly along said right-of-way having a radius of 931.47 feet and a central angle of 54°21'56" an arc distance of 883.83 feet to a point of reverse curvature, said point being tangent to a curve concave to the West and having a radius of 25.00 feet and a central angle of 74°24'58"; thence Northwesterly along the arc of said curve for an arc distance of 32.47 feet (chord bearing N 17°46'35" W-chord distance 30.24') to a point of tangency; thence North 54°44'14" West for 204.39 feet to the Point of Beginning. Containing 18.56 acres more or less.

LESS AND EXCEPT:

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way of "W" Street, State Road No. 453 (90' right-of-way); thence South 15°48'06" East along the East line of said Section 8.38 feet; thence South 71°50'59" West for 201.66 feet to a Point on the Westerly right-of-way boundary of "W" Street, said Point being the Point of Beginning; from said Point of Beginning continue South 71°50'59" West 283.01 feet; thence South 1°00'10" East for 313.96 feet; thence run North 71°50'59" East 97.81 feet to a Point on the Westerly right-of-way boundary of "W" Street, said Point being on a curve concave to the Southeast having a radius of 931.47 feet; thence run in a Northeasterly direction along said curve, through a central angle of 25°21'19" for an arc distance of 412.21 feet (Chord bears N 24°38'46" E, 408.85 feet) to the Point of Beginning, containing 1.17 acres, more or less.

AND ALSO LESS AND EXCEPT:

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way of "W" Street, State Road No. 453 (90' right-of-way); thence South 15°48'06" East along the East line of said Section 8.38 feet; thence South 71°50'59" West for 484.67 feet; thence South 1°00'10" East for 313.96 feet to a Point which is the Point of Beginning. From said Point of Beginning continue South 1°00'10" East for 527.58 feet; thence North 17°11'00" East for 34.92 feet; thence North 45°05'08" East for 121.57 feet to a Point on the Westerly right-of-way boundary of "W" Street, said Point being on a curve concave to the East having a radius of 931.47 feet; thence run in a Northerly direction along said curve through a central angle of 27°15'25" for an arc distance of 443.12 feet (Chord bears N 1°39'29" W, 438.95 feet); thence leaving "W" Street run South 71°50'59" West for 97.81 feet to the Point of Beginning. Containing 0.87 acres, more or less.

EXHIBIT "A"

Page 2 of 2

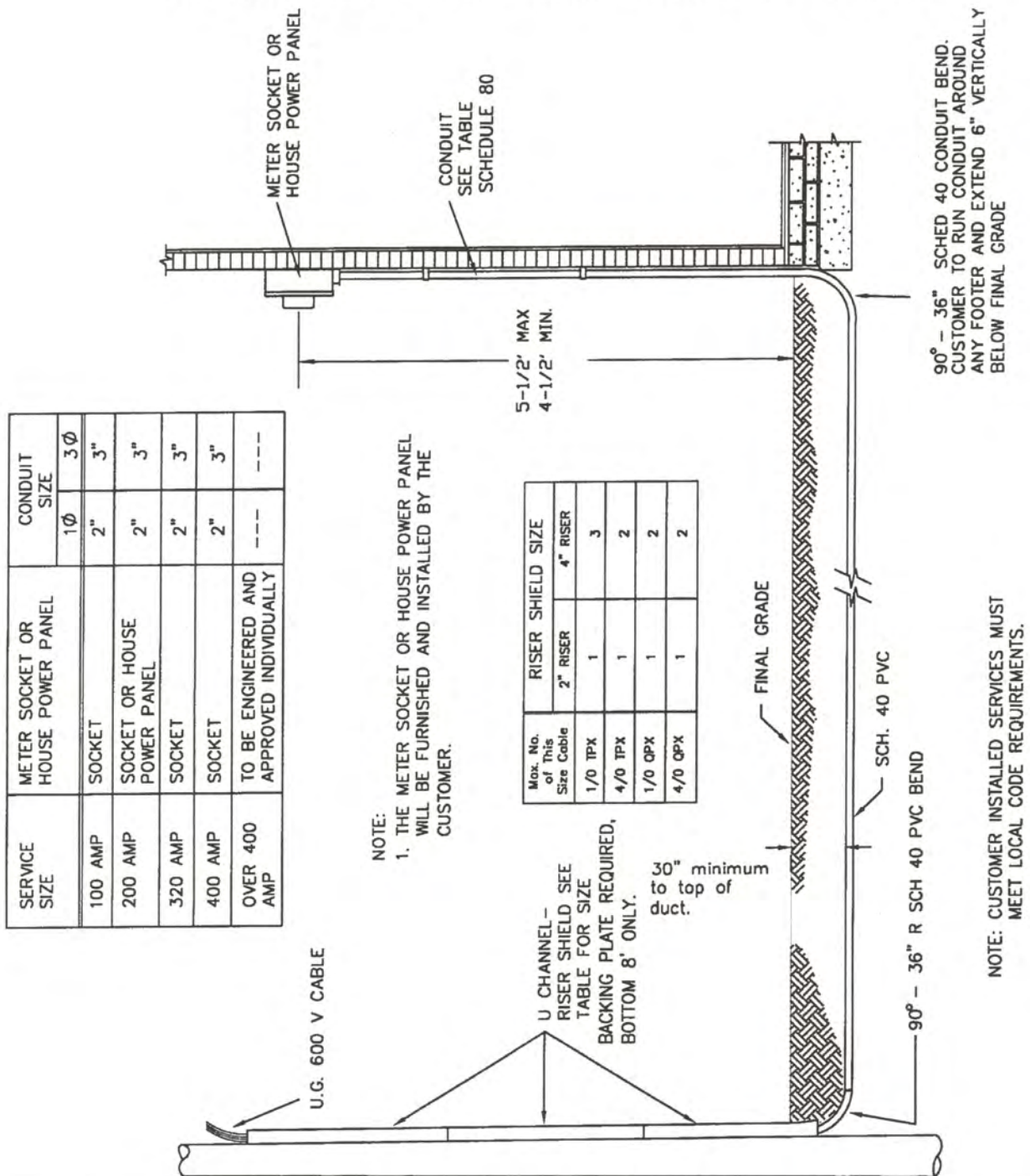
AND ALSO LESS AND EXCEPT:

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way of "W" Street, State Road No. 453 (90' right-of-way); thence South $15^{\circ}48'06''$ East along the East line of said Section 8.38 feet; thence South $71^{\circ}50'59''$ West for 484.67 feet to a Point which is the Point of Beginning. From said Point of Beginning continue South $71^{\circ}50'59''$ West for 59.40 feet; thence run South $54^{\circ}38'16''$ East for 70.49 feet; thence run North $1^{\circ}00'10''$ West for 59.31 feet to the Point of Beginning. Containing 0.04 acres more or less.

AND ALSO LESS AND EXCEPT :

Commence at the intersection of the East line of Section 39, Township 1 South, Range 30 West, Escambia County, Florida and the Easterly right-of-way of "W" Street, State Road No. 453 (90' right-of-way); thence South $15^{\circ}48'06''$ East along the East line of said Section 8.38 feet; thence South $71^{\circ}50'59''$ West for 201.56 feet to the West right-of-way of said "W" Street for Point of Beginning; thence run along said right-of-way along a curve to the left having a radius of 931.47 feet for an arc distance of 278.16 feet, a chord of South $28^{\circ}45'11''$ West for 277.13 feet; run thence North $54^{\circ}38'16''$ West for 235.43 feet; run thence North $71^{\circ}50'59''$ East for 342.41 feet to the West right-of-way of said "W" Street and the Point of Beginning.

EXHIBIT B OF AGREEMENT FOR UNDERGROUND SERVICE FROM OVERHEAD FACILITIES



SUBJECT UNDERGROUND DISTRIBUTION

DETAIL EXHIBIT B OF AGREEMENT FOR UNDERGROUND SERVICE FROM OVERHEAD FACILITIES

Date 11-30-2007

SUPERSEDES 4-19-99
DATE 4-19-99

SHEET 1 OF 1 SHEETS

Gulf Power
A SOUTHERN COMPANY

A- P-34

EXHIBIT C

CUSTOMER REQUEST TO SPLIT LOAD FROM TLN: 13015-54995 AND HAVE NEW PADMOUNT SET TO SERVE RADIO FREQUENCY TOWER. CUSTOMER IS NOT ADDING ANY ADDITIONAL LOAD

GPCO TO INSTALL ALL CONDUCTOR

ESCAMBIA COUNTY
PUBLIC SAFETY
COMPLEX

CUSTOMER TO TRENCH AND INSTALL (1) 2" SCH 40 SERVICE DUCT PER CONTRACTOR
JAY NIX (678)-772-2651

200A SERVICE

RF SHELTER
AND TOWER

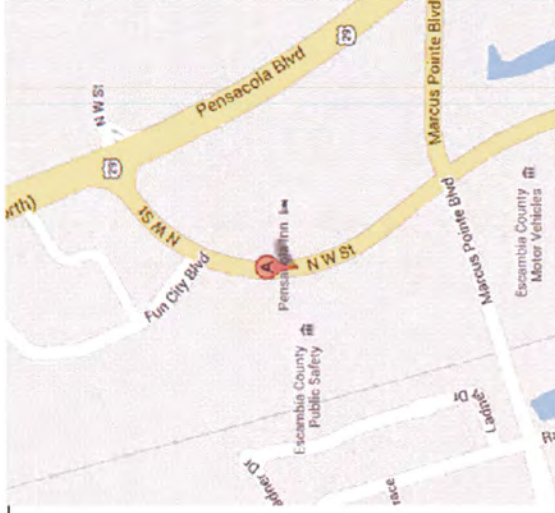
STATION 8
TLN: 13007-54981
37.5KVA 120/40 VOLT 1Ø PADMOUNT
(S) 37KVA (W) 34KVA
VD 3.25 VF 1.44 2T AE 200A MAIN

PARKING LOT

GPCO TO DIRECTIONAL BORE 170FT
AND INSTALL (1) 2" CONTINUOUS DUCT

BUILDING

STATION 7
TLN: 13001-54967
300KVA 120/208 VOLT PAD



SUBJECT:		JETS REF. #	
LOCATION: 6575 N. W. ST.		553913	
DRN. BY: KLB	DATE: 6-28-13	E.A.#	MAP # 264
REV. BY:	DATE:	SCALE: N/A	OCB# 7922
		UDSO: 55A5XE	





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5096

County Administrator's Report 13. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Upgrade of County E-911 System

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Upgrade to the County's E-911 System - Michael D. Weaver,
Public Safety Department Director

That the Board take the following action concerning an upgrade to the County's E-911 System:

A. Rescind Item B of the action taken by the Board in its meeting held September 16, 2013, approving a five-year Agreement (three-year initial term, with two one-year renewal options) with AT&T for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, and authorizing the Chairman to sign the Agreement, pending Legal sign-off;

B. Approve the Special Service Arrangement Agreement (three-year initial term, with two one-year renewal options, with no provision for termination for the initial term), Case Number FL13-1879-01, with Bellsouth Telecommunications, LLC, d/b/a AT&T Florida, for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, in the amount of \$692,260.98; and

C. Authorize the Chairman to sign the Agreement.

[Funding Source: Fund 145 E-911 Operations Fund, Cost Center 330404,
E-911 Communications]

BACKGROUND:

In its meeting held September 16, 2013, the Board a) authorized the upgrade of the County's E-911 System using E-911 Operations Fund (145) Reserves, in the amount of \$692,287.73, including first year's maintenance; b) approved a five-year Agreement and authorized the Chairman to sign the Agreement, pending Legal sign-off; and, c) authorized issuance of a purchase order to AT&T to initiate the project.

The County Attorney's Office approved the Special Service Arrangement Agreement, Case Number FL13-1879-01, upon the condition that the Board be specifically advised as to the

following terms: 1) there is no provision for termination for the initial 36-month period; 2) termination within 36 months will result in a penalty equal to the remaining charges due for the 36-month term; and 3) a shorter (12-month) term would increase the contract price from \$692,260.98 to \$1,087,982.

As a convenience, following is the original background information from the September 16, recommendation:

Escambia County's Cassidian Vesta CS E-911 System was purchased in June 2008 for \$2,280,356. System implementation was started in November 2008, which consisted of three separate Public Safety Answering Points (PSAPs); Public Safety Emergency Communications Center (ECC), Sheriff's Office (ECISO) and Pensacola Police Department (PPD). The ECC is the county's primary PSAP, the ECISO is a secondary for the County, and the PPD is the primary PSAP for the City. Each site is equipped with Cassidian Vesta CS call handling software that resides on servers and workstations. 911 call routing is provided by AT&T and is integrated with Vesta CS. AT&T, our exchange provider, is currently under contract with Escambia County for maintenance of our 911 System.

Two years ago we completed an upgrade to the System, driven by Nortel declaring bankruptcy and Avaya purchasing the company. Avaya immediately required Nortel equipment to be upgraded to its software standard for continued PBX support. The Avaya upgrade totaled \$352,015.16 for all three 911 sites. We applied for a grant from the State of Florida E911 Board and were awarded \$240,663.17. Under the rules of the grant at that time, a grantee could only receive grant funding for two PSAPs. We used the award to pay for the two most expensive upgrades, the ECC and ECISO, and applied County E-911 Reserve Funds to cover the cost of the PPD upgrade in the amount of \$111,351.99.

Issue: Our E-911 System hardware (servers and workstations) is approaching its five year life span and failures are slowly starting to occur. We started looking into simply refreshing hardware as a way to keep the System operating in a cost effective way. We were taking this approach because Next Generation 911 (NEXGEN 911) standards are under development on a national level. The future of 911 is a continuation of voice, with the addition multimedia capabilities to support Text, Photos and Video operating on a Internet Protocol (IP)-based foundation. Many wireless providers will be offering the "Text-to-911" feature in Escambia County in 2014. Our current system cannot support these features.

In our quest to refresh hardware, serious problems became evident making this option unavailable.

- Vesta CS: Operates on a Windows XP Platform. XP will no longer be supported by Microsoft starting in April 2014. Cassidian is no longer offering upgrades or will load Vesta CS software on XP machines and also will no longer support 911 Reporting Software on XP. Additionally, Vesta CS operates on a Windows Server 2003 Application, which is also "end of life" as declared by Microsoft. Support will end in July 2015.
- Nortel 2216 Phones: The 2216 phones interface the Nortel (now Avaya) PBX with the Vesta CS Workstations and reside at each dispatch position. Each phone set operates solely as an interface, but not as a back up to system failures. These phones were given an "end of life" status when Nortel declared bankruptcy in 2009. There are several versions of the 2216, but the one needed as an interface is no longer on the market for purchase. Individual phone set failures will render 911 functions at the failed position unusable.

Solution: Cassidian has developed an intermediate NEXGEN product, Vesta 4. It is an expandable IP-based system and eliminates the need for PBX. Also, it interfaces with VOIP phone sets, which is included in the price and can be used independently of the computer workstations. Vesta 4 resides on a Windows 2007 Platform. The system will operate on a closed AT&T IP Network with built-in redundancy. Cassidian and AT&T are partnered together offering this as an upgrade to our existing system, when in fact it would be a completely new E-911 System.

Cost:

- \$502,096.98 (Non-recurring) ECC, ECSO, & PPD
- \$15,847.00 (Maintenance & Network Monthly Recurring Charges) ECC, ECSO, & PPD.

Funding: Due to a decline in the State 911 Trust Fund, we are not going to be able to qualify for a grant. The E911 Board is now not only looking at two years of 911 Fee Carryover, they are looking at the total in county 911 funds. Since we have \$1.3 million in our Trust or Reserves, we are expected to pay for system upgrades or replacement. Not only did this new rule recently get adopted, but now grants will only be approved for one answering point, on a reimbursable basis.

BUDGETARY IMPACT:

Expenditure of the \$692,261 will leave a Fund 145 Reserve Balance of approximately \$614,680.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual approved the Agreement as to form and legal sufficiency on September 27, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

9/16/13 Board Action 911 Upgrade
E911 Upgrade Agreement

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. **Recommendation:** That the Board take the following action concerning an upgrade to the County's E-911 System:
- A. Authorize the upgrade of the County's E-911 System to Cassidian Vesta 4 to ensure the integrity of the E-911 System for at least the next five years, using funding from E-911 Operations Fund (145) Reserves, in the amount of \$692,287.73, including first year's maintenance;
 - B. Approve a five-year Agreement (three-year initial term, with two one-year renewal options), with AT&T for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, and authorize the Chairman to sign the Agreement, pending Legal sign-off; and
 - C. Upon execution of the Agreement by the Chairman, authorize issuance of a Purchase Order(s) to AT&T, in the amount of \$692,287.73, to initiate the Project.

Approved 5-0

17. **Recommendation:** That the Board adopt the Resolution approving Supplemental Budget Amendment #253, General Fund (001) and Other Grants and Projects Fund (110), in the amount of \$4,984, to recognize a transfer of Grant match funding, and to appropriate these funds for the Federal Elections Activity Grant with the Escambia County Supervisor of Elections Office.

Approved 5-0



20131001-6508

Special Service Arrangement Agreement

Case Number FL13-1879-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida, ("Company") and Escambia County Board of County Commissioners ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.



Special Service Arrangement Agreement

Case Number FL13-1879-01

Company

BellSouth Telecommunications, LLC d/b/a AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer

Escambia County Board of County Commissioners
6575 North "W" Street
Pensacola, FL 32605-

9. Assignment. Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. Severability. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. Merger Clause. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. Acceptance. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Taxes and Fees. All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. Risk of Loss or Damage. All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. Security Interest. Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. Software License.
 - A) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
 - B) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse



Special Service Arrangement Agreement

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engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.

- C) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.

17. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.

- A) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
- B) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
- C) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
- D) Customer acknowledges that it has reviewed the proposed configuration and the customer's facilities are adequate for the site operations. Future operational changes or additional requirements may necessitate additional equipment which will be billable to the Customer. AT&T's Site Preparation Document provides customer with physical backroom space requirements for equipment cabinets. In addition, a site survey is performed before equipment is installed.

18. Maintenance.

- A) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- B) The initial term for maintenance shall be thirty-six (36) months unless otherwise stated on the Order. The initial term shall be automatically renewed for two (2) successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term. AT&T Maintenance and corresponding charges on existing PlantCML equipment will transition during the initial term to new Vesta 4.X Maintenance and charges upon Customer's first use of new Vesta 4.X system.

19. Remedies and Damages Limitations.

- A) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the



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price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.

- B) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of one and a half (1.5%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.

21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

22. Confidentiality.

- A) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.



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- B) The obligations set forth in subsection 22.A above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.
23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.
27. **Public Records.** The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Bellsouth Telecommunications LLC / DBA- AT&T Florida fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving Bellsouth Telecommunications LLC / DBA AT&T Florida seven days written notice, during which period Bellsouth Telecommunications LLC / DBA AT&T Florida still fails to allow access to such documents, terminate the contract.
28. **Annual Appropriation.** Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners



Special Service Arrangement Agreement

Case Number FL13-1879-01



Special Service Arrangement Agreement

Case Number FL13-1879-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 2/13/2014.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Agreement provides charges for the purchase of PlantCML (Cassidian) VESTA 4X Geo-Diverse E911 System equipment and software. Charges for Maintenance and Support of the existing system as well as Vesta 4.x are also included in this Agreement.

The initial term for maintenance shall be thirty-six (36) months unless otherwise stated on the Order. The initial term shall be automatically renewed for two (2) successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Board of County Commissioners

Escambia County, Florida

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 9/27/13

Gene M. Valentino, Chairman

ATTEST: Pam Childers

Clerk of the Circuit Court

Deputy Clerk



Special Service Arrangement Agreement

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BCC Approved: _____

Date : _____

Company:
BellSouth Telecommunications, LLC d/b/a AT&T Florida

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____



Special Service Arrangement Agreement

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Customer Purchase-Cassidian CPE Support -ECC PSAP	\$.00	\$4,338.10	WFFHW
2	Customer Purchase-Cassidian CPE Support -SO PSAP	\$.00	\$5,873.83	WFFHX
3	Customer Purchase-Cassidian CPE Support -PPD PSAP	\$.00	\$3,857.53	WFFHY
4	Nortel Express Technology Support - Plus Next Bus Day-SLCK8-ECC PSAP	\$.00	\$35.16	WFFJ3
5	Nortel Express Technology Support - Plus Next Bus Day-SLCK8-SO PSAP	\$.00	\$35.16	WFFJ4
6	Nortel Express Technology Support - Plus Next Bus Day-SLCK8-PPD PSAP	\$.00	\$35.16	WFFJ5
7	Customer Purchase-Maintenance for PBXs ECC PSAP	\$.00	\$616.09	WFFJ9
8	Customer Purchase-Maintenance for PBXs SO PSAP	\$.00	\$134.66	WFFJA



Special Service Arrangement Agreement

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RATES AND CHARGES

9	Customer Purchase-Maintenance for PBXs PPD PSAP	\$.00	\$350.63	WFFJB
10	CPE, Cassidian VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Contract Signature	\$67,021.33	\$.00	
11	CPE, Cassidian VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Equipment Delivery.	\$67,021.33	\$.00	
12	CPE, Cassidian VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Final Acceptance	\$67,021.33	\$.00	
13	Software, VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Contract Signature	\$41,560.33	\$.00	
14	Software, VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Equip Delivery	\$41,560.33	\$.00	
15	Software, VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Final Acceptance	\$41,560.33	\$.00	
16	Install, VESTA 4X E911 System, ECC/SO/PPD, Contract Signature	\$31,312.00	\$.00	



Special Service Arrangement Agreement

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RATES AND CHARGES

17	Install, VESTA 4X E911 System, ECC/SO/PPD, Equip Delivery	\$31,312.00	\$.00
18	Install, VESTA 4X E911 System, ECC/SO/PPD, Final Acceptance	\$31,312.00	\$.00
19	Training, VESTA 4X E911 System, Contract Signature	\$8,055.33	\$.00
20	Training VESTA 4X E911 System, Equip Delivery	\$8,055.33	\$.00
21	Training VESTA 4X E911 System, Final Acceptance	\$8,055.33	\$.00
22	Required Maintenance, VESTA 4X E911 System, ECC/SO/PPD	\$.00	\$15,357.00
23	CPE, Cassidian VESTA 4X E911 System, Purchase, Command Post, Payable at Contract Signature	\$7,076.00	\$.00
24	CPE, Cassidian VESTA 4X E911 System, Purchase, Command Post, Payable at Equip Delivery	\$7,076.00	\$.00



Special Service Arrangement Agreement

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RATES AND CHARGES

25	CPE, Cassidian VESTA 4X E911 System, Purchase, Command Post, Payable at Final Acceptance	\$7,076.00	\$.00
26	Software, VESTA 4X E911 System, Purchase, Command Post, Payable at Contract Signature	\$11,040.67	\$.00
27	Software, VESTA 4X E911 System, Purchase, Command Post, Payable at Equip Delivery	\$11,040.67	\$.00
28	Software, VESTA 4X E911 System, Purchase, Command Post, Payable at Final Acceptance	\$11,040.67	\$.00
29	Install, VESTA 4X E911 System, Command Post, Payable at Contract Signature	\$1,300.00	\$.00
30	Install, VESTA 4X E911 System, Command Post, Payable at Equip Delivery	\$1,300.00	\$.00
31	Install, VESTA 4X E911 System, Commkand Post, Payable at Final Acceptance	\$1,300.00	\$.00
32	Required Maintenance, VESTA 4X E911 System, Payable at Command Post	\$.00	\$490.00



Special Service Arrangement Agreement

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RATES AND CHARGES

33	Professional Services, per Unit	\$.00	\$10.00
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Special Service Arrangement Agreement

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RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Company will repair or replace equipment that is damaged by lightning strikes only if the Customer provides and maintains proper grounding and bonding of the equipment as specified in the E9-1-1-- PSAP Site Requirements (a document separate from this Agreement). Where improper grounding is found Company will repair or replace the damaged equipment on a time and materials basis at the Customer's expense.
5. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
6. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
7. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.
8. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal



Special Service Arrangement Agreement

Case Number FL13-1879-01
Option 1 of 1

governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5064

County Administrator's Report 13. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Reissuance of State-Funded Subgrant Agreement

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action regarding the replacement State-Funded Subgrant Agreement, Contract Number 14-CP-11-01-27-01-XXX, CSFA 31.067:

A. Approve the replacement State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount of \$13,046, to update the Hazardous Materials Facility Analysis Data, for the period of July 1, 2013, through June 30, 2014; and

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

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

BACKGROUND:

The State of Florida is reissuing this contract as previously approved by the Board on September 5, 2013 due to an error in content as previously provided by the State of Florida, Division of Emergency Management. The new contract, with the same Contract Number 14-CP-11-01-27-01-XXX, has been reissued with a higher funding amount totaling \$13,046 with a higher number of required site visits, totaling 63 facilities. All other aspects of the scope of work and the contract remain the same as the previous version approved by the Board.

The State of Florida Division of Emergency (FDEM) contracts with Escambia County each year to update the local Hazardous Materials Site-Specific Analysis for facilities that use, store, and/or manufacture hazardous materials. Upon approval of this reissued Subgrant Agreement, the Escambia County Division of Emergency Management will be reimbursed \$13,046 for providing contract deliverables in the effort to update this data during the period of July 1, 2013, through June 30, 2014.

BUDGETARY IMPACT:

State funds are being provided in the amount of \$13,046 with no local match requirement, administrative expenses are not authorized. Funds for this grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330323.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual approved this Subgrant Agreement as to form and legal sufficiency on September 30, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require grant contracts be approved by it.

IMPLEMENTATION/COORDINATION:

Coordination of this Subgrant will be between FDEM and Escambia County Division of Emergency Management, along with site inspections coordinated with local hazardous materials facilities.

Attachments

14-CP-11-01-27-01-XXX State-Funded Subgrant Agreement

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
 - B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.
- THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Scope of Work and Schedule of Deliverables and Schedule of Payments (Attachments A and B) of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment A.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, or July 1, 2013, whichever is later, and shall end June 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

- 1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Schedule of Deliverables - Schedule of Payments (Attachment A) and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) If all required deliverables are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Scope of Work - Schedule of Deliverables - Schedule of Payments.

(b) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited Scope of Work audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that

a limited audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name, address, telephone number, fax number and email address of the Division contract manager for this Agreement is:

Mr. Timothy Date
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1272
Fax: (850) 488-1739
Email: tim.date@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John_Dosh@co.escambia.fl.us

(d) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, address, telephone number, fax number and email address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments:
 - Exhibit 1 - Funding Sources
 - Attachment A – Scope of Work
 - Attachment B – Schedule of Deliverables - Schedule of Payments
 - Attachment C – County Facilities Listing
 - Attachment D – Financial Invoice Form
 - Attachment E – Hazards Analysis Checklist and CAMEO Guide
 - Attachment F – Hazards Analysis Site Visit Certification Form
 - Attachment G – Warranties and Representations
 - Attachment H – Certification Regarding Debarment,
 - Attachment I – Statement of Determination

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$13,046.00 subject to the availability of funds.

(b) The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be

expended within the contract period; however, all work must be performed during the contract period. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the new price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to 287.057(3)(a) and (c), may not be renewed.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(r) The recipient is required to participate in Division of Emergency Management training specific to performance of the hazard analysis program.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.
RECIPIENT: _____

Board of County Commissioners
Escambia County, Florida

Gene M. Valentino, Chairman
FID# 59-6000598-168

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By: _____
Name and Title: Bryan W. Koon, Director

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Date BCC Approved: _____

Date BCC Executed: _____

Approved as to form and legal
sufficiency.

By/Title: [Signature] ACA
Date: 6/30/13

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 31.067 in the amount of \$13,046.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).
2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

Attachment A

SCOPE OF WORK

Purpose

To update the hazards analysis for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment C that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.
- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment C. The primary guidance documents are Attachment E (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at;
<http://www.epa.gov/emergencies/docs/chem/tech.pdf>. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.
- C. Conduct an on-site visit at each Attachment C facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's **CAMEO_{fm} version 2.4 (download from):** <http://www.epa.gov/emergencies/content/cameo/index.htm>. Each facility hazards analysis shall include, but is not limited to, the following items:
 1. Facility Information (**CAMEO_{fm} Facility Page**)
 - (a) Enter the facility name (per Attachment C) in the Facility Name field.
 - (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.
 - (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.

- (d) Enter the maximum number of employees present at the facility at any given time in the Number of Employees on Site field of the ID Codes tab.
(a minimum of one is required for unmanned facilities)
- (e) Enter the Facility phone number in the Facility Phones tab field.
- (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.
- (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.
- (h) Enter the route(s) used to exit the Vulnerable Zone(s) in the notes tab of the Facility Page.
- (i) Enter any past releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include date, time, chemical name/quantity and number of persons injured or deaths (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

2. Hazard Identification (**CAMEO_{fm} Chemical in Inventory Page**)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.
- (b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.
- (c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (this is the release amount used to determine the Vulnerable Zone).
- (d) Choose the appropriate code from the drop down list for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.
- (e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens the CAMEO Chemicals database).

3. Vulnerability Analysis (CAMEO*ofm* Scenario Page)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.
 - (b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.
 - (c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
 - (1) Gases – 10 minutes
 - (2) Powders or solids in solution – 10 minutes
 - (3) Liquids – No value shall be entered
 - (d) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed (don't enter a value in the Wind From field) and Urban or Forest is recommended in the Ground Roughness field.
 - (e) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page (the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).
 - (f) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, CAMEO will automatically estimate the extent of the vulnerable zone that may cause injury or death to human populations following an accidental release.
 - (g) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the vulnerable zone(s).
 - (h) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the vulnerable zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone(s), that shall be noted.
- D. Supporting documentation shall be submitted to the Division which lists the facilities for which a hazards analysis was not completed. In addition to the facility name and address, supporting documentation should indicate whether:
- 1. Facility has closed or is no longer in business.
 - 2. Facility is not physically located in the County (indicate appropriate County location, if known).

3. If the facility no longer has Extremely Hazardous Substances on-site or is below the Threshold Planning Quantity, notify the facility representative of the requirement to submit to the State Emergency Request Commission a;
 - (a) Statement of Determination (Attachment I), or
 - (b) Letter identifying the date and reason the Extremely Hazardous Substance is no longer present (closed, replaced with less hazardous substance, etc.) or below TPQ.

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis.
2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment F) to the Division with the Facility Name included in the file naming convention (required format Facility NameSV). Add the site visit certification form to the Site Plan Tab of the **Cameo Facilities Page** for each facility visited or contacted.
 - (a) **On-Site visit exception for sulfuric acid**
 - (1) For facilities listed on Attachment C that report the presence of only sulfuric acid, an initial on-site visit is required and an on-site visit form (Attachment F) signed and dated by the facility representative and the Recipient shall be submitted to the Division.
 - (2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date the Recipient contacted the facility representative. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous substance.
 - (3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in Agreements subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit and submit a completed on-site visit form (Attachment F) to the Division.
3. For each facility that a hazard analysis is conducted, submit a site plan to the Division with the Facility Name included in the file naming convention (required format Facility NameSP). Add the site plan to the Site Plan Tab of the **Cameo Facilities Page**. The site plan shall contain sufficient information to provide situational awareness to provide, as a minimum:

- (a) Location of major building(s)
 - (b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.
 - (c) Name and location of street(s)
 - (d) Identify pertinent access and egress point(s)
 - (e) Note any additional features pertinent to hazmat and medical response
- F. Ensure that the Hazards Analysis information is reflected in the County Local Mitigation Strategy.

Attachment B

Schedule of Deliverables – Schedule of Payments

Schedule of Deliverables

Deliverables 2, 3 and 4 shall be submitted to the Division by the required deadline to be considered eligible for payment. Work products submitted under Deliverables 2, 3 and 4 shall only be paid if they meet the criteria set forth in sections A through E of the Scope of Work (Attachment A). Late submissions will not be eligible for payment.

Deliverable 1:

Within 30 days after receipt of the executed contract, the recipient shall submit a sample hazard analysis to the Division for review to ensure the work being performed meets the requirements of the Scope of Work.

Deliverable 2:

On or before January 1, 2014, the Recipient shall submit fifty (50) percent of the completed hazards analyses for facilities listed on Attachment C to the Division for review and approval.

Deliverable 3:

On or before April 1, 2014, the Recipient shall submit the final fifty (50) percent of the completed hazards analyses for facilities listed on Attachment C to the Division for review and approval.

Deliverable 4:

- A. On or before June 1, 2014, the Recipient shall submit a complete copy of each approved hazards analysis to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division.
- B. On or before June 1, 2014, the Recipient shall notify all Attachment C facilities and applicable first responder agencies of the availability of the hazards analyses information, and make that information available upon request and submit proof of said notifications to the Division.

Schedule of Payments

	Payment
Deliverable #2 - 45% of the Agreement Amount	<u>\$5,870.70</u>
Deliverable #3 - 45% of the Agreement Amount	<u>\$5,870.70</u>
Deliverable #4 - 10% of the Agreement Amount	<u>\$1,304.60</u>

Each payment shall be made upon satisfactory completion of the deliverable(s) above and upon receipt of an acceptable Financial Invoice (Attachment D).

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2013-2014

SERC #	Facility Name / Address	County	EHS Chemical	Contact
30617	Crowne Communications-Naval Air Station 524 Navy Boulevard Pensacola FL 32514	Escambia	Sulfuric Acid	Monica Gambino 724-416-2000
28646	Crowne Communications-University Mall 722 Plantation Road Pensacola FL 32504	Escambia	Sulfuric Acid	Monica Gambino 724-416-2000
31212	Airgas South-Pensacola 216 3201 North Palafox Street Pensacola FL 32501	Escambia	Ammonia	Levy Bryant 850-434-0235
6083	Arizona Chemical-Specialty Products 411 South Pace Boulevard Pensacola FL 32502	Escambia	Boron trifluoride	Larry McDermott 850-438-9222
833	Armstrong World Industries 300 South Myrick Street Pensacola FL 32505	Escambia	Vinyl acetate monomer	Skyler Hare 850-435-2264
34278	AT & T -FLA093 4910 Helton Lane Pensacola FL 32526	Escambia	Sulfuric Acid	Sara Buford 904-259-9921
5146	Bellsouth-31471 30 West Belmont Street Pensacola FL 32507	Escambia	Sulfuric Acid	Sara Buford 904-259-9921
5147	Bellsouth-31475 1725 East Olive Road Pensacola FL 32514	Escambia	Sulfuric Acid	Sara Buford 904-259-9921
27502	Century Link - QCC-Pensacola 2500 North Palafox Pensacola FL 32501	Escambia	Sulfuric Acid	Harlan Pincus 914-686-7952
36289	Cox Communications-Jordan MTC 2120 West Jordan Street-B Pensacola FL 32505	Escambia	Sulfuric Acid	Jeff Quarles 850-314-8174

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2013-2014

915	Gulf Power-Christ Electric Generating Facility 11999 Pate Road Pensacola FL 32514	Escambia	Ammonia	Jason Clark 850-429-2170
6613	E C U A - Airport North Well Plant 4018 Leesway Circle Pensacola FL 32504	Escambia	Chlorine	Kerry Langley 850-476-5110
	E C U A - Avondale Well Plant 4950 Cerney Road Pensacola FL 32507	Escambia	Chlorine	Kerry Langley 850-476-5110
6622	E C U A - Bayou Marcus WRF 3050 Fayal Drive Pensacola FL 32516	Escambia	Sulfur Dioxide	Kerry Langley 850-476-5110
6618	E C U A - Broad Well Plant 690 Broad Street Pensacola FL 32534	Escambia	Chlorine	Kerry Langley 850-476-5110
6605	E C U A - Bronson Well Plant 2251 Bronson Road Pensacola FL 32506	Escambia	Chlorine	Kerry Langley 850-476-5110
6626	E C U A - Cantonment Well Plant 325 Becks Lake Road Cantonment FL 32533	Escambia	Chlorine	Kerry Langley 850-476-5110
6623	E C U A - Carriage Hills Well Plant 5550 Esperanto Drive Bellview FL 32526	Escambia	Chlorine	Douglas Patterson 850-969-3343
6619	E C U A - Dunaway Well Plant 7710 Dunaway Road Bellview FL 32526	Escambia	Chlorine	Kerry Langley 850-476-5110
6631	E C U A - Ellyson Well Plant 2902 East Johnson Avenue Pensacola FL 32514	Escambia	Chlorine	Kerry Langley 850-476-5110
6617	E C U A - Ensley Well Plant 8902 North Palafox Street Pensacola FL 32534	Escambia	Chlorine	Kerry Langley 850-476-5110

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2013-2014

6603	EC U A - F and Scott Well Plant 1110 West Scott Street Pensacola FL 32501	Escambia	Chlorine	Kerry Langley 850-476-5110
6608	EC U A - George Watson Well Plant 49 1141 Medford Avenue Pensacola FL 32505	Escambia	Chlorine	Kerry Langley 850-476-5110
6600	EC U A - Hagler Well Plant 4190 Airfield Road Pensacola FL 32504	Escambia	Chlorine	Douglas Patterson 850-969-3343
30304	EC U A Humphreys Well Plant 2115 Douglas Avenue Pensacola FL 32514	Escambia	Chlorine	Douglas Patterson 850-969-3343
34758	EC U A - Kingsfield Well Plant 2168 Tate Road Cantonment FL 32533	Escambia	Chlorine	Kerry Langley 850-476-5110
6625	EC U A - Lillian Well Plant 8105 Lillian Highway Pensacola FL 32506	Escambia	Chlorine	Kerry Langley 850-476-5110
6612	EC U A - McAllister Well Plant 5810 McAllister Road Pensacola FL 32504	Escambia	Chlorine	Kerry Langley 850-476-5110
18556	EC U A - McCrory Well Plant 10615 New Chemstrand Road Cantonment FL 32533	Escambia	Chlorine	Kerry Langley 850-476-5110
6610	EC U A - Off 4A Well Plant 551 East Nine Mile Road Pensacola FL 32514	Escambia	Chlorine	Kerry Langley 850-476-5110
6614	EC U A - Olive Road Plant 2502 east Olive Road Pensacola FL 32514	Escambia	Chlorine	Kerry Langley 850-476-5110
29652	EC U A - Pensacola Beach Pump 425 Pensacola Beach Boulevard Gulf Breeze FL 32561	Escambia	Chlorine	Kerry Langley 850-476-5110

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2013-2014

19106	E C U A - Pensacola WWTP 53 Via Del Luna Pensacola FL 32501	Escambia	Sulfur Dioxide	Kerry Langley 850-476-5110
6620	E C U A - Royce Street Well Plant 600 Royce Street Pensacola FL 32503	Escambia	Chlorine	Kerry Langley 850-476-5110
28716	E C U A - Southwest Pump Station 12250 Sorrento Road Pensacola FL 32507	Escambia	Chlorine	Kerry Langley 850-476-5110
27711	E C U A - Spanish Trail Well 4010 Jerry Maygarden Road Pensacola FL 32504	Escambia	Chlorine	Douglas Patterson 850-969-3343
6616	E C U A - Sweeney Well Plant 10411 North Palafox Street Pensacola FL 32534	Escambia	Chlorine	Douglas Patterson 850-969-3343
18555	E C U A - Tennant Well Plant 2017 Broyhill Lane Bellview FL 32526	Escambia	Chlorine	Douglas Patterson 850-969-3343
6621	E C U A - University Well Plant 1681 Governors Drive Pensacola FL 32514	Escambia	Chlorine	Kerry Langley 850-476-5110
6604	E C U A - Villa Drive Well Plant 11 Villa Drive Pensacola FL 32506	Escambia	Chlorine	Douglas Patterson 850-969-3343
6602	E C U A - W and Avery Well Plant 2900 West Avery Street Pensacola FL 32505	Escambia	Chlorine	Douglas Patterson 850-969-3343
908	E C U A - Well Plant 6 106 East DeSoto Street Pensacola FL 32501	Escambia	Chlorine	Kerry Langley 850-476-5110
6601	E C U A - West Pensacola Well Plant 4091 Lillian Highway Pensacola FL 32506	Escambia	Chlorine	Kerry Langley 850-476-5110

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2013-2014

6599	E C U A - West Well Plant 1420 West Cervantes Street Pensacola FL 32505	Escambia	Chlorine	Kerry Langley 850-476-5110
18301	Exide Technologies 4009 North Pace Boulevard Pensacola FL 32505	Escambia	Sulfuric Acid	Dana Anderson 850-292-3547
30813	GE Generators-Pensacola 8301 Scenic Highway Pensacola FL 32514	Escambia	Sulfuric Acid	Mark DeSol 850-232-4325
15754	Gonzalez Utilities Association, Inc 1610 Old Chemstrand Road Cantonment FL 32533	Escambia	Chlorine	Russell Bracken 850-554-6845
32032	Gonzalez Utilities Association, Inc-Pauline 1351 Pauline Street Cantonment FL 32533	Escambia	Chlorine	Russell Bracken 850-554-6845
22022	Gulf Power-Corporate Office 500 Bayfront Parkway Pensacola FL 32520	Escambia	Sulfuric Acid	Kevin Beatty 850-336-6651
34732	The Home Depot-8472 541 West Nine Mile Road Pensacola FL 32534	Escambia	Sulfuric Acid	John Newbern 850-476-1641
33597	Level 3 Communications-ESLYFL01 7891 Sears Boulevard Pensacola FL 32514	Escambia	Sulfuric Acid	Payton Michael 720-888-4958
27471	Level 3 Communications-PNSCF11W 221 North Baylen Street Pensacola FL 32501	Escambia	Sulfuric Acid	Tim Kimball 877-877-7758
36641	Lost Key Country Club 625 Lost Key Drive Pensacola FL 32507	Escambia	Sulfuric Acid	Scott Hamm 239-948-5877
	Main Street Wastewater Treatment Plant 401 West Government Street Pensacola FL 32501	Escambia	Chlorine	Carney Hamilton 850-438-8448

ATTACHMENT C - ESCAMBIA COUNTY SECTION 302 FACILITY LIST

2013-2014

20395	Molino Utilities-Well 3 5320 Chestnut Road (at water tank) Molino FL 32577	Escambia	Chlorine	Charles Weaver 850-336-3057
30295	Molino Utilities-Well 4 7445 Gibson Road (at water tank) Molino FL 32577	Escambia	Chlorine	Charles Weaver 850-336-3057
37771	N E S Rentals-8065 4007 North W Street Pensacola FL 32505	Escambia	Sulfuric Acid	Frankie Shields 650-433-8801
966	Reichhold Chemicals-Pensacola 425 South Pace Boulevard Pensacola FL 32501	Escambia	Ammonia	Scott Irwin 850-858-1343
	Safe Start LLC 615 North Tarragona Pensacola FL 32502	Escambia	Sulfuric Acid	Ross Secord 850-430-4081
38192	Scenic Hills Country Club 8891 Burning Tree Road Pensacola FL 32514	Escambia	Sulfuric Acid	Rick Gorman 850-384-3706
38775	Sunbelt Rentals-PC267 6802 Pensacola Road Pensacola FL 32505	Escambia	Sulfuric Acid	David Ruion 850-266-3707
34746	The Home Depot Store-6853 5309 North Davis Highway Pensacola FL 32508	Escambia	Sulfuric Acid	Jerome Klemens 850-478-9493
989	Town of Century-Well 2 9201 Academy Street Century FL 32535	Escambia	Chlorine	Stephen Ross 850-256-3208

Attachment D
FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: Escambia County AGREEMENT# 14-CP-11-01-27-01-XXX

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
3. Final Payment(10% of contract amount) (approval, distribution & notification)	\$ _____	\$ _____
TOTAL AMOUNT	\$ _____	\$ _____

(To be completed by
the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

Signature of Authorized Official/Title

Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE \$ _____

(To be completed by the Division)

Attachment E

Hazard Analysis Contract Checklist and CAMEOfm Guide

Facility Information (CAMEOfm Facility Page)	
	Facility Name {per Attachment C} (Facility Page)
	Facility Physical Address (Facility Page)
	Latitude and Longitude in Decimal Degrees (ex. 30.197, -84.3621) (Map Data Tab on Facility Page)
	Facility 24-hour Emergency Phone Number (Facility Phones Tab on Facility Page)
	Facility Emergency Coordinator Name and Title Contact Tab on Facility Page)
	Transportation Route(s) {From County Line to the Facility} (Notes Tab on Facility Page)
	Evacuation Route(s) to exit the Vulnerable Zone (Notes Tab on Facility Page)
	Historical Accident Record {if none, please note} (Notes Tab on Facility Page)
	Facility Population {a minimum of one is required for unmanned facilities} (ID Codes Tab on facility Page)
Hazard Identification (CAMEOfm Chemical in Inventory Page) (for each Extremely Hazardous Substance on site)	
	Proper Chemical Name(s) (Chemical in Inventory Page(s))
	Chemical Abstract Service (CAS) Number (Chemical in Inventory Page(s))
	Physical State in Storage (ex. mixture, pure, liquid, gas) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Maximum Quantity On-site in Pounds (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Amount in Largest Container or Interconnected Containers (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Type and Design of Storage Container(s) (ex. cylinder, steel drum, carboy) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Nature of the Hazard (ex. acute, chronic, fire, pressure, etc.) Chemical in Inventory Page(s), Physical State and Quantity Tab)
Vulnerability Analysis (CAMEOfm Scenario Page) (for each Extremely Hazardous Substance on site)	
	Enter maximum amount in largest container or interconnected containers in the Amount Released field (Scenario Description tab)
	Enter the concentration percentage in the Concentration field (Scenario Description tab)
	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) (Scenario Description tab)
	Weather Information - Use the weather default settings or enter average wind speed (don't enter a value in the Wind From field) and Urban or Forest is recommended in the Ground Roughness field. (Scenario Description tab)
	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring {based upon release history & maintenance etc.} (Scenario Description tab)
	Extent of Vulnerable Zone {CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used} (Scenario Description tab)
	Enter estimate of Total Exposed Population (Notes Tab on Scenario Page(s))
	Enter Critical Facilities {name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities} (Notes Tab on Scenario Page(s))
On-Site Visits (for each Facility and within the Contract Period)	
	Site Visit Certification Form (Attached to Site Plan Tab on Facility Page) {file naming required format Facility NameSV}
Site Plan (Attached to Site Plan Tab on Facility Page) (file name required format Facility NameSP)	
	Sufficient Detail to Identify:
	Location of Major Building(s)
	Name and Location of Extremely Hazardous Substance(s) (if extremely hazardous materials are co-located, noting EHS is acceptable)
	Name and Location of Street(s)
	Identify Pertinent Access and Egress Points
	Note Additional Features Pertinent to Hazardous Materials and Medical Response

All data shall be submitted electronically via CAMEOfm version 2.4 in a .zip file format.

Attachment F



**FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS
MATERIALS**

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

Facility Name (Please print)

Street Address, City & Zip Code (Please print)

County (Please print)

Name of Facility Representative (Please print)

Facility Representative Signature

Site Visit Date

Site Visit Performed by (Please print)

Signature

Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Notes: _____

- ☐ Check if facility representative was informed about using E-Plan (<https://erplan.net/epln/login.htm>) for EPCRA on-line filing

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most

advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H



Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Escambia County
Recipient's Name

Name and Title

14-CP-11-01-27-01-XXX
Agreement Number

Street Address

City, State, Zip

Date

Attachment I

STATEMENT OF DETERMINATION

Facility Name		
Physical Address (Street only)		
City	County	LEPC District

I have determined that this facility is / is not subject to the following section(s) of EPCRA, Title III, for the reporting year(s) indicated (circle all applicable):

SECTION	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
302 / 303	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
311 / 312	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
313	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N

If "No" was indicated on any of the above, please check appropriate box(s) why:

Sections 302/303	Extremely Hazardous Substances (EHSs) are / were present only in amounts less than established Threshold Planning Quantities (TPQs).			
	No EHSs are Present.			
	No EHSs were present on-site during the year.			
Sections 311/ 312	Hazardous chemicals/EHSs are/were present only in amounts below established reporting thresholds.			
	No hazardous chemicals/EHSs are/were present.			
	No hazardous chemicals were present on-site during the year.			
Section 313	Not within covered SIC Codes.			
	Within covered SIC Codes, but less than ten (10) employees.			
	Within covered SIC Codes, but no Section 313 chemicals were present or were below Section 313 reporting thresholds.			
Other	Closed facility YES / NO	Chemicals removed YES / NO	Chemicals reduced below threshold/TPQ YES / NO	Date Effective:
	New Facility. Date chemicals brought on site meeting / exceeding TPQ:			

Further explanation if necessary:

CERTIFICATION:

I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws.

Name of owner/operators authorized representative (printed):

Official Title (printed):

Signature:

Date signed:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5132

County Administrator's Report 13. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Approval to Issue Fiscal Year 2013-2014 Purchase Orders Totaling \$50,000 or Greater

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2013-2014 Purchase Orders Totaling \$50,000 or Greater for the Human Resources Department - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the issuance of Fiscal Year 2013-2014 Purchase Orders and/or Blanket Purchase Orders totaling \$50,000 or greater for the Human Resources Department, from previously awarded or approved annual requirement Contracts or Contractual Agreements, as provided.

BACKGROUND:

The Human Resources Department has five Purchase Orders that, during the course of a Fiscal Year, equal or exceed \$50,000 to support the employee benefits. Issuance of these Purchase Orders during October 2013 is essential to ensure continuity of benefits for employees and retirees.

BUDGETARY IMPACT:

Funding for the above Purchase Orders is through Fund Code 501, Worker's Compensation, Health and Life Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will generate a Purchase Order as an instrument for placing orders and making payments to provide services. The Human Resources Department will coordinate with the Office of Purchasing.

Attachments

Purchase Orders \$50,000 or Greater 2013-2014 for HR

<u>Contractor</u>	<u>Not- to-Exceed Amount</u>	<u>Contract</u>
A. Delta Dental Insurance Company Vendor #040643 Dental Insurance Cost Center 150109 Claims - \$815,000/Admin. - \$75,000	\$ 890,000	PD 12-13.029
B. Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108	\$ 20,161,557	PD 08-09.042
C. Cigna Life Insurance Company Vendor # Pending Life Insurance Cost Center 150110	\$ 420,000	PD 12-13.057
D. Occupational Health Center of S.W. PA DBA Concentra Medical Center Vendor #150079 Health Clinic Cost Center 150108	\$ 563,200	PD 09-10.005

[Funding Source: Fund 501, Internal Service Fund]



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5106

County Administrator's Report 13. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Contract with Workforce Escarosa, Inc., for Supplemental Nutrition Assistance Program (SNAP)

From: Marilyn Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract with Workforce Escarosa, Inc., for the Supplemental Nutrition Assistance Program - Marilyn Wesley, Community Affairs Department Director

That the Board take the following action concerning the Supplemental Nutrition Assistance Program (SNAP) Contract, SNAP #2013-2014-01:

A. Approve the Contract between Workforce Escarosa, Inc., and the Escambia County Board of County Commissioners for SNAP, SNAP #2013-2014-01, for the period of October 1, 2013, through September 30, 2014, in the amount of \$50,972; and

B. Authorize the Chairman to sign the Contract and any subsequent non-monetary related documents, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants and Projects - no local match required]

BACKGROUND:

Under legislation governing Workforce Florida, Inc. and the Workforce Investment Act of 1998 (WIA), Workforce Escarosa, Inc. has the responsibility for the administration of the SNAP programs in Region 1, comprised of Escambia and Santa Rosa counties. The Board contracts as a service provider in administering SNAP, which is one of many components under WIA.

SNAP, formerly Food Stamp Employment and Training or FSET, is designed to provide employment and training services to individuals receiving food stamps and serves able-bodied adults without dependents, ages 18 thru 39. The goal of the program is to emphasize work, self-sufficiency, and personal responsibility. The program focuses on helping individuals gain skills, obtain training, gain work experience, and secure work.

BUDGETARY IMPACT:

Funding for the Contract is 100% grant-funded, with no local match required and is a cost reimbursement agreement. The Management and Budget Services Department will prepare the Supplemental Budget Amendment for recognizing and allocating these funds for use.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office has reviewed and approved the Contract as to form and legal sufficiency.

PERSONNEL:

Staff hired under this contract will provide all program services. The Department of Community Affairs will maintain administrative oversight of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Contract is necessary pursuant to the Florida Workforce Innovation Act of 2000, Senate Bill 2050, and the Personal Responsibility and Work Opportunities Act. Also, Board policy requires approval of all such contracts.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with Workforce Escarosa on matters concerning this contract.

Attachments

SNAP Contract for FY2014

**CONTRACT BETWEEN WORKFORCE ESCAROSA, INC. AND THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM SNAP #2013-
2014-01**

WHEREAS, Workforce Escarosa, Inc. (Escarosa), a non-profit Corporation, is chartered as the local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of Supplemental Nutrition Assistance Program (SNAP) for Region 1, and is in need of certain services more specifically hereafter described; and

WHEREAS, the Escambia County Board of County Commissioners, Department of Community Affairs, Community Services Division (BCC), through the administration of the Food Stamp Employment and Training Program (FSET) has heretofore demonstrated its ability to provide such services in accordance with the terms and provisions that hereafter follow;

NOW THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

A. The BCC shall provide the following services and outcomes which shall be in compliance with SNAP funded services, as required by the U.S. Department of Agriculture (USDA) and the Department of Economic Opportunity (DEO), to wit:

1. Provide staff for Job Development/Case Management services, in support of the following:
 - a) The Escarosa Career Center on "L" Street and the Milton Career Center are routinely open to the public between 8:00 a.m. and 5:00 p.m. Monday through Friday, less State-celebrated holidays. Circumstances occasionally require extended business hours and/or weekend operations. The BCC will provide SNAP staff to the career centers and shall be co-located in the centers (except for official county holidays) during normal business hours and extended hours.
 - b) Provide case management and counseling services to SNAP participants who have been determined eligible for SNAP activities to include career counseling, identifying barriers to employment, educational/skills assessments, follow-up services and other related services which will assist the participant in meeting required work participation hours.
 - c) Provide weekly, monthly or quarterly reports – as required by Workforce Escarosa, regarding SNAP participant activities progress

and outcomes. Reports may include, but are not limited to, the following types of information: numbers served, numbers employed, successes, and other items as required by the State Workforce Florida, Inc., Department of Economic Opportunity (DEO) , or local Regional Workforce Board (RWB).

- d) Insure collection and maintenance of data to support SNAP activities, participant contact, state management information system data entries, support services rendered, and periodic reports as required by Workforce Escarosa.
 - e) Provide all fiscal controls necessary to insure expenditures are in line with federal, state and local policies and procedures.
 - f) Document via counseling notes participant contact, progress achieved, and problems encountered.
 - g) Compile, implement, and update of the Individual Service Strategy (ISS) for participants who choose to participate.
 - h) Identify needs for specialized assessments or other required skills assessments and referrals for SNAP services. This may include parenting, personal finance, employability skills, life management skills classes/workshops.
 - i) Career counseling regarding the local labor market, skill levels, educational levels, job duties required for employment, etc.
 - j) Provide Job development, search and placement assistance for SNAP participants who choose to participate.
2. All staff involved in providing services under this contract must be qualified and knowledgeable of SNAP laws and regulations and must be able to apply procedures and guidelines in day-to-day operations.
3. Due to recent revisions to the Florida State SNAP Plan as required by USDA, case loads must be maintained at or close to 50 to justify one (1) full-time equivalent (FTE) staff person under this contract. If case loads drop below 40, the 1 FTE's hours may be reduced accordingly to remain in compliance with USDA and DEO requirements. The decision to reduce hours will lie with the Executive Director of Workforce Escarosa. The Executive Director will notify the contract person listed under XXVIII. Notice and Contract of the reduction no less than 40 hours in advance of the reduction.
4. Should case loads increase above the 50 required, the Executive Director and the Director of the Department of Community Affairs will determine

staff levels needed. Increases in staffing levels will be dependent on funding from USDA/DEO.

II. METHOD AND TIME PAYMENT

- A. Escarosa shall pay an aggregate amount not to exceed \$50,972 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, BCC determines that submitted line-items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$50,972 cannot be over expended.
- B. The amount of \$50,972 may be reduced or increased dependent upon final allocation, availability of funds, and increases/decreases in SNAP case loads.

All monthly invoices must be received by the 15th of the following month for the previous month's billings.

- C. Documentation for reimbursement shall include an invoice and the following:
 - 1. Salaries/Fringes: Documentation of rate of pay and payment for positions identified in budget summary.
 - 2. Staff Travel: Documentation of mileage and/or travel expenses and payment.
 - 3. Escarosa "Personnel Activity Reports" for each staff member charging time to the contract.
- D. Reimbursements shall be made to the BCC in a timely manner in accordance with Escarosa's standard accounting procedures.
- E. BCC shall submit its invoices for payment of the funds payable under this contract to Escarosa and shall provide such reports and other information as Escarosa may require to fulfill its duties as Administrative/Fiscal Entity.
- F. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not to be expended be deobligated for use elsewhere.
- G. Funding for the SNAP Program is from U. S. Department of Agriculture, CFDA # 10.551.

Note: All of the above expenses must be for services provided by this contract for SNAP participants.

III. COMPENSATION AND TIME PERIOD

This contract shall become effective on October 1, 2013, regardless of the date of execution by and between Escarosa and BCC, and shall continue to midnight, September 30, 2014.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS

This contract is subject to termination for BCC refusal to comply with Chapter 119, Florida Statutes, the Public Record Law.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties hereto.

VI. EQUAL OPPORTUNITY

As a condition to the award of financial assistance under SNAP from the State of Florida with respect to operation of the SNAP funded program or activity and all agreements or arrangements to carry out the SNAP funded program or activity, BCC will comply fully with the nondiscrimination and equal opportunity provisions of the Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, The Age Discrimination Act of 1975, as amended, The American with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned, or subcontracted by BCC without the prior written consent of Escarosa.

VIII. FUNDING

If the SNAP funds anticipated to be received by Escarosa, under which this contract is funded, are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by BCC to accept additional conditions that may be imposed by Escarosa at any time. BCC understands that substantial alteration to funding and/or program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTACT

The total amount of funds accessible by BCC under this contract is \$50,972 payable only upon receipt of stipulated items in Section II of this contract.

X. TYPE OF CONTRACT

This is a line-item cost reimbursement contract whereby funding provided will be charged to direct program services.

XI. CONTRACT LIABIITIES AND INDEMNIFICATION

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The Parties, agree to be fully responsible for their negligent acts or omissions or tortuous acts which result in claims or suits against the other Party, and the Parties agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver or sovereign immunity as defined in Section 768.28, Florida Statutes, by the County, and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.

XII. INSURANCE

BCC shall provide comprehensive general liability insurance covering BCC and any services or activities to be provided by BCC under this contract.

XIII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

TERMINATION FOR CAUSE

If BCC fails to fulfill in a timely manner its obligations under this contract, or if BCC violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to BCC of termination or deobligation and specifying the effective date of such action.

XIV. PROPERTY/EQUIPMENT CLAUSE

The purchase of property/equipment is not allowed under this contract.

XV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under welfare transition. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XVI. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under welfare transition shall cast a vote on the provision of services by that member or any organization that the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVII. COMPLIANCE WITH STATE/FEDERAL LEGISLATION

BCC assures that it will comply with requirements of SNAP and with regulations and policies promulgated thereunder. BCC further agrees to comply with all subsequent revisions, modifications and amendments to SNAP and the regulations as assigned by Escarosa.

BCC assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting the practice or procedure. Escarosa shall supply clarification to the contractor, as required.

XVIII. ACCOUNTING STANDARDS

BCC shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, do not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XIX. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between BCC and Escarosa as defined by Office of Management and Budget (OMB) Circular A-133, and therefore a Single Audit may be required in accordance with that Circular. If single audit procedures are not applicable due to BCC not exceeding the threshold of \$500,000 in federal funding, BCC must provide Escarosa with a signed statement indicating that the single audit thresholds were not exceeded during the year.

BCC shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditors. Disallowed costs for funds not expended in accordance with SNAP regulations – as determined in the final resolution of the audit – must be repaid by BCC from non-federal funds. SNAP and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures are included as an attachment to this contract. BCC must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with BCC staff original signatures are sent to Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using BCC procedures only. However, grievances that do concern Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XXI. MAINTENANCE OF RECORDS

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Client records shall be returned to Escarosa at the end of the contract for maintenance and storage.

RECORD'S ACCESSIBILITY

Escarosa, Workforce Florida, Inc. (WFI), Department of Economic Opportunity (DEO), Department of Agriculture, and/or United States' duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXII. TRANSFER OF RECORDS

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa. Such records shall be transferred to Escarosa in an acceptable condition for storage.

XXIII. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXIV. DEFINITIONS AND ACRONYMS

DEO	Department of Economic Opportunity
BCC	Escambia County Board of County Commissioners
USDA	United States Department of Agriculture
CONTRACTOR	Escambia County Board of County Commissioners
ESCAROSA	Workforce Escarosa, Inc.
ISS	Individual Service Strategy
WFI	Workforce Florida, Inc.
SNAP	Supplemental Nutrition Assistance Program

XXV. PERFORMANCE STANDARDS

Currently, there are no required performance standards as Florida is a waiver state, and participation by Food Stamp recipients is voluntary and no longer work mandatory.

Should the state or federal government delete, add or change performance standards, any contract awarded will be modified to reflect those new state/federal performance requirements.

XXVI. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Escarosa will require BCC to reimburse Escarosa for those costs.

XXVII. PROGRAM INCOME

Is not applicable under this contract.

XXVIII. NOTICE AND CONTRACT

The name and address of the manager responsible for Escarosa for this contract is:

Susan B. Nelms
Executive Director
Workforce Escarosa, Inc.
9111 Sturdevant Street, Suite A
Pensacola, FL 32514
Phone: (850) 473-0939
FAX: (850) 473-0935

The name and address of the manager responsible for BCC for this contract is:

Marilyn Wesley
Director
Department of Community Affairs
Community Services Division
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-3123
FAX: (850) 595-4431

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXIX. SPONSORSHIP

When sponsoring a program financed wholly or in part by SNAP dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Escambia County Board of County Commissioners and Workforce Escarosa, Inc." If the sponsorship reference is in written material, the words Workforce Escarosa, Inc. shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement **"equal opportunity employer/program"** and that **"Auxiliary aids and services are available upon request to individuals with disabilities."**

XXX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with BCC's procurement guidelines when purchasing necessary items for the administration of this contract.

XXXI. ATTACHMENTS

Attachments listed below, previously signed, are hereby incorporated and made a part of this contract:

- *Budget Summary
- *Anti-Lobbying Statement
- *Civil Rights Act Statement
- *Debarment, Suspension, and Other Responsibility Matters
- *Sworn Statements of Public Entity Crimes
- *American with Disabilities Act Facilities Assurance
- *Drug Free Workplace
- *Grievance Procedure Form

XXXII. ANTI-LOBBYING

No funds made available under SNAP shall be used for any political activity; lobbying of federal, state, or local legislatures; or to raise funds or to promote or oppose unionization. The contractor shall assure that no SNAP funds will be used to assist or deter union organizing.

XXXIII. COPYRIGHT STATEMENT

A. Contracting Agency shall have unlimited rights in:

1. Data first produced in the performance of this contract;
2. Form, fit, and function data delivered under this contract;
3. Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
4. All other data delivered under this contract.

B. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Section 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency requirements.

XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The BCC shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, while engaged in CWEP activities and under contract Workforce Escarosa.

XXXVI. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the contractor.

XXXVII. SECTARIAN ACTIVITIES

BCC agrees that participants funded under SNAP shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship. SNAP funds cannot be expended on the construction, operation, or maintenance of so much

of any facility as is used or to be used for sectarian instruction or as a place of religious worship.

XXXVIII. CORRESPONDENCE/LETTERHEAD CLAUSE

All correspondence issued by the subcontractor to participants in the program must be pre-approved by the Escarosa Executive Director. Correspondence must be on Escarosa Career Center letterhead, which will be supplied by Escarosa to the subcontractor.

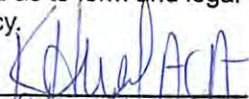
XXXIX. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____


9/26/13

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

By: _____
Gene M. Valentino, Chairman

Date: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

WORKFORCE ESCAROSA, INC.

By: _____
Susan B. Nelms, Executive Director

Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5109

County Administrator's Report 13. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Approval of Workforce Escarosa, Inc., Budget for Fiscal Year 2013-2014

From: Marilyn Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2013-2014 Workforce Escarosa, Inc., Budget - Marilyn Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Workforce Escarosa, Inc., Budget for Fiscal Year 2013-2014, subject to Legal sign-off.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties.

The Regional Workforce Board Accountability Act (RWBAA) has amended the Florida Workforce Innovation Act, which was established in 2000 to implement the mandates of the federal Workforce Investment Act (WIA) of 1998. One of the specifics added was the requirement that the budget of the Regional Workforce Board (RWB), which for our region is Workforce Escarosa, be approved by its representing counties prior to submittal to Workforce Florida.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional County staff are needed as a result of this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Regional Workforce Board Accountability Act (RWBAA) requires that the budget for Workforce Escarosa be approved by the Boards of County Commissioners for Escambia and Santa Rosa counties.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with the Management and Budget Services Department and Workforce Escarosa on the budget approval process.

Attachments

Workforce Escarosa Budget FY 2013-2014

Workforce Escarosa Budget FY 2013-2014 Signature Sheet

WORKFORCE ESCAROSA, INC.
FISCAL YEAR 2013-2014

AVAILABLE FUNDS

	Allocations	Carryovers from	Transfers	Available Funds	DEO Staff Salaries & Benefits	Available Funds
	FY 2013-2014	FY 2012-2013	FY 2012-2013	FY 2013-2014	Held at State	FY 2013-2014
WIA ADULT	1,063,000	672,403	1,025,193	2,760,596		2,760,596
WIA DISLOCATED WORKERS	1,366,924	774,151	(1,025,193)	1,115,882		1,115,882
WIA YOUTH	1,292,624	100,970		1,393,594		1,393,594
FSET	25,000			25,000		25,000
DISABILITY NAVIGATOR		14,105		14,105		14,105
UC SERVICES	75,794			75,794		75,794
WELFARE TRANSITION PROGRAM	1,308,285	122,776		1,431,061		1,431,061
MILITARY FAMILY EMPLOYMENT PROGRAM	81,709			81,709		81,709
TOTAL	5,213,336	1,684,405	0	6,897,741	0	6,897,741
JOINT MANAGED PROGRAMS:						
WAGNER PEYSER	666,669	148,236		814,905	485,247	329,658
EXTENDED UC PROGRAM	91,000			91,000	37,677	53,323
VETERANS PROGRAMS - DVOP	365,809			365,809	195,902	169,907
VETERANS PROGRAMS - LVER	248,990			248,990	121,953	127,037
VETERANS PROGRAMS - TAP	0			0		0
TRADE ADJUSTMENT ASSISTANCE	23,183			23,183	3,183	20,000
TOTAL	1,395,651	148,236	0	1,543,887	843,962	699,925
TOTAL	6,608,987	1,832,641	0	8,441,628	843,962	7,597,666

WORKFORCES ESCAROSA, INC.
FY 2013-2014 BUDGET

	FY 2013-2014							FY 2012-2013	VARIANCE
	ADMIN	UNIVERSAL SERVICES	SHARED STAFF FACILITIES	INDIRECT PROGRAM STAFF	DIRECT COSTS	JOINT MANAGED PROGRAMS	TOTAL BUDGET	EXPENDITURES	
Salaries	291,965	544,938	19,930	305,058	845,691	387	2,007,968	2,012,959	(4,991)
Fringe Benefits	75,784	178,421	6,284	100,303	287,237	122	648,152	636,649	11,503
Retirement	14,312	26,712	977	14,955	41,457	19	98,432	103,117	(4,685)
Temporary Services/OPS	0	89,182	0	0	49,662	0	138,844	218,742	(79,898)
DEO Salaries & Benefits	0	0	0	0	0	0	0	0	0
Advertising	1,500	1,500	0	0	500	0	3,500	2,890	610
Audit/Tax Return	27,000	0	0	0	0	0	27,000	22,000	5,000
Bank Service Charges	3,000	0	0	0	0	0	3,000	2,622	378
ReBranding Costs	0	10,000	10,000	0	0	0	20,000	0	20,000
Cleaning Service	3,300	5,000	5,000	1,200	0	0	14,500	14,832	(332)
Communications	5,186	24,931	23,643	2,212	4,846	649	61,466	57,881	3,585
Consulting Services	2,000	0	0	0	0	0	2,000	2,980	(980)
Copier Costs	4,033	11,000	16,000	1,466	0	0	32,499	17,023	15,476
Equipment	3,727	11,921	7,110	1,832	7,069	1,541	33,200	127,373	(94,173)
Insurance	6,459	1,980	6,255	348	1,016	1	16,059	15,611	448
Legal	5,000	0	0	0	0	0	5,000	223	4,777
Materials & Supplies	5,517	16,519	9,158	4,706	20,296	10,116	66,313	50,678	15,635
Client Printed Materials	0	6,000	0	0	12,000	0	18,000	13,709	4,291
Postage	1,833	10,000	3,200	666	1,000	0	16,699	14,703	1,996
Publications	561	596	356	204	31	2	1,750	353	1,397
Rent	43,101	216,189	262,802	15,673	28,866	98	566,730	596,397	(29,667)
Utilities	11,000	3,850	7,150	4,000	0	0	26,000	23,237	2,763
Rent - Storage	801	4,500	0	292	1,700	0	7,293	0	7,293
Repairs & Maintenance	1,850	2,519	2,158	672	1,546	3	8,749	6,845	1,904
Repairs & Maintenance - Flood	0	0	0	0	0	0	0	13,503	(13,503)
Maintenance Contracts	3,772	17,805	8,032	98	4,443	49	34,200	32,874	1,326
Security Guards	0	52,700	0	0	0	0	52,700	52,350	350
Staff Training	2,045	2,384	422	1,166	4,174	1,108	11,300	1,255	10,045
Travel	18,114	8,461	1,055	10,441	18,478	6,331	62,878	61,694	1,184
Sponsorships	0	2,000	0	0	0	0	2,000	8,000	(6,000)
Outreach	0	3,000	0	0	0	2,600	5,600	2,147	3,453
Memberships	4,000	5,000	0	0	0	0	9,000	5,922	3,078
Work Verification/ETS					8,000		8,000		8,000
Total	535,861	1,257,109	389,532	465,292	1,338,012	23,027	4,008,832	4,118,569	(109,737)
Service Contract					1,243,902	0	1,243,902	1,589,015	(345,113)
Tuition & Books					1,890,628	20,000	1,910,628	1,762,123	148,505
Support Services					318,326	1,000	319,326	283,060	36,266
ITA Incentives					2,000	0	2,000	50	1,950
On-the-Job Training					35,000		35,000	29,815	5,185
Total	0	0	0	0	3,489,856	21,000	3,510,856	3,664,062	(153,206)
Total Budget	535,861	1,257,109	389,532	465,292	4,827,868	44,027	7,519,688	7,782,631	(262,943)
Total Individual Program Budgets							7,597,666		
Variance - See Note							77,978		

Note:

Administrative costs are allocated based on direct costs. Therefore, the individual program's portion of the administrative costs can vary significantly depending on amounts spent on direct client support. Because these amounts are difficult to project, the administrative costs in the individual program budget is based on 8% of total budget. This allows an administrative budget large enough to cover the entire amount of the direct client support dollars being spent. The administrative budget presented above is for the actual budget by line item.

WORKFORCE ESCAROSA, INC.

BUDGET

FY 2013-2014

NOTES:

ADMINISTRATIVE COSTS:

Includes administrative and accounting cost pools.

UNIVERSAL SERVICES:

Includes resource rooms, universal services orientation rooms, and reception area, including IT costs and staff to deliver universal services and reception area.

SHARED STAFF FACILITIES:

Facility costs, including IT, for direct charge staff.

INDIRECT STAFF COSTS:

Includes costs of monitoring, MIS reporting, indirect program staff - allocated through cost pools.

DIRECT COSTS:

Costs charged directly to programs.

JOINT MANAGED PROGRAMS:

Wagner Peyser, the Veterans Programs, Trade Adjustment Assistance Program and the Extended Unemployment Compensation Program are considered joint managed programs with DEO. The services under these programs must be delivered by state merit staff but Escasrosa is responsible for budgeting the funds. The funds budgeted for DEO staff (in the career centers) is retained at the state to pay salaries and benefits. All other costs for the DEO staff is paid by Escarososa.

Jay Overman
Chairperson
Susan Nelms
Executive Director

workforceescarosa



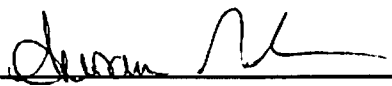
Connecting businesses and resources.

The Workforce Escarosa Budget for Fiscal Year 2013-2014 (July 1, 2013 – June 30, 2014) has been reviewed and approved as attested by placement of our signatures and authorization below.

Workforce Escarosa, Inc.


Board Chair: Jay Overman

Workforce Escarosa, Inc.


Executive Director: Susan Nelms

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: Donald C. Spencer

By: _____
Clerk

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

By: _____
Robert A. "Bob" Cole, Chairman

Regional Workforce Board
9111 Sturdevant Street
Pensacola, FL 32514
Phone: (850) 473-0939
Fax: (850) 473-0935

Pensacola Center
3670-A North "L" Street
Pensacola, FL 32505-5217
Phone: (850) 607-8700
Fax: (850) 607-8849

Milton Center
5725 Highway 90
Milton, FL 32583
Phone: (850) 983-5325
Fax: (850) 983-5330

Century Center
8120 N. Century Blvd.
Century, FL 32535
Phone: (850) 256-6259
Fax: (850) 256-6266

www.workforceescarosa.com



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5135

County Administrator's Report 13. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1311 Poppy Avenue

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1311 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1311 Poppy Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Emily Sahlin, the owner of residential property located at 1311 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$897, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Emily Sahlin. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(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

Res Rehab 1311 Poppy Avenue

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

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Emily Sahlin, (the "Recipient"), owner of residential property located at 1311 Poppy Avenue, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$897, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$897, which shall be comprised of a cash contribution of \$897.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17th day of October 2013, and the Project shall be complete on or before the 17th day of January 2014, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

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

Recipient(s):

Emily Sahlin
1311 Poppy Avenue
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency,

By/Title:

Date:

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

By:

Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Emily Sahlin, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2013 by Emily Sahlin, Property Owner. She (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour

Signature of Notary Public

Carolyn M. Barbour

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Emily Sahlin

Property Address: 1311 Poppy Avenue, Pensacola, Florida, 32507

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

Sanitation Sewer Connection.

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

Lien Agreement

Applicant Name(s)
Emily Sahlin

Address of Property
1311 Poppy Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5000-006-003

Total Amount of Lien

\$897

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

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

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

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

For Recipient:

Emily Sahlin
Emily Sahlin, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2013 by Emily Sahlin, Property Owner. She (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



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

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

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

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

Approved as to form and legal sufficiency.

By/Title: Kellie A. ACH
Date: 8/29/13



Sanitation Sewer Connection

1311 Poppy Ave— Emily Sahlin



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5136

County Administrator's Report 13. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 126 Rue Max Street

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 126 Rue Max Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 126 Rue Max Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Patrick D. Pinney, the owner of residential property located at 126 Rue Max Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,187, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

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

On August 20, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Patrick D. Pinney. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Res Rehab 126 Rue Max

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

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Patrick D. Pinney, (the "Recipient"), owner of residential property located at 126 Rue Max Street, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,187**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,187**, which shall be comprised of a cash contribution of **\$1,187**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **October 2013**, and the Project shall be complete on or before the **17th** day of **January 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

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

Recipient(s):

Patrick D. Pinney
126 Rue Max Street
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: K. M. ACH

Date: 8/29/13

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

By: _____

Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: _____

Patrick D. Pinney, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2013 by Patrick D. Pinney, Property Owner. He () is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

Carolyn M. Barbour

Signature of Notary Public

Carolyn M. Barbour

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Patrick D. Pinney**

Property Address: **126 Rue Max Street, Pensacola, Florida, 32507**

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

Sanitation Sewer Connection.

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

Lien Agreement

Applicant Name(s)
Patrick D. Pinney

Address of Property
126 Rue Max Street
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-021-029

Total Amount of Lien

\$1,187


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

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

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

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


For Recipient:


Patrick D. Pinney, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2013 by Patrick D. Pinney, Property Owner. He (☐) is personally known to me or (☒) has produced Florida Driver License as identification.




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

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

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

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

Approved as to form and legal sufficiency.

By/Title: Kiki O. ACH
Date: 8/29/13



Sanitation Sewer Connection

126 Rue Max Street – Patrick Pinney



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5145

County Administrator's Report 13. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 216 Milton Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 216 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 216 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Sean Christiansen, the owner of residential property located at 216 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,042, representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, 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:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Sean Christiansen. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Res Rehab 216 Milton Road

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

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Sean Christiansen, (the "Recipient"), owner of residential property located at 216 Milton Rd, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,042**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,042**, which shall be comprised of a cash contribution of **\$1,042**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **October 2013**, and the Project shall be complete on or before the **17th** day of **January 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Sean Christiansen
216 Milton Rd.
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 9/23/13

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

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Sean Christiansen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of September, 2013 by Sean Christiansen, Property Owner. He () is personally known to me or (☒) has produced FLIC 623...80...0 as identification.

(Notary Seal) 

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

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Sean Christiansen

Property Address: 216 Milton Rd., Pensacola, Florida, 32507

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

Sanitation Sewer Connection.

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

Lien Agreement

Applicant Name(s)
Sean Christiansen

Address of Property
216 Milton Rd.
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-025-031

Total Amount of Lien

\$1,042

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

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

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

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

For Recipient:

Sean Christiansen
Sean Christiansen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of September, 2013 by Sean Christiansen, Property Owner. He (☐) is personally known to me or (☒) has produced FL license as identification.

(Notary Seal) 

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

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

By: _____
Gene M. Valentino, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

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

Approved as to form and legal sufficiency.

By/Title: Edythe A. A. A.
Date: 9/23/13



Sanitation Sewer Connection
216 Milton Road– Sean Christiansen



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5144

County Administrator's Report 13. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 207 Henry Street

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 207 Henry Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 207 Henry Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Deborah Brock, the owner of residential property located at 207 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$882, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Deborah Brock. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Res Rehab 207 Henry St

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

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Deborah Brock, (the "Recipient"), owner of residential property located at 207 Henry Street, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$882, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$882, which shall be comprised of a cash contribution of \$882.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17th day of October 2013, and the Project shall be complete on or before the 17th day of January 2014, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Deborah Brock
207 Henry Street
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 9/13/13

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

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Deborah Brock, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of September, 2013 by Deborah Brock, Property Owner. She () is personally known to me or (X) has produced Florida Driver License as identification.



(Notary Seal)

[Signature]
Signature of Notary Public

Carolyn M. Barbour
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Deborah Brock**
Property Address: **207 Henry Street, Pensacola, Florida, 32507**

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

Sanitation Sewer Connection.

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

Lien Agreement

Applicant Name(s)
Deborah Brock

Address of Property
207 Henry Street
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-008-032

Total Amount of Lien

\$882

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

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

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

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

For Recipient:

Deborah Brock
Deborah Brock, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of September, 2013 by Deborah Brock, Property Owner. She (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



Sam Bah
Signature of Notary Public
Carolyn M. Barbour
Printed Name of Notary Public

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

By: _____
Gene M. Valentino, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

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

Approved as to form and legal sufficiency.

By/Title: Edna ACH
Date: 10/7/13



Sanitation Sewer Connection
207 Henry Street– Deborah Brock



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5143

County Administrator's Report 13. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 201 Donald Drive

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 201 Donald Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 201 Donald Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kara Love, the owner of residential property located at 201 Donald Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,262 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to connect 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:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Kara Love. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(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

Residential Rehab Grant 201 Donald Drive

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

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Kara Love, (the "Recipient"), owner of residential property located at 201 Donald Drive, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,262**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,262**, which shall be comprised of a cash contribution of **\$1,262**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **October 2013**, and the Project shall be complete on or before the **17th** day of **January 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Kara Love
201 Donald Drive
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: K. H. [Signature]
Date: 9/20/13

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

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Kara Love, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of September, 2013 by Kara Love, Property Owner. She () is personally known to me or (☒) has produced FL DL 100 ... 6690 as identification.



(Notary Seal)

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

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Kara Love

Property Address: 201 Donald Drive, Pensacola, Florida, 32507

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

Sanitation Sewer Connection.

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

Lien Agreement

Applicant Name(s)
Kara Love

Address of Property
201 Donald Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-004-033

Total Amount of Lien

\$1,262

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

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

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

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

For Recipient:

Kara Love
Kara Love, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of September, 2013 by Kara Love, Property Owner. She (☐) is personally known to me or (☒) has produced FLDL 100 ... 6690 as identification.



(Notary Seal)

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

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

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

By: _____
Gene M. Valentino, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

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

Approved as to form and legal sufficiency.

By/Title: Legal Asst
Date: 9/20/13



Sanitation Sewer Connection
201 Donald Drive – Kara Love



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5141

County Administrator's Report 13. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 1611 North Pace Boulevard

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 1611 North Pace Boulevard - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, 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 Program Funding and Lien Agreements for the property located at 1611 North Pace Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and L & L Fresh Seafood, Inc., the owner of commercial property located at 1611 North Pace Boulevard, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for building an asphalt parking lot; and

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

BACKGROUND:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and L & L Seafood. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Brownsville TIF, Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Commercial Grant 1611 North Pace

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and L & L Fresh Seafood Inc., (the "Recipient"), owner of commercial property located at 1611 North Pace Boulevard, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of \$10,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$10,000, which shall be comprised of a cash contribution of \$10,000.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17th day of October 2013, and the Project shall be complete on or before the 17th day of January 2014, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

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

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

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

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

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

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

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

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

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

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

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

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

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

County:

Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

L & L Fresh Seafood Inc.
c/o Linh Le
1611 North Pace Boulevard
Pensacola, FL 32505

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: Kathleen Hest

Date: 9/17/13

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

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient: **L & L Fresh Seafood Inc.**

Linh Le
Linh Le, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September 2013
by Linh Le, Property Owner. He/She () is personally known to me or (X) Has produced Florida Driver License
as identification.

(Notary Seal)



Carolyn M. Barbour
Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **L & L Fresh Seafood Inc.**
Property Address: **1611 North Pace Boulevard, Pensacola, FL 32505**

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

Build an asphalt parking lot.

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>L & L Fresh Seafood Inc.</u>	<u>1611 North Pace Boulevard</u> <u>Pensacola, Florida 32505</u>	<u>30-2S-30-1002-002-001</u>

Total Amount of Lien	<u>\$10,000</u>
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I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

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

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

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

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

For Recipient: L & L Fresh Seafood Inc.

Linh Le
Linh Le, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2013 by Linh Le, Property Owner. He/She () is personally known to me or (X) has produced Florida Driver License as identification.

(Notary Seal)



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

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

By: _____
Gene M. Valentino, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

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

Approved as to form and legal
sufficiency.

By/Title: Kellie L. ACA
Date: 9/16/13



**Asphalt Parking Lot
L & L Fresh Seafood Inc. – 1611 N. Pace Blvd**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5140

County Administrator's Report 13. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 104 Marine Drive

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 104 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 104 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Thanh-Ha T. Tran, the owner of residential property located at 104 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$974 representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, 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:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Thanh-Ha Tran. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Res Rehab 104 Marine Drive

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

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Thanh-Ha T. Tran, (the "Recipient"), owner of residential property located at 104 Marine Drive, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$974, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$974, which shall be comprised of a cash contribution of \$974.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17th day of October 2013, and the Project shall be complete on or before the 17th day of January 2014, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

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

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

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

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

County:

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

Recipient(s):

Thanh-Ha T. Tran
104 Marine Drive
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: Kelly D. Wilkinson
Date: 9/17/13

For: Board of County Commissioners of
Escambia County

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

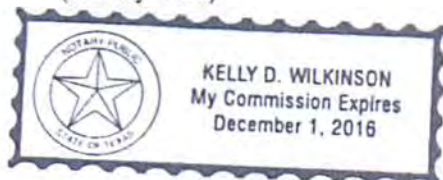
For Recipient:

Thanh-Ha T. Tran
Thanh-Ha T. Tran, Property Owner

Texas KV
STATE OF ~~FLORIDA~~
COUNTY OF ~~ESCAMBIA~~ Wichita KV

The foregoing instrument was acknowledged before me this 19th day of
September, 2013 by Thanh-Ha T. Tran, Property Owner. She (☐) is personally
known to me or (☒) has produced TX DL as identification.

(Notary Seal)



Kelly D. Wilkinson
Signature of Notary Public
Kelly D. Wilkinson
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Thanh-Ha T. Tran

Property Address: 104 Marine Drive, Pensacola, Florida, 32507

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

Sanitation Sewer Connection.

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

Lien Agreement

Applicant Name(s)
Thanh-Ha T. Tran

Address of Property
104 Marine Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-5010-042-019

Total Amount of Lien

\$974

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

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

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

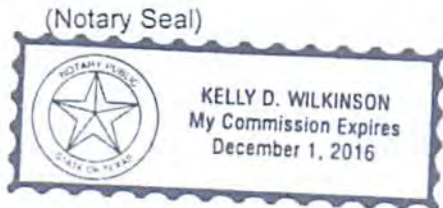
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Thanh-Ha T. Tran
Thanh-Ha T. Tran, Property Owner

Texas
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2013 by Thanh-Ha T. Tran, Property Owner. She (☐) is personally known to me or (☒) has produced TX DL as identification.



Kelly D. Wilkinson
Signature of Notary Public
Kelly D. Wilkinson
Printed Name of Notary Public

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

By: Gene M. Valentino, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

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

Approved as to form and legal sufficiency.

By/Title: Kelly D. Wilkinson, ACA
Date: 9/17/13



Sanitation Sewer Connection

104 Marine Drive– Thanh Ha T. Tran



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5142

County Administrator's Report 13. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1611 North Pace Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and L & L Fresh Seafood, Inc., the owner of commercial property located at 1611 North Pace Boulevard, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$2,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for replacing an existing commercial sign; and

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

BACKGROUND:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and L & L Fresh Seafood. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Brownsville TIF, Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2010 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Sign Grant 1611 North Pace

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and L & L Fresh Seafood Inc., (the "Recipient"), owner of commercial property located at 1611 North Pace Boulevard, Pensacola, Florida, 32505.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Sign Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$2,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,000**, which shall be comprised of a cash contribution of **\$2,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **October 2013**, and the Project shall be complete on or before the **17th** day of **January 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

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

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

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

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

County:

Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

L & L Fresh Seafood Inc.
c/o Linh Le
1611 North Pace Boulevard
Pensacola, FL 32505

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: Kathleen DACA

Date: 9/16/13

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

By: _____

Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient: **L & L Fresh Seafood Inc.**

Linh Le
Linh Le, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of September 2013 by Linh Le, Property Owner. He/She () is personally known to me or (X) has produced Florida Drivers License as identification.



Carolyn M. Barbour
Signature of Notary Public

Carolyn M. Barbour
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner: **L & L Fresh Seafood Inc.**
Property Address: **1611 North Pace Boulevard, Pensacola, FL 32505**

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

Build a commercial sign.



AN ORIGINAL CONCEPT AND DESIGN BY



Built-Rite
SIGNS

Project:

Location

Approved By:

Date:

This design is the exclusive property of Built Rite Signs, Inc. It may not be used, reproduced, copied, displayed or exhibited in any fashion whatsoever without the written permission of Built Rite Signs, Inc. Legal action for actual and punitive damages will be enforced for violations. By receiving this design, it is understood you acknowledge and agree to the aforementioned terms and restrictions.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5137

County Administrator's Report 13. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1306 Wisteria Avenue

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1306 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1306 Wisteria Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Jose C. Reyes, the owner of residential property located at 1306 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,275, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Jose C. Reyes. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Res Rehab 1306 Wisteria Avenue

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

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Jose C. Reyes, (the "Recipient"), owner of residential property located at 1306 Wisteria Avenue, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,275, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,275, which shall be comprised of a cash contribution of \$1,275.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17th day of October 2013, and the Project shall be complete on or before the 17th day of January 2014, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

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

Recipient(s):

Jose C. Reyes
1306 Wisteria Avenue
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: Kelua ACH

Date: 8/29/13

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

By: _____

Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

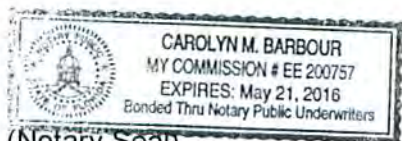
(SEAL)

For Recipient:

Jose C. Reyes
Jose C. Reyes, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of September, 2013 by Jose C. Reyes, Property Owner. He (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

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

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Jose C. Reyes

Property Address: 1306 Wisteria Avenue, Pensacola, Florida, 32507

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

Sanitation Sewer Connection.

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

Lien Agreement

Applicant Name(s)
Jose C. Reyes

Address of Property
1306 Wisteria Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5000-021-003

Total Amount of Lien

\$1,275

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

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

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

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

For Recipient:

Jose C. Reyes
Jose C. Reyes, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of September, 2013 by Jose C. Reyes, Property Owner. He (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



G. M. Barbour
Signature of Notary Public
Carolyn M. Barbour
Printed Name of Notary Public

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

By: _____
Gene M. Valentino, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

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

Approved as to form and legal sufficiency.

By/Title: K. H. Val ACA
Date: 8/29/13



Sanitation Sewer Connection
1306 Wisteria Ave– Jose C. Reyes



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5139

County Administrator's Report 13. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 119 Milton Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 119 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 119 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Terrence K. Denny, the owner of residential property located at 119 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,962, representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, 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:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Terrence K. Denny. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Res Rehab 119 Milton Road

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

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Terrence K. Denny, (the "Recipient"), owner of residential property located at 119 Milton Road, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,962**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,962**, which shall be comprised of a cash contribution of **\$1,962**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **October 2013**, and the Project shall be complete on or before the **17th** day of **January 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

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

Recipient(s):

Terrence K. Denny
119 Milton Road
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: Kelly A. Childers
Date: 9/11/13

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

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Terrence K. Denny
Terrence K. Denny, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of September, 2013 by Terrence K. Denny, Property Owner. He (☐) is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

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

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Terrence K. Denny**
Property Address: **119 Milton Road, Pensacola, Florida, 32507**

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

Sanitation Sewer Connection.

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

Lien Agreement

Applicant Name(s)
Terrence K. Denny

Address of Property
119 Milton Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-5010-024-019

Total Amount of Lien

\$1,962

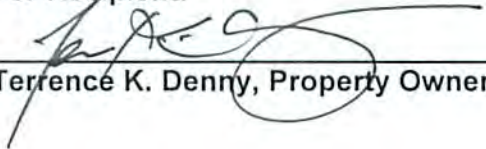
I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease,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

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

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

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

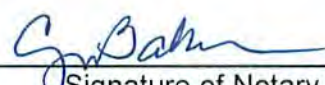
For Recipient:


Terrence K. Denny, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of September, 2013 by Terrence K. Denny, Property Owner. He (☐) is personally known to me or (☒) has produced Florida Driver License as identification.




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

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

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

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

Approved as to form and legal sufficiency.

By/Title: Kathleen A. A. A.
Date: 9/11/13



Sanitation Sewer Connection
119 Milton Road– Terrence Denny



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5138

County Administrator's Report 13. 28.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 22 Ruberia Avenue

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 22 Ruberia Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following October 17, 2013, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 22 Ruberia Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edward A. Scheper, III, the owner of residential property located at 22 Ruberia Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,842, representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, 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:

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

On October 17, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Edward A. Scheper III. A rendering of the project is attached.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Res Rehab 22 Ruberia Avenue

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

THIS FUNDING AGREEMENT is made and entered into this 17th day of October 2013, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Edward A. Scheper III, (the "Recipient"), owner of residential property located at 22 Ruberia Avenue, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,842 which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$1,842, which shall be comprised of a cash contribution of \$1,842.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17th day of October 2013, and the Project shall be complete on or before the 17th day of January 2014, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

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

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

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

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

County:

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

Recipient(s):

Edward A. Scheper III
22 Ruberia Avenue
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

Approved as to form and legal
sufficiency.

By/Title: Kathleen ACF
Date: 9/4/13

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

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

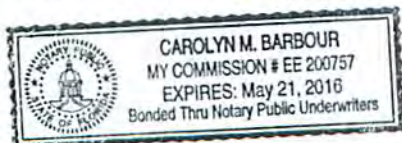
(SEAL)

For Recipient:

Edward A. Scheper III
Edward A. Scheper III, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of September, 2013 by Edward A. Scheper III, Property Owner. He () is personally known to me or (☒) has produced Florida Driver License as identification.



(Notary Seal)

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

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Edward A. Scheper III
Property Address: 22 Ruberia Avenue, Pensacola, Florida, 32507

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

Sanitation Sewer Connection.

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

Lien Agreement

**Applicant Name(s)
Edward A. Scheper III**

**Address of Property
22 Ruberia Avenue
Pensacola, FL 32507**

**Property Reference No.
59-2S-30-1000-071-012**

Total Amount of Lien

\$1,842

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

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

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

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

For Recipient:

Edward A. Scheper III
Edward A. Scheper III, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of September, 2013 by Edward A. Scheper III, Property Owner. He () is personally known to me or (/) has produced Florida Driver License as identification.



(Notary Seal)

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

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

By: _____
Gene M. Valentino, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

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

Approved as to form and legal sufficiency.

By/Title: Zakkiyah Osuigwe
Date: 9/4/13



Sanitary Sewer Connection
22 Ruberia Avenue – Edward A. Scheper



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5053

County Administrator's Report 13. 29.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Approval of Fiscal Year 2013-2014 Mosquito Control Division Annual Contractual Services Agreement #020264

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2013-2014 Contractual Services Agreement for the Mosquito Control Division - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the Fiscal Year 2013-2014 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #020264, for Mosquito Control:

A. Approve the annual Contractual Services Agreement, with an effective date of October 1, 2013, through September 30, 2014, in the amount of \$29,456; and

B. Authorize the Chairman to sign the annual Contractual Services Agreement.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds]

BACKGROUND:

Florida Statutes, Chapter 388, and Florida Administrative Code, Chapter 5E-13, authorized the Florida Department of Agriculture and Consumer Services to regulate and administer mosquito control throughout the State of Florida. Compliance with the annual Contractual Services Agreement provides for State Grant Funding to be distributed to the Escambia County Mosquito Control Division.

BUDGETARY IMPACT:

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contractual Services Agreement was reviewed by Kristin Hual, Assistant County Attorney, and was found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required when entering into Contract Agreements. This recommendation is consistent with the Board's goals and objectives for capitalizing on alternative revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

The Mosquito Control Division management will ensure that Escambia County complies with the annual Contractual Services Agreement and performs all activities required.

Attachments

Mosquito Control 2013-2014 Annual Contractual Services Agreement #020264



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FDACS CONTRACT #

CONTRACTUAL SERVICES AGREEMENT

020264

This AGREEMENT, made and entered into this 17 day of October 2013 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department and the Escambia County Mosquito Control District, the CONTRACTOR.

CONTRACT PERIOD: October 1, 2013 through September 30, 2014.

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The CONTRACTOR agrees to comply with the following requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code.

An operational work plan on FDACS Form 13666 entitled "Operational Work Plan for Mosquito Control", and a detailed work plan on FDACS Form 13623 entitled "Detailed Work Plan Budget – Arthropod Control" providing for the control of mosquitoes are to be filed with the Department not later than July 15, 2013.

Following approval of the work plan and detailed work plan budget by the Department, two notarized (certified) copies of the CONTRACTOR's certified budget on FDACS Form 13617, entitled "Annual Certified Budget for Arthropod Control" shall be submitted to the Department not later than September 30, 2013. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on FDACS Form 13613 entitled "Arthropod Control Budget Amendment" must be submitted to the Department. The certified budget shall show all estimated cash carry-over amounts as a beginning cash balance. When the estimated cash carry-over amount in any fund is less than the actual cash carry-over amounts, a budget amendment shall be submitted to budget the additional amount of funds; however, only local fund carry-over re-budgeted by October 30, 2013 will be matched. NO EXCEPTIONS WILL BE MADE.

Budget amendments on FDACS Form 13613, entitled "Arthropod Control Budget Amendment," shall be prepared and submitted to the Department prior to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. Department approval of the amendment(s) must be received before such expenditures are made.

Not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st), the CONTRACTOR shall submit a monthly financial report to the Department on FDACS Form 13663, entitled "Mosquito Control Monthly Report" for Local Funds and FDACS Form 13650 entitled "Mosquito Control Monthly Report" for State Funds. CONTRACTOR shall submit two (2) copies of its September financial report to the Department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by the program director or person responsible for administration of the program and funds. Any county or district withdrawing from participation in state matching funds under Chapter 388, Florida Statutes, shall continue to submit financial reports as required by Rule 5E-13.027(3), Florida Administrative Code, until funds received under this program are exhausted.

CONTRACTOR shall complete and submit FDACS Form 13652 entitled "Mosquito Control Monthly Activity Report" for pesticide activity to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st). If there is no activity in any given month, CONTRACTOR shall continue to submit monthly reports of accomplishments on the prescribed form to the Department not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st) stating "NO ACTIVITY".

State funds received by CONTRACTOR shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, Florida Statutes.

All purchases of supplies, materials and equipment by CONTRACTOR shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to CONTRACTOR here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and CONTRACTOR. The plan and budget may be amended at any time upon prior approval of the Department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the Department.

State funds shall be payable quarterly, in accordance with the rules of the Department, upon requisition by the Department to the Chief Financial Officer. The Department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of CONTRACTOR's fiscal year, and re-budgeted for such control measures the following fiscal year. No State funds may be placed in a reserve account.

All equipment purchased pursuant to Chapter 388, Florida Statutes, with state funds made available directly to CONTRACTOR shall become the property of the CONTRACTOR unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by CONTRACTOR shall be maintained in accordance with Section 274.02, Florida Statutes, and recorded on FDACS Form 13666 entitled "Operational Work Plan For Mosquito Control".

Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by CONTRACTOR shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, Florida Statutes.

The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, Florida Statutes, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by CONTRACTOR shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.


If CONTRACTOR is carrying out programs for the control of mosquitoes involving the expenditure of state funds, then it shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same as provided herein.

State funds, supplies, and services shall be made available to CONTRACTOR by and through the Department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the Department shall make an adjustment in amounts of money payable to CONTRACTOR in the last three (3) quarters of the current fiscal year. CONTRACTOR shall be notified of the amount payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying CONTRACTOR and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, Florida Statutes shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General.

Execution of this contract shall serve as CONTRACTOR's acknowledgment that it is subject to Section 215.97, Florida Statutes, and regardless of the amount of the state financial assistance received, the provisions of Section 215.97, Florida Statutes, do not exempt CONTRACTOR, as a non-state entity, from compliance with provisions of law relating to maintaining records concerning state financial assistance to CONTRACTOR or from allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.


Please Initial

This Agreement shall be executed and returned to the Department not later than October 1, 2013.

Failure to comply with Chapter 388, Florida Statutes, Chapter 5E-13, Florida Administrative Code and this Agreement may result in loss or termination of funds and/or state approval certification.

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.

With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

- B. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- C. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

The six digit Department of Management Services' class/group code commodity catalog control number is: 916-330.

The Department will pay the CONTRACTOR in arrears as follows:

An amount not to exceed \$30,000 payable in equal quarterly installments upon receipt of required reports submitted to the Department within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the Department in detail sufficient for a proper pre audit and post audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Transaction Fee: Contractors shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party by giving not less than 30 days prior written notice of the cancellation.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

The CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.

- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through I are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through the DEPARTMENT by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- (a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building - 407 South Calhoun Street
Tallahassee, Florida 32399-0800
- (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.

E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the DEPARTMENT at the following address:

The Department of Agriculture and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.

- G. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.
- I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:

- a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
- b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with Section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the Department is Stacey D. Reese and is located at **Bureau of Entomology and Pest Control, Mosquito Control Program, 3125 Conner Boulevard, MS-C-41, Tallahassee, Florida 32399-1650.**

Escambia County for
Escambia County Mosquito

The Contract Manager for the Contractor is Control District and is located at _____

611 Hwy 297A, Cantonment, FL 32533

Signed by parties to this agreement:

**DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES, State of Florida**

Board of County Commissioners
Escambia County, Florida
acting for and on behalf of the
CONTRACTOR:
Escambia County Mosquito Control District



Signature

Director Administration

Title

8-28-13

Date

Signature Gene M. Valentino

Chairman
Title

Date

**ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT**

**BY: _____
DEPUTY CLERK**

This document approved as to form
and legal sufficiency.

By: *[Signature]*

Title: *ACA*

Date: *9/26/13*

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) –
\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

Awarding Agency: Florida Department of Agriculture and Consumer Services

Title: MOSQUITO CONTROL (Arthropod Control/Mosquito Control State Aid)

Project Amount: not to exceed \$30,000

CSFA#: 42003

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5094

County Administrator's Report 13. 30.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Change Order to Purchase Order #110836 Fabre Engineering - Lexington Terrace Stormwater Retrofit Project

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Fabre Engineering & Surveying, Inc. for the Lexington Terrace Stormwater Retrofit Project - Keith Wilkins, Community & Environment Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order #3, for construction administration and construction monitoring services related to construction of the Lexington Terrace Stormwater Retrofit Project:

Department:	Community & Environment
Division:	NEFI
Type:	Addition
Amount:	\$3,709
Vendor:	Fabre Engineering & Surveying, Inc.
Project Name:	Lexington Terrace Stormwater Retrofit Project
Contract:	PD 11-12.057
PO #:	110836
CO #:	3
Cost Center for CO:	220410 (Fund 129/CDBG)
Original Award Amount:	\$49,394
Cumulative Amount of Change Orders through CO #3:	\$4,259
New Contract Total:	\$53,653

[Funding Source: Fund 129, CDBG, Cost Centers: 220410, 220555 & 221403]

BACKGROUND:

In accordance with PD 11-12.057, Fabre Engineering & Surveying, Inc. was selected to perform engineering, surveying and related services for the Lexington Terrace Stormwater Retrofit Project targeting construction of improvements within Lexington Terrace Park so as to reduce the quantity of untreated stormwater flowing into Bayou Chico. A purchase order in the amount of \$49,394.00 was issued to the firm in 2012 to provide engineering services for the project. Two change orders were subsequently approved, as follows: C/O #1 was a no cost change order for time only and C/O #2 in the amount of \$550 was for additional wetlands determination and delineation work as required by FDEP, resulting in a new total of \$49,944.00. Board approval of C/O #3 in the amount of \$3,709.00 is required since the new aggregate total of \$53,653 would exceed the \$50,000 approval authority afforded the Interim County Administrator under the County Purchasing Ordinance.

BUDGETARY IMPACT:

Funds for this project are available from Fund 129, Community Development Block Grant, Cost Centers 220410, 220555 and 221403. The \$3,709.00 for CO #3 will be funded through Cost Center 220410.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, provides for Board approval of contracts in the amount of fifty thousand dollars (\$50,000) or greater.

IMPLEMENTATION/COORDINATION:

Water Quality and Land Management, Engineering and NEFI staff jointly manage various aspects of the Lexington Terrace Stormwater Retrofit Project and will continue to do so through final completion.

Attachments

Exhibit I



2013
February 19, ~~2012~~
100116

VIA HAND DELIVERY

Mr. Brent Wipf
Environmental Programs Manager
Water Quality and Land Management Division
Community & Environmental Bureau
Escambia County
3363 West Park Place
Pensacola, FL 32505

RE: Lexington Terrace Stormwater Retrofit Project
Construction Administration & Monitoring Proposal

Will be CO #3

Dear Brent:

In accordance with our conversations, we propose to provide Contract Administration and Contract Monitoring on an as requested basis for a not to exceed fee of \$3,709.00. Our proposed fee breakout is attached. We will only provide services as requested when requested and will bill at our approved Escambia County hourly rates. As this is a fairly straight forward construction project, we believe this amount is more than sufficient to cover any possibilities.

If you have any questions, or if you require any additional information, please do not hesitate to call.

Sincerely,

FABRE ENGINEERING & SURVEYING

William V. Phillips, II, P.E.
President / Senior Project Manager

WVP/mac

Attachment

LEXINGTON TERRACE STORMWATER RETROFIT CA/CM
For Escambia County
February 15, 2013

DESCRIPTION	PRIN \$144	P.M. \$131	P.E. \$87	D.E. \$67	P.S.M. \$95	Sur. Crew \$125	CADD \$60	INSP \$52	CLERICAL \$40	SUB- CONSULTANTS	BASIC FEE
TASK 1 - CONSTRUCTION ADMINISTRATION / CONSTRUCTION MONITORING											
PreConstruction Conferemce		1							1		\$171
Periodic Inspection (as requested)		12							2		\$1,652
Pay Request Review		4							1		\$564
Submittal Review		1							1		\$171
Final Inspection / Punch List		2							2		\$342
Certifications		1		1					1		\$238
As-built Preparation (Contractor supplied markups)		1					6		2		\$571
TASK 1 =											\$3,709
Total Basic Consultant Fees											\$3,709.00
Total Basic Subconsultant Fees											\$0.00
Total Basic Fees											\$3,709.00
GRAND TOTAL =											\$3,709.00



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5067

County Administrator's Report 13. 31.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: 2012 Community Development Block Grant Program Fire Protection Improvements Project

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2012 Community Development Block Grant Program Fire Protection Improvements Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the 2012 Community Development Block Grant (CDBG) Fire Protection Improvements Project:

A. Approve the Interlocal Agreement with the Emerald Coast Utilities Authority (ECUA), in the amount of \$120,000, providing for the completion of the Fire Protection Improvements Project (2012), including installation of fire hydrants and associated water main upgrades, primarily within Census Tracts 28.03 and 29; and

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

[Funding: Fund 129/2012 CDBG, Cost Center 220404]

BACKGROUND:

Annually, during the CDBG Program planning cycle, the Board approves allocation of a portion of CDBG Program funding to support the enhancement of fire protection within lower income, under-developed areas of the County. The targeted area for the 2012 grant encompasses lower income neighborhoods which are served by ECUA. As denoted in Exhibit I, the 2012 CDBG Program project activities, as included in the Housing and Community Development Annual Plan, were approved by the Board on August 9, 2012, including an allocation of \$120,000 for Fire Protection Improvements in eligible portions of various CDBG eligible Census Tracts (2012 Project primarily involves work in eligible portions of various CDBG eligible Census Tracts 28.03, and 29), though other work may be added to the Agreement by mutual consent. CDBG funds provide for equipment, materials and installation associated with construction of improvements, while ECUA provides engineering, design and construction management inspection services. The project supports plans and activities of the County with respect to enhanced fire protection.

The basic project entails planned installation of approximately 5 fire hydrants and installing or upgrading existing water supply mains generally in areas denoted as follows (detailed location maps are included in the Agreement):

- o Along a portion of North 49th Avenue, between State Street and Martha Avenue Streets (to include water main upgrades and one fire hydrant)
- o Along a portion of Elsa Avenue between 49th Avenue and 50th Avenue (to include water main upgrades and one fire hydrant)
- o Along a portion of Southeast Edgewood Circle generally between West Jackson Street and the terminus of Southeast Edgewood Circle (to include water main upgrades and three fire hydrants)

BUDGETARY IMPACT:

Funds for this project are budgeted in Fund 129/2012 CBDG, Cost Center 220404.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement with ECUA included in Exhibit II has been reviewed and approved by Kristin Hual, Assistant County Attorney. ECUA's attorney has also reviewed and approved the Agreement.

PERSONNEL:

The project will be accomplished by contract with ECUA. ECUA will provide all project level engineering and technical coordination, while Neighborhood Enterprise Foundation, Inc. (NEFI) will manage CDBG/grant related matters. There will be no impact on County personnel or requirement for alteration of existing positions.

POLICY/REQUIREMENT FOR BOARD ACTION:

An Agreement between the ECUA and County effectuating the planned improvements and procedures for payment with CDBG funds is required in order to proceed with the project.

IMPLEMENTATION/COORDINATION:

This is the continuation of a multi-year project, and based upon the ECUA project schedule, all contract related improvements should be completed and operational within 12 months of the date of this Agreement. The Agreement is targeted for concurrent approval by the ECUA Board. Contract administration will be managed by NEFI in coordination with the ECUA Engineering Division. The participating agencies are aware of the content of this recommendation and the planned approval schedule.

Attachments

Exhibit I

Exhibit II

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

13. Taking the following action concerning approval of the Escambia Consortium 2012 Annual Action Plan and Analysis of Impediments to Fair Housing Choice (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG–Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2012 Annual Action Plan for Housing and Community Development, including the Escambia County 2012 Annual Plan, detailing use of 2012 Community Development Block Grant (CDBG) funds, in the amount of \$1,685,274; 2012 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,020,957; and 2012 Emergency Solutions Grant (*f/k/a Emergency Shelter Grant*) Program (ESG) funds, in the amount of \$163,087;
 - B. Acknowledging the receipt of the updated Analysis of Impediments (AI) to Fair Housing Choice, and approving the AI as part of the Escambia Consortium Consolidated Plan; and
 - C. Authorizing the County Administrator to execute all 2012 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2012 CDBG, 2012 HOME, and 2012 ESG Programs.
14. Approving the issuance of, and authorizing the County Administrator to execute, a Task Order to Atkins North America, Inc., for the Mahogany Mill Boat Ramp Project, for a not-to-exceed amount of \$84,784.16, on Contract PD 02-03.79, "Professional Services (*as Governed by Florida Statute 287.055*)," for construction, engineering, inspection (CEI), and project management services (Funding Source: Fund 001, General Fund, Cost Center 220101, Admin Neighborhood & Environment, Object Code 56301, Project NRDA1201).

**ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2012 - September 30, 2013)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2012 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG) funding in the total amount of **\$3,570,780** which is detailed as follows. (Congress approved major funding cuts to the 2012 CDBG and HOME Programs which are reflected in this Plan). The actual final allocations may vary to some degree from that cited below):

**ESCAMBIA COUNTY
2012/2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$510,500*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 9 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$308,554

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs (Finance).

Escambia County Community Redevelopment Agency

\$10,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,000 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program

\$175,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$25,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$120,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$50,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program

\$0

Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$200,720

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$0

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2012 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$ 1,685,274
=====

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of October, 2013, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as "County" and the **EMERALD COAST UTILITIES AUTHORITY**, a local government body, corporate and politic, hereinafter referred to as "ECUA".

WITNESSETH:

WHEREAS, the County is interested in pursuing community improvements, neighborhood revitalization, and increasing fire protection for local residents and;

WHEREAS, the ECUA is the sole provider for the installation of fire hydrants within the CDBG Target Area including, but not limited to, portions of Census Tracts 28.03 and 29, and;

WHEREAS, the County received a Community Development Block Grant #B-12-UC-12-0012, through the U. S. Department of Housing and Urban Development, and;

WHEREAS, a portion of said grants funds have been prioritized for the express purpose of providing funds for water main upgrades and installation of said fire hydrants to be located within the designated CDBG Target Areas, and;

WHEREAS, the ECUA is a local governmental body, corporate and politic;

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

SECTION I: CONTRACT ADMINISTRATION

ECUA agrees to perform required tasks as stipulated in this Agreement under the general administration and coordination of the County's Agent, Neighborhood Enterprise Foundation, Inc., hereinafter referred to as "NEFI," located at 3420 Barrancas Avenue (Mailing Address: P. O. Box 18178, Pensacola, Florida 32523), Phone: (850) 458-0466, Fax: (850) 458-0464 and E-Mail: wrwilker@co.escambia.fl.us

SECTION II: FUNDING

The funds to be made available to the ECUA for the **2012 Fire Protection Project** by the County in an amount not to exceed **\$120,000** are solely available from the 2012 Community Development Block Grant #B-12-UC-12-0012 as provided by the U. S. Department of Housing and Urban Development, hereinafter referred to as the "Grant". That portion of the Grant expressly dealing with the Fire Protection Improvements is hereby incorporated into this Agreement by reference.

SECTION III: METHOD OF PAYMENT

1. From the proceeds of the Grant, the County agrees to provide the ECUA a maximum of **\$120,000** as compensation for the complete installation of as many of the proposed hydrant and water main improvements identified in Attachment A hereto as such funds will permit. Compensation to ECUA shall include actual costs incurred in construction of the improvements and project related surveying; ECUA shall at its expense, provide other necessary engineering and administrative services.

2. The County will make payments to ECUA in the following manner:

Payment #1: Initial project disbursement will be made within (30) days of the agreement date and will be in an amount equal to 50% of the amount stipulated in Section III (1) above.

Payment #2: The second project disbursement will be made within thirty (30) days after the initiation of the installation of the hydrants and main upgrades cited in Attachment A, and will equal 40% of the amount stipulated in Section III (1) above.

Payment #3: The final project payment totaling the remaining 10% of the amount stipulated in Section III(1) above will be paid to the Authority after total completion of the project construction including final inspection and verification of proper operation of the hydrants and water mains.

3. The County shall make such payments to the ECUA no later than fifteen (15) days after the signed payment voucher and invoice, as approved by the County's agent, are received in the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

SECTION IV: SCOPE OF WORK

1. The ECUA will provide the County with an installation schedule for the work described in Attachment A as based upon ECUA's existing workload at the time of commission of the work by the County.

2. The ECUA will diligently strive to complete all required work within the minimal time required, however, in no instance shall the work take longer than one hundred eighty (180) days from the date of initial payment by the County.

3. The ECUA shall ensure that all work is performed and that each and every item of labor, together with all materials, tools, supplies, equipment, machinery, and means of transportation necessary to fully complete the work as described in this Agreement is furnished. Work is to be completed to the satisfaction of the County and its designated agent who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this agreement.

4. In the event that ECUA elects to subcontract work required hereunder, the County's agent shall participate in all aspects of the related bid and subcontracting process to ensure full compliance with all applicable Federal, State, and local rules, regulations, and procedures, including, but not limited to, requirements of the Davis-Bacon Act as amended and all costs related thereto. Further, ECUA shall continually assure full compliance with such requirements throughout the duration of this project.

5. Following installation, the ECUA shall maintain, operate, and protect said improvements in accordance with procedures utilized for other components of the water distribution system, and shall endeavor to provide optimal operation of the equipment for the public good.

6. The ECUA agrees to fully document completion of stipulated work in writing by furnishing copies of the ECUA's work orders, as built drawings, and other such documentation as required to clearly evidence the installation of the equipment in accordance with the intent of this Agreement. Such documentation shall be submitted to: NEFI, P. O. Box 18178, Pensacola, Florida 32523.

SECTION V: TERM OF AGREEMENT

1. This Agreement shall commence on the 17th day of October, 2013, and terminate within twelve (12) months from said date, unless extended by mutually written approval of both parties to this Agreement, or terminated earlier as provided for in Sections V(2) or V(3).

2. If the ECUA should fail to perform its duties as defined herein, the County may terminate this Agreement with a written ten (10) day notification, and any funds previously disbursed to the ECUA and not expended for the installation of fire hydrants and water mains in accordance with this Agreement will become instantly due and payable to the County.

3. As this Agreement is expressly contingent upon the availability of Federal Community Development Block Grant (CDBG) funds, should such funds cease to be available to the County for any reason, the County reserves the right to terminate this Agreement with ten (10) days written notice, and subject to availability of CDBG funds, pay ECUA for finished work with no legal or financial obligation for remaining project-related work.

SECTION VI: RECORDS

1. The ECUA agrees to maintain records specifically related to this project in such manner as to assure proper accountability of all CDBG funds, and will require the same of any subcontract parties.

2. These specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following termination of this Agreement, unless said records and accounts are the subject of audit or litigation in which case said records shall be maintained indefinitely pending resolution of such actions. Access to such records will be provided to the County, the Federal Department of Housing and Urban Development, and/or other duly authorized parties upon request.

SECTION VII: GENERAL PROVISIONS

1. ECUA accepts the terms of this Agreement and the Grant, specifically Federal Regulations cited at 24 CFR Part 570, and Regulations cited in Attachment B of this Agreement. Further, the ECUA agrees to incorporate these rules and regulations into any and all subcontracts which directly result from this project.

2. All parties agree to provide Equal Employment Opportunity to all individuals regardless of race, color, familial status, handicap, sex, disability, religion, or national origin. Further, the ECUA 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 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 hereby referred to and incorporated by reference herein.

3. The County agrees that all hydrant and main improvements resulting from work by the ECUA under this agreement shall become the property of the ECUA after complete and satisfactory installation of said improvements by the ECUA.

4. All parties agree to abide by the HUD Section 3 Clause included in Attachment B.

5. All parties agree to abide by the Equal Opportunity Clause for Agreement subject to Executive Order #11246.

6. The ECUA shall continually ensure that all parties completing work under the provisions of this Agreement are fully ensured for workmen's compensation and general liability, and shall maintain adequate levels of insurance to assure the protection of the ECUA, and the County, and NEFI.

7. The ECUA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. The ECUA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, 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 ECUA agrees to post in a conspicuous place notices provided by the County setting forth the provision of this Equal Opportunity clause.

8. The County's agent, NEFI, and ECUA shall ensure that during the implementation of the project, all applicable Federal, State, and Local rules, policies, and regulations are fully adhered to in accordance with provisions delineated in Attachment B of this Agreement.

SECTION VIII: PROCUREMENT REQUIREMENTS

The ECUA shall be required to adhere to generally accepted procurement standards in the purchase of materials, supplies, equipment, and/or contractual services associated with this project. All such procurements shall afford the maximum level of open competition among qualified bidders.

SECTION IX: NEPOTISM

The ECUA agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement which statute is hereby referred to and incorporated by reference herein.

SECTION X: UNDERSTANDING OF TERMS

1. **Attachments A-B** included herein are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement.

2. This Agreement represents the entire and integrated agreement between the County and the ECUA and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ECUA and County or in accordance with provisions contained in the Agreement document.

3. This Agreement is executed in the City of Pensacola, 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 the 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.

4. 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 of the Agreement did not contain the particular part, term, or provision held to be invalid.

5. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready for 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.

6. All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the respective addresses given below.

7. If any date herein set forth for the performance of any obligations, or for the delivery of any instrument, or for the giving to 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.

8. This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

9. Each individual executing this Agreement on behalf of the corporate entity or governmental entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

Approved as to form and legal
sufficiency.

By/Title: [Signature]

Date: 10/17/13

ATTEST: Pam Childers

Clerk of the Circuit Court

BY: _____
Deputy Clerk

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1591, Pensacola, Florida 32597

By: _____
Gene M. Valentino, Chairman
Approved: October 17, 2013

EMERALD COAST UTILITIES AUTHORITY
9255 Sturdevant Street, Pensacola, Florida 32514

WITNESS:

Print Name: _____

Print Name: _____

By: _____
Stephen E. Sorrell, Executive Director
Date: _____

ATTACHMENT A

LOCATION OF FIRE HYDRANT AND WATER MAIN IMPROVEMENTS

=====

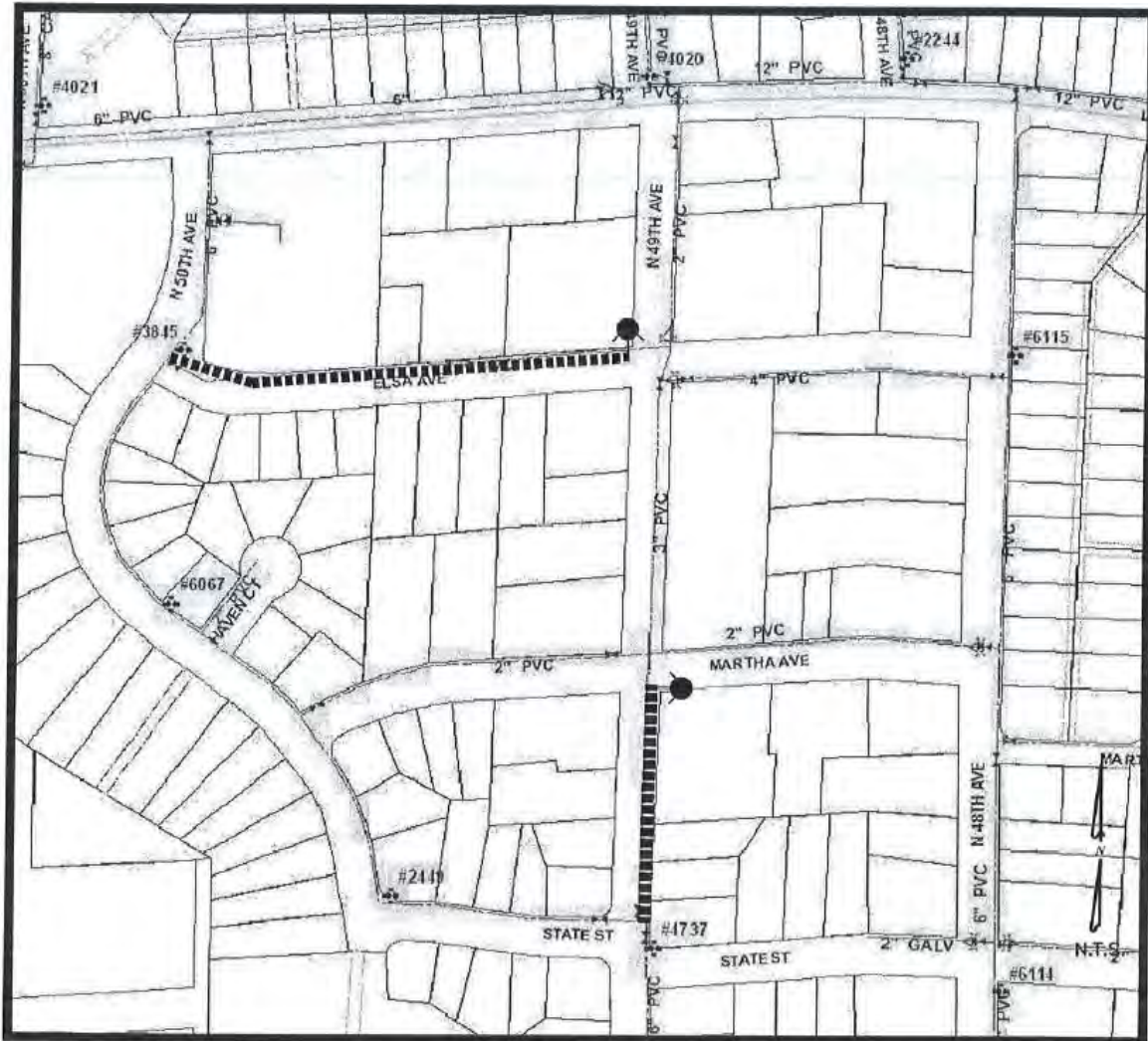
The attached maps include the minimum locations planned for improvements through this agreement (subject to available funding). Escambia County and ECUA reserve the right to increase the locations for improvements in CDBG eligible areas of the County.

=====



EMERALD COAST UTILITIES AUTHORITY
ENGINEERING DEPARTMENT

ESCAMBIA COUNTY C.D.B.G. FIRE HYDRANT PROGRAM
IMPROVEMENT FOR
2012 PROGRAM YEAR
49TH and ELSA AVE.



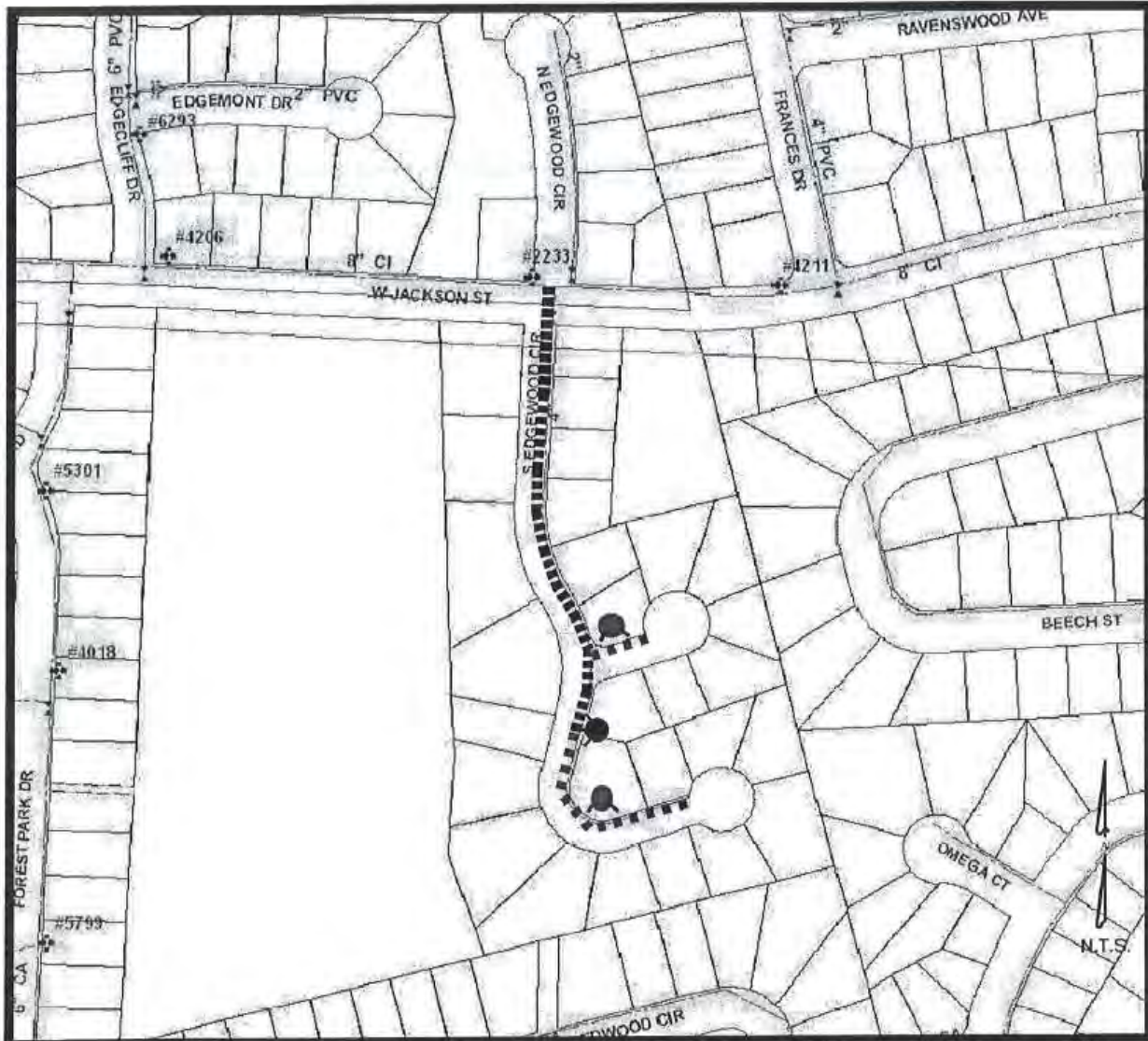
LEGEND

- : PROPOSED 6" WATER MAIN.
● : PROPOSED FIRE HYDRANT.



EMERALD COAST UTILITIES AUTHORITY
ENGINEERING DEPARTMENT

ESCAMBIA COUNTY C.D.B.G. FIRE HYDRANT PROGRAM
IMPROVEMENT FOR
2012 PROGRAM YEAR
SOUTH EDGEWOOD CIRCLE



LEGEND

■■■■■■■■■■ : PROPOSED 6" WATER MAIN.



: PROPOSED FIRE HYDRANT.

ATTACHMENT B
CONTRACT RELATED RULES AND REGULATIONS

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable

Standard Provisions (Continued)

17. Labor Standards Provisions to the extent required by Section 10 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization
19. Affirmative Action in Employment and Employment Matters
The ECUA has an approved Affirmative Action Plan and maintains such Plan in ECUA's official records. The Plan is available for inspection or review at the Administrative Offices of the ECUA.
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

**SUPPLEMENTAL
INFORMATION REGARDING THE FEDERAL LAWS OR REGULATIONS IS INCLUDED IN
THE AGREEMENT ON THE FOLLOWING PAGES AND EACH PROVISION IS
AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE
RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE
EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.**

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

EMERALD COAST UTILITIES AUTHORITY (ECUA) 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: EMERALD COAST UTILITIES AUTHORITY Date: 10/17/2013

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-12-UC-12-0021

EMERALD COAST UTILITIES AUTHORITY 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):

EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

FIVE (5)

SIGNED: _____

Certifying Officer
Stephen E. Sorrell
Emerald Coast Utilities Authority

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all 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
Stephen E. Sorrell
Emerald Coast Utilities Authority

**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: Stephen E. Sorrell

Title : Executive Director

2012 ECUA Fire Protection Project

Project Name

B-12-CDBG-UC-ECUA

Project Number

Firm/Agency: EMERALD COAST UTILITIES AUTHORITY

Street Address: 9255 Sturdevant Street
Pensacola, Florida 32514

FR 24.510 & 24 CFR, Part 24, Appendix A

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. Purpose: THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and their Subcontractors must conform with the following:

2. Standard Contract Provisions (Full Text Attached)

All applicable Federal provision are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Americans with Disabilities Act (ADA)
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Base Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. Affirmative Action Plan

ECUA maintains a duly adopted Affirmative Action Plan or Statement which is available for public inspection and review during normal business hours.

4. HUD Section 3 Plan and Compliance Requirements

The successful Bidder on construction of the project must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. Access to Related Documents

Contracting entity understands that acceptance of this contract assures that Escambia County, Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representative of such agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least six (6) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

- A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.
- B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
(applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

- (1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

(1) Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this is section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation 19.9%

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida.**

(3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

d. "Minority" includes:

(I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(III) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and

(IV) American Indian or Alaskan Native (all persons having origins of any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$1 0,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (a) through (p). of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all

foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees

at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other g by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is no obligation to do so under 41 CFR 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 (a) through (p). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business and Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts \$2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) Stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures)

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based

paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for

audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of six (6) years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Resources

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the Florida Department of Management Services/Office of Supplier Diversity, the Escambia County Office of Purchasing, the U.S. Department of Housing and Urban Development/Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.79/hour be paid (**unless the minimum wage required by the State of Florida is higher, whereupon the higher Florida minimum wage rate shall be required**)
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;

5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS
SO-CALLED “ANTI-KICKBACK ACT” AND REGULATIONS PROMULGATED PURSUANT TO THE
SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

Title 18, U.S.C., section 874

(Replaces section 1 of the Act as of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec 276b)

pursuant to the Act as of June 25, 1948, 62 Stat. 86.2)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by other manner whatsoever induces any person employed in the construction , persecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 State 967, 40 U.S.C., Sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week, Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in title 29, Subtitle A, Code of Federal Regulations, Part 3. The term “this part” as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

29 CFR 3.1 - Purpose and scope.

Section Number: 3.1

Section Name: Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

Section Number: 3.2

Section Name: Definitions.

As used in the regulations in this part:

- (a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.
- (b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
- (g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages

Section Number: 3.3

Section Name: Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

Section Number: 3.4

Section Name: Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor. (Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Section Number: 3.5

Section Name: Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) No profit or subcontractor and representatives of its employees; (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either:

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of Secretary of Labor

Section Number: 3.6

Section Name: Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

SECTION III: METHOD OF PAYMENT

1. From the proceeds of the Grant, the County agrees to provide the ECUA a maximum of **\$120,000** as compensation for the complete installation of as many of the proposed hydrant and water main improvements identified in Attachment A hereto as such funds will permit. Compensation to ECUA shall include actual costs incurred in construction of the improvements and project related surveying; ECUA shall at its expense, provide other necessary engineering and administrative services.

2. The County will make payments to ECUA in the following manner:

Payment #1: Initial project disbursement will be made within (30) days of the agreement date and will be in an amount equal to 50% of the amount stipulated in Section III (1) above.

Payment #2: The second project disbursement will be made within thirty (30) days after the initiation of the installation of the hydrants and main upgrades cited in Attachment A, and will equal 40% of the amount stipulated in Section III (1) above.

Payment #3: The final project payment totaling the remaining 10% of the amount stipulated in Section III(1) above will be paid to the Authority after total completion of the project construction including final inspection and verification of proper operation of the hydrants and water mains.

3. The County shall make such payments to the ECUA no later than fifteen (15) days after the signed payment voucher and invoice, as approved by the County's agent, are received in the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

SECTION IV: SCOPE OF WORK

1. The ECUA will provide the County with an installation schedule for the work described in Attachment A as based upon ECUA's existing workload at the time of commission of the work by the County.

2. The ECUA will diligently strive to complete all required work within the minimal time required, however, in no instance shall the work take longer than one hundred eighty (180) days from the date of initial payment by the County.

3. The ECUA shall ensure that all work is performed and that each and every item of labor, together with all materials, tools, supplies, equipment, machinery, and means of transportation necessary to fully complete the work as described in this Agreement is furnished. Work is to be completed to the satisfaction of the County and its designated agent who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this agreement.

4. In the event that ECUA elects to subcontract work required hereunder, the County's agent shall participate in all aspects of the related bid and subcontracting process to ensure full compliance with all applicable Federal, State, and local rules, regulations, and procedures, including, but not limited to, requirements of the Davis-Bacon Act as amended and all costs related thereto. Further, ECUA shall continually assure full compliance with such requirements throughout the duration of this project.

5. Following installation, the ECUA shall maintain, operate, and protect said improvements in accordance with procedures utilized for other components of the water distribution system, and shall endeavor to provide optimal operation of the equipment for the public good.

6. The ECUA agrees to fully document completion of stipulated work in writing by furnishing copies of the ECUA's work orders, as built drawings, and other such documentation as required to clearly evidence the installation of the equipment in accordance with the intent of this Agreement. Such documentation shall be submitted to: NEFI, P. O. Box 18178, Pensacola, Florida 32523.

SECTION V: TERM OF AGREEMENT

1. This Agreement shall commence on the 3rd day of October, 2013, and terminate within twelve (12) months from said date, unless extended by mutually written approval of both parties to this Agreement, or terminated earlier as provided for in Sections V(2) or V(3).

2. If the ECUA should fail to perform its duties as defined herein, the County may terminate this Agreement with a written ten (10) day notification, and any funds previously disbursed to the ECUA and not expended for the installation of fire hydrants and water mains in accordance with this Agreement will become instantly due and payable to the County.

3. As this Agreement is expressly contingent upon the availability of Federal Community Development Block Grant (CDBG) funds, should such funds cease to be available to the County for any reason, the County reserves the right to terminate this Agreement with ten (10) days written notice, and subject to availability of CDBG funds, pay ECUA for finished work with no legal or financial obligation for remaining project-related work.

SECTION VI: RECORDS

1. The ECUA agrees to maintain records specifically related to this project in such manner as to assure proper accountability of all CDBG funds, and will require the same of any subcontract parties.

2. These specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following termination of this Agreement, unless said records and accounts are the subject of audit or litigation in which case said records shall be maintained indefinitely pending resolution of such actions. Access to such records will be provided to the County, the Federal Department of Housing and Urban Development, and/or other duly authorized parties upon request.

SECTION VII: GENERAL PROVISIONS

1. ECUA accepts the terms of this Agreement and the Grant, specifically Federal Regulations cited at 24 CFR Part 570, and Regulations cited in Attachment B of this Agreement. Further, the ECUA agrees to incorporate these rules and regulations into any and all subcontracts which directly result from this project.

2. All parties agree to provide Equal Employment Opportunity to all individuals regardless of race, color, familial status, handicap, sex, disability, religion, or national origin. Further, the ECUA 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 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 hereby referred to and incorporated by reference herein.

3. The County agrees that all hydrant and main improvements resulting from work by the ECUA under this agreement shall become the property of the ECUA after complete and satisfactory installation of said improvements by the ECUA.

4. All parties agree to abide by the HUD Section 3 Clause included in Attachment B.

5. All parties agree to abide by the Equal Opportunity Clause for Agreement subject to Executive Order #11246.

6. The ECUA shall continually ensure that all parties completing work under the provisions of this Agreement are fully ensured for workmen's compensation and general liability, and shall maintain adequate levels of insurance to assure the protection of the ECUA, and the County, and NEFI.

7. The ECUA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. The ECUA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, 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 ECUA agrees to post in a conspicuous place notices provided by the County setting forth the provision of this Equal Opportunity clause.

8. The County's agent, NEFI, and ECUA shall ensure that during the implementation of the project, all applicable Federal, State, and Local rules, policies, and regulations are fully adhered to in accordance with provisions delineated in Attachment B of this Agreement.

SECTION VIII: PROCUREMENT REQUIREMENTS

The ECUA shall be required to adhere to generally accepted procurement standards in the purchase of materials, supplies, equipment, and/or contractual services associated with this project. All such procurements shall afford the maximum level of open competition among qualified bidders.

SECTION IX: NEPOTISM

The ECUA agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement which statute is hereby referred to and incorporated by reference herein.

SECTION X: UNDERSTANDING OF TERMS

1. **Attachments A-B** included herein are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement.

2. This Agreement represents the entire and integrated agreement between the County and the ECUA and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ECUA and County or in accordance with provisions contained in the Agreement document.

3. This Agreement is executed in the City of Pensacola, 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 the 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.

4. 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 of the Agreement did not contain the particular part, term, or provision held to be invalid.

5. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready for 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.

6. All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the respective addresses given below.

7. If any date herein set forth for the performance of any obligations, or for the delivery of any instrument, or for the giving to 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.

8. This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

9. Each individual executing this Agreement on behalf of the corporate entity or governmental entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

Approved as to form and legal
sufficiency.

By/Title: [Signature]

Date: 10/10/13

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1591, Pensacola, Florida 32597

By: _____
Gene M. Valentino, Chairman
Approved: October 3, 2013

EMERALD COAST UTILITIES AUTHORITY
9255 Sturdevant Street, Pensacola, Florida 32514

WITNESS:

Print Name: _____

Print Name: _____

By: _____
Stephen E. Sorrell, Executive Director
Date: _____

ATTACHMENT A

LOCATION OF FIRE HYDRANT AND WATER MAIN IMPROVEMENTS

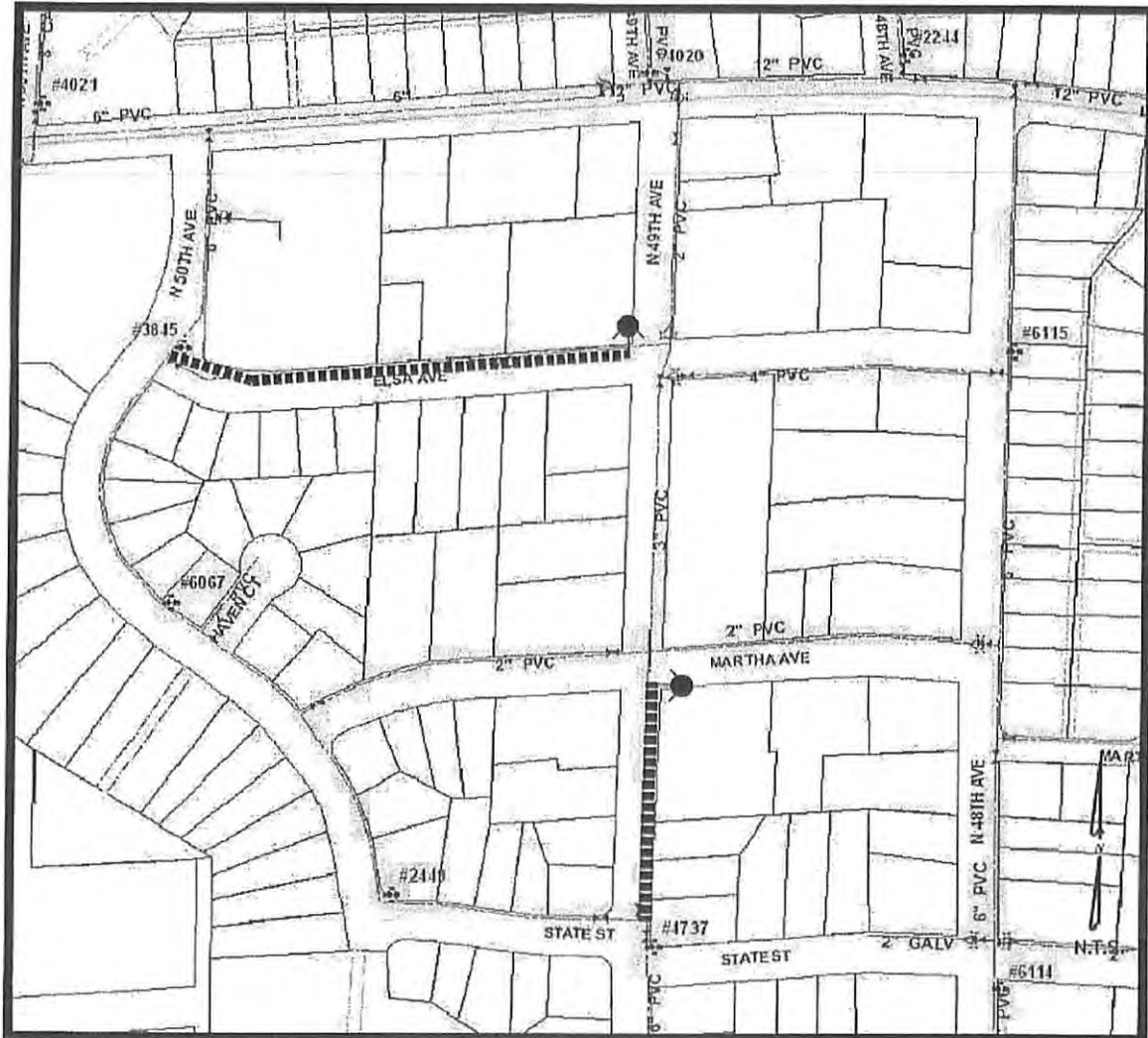
=====

The attached maps include the minimum locations planned for improvements through this agreement (subject to available funding). Escambia County and ECUA reserve the right to increase the locations for improvements in CDBG eligible areas of the County.

=====



ESCAMBIA COUNTY C.D.B.G. FIRE HYDRANT PROGRAM
IMPROVEMENT FOR
2012 PROGRAM YEAR
49TH and ELSA AVE.



LEGEND

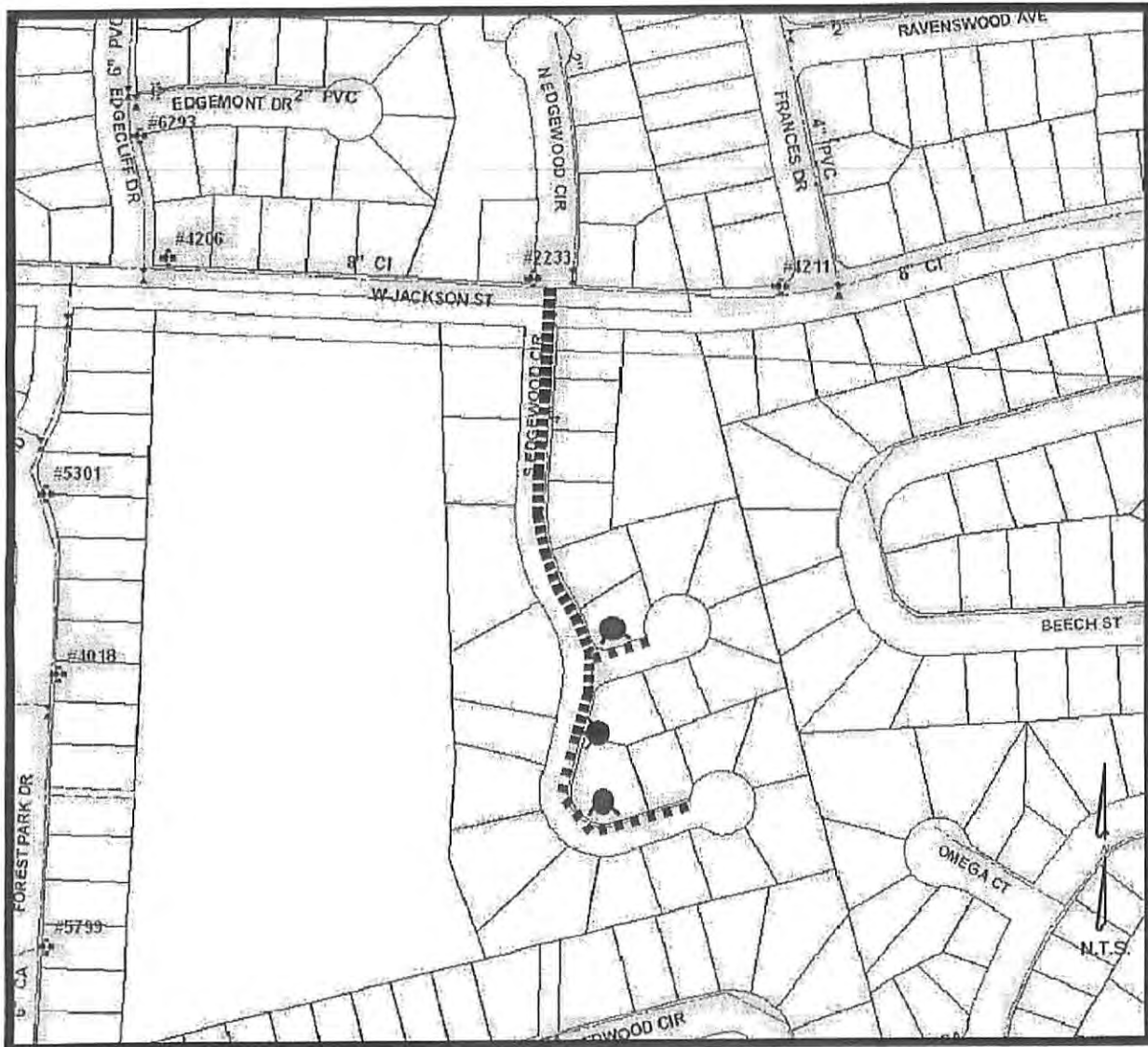
————— : PROPOSED 6" WATER MAIN.

● : PROPOSED FIRE HYDRANT.



EMERALD COAST UTILITIES AUTHORITY
ENGINEERING DEPARTMENT

ESCAMBIA COUNTY C.D.B.G. FIRE HYDRANT PROGRAM
IMPROVEMENT FOR
2012 PROGRAM YEAR
SOUTH EDGEWOOD CIRCLE



LEGEND

----- : PROPOSED 6" WATER MAIN.



: PROPOSED FIRE HYDRANT.

ATTACHMENT B
CONTRACT RELATED RULES AND REGULATIONS

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable

Standard Provisions (Continued)

17. Labor Standards Provisions to the extent required by Section 110 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization
19. Affirmative Action in Employment and Employment Matters
The ECUA has an approved Affirmative Action Plan and maintains such Plan in ECUA's official records. The Plan is available for inspection or review at the Administrative Offices of the ECUA.
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

**SUPPLEMENTAL
INFORMATION REGARDING THE FEDERAL LAWS OR REGULATIONS IS INCLUDED IN
THE AGREEMENT ON THE FOLLOWING PAGES AND EACH PROVISION IS
AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE
RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE
EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.**

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

EMERALD COAST UTILITIES AUTHORITY (ECUA) 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: EMERALD COAST UTILITIES AUTHORITY Date: 10/3/2013

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-12-UC-12-0021

EMERALD COAST UTILITIES AUTHORITY 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):

EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

FIVE (5)

SIGNED: _____

Certifying Officer
Stephen E. Sorrell
Emerald Coast Utilities Authority

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all 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

Stephen E. Sorrell

Emerald Coast Utilities Authority

**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: Stephen E. Sorrell

Title : Executive Director

2012 ECUA Fire Protection Project

Project Name

B-12-CDBG-UC-ECUA

Project Number

Firm/Agency: EMERALD COAST UTILITIES AUTHORITY

Street Address: 9255 Sturdevant Street
Pensacola, Florida 32514

FR 24.510 & 24 CFR, Part 24, Appendix A

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. Purpose: THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and their Subcontractors must conform with the following:

2. Standard Contract Provisions (Full Text Attached)

All applicable Federal provision are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Americans with Disabilities Act (ADA)
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Base Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. Affirmative Action Plan

ECUA maintains a duly adopted Affirmative Action Plan or Statement which is available for public inspection and review during normal business hours.

4. HUD Section 3 Plan and Compliance Requirements

The successful Bidder on construction of the project must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. Access to Related Documents

Contracting entity understands that acceptance of this contract assures that Escambia County, Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representative of such agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least six (6) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

- A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.
- B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

- (1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

(1) Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this is section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation 19.9%

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida**.

(3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(III) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and

(IV) American Indian or Alaskan Native (all persons having origins of any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$1 0,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (a) through (p). of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all

foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees

at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other g by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is no obligation to do so under 41 CFR 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 (a) through (p). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over\$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business and Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts \$2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) Stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures)

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based

paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for

audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of six (6) years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Resources

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the Florida Department of Management Services/Office of Supplier Diversity, the Escambia County Office of Purchasing, the U.S. Department of Housing and Urban Development/Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.79/hour be paid (**unless the minimum wage required by the State of Florida is higher, whereupon the higher Florida minimum wage rate shall be required**)
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the

- same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
 7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
 8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

**SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT TO THE
SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR**

Title 18, U.S.C., section 874

(Replaces section 1 of the Act as of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec 276b)
pursuant to the Act as of June 25, 1948, 62 Stat. 86.2)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by other manner whatsoever induces any person employed in the construction , persecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 State 967, 40 U.S.C., Sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week, Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part" as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

29 CFR 3.1 - Purpose and scope.

Section Number: 3.1

Section Name: Purpose and scope.

This part prescribes ``anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

Section Number: 3.2

Section Name: Definitions.

As used in the regulations in this part:

- (a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.
- (b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
- (g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages

Section Number: 3.3

Section Name: Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

Section Number: 3.4

Section Name: Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor. (Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either:

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of Secretary of Labor

Section Number: 3.6

Section Name: Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5063

County Administrator's Report 13. 32.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: 2013 Emergency Solutions Grant Agreement with Catholic Charities of Northwest Florida, Inc.

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2013 Emergency Solutions Grant Agreement with Catholic Charities of Northwest Florida, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the 2013 Agreement Direct Service Delivery and Case Management Services Emergency Solutions Grant (ESG) with Catholic Charities of Northwest Florida, Inc. (Catholic Charities):

A. Approve an Agreement with Catholic Charities of Northwest Florida, Inc., providing 2013 Emergency Solutions Grant support, in the amount of \$26,037, for direct service delivery and case management services to ESG eligible clients in Escambia County; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related forms or documents as may be required to fully implement the Agreement.

[Funding: Fund 110, Emergency Solutions Grant (ESG), Cost Center 220561]

BACKGROUND:

The 2013 Escambia Consortium Annual Action Plan, including the Emergency Solutions Grant (ESG) allocation, was approved by the Board on July 11, 2013 (see **Exhibit I** for Board action resume). The 2013 Annual Plan included \$122,946.00 in 2013 ESG funds. Implementation of the 2013 ESG must be closely coordinated with ECOH, the HUD designated Homeless Continuum of Care (CoC) lead agency for Escambia and Santa Rosa counties. Of the total \$122,946.00 grant, \$26,037.00 will be expended to support direct homeless client services and assistance via Catholic Charities per the Agreement to be approved through this recommendation (see **Exhibit II** for Annual Plan budget detail). **Exhibit III** contains the Agreement with Catholic Charities.

BUDGETARY IMPACT:

Funding required to support the Agreement is currently budgeted in FY 2014 Fund 110/Other Grants (ESG), Cost Center 220561. No County general fund revenue is required for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The 2013 ESG Agreement with Catholic Charities has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Agreement with Catholic Charities must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI). Implementation time lines included in the Agreement will be monitored by NEFI in conjunction with HUD staff. NEFI will work with Catholic Charities to properly complete the activities cited in the Agreements. All parties are aware of the approval schedule for this recommendation.

Attachments

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued

10. Continued...

D. Authorizing staff to prepare, and the Chairman or Vice Chairman to accept, the *Public Road and Right-of-Way Easement* as of the day of delivery of the *Public Road and Right-of-Way Easement* to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

11. Adopting the Resolution (R2013-76) approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110), in the amount of \$148,054, to recognize proceeds from two State of Florida, Division of Emergency Management, Grant Agreements, and to appropriate these funds for the Department of Community Affairs Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

12. Taking the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned) (a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at <http://www.myescambi.com> [Community/Neighborhood Enterprise Foundation Program Plans and Reports]):

A. Approving the Escambia Consortium 2013 Annual Action Plan for Housing and Community Development, including the Escambia County 2013 Annual Plan, detailing use of 2013 Community Development Block Grant (CDBG) funds, in the amount of \$1,678,503; 2013 HOME Investment Partnerships Act (HOME) funds, in the amount of \$960,936; and 2013 Emergency Solutions Grant Program (ESG) funds, in the amount of \$122,946; and

B. Authorizing the Interim County Administrator to execute all 2013 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.

2013-2014 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

EXHIBIT II

Activity ESG 13 - Emergency Shelter/Operations

\$ 87,689

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity ESG 13 - Rapid Re-Housing & Homeless Prevention

\$ 26,037

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration

\$ 9,220

Administrative Cost (7.5%): \$3,074 to EscaRosa Coalition on the Homeless Project Management and \$6,146 to Escambia County Indirect Cost.

TOTAL 2013 ESG FUNDS PROJECTED

\$122,946

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TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice, update the status of the Consortium's Five Year Consolidated Plan, and/or the draft 2013/2014 Annual Plan. **The hearings will be held at 2:00 P.M. (CST) on Tuesday, June 11, 2013, at the Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida; and at 9:00 A.M. (CST) on Wednesday, June 12, 2013 at Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Highway, Milton, Florida.** All interested citizens are urged to attend and participate. The hearings will also incorporate information about the Analysis of Impediments to Fair Housing.

The Escambia Consortium adheres to the Americans with Disabilities Act and will make reasonable modifications for access to services, programs and other activities. Please call 858-0350 (City) or 458-0466 (Escambia County) [or Telecommunications Device for the Deaf (TDD) numbers 595-0102 (City) or 458-0464 (Escambia County)] for further information. Requests must be made at least 48 hours in advance of the event in order to allow time to provide the requested services.

In addition to the public hearing, citizen recommendations, suggestions or other input regarding the content of the Consortium's draft Annual Plan will be accepted during an extended comment period beginning with the publication of this notice and extending through **JUNE 20, 2013**. Comments may be submitted to: Escambia Consortium, P.O. Box 18178, Pensacola, Florida 32523. For further information, contact Randy Wilkerson at 458-0466 (Escambia County), Marcie Whitaker at 858-0319 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Gene M. Valentino
Chairman, Escambia County
Board of County Commissioners

Ashton J. Hayward, III
Mayor
City of Pensacola

Robert A. "Bob" Cole, Chairman
Santa Rosa County
Board of County Commissioners

AGREEMENT
DIRECT SERVICE DELIVERY AND CASE MANAGEMENT SERVICES
Emergency Solutions Grant (ESG)

THIS AGREEMENT is made and entered into this 17th day of October, 2013, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**", and **CATHOLIC CHARITIES OF NORTHWEST FLORIDA, INC.**, a social services ministry of the Diocese of Pensacola-Tallahassee, and a not for profit corporation organized under the laws of the State of Florida" (FED ID # 593213644), hereinafter referred to as the "**Agency**", for the sole purpose of implementing the direct service component of the 2013 Emergency Solutions Grant Program (ESG 2013) in Escambia County, hereinafter referred to as the "ESG 2013 Direct Services Project".

W I T N E S S E T H

WHEREAS, the County has elected to participate in the Emergency Solutions Grant Program to provide 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 coordinate and deliver direct client case management services and assistance to very low income families at risk of or experiencing homelessness in the local community; and,

WHEREAS, the County hereby elects to engage the services of the Agency to manage and implement the direct service component of the 2013 Emergency Solutions Grant Program (ESG 2013) in accordance with governing 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 the ESG 2013 Direct Services 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 Department, as designated agent for County.

1.1 Initial contract manager (and liaison), 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, FL 32523
Phone: (850) 458-0466 / FAX: (850) 458-0464
E-Mail: rrwilker@co.escambia.fl.us

1.2 Contract Coordinator for Agency: Mark Dufva, MS
Executive Director
Catholic Charities of Northwest Florida, Inc.
11 N. B St., Pensacola, FL 32501
Phone: 850-435-3518 / Fax: 850-436-6424
E-Mail: dufvam@ptdiocese.org

ARTICLE II

Scope of Services

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

2.1 The Agency agrees to implement the Project to provide intensive case management services targeting 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 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 VI** of this Agreement..

ARTICLE III

Funding

3. The County agrees to pay to the Agency an amount not to exceed **\$26,037.00**, payable solely from available ESG 2013 funds, subject to possible reduction under Article VI hereof.

3.1 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 2013 Direct Services Project 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: determination as to the eligibility of individuals receiving ESG 2013 Direct Services Project assistance (income and homelessness status), delivery of case management services in compliance with provisions of the HEARTH Act, provision of financial assistance and housing relocation and stabilization services payments benefitting ESG eligible clients, detailed ESG 2013 Direct Services Project cost documentation and any other relevant documentation requested by the NEFI or the County.

3.2 The County agrees to receive, account for and disburse ESG 2013 Program funds from budgets and accounts, as legally established by the County, for the mutual benefit of the Agency and ESG 2013 Direct Services Project eligible very low income persons to the extent that such benefits conform to the requirements of the HEARTH Act and the Emergency Solutions Grant Program.

3.3 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 ESG 2013 Direct Services Project Monthly Report, along with a detailed client services summary, 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 Report described in **EXHIBIT III** of this Agreement or shall provide an alternate Monthly 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 15th day of each month, unless an alternative schedule is agreed upon by the parties. The Monthly Report shall include all ESG 2013 Direct Services 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 ESG 2013 Direct Services Project activities, client 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, and/or 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 caused by the Agency, resulting from, arising out of or occurring in connection with the performance of this Agreement by the Agency. 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 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 contractual 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 originating from the performance of this Agreement by the Agency 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.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **17th day of October, 2013, and shall terminate on September 30, 2014**, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation.

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 2013 Program 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 2013 funds, the Agency shall be subject to a performance review by the County/NEFI, at six (6) and nine (9) 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 nine (9) month review shall consist of a formal monitoring of the Agency's compliance with ESG 2013 requirements and its performance under the terms of this Agreement, as further detailed in Section 6.4 below. A formal twelve (12) month review shall be performed if the Agency has failed to accomplish the original performance level or the revised performance level established at the nine (9) month review. The twelve 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 ESG 2013 Direct Services Project. Said review shall minimally consist of a scheduled meeting (or meetings) with the Agency and responsible staff regarding the ESG 2013 Direct Services 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 nine (9) month interval, a formal written performance report shall be provided by the County/NEFI to the Agency. The nine (9) month review shall examine the Agency's level of accomplishment with respect to the ESG 2013 Direct Services Project activities and objectives stated in **EXHIBIT I** of this Agreement, as well as compliance with regulatory requirements in carrying out said activities. The report shall indicate the level of ESG 2013 Direct Services Project compliance attained by the Agency, any performance or procedural deficiencies, fund obligation/ commitment issues or financial concerns, any program or fiscal

irregularities and any Project related recommendations or requirements. If, at the six (9) month interval, the Agency has not provided and obtained reimbursement for successful delivery of ESG 2013 Direct Services Project eligible services and assistance 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 2013 expenditure rate to ensure that the expenditure rate will minimally reach 90% by month twelve (12) and 100% by month

fifteen (15) based on the effective date of this Agreement. Responsibility for such documentation shall rest with the Agency.

6.5 The twelve (12) 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 annually until all ESG 2013 Direct Services 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 ESG Program funds provided to the Agency through this Agreement. In the event of misappropriation of ESG funds or the use of ESG funds for ineligible expenditures by the Agency, said Agency shall be liable for immediate repayment of improperly expended ESG 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 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 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. With respect to ESG, 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 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. To the extent that federal civil rights and anti-discrimination laws are applicable, 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 To the extent that federal civil rights and anti-discrimination laws are applicable, 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 To the extent that federal civil rights and anti-discrimination laws are applicable, the 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 To the extent that federal civil rights and anti-discrimination laws are applicable, 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 delivery of services and assistance benefitting of eligible persons. As such, no program income is anticipated as a result of ESG 2013 Direct Services Project activities.

10.1 However, in the event of any unanticipated repayment of ESG funds in relation to this Agreement or the Project, such funds shall be repaid to *Escambia County* and credited by the County to ESG 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. With respect to ESG, 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 the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the "HEARTH Act"); the Emergency Solutions Grant Program Regulations; 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 VI** of this Agreement; all related regulatory requirements and HUD policy directives and guidelines applicable to the ESG 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 Project activities. This is evidenced by execution of the certification of receipt contained in **EXHIBIT VI** 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. Agency shall generally conform to uniform Agency practices that target securing the most reasonable pricing for ESG 2013 Direct Services Project costs when ensuring that services are 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, V and VI** 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 independent audit, including the management letter and agency response, and to subsequently secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and all management responses thereto to the County within one hundred twenty (120) days of the end of the Agency's corporate accounting year.

14.5 Catholic Charities of Northwest Florida, 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, Catholic Charities of Northwest Florida, Inc. functions primarily as a social service organization with specific emphasis upon providing financial assistance and case management services for the less fortunate, and shall maintain its status for the duration of this Agreement.

14.6 When providing rental assistance for the benefit of ESG eligible clients, the Agency shall ensure that, prior to occupancy by an ESG eligible person, an initial and follow-up inspection shall be performed to confirm that such residential rental properties minimally meet the Habitability Standards listed in **Exhibit V** of this Agreement. Additionally, a "Rent Reasonableness Determination" shall be performed to ensure that rental rates are reasonable with respect to the local market. No ESG rental assistance payments shall be provided or reimbursed for ESG eligible clients moving into new units without prior compliance with this requirement.

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.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Gene M. Valentino, Chairman
BCC Approved: October 17, 2013

Approved as to form and legal sufficiency:

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/17/13

**CATHOLIC CHARITIES OF NORTHWEST
FLORIDA, INC., a not for profit corporation
chartered in the State of Florida**

WITNESSED:

By: _____
Mark Dufva, Executive Director

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Mark Dufva, Executive Director, Catholic Charities of Northwest Florida, 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
Emergency Solutions Grant 2013 Service Delivery Activities

AGENCY NAME: CATHOLIC CHARITIES OF NORTHWEST FLORIDA, INC.

I. SCOPE OF SERVICES

A. Catholic Charities of Northwest Florida, Inc. ("Agency") shall provide a full range of client case management services under the terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make available **\$26,037.00** in ESG 2013 funds for the provision of intensive case management, financial assistance, and housing relocation and stabilization services for ESG eligible persons at risk of homelessness or who are experiencing homelessness to aid in moving these persons into stable housing. For purposes of this Agreement, the term "person/persons, family/families and client/clients" shall have the same meaning with reference to ESG assistance. Delivery of case management, financial assistance, and housing relocation and stabilization services shall be in conformity with the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the "HEARTH Act") and requirements of the Emergency Solutions Grant Program. The full text of this portion of the Notice is included in **Exhibit VI** of this Agreement for reference. Requests for reimbursement shall include the cost for delivering case management, financial assistance, and housing relocation and stabilization services to ESG eligible very low income persons as identified herein.

B. This agreement is funded in its entirety from ESG funds.

C. ESG 2013 Direct Services Project funds shall be provided to the Agency in monthly installments not to exceed, in aggregate, the maximum amount cited above upon delivery of contracted services and assistance to eligible persons. To enable the Agency to quickly implement case management services and distribute ESG financial assistance and rapid re-housing assistance to ESG eligible persons, within fifteen (15) days of the effective date of this Agreement, the County shall provide the Agency with a single \$7,500 operating advance from the ESG funding provided herein, if specifically requested in writing by the Agency. From that point forward, all subsequent payments will be provided on a cost reimbursement basis. All funds provided to the Agency under this Agreement, including the initial operating advance, shall be fully reconciled between the Agency and County during the ESG 2013 Direct Services Project closeout.

D. For purposes of this Agreement, a "Extremely Low Income" family is defined as a person (family) with total "gross" income from all sources equal to or below thirty percent (30%) 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. The Agency shall be responsible for fully documenting to the County the eligibility of such clients and assuring that ESG Program funds provided to the Agency are expended for eligible activities benefitting eligible persons (families).

II. OBJECTIVES

- A. The Agency shall take the actions required to:
1. initiate ESG case management, client assessment, direct service delivery coordination, data collection/reporting and client follow-up functions for those receiving homeless prevention or rapid re-housing assistance via ESG resources.
 2. establish formal ESG client referral/gatekeeper protocols between the Agency and various community based service providers (both those who will access the Agency for ESG assistance for their clients and those who provide other funded services for clients in tandem with ESG).
 3. target successful delivery of ESG 2013 Direct Services Project assistance and case management services to a minimum of **8 persons/families** during the duration of this Agreement.
 4. perform an initial case management consultation with **one hundred percent (100%)** of those persons receiving ESG 2013 Direct Services Project assistance to identify the services required to identify their needs and to establish a plan for addressing their near homeless or homeless situation. Case management services for ESG clients shall minimally include: family interview(s)/evaluation(s); preparation of individualized case management/recovery plans; coordination of services for the targeted families; provision of ESG assistance for eligible families; individualized client referral and follow-up; establishing linkages and maintaining contact with external non-ESG resources, such as assisted housing, social services, job training/placement, mental health and substance abuse counseling/treatment, subsidized child care, transportation, and other publicly funded agencies/resources; and completion of case management reports and outcome reports.
 5. Of the total number of ESG 2013 Direct Services Project assisted persons/families that receive comprehensive case management services, at least **70%** shall have successful housing outcomes. "Successful housing outcome" is defined as delivering case management and counseling to the family in avoiding loss of current housing; or identifying, locating, securing, and occupying affordable housing by lease or purchase for a minimum period of six (6) months after the termination of ESG 2013 Direct Services Project assistance (as reported to the Contract Managers).

III. SERVICES

The Agency asserts that it has the capability to perform the services identified below and affirms its concurrence with the terms and conditions under which this assistance is provided to the Agency and ESG eligible persons.

A. ESG 2013 Direct Services Project funds shall be made available to the Agency in the form of a grant to support case management, financial assistance for homeless prevention and rapid re-housing activities and related costs as required to effectively deliver ESG eligible services to ESG eligible persons in accordance with requirements hereunder.

B. **Housing Relocation and Stabilization Services:** Agency shall devise and promptly implement plans for the delivery or coordination of services for ESG eligible persons in Escambia County. The implementation planning process shall minimally incorporate client centered provisions for: comprehensive case management for each ESG assisted person; outreach to and engagement of homeless or at risk persons needing ESG services; individualized case management plans for ESG clients; housing search and placement for benefit of ESG eligible persons; availability of limited legal services for ESG clients with issues related to rental occupancy; credit repair and financial literacy services; mechanisms for referral to non-ESG resources; data collection, integration/sharing and reporting; and ancillary services required to coordinate and monitor these activities.

C. **A MINIMUM OF 70% OF THE ESG 2013 FUNDS** provided through this Agreement must be expended in support of **RAPID RE-HOUSING ACTIVITIES, which are limited to individuals and families meeting the HUD “Literally Homeless” definition**, which is currently as follows: *An individual or family who lacks a fixed, regular and adequate nighttime residence, meaning the individual or family has a primary nighttime residence that is a public or private place not meant for human habitation or is living in a publicly or privately operated shelter designed to provide temporary living arrangements. This category also includes individuals who are exiting an institution where he or she resided for 90 days or less who resided in an emergency shelter or place not meant for human habitation immediately prior to entry into the institution.* The Balance of the ESG 2013 funds may be expended by the Agency to support **Homelessness Prevention activities**.

D. Within 30 days of the effective date of this Agreement Agency shall prepare a detailed ESG 2013 Direct Services Project monetary assistance matrix (sample format below) and present same to the County/NEFI for review and written approval prior to initiating services.

ESG Eligible Activity	Maximum Financial Assistance/Person-Family per month or per occurrence	Maximum Length of Assistance (months)	Maximum HPRP Benefit per Family
Financial Assistance:			
Short Term Rental Assistance			
Medium Term Rental Assistance			
Rental Assistance (in arrears)			
Security and Utility Deposits			
Utility Payments			
Utility Payments (in arrears)			
Moving Cost Assistance			
Last Resort Motel/Hotel Vouchers			

Said matrix shall establish local limitations and terms for financial assistance for individual persons/families for eligible activities, including: (a) short-term (up to 3 months) and medium-term (up to 18 months) rental assistance, (b) rental “arrears” (up to 6 months arrearage),

(c) security and utility deposits (one time payment), (d) utility payments (up to 18 months including up to 6 months arrearage, (e) moving cost assistance (including short term storage not to exceed 3 months), and (f) *last resort* motel and hotel vouchers (maximum of 30 days but requires extensive documentation).

E. ESG 2013 Direct Services Project payments SHALL NOT be made to the eligible person/family but shall be paid to the vendor (landlord, utility company, etc.) on behalf of the ESG eligible person/family.

F. ESG data collection and reporting shall be conducted through the Homeless Management information System (HMIS) managed by the EscaRosa Coalition on the Homeless, Inc., or through a compatible system that can be linked or file shared in a manner that will efficiently supply ESG required data elements to the local HMIS.

G. Agency shall substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each ESG 2013 Direct Services Project client assisted under this Agreement. Failure of the Agency to properly document client eligibility will result in the Agency being required to reimburse the ESG fund for any and all ESG expenditures disbursed with respect to the ineligible client. Documentation shall include third party verification of homebuyer's income eligibility and compliance with requirements for limiting ESG assistance and services to Extremely Low income families. evidence of a client's basic need for ESG assistance, and all other eligibility information required by the County, NEFI, HUD or their duly authorized representatives, monitoring agents or auditors. Complete ESG client eligibility documentation is mandatory under this Agreement.

H. Agency shall utilize forms, policies, checklists, client intake application and characteristics forms, income verification procedures and forms, detailed expenditure tracking spreadsheets or forms, financial records management procedures and controls, and other methods to fully document:

1. all Project level activity costs (from initial client interview through final closeout of ESG financed activities).
2. detailed income eligibility of each person/family/client assisted in any manner with ESG 2013 Direct Services Project funds (per documentation requirements established herein).
3. eligibility of all ESG payments and services provided by the Agency for the benefit of ESG clients for Financial Assistance and/or Housing Relocation and Stabilization Services (per documentation requirements established herein).
4. delivery of initial and follow-up case management services to each eligible client within ESG required time parameters and outcomes/results produced.
5. proper utilization of all ESG 2013 Direct Services Project funds provided to the Agency, or on behalf of clients of the Agency, and, if utilized in conjunction with this Project or individual ESG clients, non-ESG funds on a per client basis.

I. 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 the cost of program services upon request by the County shall result in the termination of this Agreement.

IV. AGENCY INFORMATION

AGENCY:	CONTACT PERSON:
Name: Catholic Charities of NW Florida, Inc.	Name: Mark Dufva
Address: 11 N. B Street	Title: Executive Director
Pensacola, FL 32501	Phone: : 850-435-3518
	Fax: 850-436-6424
Federal ID #: 593213644	E-mail: dufvam@ptdiocese.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 shall provide the Contract Manager with an audit report showing the financial affairs of the Agency in accordance with Article XIV Section 14.4 of this Agreement. The audit period shall conform to the Agency's designated accounting year, and shall be prepared by an independent certified public accountant. Further, said audit shall specifically state that the Project activities financed hereunder were encompassed by the audit.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. Upon written request filed with the County by the Agency, Agency shall be entitled to an initial, one-time advance of ESG 2013 funds in the aggregate amount of \$7,500.00 in order to allow the agency to promptly initiate services and issue financial assistance payments to ESG 2013 Direct Services Project eligible clients. Said advance will be issued by the County upon submission of a written request by the Agency and approved by NEFI.

B. With the exception of the advance payment described in Section A above, all subsequent payments shall be provided on a reimbursement basis, not more often than

monthly. Reimbursement requests shall include costs incurred by the Agency for Rapid Re-Housing or Homeless Prevention Services for eligible clients. Requests shall be formatted in general conformance with the cost categories denoted in the **ESG 2013 Direct Services Project Budget Summary** included on page 19 of this Agreement. Agency must provide the required Monthly Report, as described herein, prior to or concurrent with the reimbursement request as a pre-requisite for the County (NEFI) to process each reimbursement requested. The Contract Manager shall review the documentation and within ten (10) days of receipt of the documentation NEFI shall provide written approval authorizing payment from ESG funds. Not more than one payment per month shall be issued by the County, unless there are extenuating circumstances that are approved in advance by the County (NEFI).

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 HPRP 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 HPRP Program 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 ESG 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 HPRP BUDGET CATEGORIES (Direct Services)

HPRP Budget Summary (Direct Services)			
	Rapid Re-Housing	Homelessness Prevention	Total Amount Budgeted
Financial Assistance	\$ 11,847.00	\$ 5,077.00	\$ 16,924.00
Services & Case Management	\$ 6,379.00	\$ 2,734.00	\$ 9,113.00
Subtotal (add previous two rows)	\$ 18,226.00	\$ 7,811.00	\$ 26,037.00

EXHIBIT II

CLIENT ELIBILITY INCOME LIMITS

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 11, 2012)

Income Level	1 person	2 people	3 people	4 people	5 people	6 people
30% AMI	\$12,150	\$13,850	\$15,600	\$17,300	\$18,700	\$20,100

**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 Reporting and Data Collection Requirements

I. MONTHLY STATUS REPORT

TO: ESCAMBIA/PENSACOLA ESG PROGRAM (2013 ESG)

FROM: CATHOLIC CHARITIES OF NORTHWEST FLORIDA, INC.

DATE: _____

PROJECT: ESG 2013 Direct Services Project

ESG REPORT # _____ for the month of _____, 201_____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL THE TYPES OF ASSISTANCE PROVIDED AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTICS FORM).

B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING CASE MANAGEMENT ASSISTANCE, THE AMOUNT OF ASSISTANCE THEY RECEIVED, AND CASE OUTCOMES.

C. PROVIDE ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

CATHOLIC CHARITIES OF NORTHWEST FLORIDA, INC.

II. FINANCIAL REPORT

ESG CONTRACT AMOUNT \$ 26,037.00

Expenditures: For the month of _____, 20____

LINE ITEM	COST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Note: use additional pages as needed.

Total Contract Amount: \$ 26,037.00

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 HPRP AND HMIS DATA STANDARDS AND REPORTING REQUIREMENTS

(MANDATORY)

Agency shall maintain and submit all ESG client, service delivery, financial and/or outcome reporting data elements as required by the ESG Program and specifically detailed on the HUD ESG website at the following links:

HMIS Data Standards – Revised July 2009 (link to document provided below)

http://www.hudhre.info/documents/HMISDataStandards_July2009.pdf

All required ESG data (required data elements) applicable to the ESG services 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

Catholic Charities of Northwest Florida, Inc.
(Insert Agency Name)

[Previous on List](#)[Next on List](#)[Return To List](#)

Entity Name Search

[Events](#)[Name History](#)

Detail by Entity Name

Florida Non Profit Corporation

CATHOLIC CHARITIES OF NORTHWEST FLORIDA, INC.

This detail screen does not contain information about the 2013 Annual Report.

[Click here to determine if a 2013 Annual Report has been filed.](#)

Filing Information

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Event Effective Date NONE

Principal Address

1000 W. GARDEN STREET
PENSACOLA FL 32502 US

Changed 03/27/2009

Mailing Address

1000 W. GARDEN STREET
PENSACOLA FL 32502 US

Changed 03/27/2009

Registered Agent Name & Address

SPARKS, KIMBERLY
1000 W. GARDEN STREET
PENSACOLA FL 32502 US

Name Changed: 01/20/2012

Address Changed: 01/20/2012

Officer/Director Detail

Name & Address

Title DIR

EMMANUEL, ROBERT
30 SOUTH SPRING STREET
PENSACOLA FL 32502

Title TREA

REMKE, ANDY
513 WINDROSE CIRCLE
PENSACOLA FL 32507

Title SEC

KNEE, DALE
5041 NORTH 12TH AVENUE
PENSACOLA FL 32504

Title PRES

NEUBAUER, MARGARET
608 SHORELINE DRIVE
PANAMA CITY FL 32404

Title VP

CARTER, JANE
9409 OCTAVIR LANE
NAVARRE FL 32566

Annual Reports

Report Year Filed Date

2010	04/21/2010
2011	02/08/2011
2012	01/20/2012

Document Images

01/20/2012 -- ANNUAL REPORT	View image in PDF format
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04/20/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
03/31/2003 -- ANNUAL REPORT	View image in PDF format
05/20/2002 -- ANNUAL REPORT	View image in PDF format
04/20/2001 -- ANNUAL REPORT	View image in PDF format
08/18/2000 -- Merger	View image in PDF format
05/30/2000 -- ANNUAL REPORT	View image in PDF format
03/05/1999 -- ANNUAL REPORT	View image in PDF format
08/25/1998 -- Name Change	View image in PDF format
03/06/1998 -- ANNUAL REPORT	View image in PDF format
04/01/1997 -- ANNUAL REPORT	View image in PDF format
03/29/1996 -- ANNUAL REPORT	View image in PDF format

EXHIBIT V

ESG Required Habitability Standards

ESG Housing Habitability Standards Inspection Checklist

Instructions: Please check if the property meets the criteria. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Instructions: Mark each statement as 'A' for approved or 'D' for deficient. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved or Deficient	Element
	1. <i>Structure and materials:</i> The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
	2. <i>Access:</i> The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
	3. <i>Space and security:</i> Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided with an acceptable place to sleep.
	4. <i>Interior air quality:</i> Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
	5. <i>Water Supply:</i> The water supply must be free from contamination.
	6. <i>Sanitary Facilities:</i> Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
	7. <i>Thermal environment:</i> The housing must have adequate heating and/or cooling facilities in proper operating condition.
	8. <i>Illumination and electricity:</i> The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
	9. <i>Food preparation and refuse disposal:</i> All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
	10. <i>Sanitary condition:</i> The housing and any equipment must be maintained in sanitary condition.
	11. <i>Fire safety:</i> Both conditions below must be met to meet this standard. <ul style="list-style-type: none"> a. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. b. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.

(Source: U.S. Department of Housing and Urban Development, Docket No. FR-5307-N-01, Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Grantees under the Recovery Act)

CERTIFICATION STATEMENT

I certify that I am not a HUD certified inspector and I have evaluated the property located at the address below to the best of my ability and find the following:

- ☐ Property meets all of the above standards.
- ☐ Property does not meet all of the above standards.

Therefore, I make the following determination:

- ☐ Property is approved.
- ☐ Property is not approved.

Case Name:

Street Address:

Apartment: City: State: Zip:

Evaluator's Signature: _____ Date:

Please Print. Name:

Supervisory (Agency) Approval (if required): _____

Please Print. Name:

EXHIBIT VI

PROGRAM RULES AND REGULATIONS

**Homeless Emergency Assistance and Rapid Transition to
Housing Act of 2009 (commonly known as the “HEARTH Act”)**

And

**Emergency Solutions Grant Program Regulations
found at 24 CFR Part 576**

**CERTIFICATION OF RECEIPT
Emergency Solutions Grant Program
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 Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the "HEARTH Act") and the accompanying HUD Emergency Solutions Grant Program Regulations found at 24 CFR Part 576. Agency agrees that additional amendments to said Notice or policy directives relating to said Notice 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 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 training as provided by HUD or HUD contractors. Agency has also been advised to review specific training materials and Program specific questions/answers relating to the activities to be implemented through this Agreement as provided through the following HUD ESG Website on a regular (at least bi-weekly) basis:

<http://www.hudhre.info/esg/index.cfm>

Agency stipulates herein that, I/We have reviewed the ESG information identified and the websites referenced above, and the I/We clearly understand the requirements which govern the ESG 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 HPRP 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 ESG services are limited to a specific income level and that such targeting is a mandatory requirement in carrying out this Agreement. 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. That portion of the ESG Notice dealing specifically with Eligible Activities and Eligible Participants is included in this Exhibit beginning on the following page.

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.

HPRP Participating Agency:

Catholic Charities of Northwest Florida, Inc.

By: _____
Mark Dufva, Executive Director

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: _____
Certifying Official: Mark Dufva, Executive Director

Date: _____

Agency: Catholic Charities of Northwest Florida, 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: Mark Dufva
Title: Executive Director

ESG 2013 Direct Service Agency
Project Name

Firm/Agency: Catholic Charities of Northwest Florida, Inc.
Street Address: 1815 N. 6th Avenue
Pensacola, FL 32503

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Catholic Charities of Northwest Florida, Inc. 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: Catholic Charities of Northwest Florida, Inc. Date: _____

Grant Program Name: ESG 2013 Direct Service Agency

Grant Number: E-13-UC-12-0022

Catholic Charities of Northwest Florida, 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:

1815 N. 6th Avenue
Pensacola, FL 32503

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 HPRP Project: _____

SIGNED: _____
Certifying Officer: Mark Dufva, Executive Director

Agency: Catholic Charities of Northwest Florida, Inc.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5068

County Administrator's Report 13. 33.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: BP Promotional Fund Grant Agreement Relating to Gulf Tourism and Seafood Promotional Fund

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the BP Promotional Fund Grant Agreement Relating to the Gulf Tourism and Seafood Promotional Fund - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the BP Promotional Fund Grant Agreement (Cost Center and Fund Account to be established by the Office of Management and Budget):

- A. Accept the BP Promotional Fund Grant Award, in the amount of \$171,150, and the Gulf Tourism and Seafood Promotion Fund Announcement and Application Narrative detailing the utilization of Grant funds for the period September 2, 2013, to December 31, 2014, for the Naturally EscaRosa Trail Project;
- B. Approve entering into the BP Promotional Fund Grant Agreement with Patrick Juneau, as Trustee and Claims Administrator of the Court Supervised Settlement Program, relating to the Gulf Tourism and Seafood Promotional Fund for the purpose of the University of Florida IFAS (Institute of Food and Agricultural Sciences) Extension to expand the promotion of the Naturally EscaRosa Trail;
- C. Authorize the Chairman to sign the BP Promotional Fund Grant Agreement; and
- D. Authorize the Interim County Administrator, or his designee, to sign any documents relating to the implementation of the BP Promotional Fund Grant.

[There is no budgetary commitment on behalf of the County. The Grant amount awarded is \$171,150 for the period September 2, 2013, through December 31, 2014. Of the Grant award, \$136,920 will be paid after signing and processing of the Agreement, and \$34,230 upon receipt and approval of the final report and submission of all of the deliverables. Department staff to coordinate with the Office of Management and Budget to establish a Cost Center and Fund Account relating to the Grant]

BACKGROUND:

On April 20, 2010, an explosion and sinking of the Deepwater Horizon oil rig occurred resulting in what is considered the largest accidental marine oil spill in the history of the petroleum industry. The spill had a strong economic impact to the Gulf Coast's economy to include fishing and tourism.

On June 26, 2010, BP announced and established the Gulf Coast Claims Facility (GCCF), a \$20 billion fund to settle claims arising from the Deepwater Horizon casualty. The fund was to be used for natural resource damages, state and local response costs, and individual compensation but could not be used for fines or penalties. The GCCF was administrated by attorney Kenneth Feinberg. On March 8, 2012, after BP and a team of plaintiffs' attorneys agreed to a class-action settlement, a court-supervised administrator, Patrick Juneau, took over administration.

As part of the Settlement Agreement, a \$57 million Gulf Tourism and Seafood Promotional Fund was established to promote tourism and the seafood industries in areas along the Gulf Coast impacted by the Deepwater Horizon Incident. In 2012, the first round of grants were awarded. The amount available for allocation in the final round of promotional grants was \$12,764,370. The grant award of \$171,150 to UF/IFAS Extension Escambia County is part of that allocation and will be used to further develop the original "Naturally EscaRosa" trail project by expanding and updating the Naturally EscaRosa website and brochure; printing and redistributing brochures; designing promotional banners and billboards, developing a smartphone "app" to put the map and contact information at the fingertips of visitors; and planning and conducting a 2.5-day Gulf Coast Ecotourism Conference.

BUDGETARY IMPACT:

There is no budgetary commitment on behalf of the County. The Grant amount awarded is \$171,150 for the period September 2, 2013, through December 31, 2014. Of the Grant award, \$136,920 will be paid after signing and processing of the Agreement, and \$34,230 upon receipt and approval of the final report and submission of all of the deliverables. Department staff to coordinate with the Office of Management and Budget to establish a Cost Center and Fund Account relating to the Grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Promotional Fund Grant Agreement was reviewed by Kristin Hual of the County Attorney's Office and approved as to form and legal sufficiency. Per paragraph 9.6, Dispute Resolution, Any and all claims, disputes and controversies arising under or relating to this Agreement that cannot be resolved by the Parties shall be determined solely in the Court, under Louisiana law without regard to its conflicts of law provisions. All Parties waive the right to a jury trial. In the Court's discretion, the prevailing Party in any dispute arising from this Agreement may be awarded reasonable attorney's fees.

PERSONNEL:

No impact to personnel in terms of monetary commitment from the County.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section II.A.6. requires approval of grants.

IMPLEMENTATION/COORDINATION:

The UF/IFAS Extension Escambia County Office will forward the Promotional Fund Grant Agreement to the Project Coordinator of the Deepwater Horizon Claims Center. UF/IFAS Extension will be responsible for coordinating efforts to implement the terms of the Grant Agreement.

Attachments

EXT-BP Grant Announcement and Application

EXT-BP Grant Agreement

Gulf Tourism and Seafood Promotional Fund

Purpose

As part of the Settlement Agreement, a \$57 million fund, the Gulf Tourism and Seafood Promotional Fund (“Promotional Fund”), has been established to promote tourism and the seafood industries in Gulf Coast areas impacted by the Deepwater Horizon Incident. In particular, one of the primary purposes of this Promotional Fund is for the support of programs directed to advertising, promotion and/or marketing which supports Gulf tourism and the seafood industries.

In 2012, the first round of grants was presented. The amount available for the final round of promotional grants is \$12,764,370.

Administration of the Fund

The Promotional Fund is administered and directed by the Claims Administrator, Patrick A. Juneau. Applications for Promotional Fund Awards shall be considered by a three-person panel, consisting of the Claims Administrator or his designee, a designee of Lead Class Counsel, and a designee of the BP Parties. The Claims Administrator and the panel may at times retain independent consultant(s) and/or expert(s) for advice with respect to the propriety or effectiveness of any award.

Eligible Applicants

Applications for Promotional Fund Awards may be submitted by public, quasi-public, non-profit or other entities or organizations located within the Gulf States. Each entity must have a separate federal tax ID Number.

Promotional Fund Award Applications

Applications for Promotional Fund Awards are to be submitted in writing to the following address:

Promotional Fund
DHECC Claims Administrator
P.O. Box 50939
New Orleans, LA 70150-0939

All Applications must be received no later than March 29, 2013.

Applications

All Applications shall contain the following:

- (1) A description of the content of the activities or projects which are being proposed and identification of the particular channels or media where the project will be utilized (“Project Narrative”)
- (2) A budget for the specific activities proposed (“Budget Narrative”); and
- (3) Information and documentation outlining the financial stability of the Applicant, such as tax returns, past grant awards received, financial statements of the organization, annual reports and other relevant materials.

Project Narrative: A successful award Applicant's Project Narrative should describe, inter alia, the organization's history and mission; the specific problem or challenge to be addressed; how the proposed project will address this issue; how funds will be used; how the Promotional Fund's financial support will be leveraged by support and resources from the organization or other sources; the physical location (if any) of the project; the geographic area and audience served; anticipated outcomes; any needs assessment that has been done; how to evaluate the project's success; and plans for long - term sustainability of the program.

Budget Narrative: Relevant documents for a Budget Narrative include, for example: (a) IRS letter documenting filing status / tax identification number; (b) most recent audited financial statement (if the most recent audited financial statement is not available, submit the most recent IRS Form 990); (c) current operating budget ; and (d) an itemized project budget with description of how funds will be spent.

Other / Miscellaneous

All Promotional Fund Awards shall be subject to periodic and/or final reporting to and auditing and/or review by the Claims Administrator, as deemed appropriate by the Claims Administrator.

Multiple Promotional Fund Awards may be awarded to the same Applicant; however, no more than \$500,000 per year combined may be disbursed *in toto* to any one Applicant.

In selection of recipients, special attention will be paid to the diversity, geographic and otherwise, of the Applicants.

New grant applications must be submitted to be considered eligible for this final round of grants. Past grant entities are eligible to apply. However, a new grant application must be submitted.

Questions concerning the application process may be directed to ngagliano@dheclaims.com

Gulf Tourism and Seafood Promotional Fund

Naturally EscaRosa: Promoting Ecotourism and Agritourism in Northwest Florida

Projective Narrative

Organization's History and Mission:

For nearly 100 years, the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) Extension has been enhancing and sustaining the quality of human life by making University research accessible to the public. UF/IFAS Extension is a federal-state-county partnership dedicated to developing knowledge in agriculture, human and natural resources, and the life sciences. UF/IFAS has a reputation for excellence in teaching and research on the University campus, which is extended into every community in the state through County Extension offices. This branch of UF/IFAS is typically referred to as "Extension," with "Extension Agents" tasked with carrying out educational programs.

Since inception, the Escambia County Extension Agents of UF/IFAS have translated research from the UF campus into useful instruction for members of the community, taking a highly engaging approach to learning. For example, natural resource agents lead clientele in kayaking trips over seagrass beds to teach them about coastal ecology, while the agriculture agent hosts a biannual farm tour for elected officials. Horticulture agents teach physically and intellectually challenged youth to grow vegetables in a wheelchair accessible garden, while 4-H youth learn legislative procedure at mock sessions in the state capital.

Customer service surveys performed in 2012 indicated 96% of residents who used Escambia County Extension were satisfied with their experience, and 90% of walk-in clientele said the information they received answered their questions or solved their problem. Annually, Escambia County Extension Agents train over 700 volunteers to further the reach of our educational efforts, with a total contribution (in 2012) of 54,035 hours valued at \$983,437. Individuals in our classes and workshops return to Extension time after time, due to the Agents' ability to utilize relationships with UF and local community members to provide targeted, science-based information through creative teaching methods. All of these efforts promote the advancement of agriculture, natural resources and sustainable economic development in Escambia County. Program area advisory committees, comprised of local citizens, assure that programs meet community needs. Public programs are open to all residents regardless of race, color, sex, religion, national origin or handicap. The Escambia County Extension office is a partnership between UF/IFAS and Escambia County Board of County Commissioners (BCC) and is a department within the local government system.

While we propose to house grant funds within Escambia County, Extension Agents in Escambia work very closely with neighboring Santa Rosa County Extension Agents. We share the Pensacola Bay watershed, our largest barrier island crosses county lines, agricultural producers often own land in both counties, and many citizens residing in Santa Rosa work in Escambia. Our existing "Naturally EscaRosa" project encompasses Escambia and Santa Rosa counties and therefore we will discuss both in this proposal.

Specific Problem to be addressed:

- Visitors to and residents of Escambia County are not aware of the wide variety of ecotourism and agritourism options available to them
- Businesses need to capitalize on their nature-based and/or agricultural tourism operations during the busy summer season and increase tourism during the traditionally "slow" times of the year

Escambia and Santa Rosa counties, located in the extreme northwestern portion of Florida, have had successive setbacks to economic development by hurricanes Ivan and Dennis in 2004-2005, followed by the economic downturn of 2008 and the oil spill of 2010 (bed tax revenue fell 42% for Pensacola Beach and 46% for Perdido Key that year). Local businesses, particularly those catering to vacationers and seasonal residents, suffered considerably due to actual and perceived damage from the oil spill to local beaches, landscapes, and waterways.

While the Gulf beaches still draw most visitors during the summer, many of the beach businesses hire temporary staff for the peak season, resulting in layoffs and unemployment during other times of the year. Escambia and Santa Rosa Counties have miles of waterways, hiking areas, and publicly accessible working farms that support local ecotourism and agritourism businesses. Because the ideal times for wildlife observation and agricultural operations are often during the spring and summer, an increase in this industry is a sustainable way to enhance year-round employment. In addition, the promotion of these facilities will drive up their profile for locals and help make the two-county area better known for amenities outside of our famous beaches. Even during the summer season, visitors often need some alternatives to the beach in case of bad weather, jellyfish, rip currents, sunburns, etc.

In 2009, a partnership of local Escambia and Santa Rosa Extension Agents, tourism development staff, and business owners created a website and map-based brochure called “Naturally EscaRosa” to highlight the additional attractions the area offers

(http://escambia.ifas.ufl.edu/naturally_EscaRosa/naturally_EscaRosa_destinations.htm). The site and brochure include a list of 48 local businesses and attractions, along with a narrative of each destination’s unique offering to visitors and contact information including links to web pages. Five thousand hard copies of the brochure/informational map were placed in local visitor’s centers, the tourist development council, tourism locations listed in the brochure, and Escambia and Santa Rosa Extension offices. Since its creation in 2007, the Naturally EscaRosa website has received 176,971 hits, averaging about 35,000 per year. We would like to increase visibility and visits to this website to promote these businesses. At least 12 businesses participating in the Naturally EscaRosa project have reported increased traffic to their locations due to the development of the website and brochure, with customers stating they found the business on the website. In the past 4 years, many ecotourism and agritourism businesses have been created, and information needs to be updated in the web and hard copy versions of the brochure. If we receive funds from this grant opportunity, we would like to expand and update this project along with holding several networking sessions and a conference on local tourism.

How the Proposed Project will address this issue:

We propose to further develop the original “Naturally EscaRosa” project by:

- **Expanding and updating the Naturally EscaRosa website and brochure, fund printing and redistribution of the brochures, and design promotional banners and billboards. At the same time, we would develop a Naturally EscaRosa smart phone “app” to put the map and contact information at the fingertips of visitors.**

Updating the “Naturally EscaRosa” website and brochure entails adding at least a dozen new businesses and current information plus an interactive GIS map to help visitors create a driving map of their destinations. The improved map will continue to encompass the entirety of the two-county area, from marine environments to upland hardwood forests and river ecosystems along the county borders. The smart phone app will direct users to a mobile version of the website that can tie into their phone’s map feature and allow them to locate agri/ecotourism sites and navigate to them. Smart phones are nearly ubiquitous and we believe the app will be extremely useful to visitors.

Hard copies of the brochure will be distributed at visitor’s centers, hotel/condo lobbies, area restaurants and businesses. We will work with the local tourism development councils to determine best placement. We will

also create 100 educational banners for display at public government buildings and community centers, condominiums, hotel lobbies, and restaurants from Perdido Key to Navarre that direct visitors to the Naturally EscaRosa website and app.

- **Scaling up a successful nature based and agricultural tourism project with networking opportunities and an annual professional development conference.**

We plan to create an agri/ecotourism advisory board to improve partnerships between local businesses and hoteliers to improve awareness of the diversity of ways to experience northwest Florida. At least five ecotour operators have indicated interest in working with us on this project, along with the manager of multiple Gulf-front properties. The board would assist us with planning several seasonal networking opportunities to link the hotel and hospitality industry to local tour operators to increase awareness of local ecotourism and agritourism businesses.

In addition, we plan to host a two-day Gulf Coast Ecotourism conference for those involved in the industry. The conference would focus on economic development, creating and developing small businesses, and highlighting the relationship between ecosystem health and that of Florida residents and visitors. Sessions would also include training on local cultural and natural history, including the Extension-led Florida Master Naturalist Program (FMNP). Participants will also be introduced to the Florida Society for Ethical Ecotourism (Florida SEE), which certifies businesses and promotes them on statewide websites. The conference will also include tours to area ecotourism and agritourism operations. We believe the 2½ day training, held at a local ecotourism business, will help build relationships between the hospitality industry, small business owners, and Extension, resulting in increased economic growth.

Escambia and Santa Rosa natural resource and agriculture agents are currently assisting with planning, organizing, and publicizing two national meetings for over a thousand Extension professionals to be held in Mobile, Alabama (one hour away) in 2013 and 2014, therefore we have the experience and contacts to coordinate the Gulf Coast Ecotourism professional development meeting.

How funds will be used:

1. To fund the Ecotourism Conference (travel for participants, lodging, food)
2. To update the website, brochure, and develop the smartphone app
3. To create permanent marker signs to publicize individuals as part of the larger Naturally EscaRosa trail
4. To print the promotional banners and brochures
5. To fund the hospitality industry networking sessions
6. To advertise the website via print materials, billboards, and smaller promotional items
7. Administrative management of grant
8. Electronic equipment (Two iPads, projector for meetings)

How the Promotional Fund's financial support will be leveraged by support and resources from the organization and other sources:

Due to the established relationships between local businesses, Extension, and the Naturally EscaRosa website, we already have a solid framework from which to move forward. We can quickly leverage financial support by exponentially increasing the number of individual business websites and locations that can link to the Naturally EscaRosa site as well as distribute brochures. Through UF/IFAS Extension, we have statisticians who will help us to gauge and evaluate the success of project, economists to assist with business development, and graphic artists with IFAS Communications to develop professional quality materials. Each of the five Extension agents involved will contribute a significant percentage of their time towards working on this project.

Additionally, a local nonprofit, Three Rivers Resource Conservation and Development Council, Inc. (Three Rivers RC & D <http://trrcd.com/>), which funded the original Naturally EscaRosa brochures, has already committed a \$2,000 match towards the project.

The physical location (if any) of the project:

Escambia and Santa Rosa County, Florida

The geographic area and audience served:

Local residents and business owners in the Florida Panhandle and south Alabama, along with visitors to northwest Florida from the United States and abroad.

Anticipated Outcomes:

1. Increased traffic to local ecotourism and agritourism businesses, particularly during the fall and spring
2. Increased local and out-of-area awareness of existing businesses
3. New business creation tailored to serving the needs of visitors
4. Improved relationships between hospitality industry and tour operators
5. Increase professional development opportunities for agri/ecotourism businesses

Needs Assessment

In the May 2012 report (attached) entitled, “What Does Tourism Mean to the Local Economy? A Report of the Budget Subcommittee of the Tourism Administration and Convention Committee (TACC)” was completed in cooperation with the University of West Florida, The Pensacola Visitor Information Center, and the Pensacola Bay Area Chamber of Commerce. Highlights of the report include:

- Tourism plays a critical role in the economy of Escambia County by increasing employment, personal income, and the gross regional product. New residents to the area are seeking the same quality of life that tourists enjoy thus sustaining the investment in tourism over time.
- Tourists currently generate about \$0.5 billion dollars in revenue each year, helping to financially support public works projects and reducing this burden on local tax payers.
- Industrial and government jobs have slowly been removed from the area leaving a lower income community base. Leisure and hospitality jobs have increased 55% over the last 10 years as compared to 17% for other jobs; thus is a strong candidate for future jobs in this area.

Conversations with existing and recent start-up tour operators indicate they actively market their businesses, but agree a unified approach to increasing awareness of all the options in the two-county area would be extremely beneficial to their industry. The more integrated the Naturally EscaRosa website can be with private industry sites, the more traffic generated and the more effective the marketing campaign.

According to the July 2012 issue of NOAA’s “Coastal Services” magazine, a similar effort in south Alabama known as “Alabama’s Birding Trail,” generated more revenue than golf, yielding a 300% increase in tourists visiting the area for wildlife viewing.

How to evaluate the project's success:

We will use three methods to measure the success of this project. One will be to monitor the number of contacts made on the “Naturally EscaRosa” website and the number of app downloads, and the second will be to develop an online survey tool that will be sent to participating ecotourism businesses each year. This survey tool will address the number of visitors patronizing participating businesses and determine how they learned about these businesses. We will develop this survey with the help of social scientists from the UF/IFAS. In addition, we will survey participants of the networking sessions and ecotourism conference to determine how useful they found the events and what actions they have taken based on the information learned.

Plans for long-term sustainability of the program:

To sustain this project into the future we plan to conduct an annual Ecotourism Conference. Participation for the inaugural year will be funded by stipends, but future participation will be based on paid voluntary registration. We would like to continue hosting ecotourism networking sessions and/or tours every other year, seeking sponsorships from successful businesses and area hotels. Because the website work will be done by fellow IFAS employees, we can update the Naturally EscaRosa website annually to include new agri/ecotourism ventures, while the app is under a 5-year maintenance contract. Our partner, Three Rivers R C & D, has been generous with providing funds for reprints of new brochures and we believe will continue to assist with the project once grant funds are expended. The Escambia and Santa Rosa County Extension offices will continue hosting professional development programs for business owners to improve their knowledge of local history, agriculture, and/or natural resources.

Budget Narrative

For the purpose of this grant, the Escambia County BCC will be the agency to hold the grant proceeds and will be responsible for management of the account. Escambia County Extension is a department under the Escambia County Board of County Commissioners. Included in this budget narrative is a link to the most recently audited financial statement (that is 300 plus pages long) for the Escambia County Board of County Commissioners and the current operating budget for Escambia County Extension. Escambia County Board of County Commission IRS Tax Identification Number: 59-6000598

Most Recently Audited Financial statement:

http://www.escambiaclerk.com/clerk/forms/cafr/Audit_Report_2011.pdf

UF IFAS Escambia County Extension Current Operating Budget

FUND:	General				DEPARTMENT:			Community & Environment							
General Government				DIVISION:			County Extension Service								
ACTIVITY	Finance and Administrative				COST CENTER:		County Extension Service								
					Actual			Adopte d			Proposed			Adopte d	
Account	Title				FY 10-11			FY 11- 12			FY 12-13			FY 12- 13	
51101	Executive Salaries			\$	0		\$	0		\$	0		\$	0	
51201	Regular Salaries & Wages				350,735			356,695			366,449			371,449	
51301	Other Salaries & Wages				0			0			0			0	
51401	Overtime				0			0			0			0	
51501	Special pay				0			0			0			0	
52101	FICA Taxes				21,522			27,286			28,033			28,033	
52201	Retirement Contributions				26,511			19,174			20,728			20,728	
52301	Life & Health Insurance				35,126			42,500			42,500			42,500	
52401	Workers' Compensation				2,659			2,860			3,502			3,502	
52501	Unemployment Compensation				0			0			0			0	
	PERSONNEL COSTS				436,552			448,515			461,212			466,212	

53101	Professional Services	0		2,500		1,775		1,775
53201	Accounting & Auditing	0		0		0		0
53301	Court Reporter Services	0		0		0		0
53401	Other Contractual Services	443		600		600		600
53501	Investigations	0		0		0		0
53601	Pension Benefits	0		0		0		0
54001	Travel & Per Diem	663		800		800		800
54101	Communications	4,428		3,800		4,500		4,500
54201	Postage & Freight	0		300		100		100
54401	Rentals & Leases	0		0		0		0
54501	Insurance	0		0		0		0
54601	Repair & Maintenance Services	8,656		10,550		10,550		10,550
54701	Printing & Binding	0		50		50		50
54901	Other Current Charges & Obligations	31		200		50		50
55101	Office Supplies	4,037		6,500		6,115		6,115
55201	Operating Supplies	15,461		5,475		5,500		5,500
55401	Books, Publications, Subscriptions & Memberships	989		1,125		1,125		1,125
55501	Training & Registrations	285		50		400		400
55801	Bad Debt	0		0		0		0
55901	Depreciation	0		0		0		0
	OPERATING COSTS	34,994		31,950		31,565		31,565
56101	Land	0		0		0		0
56201	Buildings	0		0		0		0
56301	Improvements Other Than Buildings	0		0		0		0
56401	Machinery & Equipment	1,420		0		0		0
56501	Construction in Progress	0		0		0		0
56601	Books, Publications & Library Materials	0		0		0		0
	CAPITAL OUTLAY	1,420		0		0		0
57101	Principal	0		0		0		0
57201	Interest	0		0		0		0
57301	Other Debt Service Costs	0		0		0		0
	DEBT SERVICE	0		0		0		0
58101	Aids to Governmental Agencies	0		0		0		0
58201	Aids to Private Organizations	0		0		0		0
58301	Other Grants & Aids	0		0		0		0
	GRANTS AND AIDS	0		0		0		0

59101	Transfers		0		0		0		0
59801	Reserves		0		0		0		0
	NON-OPERATING COSTS		0		0		0		0
	TOTAL BUDGET	\$	472,966	\$	480,465	\$	492,777	\$	497,777
	RESOURCES								
	General Fund Revenues	\$	472,966	\$	480,465	\$	492,777	\$	497,777
	TOTAL REVENUES	\$	472,966	\$	480,465	\$	492,777	\$	497,777

Itemized Project Budget with description of how funds will be spent:

Project	Item	Description	Cost per unit	Cost
Development of the Naturally EscaRosa app, redesign of the website, brochure and promotion of the site	Smartphone/Tablet app	Creation of a mobile phone/tablet app for the Naturally EscaRosa website, including a 5-year maintenance contract	\$15,000	\$15,000
	Photographer	Photographer would be responsible for visiting each location listed on the Naturally EscaRosa trail to take pictures and document the attraction of the particular site. This would be a yearlong assignment because some of the sites are open only seasonally. Photographer would provide all of the edited, high resolution images in an electronic format on separate CD's for each location. If requested by the ecotourism/agritourism site, the Extension office will provide a copy of the CD for the location.	\$8,500	\$8,500

	Redesign and development of the Naturally EscaRosa Brochure	UF IFAS Information and Communication Services designers will develop an updated version of the Naturally EscaRosa brochure, utilizing digital images from the photographer and input from Extension agents.	40 billable hours @ \$30 per hour	\$1,200
	Redesign of the Naturally EscaRosa website	IFAS Communications Services	120 billable hours at \$30 per hour	\$3,600
	Reprinting of the Naturally EscaRosa signs	This metal sign is a 24 inch by 30 inch sign used at ecotourism/agritourism sites to show that they are part of the Naturally EscaRosa trail. Cost is minimal because it is done in-house by the County Facilities Department	70 signs @ \$35 each	\$2,450
	iPads	Two iPads with 2 year internet/connectivity subscription to use when agents are visiting the ecotourism/agritourism sites and for use during trainings. Because most of the sites are in areas where there is no wireless connectivity, having internet capability would greatly help the agents' productivity.	Two iPads @ \$730 each, Two 2-year long subscriptions for internet access @ \$2,400	\$3,860
	Printing of Brochures	Printing of 10,000 Naturally EscaRosa Brochures (5 year supply based on distribution of 2,000 annually)	10,000 brochures at \$2.15 each=\$21,500. Three Rivers RC and D will help support the printing with a donation of \$2,000.	\$19,500
	Local billboards	Billboards will highlight seasonal activities to be found on the Naturally EscaRosa trail	24 billboards @ \$300 each	\$7,200

Networking opportunities for agri/ecotourism operators and members of the hospitality industry (two, held in spring and fall)	Meeting space rental	Large meeting space with breakout rooms	2 @ \$500	\$1,000
	Promotional giveaways (will also be used at Ecotourism Conference)	Naturally EscaRosa logo items (recyclable tote with a water bottle, beach towel, USB drive, and Frisbee)	300 filled totes @ \$15 each	\$4,500
	Catering	Meal for 200 people	\$25/person for 200	\$5,000
Promotional banners	Development of Naturally EscaRosa banner	Banners will be displayed at county/city buildings, condos, hotel lobbies, and popular restaurants from Perdido Key to Navarre. The banners will include photos of destination sites, a short explanation of the program, contact information and a QR code linked to the website and app	100 banners @ \$200 each	\$20,000
Gulf Coast Ecotourism Conference: This 2.5 day conference will include presentations on business development, insurance/liability concerns, natural resource education, hands-on demonstrations, and field trips	Stipend for 60 participants	This will cover travel, lodging, and meals for the conference speakers and participants. To encourage participation, the first year will be free for registrants. We hope to make this an annual meeting with a registration fee.	60 participants @ \$500 per person	\$30,000
	Advertising	Promote conference to ecotourism businesses around the region	Purchase newspaper & magazine ads	\$8,000
	Entrance Fees	Participants will visit and participate in activities at Naturally EscaRosa sites. Fees to cover admittance and rental of equipment.	60 participants at \$75 per person	\$4,500
	Tour vans	Vans will be used to transport participants to and from conference site to other ecotourism locations spanning from the coastal Gulf to pine and hardwood forests	Four 15 passenger vans, rented for 3 days at \$70 each. Fuel, \$400	\$1,240
	Notebooks, Reference Materials, and Printing	Notebooks and reference material for participants	60 participants at \$85 per person	\$5,100

	Administrative costs for grant	Office and travel expenses for managing grant and installing signs, meetings with tour operators, etc.	Account management, travel, office supplies, and print budget	\$15,000
	High definition projector	For use in presentations and smaller planning meetings	\$2,000	\$2,000
Fiesta Five Flags Events and other local festivals	Booth space	To promote the Naturally EscaRosa Trail, setting up an exhibit and a booth with promotional materials and design elements of the trail.	\$4,000	\$4,000
Travel to national conference that focuses on development of Ecotourism/ Agritourism	Registration, travel, hotel, and per diem for five Extension agents	Registration, travel, hotel, and per diem for five Extension agents to a national conference that focuses on ecotourism/agritourism to help continue the process of building stronger alliances and more sites within the western panhandle of Florida.	Five agents at \$1900 each	\$9,500
			Total Requested	\$ 171,150

Dear Grant Recipient:

Congratulations on your Promotional Tourism Grant and we look forward to many positive results as you put these funds into the promotion of your organization and the Gulf Coast.

In this packet, you will find your contract, a W-9 Form, a contact information sheet, a quarterly report, a final report and a self-addressed return envelope.

The procedures will be as follows:

1. Review and complete the contract and sign at the appropriate place.
2. Complete the W-9 Form
3. Complete the Contact Information Sheet
4. Return all of the signed documents in the enclosed envelope.

Upon receipt of your documents, we will process the initial payment.

As part of the agreement, we will require a quarterly progress report and a final report. These have been included in your packet for your convenience.

The quarterly reports will be due December 31, 2013; April 15, 2014; July 15, 2014; October 15, 2014 and the final report due December 31, 2014, along with all of the deliverables as outlined in Schedule 1 of your contract.

The distributions have been set to be funded at 80% initially and the remaining 20% when the project is completed and the deliverables submitted. However, if your project is completed during the course of the year, please send a final report and submit all of the deliverables as outlined in Schedule 1 of your contract and we will fund the remaining balance.

If you have any questions or need further information, please email Nick Gagliano at ngagliano@dheclaims.com.

Again, congratulations and we look forward to your success.



Nick Gagliano
Project Coordinator

PROMOTIONAL FUND GRANT AGREEMENT

This Promotional Fund Grant Agreement (this "Agreement") is entered into by Escambia County Board of County Commissioners ("Grantee"), with offices at 221 Palafox Place, Suite 400, Pensacola, FL 32502; Patrick Juneau, as Trustee (the "Trustee") of the Settlement Trust as further defined below (the "Settlement Trust"), and as Claims Administrator of the Court Supervised Settlement Program (the "Claims Administrator"); and solely for the purposes of taking cognizance and approving the terms of this Agreement, BP Exploration & Production Inc. ("BP Exploration") and Lead Class Counsel.

RECITALS

WHEREAS, BP Exploration, a Delaware corporation and certain of its affiliates (collectively "BP") have been named as defendants in *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (the "MDL Litigation");

WHEREAS, BP and the Economic Class Representatives, individually and on behalf of the Economic and Property Damages Settlement Class, by and through Lead Class Counsel entered into an Economic and Property Damages Settlement Agreement ("Settlement Agreement") dated April 18, 2012, and amended May 1, 2012, for the purpose of settling all Released Claims against the Released Parties, including BP;

WHEREAS, the United States District Court of the Eastern District of Louisiana (the "Court") has preliminarily approved the Settlement Agreement by Order dated May 2, 2012 (the "Preliminary Approval Order," as further defined below);

WHEREAS, on May 4, 2012, BP, Lead Class Counsel, the Trustee and J.P. Morgan Trust Company (the "Directed Trustee") entered into the *Deepwater Horizon* Economic and Property Damages Trust Agreement (the "Trust Agreement") creating the Settlement Trust;

WHEREAS, the Settlement Trust is intended to meet the requirements of a qualified settlement fund within the meaning of section 468B of the Internal Revenue Code of 1986, as amended from time to time, and section 1.4688-1(c) of the Treasury Regulations promulgated thereunder;

WHEREAS, the Settlement Trust's purpose is to establish a mechanism to pay Settlement Payments (as defined in the Settlement Agreement) and the costs of administering the Settlement Program (as defined in the Settlement Agreement) in accordance with the terms of the Settlement Agreement and the Trust Agreement.

WHEREAS, the Trustee has the power, pursuant and subject to the terms of the Settlement Agreement and the Trust Agreement, to make distributions from the funds held by the Settlement Trust subject to the terms and conditions thereof; and

WHEREAS, Grantee desires to obtain funds for promotional services as described on attached Schedule "1";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

AGREEMENT

1. Definitions.

The following words and phrases have the meanings indicated. Other words and phrases appearing in capital letters throughout this Agreement shall have the meanings they are given with their first operative use. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Settlement Agreement and/or the Trust Agreement.

- 1.1 Applicable Law: means all applicable local, state and federal laws, rules and regulations.
- 1.2 Claims Administrator: has the meaning ascribed to it in the Settlement Agreement.
- 1.3 Individual: means a natural person.
- 1.4 Lead Class Counsel: means the lawyers appointed by the Court to represent the Class of Claimants.
- 1.5 Settlement Trust: means the qualified settlement trust fund established pursuant to that certain *Deepwater Horizon* Economic and Property Damages Trust Agreement, dated May 4, 2012, among BP, Lead Class Counsel, the Claims Administrator, and the Directed Trustee.
- 1.6 Parties: means the Settlement Trust, the Claims Administrator, Grantee, BP and Lead Class Counsel. BP and Lead Class Counsel are only made Parties to this Agreement for the purposes of taking cognizance and approving the terms of this Agreement.
- 1.7 Preliminary Approval Order: means the Order entered by the Court on May 2, 2012 granting preliminary approval of the Settlement Agreement.

2. Scope of Services.

- 2.1 Services. The general scope of the services to be furnished by Grantee shall be those described on attached Schedule "1".
- 2.2 The Services shall be provided in strict accordance with the terms of the Settlement Agreement, the Preliminary Approval Order, a final approval order (if one is entered) and in compliance with Applicable Law.

3. Grant Award.

- 3.1 Amount of Grant. Subject to the terms and conditions of this Agreement, and contingent upon sufficient funding of the Settlement Trust by BP, the Settlement Trust agrees to award to Grantee up to \$171,150.00_ for the period September 2, 2013 to December 31, 2014. The Grant shall be payable as follows:

\$136,920.00 after signing and processing of the contract.

\$34,230.00 upon receipt and approval of the final report and submission of all of the deliverables outlined in Schedule 1.

- 3.2 **Documentation.** Grantee shall submit to the Claims Administrator all documentation as further described in Paragraph 3.3 within ten (10) days before the beginning of each calendar quarter, or more frequently as the Claims Administrator may require. The Claims Administrator shall review Grantee's documentation and if acceptable, authorize the next Grant payment. In the event that any documentation is deemed not acceptable by the Claims Administrator, Grantee shall be notified in writing of such deficiencies within ten (10) days of submission of the documentation.
- 3.3 **Reporting.** Grantee will provide reports to the Claims Administrator at least quarterly, within ten (10) days before the beginning of each quarter, or more often as the Claims Administrator may require, in which it will report, for the preceding quarter the following: a updated list of services and deliverables as outlined on Schedule 1. The Claims Administrator may distribute such reports as it deems appropriate. In addition, Grantee may be required to provide additional reports as may further be defined by the Claims Administrator in writing.
- 3.4 **Ownership of Documentation.** All records, reports, documents and other material delivered or transmitted to Grantee by the Claims Administrator shall remain the property of the Claims Administrator, and shall be returned by Grantee to the Claims Administrator, at Grantee's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Grantee in connection with the performance of the Services contracted for herein shall become the property of the Claims Administrator, and shall, upon request, be returned by Grantee to the Claims Administrator, at Grantee's expense, at termination or expiration of this Agreement.
- 3.5 **Audit Rights.** Grantee will provide to the Claims Administrator copies of its audit reports, if and when requested to do so by the Claims Administrator. In addition, the Claims Administrator or its authorized representatives may, at any time on reasonable notice, audit the operation of Grantee in relation to the activities undertaken pursuant to this Agreement.
- 3.6 **Payment in Full.** The Grant payments made hereunder are and shall be deemed to constitute "payment in full" for any Services performed by Grantee.
4. **Term.**
- 4.1 This Agreement is effective as of 12:01 a.m. Eastern Standard Time on September 2, 2013 (the "**Effective Date**") and its term shall end on December 31, 2014 (the "**Expiration Date**"), unless terminated on a different date in accordance with Paragraph 4.2 or as otherwise agreed by the Parties.
- 4.2 Grantee shall be authorized to perform the Services as further defined in Schedule "1" to this Agreement starting on the Effective Date, through and including the earlier of the date that: (1) the Court denies the Parties' motion for final approval of the Settlement Agreement; (2) the reversal on appeal of a Court order granting final approval of the Settlement Agreement; (3) the Court enters an Order closing the proposed Court Supervised Settlement Program; (4) Grantee is terminated by the Claims Administrator with at least **thirty (30)** days written notice before the end of any quarter, which the Claims Administrator shall have the right to do with or without cause (collectively, "**Termination Events**"); or (5) the Expiration Date. As used herein,

“cause” shall include, without limitation, the following: (i) the failure of Grantee to perform the Services in accordance with the requirements of this Agreement, (ii) the breach by Grantee of any other obligations under this Agreement, which breach is not cured within ten (10) days of written notice thereof, (iii) the commission of any act or any omission involving gross negligence, fraud, or other intentional or willful misconduct by Grantee, and (iv) any other violation of a statute, regulation, order, decree or court requirement or other Applicable Law by Grantee.

5. [Intentionally Omitted]

6. Representations and Warranties.

Grantee represents, warrants and covenants that: (i) it has the power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution, delivery and performance of this Agreement does not violate or conflict with any other agreement to which Grantee is a party or by which it is bound; (iii) Grantee has not previously entered into any agreement that would restrict Grantee in the performance of the Services; (iv) Grantee shall comply with all Applicable Law in performing its obligations under this Agreement; (v) Grantee shall use commercially reasonable efforts to verify that each of its employees performing Services is legally entitled to work in the United States and has all necessary visas and work permits; (vi) Grantee has the capacity and resources to perform the Services; (vii) all Services shall be performed by qualified personnel in a timely, professional and workmanlike manner in accordance with generally accepted industry practices; (viii) Grantee is either a governmental entity political subdivision of a governmental entity, or is recognized by the Internal Revenue Service (the “IRS”) as a public charitable organization under sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code, and will inform the Claims Administrator immediately of any changes in, or IRS proposed or actual revocation (whether or not appealed) of such tax status; and (ix) all Grant funds shall be used only for the purposes described herein.

7. [Intentionally Omitted]

8. [Intentionally Omitted]

9. Miscellaneous.

9.1 Subcontracting. Notwithstanding any provision in this Agreement to the contrary, Grantee shall not subcontract any of its obligations under this Agreement to any third party unless approved in writing by the Claims Administrator.

9.2 Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the Parties and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that, unless otherwise provided in this Agreement, the obligations of the Parties under this Agreement may not be delegated nor shall any rights be assigned or transferred, including by merger, reorganization, change of control, acquisition or sale of all or substantially all of its assets or business or otherwise (including, without limitation, by operation of law) (collectively a “Sale Transaction”), by a Party without the other Parties’ prior written consent.

9.3 Compliance with Laws. Grantee and its respective employees and agents shall comply with all Applicable Law in performance under this Agreement.

- 9.4 **Tax Responsibility.** Grantee shall be responsible for the payment of any taxes that might be due from or assessed on any of the Grant funds received under this Agreement.
- 9.5 **Maintenance of Books and Records.** In order to implement and effectuate the audit rights of the Claims Administrator as described in Paragraph 3.5, Grantee shall maintain its books and records and other documents pertaining to the use and disposition of the grant funds received and to the Services rendered under this Agreement, for a period of at least three (3) years after the Termination Date.
- 9.6 **Dispute Resolution.** Any and all claims, disputes and controversies arising under or relating to this Agreement that cannot be resolved by the Parties shall be determined solely in the Court, under Louisiana law without regard to its conflicts of law provisions. All Parties waive the right to a jury trial. In the Court's discretion, the prevailing Party in any dispute arising from this Agreement may be awarded reasonable attorney's fees.
- 9.7 **Complete Agreement.** This Agreement and any exhibits, together with any addenda, set forth the entire agreement of the Parties with respect to Services hereunder, and any prior or contemporaneous promises, conditions or understandings are superseded and/or replaced with this Agreement.
- 9.8 **Modification.** No provision of this Agreement may be changed unless the change is set forth in a written amendment to this Agreement signed by the Parties.
- 9.9 **No Waiver.** If a Party waives compliance with any term or condition of this Agreement, it shall be not deemed a waiver of any other right, nor to permit less than strict compliance with any term or condition on any future occasion.
- 9.10 **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the law of the State of Louisiana without reference to its conflict of laws principles. To the extent that any provision is found to be unenforceable or invalid, then such provision shall be ineffective only to the extent of such unenforceability or invalidity, and shall not affect the enforceability or validity of any other provision of this Agreement.
- 9.11 **Notices.** All notices and correspondence required to be given by this Agreement shall be delivered by hand or certified mail, return receipt requested and postage pre-paid, or by a nationally recognized courier service, or by facsimile transmission, and be addressed as follows:

If to Claims Administrator and/or Settlement Trust:

Patrick Juneau
935 Gravier St.
Suite 1905
New Orleans, LA 70112
Phone: 504-264-9740

Fax: 504-264-9746
Email: mjj@dheclaims.com

If to Grantee:

Pamela H. Allen, Escambia Extension

3740 Stefani Road

Cantonment, FL 32533-7792

Phone: 850.475.5230

Fax: 850.475.5233

Email: pha@ufl.edu

- 9.12 Counterparts. This Agreement may be executed in one or more counterparts which taken together shall constitute one single agreement between the Parties.
- 9.13 Independent Contractors. Grantee is an independent contractor. No Party to this Agreement is an agent, representative, joint venturer, or partner of any other Party. No Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, any other Party. Each Party shall bear its own costs and expenses in performing the Agreement. Grantee shall be responsible for the payment of all fees, wages and/or salaries payable to Grantee personnel and for providing Grantee personnel with any fringe benefits to which they are entitled by reason of being an employee or contractor of Grantee. Grantee shall comply, at its expense, with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal social security law, the Fair Labor Standards Act and all other applicable federal, state and local laws and regulations relating to terms and conditions of employment required to be fulfilled by employers. Grantee shall comply with all applicable occupational health and safety laws, standards and requirements pertaining to the Services, including, but not limited to, OSHA standards and analogous state standards for work performed under this Agreement.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the Parties have caused this Agreement which shall be effective on the date first above-written, to be executed on their behalf by the undersigned duly authorized individuals.

Settlement Trust
By:

Signature

Patrick Juneau
Printed Name

Trustee
Printed Title

Date

Grantee:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: Kristen Hual
Title: ACA
Date: 9/19/13

Claims Administrator
By:

Signature

Patrick Juneau
Printed Name

Claims Administrator
Printed Title

Date

Schedule 1

Description of Services

The University of Florida will expand the promotion of the Naturally EscaRosa Trail through a redesigned website, mobile app, two-day agri-eco-tourism conference and booth space at the Fiesta Five Flags and other festivals.

Promotion

1. Submit a finalized promotional and advertising plan including specific marketing venues, run dates and flight times. The plan shall include a narrative on the marketing venues and provide detailed information such as publications, broadcast venues and online advertising.
2. Submit original copies or tear sheets of print ads with information on publication and run date.
3. Submit screen shots of the redesigned website with enhanced visitor information through the Naturally EscaRosa app.
4. Submit screen shots of all online advertising and email blast, newsletters and promotions.
5. Submit screen shots illustrating the use of social media and visitor engagement, including blogs, comments and Likes.
6. Submit photographs of billboards, with a description of the billboard location.
7. Submit photographs of the Naturally EscaRosa promotional banners, with a brief description of where the banners are located.
8. Submit photographs of the reprinted signs located along the Naturally EscaRosa trail, with a brief description of the site that the sign is marketing.

Collateral Materials

1. Submit an original copy of the updated Naturally EscaRosa brochure and provide information on the distribution system for the brochure.
2. Submit an original printed copy of the conference notebook and conference materials.

Events

1. Submit a schedule of the events for the two-day Gulf Coast Ecotourism conference, including dates, entertainment line-up/seminars and other activities.
2. Submit a schedule of the hospitality industry networking sessions, to include dates, location and number of attendees, with a brief description of the event and the resulting outcome.
3. Submit photographs of the Naturally EscaRosa booth and its participation at the Fiesta Five Flags and other local festivals, with a brief description of the event, number of people attending and a listing of collateral materials and/or promotional items handed-out.
4. Submit photographs of the events to include entertainment, attendees, booths and other event components.

Publicity

1. Submit original copies of news releases distributed to promote the event.
2. Submit original copies of articles printed about the event.

Final Report

1. Submit a final report that provides a description of the project, summarizes all of the activities, provides a synopsis of the effectiveness of the print/online and social media, provides an analysis of the economic impact and provides information on the ways in which these projects have been measured and evaluated to have met the outcomes to increase awareness of the Naturally EscaRosa Trail.

CONTACT INFORMATION SHEET

Name of Organization

Contact Person

Mailing Address

Email Address

Phone #

Purpose of Grant

**BP Gulf Seafood and Tourism Promotional Fund Grant
Quarterly Report**

Project Name:

Project Organization:

Report Submitted by:

BP Grant Amount Awarded:

BP Grant Amount Received to Date:

Report Number:

Please Complete

_____ was awarded BP Gulf Seafood and Tourism Promotional Fund
Grant in the amount of _____ to _____
_____.

The objectives of the project are to:

During the months of _____, the following tasks were accomplished:

The quarterly report will provide a brief description of what work was done on each deliverable and calculate its percentage completed.

Proof of Implementation: Submit proof that the activity was performed. Documentation may include any of the following:

- Original ad placement tear sheets for print advertisement – verifying name and date of publication
- Broadcast log reports indicating actual broadcast times and dates
- Screenshots for websites developed or enhanced
- Screenshots for online advertisements and banners

- Billboard photographs showing content
- Mailing lists, addresses, email addresses and copy of marketing piece are required for direct mail campaigns
- Event promotional information – flyers, schedule of events, website screenshots promoting event
- Other as deemed appropriate for the project

Deliverable

% Completed to Date

List of deliverables -

For example,

Advertisements placed in magazines and newspapers – 100% complete. Copies of tear sheets or copies of magazines must accompany the report.

Travel and Trade Shows – each show will be listed and a brief summary of each show attended for that month of report. Information such as number of email addresses collected – statement as to the follow-up action to the show – copies of collateral materials developed for the show – photographs of the booth at the show, etc.

Sponsorship of Event – provide schedule of events, flyers, advertisements, pictures of web site information on the event, photographs of the event, etc.

Development of marketing materials – copies of materials must be submitted with the report.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Escambia County Board of County Commissioners

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Exempt payee

☒ Other (see instructions) ▶

County Government

Address (number, street, and apt. or suite no.)

221 Palafox Place, Suite 130

City, state, and ZIP code

Pensacola, FL 32502-5843

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

5 9 - 6 0 0 0 5 9 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Paul Childers

Date ▶

Jan 8, 2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5073

County Administrator's Report 13. 34.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Revision to the Pricing Sheet of the Software Maintenance and Support Agreement by SmartCOP, Inc.

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Board's Action of August 20, 2013, to Revise the Pricing Sheet of the Software Maintenance and Support Agreement by SmartCOP, Inc. - George Touart, Interim County Administrator

That the Board amend its action of August 20, 2013, to revise the pricing sheet (Schedule I [Appendix I]) of the Software Maintenance and Support Agreement by SmartCOP, Inc. (Consolidated Technology Solutions and CTS America), and Escambia County Board of County Commissioners, in the "Annual Maintenance Fee" Section, from "Maintenance Fees increase 3% annually" to "Maintenance Fees will increase each year after the first payment based on the previous year CPI."

On August 20, 2013, the Board approved two Agreements by SmartCOP, Inc. (Consolidated Technology Solutions and CTS America), for the use of the SmartJail (Jail Management) and SmartADMIN (Administrative Modules), which are necessary for the continued operation of the Escambia County Jail.

After the Board approved the Agreements, a change was made on the pricing sheet (Schedule I [Appendix I]) of the Software Maintenance and Support Agreement. The change is under the Annual Maintenance Fee section from "Maintenance Fees increase 3% annually" to "Maintenance Fees will increase each year after the first payment based on the previous year CPI."

BACKGROUND:

On August 20, 2013, the Board approved two Agreements by SmartCOP, Inc. (Consolidated Technology Solutions and CTS America), for the use of the SmartJail (Jail Management) and SmartADMIN (Administrative Modules), which are necessary for the continued operation of the Escambia County Jail.

After the Board approved the Agreements, a change was made on the pricing sheet (Schedule I [Appendix I]) of the Software Maintenance and Support Agreement. The change is under the Annual Maintenance Fee section from "Maintenance Fees increase 3% annually" to "Maintenance Fees will increase each year after the first payment based on the previous year

CPI."

BUDGETARY IMPACT:

Maintenance fees will change from being 3% annually to the maintenance fees increasing each year after the first payment based upon the previous year CPI.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Software License and Services Agreement and Software Maintenance and Support Agreement were both approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Revised Pricing Sheet

Board Action - August 20, 2013

Agreements Approved August 20, 2013



Schedule I (Appendix I)

CTS America Price Quotation for Escambia Board of County Commissioners

8/7/2013

CTS America Software		
SmartJAIL (Jail Management System)	\$	295,990.00
SmartADMIN (Administrative Modules)	\$	17,500.00
Total of Installed Software - no charge	\$	313,490.00

CTS America Services and Project Management /etc.		
34 hours to move data, configure server, project management	\$	5,100.00
(Escambia BOCC will only pay for services needed not installed software)		
Annual Maintenance Fee	\$	56,428.20
<i>Maintenance Fees begin on installation at Escambia jail</i>		
<i>Maintenance Fees will increase each year after the first payment based on the previous year CPI</i>		
<i>Fee Includes Product Releases, Upgrades, and 24/7/365 Phone Support</i>		

Payment Due by October 15, 2013		
CTS service to move server	\$	5,100.00
First annual maintenance fee	\$	56,428.20
Total due by October 15th	\$	61,528.20

Pricing Good For 180 Days

Jail Management System Solution for
Escambia Board of County Commissioners



Item #	Item Description	Part #	Unit	Qty.	Cost	Ext. Price
SmartJAIL (Jail Management System)						
	Base Package (1501 - 2000 Inmates)	JMS-T5	Per Site	1	\$ 275,000.00	\$ 275,000.00
	Features List: Booking, Classification, Property Tracking, Mugshot, Logging, Movement, Visitation, Medical, Reports, Incidents, Signature Capture					
SmartJAIL Options						
	LiveScan Interface	JMS-AFIS	Per Site	1	\$ 5,995.00	\$ 5,995.00
	Cross Match, MorphoTrak, Identix, Data Works					
	Biometric Release Verification Module	JMS-BIO	Per Site	1	\$ 1,999.00	\$ 1,999.00
	Commissary Interface / Export	JMS-COMM	Per Site	1	\$ 2,999.00	\$ 2,999.00
	Trinity, Oasis					
	Victim Notification Interface (VINES)	JMS-VIC	Per Site	1	\$ 2,999.00	\$ 2,999.00
	Inmate Phone Interface	JMS-IP	Per Site	1	\$ 3,999.00	\$ 3,999.00
	IC Solutions (Century Link)					
	Jail Visitation Interface	JMS-JV	Per Site	1	\$ 2,999.00	\$ 2,999.00
	Renovo Video Visitation					
	Classification Interface	JMS-CI	Per Site	0	\$ 2,999.00	Optional
	Northpointe Classification Software					
CTS America SOFTWARE SUBTOTAL					SUB TOTAL	\$ 295,990.00
SmartJAIL Total					Total	\$ 295,990.00

Administration Package for
Escambia Board of County Commissioners



Item #	Item	Part #	Unit	Qty.	Cost	Ext. Price
	SmartADMIN (Administrative Modules)					
	Base Package	ADM-T5	Per Site	1	\$ 10,000.00	\$ 10,000.00
	Employee Manager					
	Security Manager					
	Training Module					
	Issued Property					
	SmartReports					
	SmartSWITCH					
	Base Package	SWITCH-50	Per Site	0	\$ 9,999.00	Optional
	Query Access FCIC/NCIC					
	State CIC/NCIC Query Access	SWITCH-RMS	Per Site	0	\$ 4,999.00	Optional
	SmartADMIN Options					
	SmartWEB - Public Web Portal	ADM-WEB	Per Site	1	\$ 7,500.00	\$ 7,500.00
	CTS America SOFTWARE SUBTOTAL				SUB TOTAL	\$ 17,500.00
	Admin Total				Total	\$ 17,500.00

Agency is responsible for providing the Microsoft Server & SQL license(s) to support the server hardware selected

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board take the following action concerning Agreements by SmartCOP, Inc. (Consolidated Technology Solutions and CTS America), and Escambia County Board of County Commissioners, for the use of the SmartJail (Jail Management System) and SmartADMIN (Administrative Modules), which are necessary for the continued operation of the Escambia County Jail (the cost of the SmartJail and SmartADMIN Software Products will be no charge; the cost of necessary services to move data, configure servers, and CTS America project management will be \$5,100.00; additionally, the cost for the first annual maintenance fee will be \$56,428.20):
 - A. Approve the *Software License and Services Agreement*;
 - B. Approve the *Software Maintenance and Support Agreement* with pricing sheet; and
 - C. Authorize the Chairman to sign the Agreements.

Approved 5-0

12. Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #221, Law Enforcement Trust Fund (121), in the amount of \$267,010, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust Budget.

Approved 5-0



Escambia County Jail / Board of County Commissioners

- Software License Agreement
- Software Maintenance and Support Agreement
- Pricing Sheet



Presented by:

Don Newsome
CTS Project Manager

CTS America
180 North Palafox Street
Pensacola, FL 32502
Voice: 850.429.0082
Fax: 850.429.0522
www.cts-america.com

Date: 8/21/2013 Verified By: *Attended*



SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AGREEMENT is made as of this 5th day of August, 2013, by SmartCOP, Inc. (a/k/a Consolidated Technology Solutions and CTS America) ("Licensor"), with its principal place of business at 180 North Palafox Street, Pensacola, FL 32502, and Escambia County Board of County Commissioners ("Licensee"), with its principal address at 221 Palafox Place, Pensacola, Florida 32502.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Jail Management Systems, and Administrative Programs.

WHEREAS, Licensee will take over the responsibility to run SmartJail, jail management software, installed at the Escambia County Sheriff's Office. The software and data will be moved to a new server located at Escambia County jail. The licensee will only pay for services to move the software and data, plus the annual maintenance fees. The first annual payment of maintenance fee is due after installation.

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Schedule I (attached as Appendix 1)) (hereafter "Software Products"), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

ARTICLE I. THE LICENSE

1.01 **License.** Licensor hereby grants to Licensee a non-exclusive and non-transferable license to use and configure the Software Products solely for Licensee's internal operations (the "License") for the term set forth in Section 1.02 and subject to the terms and conditions set forth in this Agreement. The License includes the right to use and configure only those Software Products listed in Schedule I (attached as Appendix 1) hereto. Licensee may license additional Software Products through a written amendment to this Agreement specifying an additional license fee and signed by both parties.

1.02 **Term.** The License shall commence upon the delivery date for the Software Products set forth on Schedule I (attached as Appendix 1) hereto (the "Delivery Date"); and provided that Licensee has paid all applicable fees. The License shall continue in perpetuity, unless terminated pursuant to Article VII.

1.03 **Fees and Charges.** Licensee shall pay to Licensor a license fee (the "License Fee") for the Software Products in the amount and at the time set forth on Schedule I (attached as Appendix 1).

1.04 **Taxes.** If applicable, Licensee is responsible for and shall pay all federal, state and local sales, use, value added, and ad valorem taxes due in connection with the licensing and use of the Software Products.

1.05 **Sublicensing and Assignment Prohibited.** This License does not provide Licensee the right to sublicense any of the Software Products, and Licensee is strictly prohibited from sublicensing without the explicit written permission of Licensor.

1.06 **Exclusions.** Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration



- regulations.
- e. Copy for use or distribute for use any third party software products resold to Licensee by Licensor without paying the appropriate license fee.

1.07 **Assignment.** Licensee may not assign or transfer any right or obligation hereunder without the prior written consent of the Licensor.

ARTICLE II. DELIVERY

2.01 **Acceptance.** On or before the Delivery Date, Licensor shall deliver to Licensee one (1) copy of the Software Products (in machine-readable object code). Licensee shall be conclusively deemed to have accepted the Software Products upon receipt unless Licensee notifies Licensor in writing within thirty (30) days of the Delivery Date that the Software Products have been rejected as failing to operate substantially in accordance with the written agreement between Licensor and Licensee, and describing in detail each nonconformity. Upon receipt of the nonconformity list, Licensor shall have thirty (30) days to repair any nonconformities listed on the nonconformities list by modifying the Software Products as necessary at Licensor's expense, such that the Software Products affected by the nonconformities operate substantially in accordance with the written agreement between Licensor and Licensee.

2.02. **Installation.** Licensor shall provide licensee with installation support in accordance with Licensor's standard installation procedures for one (1) copy of the server portion of each Software Product as well as the client portion of each Software Product for the fee set forth in Schedule I (attached as Appendix 1).

ARTICLE III. MAINTENANCE AND SUPPORT SERVICES

3.01 **Maintenance and Support.** Licensee may obtain maintenance and support services for the Software Products by entering into a separate Software Maintenance and Support Agreement with Licensor, a sample copy of which is attached hereto as Appendix 2.

ARTICLE IV. CONFIDENTIALITY AND COPIES

4.01 **Confidentiality.** To the extent allowed by law, Licensor and Licensee shall not disclose one another's Confidential Information.

4.02 **Confidential Information.** The term "Confidential Information" as used in this Agreement includes any information (whether or not reduced to writing and whether or not patentable or protected by copyright) that either Licensor or Licensee treats as proprietary or confidential (whether owned or developed by either party or received by either party from third parties), including without limitation either party's trade secrets, business methods, business policies, procedures, techniques, financial information, "know how", research or development projects or results, algorithms, computer software and hardware, computer programs (whether source or object code), hardware or manuals, trade secrets, or other knowledge or processes of or developed by Licensor or Licensee. Failure to mark any of the confidential information as confidential or proprietary shall not affect its status as part of Confidential Information under the terms of this Agreement.

4.03 **Obligations.** Licensor and Licensee shall protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, that each utilizes for its own Confidential Information and that it does not wish disclosed to the public.

4.04 **Exclusions.** This Agreement imposes no obligation upon either party ("Recipient") with respect to the other party's ("Discloser's") Confidential Information that Recipient can establish by legally sufficient evidence: (a) was in the possession of or was rightly known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is required to be disclosed by applicable law; provided that Recipient notifies Discloser of



such requirement prior to disclosure, and provided further that Recipient makes diligent efforts to limit disclosure. Recipient shall keep confidential any Confidential Information received for three (3) years after the termination of this Agreement.

4.05 Copies. Licensee may make additional copies of any printed materials provided by Licensor up to the number of simultaneous users set forth in Schedule I (attached as Appendix 1) but shall not make copies in excess of such number without the prior written consent of Licensor. Licensee may make two (2) copies of the Software Products solely for use by Licensee as back-up copies for disaster recovery. Every copy of the manual or the Software Products made by Licensee shall include the copyright notices included on the copies delivered to Licensee. Licensee shall not make or maintain any other copy of the Software Products or any portion, derivative or modification of any of them.

ARTICLE V. OWNERSHIP AND USE

5.01 Ownership. Licensor is not granting Licensee, either directly or by implication, any right, title or interest in Licensor's Software Products, applications, software, code and/or systems. Licensee is acquiring the perpetual right to utilize the run-time version of Licensor's Software Products that are current as of the time of the termination of the contract between Licensor and Licensee. Licensee agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of Licensor's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall Licensee transfer, assign and/or sell the run-time version, the object code or the source code of Licensor's Software Products, applications, software, code and/or systems to any person or entity.

5.02 Use. Licensee may keep one (1) copy of the Software Products resident on the file server for Licensee's network ("Network") at the site designated on Schedule I (attached as Appendix 1) to this Agreement (the "Installation Site") and may keep one (1) copy of the client portion of each Software Product resident on as many computers owned or controlled by Licensee and connected to the file server for as long as Licensee restricts access to the Software Products resident on the server to the number of simultaneous users set forth in Schedule I (attached as Appendix 1). Notwithstanding the foregoing, if the Network becomes inoperable (whether due to maintenance thereof, modification, disaster, or otherwise), the Software Products may be temporarily used on a different file server at the Installation Site or another computer center. Temporary use on a different file server, however, shall not exceed thirty (30) days without the prior written consent of Licensor.

5.03 Modification. Licensee shall only make changes or modifications to the Software Products using the Configuration Tools Modules listed on Schedule I (attached as Appendix 1) and provided by the Licensor. Violation of this prohibition will be grounds for termination of this agreement pursuant to Article VII, and Licensor shall have no further duties, liabilities or obligations with respect to the Software Products.

5.04 Escrow. The source code to the Software Products shall not be provided to Licensee except pursuant to this paragraph. Licensor has entered into an Escrow Agreement with Lincoln-Parry SoftEscrow, Inc. (the "Escrow Agent") dated December 28, 1999, (the "Escrow Agreement") for the source code for the Software. Pursuant to the Escrow Agreement, Licensor shall name Licensee as a third party beneficiary with the right to receive the source code for the Software upon the occurrence of certain events.

ARTICLE VI. LIMITATION OF LIABILITY AND INDEMNIFICATION

6.01 Limitation of Liability. Licensor, its officers, directors, shareholders, members, employees, and/or agents shall not have any liability to Licensee, its officers, directors, shareholders, members, agents and/or employees for losses, damages and/or injuries arising out of: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of Licensor, the manufacturer, or the software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis,



but not less than once every day. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability, or otherwise, including, without limitation, damages for physical or mental pain or suffering, medical expenses, wrongful death, loss of good will, work stoppage, computer failure or malfunction, loss of work product, or any and all other commercial or personal injury damages or losses, direct or indirect.

6.02 Indemnification for Infringement. Licensor shall, at its expense, indemnify and defend Licensee against any claim that the Software Products infringe any United States patent or copyright and pay any resulting final judgment or settlement cost, provided that Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. Licensee shall allow Licensor, at Licensor's option and expense, if any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur: (i) to procure the right for Licensee to continue using the Software Products; (ii) to replace or modify the Software Products so that they become non-infringing and functionally equivalent; or (iii) if neither of the foregoing alternatives is available on terms which are reasonable in Licensor's discretion, Licensee shall, upon the request of Licensor, return the Software Products to Licensor, whereupon Licensee can seek applicable remedy from Licensor pursuant to a breach of this Agreement. Licensor shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (a) a modification of the Software Products by anyone other than Licensor or someone acting on behalf of Licensor, (b) use of the Software Products other than in accordance with the written agreement between Licensor and Licensee, or (c) a modification by Licensor of the Software Products at the direction of Licensee.

6.03 Indemnification Generally: Licensor agrees to defend, indemnify and hold Licensee and its respective officers, agents and employees harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought that arises out of Licensor's breach of any of the terms or provisions of its agreement with Licensee, or by any negligent act or omission of Licensor, its officers, agents, employees, or subcontractors, in the performance of the agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Licensee or its respective officers, agents, employees, or subcontractors; and in the event of joint and concurrent negligence or fault of Licensor and Licensee, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of Licensor and the Licensee and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Moreover, nothing in this provision is intended to mitigate or exclude any and all defenses (such as sovereign immunity) that Licensor or Licensee can raise in any cause of action filed against Licensor or Licensee by a third-party.

ARTICLE VII. TERMINATION

Licensor may terminate the License if Licensee: (i) fails to pay the License Fee when due as set forth in Schedule I (attached as Appendix I); (ii) makes or distributes, or fails to use its best efforts to prevent others from making or distributing, copies of the Software Products (except as expressly permitted by this Agreement) or derivations or modifications thereof; (iii) uses the Software Products in violation of the provisions of this Agreement; or (iv) fails to comply with any other material obligation under this Agreement and such failure, action, use or non-compliance remains uncured for thirty (30) days after receipt of written notice thereof. Upon termination of the License, Licensee shall discontinue use and return all copies of the Software Products in its possession or control to Licensor, but Licensee's obligation to pay accrued charges and fees and to protect the confidentiality of the Software Products shall continue.

ARTICLE VIII. MISCELLANEOUS

8.01 Disputes. Any notice hereunder by either party shall be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth herein or at such other address designated by written notice. Notice shall be deemed to have been received upon the date of actual delivery.

8.02 Interpretation. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the principles of Florida's conflicts of laws thereof.



8.03 **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

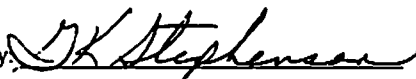
8.04 **Failure to Exercise Rights.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

8.05 **Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

8.06 **Complete Agreement.** This Agreement, together with the Appendix, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

LICENSOR

By: 

Printed Name: George K. Stephenson

Title: President and CEO

Date: 8-5-13

LICENSEE
Board of County Commissioners
Escambia County, Florida

By: 

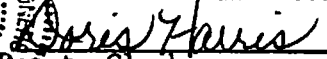
Printed Name: Gene M. Valentino

Title: Chairman

Date: August 20, 2013


ATTEST: Pam Childers

Clerk of the Circuit Court

By: 
Deputy Clerk

BCC Approved 08-20-2013

This document approved as to form
and legal sufficiency

By: 
Title: ACA
Date: 8/7/13



APPENDIX 2

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of this 5th day of August 2013, by and between SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America) ("Licensor"), having its principal place of business at 180 North Palafox Street, Pensacola, Florida 32502, and Escambia County Board of County Commissioners ("Licensee"), with its principal place of operation at 221 Palafox Place, Pensacola, Florida 32502.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Jail Management Systems and Administrative Programs.

WHEREAS, Licensor has agreed to provide Licensee a non-exclusive and non-transferable license to use and configure the following software modules for Licensee's internal operations: SmartJail, and SmartADMIN (hereafter "Software Products").

WHEREAS, Licensee has requested Licensor to provide warranty, maintenance and support services on the Software Products.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1.0 Warranty, Maintenance and Support Services. During the warranty, maintenance and support time period, Licensor agrees to provide Licensee with commercially reasonable efforts to maintain the Software Products in an operable condition, and to make available to Licensee updates to the Software Products that incorporate any new features or enhancements to the licensed Software Products made generally available to Licensor's other customers ("Updates").

Additionally, Licensor agrees to provide Licensee maintenance and support services consistent with the following:

Service Maintenance

Any deficiencies found by Licensee during the warranty, maintenance and support period will be reported to Licensor's technical support staff by Licensee. Licensor's technical support personnel are available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, holidays included. Customers use a toll free number to secure assistance: 1-877-762-7826.

Correcting Deficiencies

During the maintenance and support period, Licensor will be responsible for ensuring performance deficiencies are corrected. Licensor maintains sufficient technical help to support the ongoing operation of the system and to develop required enhancements.

When a call is received, the Licensor call taker will secure all information necessary to properly evaluate the caller's difficulty. Wherever possible, the call taker will work with the caller to resolve the issue immediately using Licensor's knowledge base of resolutions. When such resolution is not possible, the call taker will escalate the call to Level II support.

At Level II a lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer will notify the support desk of the solution and note



the solution in the knowledge base. The caller will be notified as to resolution and any instructions for correcting the problem.

New Service Versions

During the maintenance and support period, continual system review and recommendations for enhancements are supported. Update releases will be distributed via CD and installed either with a dial-up or an installation routine to minimize down time. Release Notes accompanying each release will identify corrections and enhancements made in each software module and any installation instructions as warranted.

Selection of New Functions (Enhancements)

Licensor welcomes all suggestions for enhancements from Licensee. All enhancements will be reviewed and those deemed beneficial to most users will be incorporated and included in the subsequent release of the software. Users will be notified via telephone or e-mail when a suggestion will be incorporated into a release and when to expect the release. In addition, enhancements will be identified in the Release Notes that accompany software updates.

Support Services:

During the warranty, maintenance and support period, Licensor's support staff is available via a toll-free number 24 hours a day, 7 days a week, 365 days a year for an immediate response. When a call is received, a Licensor call taker works with Licensee personnel to immediately resolve errors using Licensor's knowledge base of resolutions. When such resolution is not possible, the call is escalated.

The following outlines Licensor's support procedure:

Priority 1- Urgent/Emergency

- Issues that affect officer safety.
- Application introducing data corruption.
- Program will not start.
- Critical work cannot be completed to meet deadlines.

Steps to Resolution

1. A customer support technician will immediately contact the customer to acknowledge receipt of the issue, and to inform the customer of Licensor's plan to resolve the issue.
2. Licensor personnel will begin resolving the issue while continuously updating the customer with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

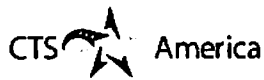
Priority 2- High/Non-Emergency

- Software module/function is down/non-functional.

Steps to Resolution

1. A customer support technician will immediately contact the customer to acknowledge receipt of the issue, and to inform the customer of Licensor's plan to resolve the issue.

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2. Licensor personnel will begin to resolve the issue while continuously updating the customer with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 3- Medium Priority

- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Customer states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

Steps to Resolution

1. A customer support technician will immediately contact the customer to acknowledge receipt of the issue, and to inform the customer of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue and will update the customer as to the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
4. Licensor personnel will inform the customer as to the delivery date for the software patch that will resolve the issue.

Priority 4- Minor Priority

- Minor problem with little or no impact on services.
- Customer impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the customer.
- Customer states problem can be addressed at a later date.

Steps to Resolution

1. Licensor personnel will begin to resolve the issue and will update the customer as to the status of the issue.
2. Licensor personnel will inform the customer as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the customer via problem submission reports or direct customer inquiry via telephone or online TCN status query.

2.0 Duration. Since the software has been in use for several years, the annual maintenance is due for the first year of the contract after movement of the software and data base to the Licensee's server. Licensee can extended Licensor's maintenance and support services on an annual basis for a period up to five years, by paying an agreed upon annual fee. If Licensee fails to make the annual maintenance and support fee payments, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of breach, Licensor may suspend or cancel the maintenance and support services.

3.0 Licensee's Cooperation. If Licensee requests warranty, maintenance or support, Licensee shall cooperate with Licensor in all aspects of such service in order to facilitate Licensor providing electronic and onsite assistance to Licensee, including without limitation providing Licensor with information by telephone, documentation (if



necessary), access to Licensee's computer system through high speed connectivity, and implementation (when feasible).

4.0 Exclusions and Modifications. Licensor shall have no obligation to perform warranty, maintenance or support services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

5.0 Limitations on Licensee Rights. Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration regulations.

6.0 Ownership. Licensee acknowledges that the Software Products remains the exclusive property of Licensor and its successors and assigns. Licensee acknowledges that it has no rights to nor interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification or notices affixed to the Software Products or their packaging. Additionally, no license, right or interest in any Licensor trademark, trade name, and service mark is granted to Licensee hereunder.

7.0 Licensee Obligations. Licensee shall protect Licensor's trade secrets and intellectual property, including without limitation the Software Products, with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's trade secrets and intellectual property it does not wish disclosed to the public.

8.0 Sublicensing and Assignment Prohibited. Without the prior written consent of Licensor, Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part.

9.0 Limitation of Liability. Licensor's total liability for damages related to this Warranty, Maintenance and Support Agreement (whether based in contract, tort, negligence, strict liability or otherwise) shall in no event exceed the maintenance and support fees paid by Licensee during the twelve (12) month period immediately previous to the event giving rise to the liability. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability or otherwise, including claims, losses, injuries, or damages arising out of Licensor's negligence or gross negligence.

10.0 Interpretation. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the Florida principles of conflicts of laws.

11.0 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

12.0 Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.



13.0 Titles. The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

14.0 Complete Agreement. This Agreement, together with the applicable Schedule I, constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensor

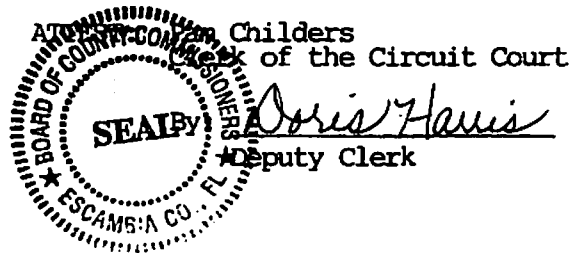
By: *George K. Stephenson*
Printed Name: George K. Stephenson
Title: President & CEO

Date: 8-5-13

Licensee

Board of County Commissioners, Escambia County, FL
By: *Gene M. Valentino*
Printed Name: Gene M. Valentino
Title: Chairman

Date: August 20, 2013



BCC Approved 08-20-2013

This document approved as to form
and legal sufficiency

By: *Kristin Hiel*
Title: HCL
Date: 8/7/13



Schedule I (Appendix I)

CTS America Price Quotation for Escambia Board of County Commissioners

8/5/2013

CTS America Software		
SmartJAIL (Jail Management System)	\$	295,990.00
SmartADMIN (Administrative Modules)	\$	17,500.00
Total of Installed Software - no charge	\$	313,490.00

CTS America Services and Project Management /etc.		
34 hours to move data, configure server, project management (Escambia BOCC will only pay for services needed not installed software)	\$	5,100.00
Annual Maintenance Fee	\$	56,428.20
<i>Maintenance Fees begin on installation at Escambia jail</i>		
<i>Maintenance Fees increase 3% annually</i>		
<i>Fee Includes Product Releases, Upgrades, and 24/7/365 Phone Support</i>		

Payment Due by October 15, 2013		
CTS service to move server	\$	5,100.00
First annual maintenance fee	\$	56,428.20
Total due by October 15th	\$	61,528.20

Pricing Good For 180 Days

**Jail Management System Solution for
Escambia Board of County Commissioners**



Item #	Item Description	Part #	Unit	Qty.	Cost	Ext. Price
SmartJAIL (Jail Management System)						
	Base Package (1501 - 2000 Inmates)	JMS-T5	<i>Per Site</i>	1	\$ 275,000.00	\$ 275,000.00
	<i>Features List: Booking, Classification, Property Tracking, Mugshot, Logging, Movement, Visitation, Medical, Reports, Incidents, Signature Capture</i>					
<hr/>						
	SmartJAIL Options					
	LiveScan Interface	JMS-AFIS	<i>Per Site</i>	1	\$ 5,995.00	\$ 5,995.00
	<i>Cross Match, MorphoTrak, Identix, Data Works</i>					
	Biometric Release Verification Module	JMS-BIO	<i>Per Site</i>	1	\$ 1,999.00	\$ 1,999.00
	Commissary Interface / Export	JMS-COMM	<i>Per Site</i>	1	\$ 2,999.00	\$ 2,999.00
	<i>Trinity, Oasis</i>					
	Victim Notification Interface (VINES)	JMS-VIC	<i>Per Site</i>	1	\$ 2,999.00	\$ 2,999.00
	Inmate Phone Interface	JMS-IP	<i>Per Site</i>	1	\$ 3,999.00	\$ 3,999.00
	<i>IC Solutions (Century Link)</i>					
	Jail Visitation Interface	JMS-JV	<i>Per Site</i>	1	\$ 2,999.00	\$ 2,999.00
	<i>Renovo Video Visitation</i>					
	Classification Interface	JMS-CI	<i>Per Site</i>	0	\$ 2,999.00	Optional
	<i>Northpointe Classification Software</i>					
CTS America SOFTWARE SUBTOTAL					SUB TOTAL	\$ 295,990.00
SmartJAIL Total					Total	\$ 295,990.00

**Administration Package for
Escambia Board of County Commissioners**



Item #	Item	Part #	Unit	Qty.	Cost	Ext. Price
	SmartADMIN (Administrative Modules)					
	Base Package	ADM-T5	Per Site	1	\$ 10,000.00	\$ 10,000.00
	Employee Manager					
	Security Manager					
	Training Module					
	Issued Property					
	SmartReports					
	SmartSWITCH					
	Base Package	SWITCH-50	Per Site	0	\$ 9,999.00	Optional
	Query Access FCIC/NCIC					
	State CIC/NCIC Query Access	SWITCH-RMS	Per Site	0	\$ 4,999.00	Optional
	SmartADMIN Options					
	SmartWEB - Public Web Portal	ADM-WEB	Per Site	1	\$ 7,500.00	\$ 7,500.00
	CTS America SOFTWARE SUBTOTAL				SUB TOTAL	\$ 17,500.00
	Admin Total				Total	\$ 17,500.00

Agency is responsible for providing the Microsoft Server & SQL license(s) to support the server hardware selected



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4796

County Administrator's Report 8. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/20/2013

Issue: Approval of CTS America Contract Documents

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

A handwritten signature in black ink, appearing to read "David Musselwhite", is written over a horizontal line.

RECOMMENDATION:

Recommendation Concerning Acceptance of the CTS America Software License and Services Agreement and Software Maintenance and Support Agreement with Pricing Sheet - David Musselwhite, Information Technology Department Director

That the Board take the following action concerning Agreements by SmartCOP, Inc., (Consolidated Technology Solutions and CTS America) and Escambia County Board of County Commissioners for the use of the SmartJail (Jail Management System) and SmartADMIN (Administrative Modules), which are necessary for the continued operation of the Escambia County Jail:

- A. Approve the Software License and Services Agreement;
- B. Approve the Software Maintenance and Support Agreement with Pricing Sheet; and
- C. Authorize the Chairman to sign the Agreements.

[The cost of the SmartJail and SmartADMIN Software Products will be no charge. The cost of necessary services to move data, configure servers, and CTS America project management will be \$5,100. Additionally, the cost for the first annual maintenance fee will be \$56,428.20]

BACKGROUND:

Historically, under the Escambia County Sheriff, both the law enforcement and detention operations use software modules provided by CTS-America as a single system. The Sheriff has advised that once the BCC assumes operational control of the detention operations that these modules can no longer be operated as a single system due to his overriding security concerns. This necessitates that the BCC obtain the jail management system and required administrative modules in order to continue it's use.

BUDGETARY IMPACT:

This expenditure is not currently not included in the current fiscal year budget nor the future fiscal year budget but will be paid this year from the General Fund (001), Cost Center 270109 (IT Applications) Accounts 53101 (Professional Services) and 54601 (Repairs & Maintenance).

LEGAL CONSIDERATIONS/SIGN-OFF:

These documents have been approved as to form and legal sufficiency by the Escambia County Attorney's Office.

PERSONNEL:

This scope of work will be performed with existing Information Technology Department personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

The Information Technology Department will be responsible for coordinating this scope of work.

Attachments

SmartCOP Software License and Srce Agmt signed by KDH 08 07 13



Escambia County Jail / Board of County Commissioners

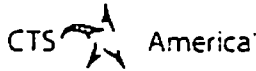
- Software License Agreement
- Software Maintenance and Support Agreement
- Pricing Sheet



Presented by:

Don Newsome
CTS Project Manager

CTS America
180 North Palafox Street
Pensacola, FL 32502
Voice: 850.429.0082
Fax: 850.429.0522
www.cts-america.com



SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AGREEMENT is made as of this 5th day of August, 2013, by SmartCOP, Inc. (a k a Consolidated Technology Solutions and CTS America) ("Licensor"), with its principal place of business at 180 North Palafox Street, Pensacola, FL 32502, and Escambia County Board of County Commissioners ("Licensee"), with its principal address at 221 Palafox Place, Pensacola, Florida 32502.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Jail Management Systems, and Administrative Programs.

WHEREAS, Licensee will take over the responsibility to run SmartJail, jail management software, installed at the Escambia County Sheriff's Office. The software and data will be moved to a new server located at Escambia County jail. The licensee will only pay for services to move the software and data, plus the annual maintenance fees. The first annual payment of maintenance fee is due after installation.

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Schedule I (attached as Appendix I) (hereafter "Software Products"), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

ARTICLE I. THE LICENSE

1.01 **License.** Licensor hereby grants to Licensee a non-exclusive and non-transferable license to use and configure the Software Products solely for Licensee's internal operations (the "License") for the term set forth in Section 1.02 and subject to the terms and conditions set forth in this Agreement. The License includes the right to use and configure only those Software Products listed in Schedule I (attached as Appendix I) hereto. Licensee may license additional Software Products through a written amendment to this Agreement specifying an additional license fee and signed by both parties.

1.02 **Term.** The License shall commence upon the delivery date for the Software Products set forth on Schedule I (attached as Appendix I) hereto (the "Delivery Date"); and provided that Licensee has paid all applicable fees. The License shall continue in perpetuity, unless terminated pursuant to Article VII.

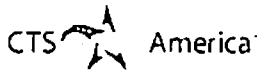
1.03 **Fees and Charges.** Licensee shall pay to Licensor a license fee (the "License Fee") for the Software Products in the amount and at the time set forth on Schedule I (attached as Appendix I).

1.04 **Taxes.** If applicable, Licensee is responsible for and shall pay all federal, state and local sales, use, value added, and ad valorem taxes due in connection with the licensing and use of the Software Products.

1.05 **Sublicensing and Assignment Prohibited.** This License does not provide Licensee the right to sublicense any of the Software Products, and Licensee is strictly prohibited from sublicensing without the explicit written permission of Licensor.

1.06 **Exclusions.** Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration



- regulations.
- e. Copy for use or distribute for use any third party software products resold to Licensee by Licensor without paying the appropriate license fee.

1.07 Assignment. Licensee may not assign or transfer any right or obligation hereunder without the prior written consent of the Licensor.

ARTICLE II. DELIVERY

2.01 Acceptance. On or before the Delivery Date, Licensor shall deliver to Licensee one (1) copy of the Software Products (in machine-readable object code). Licensee shall be conclusively deemed to have accepted the Software Products upon receipt unless Licensee notifies Licensor in writing within thirty (30) days of the Delivery Date that the Software Products have been rejected as failing to operate substantially in accordance with the written agreement between Licensor and Licensee, and describing in detail each nonconformity. Upon receipt of the nonconformity list, Licensor shall have thirty (30) days to repair any nonconformities listed on the nonconformities list by modifying the Software Products as necessary at Licensor's expense, such that the Software Products affected by the nonconformities operate substantially in accordance with the written agreement between Licensor and Licensee.

2.02. Installation. Licensor shall provide licensee with installation support in accordance with Licensor's standard installation procedures for one (1) copy of the server portion of each Software Product as well as the client portion of each Software Product for the fee set forth in Schedule I (attached as Appendix 1).

ARTICLE III. MAINTENANCE AND SUPPORT SERVICES

3.01 Maintenance and Support. Licensee may obtain maintenance and support services for the Software Products by entering into a separate Software Maintenance and Support Agreement with Licensor, a sample copy of which is attached hereto as Appendix 2.

ARTICLE IV. CONFIDENTIALITY AND COPIES

4.01 Confidentiality. To the extent allowed by law, Licensor and Licensee shall not disclose one another's Confidential Information.

4.02 Confidential Information. The term "Confidential Information" as used in this Agreement includes any information (whether or not reduced to writing and whether or not patentable or protected by copyright) that either Licensor or Licensee treats as proprietary or confidential (whether owned or developed by either party or received by either party from third parties), including without limitation either party's trade secrets, business methods, business policies, procedures, techniques, financial information, "know how", research or development projects or results, algorithms, computer software and hardware, computer programs (whether source or object code), hardware or manuals, trade secrets, or other knowledge or processes of or developed by Licensor or Licensee. Failure to mark any of the confidential information as confidential or proprietary shall not affect its status as part of Confidential Information under the terms of this Agreement.

4.03 Obligations. Licensor and Licensee shall protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, that each utilizes for its own Confidential Information and that it does not wish disclosed to the public.

4.04 Exclusions. This Agreement imposes no obligation upon either party ("Recipient") with respect to the other party's ("Discloser's") Confidential Information that Recipient can establish by legally sufficient evidence: (a) was in the possession of or was rightly known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is required to be disclosed by applicable law; provided that Recipient notifies Discloser of



such requirement prior to disclosure, and provided further that Recipient makes diligent efforts to limit disclosure. Recipient shall keep confidential any Confidential Information received for three (3) years after the termination of this Agreement.

4.05 Copies. Licensee may make additional copies of any printed materials provided by Licensor up to the number of simultaneous users set forth in Schedule I (attached as Appendix 1) but shall not make copies in excess of such number without the prior written consent of Licensor. Licensee may make two (2) copies of the Software Products solely for use by Licensee as back-up copies for disaster recovery. Every copy of the manual or the Software Products made by Licensee shall include the copyright notices included on the copies delivered to Licensee. Licensee shall not make or maintain any other copy of the Software Products or any portion, derivative or modification of any of them.

ARTICLE V. OWNERSHIP AND USE

5.01 Ownership. Licensor is not granting Licensee, either directly or by implication, any right, title or interest in Licensor's Software Products, applications, software, code and/or systems. Licensee is acquiring the perpetual right to utilize the run-time version of Licensor's Software Products that are current as of the time of the termination of the contract between Licensor and Licensee. Licensee agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of Licensor's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall Licensee transfer, assign and/or sell the run-time version, the object code or the source code of Licensor's Software Products, applications, software, code and/or systems to any person or entity.

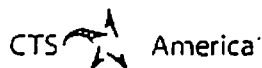
5.02 Use. Licensee may keep one (1) copy of the Software Products resident on the file server for Licensee's network ("Network") at the site designated on Schedule I (attached as Appendix 1) to this Agreement (the "Installation Site") and may keep one (1) copy of the client portion of each Software Product resident on as many computers owned or controlled by Licensee and connected to the file server for as long as Licensee restricts access to the Software Products resident on the server to the number of simultaneous users set forth in Schedule I (attached as Appendix 1). Notwithstanding the foregoing, if the Network becomes inoperable (whether due to maintenance thereof, modification, disaster, or otherwise), the Software Products may be temporarily used on a different file server at the Installation Site or another computer center. Temporary use on a different file server, however, shall not exceed thirty (30) days without the prior written consent of Licensor.

5.03 Modification. Licensee shall only make changes or modifications to the Software Products using the Configuration Tools Modules listed on Schedule I (attached as Appendix 1) and provided by the Licensor. Violation of this prohibition will be grounds for termination of this agreement pursuant to Article VII, and Licensor shall have no further duties, liabilities or obligations with respect to the Software Products.

5.04 Escrow. The source code to the Software Products shall not be provided to Licensee except pursuant to this paragraph. Licensor has entered into an Escrow Agreement with Lincoln-Parry Software Escrow, Inc. (the "Escrow Agent") dated December 28, 1999, (the "Escrow Agreement") for the source code for the Software. Pursuant to the Escrow Agreement, Licensor shall name Licensee as a third party beneficiary with the right to receive the source code for the Software upon the occurrence of certain events.

ARTICLE VI. LIMITATION OF LIABILITY AND INDEMNIFICATION

6.01 Limitation of Liability. Licensor, its officers, directors, shareholders, members, employees, and/or agents shall not have any liability to Licensee, its officers, directors, shareholders, members, agents and/or employees for losses, damages and/or injuries arising out of: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of Licensor, the manufacturer, or the software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis,



but not less than once every day. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability, or otherwise, including, without limitation, damages for physical or mental pain or suffering, medical expenses, wrongful death, loss of good will, work stoppage, computer failure or malfunction, loss of work product, or any and all other commercial or personal injury damages or losses, direct or indirect.

6.02 Indemnification for Infringement. Licensor shall, at its expense, indemnify and defend Licensee against any claim that the Software Products infringe any United States patent or copyright and pay any resulting final judgment or settlement cost, provided that Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. Licensee shall allow Licensor, at Licensor's option and expense, if any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur: (i) to procure the right for Licensee to continue using the Software Products; (ii) to replace or modify the Software Products so that they become non-infringing and functionally equivalent; or (iii) if neither of the foregoing alternatives is available on terms which are reasonable in Licensor's discretion, Licensee shall, upon the request of Licensor, return the Software Products to Licensor, whereupon Licensee can seek applicable remedy from Licensor pursuant to a breach of this Agreement. Licensor shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (a) a modification of the Software Products by anyone other than Licensor or someone acting on behalf of Licensor, (b) use of the Software Products other than in accordance with the written agreement between Licensor and Licensee, or (c) a modification by Licensor of the Software Products at the direction of Licensee.

6.03 Indemnification Generally: Licensor agrees to defend, indemnify and hold Licensee and its respective officers, agents and employees harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought that arises out of Licensor's breach of any of the terms or provisions of its agreement with Licensee, or by any negligent act or omission of Licensor, its officers, agents, employees, or subcontractors, in the performance of the agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Licensee or its respective officers, agents, employees, or subcontractors; and in the event of joint and concurrent negligence or fault of Licensor and Licensee, responsibility and indemnity, if any, shall be apportioned comparatively. The provisions of this paragraph are solely for the benefit of Licensor and the Licensee and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Moreover, nothing in this provision is intended to mitigate or exclude any and all defenses (such as sovereign immunity) that Licensor or Licensee can raise in any cause of action filed against Licensor or Licensee by a third-party.

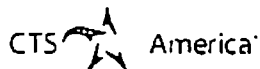
ARTICLE VII. TERMINATION

Licensor may terminate the License if Licensee: (i) fails to pay the License Fee when due as set forth in Schedule 1 (attached as Appendix 1); (ii) makes or distributes, or fails to use its best efforts to prevent others from making or distributing, copies of the Software Products (except as expressly permitted by this Agreement) or derivations or modifications thereof; (iii) uses the Software Products in violation of the provisions of this Agreement; or (iv) fails to comply with any other material obligation under this Agreement and such failure, action, use or non-compliance remains uncured for thirty (30) days after receipt of written notice thereof. Upon termination of the License, Licensee shall discontinue use and return all copies of the Software Products in its possession or control to Licensor, but Licensee's obligation to pay accrued charges and fees and to protect the confidentiality of the Software Products shall continue.

ARTICLE VIII. MISCELLANEOUS

8.01 Disputes. Any notice hereunder by either party shall be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth herein or at such other address designated by written notice. Notice shall be deemed to have been received upon the date of actual delivery.

8.02 Interpretation. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the principles of Florida's conflicts of laws thereof.



8.03 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

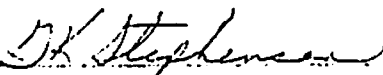
8.04 Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

8.05 Titles. The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

8.06 Complete Agreement. This Agreement, together with the Appendix, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

LICENSOR

By: 

Printed Name: George K. Stephenson

Title: President and CEO

Date: 8-5-13

LICENSEE

Board of County Commissioners
Escambia County, Florida

By: _____

Printed Name: Gene M. Valentino

Title: Chairman

Date: _____

ATTEST: Pam Childers

Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency

By: 

Title: Notary Public

Date: 8/7/13



APPENDIX 2

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of this 5th day of August 2013, by and between SmartCOP, Inc. (d b a Consolidated Technology Solutions and CTS America) ("Licensor"), having its principal place of business at 180 North Palafox Street, Pensacola, Florida 32502, and Escambia County Board of County Commissioners ("Licensee"), with its principal place of operation at 221 Palafox Place, Pensacola, Florida 32502.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Jail Management Systems and Administrative Programs.

WHEREAS, Licensor has agreed to provide Licensee a non-exclusive and non-transferable license to use and configure the following software modules for Licensee's internal operations: SmartJail, and SmartADMIN (hereafter "Software Products").

WHEREAS, Licensee has requested Licensor to provide warranty, maintenance and support services on the Software Products.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1.0 **Warranty, Maintenance and Support Services.** During the warranty, maintenance and support time period, Licensor agrees to provide Licensee with commercially reasonable efforts to maintain the Software Products in an operable condition, and to make available to Licensee updates to the Software Products that incorporate any new features or enhancements to the licensed Software Products made generally available to Licensor's other customers ("Updates").

Additionally, Licensor agrees to provide Licensee maintenance and support services consistent with the following:

Service Maintenance

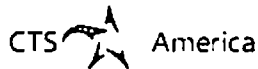
Any deficiencies found by Licensee during the warranty, maintenance and support period will be reported to Licensor's technical support staff by Licensee. Licensor's technical support personnel are available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, holidays included. Customers use a toll free number to secure assistance: 1-877-762-7826.

Correcting Deficiencies

During the maintenance and support period, Licensor will be responsible for ensuring performance deficiencies are corrected. Licensor maintains sufficient technical help to support the ongoing operation of the system and to develop required enhancements.

When a call is received, the Licensor call taker will secure all information necessary to properly evaluate the caller's difficulty. Wherever possible, the call taker will work with the caller to resolve the issue immediately using Licensor's knowledge base of resolutions. When such resolution is not possible, the call taker will escalate the call to Level II support.

At Level II a lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer will notify the support desk of the solution and note



2. Licensor personnel will begin to resolve the issue while continuously updating the customer with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 3- Medium Priority

- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Customer states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

Steps to Resolution

1. A customer support technician will immediately contact the customer to acknowledge receipt of the issue, and to inform the customer of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue and will update the customer as to the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
4. Licensor personnel will inform the customer as to the delivery date for the software patch that will resolve the issue.

Priority 4- Minor Priority

- Minor problem with little or no impact on services.
- Customer impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the customer.
- Customer states problem can be addressed at a later date.

Steps to Resolution

1. Licensor personnel will begin to resolve the issue and will update the customer as to the status of the issue.
2. Licensor personnel will inform the customer as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the customer via problem submission reports or direct customer inquiry via telephone or online TCN status query.

2.0 Duration. Since the software has been in use for several years, the annual maintenance is due for the first year of the contract after movement of the software and data base to the Licensee's server. Licensee can extended Licensor's maintenance and support services on an annual basis for a period up to five years, by paying an agreed upon annual fee. If Licensee fails to make the annual maintenance and support fee payments, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of breach, Licensor may suspend or cancel the maintenance and support services.

3.0 Licensee's Cooperation. If Licensee requests warranty, maintenance or support, Licensee shall cooperate with Licensor in all aspects of such service in order to facilitate Licensor providing electronic and onsite assistance to Licensee, including without limitation providing Licensor with information by telephone, documentation (if



necessary), access to Licensee's computer system through high speed connectivity, and implementation (when feasible).

4.0 Exclusions and Modifications. Licensor shall have no obligation to perform warranty, maintenance or support services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

5.0 Limitations on Licensee Rights. Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration regulations.

6.0 Ownership. Licensee acknowledges that the Software Products remains the exclusive property of Licensor and its successors and assigns. Licensee acknowledges that it has no rights to nor interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification or notices affixed to the Software Products or their packaging. Additionally, no license, right or interest in any Licensor trademark, trade name, and service mark is granted to Licensee hereunder.

7.0 Licensee Obligations. Licensee shall protect Licensor's trade secrets and intellectual property, including without limitation the Software Products, with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's trade secrets and intellectual property it does not wish disclosed to the public.

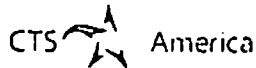
8.0 Sublicensing and Assignment Prohibited. Without the prior written consent of Licensor, Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part.

9.0 Limitation of Liability. Licensor's total liability for damages related to this Warranty, Maintenance and Support Agreement (whether based in contract, tort, negligence, strict liability or otherwise) shall in no event exceed the maintenance and support fees paid by Licensee during the twelve (12) month period immediately previous to the event giving rise to the liability. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability or otherwise, including claims, losses, injuries, or damages arising out of Licensor's negligence or gross negligence.

10.0 Interpretation. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the Florida principles of conflicts of laws.

11.0 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

12.0 Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.



13.0 **Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

14.0 **Complete Agreement.** This Agreement, together with the applicable Schedule I, constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensor

By: *GK Stephenson*
Printed Name: George K. Stephenson
Title: President & CEO

Date: 8-5-13

Licensee

Board of County Commissioners, Escambia County, FL

By: _____
Printed Name: Gene M. Valentino
Title: Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency

By: *[Signature]*
Title: FILE
Date: 8/7/13



Schedule I (Appendix I)

CTS America Price Quotation for Escambia Board of County Commissioners

8/5/2013

CTS America Software	
SmartJAIL (Jail Management System)	\$ 295,990.00
SmartADMIN (Administrative Modules)	\$ 17,500.00
Total of Installed Software - no charge	\$ 313,490.00

CTS America Services and Project Management etc.	
34 hours to move data, configure server, project management (Escambia BOCC will only pay for services needed not installed software)	\$ 5,100.00
Annual Maintenance Fee	\$ 56,428.20
<i>Maintenance Fees begin on installation at Escambia jail Maintenance Fees increase 3% annually Fee Includes Product Releases, Upgrades, and 24/7/365 Phone Support</i>	

Payment Due by October 15, 2013	
CTS service to move server	\$ 5,100.00
First annual maintenance fee	\$ 56,428.20
Total due by October 15th	\$ 61,528.20

Pricing Good For 180 Days

Jail Management System Solution for
Escambia Board of County Commissioners



Item #	Item Description	Part #	Unit	Qty.	Cost	Ext. Price
	SmartJAIL (Jail Management System)					
	Base Package (1501 - 2000 Inmates)	JMS-T5	Per Site	1	\$ 275,000.00	\$ 275,000.00
	<i>Features List: Booking, Classification, Property Tracking, Mugshot, Logging, Movement, Visitation, Medical, Reports, Incidents, Signature Capture</i>					
	SmartJAIL Options					
	LiveScan Interface	JMS-APIS	Per Site	1	\$ 5,995.00	\$ 5,995.00
	<i>Cross Match, MorphoTrak, Identix, Data Works</i>					
	Biometric Release Verification Module	JMS-BIO	Per Site	1	\$ 1,999.00	\$ 1,999.00
	Commissary Interface / Export	JMS-COMM	Per Site	1	\$ 2,999.00	\$ 2,999.00
	<i>Trinity, Oasis</i>					
	Victim Notification Interface (VINES)	JMS-VIC	Per Site	1	\$ 2,999.00	\$ 2,999.00
	Inmate Phone Interface	JMS-IP	Per Site	1	\$ 3,999.00	\$ 3,999.00
	<i>IC Solutions (Century Link)</i>					
	Jail Visitation Interface	JMS-JV	Per Site	1	\$ 2,999.00	\$ 2,999.00
	<i>Renovo Video Visitation</i>					
	Classification Interface	JMS-CI	Per Site	0	\$ 2,999.00	Optional
	<i>Northpointe Classification Software</i>					
CTS America SOFTWARE SUBTOTAL					SUB TOTAL	\$ 295,990.00
SmartJAIL Total					Total	\$ 295,990.00

Administration Package for
Escambia Board of County Commissioners



Item	Part #	Units	Qty	Cost	Ext. Price
SmartADMIN (Administrative Modules)					
Base Package	ADM-T5	Per Site	1	\$ 10,000.00	\$ 10,000.00
Employee Manager					
Security Manager					
Training Module					
Issued Property					
SmartReports					
SmartSWITCH					
Base Package	SWITCH-50	Per Site	0	\$ 9,999.00	Optional
Query Access FCIC/NCIC					
State CIC/NCIC Query Access	SWITCH-RMS	Per Site	0	\$ 4,999.00	Optional
SmartADMIN Options					
SmartWEB - Public Web Portal	ADM-WEB	Per Site	1	\$ 7,500.00	\$ 7,500.00
CTS America SOFTWARE SUBTOTAL				SUB TOTAL	\$ 17,500.00
Admin Total				Total	\$ 17,500.00

Agency is responsible for providing the Microsoft Server & SQL license(s) to support the server hardware selected



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5131

County Administrator's Report 13. 35.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Xerox Copier Lease for Corrections Department Pre-Trial Release Program

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Xerox Copier Lease for the Corrections Department Pre-Trial Release Program - Gordon C. Pike, Corrections Department Director

That the Board award a Purchase Order Agreement for a 24-month Lease Option to Xerox Corporation, for the Correction Department Pre-Trial Release Program, for an annual amount of \$6,000, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 001, General Fund, Corrections Department, Cost Center 290307, Pre-Trial Release Program, Object Code 54401, Rentals and Leases]

BACKGROUND:

Replacement of out dated equipment with a multi year lease of 1 copier based on the Code of Ordinances, Chapter 46 Finance, Article II, Purchases and Contracts, Section 106 -Multi-year lease and lease purchase agreements.

BUDGETARY IMPACT:

Funding: Fund 001, Corrections Department, Cost Center 290307 Pre-Trial Release Program, Object Code 54401, Rentals and Leases

Product ID	Description	Quantity
W7545PD	Xerox WorkCentre 7545	1
SVC	Labor, Parts, Black & Color Toner - Toner Included: Inclusive Black & White Copy Charge of \$0.0084 in excess of 10000 per month Color Copy Charge of \$0.089 in Excess of 1300 per month	

Monthly Payment: \$490.79

Total Cost annually will not exceed \$6000.00

Number of Payments Total: 24

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5070

County Administrator's Report 13. 36.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the State of Florida County of Escambia Agreement with the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas Service:

A. Approve the City of Pensacola (d/b/a Pensacola Energy) Agreement for Interruptible Natural Gas Service for 2935 North "L" Street, 1200 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Gas Transportation Service, Ordinance No. 28-11); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

BACKGROUND:

Pensacola Energy is offering this interruptible gas service rate contract for the Main Jail, Central Booking and Detention Facility, the M.C. Blanchard Building, and the Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize its own propane-air backup systems. Pensacola Energy purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers, while the balance of their gas is purchased on the daily market and is subject to some price volatility. This Agreement allows the County, for a six month period, to lock in at the fixed rate of \$5.99 per MCF(thousand cubic feet). Without a contract in place, these accounts would be classified at GC-1 (within city limits) or GC-2 (outside city limits). Current rates for these classifications are \$17.45 per MCF and \$18.79 per MCF.

BUDGETARY IMPACT:

Funding for this project are available in Fund 001, General Fund, Cost Center 310207, Object Code 54301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Facilities Management Department will administer the contract. The project involves coordination between Facilities Management and Pensacola Energy.

Attachments

Interruptible Natural Gas Contract City of Pensacola

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**AGREEMENT WITH THE CITY OF PENSACOLA AND ESCAMBIA
COUNTY FOR INTERRUPTIBLE NATURAL GAS SERVICE**

THIS NATURAL GAS SERVICE AGREEMENT is made this _____ day of _____, 2013 between the **City of Pensacola**, a municipal corporation of the State of Florida, (d/b/a Pensacola Energy) with the business address of 222 W. Main Street, Pensacola, Florida 32521-0001 (hereinafter referred to as the "City") and **Escambia County**, a political subdivision of the State of Florida with the business address of 221 Palafox Place, Pensacola Florida 32502 and (hereinafter referred to as "Customer"). (At times all hereinafter referred to as "party" or collectively "parties")

WITNESSETH:

WHEREAS, the Customer requests the City of Pensacola deliver natural gas service to it on an interruptible basis at the Customer's premises located at address of 2935 North L Street, Pensacola Florida 32501; 1200 West Leonard Street, Pensacola Florida 32501; 357 South Baylen Street, Pensacola Florida 32502 and 201 South Palafox Street, Pensacola Florida 32502; and

WHEREAS, the City agrees to make such service available to the Customer; and

WHEREAS, the Customer agrees and contracts to accept and pay for such service subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 28-11) hereunto, attached as Exhibit "A" hereto and incorporated by reference herein; and

WHEREAS, all gas rates and charges, including City Rate Schedule GAF, are approved by City Council and are subject to change should the City Council approve a new gas rate ordinance; and

WHEREAS, Customer agrees to be bound by the terms and conditions of any such amended rate schedule and charges that may be adopted from time to time by the City Council; and

WHEREAS, as a result, any such amendments or revisions to the City Rate

Schedule GAF shall be deemed to be part and parcel of this Agreement; and

WHEREAS, given the above, the parties now find it is the best financial interests of the City of Pensacola that this Agreement be entered into as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the City and Customer agree to the following terms and conditions:

1. **Customer Classification GAF, Almost Firm Transportation Service User**
Customer Charge - The Customer agrees to pay a two hundred dollar (\$200.00) fixed monthly charge to be provided gas service by the City. The fixed monthly charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
2. **Fuel Charge** - For all gas consumed each month, the fuel rate is at an index price of three dollars ninety-four cents (\$3.94) per MMBTU of City's (Pensacola Energy) delivered natural gas plus 1.6% for compression (compression is a fee charged by ESP's supplier).
3. **Usage Charge** - For all gas consumed, the Customer agrees to pay one dollar ninety-nine cents (\$1.99) per MMBTU of the City's (Pensacola Energy) delivered natural gas. This rate will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
4. **Quantity of Gas** - As a "GAF Almost Firm Gas Transportation" Interruptible service classification user of the City's natural gas service, the Customer contracts and agrees to accept an average daily quantity of gas of one hundred ninety (190) Mcfs [Mcf = one thousand (1,000) cubic feet]. Should the Customer fail to consume a minimum of at least ninety (90%) of the contracted daily amount on an annualized basis; the Customer may be charged for that minimum amount of gas.
5. **Agreement to Interrupt** - The City in its sole discretion shall have the right to curtail or interrupt the supply of "Interruptible Gas" at any time for up to ten (10) days and the Customer agrees to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City. The City may elect to

curtail or interrupt gas service when it determines, in its sole discretion, that the gas available from its sources cannot meet the demands of the City's customers. The Customer agrees that in no event shall an interruption or curtailment of service constitute a breach of this Agreement by the City. The Customer further agrees that the City shall not be liable in any manner to Customer or any person or entity for any interruption of the supply of gas, for the interference with the operations of Customer, or loss of use resulting from such operations or interference as provided for herein or any other damages, losses, or delays of any type, kind, or amount.

6. **Meters and Measurements**

- a) Gas delivered will be measured through one or more meters installed and maintained on the Customer's property near the Customer's property line and at a location satisfactory to the City. It is assumed that the volume of all gas is delivered at a pressure of four (4) oz. above an assumed atmospheric pressure of fourteen and four tenths (14.4) lbs. per square inch and sixty degrees (60°) F. When the usage of the Customer requires, the City, at its option, may supply gas service at some other pressure.
- (b) Title to meters identified and described in "Exhibit B", attached hereto and incorporated by reference herein, regulators, or special instrumentation located on the premises discussed herein, whether or not purchased and/or installed by the City or purchased and/or installed by the Customer, shall vest in the City at the inception of this Agreement. The City will inspect this equipment periodically. If a meter covered by this Agreement is found to be inoperative or inaccurate, such equipment shall be adjusted by the City to register correctly, and the amount of error shall be determined by the most accurate method feasible as agreed upon by the parties. If the inaccuracy results in an error of more than two percent (2%) plus or minus in the measurement of gas, then the calculated deliveries of gas shall be adjusted to accuracy to compensate for such error. Such adjustment shall be made for such period of inaccuracy if the period of time that the meter was inaccurate is definitely determined. If the period of inaccuracy cannot be

determined, such adjustment shall be made for the last half of the period between the times the metering equipment was adjusted to register correctly and the date of the last previous meter test. Upon the written request of the Customer, the City will inspect such meters at any reasonable time, provided that if such meters are found to register correctly, the cost of such inspection may be charged to the Customer. It is understood that such meter shall be deemed to register correctly if the error is less than two percent (2%), plus or minus. The Customer agrees to protect all pipes and meters from low temperature or other inclement weather when necessary, and further agrees to hold harmless and indemnify the City against any and all costs and/or damages arising out of or caused by the theft and/or injury to pipes and/or meters and/or other property of the City while on said premises.

7. **Billing Errors** - If an error in the measurement of gas occurs and/or an error in billing occurs which creates an undercharge to the customer, the City may back bill the Customer for not more than twelve (12) months, and the Customer agrees to pay such undercharge. The City shall allow the Customer to pay for the unbilled service over a twelve-month period or some other mutually agreeable time period.
8. **Billing Disputes** - If the Customer disputes any portion of any statement from the City, then Customer, upon written notice to Pensacola Energy, shall have the right to withhold payment of the disputed portion of statement for a period not to exceed ten (10) business days. If the parties are unable to resolve the dispute, Customer shall pay the disputed portion of the statement into an interest bearing escrow account until the dispute is resolved. All account interest shall accrue to the City in the event the disputed amount is found to be due and owing to the City. Failure of the Customer to pay the undercharged amount as agreed upon herein, or the failure to pay the amount of the billed undercharge into the escrow account may result in termination of services and in addition the City may pursue any and all lawful collection activity to recover such undercharged amount.
9. **Gas Leakage** - Immediate notice must be given by the Customer to the City when

any leakage of gas is discovered. No flame or lights shall be used in the proximity of such escaping gas, and the Customer shall immediately shut off the flow of gas on the downstream side of the meter.

10. **Point of Delivery - Liability** - The point of delivery of gas furnished hereunder shall be the outgoing side of the outlet union of the meter(s) installed and maintained by the City on the Customer's property for the purpose of measuring gas delivered to the Customer. The gas provided under this contract is delivered upon the express condition that when it passes the point of delivery it becomes the exclusive property of the Customer. The Customer agrees that the City shall not be and is not liable for loss, damage, and/or injury to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after it passes the point of delivery, except where such loss, damage, and/or injury shall be shown to have been occasioned by negligence of the City, its agent, servants, or employees.
11. **Legal Liability** - The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County and City, as local governmental bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortuous acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.
12. **Records** - The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which

period the party fails to allow access to such documents, terminate this Agreement.

13. **Force Majeure** - The City's supply of gas is derived from sources over which the City has no control. In addition, force majeure circumstances may arise which may render the City unable to perform the services herein described. It is therefore understood and agreed by the parties hereto that in the event of a failure, curtailment, or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor troubles, fires, accidents, breakage, necessary repairs, war, terrorist attack, natural emergency, or other causes of contingencies beyond the City's control, the City cannot and does not guarantee a constant supply of gas, and it shall not be held liable in damages, losses, or otherwise for any such interruption or curtailment of supply or services. Notwithstanding the foregoing, the terms contained in Paragraph 5 of this Agreement shall prevail in that the City in its sole discretion may curtail or interrupt the supply of interruptible gas, and, in no event, shall the City be held liable for such interruption or curtailment of the supply of interruptible gas.
14. **Entry by City Agents** - The authorized agents of the City shall have the right, at all reasonable times, of access to the premises of the Customer for the purpose of inspecting the gas consuming and fuel equipment of the Customer and of examining and inspecting meters and/or for other necessary purposes. No person other than an authorized agent of the City shall be permitted to tamper with, inspect, or repair any meter or other property owned by the City. The Customer hereby authorizes and empowers the City pursuant to Paragraph 6(b) to remove its meter and other property covered by this Agreement immediately upon termination of this contract.
15. **Breach of Contract** – It shall be deemed to be a breach of this Agreement by Customer if the Customer shall fail/refuse to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City, as hereinabove provided in Paragraph 5, if the Customer shall default on payments for gas delivered, or if the Customer shall breach any of the conditions set out herein.

Such discontinuance of service as provided for in this Agreement shall not constitute breach of contract by the City. Any failure of the City to exercise the said right to discontinue service to the Customer at any one time shall not prevent the City from exercising such right with respect to any breach of the said conditions which may subsequently occur.

16. **Automatic Escalation/De-escalation** – All gas rates and charges are approved by City Council and are subject to change should the City Council approve a new gas rate ordinance.

17. **Term of Contract**- The term of this contract is six (6) months: November 1, 2013 to April 30, 2014.

18. **Notices**

(a) Any notice or bill, except notices of curtailment or restoration of service, which shall or may be given by one party to the other hereunder, shall be deemed to have been fully given.

When made in writing and delivered by hand or mail as follows:

City of Pensacola

Pensacola Energy

P.O. Box 12910

Pensacola, Florida 32521

and to

the Customer at

221 Palafox Place

Pensacola FL 32501

Postage prepaid if delivery is by mail.

(b) Notices with respect to curtailment or restoration of deliveries of service shall be sufficient if given by the City in writing as provided by subparagraph (a) above or, by telegraph, or orally in person, or by telephone to the person or one of the persons identified and described in "Exhibit C", attached hereto and incorporated by reference herein, designated by the Customer as authorized to receive such notices.

- (c) The Customer agrees that if the Customer shall not have made such designation as provided for in Subparagraph (b) above or, if made, the City is unsuccessful in its efforts to promptly establish communication with the persons or one of the persons so designated, then, in any such event, notice shall be sufficient if given by the City to any person or persons who are on the said premises or who answers the Customer's telephone.

19. **Successors and Assigns** - This Agreement shall bind and benefit the successors and assigns of the respective parties hereto.

20. **General Provisions**

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written and that this agreement supersedes all prior oral or written agreements.
- (b) It is agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- (c) This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.
- (e) The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter

enforce the same in accordance with this Agreement.

- (f) The covenants and conditions contained in this Agreement shall apply to and bind the parties, legal representatives, and assigns of the parties.
- (g) This Agreement and the Exhibits (Exhibit A, B, C) attached hereto are made a part hereof and constitute the contract documents.
- (h) Each individual executing this Agreement 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 resolution, or in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed, the day and year first above written.

ATTEST:

THE CITY OF PENSACOLA,
A MUNICIPAL CORPORATION

By: _____
City Clerk

By: _____
Ashton J. Hayward III, Mayor

(SEAL)

Legal In Form And Valid As Drawn:

Approved as to content:

City Attorney

Don J. Suarez, Department Director

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____
BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. Duval Hight
Date: 9/26/13

Exhibit A
City Rate Schedule GAF, Almost Firm Gas Transportation Service

Ordinance No. 28-11

(14) Service Classification: GAF, Almost Firm Gas Transportation Service.

(14a) Availability. Available to any consumer utilizing the City's gas service. Service under this rate classification shall be governed by individual contracts with consumer. Such contract will be executed by the City Manager, based on recommendations by the Director of Energy Services of Pensacola.

(14b) Customer Charge. Rates to be negotiated, plus

(14c) GAF Usage Charge. Rates to be negotiated.

Exhibit B

Meter Numbers

The following natural gas meters are currently the only meters owned, maintained and read by ESP.

79644

96063

82698

85806

Exhibit C

Notification Schedule

Billing:

1. Cathy Gomez 850-595-4998
2. David Wheeler 850-595-3190

Curtailment or Restoration of Service:

1. Facilities Management 850-595-3185
2. As above



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5040

County Administrator's Report 13. 37.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Acceptance of an Encroachment Easement on West Fairfield Drive from Racetrac Petroleum, Inc.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of an Encroachment Easement on West Fairfield Drive from Racetrac Petroleum, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of an encroachment easement (approximately 197 square feet) on West Fairfield Drive from Racetrac Petroleum, Inc., for an Escambia County Area Transit (ECAT) bus stop shelter:

A. Approve the Encroachment Easement Agreement for the donation of an easement (approximately 197 square feet) on West Fairfield Drive from Racetrac Petroleum, Inc., for an ECAT bus stop shelter;

B. Authorize the payment of documentary stamps, as the easement is being donated for governmental use, which is for the construction of a public bus stop shelter, and the County benefits from the acceptance of this Encroachment Easement Agreement, which enhances the safety and well-being of the citizens of Escambia County by providing a safe and secure public bus stop shelter;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Encroachment Easement Agreement as of the day of delivery of the Encroachment Easement Agreement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

Racetrac Petroleum is constructing a convenience store on property they own located at the southeast corner of the intersection of West Fairfield Drive and North "W" Street. There is an existing bus stop shelter located on the Racetrac property. To facilitate their construction plans they will need to relocate the shelter and have offered to provide an easement for the relocation and maintenance of the shelter on their property fronting on West Fairfield Drive.

Board approval is required for the Board's acceptance of the donated property (approximately 197 square feet) for the Encroachment Easement Agreement.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Encroachment Easement Agreement was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney, on August 14, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Encroachment Easement Agreement
aerial view map

This instrument prepared by
and upon recording return to:
Heather L. Darden, Esq.
Racetrac Petroleum, Inc.
3225 Cumberland Blvd., Suite 100
Atlanta, GA 30339

(RT Proj#R166/Store #6940)

ENCROACHMENT EASEMENT AGREEMENT

THIS ENCROACHMENT EASEMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2013, by and between **RACETRAC PETROLEUM, INC.**, a Georgia corporation ("**Grantor**"), having an address of 3225 Cumberland Blvd., Suite 100, Attn: Corporate Counsel – Real Estate, Atlanta, Georgia 30339, and **ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("**Grantee**"), having an address of 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain property described in **Exhibit "A"** which is attached hereto and made a part hereof by reference (the "**Grantor's Property**"); and

WHEREAS, Grantee has requested an encroachment easement for the construction and maintenance of a bus passenger shelter to be located upon the Grantor's Property along Fairfield Drive, a right of way maintained by the State of Florida (also known as SR S-289-A);

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement and Installation.**

(a) Grantor hereby grants and conveys to Grantee, a non-exclusive encroachment easement upon and under the that portion of the Grantor's Property described on **Exhibit "B-1"** (which is attached hereto and made a part hereof by reference (the "**Easement Area**") (which Easement Area is also shown on **Exhibit "B-2"** as "Proposed Conditions") for purposes of constructing a bus passenger shelter ("**Improvements**"), with the right to construct, improve, add to, enlarge, and change the Improvements within the Easement Area; provided, however, (a) in no event shall the height of the Improvements ever

exceed 9 (nine) feet, and (b) the Improvements shall be identical in design and appearance to those pictured on **Exhibit "C"** (except the Improvements shall not have opaque sides and shall not contain any advertisement panels, including those shown in the attached picture).

(b) Grantor agrees to construct and install a concrete pad within the Easement Area as necessary for the installation of the Improvements, which pad shall meet the specifications approved by Grantor and Grantee. Grantor shall notify Grantee promptly upon completion of the pad, and within seven (7) business days after such notification, Grantee shall complete the installation of the Improvements.

2. **Removal of Existing Shelter.** The parties acknowledge and agree that Grantee has an existing bus shelter located on Grantor's Property as shown on **Exhibit "B-2"** as "Existing Conditions". Simultaneously with, but not more than twenty-four (24) hours following installation of the Improvements in the Easement Area, Grantee shall remove the existing bus shelter structure from the Grantor's Property and shall repair any damage caused by such removal. In the event Grantee fails to complete such removal within said twenty-four (24) hour period, Grantor shall have the right to remove the existing bus shelter and shall have no liability to Grantee with respect to same.

3. **Maintenance, Repair and Replacement.** Grantee shall, at Grantee's sole cost and expense, install, construct, maintain, repair and replace all Improvements on the Easement Area in a neat, clean, safe, lien-free and good and workmanlike condition at no expense whatsoever to the Grantor. In the event that Grantee installs, constructs, maintains, repairs or replaces any of the Improvements, Grantee shall be obligated to restore the surface condition of the Easement Area and Grantor's property and improvements thereon existing prior to such construction, installation, maintenance, repair and/or replacement. Grantee shall exercise its rights hereunder in a manner that minimizes any interference with Grantor's use and enjoyment of its property.

4. **Termination of Easement.** In the event that either (a) Grantee fails to install the Improvements within thirty (30) days following notice from Grantor that the pad is complete and ready for Grantee's installation, or (b) Grantee ceases to use the Improvements on the Easement Area for the

purposes as set forth herein, or (c) Grantee otherwise abandons the use of the Easement Area, this Agreement herein shall terminate automatically and shall have no further force and effect. This Agreement shall further terminate upon recordation in the public records of Escambia County, Florida, of an instrument terminating this Agreement executed by Grantor and Grantee or their respective successors, assigns, or transferees.

5. **Binding Effect.** The obligations, responsibilities and duties as set forth in this Agreement shall be binding on Grantee and its successors and shall also be binding on Grantor and its successors and subsequent owners of the Easement Area. This easement shall run with the Easement Area and shall be binding on the owner of the Easement Area and its successors in title. All references to Grantor herein shall be deemed to apply to Grantor and its successors in title. All references to Grantee herein shall be deemed to refer to Grantee and its successors.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly signed in the manner set forth below.

GRANTOR:

Signed, sealed and delivered
in the presence of:

RACETRAC PETROLEUM, INC., a Georgia
corporation

Witness: Heather Darden
Print Name: Heather Darden

By: [Signature]
Print Name: Bill Milam
Title: Chief operating officer

Witness: [Signature]
Print Name: MAURIE HENRY

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 9th day of September 2013, by Bill Milam, as Chief Operating officer of RACETRAC PETROLEUM, INC. He/She is personally known to me, or () has produced current _____ as identification.

(NOTARY SEAL)



[Signature]

Signature of Notary Public

D. MARSHALL

Printed Name of Notary Public

ACCEPTANCE

THIS ENCROACHMENT EASEMENT AGREEMENT is accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: Escambia County Attorney
Date: Aug. 14, 2013

EXHIBIT A
GRANTOR'S PROPERTY

ALL OF BLOCKS 88 AND 89, AND THE 20.00 FOOT WIDE ALLEY IN BLOCK 88, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD S-289-A (FAIRFIELD DRIVE - 130' R/W) AND EAST OF THE EAST RIGHT-OF-WAY LINE OF W STREET (80' R/W) AND LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF NORTH V STREET (50' R/W), TOGETHER WITH THAT PORTION OF HAYES STREET (55' R/W), LYING NORTH OF BLOCK 88, LYING EAST OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-289-A (FAIRFIELD DRIVE - 130' R/W), LYING SOUTH OF BLOCK 89 AND LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF NORTH V STREET (50' R/W), PINECREST SUBDIVISION, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO A PLAT RECORDED IN DEED BOOK 55, PAGE 261 OF THE PUBLIC RECORDS OF SAID COUNTY AND BEING MORE FULLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF BLOCK 88 PINECREST SUBDIVISION, BEING A SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO A PLAT RECORDED IN DEED BOOK 55, AT PAGE 261 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 00 DEGREES 16 MINUTES 31 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH V STREET (50' R/W) FOR A DISTANCE OF 300.00 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE WITH THE NORTH RIGHT-OF-WAY LINE OF BAARS STREET (55' R/W); THENCE RUN NORTH 89 DEGREES 41 MINUTES 21 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF BAARS STREET, A DISTANCE OF 232.15 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE WITH THE EAST RIGHT-OF-WAY LINE OF W STREET (80' R/W); THENCE RUN NORTH 00 DEGREES 11 MINUTES 39 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 293.49 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF W STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD S-289-A (FAIRFIELD DRIVE - 130' R/W); THENCE RUN NORTH 69 DEGREES 28 MINUTES 20 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 250.91 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE WEST RIGHT-OF-WAY LINE OF NORTH V STREET; THENCE RUN SOUTH 00 DEGREES 16 MINUTES 31 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 82.73 FEET TO THE POINT OF BEGINNING.

Being the same property conveyed to Grantor by the following deeds, recorded in the records of the Clerk of Circuit Court, Escambia County, Florida:

- (1) Special Warranty Deed dated April 9, 2013, From 3040 North W Street, LLC, recorded April 10, 2013, in OR Book 7000, Page 616;
- (2) Quit Claim Deed dated April 3, 2013, from State of Florida DOT, recorded April 10, 2103 in OR Book 7000, Page 624;
- (3) Quit Claim Deed dated April 3, 2013, from State of Florida DOT, recorded April 10, 2103 in OR Book 7000, Page 627; and
- (4) Quit Claim Deed dated April 3, 2013, from State of Florida DOT, recorded April 10, 2103 in OR Book 7000, Page 631.

EXHIBIT B-1
Easement Area

BUS CANOPY EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 88 PINECREST SUBDIVISION, BEING A SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO A PLAT RECORDED IN DEED BOOK 55, AT PAGE 261 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN NORTH 00 DEGREES 16 MINUTES 31 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH V STREET (50' R/W) FOR A DISTANCE OF 82.73 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FAIRFIELD DRIVE (STATE ROAD 289-A - 130' R/W); THENCE RUN SOUTH 69 DEGREES 28 MINUTES 20 SECONDS WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.54 FEET TO THE POINT OF BEGINNING OF SAID BUS CANOPY EASEMENT; THENCE LEAVE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE FAIRFIELD DRIVE (STATE ROAD 289-A) AND RUN SOUTH 20 DEGREES 31 MINUTES 40 SECONDS EAST A DISTANCE OF 9.50 FEET; THENCE RUN NORTH 69 DEGREES 28 MINUTES 20 SECONDS EAST A DISTANCE OF 8.0 FEET; THENCE RUN SOUTH 20 DEGREES 31 MINUTES 40 SECONDS EAST A DISTANCE OF 10.00 FEET; THENCE RUN THENCE RUN SOUTH 69 DEGREES 28 MINUTES 20 SECONDS WEST A DISTANCE OF 14.00 FEET; THENCE RUN NORTH 20 DEGREES 31 MINUTES 40 SECONDS WEST A DISTANCE OF 19.50 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FAIRFIELD DRIVE (STATE ROAD 289-A - 130' R/W); THENCE RUN NORTH 69 DEGREES 28 MINUTES 20 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF FAIRFIELD DRIVE (STATE ROAD 289-A - 130' R/W), A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING OF BUS CANOPY EASEMENT.

EXHIBIT B-2

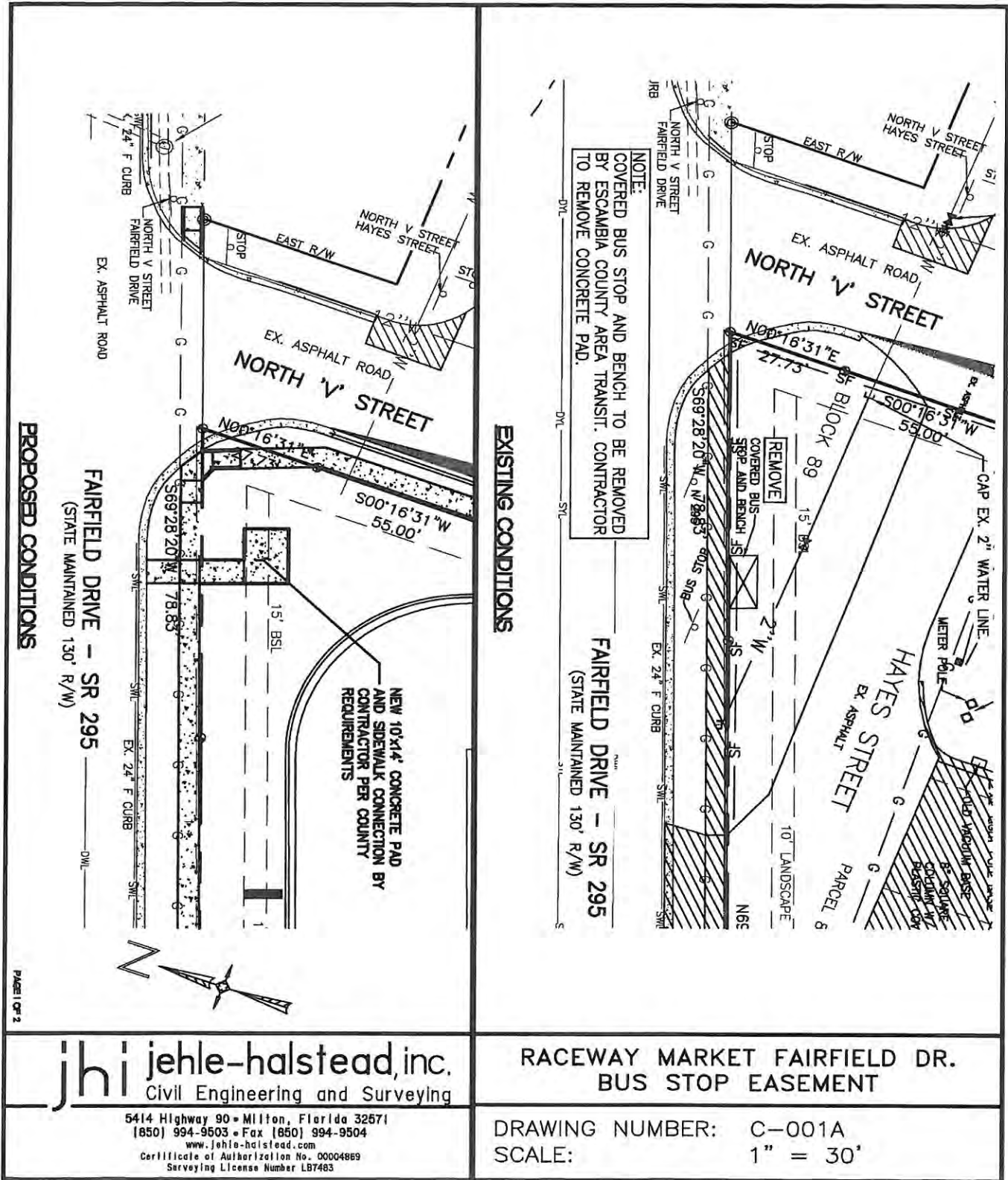
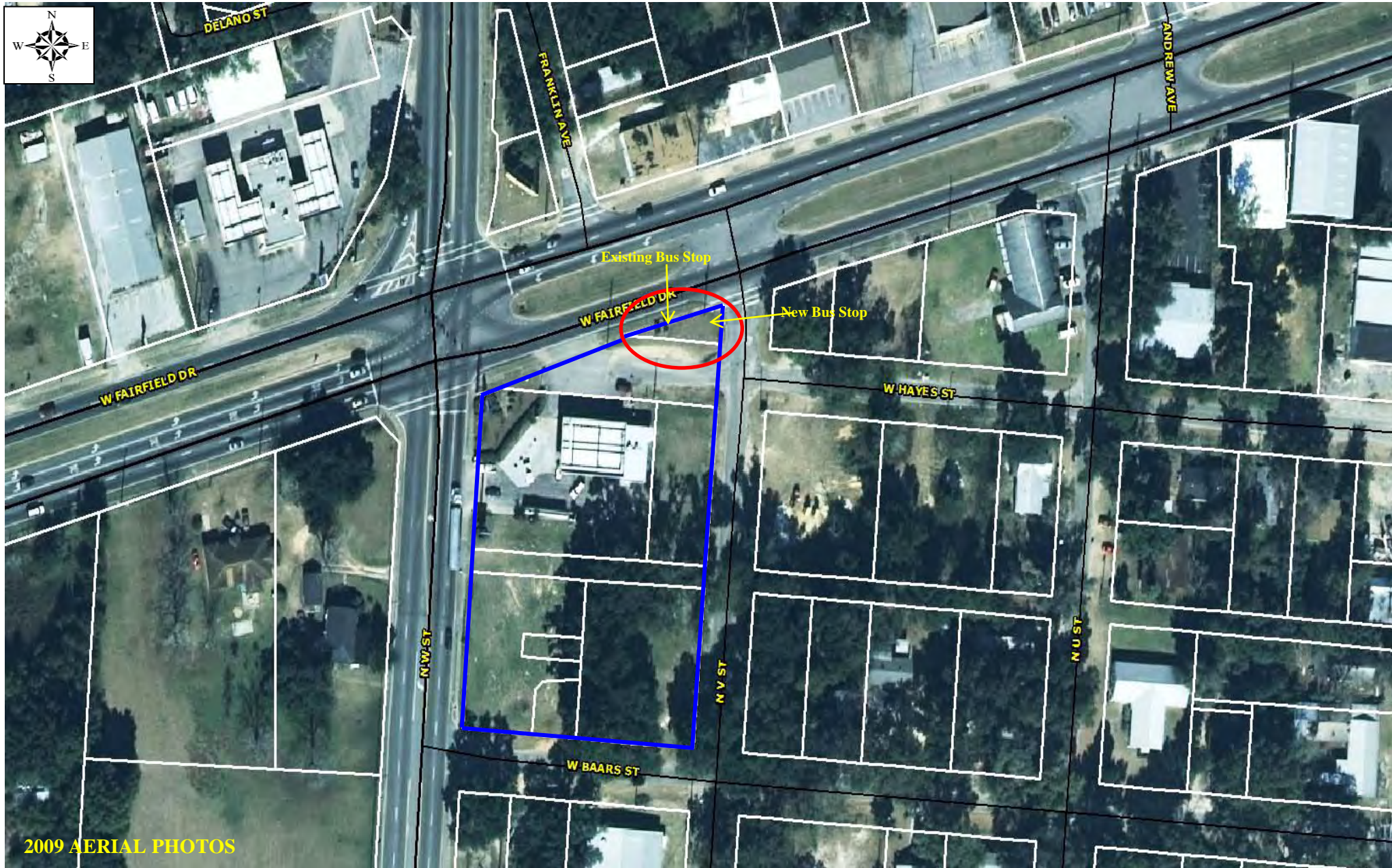


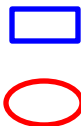
EXHIBIT C



Proposed Encroachment Easement Agreement / RaceTrac, Inc.



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 08/05/13 DISTRICT 3



RaceTrac Property

Area of Existing Bus Stop and Relocation Area



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4987

County Administrator's Report 13. 38.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: State Road 10 (US 90A - Nine Mile Road) – Transfer Project from Escambia County to Florida Department of Transportation

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Road 10 (US 90A - Nine Mile Road) – Transfer Project from Escambia County to the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of the State Road (SR) 10 (US 90A - Nine Mile Road) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

A. Adopt the Resolution supporting the transfer of the SR 10 (US 90A - Nine Mile Road) Project from Escambia County to FDOT and authorizing the Chairman to sign the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida, and the State of Florida Department of Transportation Assignment Agreement, and the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;

B. Approve the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida;

C. Approve the State of Florida Department of Transportation Assignment Agreement; and

D. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Project #218605-2-38-01.

[Funding Source: Fund 352, "LOST III," Cost Center 210107/56301, Project #08EN0165]

BACKGROUND:

Escambia County and the Florida Department of Transportation (FDOT) entered into a Transportation Regional Incentive Program (TRIP) Agreement on June 18, 2009, to perform a Design Update of SR 10 (US 90A - Nine Mile Road) from SR 297 (Pine Forest Road) to US 29.

Escambia County and DRMP, Inc. entered into an Agreement on November 5, 2009, which was subsequently amended, to perform these PD&E services for SR 10 (US 90A - Nine Mile Road).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with DRMP, Inc. from Escambia County to FDOT, essentially reversing the Contract Agreements.

BUDGETARY IMPACT:

Funds for this transfer are available in Fund 352, "LOST III," Cost Center 210107/56301, Project #08EN0165.

Escambia County will, within fourteen days of the execution of this Agreement, furnish FDOT an advance deposit in the amount of \$215,335 for full payment of the County's 50% share of the estimated project cost. FDOT and the County agree that this payment constitutes a full and final payment for the County's share of the cost of the work on the Project.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Amendment to the TRIP Agreement by and between State of Florida Department of Transportation and Escambia County, the State of Florida Department of Transportation Assignment Agreement, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, and the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this Recommendation, the Chairman will need to sign five original copies of the Amendment to the TRIP Agreement, the Transportation Assignment Agreement, and the Locally Funded Agreement. The Clerk's office will then need to certify five copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the five signed original copies of all Agreements and five certified copies of the Resolution to FDOT for final signatures and for their files.

Attachments

Resolution

Amendment to TRIP

Assignment Agreement

Locally Funded Agreement

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 10 (US90A) (NINE MILE ROAD) PROJECT FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BY AND BETWEEN STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND ESCAMBIA, COUNTY FLORIDA, AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT, AND THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY FOR PROJECT 218605-2-38-01; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 10 (US90A) (Nine Mile Road) from SR297 (Pine Forest Road to US29, FPID 218605-2-38-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$215,335 for full payment of the County's share of the estimated Project cost; and

WHEREAS, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board of County Commissioners hereby supports the proposed transfer of the SR 10 (US90A) (Nine Mile Road) Project from Escambia County to Florida Department of Transportation.

SECTION 3. That the Board authorizes the Chairman to sign the Amendment to the Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida, and the State of Florida Department of Transportation Assignment Agreement, and the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County for Project # 218605-2-38-01.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: 9/25/13

AMENDMENT TO
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT
BY AND BETWEEN
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY, FLORIDA

This Amendment to Agreement made and effective this ____ day of _____ 2013 by and between State of Florida, Department of Transportation ("DEPARTMENT") and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (AP865) (the "TRIP") on June 18, 2009 that provides for the performance of a Design Update for SR10 (US90A) (Nine Mile Road) from SR297 (Pine Forest Road) to US 29.
2. The parties desire to amend the TRIP.

NOW, THEREFORE, the parties hereto agree as follows:

3. The recitals in paragraphs 1 and 2 above are true and incorporated into this agreement by reference.
4. With respect to the PROJECT described in the TRIP, DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY on and after the day, month and year set forth above.

IN WITNESS WHEREOF, COUNTY has caused this Amendment to the TRIP to be executed in its behalf by the Chair of the Board of County Commissioners, or authorized designee, as authorized by Resolution Number _____, and the DEPARTMENT has caused this Amendment to be executed in its behalf through its District Secretary or authorized designee.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chair

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: K. H. [Signature] 9/24/13
Title: ACA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
James T. Barfield, P.E.,
District Three Secretary

Date: _____

Attest: _____
Executive Secretary (Seal)

Legal Review:

Office of the General Counsel

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ASSIGNMENT AGREEMENT**

Assignment and Amendment for the Agreement to perform Design services on SR10 (US90A) (Nine Mile Road) from SR297 (Pine Forest Road) to US29 in Escambia County dated _____.

Hereinafter known as Contract AP865

Financial Project I.D. 218605-2-38-01

Vendor No. VF59 791 174 001

This Agreement of Assignment made and effective this ____ day of _____, 2013, among Escambia County, a political subdivision of the State of Florida ("AGENCY") ("ASSIGNOR"), DRMP, Inc. ("CONSULTANT"), and the State of Florida Department of Transportation ("DEPARTMENT") ("ASSIGNEE"),

1. AGENCY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on June 18, 2009, to perform a Design Update of SR10 (US90A) (Nine Mile Road) from SR297 (Pine Forest Road) to US29 (the "PROJECT").
2. AGENCY, as an agent of DEPARTMENT, and CONSULTANT entered into an Agreement dated November 5, 2009, which was subsequently amended, to perform these Design services for the PROJECT.
3. Interest in the TRIP is, by its terms, assignable only upon written consent of DEPARTMENT.
4. AGENCY desires to assign the Agreement with CONSULTANT to DEPARTMENT, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement.

NOW, THEREFORE, the parties hereto do agree as follows:

5. The aforementioned recitations in paragraphs 1 through 4 are true and are by reference made part of this agreement.
6. AGENCY hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire duties under the Agreement with CONSULTANT to DEPARTMENT subject to the covenants and conditions herein mentioned.
7. AGENCY hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this Assignment Agreement. DEPARTMENT hereby assumes AGENCY'S responsibilities and obligations on and after the effective date of this Assignment Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.

8. The CONSULTANT hereby consents to the assignment of the Agreement to the DEPARTMENT.

9. DEPARTMENT consents to and accepts the assignment of the Agreement to DEPARTMENT; provided, however, DEPARTMENT'S consent to this matter will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of CONSULTANT under the contract to the extent of CONSULTANT'S responsibilities to the AGENCY up to the effective date of this assignment or to the extent of CONSULTANT'S failure to perform under the Agreement hereafter, it being understood that this assignment will not be deemed to effect a novation. This Assignment Agreement will not release AGENCY from liabilities incurred prior to the effective date of this assignment.

10. The DEPARTMENT has established State of Florida Department of Transportation Contract Number AP865 for continuation of the services required for this project. All sums which become payable by DEPARTMENT for services rendered on and after the date of this Assignment Agreement will be made to CONSULTANT, as between DEPARTMENT and CONSULTANT. CONSULTANT and DEPARTMENT hereby agree that, when the DEPARTMENT will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made by AGENCY or hereafter by DEPARTMENT, which in the aggregate are equal to the total sums payable under the Agreement, such payment will constitute satisfaction in full of AGENCY'S and DEPARTMENT'S obligation to pay the sums which it is obligated to pay pursuant to the Agreement. The balance available under said contract for the remaining services until AGENCY'S deposit of the funds required under its Locally Funded Agreement related to the PROJECT is equal to \$127,408.67. The balance available will be increased by the amount deposited pursuant to the Locally Funded Agreement at the time the deposit is made.

11. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to DEPARTMENT, it being understood that DEPARTMENT will stand in the place of AGENCY as though no assignment has occurred.

12. AGENCY and CONSULTANT hereby represent, and DEPARTMENT hereby accepts, that there are no claims or demands against DEPARTMENT arising out of or related to the performance under the Agreement prior to the effective date hereof. DEPARTMENT will not be responsible for contractual compensation for services or claims which occurred prior to this assignment. DEPARTMENT is hereby released from such liability under this Agreement.

13. The CONSULTANT shall:

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

Expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ASSIGNOR:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chair

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:
By: [Signature]
Title: ACA

CONSULTANT:

DRMP, INC.

By: _____
Name: _____
Its: _____

Date: _____

Attest: _____
Secretary/Assistant Secretary

ASSIGNEE:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
James T. Barfield, P.E.,
District Three Secretary

Date: _____

Attest: _____
Executive Secretary (Seal)

Legal Review: _____
Office of the General Counsel

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY**

Project # 218605-2-38-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on June 18, 2009, to perform a Design Update of SR10 (US90A) (Nine Mile Road) from SR297 (Pine Forest Road) to US29 (hereinafter "the PROJECT").
2. DEPARTMENT will now undertake and administer the PROJECT, and COUNTY and DEPARTMENT have amended the TRIP so that DEPARTMENT shall have no further obligation to pay or reimburse COUNTY for any services performed by or for COUNTY under the provisions of the TRIP.
3. In furtherance of DEPARTMENT's assumption of the PROJECT, COUNTY has assigned its agreement with the consultant performing Design Services for the PROJECT to the DEPARTMENT.
4. COUNTY is desirous of sharing in the funding of the PROJECT by contributing a lump sum amount to be applied against PROJECT costs.
5. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, "F.S.," and other sections of the Florida Transportation Code.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

- 6 The facts stated in the recitals, above, are true and correct and are incorporated into and made a part of this AGREEMENT.
7. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT, furnish the DEPARTMENT a contribution in the amount of **TWO HUNDRED FIFTEEN THOUSAND THREE HUNDRED THIRTY FIVE and 00/100 DOLLARS (\$215,335.00)** to be used for a portion of the estimated project cost for project number 218605-2-38-01. The DEPARTMENT may utilize this contribution for payment of the PROJECT.
8. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the contribution as provided for in paragraph seven (7).
9. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit. The DEPARTMENT and the COUNTY agree that the payment shall be an asset of the DEPARTMENT, and constitutes a full and final payment for the County's share of the cost of the work on the Project, without any requirement for a subsequent accounting for the use of the payment.

10. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:

Public Works Department
Escambia County
Attn: Joy D. Blackmon, P.E.
3363 W. Park Place
Pensacola, FL 32505

FOR THE DEPARTMENT

Florida Department of Transportation
Attn: District Program Development Manager
Post Office Box 607
Chipley, FL 32428

11. The following provisions of Section 339.135(6)(a), F.S., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement, and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written, properly-executed document.

13. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

14. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

16. The COUNTY:

(a). 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 COUNTY during the term of the contract; and

(b). 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.

17. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party (as indicated by the date stated under that party's signature) shall be deemed the date of this AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

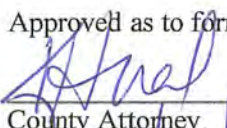
**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY**

By: _____
Name: _____
Title: Chair _____
Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

By: _____ (SEAL)
Deputy Clerk

Approved as to form and legal sufficiency:


County Attorney

Date: 9/24/13

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
James T. Barfield, P.E.
District Secretary, District Three
Date: _____

Attest: _____
Executive Secretary (SEAL)

Legal Review:

Office of the General Counsel

Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5000

County Administrator's Report 13. 39.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Acquisition of Real Property Located at 11790 Mobile Highway

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 11790 Mobile Highway from Ricky and Traci Herndon - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase, subject to Legal review and sign-off, between Ricky and Traci Herndon and Escambia County, for the acquisition of real property located at 11790 Mobile Highway.

Board action of September 5, 2013, authorized staff to make an offer of \$346,500 to the Herndons to purchase the two contiguous parcels of property they own at 11790 Mobile Highway. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

[Funding Source: Fund 352, Lost III, Cost Center 220102, NESD Capitol Projects, Object Code 56101, Project 08NE0018, "Boat Ramps"]

BACKGROUND:

Escambia County has a project in design to construct a public boat ramp facility on Perdido River at Mobile Highway (Highway 90). To facilitate this project staff has been working to acquire properties fronting along Perdido River. Ricky and Traci Herndon own two contiguous parcels of real property on Perdido River, which the County would like to acquire.

Board action of September 5, 2013, authorized staff to make an offer of \$346,500 to the Herndons to purchase the two contiguous parcels of property they own at 11790 Mobile Highway. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding Source: Fund 352, Lost III, Cost Center 220102, NESD Capitol Projects, Object Code 56101, Project 08NE0018 "Boat Ramps".

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and will conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

09.05.13 BCC Action

Checklist

Parcel A Info

Parcel B Info

Aerial View

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board authorize staff to make an offer to Ricky and Traci Herndon to purchase two contiguous parcels of real property, totaling approximately 1.85 acres, located on Mobile Highway at Perdido River, for the purchase price of \$296,500, which is the average of two appraisals acquired by staff; this offer is subject to completion of the due diligence process; the owner has 30 days to accept the offer in writing (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102 [NESD Capital Projects], Object Code 56101, Project 08NE0018, Boat Ramps).

Approved 4-1, with Commissioner Robinson voting "no," for the purchase price of \$346,500

For Information: The Board heard Commissioner Barry disclose a previous, but not ongoing, business relationship with the property owner.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board, concerning Escambia County, FL v. GFD Construction, Inc., and Anthony J. Green, Sr. (Case No. 2011 CA 001778), authorize the County Attorney's Office to:
 - A. File a Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt for Violating the Injunction of December 14, 2011, and to request any other appropriate relief to ensure compliance; and
 - B. File a Petition for Injunctive Relief against any successors in interest to the subject property, if necessary.

Approved 3-0, with Commissioner May abstaining (and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers) and Commissioner Robinson absent



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Herndon Property @ 11790 Mobile Highway / Parcel No. 10-1S-32-7004-000-019 and Parcel No. 10-1S-32-5001-002-001

County Administrator (or designee) - Appraisals

Appraiser (1): Asmar Appraisal Company, Inc.
 Date of appraisal: 09/04/2013
 Appraised value: \$293,000
 Received by: Larry Goodwin

Appraiser (2): Brantley & Associates
 Date of appraisal: 09/02/2013
 Appraised value: \$300,000
 Received by: Larry Goodwin

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: See attached form Robert Turpin
 Received by: Larry Goodwin
 Comments: No concerns.

Date of Phase II: N/A
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: William Turner, Division Manager, Facilities Management
 Date: 09/20/2013
 Comments: No concerns / see attached from Facilities Management

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner, Risk Analyst
 Date: 09/20/2013
 Comments: No concerns / see attached from Risk Management

Engineering Department - Review of Survey or Boundary Map

Completed by: See attached checklist from Rick Colocado (County Surveyor)
 Date: _____
 Comments: No issues.

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 (LOST III), Cost Center 220102 (NESD Capital Projects), Object Code 56101, Project 08NE0018 (Boat Ramps)
 Verified by: Susan Holt
 Date: 08/22/2013
 Comments: See attached memo from Susan Holt

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Herndon Property @ 11790 Mobile Highway / Parcel No. 10-1S-32-7004-000-019 / Account # 102453600

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Maintenance Division
 Date: September 20, 2013
 Comments: See attached memo dated 09/24/2013

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Director's Signature

David W. Wheeler
 David W. Wheeler, CFM

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

FACILITIES MANAGEMENT DEPARTMENT

100 E. Blount Street
Pensacola, FL 32501

David W. Wheeler, CFM
Director

MEMORANDUM

FMM-13-010

Date: September 24, 2013

To: David W. Wheeler, CFM, Director, Facilities Management

From: William M. Turner, Division Manager, Facilities Management

A handwritten signature in black ink, appearing to read "David W. Wheeler", is written over the "To:" line of the memorandum.

Re: Building Inspection of the properties located at 11780 Mobile, Highway

On September 20, 2013, Mr. Marcus Faulkner, Risk Management, and I conducted an inspection of Parcels "A" and "B" located at 11780 Mobile Highway. The owner, Mr. Ricky Herndon assisted with the inspection.

Parcel "A":

There are 2 structures on this parcel: a house, and a boat dock.



Parcel "A"(Continued):

House:

The house is a single story, brick facade structure with approximately 2,400 sq. ft, which was built in 1992. It has 3 bedrooms, 2 bathrooms, a kitchen with a breakfast nook, a laundry room, and a 2 car garage. The current air conditioning system was installed in 1998 and is nearing the end of its life expectancy.

The south roof has had shingles replaced in several areas. However, there is no evidence of roof leaks inside the building at this time.

The rear wood deck has some wood, which needs to be replaced, especially the west trim board. The overall condition of the deck is sound.

The overall condition of the house is considered to be good.

Drive Way:

There is a concrete drive way from the road to the double car garage. The concrete is badly cracked, with large pieces broken off near the road.

The overall condition of the drive way is considered to be poor.

Fence:

The chain link fence is not complete. The west side is not fenced. The existing fence has been damaged in several areas.

The overall condition of the chain link fence is considered to be poor.

Grounds:

The property drains from the south towards the Perdido River to the north. There is a large area of erosion, as the property slopes toward the river.

Boat Dock:

The boat dock is constructed from wood with approximately 200 sq. ft. Several pieces of wood need to be replace, but the decking has a solid feel.

Overall condition is considered to be fair.



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Herndon Property @ 11790 Mobile Highway / Parcel No. 10-1S-32-7004-000-019 /
Account # 102453600

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____
 Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner
 Date: 9-20-13
 Comments: Both lots show significant erosion issues, the rear deck attached to the home, as well as the two docks along the waters edge exhibit conditions which may require extensive rehabilitation to alleviate structural integrity concerns.

Engineering Department - Review of Survey or Boundary Map


Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

← Navigate Mode  Account  Reference →

[Restore Full Page Version](#)

Amendment 1/Portability Calculations

[illegible]

Buildings

Building 1 - Address: 11790 MOBILE HWY, Year Built: 1992, Effective Year: 1992

Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-BRICK-FACE
NO. PLUMBING FIXTURES- 7.00
DWELLING UNITS- 1.00
ROOF FRAMING-HIP-HI PITCH
ROOF COVER-DIMEN/ARCH SHNG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-TILE/STAIN CONC/BRICK
NO. STORIES- 1.00
FLOOR COVER-CARPET
DECOR/MILLWORK-ABOVE AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

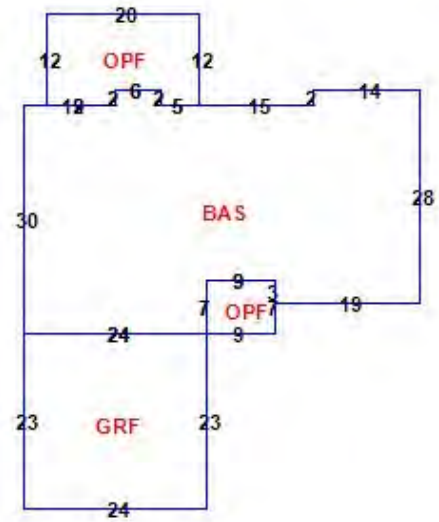


Areas - 2304 Total SF

BASE AREA - 1461

GARAGE FIN - 552

OPEN PORCH FIN - 291



Images



5/6/03

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.

Source: Escambia County Property Appraiser

Parcel "B" [Navigate Mode](#)  [Account](#)  [Reference](#)
[Restore Full Page Version](#)**General Information**

Reference: 101S325001002001
Account: 102448200
Owners: HERNDON RICKY &
HERNDON TRACI
Mail: 8190 BELLE PINES LN
PENSACOLA, FL 32526
Situs: RUBY FISH CAMP RD 32526
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$0
Land: \$24,900

Total: \$24,900
[Save Our Homes:](#) \$0

[Disclaimer](#)[Amendment 1/Portability Calculations](#)**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/27/2008	6395	580	\$43,000	WD	View Instr
10/27/2008	6395	578	\$100	QC	View Instr
01/2002	6395	577	\$100	OT	View Instr
12/1984	1996	84	\$100	QC	View Instr
01/1976	988	762	\$12,000	WD	View Instr
01/1976	1040	126	\$12,300	WD	View Instr
01/1975	898	468	\$3,100	SM	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and
Comptroller

2013 Certified Roll Exemptions

None

Legal Description

BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT
N 94 32/100 FT W 75 FT N 3 DEG 9 MIN W 317 FT TO...

Extra Features

None

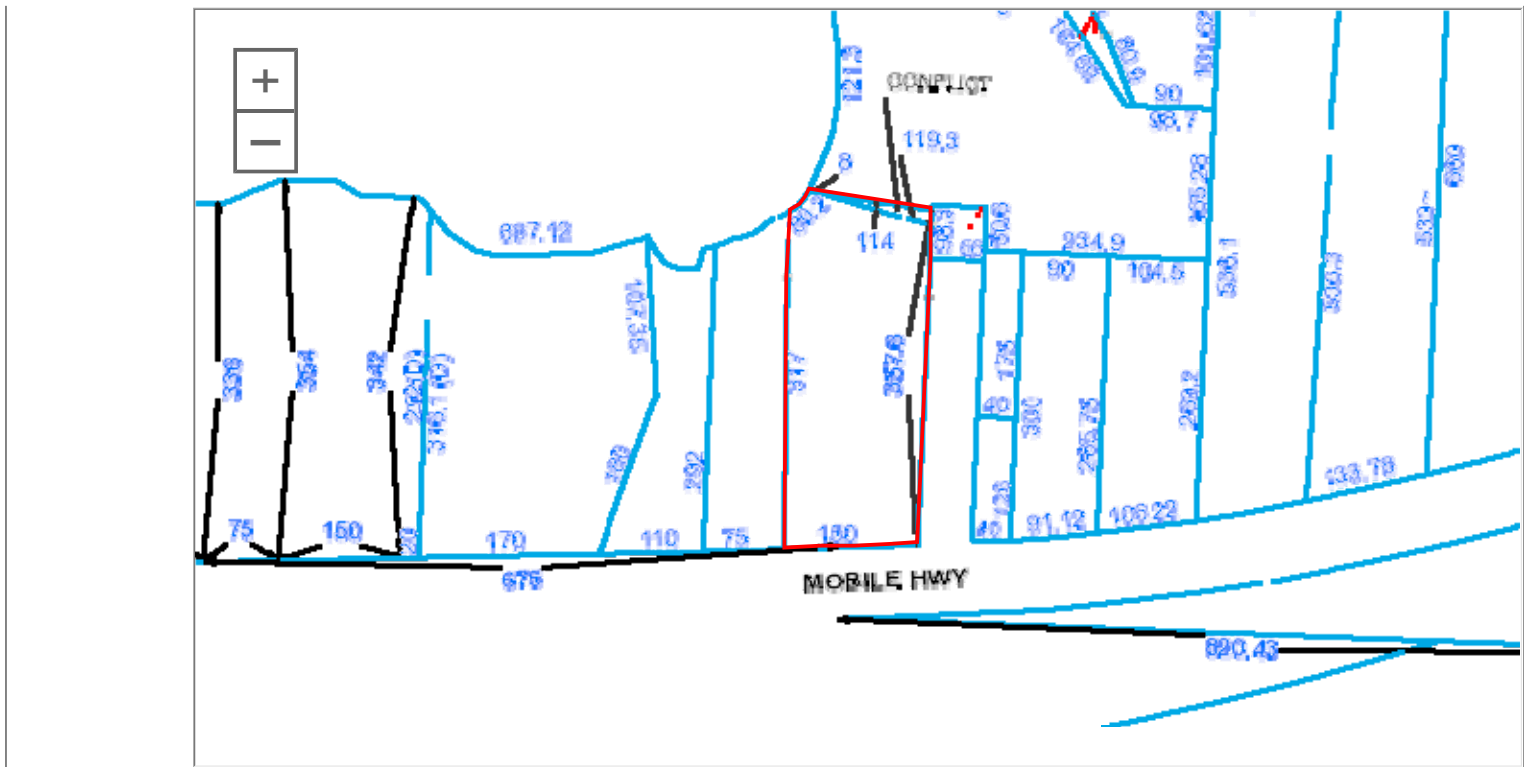
Parcel Information[Launch Interactive Map](#)**Section Map**

Id:
[10-1S-32](#)

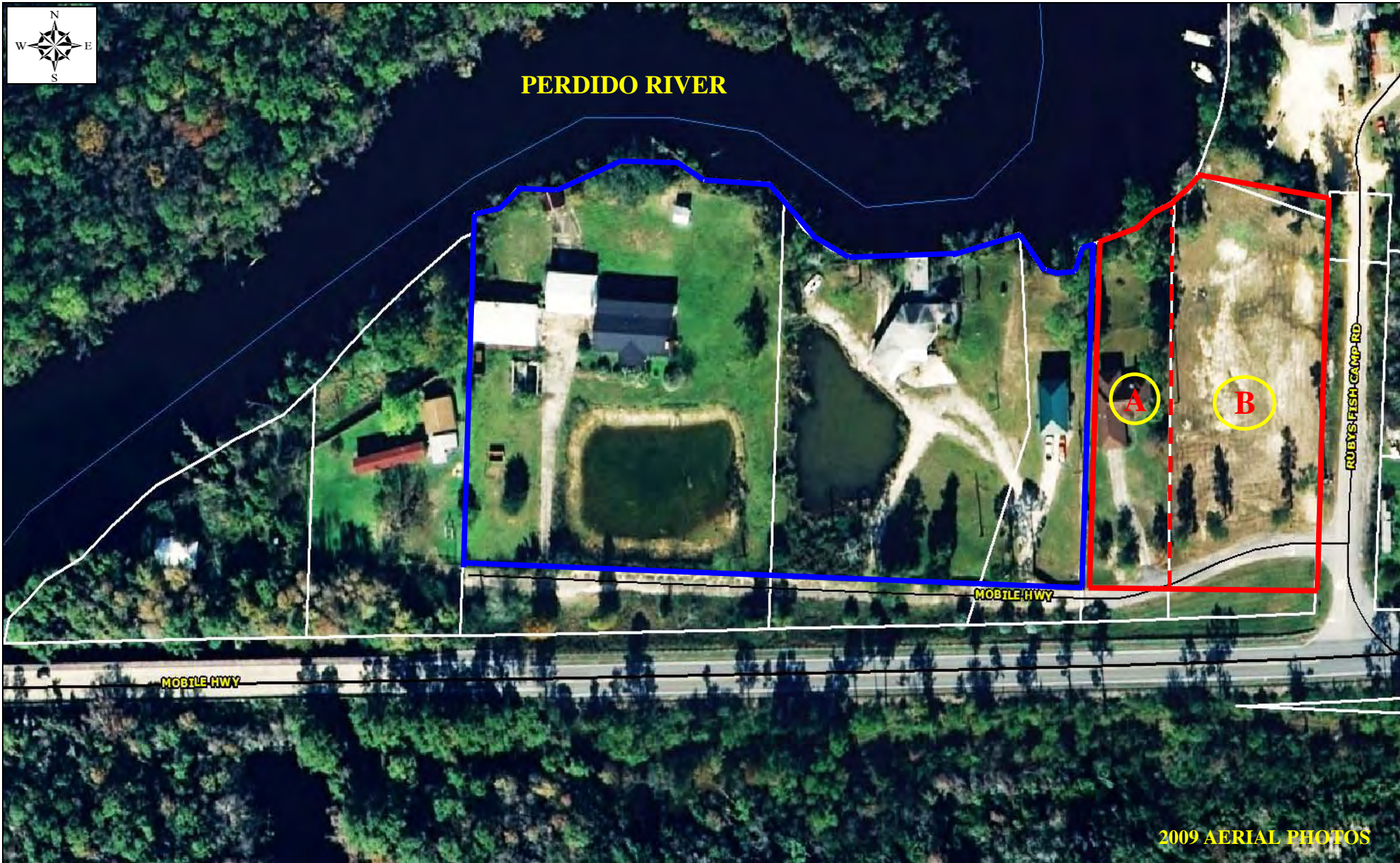
Approx. Acreage:
1.2300

Zoned:
R-R

Evacuation & Flood Information
[Open Report](#)



PROPERTY ACQUISITIONS / HIGHWAY 90 (Mobile Highway) @ PERDIDO RIVER



 COUNTY PROPERTY / 4.83 ACRES / \$1,053,500 (Appraised Values)

 HERNDON PROPERTY / 1.85 ACRES / \$400,000 Herndon appraisal & offer to sell



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 08/07/13 DISTRICT 1



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5001

County Administrator's Report 13. 40.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Acquisition of Real Property Located on Johnson Avenue

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located on Johnson Avenue from Donald S. and Robbie S. Brantley - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase, subject to Legal review and sign-off, between Donald S. and Robbie S. Brantley and Escambia County, for the acquisition of real property located on Johnson Avenue.

Board action of September 5, 2013, authorized staff to make an offer of \$48,000 to the Brantleys to purchase a parcel of real property (Parcel "B") they own on Johnson Avenue near the intersection of Olive Road and Johnson Avenue. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

[Funding Source: Fund 352, "LOST III," Account 210109/56101/56301, Project 10EN0363]

BACKGROUND:

The County has a project in design to make road and drainage improvements on Olive Road. Part of this project includes intersection relocation and improvements to the intersection of Olive Road and Johnson Avenue, which required the acquisition of additional property in this area.

Board action of September 5, 2013, authorized staff to make an offer of \$48,000 to the Brantleys to purchase a parcel of real property (Parcel "B") they own on Johnson Avenue near the intersection of Olive Road and Johnson Avenue. The property owners have agreed to the purchase price and have executed a Contract for Sale and Purchase. Board authorization is required for the Chairman or Vice Chairman to acknowledge the Board's acceptance of the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352, "LOST III", Account 210109/56101/56301, Project 10EN0363.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and will conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

BCC action 09-05-2013

Parcel information

Checklist

aerial map

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Recommendation: That the Board exempt from the public bidding process and authorize the emergency purchase of, and issuance of any required purchase order for, uniforms and badges from Azar Uniforms, in the amount of \$70,862, as outlined in the Escambia County (*Code*) of Ordinances Chapter 46, Article II, Section 46-93.

Approved 5-0

III. FOR DISCUSSION

1. Recommendation: That the Board, regarding the acquisition of a parcel of real property for stormwater retention purposes on Pace Boulevard, authorize staff to make an offer to Robina Mehmood, to purchase a parcel of real property (approximately 2.00 acres), located at 3601 North Pace Boulevard, for the purchase price of \$335,000, which is the average of two appraisals acquired by staff, subject to completion of the due diligence process; the owner has 30 days to accept the offer in writing (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107/56101/56301, Project Number 12EN1763).

Approved 5-0, for the purchase price of \$360,000

2. Recommendation: That the Board authorize staff to make an offer to White Cedar Gardens, Inc. (Donald S. Brantley, President), as to Parcel "A" (Olive Road parcel), and Donald S. and Robbie S. Brantley, as to Parcel "B" (Johnson Avenue parcel), to purchase Parcel "A" (approximately 3.05 acres) for the appraised value of \$137,000, and Parcel "B" (approximately 0.41 acre) for the appraised value of \$40,000, for a total of \$177,000 for both parcels, for stormwater retention and roadway improvement purposes on Olive Road and Johnson Avenue, subject to completion of the due diligence process; the owners have 30 days to accept the offer in writing (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210109/56101/56301, Project Number 10EN0363).

Approved 5-0 to purchase Parcel "B" only, for the purchase price of \$48,000

Speaker(s):

Donald S. "Don" Brantley

PARCEL "B"**General Information**

Reference: 061S291009020001
Account: 010317103
Owners: BRANTLEY DONALD S & ROBBIE S
Mail: 4139 LYRIC LN
 PENSACOLA, FL 32514
Situs: JOHNSON AVE 32514
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$0
Land: \$15,190

Total: \$15,190
[Save Our Homes:](#) \$0

[Disclaimer](#)[Amendment 1/Portability Calculations](#)**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1988	2498	441	\$100	WD	View Instr
09/1986	2273	366	\$237,727	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and
Comptroller

2013 Certified Roll Exemptions

None

Legal Description

BEG AT NW COR OF JOSEPH NORIEGA GRANT SEC 6 N 86
 DEG 42 MIN 16 SEC E ALG N LI OF SD SEC 2315 20/100
 FT...

Extra Features

None

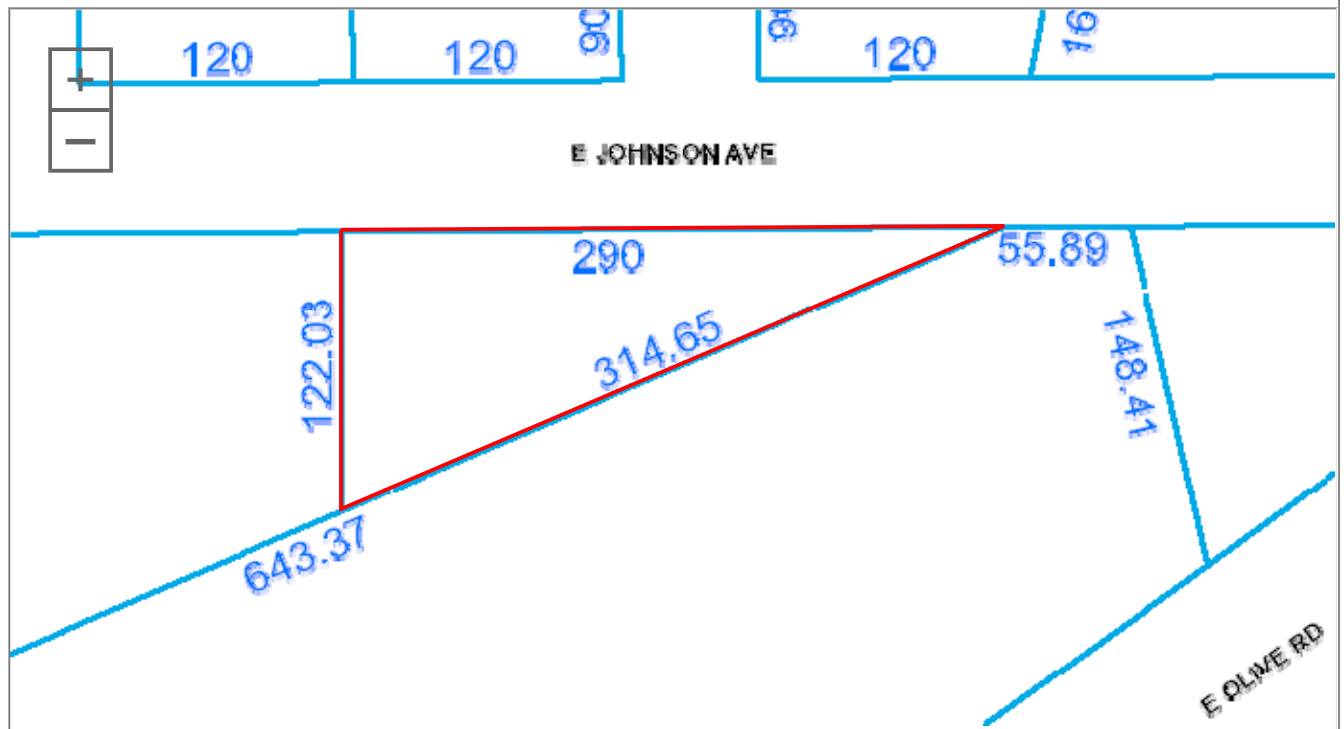
Parcel Information[Launch Interactive Map](#)

Section Map Id:
[06-1S-29-2](#)

Approx. Acreage:
 0.4100

Zoned:
 R-6

Evacuation & Flood Information
[Open Report](#)





Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Brantley Property @ Olive and Johnson / 06-1S-29-1009-020-001

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green & Associates
 Date of appraisal: 04/19/2012
 Appraised value: \$40,000
 Received by: Larry Goodwin
 Comments:

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: ESA - 9/23/13
 Received by: Larry Goodwin
 Comments: No concerns / See attached from Doyle Butler

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Vacant property / No review required
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: Vacant property / No review required
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCADO
 Date: 03-25-13
 Comments: REVIEWED CERTIFIED BOUNDARY SURVEY - DID NOT FIELD VERIFY

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 COST III 210109/56301
 Verified by: [Signature]
 Date: 10-4-13
 Comments: 1020363

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Community & Environment Bureau

13009 Beulah Road
Cantonment, Florida 32533-8831
Phone: 850.937.2160
Fax: 850.937.2152

Pat Johnson, Director



To: Larry Goodwin
FROM: Doyle Butler
DATE: September 23, 2013

RE: ESA Exemption on Brantley Parcel - E Johnson Ave

The vacant parcel of land belonging to Donald S. and Robbie S. Brantley located on East Johnson Ave. identified as 061S291009029991 Ref 010317103' Pensacola, FL 32514 was reviewed to determine a need for an Environmental Site Assessment.

Available documentation, along with historical data such as maps and aerial photos indicated this site has never experienced development. Its' history show indicate it has never experienced a recognized environmental impact. The site is an outparcel of an apartment complex built on the parent parcel. Don Brantley was interviewed and stated the apartment complex was built ca. 1988. The targeted site has had no unusual uses since.

This parcel qualifies for the waiver of an ESA as cited in Sec. 46-139 (2) (b), Esc Co.

Thank you,

A handwritten signature in blue ink that reads "Doyle Butler".

Doyle Butler
Engineering Project Coordinator
ECSW

Ph 850-937-2148



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Property Location/Identification: Brantley Property @ Olive and Johnson / Parcel Reference Number 06-1S-29-1009-020-001

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green & Associates
 Date of appraisal: 04/19/2012
 Appraised value: \$40,000
 Received by: Larry Goodwin
 Comments:

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 9/16/2013
 Received by: Doyle Butler
 Comments: No Recognized Environmental Hazards
 WARNER Per Sec 46-139 (2)(b) CS 010
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Parcel: 06-1S-29-1001-006-001

1961 Aerial Photography
Florida Department of Transportation
Florida Aerial Photography Archive Collection

0 50 100 200 Feet





1970 Aerial Photography

Florida Department of Transportation
Florida Aerial Photography Archive Collection

0 50 100 200
Feet



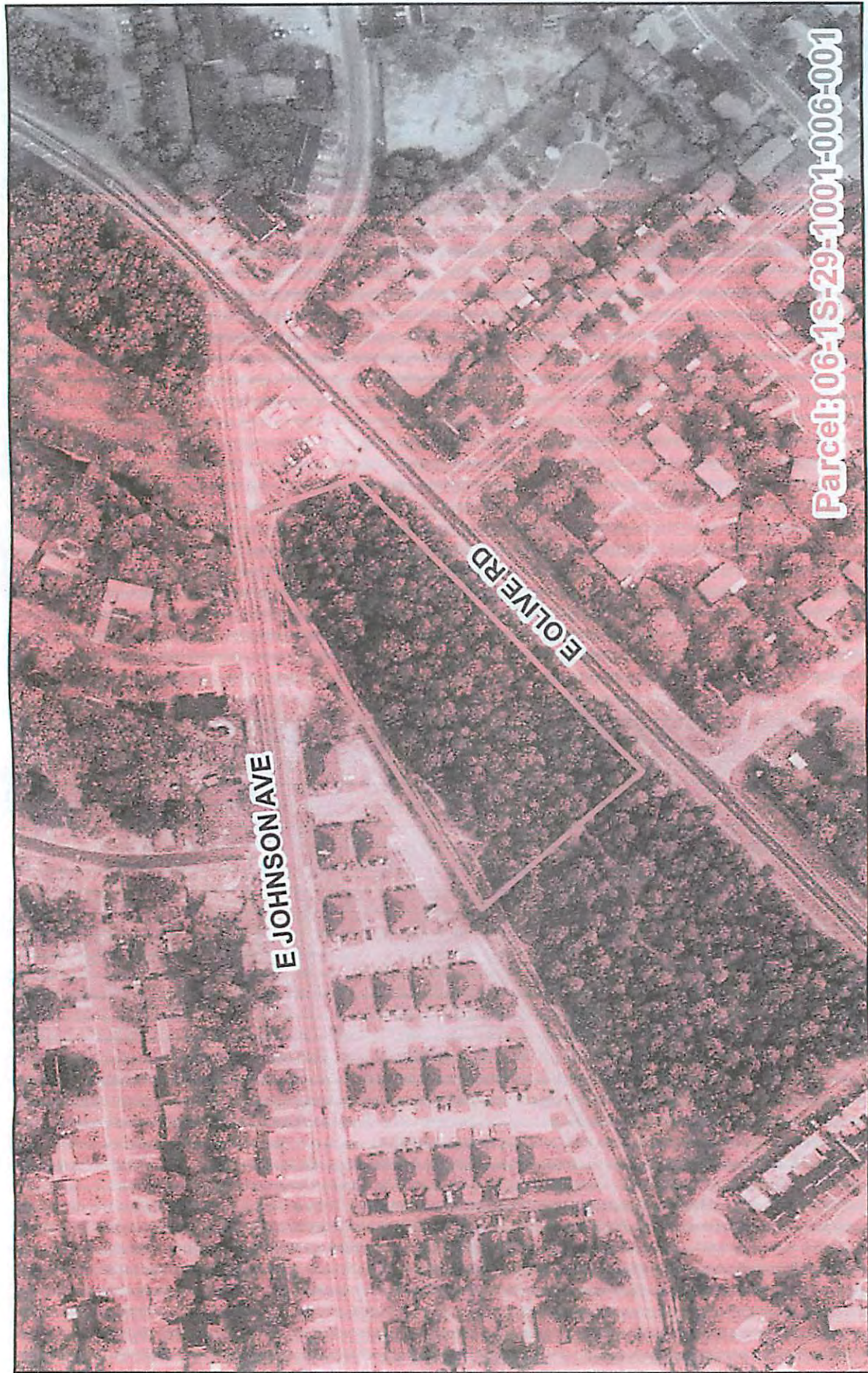


1981 Aerial Photography

Florida Department of Transportation
Florida Aerial Photography Archive Collection

0 50 100 200
Feet





Parcel: 06-1S-29-1001-006-001

1992 Aerial Photography

Florida Department of Transportation
Florida Aerial Photography Archive Collection

0 50 100 200 Feet



FDOT PARCEL @ E. OLIVE ROAD & E. JOHNSON AVENUE



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/12 DISTRICT 4



FDOT PARCEL / 06-1S-29-1001-006-001 / ACCOUNT # 010293360
APPROXIMATELY 3.5 ACRES

4200 EAST Johnson Ave

bing Maps

4200 E Olive Rd, Pensacola, FL 32514

My Notes



On the go? Use m.bing.com to find maps, directions, businesses, and more



Bird's eye view maps can't be printed, so another map view has been substituted.

BRANTLEY PROPERTY @ OLIVE AND JOHNSON



2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 5



BRANTLEY PROPERTY / APPROX. 0.41 ACRES / Acquisition Price = \$48,000
Parcel Reference Number: 06-1S-29-1009-020-001



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5148

County Administrator's Report 13. 41.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Approval to Issue Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2013-2014 Purchase Orders in Excess of \$50,000, for the Parks & Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2013-2014, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	TESI Staffing and Employee Screening Services, Inc. Vendor Number: 200955 Temporary Labor Services Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350224 (Special Events) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Cost Center: 350231 (Equestrian Center) Amount: \$250,000	\$250,000	PD 11-12.035
B.	Keep Pensacola Beautiful, Inc., DBA Clean & Green Vendor Number: 402053 Other Contractual Services Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III)	\$160,000	

	Cost Center: 350229 (Park Capital Projects) Amount: \$160,000		
C.	Game Time, Inc. Vendor Number: 070316 Park/Playground Improvements Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$525,000	\$525,000	
D.	PRIDE Enterprises Vendor Number: 164981 Park/Playground Improvements Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$100,000	\$100,000	
E.	Oldcastle Lawn & Garden, Inc. Vendor Number: 150131 Park/Playground Improvements Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Amount: \$100,000	\$100,000	

BACKGROUND:

The issuance of these Purchase Orders during the first part of Fiscal Year 2013-2014 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 350220 Recreation, Cost Center 350226 Park Maintenance, Fund (101), Escambia County Restricted, Cost Center 350224 Special Events, Cost Center 350236 Fishing Bridge, Local Option Sales Tax III Fund (352), Cost Center 350229 Park Capital Projects, Cost Center 350231 Equestrian Center.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5154

County Administrator's Report 13. 42.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/17/2013

Issue: Design Services for OLF-X Property in Santa Rosa County PD 12-13.065

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Design Services for OLF-X Property in Santa Rosa County PD 12-13.065 - Amy Lovoy, Management and Budget Services Department Director

THE RECOMMENDATION AND BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5155

County Attorney's Report 13. 1.

BCC Regular Meeting

Action

Meeting Date: 10/17/2013

Issue: Resolution Establishing the Escambia County Disability Awareness Committee

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Establishing the Escambia County Disability Awareness Committee.

That the Board take the following action:

A. Adopt the Resolution establishing the Escambia County Disability Awareness Committee (ECDAC); and

B. Authorize the Chairman to execute the Resolution.

BACKGROUND:

At the Committee of the Whole Workshop of the Board of County Commissioners held on September 12, 2013, the Board authorized establishing a seven (7) member Escambia County Disability Awareness Committee. The ECDAC shall make recommendations to the Escambia County Board of County Commissioners regarding issues relating to the disabled community and any other issues requested by the Board of County Commissioners. Each commissioner on the Board of County Commissioners shall appoint one (1) member to the ECDAC, and each member shall serve concurrently with his or her appointing commissioner's term. The Board of County Commissioners shall collectively appoint two (2) at large members, who shall each serve a four (4) year term. All appointments shall be subject to confirmation by a majority vote of the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was reviewed and approved by Assistant County Attorney, Kristin D. Hual

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that all Resolutions establishing committees receive Board approval.

IMPLEMENTATION/COORDINATION:

Upon approval of the Resolution establishing the committee, committee members must be appointed before an initial meeting may be scheduled.

Attachments

Resolution

RESOLUTION NUMBER R2013-_____

A RESOLUTION ESTABLISHING THE ESCAMBIA COUNTY DISABILITY AWARENESS COMMITTEE; DEFINING DUTIES, COMPOSITION, AND ORGANIZATION OF THE COMMITTEE; ENACTING REGULATIONS FOR THE CONDUCT OF MEETINGS OF THE COMMITTEE; PROVIDING FOR A STAFF LIAISON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Escambia County Board of County Commissioners recognizes the importance of raising awareness of the needs of persons with disabilities in Escambia County; and

WHEREAS, the Board finds that such an advisory committee that may assist the Board with issues concerning the disabled community would serve a public purpose; and

WHEREAS, at a Committee of the Whole Workshop of the Board of County Commissioners held on September 12, 2013, the Board authorized establishing a seven member Escambia County Disability Awareness Committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida, that:

SECTION 1. RECITALS.

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

SECTION 2. ESTABLISHMENT.

The Escambia County Board of County Commissioners hereby establishes the Escambia County Disability Awareness Committee (ECDAC).

SECTION 3. DUTIES OF THE COMMITTEE.

The ECDAC shall make recommendations to the Escambia County Board of County Commissioners regarding issues relating to the disabled community and any other issues requested by the Board of County Commissioners

SECTION 4. COMPOSITION.

The ECDAC shall be composed of seven (7) voting members. All members of the ECDAC shall be electors of Escambia County. Each commissioner on the Board of County Commissioners shall appoint one (1) member to the ECDAC, and each member shall serve concurrently with his or her appointing commissioner's term. The Board of County Commissioners shall collectively appoint two (2) at large members, who shall each serve a four (4) year term. All appointments shall be subject to confirmation by a majority vote of the Board of County Commissioners.

SECTION 5. OFFICERS AND TERMS OF OFFICE.

- A. Chairman. The ECDAC shall elect a chairman to preside at all meetings. The Chairman shall be elected in January of each year and shall serve until the first meeting in January of the following year. There shall be no term limits for a member to serve as Chairman.
- B. Vice-Chairman. The ECDAC shall elect a Vice-Chairman to preside and act on behalf of the Chairman during his or her absence. The term of office and method of election for the Vice-Chairman shall be the same as for the Chairman.
- C. Termination of a ECDAC Member. Should any member cease to be an elector of the County or cease to occupy the office or position of responsibility set forth in his or her appointment, he or she shall cease to be a member of ECDAC and shall be replaced by the appointing authority. Members of the ECDAC may be removed by the Board of County Commissioners on the recommendation of the appointing authority. Additionally, the ECDAC shall recommend to the Board of County Commissioners the removal of a member who accrues two (2) unexcused absences from a regular meeting of the ECDAC during the calendar year. Absences may be excused by a majority vote of the members present at any meeting. The ECDAC shall recommend to the Board of County Commissioners the removal of a member who accrues three (3) or more absences from a regular meeting of the ECDAC during the calendar year.

SECTION 6. REGULAR MEETINGS.

The ECDAC shall establish a schedule of regular meetings, which shall be held at least quarterly. A schedule of each year's regular meeting shall be distributed to all members in December of the preceding calendar year.

SECTION 7. QUORUM AND VOTING.

Four (4) members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one (1) vote for all matters subject to a vote of the ECDAC. All matters shall be decided by a majority vote of members present. No member shall abstain from voting unless the member has a conflict of interest.

SECTION 8. SPECIAL MEETINGS.

The ECDAC Chairman may call a special meeting on his or her own initiative and shall call a special meeting on the request of any three (3) members.

SECTION 9. LOCATION OF MEETINGS.

The ECDAC meetings shall be held in a County facility of sufficient size to accommodate those present and at such other locations as the ECDAC may determine from time to time.

SECTION 10. RULES OF PROCEDURE.

The ECDAC shall conduct its meetings in accordance with the current edition of *Robert's Rules of Order*, except to the extent that any provision thereof is inconsistent with this Resolution.

SECTION 11. SUNSHINE LAW.

The ECDAC shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

SECTION 12. AGENDA.

The Assistant County Administrator or designee shall, after consultation with the Chairman, prepare an agenda for all meetings. Any ECDAC member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one (1) day prior to the meeting date.

SECTION 13. MINUTES.

Minutes shall be kept at each ECDAC meeting. A written summary of the minutes of each meeting shall be prepared from a recording made at each meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

SECTION 14. NOTICE OF PUBLIC MEETING.

Notice of regular or special meetings of the ECDAC and the time and location of each meeting shall be published to the public.

SECTION 15. WORKING GROUPS.

The ECDAC may appoint working groups for purposes and durations as it deems appropriate.

SECTION 16. STAFF LIAISON.

The Assistant County Administrator or designee shall serve as the staff liaison for the ECDAC. The staff liaison shall provide support as necessary to carry out the purposes and objective of the ECDAC. The staff liaison shall identify issues and alternatives that may relate to the ECDAC's policies, goals, or programs and bring such matters before the ECDAC for consideration.

SECTION 17. BY-LAWS.

The ECDAC shall adopt appropriate by-laws consistent with the provisions of this Resolution.

SECTION 18. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/7/13