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

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

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

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

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

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

## PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

## <u>AGENDA</u>

## <u>Board of County Commissioners</u> <u>Regular Meeting – November 21, 2013 – 5:30 p.m.</u> 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 Robertson.
- 3. Pledge of Allegiance to the Flag.
- 4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

## 6. Presentations:

A. Changing of the Board of County Commissioners' Chairmanship;

B. Winterfest Holiday Visit;

C. Pensacola Habitat for Humanity - Check for payment of property taxes on behalf of its homeowners; and

D. Northwest Florida "2013 Agriculture Innovator of the Year" - Recognition of George and Rachel Miller and their children Sarah, Josiah, and Jesse.

7. Proclamation.

<u>Recommendation</u>: That the Board adopt the Proclamation designating the month of November 2013 as "Pancreatic Cancer Awareness Month" in Escambia County, Florida.

8. Retirement Proclamations.

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

A. The Proclamation commending and congratulating Marion A. Burleson, Emergency Communication Supervisor, Public Safety Department, on her retirement after 28 years of service;

B. The Proclamation commending and congratulating Mary E. Caro, Animal Control Officer, Corrections Department, on her retirement after 23 years of service;

C. The Proclamation commending and congratulating Judy M. Mack, Emergency Medical Specialist, Public Safety Department, on her retirement after 32 years of service; and

D. The Proclamation commending and congratulating Thomas E. Valentine, Equipment Operator III, Public Works Department, on his retirement after 13 years of service.

## 9. Written Communication.

July 10, 2013 - Communication from Jerry Roddenberry requesting partial release from the Code Enforcement Lien generated from property located 506 Robinson Street and attached to property located at 705 Taylor Street.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Jerry Roddenberry against property located at 506 Robinson Street.

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.

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

<u>Recommendation</u>: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule. 11. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating Chapter 42, Article IX, Sections 42-401 through 42-414 of the Escambia County Code of Ordinances, adopting the Florida Department of Environmental Protection's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes.

> <u>Recommendation:</u> That the Board adopt an Ordinance creating Chapter 42, Article IX, Sections 42-401 through 42-414 of the Escambia County Code of Ordinances; adopting the Florida Department of Environmental Protection's (FDEP) Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes, as required by Section 403.9337, Florida Statutes; providing legislative findings, purpose, and intent; establishing definitions; defining jurisdiction; regulating the timing of fertilizer application; establishing Fertilizer-Free Zones and Low Maintenance Zones; regulating fertilizer content, application rates, application practices, and management of grass clippings and vegetative matter; providing exemptions; requiring training and licensing for commercial fertilizer applicators; providing for enforcement; providing for severability; providing for inclusion in the Code of Ordinances; providing for an effective date.

## 12. 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. <u>Recommendation Concerning Acceptance of TDT Collections Data</u>

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the September 2013 returns received in the month of October 2013, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the first month of collections for the Fiscal Year 2013-2014; total collected for the September 2013 returns was \$513,612.46; this is 3.29% less than the September 2012 returns; total collections year to date are 3.29% less than the comparable time frame in Fiscal Year 2012-2013.

## 2. <u>Recommendation Concerning Acceptance of October 2013</u> <u>Investment Report</u>

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended October 31, 2013, as required by Ordinance Number 95-13; on October 31, 2013, the portfolio market value was \$176,654,425 and portfolio earnings totaled \$239,030 for the month; the short term portfolio yield was 0.17%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.03%; the long-term CORE portfolio achieved a total return of 0.31%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.25%.

## 3. Recommendation Concerning Acceptance of Document

That the Board accept, for filing with the Board's Minutes, the original *Multi-Year Joint Participation Agreement Notification of Funding #2*, as executed by the Chairman on September 3, 2013, based on the Board's September 15, 2011, approval of the Joint Participation Agreement providing for Transit Block Grant Funding to Escambia County Area Transit, and received in the Clerk to the Board's Office on November 1, 2013.

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

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

A. Approve the Minutes of the Regular Board Meeting held November 7, 2013; and

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 7, 2013.

## **GROWTH MANAGEMENT REPORT**

- I. Public Hearing
- 1. <u>5:45 p.m. A Public Hearing Concerning the Review of an Ordinance</u> Adopting the Annual Update to the Schedule of Capital improvements.

That the Board of County Commissioners (BCC) adopt an Ordinance adopting the uncodified 2012-2016 update to the five-year schedule of capital improvements. At the November 4, 2013 Planning Board meeting, the Board recommended approval.

## COUNTY ADMINISTRATOR'S REPORT

- I. Technical/Public Service Consent Agenda
- 1. <u>Recommendation Concerning Certificates of Public Convenience and</u> <u>Necessity for the Provision of Advanced Life Support and/or Basic Life</u> <u>Support Services in Escambia County, Florida - Michael D. Weaver, Public</u> <u>Safety Department Director</u>

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

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Baptist Hospital's LifeFlight, Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, and Sacred Heart Children's Hospital, effective January 1, 2014, through December 31, 2014; and

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

2. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Public Safety Department, Fire Services Division - Michael D. Weaver, Public</u> <u>Safety Department Director</u>

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, Fire Services Division, for property which is described and listed on the Request Form, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

3. <u>Recommendation Concerning Community Redevelopment Agency Meeting</u> <u>Minutes, October 17, 2013 - Keith Wilkins, Community & Environment</u> <u>Department Director</u>

That the Board accept for filing with the Board's Minutes, the October 17, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

4. <u>Recommendation Concerning an Interlocal Agreement between Escambia</u> <u>County and the City of Pensacola Relating to the Placement and Maintenance</u> <u>of Escambia County Area Transit Rest Benches and Shelters within the</u> <u>Corporate Limits of the City of Pensacola - Joy D. Blackmon, P.E., Public</u> <u>Works Department Director</u>

That the Board take the following action concerning the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the placement and maintenance of Escambia County Area Transit (ECAT) rest benches and shelters within the corporate limits of the City of Pensacola:

A. Approve the Interlocal Agreement between Escambia County and the City of Pensacola relating to the placement and maintenance of ECAT rest benches and shelters within the corporate limits of the City of Pensacola; and

B. Authorize the Chairman or Vice Chairman to sign the Interlocal Agreement.

5. <u>Recommendation Concerning the Requests for Disposition and Reinstatement</u> of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the three Request for Disposition of Property Forms and two Request for Reinstatement of Property Forms for the Public Works Department, indicating thirteen items to be properly disposed of, and four items to be reinstated to the property list, all of which are described and listed on the Request Forms, with reasons for disposition and/or reinstatement stated.

6. <u>Recommendation Concerning an Amendment to the Agreement Related to</u> <u>Transit Advertising Services for Escambia Area Transit - Joy D. Blackmon,</u> <u>P.E., Public Works Department Director</u>

That the Board take the following action concerning an Amendment to Agreement Related to Transit Advertising Services for Escambia Area Transit PD 10-11.019:

A. Approve the Amendment to Agreement Related to Transit Advertising Services for Escambia Area Transit; and

B. Authorize the Chairman to sign the Amendment.

At this time, the County would like to amend the Contract to include the corporate limits of the City of Pensacola. Also included in the Amendment is a clause stating that a permit must be acquired before any construction of new or modification of existing bus shelters, benches, and pads.

7. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Facilities Management Department - David W. Wheeler, CFM, Facilities</u> <u>Management Department Director</u>

That the Board approve the Request for Disposition of Property Form for the Facilities Management Department, for property which is described and listed on the Disposition Form, with reason for disposition stated. Items are to be auctioned as surplus or properly disposed of.

8. <u>Recommendation Concerning Scheduling a Public Hearing to Adopt an</u> <u>Ordinance Relating to the Additional Homestead Tax Exemption for Senior</u> <u>Citizens - George Touart, Interim County Administrator</u>

That the Board authorize the scheduling of a Public Hearing on December 5, 2013, at 5:33 p.m., to consider adoption of an Ordinance of Escambia County, Florida, Amending Volume I, Chapter 90, Article IV, Division 4, Sections 90-182 and 90-184 of the Escambia County Code of Ordinances, Relating to the Additional Homestead Tax Exemption for Senior Citizens.

9. <u>Recommendation Concerning a Re-appointment to the Tourist Development</u> <u>Council - George Touart, Interim County Administrator</u>

Thank the Board take the following action concerning a re-appointment to the Tourist Development Council:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

B. Re-appoint Shirley K. Cronley to the Tourist Development Council for a four-year term, effective December 1, 2013, through November 30, 2017, as a "Hotel/Motel Industry" appointee.

## II. Budget/Finance Consent Agenda

 <u>Recommendation Concerning Property, Boiler and Machinery,</u> <u>Crime, and Accidental Death and Dismemberment (Statutory Death Benefits)</u> <u>Insurance - Amy Lovoy, Management and Budget Services Department</u> <u>Director</u>

That the Board approve the renewal of PD 10-11.064, Property, Boiler and Machinery, Crime, and Accidental Death and Dismemberment (Statutory Death Benefits), to Whitman and Whitman, Inc., to provide Property Insurance, not to exceed the amount of \$1,288,467.44, for the period of December 1, 2013, through December 1, 2014.

[Funding: Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501]

2. <u>Recommendation Concerning Grande Lagoon Subdivision Drainage</u> <u>Improvements - Amy Lovoy, Management and Budget Services Department</u> <u>Director</u>

That the Board award a Contract to Hatch Mott MacDonald, Florida, LLC, per the terms and conditions of PD 12-13.063, Grande Lagoon Subdivision Drainage, in the amount of \$80,382.

[Funding: Fund 352, "LOST III," Cost Center Account Code 210107, Object Code 56301, Project Number #12EN2061, "Grande Lagoon"]

3. <u>Recommendation Concerning the Provision of Emergency Medical Services to</u> <u>the Area of Flomaton (Escambia County), Alabama - Michael D. Weaver,</u> <u>Public Safety Department Director</u>

That the Board extend the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Health Care Authority and Escambia County, Florida, under the current terms and conditions, to allow Escambia County Emergency Medical Service to continue providing ambulance service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, for the period December 8, 2013, through December 7, 2014. 4. <u>Recommendation Concerning the 2013 State Homeland Security Grant</u> <u>Program - Michael D. Weaver, Public Safety Department Director</u>

That the Board take the following action concerning the 2013 State Homeland Security Grant Program:

A. Approve Contract Number 14-DS-L5-01-27-01-XXX, CFDA Number 97.067, Federally-Funded Subgrant Agreement, providing Escambia County Fire Rescue funding, in the amount of \$7,200, for allowable training and exercise costs; and

B. Authorize the Chairman to sign the Agreement.

5. <u>Recommendation Concerning the Issuance of Fiscal Year 2013/2014</u> <u>Purchase Order for the Renewal of the SirsiDynix Library Information System</u> <u>Used by the West Florida Public Library - David Musselwhite, Information</u> <u>Technology Department Director</u>

That the Board for the Fiscal Year 2013/2014, approve the issuance of the following Purchase Order in excess of \$50,000:

Vendors/Contractor	Amount
Sirsi Corporation (SirsiDynix)	\$65,519.54
SirsiDynix Symphony Software Renewal	
Fund: 113 (Library)	
Cost Center: 110503	

The SirsiDynix Purchase Order is for the annual support and maintenance of the proprietary Library Information System that provides card cataloging and circulation management of the library's assets. 6. <u>Recommendation Concerning the Termination of the Non-Exclusive Long</u> <u>Term Franchise Agreement for the Collection of Commercial Solid Waste</u> <u>between Escambia County and Titan Waste Services, Inc. - Patrick T.</u> <u>Johnson, Solid Waste Management Department Director</u>

That the Board take the following action regarding the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste between Escambia County and Titan Waste Services, Inc., dated January 1, 2012:

A. Terminate the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste between Escambia County and Titan Waste Services, Inc., dated January 1, 2012,

B. Authorize the Interim County Administrator to issue a written notice informing Titan Wastes Services, Inc., that the Franchise Agreement is terminated effective December 31, 2013; and

C. Authorize the County Attorney to pursue any and all legal and equitable remedies against Titan Waste Services, Inc., pursuant to Section 35, Default by Contractor, of the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste, including filing a lawsuit in the Escambia County Circuit Court.

[Funding: Fund 103, Code Enforcement Fund, Account 323701 (Franchise Fees – Commercial Garbage)]

## 7. <u>Recommendation Concerning Cancellation of Five Residential Rehab Grant</u> <u>Program Liens - Keith Wilkins, Community & Environment Department</u> <u>Director</u>

That the Board ratify the following November 21, 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:

A. Approving the following five Lien cancellations, as the recipients have met their Grant requirements:

Property Owner Property Address		Lien Amount
Pamela Clyde	303 Southeast Kalash Road	\$1,405
Patricia A. Finlay	304 Southeast Kalash Road	\$1,730
Terry Lamb	221 Payne Road	\$1,812
Hurey J. Smith	1230 West Bobe Street	\$3,700
Theresa I. Wade	200 Payne Road	\$1,030

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

8. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> and Lien Agreements for 219 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following November 21, 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 219 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Joseph Barwick, the owner of residential property located at 219 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,512 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

## 9. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> and Lien Agreements for 1305 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following November 21, 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 1305 Poppy Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kristin Davis, the owner of residential property located at 1305 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,107, 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.

10. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> and Lien Agreements for 214 Henry Street - Keith Wilkins, Community & <u>Environment Department Director</u>

That the Board ratify the following November 21, 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 214 Henry Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and David A. Wigley, the owner of residential property located at 214 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,087, 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

11. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> and Lien Agreements for 1716 West Saint Joseph Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following November 21, 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 1716 West Saint Joseph Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willis C. and Connie F. Fails, the owners of residential property located at 1716 West Saint Joseph Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$1,175 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, 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.

12. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> and Lien Agreements for 1220 Wisteria Avenue - Keith Wilkins, Community & <u>Environment Department Director</u>

That the Board ratify the following November 21, 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 1220 Wisteria Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Justin Kaiser, the owner of residential property located at 1220 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,082 representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

## 13. <u>Recommendation Concerning Residential Rehab Grant Program Funding</u> and Lien Agreements for 1217 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following November 21, 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 1217 Wisteria Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Gary L. and Lynn M. Van Natter, the owners of residential property located at 1217 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,515, 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.

14. <u>Recommendation Concerning Commercial Facade, Landscape, and</u> <u>Infrastructure Grant Program Funding and Lien Agreements for 3600 North</u> <u>Palafox Street - Keith Wilkins, Community & Environment Department</u> <u>Director</u>

That the Board ratify the following November 21, 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 3600 North Palafox Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and New Hope Missionary Baptist Church, the owner of commercial property located at 3600 North Palafox Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$8,774 representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301 for connecting to sanitary sewer; and

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15. <u>Recommendation Concerning Approval of the Fairfield Manor Elderly</u> <u>Apartments State Housing Initiatives Partnership Loan Agreement with</u> <u>Fairfield Manor, LTD - Keith Wilkins, Community & Environment</u> <u>Department Director</u>

That the Board take the following action regarding the Fairfield Manor Elderly Apartments State Housing Initiatives Partnership (SHIP) Loan Agreement with Fairfield Manor, LTD:

A. Approve the Fairfield Manor Elderly Apartments SHIP Loan Agreement with Fairfield Manor, LTD, committing \$50,000 in SHIP funds to meet the local leverage requirement for the 92-unit, elderly housing tax credit rental development, known as Fairfield Manor to be constructed at 1412 West Fairfield Drive in Escambia County, as approved by the Florida Housing Finance Corporation (FHFC); and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents required to fully implement the Agreement and to complete all provisions thereof.

[Funding: Fund 120/SHIP, Cost Center 220444]

16. <u>Recommendation Concerning a Purchase Order for Accela for Land Records</u> <u>Management Software Maintenance - Donald R. Mayo, Interim Building</u> <u>Official</u>

That the Board approve and authorize a Purchase Order in the amount of \$128,633, to Accela, Inc., for proprietary annual software maintenance for Escambia County.

[Funding: Fund 001, General Fund, Cost Center 270109, IT Applications -\$64,316.50; and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration - \$64,316.50]

## 17. <u>Recommendation Concerning the Agreement for Escambia County Adult</u> <u>Drug Court Treatment Expansion Operations Program with Lakeview Center</u>, Inc. - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Expansion Operations Program between Escambia County, Florida, and Lakeview Center, Inc.:

A. Approve the Agreement, effective July 1, 2013, through June 30, 2014. During this period funding for treatment services shall not exceed \$307,860; and

B. Authorize the Chairman to sign the Agreement, amendments, and requests for payment or other related documents as may be required.

[Funding: Fund 110, Other Grants and Projects Fund, Object Code 53401, Cost Center 410570]

18. <u>Recommendation Concerning the Lease of the County-Owned Property at</u> <u>1125-B Hayes Street by Pensacola Metro Area Lions Sight Program, Inc. -</u> <u>David W. Wheeler, CFM, Facilities Management Department Director</u>

That the Board take the following action concerning the lease of County-owned real property located at 1125-B Hayes Street, Pensacola, Florida:

A. Adopt the Resolution authorizing the lease of real property to Pensacola Metro Area Lions Sight Program, Inc. (Lions Sight Program), for the property located at 1125-B Hayes Street, Pensacola, Florida, for the term of five years, providing for renewal by the Lions Sight Program for an additional five year term; rent is to be paid to the County in the amount of \$1 per year; and

B. Authorize the Chairman to sign the Resolution and the Lease Agreement.

## 19. <u>Recommendation Concerning Railroad Reimbursement Agreements - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action concerning the Railroad Reimbursement Agreements between the State of Florida Department of Transportation (FDOT), CSX Transportation, Inc., and Escambia County Board of County Commissioners:

A. Adopt the five Resolutions authorizing execution of the five Agreements;

B. Approve the Railroad Reimbursement Agreements for the installation and future maintenance of the following five CSX Transportation, Inc., automatic grade crossing signals:

Road Name	Crossing #	FPN #	Annual Maintenance (County's Portion)
Archer Road	339680N	43367225701	\$1,701
Chemstrand Road	339687L	42750955701	\$1,701
East Ensley Road	339697S	42750965701	\$1,701
El Camino Drive	877547S	43367215701	\$1,701
Williams Ditch Road	339669N	42750945701	\$1,701

C. Authorize the Chairman to sign/initial the Agreements and Resolutions as required.

[Funding: Fund 175, Transportation Trust Fund, Account 211201/54601]

The State of Florida Department of Transportation (FDOT) is responsible for railway safety at all public crossings throughout the state of Florida. FDOT will fund the improvements to be performed by CSX Transportation, Inc., as stated in the Agreements. The Agreements further state that Escambia County and CSX Transportation, Inc., will equally share the annual maintenance costs associated with the grade crossing signals. This is a standard Agreement that FDOT uses for all railroad crossing control on County roads to document the responsibilities for the railroad company, County, and FDOT.

This standard Agreement supersedes a similar standard Agreement between FDOT, CSX, Transportation, Inc., and Escambia County. Both standard Agreements base the annual maintenance cost on a schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices that is reviewed every five years and is adjusted as appropriate by FDOT, based on the Consumer Price Index.

20. <u>Recommendation Concerning a Federally-Funded Subgrant Agreement for</u> the Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Federally-Funded Subgrant Agreement, Contract Number 14HM-2Z-01-27-01-XXX, Project Number 1595-27-B, between the State of Florida, Division of Emergency Management and Escambia County Board of County Commissioners for the Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements:

A. Approve the Federally-Funded Subgrant Agreement; and

B. Authorize the Chairman to sign the Agreement and any subsequent Grant-related documents.

[Funding Source: Escambia County's 25% construction cost match of \$293,615.86 is available in Fund 352, "LOST III," Account 210107/56301, Project #09EN0093. This Hazard Mitigation Grant Program provides a reimbursement total of \$896,040.39, equivalent to 75% of the estimated construction related and pre-award costs and an additional administrative allowance]

21. <u>Recommendation Concerning the Acquisition of Real Property Located at</u> <u>3100 West Desoto Street from Brownsville Assembly of God Church - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

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, for the acquisition of real property located at 3100 West Desoto Street from Brownsville Assembly of God Church.

[Funding Source: Fund 352, "LOST III," Cost Center 110267/56101/56201, Project Number 13PF2503]

## 22. <u>Recommendation Concerning the Acquisition of Real Property Located on</u> <u>Caro Street for the Ensley Drainage Project - Joy D. Blackmon, P.E., Public</u> Works Department Director

That the Board take the following action regarding the acquisition of four contiguous parcels of real property (totaling approximately 0.42 acres), located on Caro Street from JM Goodson, LLC, and Tracy L. and Tamron L. Goodson:

A. Authorize the purchase of two contiguous parcels of real property located on Caro Street (totaling approximately 0.33 acres), for the appraised value of \$53,400, from JM Goodson, LLC, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Authorize the purchase of two contiguous parcels of real property located on Caro Street (totaling approximately 0.09 acres), for the appraised value of \$6,000, from Tracy L. Goodson and Tamron L. Goodson, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

C. Approve and authorize the Chairman to sign the two Contracts for Sale and Purchase for the acquisition of four contiguous parcels of real property (totaling approximately 0.42 acres), located on Caro Street from JM Goodson, LLC, and Tracy L. and Tamron L. Goodson; and

D. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of these properties without further action of the Board.

[Funding Source: Fund 352, "LOST III," Accounts 210107/56101/56301, Project No. 08EN0313]

## 23. <u>Recommendation Concerning Technology Integration Group Hardware and</u> <u>Software Support Maintenance - David Musselwhite, Information Technology</u> <u>Department Director</u>

That the Board approve the purchase of the annual hardware and software support maintenance for Cisco products from Technology Integration Group (TIG) under State of Florida Contract #250-000-09-1, for the total amount of \$70,954.92, per quote 9738 in the amount of \$70,483.02 and quote 9612 in the amount of \$471.90.

[The funds are available in the current budget - General Fund, Fund 001, Cost Center 270103, Telecommunication, Object Code 54601]

24. <u>Recommendation Concerning e-TechServices Hardware and Software</u> <u>Support Maintenance - David Musselwhite, Information Technology</u> <u>Department Director</u>

That the Board approve the purchase of the annual hardware and software support maintenance from e-TechServices, in the total amount of \$29,105.90.

[The funds are available in the current budget - General Fund, Fund 001, Cost Center 270111, Infrastructure, Object Code 54601]

- I. For Action
- 1. <u>Recommendation Concerning Approval of Memorandum of Understanding</u> with the West Florida Library Board of Governance Designating the Fiscal Agent for the West Florida Public Library System.

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding with the West Florida Public Library Board of Governance Designating the Fiscal Agent for the West Florida Public Library System.

2. <u>Recommendation Concerning Approval of the State Aid to Libraries Grant</u> <u>Agreement</u>

That the Board approve and authorize the Chairman of the West Florida Public Library Board of Governance and the Clerk to sign the Agreement.

 Recommendation Concerning the Scheduling of a Public Hearing on December 5, 2013, at 5:32 p.m., to Consider Creating Volume 1, Chapter 46, Article II, Division 3, Section 46-111 of the Escambia County Code of Ordinances Establishing a Small Business Enterprise Program.

That the Board authorize scheduling a Public Hearing on December 5, 2013, at 5:32 p.m. to consider creating Volume 1, Chapter 46, Article II, Division 3, Section 46-111 of the Escambia County Code of Ordinances establishing a small business enterprise program.

4. <u>Recommendation Concerning Notice of Voluntary Dismissal of Escambia</u> <u>County v. Zachary Company, Case No.: 2011 CA 001899.</u>

That the Board approve the filing of a notice of voluntary dismissal without prejudice by Escambia County in the action styled Escambia County, Florida v. Zachary Company of Northwest, Florida LLC, Case No.: 2011 CA 001899.

## 5. <u>Recommendation Concerning Acceptance of the Settlement of the Claim</u> <u>Made Against the Public Official Bond of Ernie Lee Magaha, Former Clerk of</u> <u>the Circuit Court, in the Sum of \$50,000.</u>

That the Board take the following action:

A. Authorize the Chairman of the Board of County Commissioners to execute the release, which is attached to this recommendation, releasing Ernie Lee Magaha as Clerk of the Circuit Court as principal and Fidelity & Deposit Company of Maryland as surety, in exchange for payment of the sum of \$50,000; and

B. Authorize the County Attorney's Office to deliver the executed release in escrow to J. Nixon Daniel as attorney for Mr. Magaha to be held by Mr. Daniel in escrow until such time as Mr. Magaha delivers the settlement draft or check in the sum of \$50,000 made payable to the Board of County Commissioners to the office of the County Attorney no later than December 2, 2013.

NOVEMBER 21, 2013 AGENDA

- 13. Items added to the agenda.
- 14. Announcements.
- 15. Adjournment.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Proclamations

7.

AI-5320			
BCC Regular Meeting			
Meeting Date:	11/21/2013		
Issue:	Adoption of Proclamation		
From:	George Touart, Interim County Administrator		
Organization:	County Administrator's Office		
CAO Approval:			

### **RECOMMENDATION:**

Proclamation.

<u>Recommendation:</u> That the Board adopt the Proclamation designating the month of November 2013 as "Pancreatic Cancer Awareness Month" in Escambia County, Florida.

### 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

Proclamation

#### Attachments

WHEREAS, in 2013, an estimated 45,220 people will be diagnosed with pancreatic cancer in the United States, and 38,460 will die from the disease with approximately 2,770 of those deaths occurring in Florida; and

WHEREAS, pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States. The disease is the only major cancer with a five-year relative survival rate in the single digits at just 6%; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is late stage, and 73% of pancreatic cancer patients die within the first year of their diagnosis, while 94% of pancreatic cancer patients die within the first five years; and

WHEREAS, the incidence and death rate for pancreatic cancer are increasing and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer death in the U.S. by 2020; and

WHEREAS, the U.S. Congress passed the Recalcitrant Cancer Research Act last year, which calls on the National Cancer Institute to develop scientific frameworks, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS, the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Escambia County and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Escambia County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure; and

WHEREAS, the good health and well-being of the residents of Escambia County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, designate the month of November 2013 as "Pancreatic Cancer Awareness Month" in Escambia County, Florida.

#### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers Clerk of the Circuit Court

Deputy Clerk



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5315	Proclamations 8.			
BCC Regular Meeting				
Meeting Date:	11/21/2013			
Issue:	Recommendation Concerning the Adoption of Retirement Proclamations			
From:	Thomas Turner, Department Director			
Organization:	Human Resources			
CAO Approval:				

#### **RECOMMENDATION:**

**Retirement Proclamations.** 

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

A. The Proclamation commending and congratulating Marion A. Burleson, Emergency Communication Supervisor, Public Safety Department, on her retirement after 28 years of service;

B. The Proclamation commending and congratulating Mary E. Caro, Animal Control Officer, Corrections Department, on her retirement after 23 years of service;

C. The Proclamation commending and congratulating Judy M. Mack, Emergency Medical Specialist, Public Safety Department, on her retirement after 32 years of service; and

D. The Proclamation commending and congratulating Thomas E. Valentine, Equipment Operator III, Public Works Department, on his retirement after 13 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

N/A

c

## Attachments

**Retirement Proclamations** 

WHEREAS, Marion A. Burleson worked as a County employee very faithfully for 28 years, retiring as an Emergency Communication Supervisor with the Public Safety Department, Communications 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 Marion A. Burleson on her retirement.

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Marion A. Burleson for 28 years of faithful and dedicated service as a County employee.

## BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three Steven L. Barry, Vice Chairman, District Five Wilson B. Robertson, District One Gene M. Valentino, District Two Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Mary E. Caro worked as a County employee very faithfully for 23 years,

retiring as an Animal Control Officer with the Corrections Department, Animal Control 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

Mary E. Caro on her retirement.

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Mary E. Caro for 23 years of faithful and dedicated service as a County employee.

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

Lumon J. May, Chairman, District Three Steven L. Barry, Vice Chairman, District Five Wilson B. Robertson, District One Gene M. Valentino, District Two Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Judy M. Mack worked as a County employee very faithfully for 32 years, retiring as an Emergency Medical Specialist with the Public Safety Department, Emergency Medical Services 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 Judy M. Mack on her retirement.

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Judy M. Mack for 32 years of faithful and dedicated service as a County employee.

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

Lumon J. May, Chairman, District Three Steven L. Barry, Vice Chairman, District Five Wilson B. Robertson, District One Gene M. Valentino, District Two Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Thomas E. Valentine worked as a County employee very faithfully for 13 years, retiring as an Equipment Operator III with the Public Works Department, Roads and Bridges 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 Thomas E. Valentine on his retirement.

**BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Thomas E. Valentine for 13 years of faithful and dedicated service as a County employee.

## BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three Steven L. Barry, Vice Chairman, District Five Wilson B. Robertson, District One Gene M. Valentino, District Two Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5316	Written Communication 9.	
BCC Regular Meeting		
Meeting Date:	11/21/2013	
Issue:	Environmental (Code) Enforcement (Parcel)Lien Relief – 506 Robinson Street/705 Taylor Street	
From:	Gordon Pike, Department Head	
Organization: CAO Approval:	Corrections	

## **RECOMMENDATION:**

July 10, 2013 - Communication from Jerry Roddenberry requesting partial release from the Code Enforcement Lien generated from property located 506 Robinson Street and attached to property located at 705 Taylor Street.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Jerry Roddenberry against property located at 506 Robinson Street.

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:**

Property located at 705 Taylor Street has a code enforcement lien attached due to a code enforcement lien located at 506 Robinson Street. The prior owners, Essie and Ethel Robinson, of both 506 Robinson Street and 705 Taylor Street properties, were noticed by Environmental Enforcement for code violations. Owners failed to abate violations and a special magistrate hearing was held.

Special Magistrate found owners to be in violation and issued an order. They failed to abate violations. Fines ran until November 13, 2008 when owners abated all violations.

On July 1, 2013 Jerry Roddenberry purchased 705 Taylor Street at a Tax Deed Sale. It was at that time Mr. Roddenberry discovered the code enforcement lien attached to 506 Robinson Street.

Mr. Roddenberry made contact with Sandra Slay, Division Manager of The Office of Environmental Enforcement, requesting a lien forgiveness. He was informed he needed to abate all violations at 705 Taylor Street before his request could be processed at which time he started work to bring the property into compliance. During this time period the property he purchase from the Tax Deed Sale was subject to arson (see attached police reports). Since then Mr. Roddenberry has demolished the mobile home and cleaned the property.

He is requesting a parcel release of the code enforcement lien generated at 506 Robinson Street.

## **BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$675.00 B. Daily Fines: \$32,880.00

TOTAL: \$33,555.00

## 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

506 Robinson Street-705 Taylor Street

(i)July 10, 2013 To; SANDRA SLAY FROM; JERRY RODDENBERRY RELEASE OF LIEN 705 TAYLOR. ST. CANTONMENT FL 32533 CASE \* CE-02-06-0724 MS SANDRA, I PURCHASED A PROPERTY AT 705 TAYLOR ST. CANTONMENT FL 32533 ON July 1st 2013 AT THE TAX DEED SALE, AT THE COURT HOUSE IN YENSACOLI I THOUGHT I had RESEARCHED The Prederly Fully, But once T WON THE GO AND PAID FOR THE PROPERTY, THE LADY AT THE COURT HOUSE ASK MEIRI WANTED TO PAY THE LIEN NOW, I GAID YES, BUT I WAS UN-AWARDE OF ANY LIENS, She THEN TELL ME THE LIEN WAS APP. 830,000.00 I WAS IN TOTAL Shock, I SAD There must be A mistake

(2)The PROPERTY WAS VALUED AT AP. \$4,300.00, I WON THE DID AT \$ 2,000 00 Plus There is A Mobile HOME, THAT IS TETORIBLE Condition AND MOST Likely Will be TOTED dOWN AND hayled AWAY. I WAS TOLD THE LEW WAS FROM CODE EN-PORCEMENT ISSUED To ESSIE RODINSON AND ETHEL Robinson (Mother AND DAuchter) back in 2002, AND WAS NOT ASSEST TO 705 TAYLOR ST., but To 506 RODINGON ST., but because she NEVER PAID This LIEN, IT WAS APPLIED TO ALL PROPERTIES SHE OWNED AND 705 TAYLOR ST WAS ONE THAT She OWNED I'M ASKING YOU TO RELEASE THE LIEN ON TOSTAYLOR ST CANTONMENT FC. 32533 I was Also Told, The county had GONE OUT AN CLEANED DNG-OF HER PROPERTIES AND FOR WHATEVER REASON TO CODE EN FORCEMENT

(3)WAS NEVER CONTACTED OR PAID. SO, THEY ASSESSED A \$1500 PER day FING, This STARTED 1×1 2002 45TI July 1 2013 [ have ENCLOSED ALL THE PAPER, THAT. I HAVE RECIEVED ON THIS PROPERTY MRU SLAY, I-hope you CAN help me in This situation I would be very GRATEFUL To you. Look FOTWATED TO hEATLING FROM YOU SOON. JERRY KODDENBETRY 2510 JETER RD CANTONMENT FL 32533 850 529-3291

WED SEPT. 4 203 705 TAYLOR ST. CANTONMENT 32533 Double WIDE, WAS BURT down CANTOMENT FIRE DEPARTMENT. CAME OUT, ALSO DIVISION OF FIRE & ARGOD INVESTICATION MR PATRick ROUSH, I SPOKE TO PATRICK, NO WILL DE INVESTIGATOR ON This CASE I ALSO CONTACTOD ESCAMBIA COUNTY Sherift DEPT. B DEPUTY ANDERSON # 341 CAME OUT SAID he would do A REPORT ONCE he CONTACTED MR PATRICK. ON SEPTE 465 I CALLED PAUL (ATA) HE WILL CALL ME back - he was IN COURT ON SEPT 5TH I CALL GULF POWER AND REQUESTED They dis CONTINE POWER -AND THEY WILL 800 487.6937 Oct 31 2013 MRS SLAY ARE ATTACHED PICTURES OF 705 TAYLOR ST AFTER CLEAN UP. I hope YOU CAN HELP ME WITH THE JERRY RODDENBERRY 850-529-3291

OFFENSE REPORT ECSO130FF026546	OFFICIAL·REC TO: JERRY FROM: CRIMII 10/31/2013			CAMBIA C	COUNTY SHEF	21/2013 @ 14:25
	Offense Description 79-0 THEFT: GRAND					ncident No
Range of         09/03/2013           Occurrence:         09/04/2013	: Reported : 09/09/2013	15:09	Arrived 09/09/2013	15:09	Completed 09/09/201	
ADDRESS OF OCCURR No. Di Street 705 TAYLOR (GEO) 5 - 15 - A -		A/L	City CANTONM	IENT	ST FL	Zip 32533
PERSONS						
[V/VICTIM]	MNI ID: N1998-	000000368				
Last <b>RODDENBERRY</b> Hgt Wgt Eyes Hair		Mid LYN	NN St	Title Type	R S DOB <b>W M 07/14</b> Ethnicity:	Age /1948 65
5'11" 180 BLU GR Residence: Within juriso	Y R351432482540		FL	DL		
Status: Victim Main Offer Victim/Offender Relations Extent of Injury: General Appearance: Demeanor: Clothing: Clothing Description: Probable Destination: Birth Location: * none re Address:	ise ship: Unknown Offender	Verif	y For Rape E	xam: No	Treated For Ra	pe Injury: <b>No</b>
CHARGES/OFFENSES	and a stand of the second s	ele a <mark>lteres er en 187761</mark>			e ne se state de la serve e	
Statute: 812.014.2c1		Coun	its : 1	UCR: 2	230G 1	NCIC :
	ee(ACD): T Third	pplicable	DLS			

OFFICIAL RECORD TO: JERRY FROM: CRIMINAL RECORDS - VNESCAMBIA COUNTY SHERIFF'S OFFICE 10/31/2013 Printed On: 10/31/2013 @ 14:25

### **OFFENSE REPORT** ECSO13OFF026546

Weapon	
Location Category	Residence
Location Type	Single family residence
Location Description	- · ·
Location Status	
Number of Premises Burglarized	0
Target	- Personal Belongings
Entry Method	
Point of Entry (POE)	
POE Visible From	
Point of Exit	
Suspect Actions	- Took Items
Circumstances	
Weather	- Unknown
Lighting Condition	Unknown
Security Used	- None
Crime Scene? : No	
If NO, Explain : See narrative	
Crime Scene Officer:	
Divisional Excision on California I.	0
Physical Evidence Collected:	

Descrip	<b>FRUCT</b> tion	TURE CONDITIONING		Model No. <b>FERIOR UNIT</b>	Brand			Value <b>\$1,500.00</b> Quantity <b>0</b>
NCIC C	ode	Serial No.		Owner Appli	ed Number	Receipt N	lumber	
TOTALS	5 - S: D:	\$1,500.00 \$0.00	*: F:	\$0.00 \$0.00	M: Z;	\$0.00 \$0.00	 L.:	\$0.00
< NARR DATE	ATIVE TIME	; > TYPE	OFFICE	REPORTING	CALL #	REP TAKER	EDIT DATE	EDIT TIME
9/9/2013 Status: /	23:45 APPROV	INITIAL	ANDER D, JACK WILL	ISON, ERIC THEO IAM 9/10/20	DÖRE 341	PGBALLARD	9/10/2013	00:45

On 09/09/13, I made contact with V/Jerry Roddenberry in reference to a possible arson call that was worked on 09/05/13. I was making contact with V/Roddenberry in reference to my response from the State Fire Marshall's Office and advised him of that information. At that time, I was advised by V/Roddenberry that the exterior 2½ ton air conditioning unit for the trailer at 705 Taylor Street had been stolen prior to the possible arson of the trailer. V/Roddenberry stated the last time he observed the air conditioning unit was 09/03/13 at approximately 1700 hours. V/Roddenberry advised when he returned to the trailer and found the trailer had been burned down on 09/04/13, is when he discovered the air conditioning unit had been stolen.

Due to the time frame on the possible crime scene and the crime scene being a

possible arson as well, a crime scene unit was not requested. There are no known suspects or witnesses at this time.

### Time spent on investigation 45 minutes.

**OFFENSE REPORT** 

ECSO130FF026546

Inactive # C Warr./Arr. No. E		No Cleared # Clearances 0 Clearance Date Clearance Type					Reporting Officer 341 ANDERSON, ERIC THEODORE L/OPS/US/NO/P5/E SHIFT			
		Except. Clear. Type Age Classification					*Forward for Approval / Followup L/OPS/INV		То :	
Supervisor JACK WILL		PROVE HOLLA				Case Screening MATTHEW I		N WI	Investigator	<u> </u>
Date 09/10/2013	Tin 10::		Yes No No	Concur PtlF/U InvF/U	Yes No No	Date 09/11/2013	Time 13:13			



# **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: Property Owner: Original Complaint: EE Case #: 506 Robinson Street Essie & Ethel Robinson Overgrowth , trash, debris and inoperable vehicles CE02060724

- 06/25/02 Received complaint for trash, overgrowth and inoperable vehicles. Officer investigated complaint and observed trash, debris, overgrowth and many inoperable vehicles.
- 07/12/02 Notice of violation sent to owner via regular and certified mail. Letter was received and signed for by Ursula Fountain Posted copy of notice at property.
- 08/12/02 No progress made. Officer requested hearing.
- 09/09/02 Notice of Hearing sent both regular and certified mail. Letter received and signed for by Ethel Fountain.
- 09/30/02 Reinspection conducted and photos taken.
- 10/01/02 Hearing held. \$675.00 court cost awarded. Owner has until 11/12/02 to have overgrowth, trash and debris removed and to have structure demolished. \$15.00 per day fine issued against owner.
- 10/01/02 Copy of order sent both regular and certified mail to owner and was received on 10/04/02 by owner.
- 11/13/02 Reinspection conducted and violations remain.
- 06/06/07 Violations remain.
- 11/13/08 Violations abated by owner.

### **Lien Amount**

Court Cost	\$675.00
Fines (\$15.00 per day 11/13/02 11/13/08)	<u>\$32,880.00</u>
TOTAL	\$33,555.00

This does not include interest.

15.00 Dur

DR BK 4953 PG1 515 Escaphia County, Florida INSTRUMENT 2002-012678

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

### ESCAMBIA COUNTY, FLORIDA

٧ø,

Case No.: CE 02-06-0724 506 Robinson St.

Essie Robinson and Ethel Robinson F.O. Box 461 Cantonment, FL 32533

### ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Master 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 Master having considered the evidence before it, and the appropriate sections of the Escambia County Code of Ordinances, the Special Master makes the following findings of fact and conclusions of law:

.......................

A violation of the following ordinance(s) has oddurred: 42-114(5) Norgrowth, 42-114(2) brach Words etc. 42-114(4) The percede Wehnches A violation of the ordinance(s) as set forth in the

Petition has not occurred.

THEREFORE, The Special Master being otherwise fully advised in the premises; it is hereby

ORDERED that:

......

shall have until <u>Molarban</u> 12, 2001 to correct the violation and to bring the violation into compliance.

INSTRUMENT 2002-012674

\*\*\*\*\*\*\*\*\*\*\*

Correction shall include: <u>Cut and range and and range and a reperty dispase of material</u> and <u>demansibility</u>. <u>New Bull property dispase of material</u> and <u>demansibility</u>. <u>Vehicles are operable</u> or <u>reached</u> of <u>funct</u>. <u>Just word behave operable</u> of <u>funct</u>. <u>Just word behave</u> of <u>funct</u>. <u>Just word</u> <u>behave</u> operation within the time required, you will be assessed a fine of <u>SUD</u> per day, commencing <u>Muber 13</u> 2002. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Secambia 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 abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the your property.

Costs in the amount of \$675.00 are hereby awarded in favor of Escambia County as the prevailing party against These costs will be suspended and will not be assessed against you if you fully cure the violation within the time provided above.

\_\_\_\_\_ presents a serious threat to the public health, safety and welfare.

is irreparable or irreversible in nature and, as such, under Florida Statutes 162.09(2)(a), the fine shall not exceed \$5,000.00

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 may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Master and may be added to any fines 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 this order to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Division at 1190 West Leonard Street, Pensacola, Florida 32501 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Fensacola, 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.

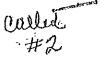
DONE AND ORDERED at Escambia County, Florida on this the 137 day of October , 2002

Special Master Office of Environmental Enforcement

RCD Oct 03, 2002 00:31 am Escambia County, Florida

UR BK 4983 PG1817 Escambia County, Florida INSTRUMENT 2002-012678

ERNIE LEE MABAHA Clerk of the Circuit Court INSTRUMENT 2002-012678



# Slot Bid #1962,00 Chris Jones Escambia CountyProperty Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1 Calculations

		Back
4 Navigate	e Mode 👲 Account 🗘 Reference 🏓	Printer. Friendly-Version
General Infor	rmation	2012 Certified Roll Assessment
Reference:	101N314312001001	Improvements: \$1
Account:	113212000	Land: \$4,322
Owners: Mail:	FOUNTAIN ETHEL PO BOX 461	
	CANTONMENT, FL 32533	Totali \$4,323
Situsi	705 TAYLOR ST 32533	Save Our Homes: \$0
Use Code:	Mobile Home 🔑	<u>Disclaimer</u>
Taxing Authority:	COUNTY MSTU	Amondmont 1 Calculations
Tax Inquiry:	Open Tax Inquiry Window	Amendment 1 Calculations
Tax Inquiry lin Escambia Cour	k courtesy of Janet Holley nty Tax Collector	
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Sale Date Bo	ook Page Value Type Official Records	Legal Description
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BOX 2021 1391 HWY		RCD Jun 09, 2004 01:32 pm Escambia County, Florida
BOX 201/ 1391 HWY CANTONMENT, FL 32		
Controlynom 12 80 92	· •	Clerk of the Circuit Court INSTRUMENT 2004-249467
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SPACE ABOVE THE LINE P	<b>1</b>	JEACH AROUNT THIS LINE FOR BECORDING DATA
	Beed, Made the 5	day of JUNE 2004
ESSIE LEE ROBIN		LE ROBINSON, MATHER & DAUGHTER
bereinafter called the Gra	AMOR 10 BUX (105 / DDA	OPERTY 705 Taylor ST.)
whose post office address hereinafter called the Gro	· · · · · · · · · · · · · · · · · · ·	
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COUNTY CODE ENFORCEMENT 595 1820

PAM CHILDERS	· · · · · · · · · · · · · · · · · · ·	
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PAM CHILDERS, CLERI	K OF THE CIRCUIT COU	IRT Contraction
High Bid T	ax Deed Sale	Cash Summary
		Cash Deposit \$200.00
Cert # 009047 of 2	2010 Date 07/01/2013	Total Check \$1,856.50
Name JERRY	RODDENBERRY	Grand Total \$2,056.50
Purchase Price (high bid amount)	\$2,000.00	Total Check \$1,856.50
- adv recording deed	\$10.00	Adv Recording Deed \$10.00
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Dpening Bid Amount	\$1,962.19	Postage \$24,44
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Registry of Court	\$1,932.75	Registry of Court \$1,932.75
Purchase Price (high bid)	\$2,000.00	
Registry of Court	\$1,932.75	Overbid Amount \$37.81
advance recording for mail certificate)	\$18.50	
postage	\$24.44	
Researcher Copies	\$5.00	
= Overbid Amount	\$37.81	
		PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk
Escambia County Governmen (850) 595-3793	t Complex • 221 Palafox Pl • FAX (850) 595-4827 • http	ace Ste 110 • PENSAGOHA, FLORIDA 32502 p://www.clerk.co.escambia.fl.us

.

Escambia County Tax Collector

### Page 1 of 2

ANET HOLLEY



» Print View

# ESCAMBIA COUNTY TAX COLLECTOR BOMMEN **Tax Record**

Account N 1 of

Last Update: 7/9/2013 9:10:48 PM CDT

### Details **Tax Record**

# Ad Valorem Taxes and Non-Ad Valorem Assessments

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

Legal Desc.	Account Number	Тах Туре	
Appraiser Data	11-3212-000	REAL ESTATE	Tax Year 2012
Tax Payment Payment History Print Tax Bill	Mailing Address FOUNTAIN ETHEL PO BOX 461 CANTONMENT FL 32533	GEO Number 101N31-4312-001-	
Searches Account	A tax deed has been app immediately contact Esc (850) 595-3793.	olied on this account. E cambia County Clerk of C	Please Courts at
Number	Exempt Amount	Taxable Value	
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Owner Name Property Address Mailing Address	SW1/4 OF SE1/4 N 324 FT 208 85/100 FT E 145 80/	06 <b>k for full description)</b> TAYLOR ST BEG AT SE CO FOR POB N 207 FT W 165 100 FT TO POB OR 5428 E	OR OF W1/2 OF 5/100 FT S
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PAM CHILDERS CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CRIMINAL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS **OPERATIONAL SERVICES** PROBATE

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### COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR

### PAM CHILDERS, CLERK OF THE CIRCUIT COURT High Bid Tax Deed Sale

### Cert # 009047 of 2010 Date 07/01/2013 Name JERRY RODDENBERRY

Cash Summary Cash Deposit \$200.00 Total Check \$1.856,50 Grand Total \$2,056.50

PAM CHILDERS Clerk of the Circuit Court

By:\_\_\_\_\_ Deputy Clerk

Escambia County Government Complex + 221 Palafox Place Ste 110 + PENSACOLA, FLORIDA 32502 (850) 595-3793 • FAX (850) 595-4827 • http://www.clerk.co.escambia.fl.us

# CLERK OF COURT



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5202	Public Hearings 11.
BCC Regular M	eeting
Meeting Date:	11/21/2013
Issue:	5:31 p.m. Public Hearing to Adopt FDEP's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes
From:	Keith Wilkins, Department Director
Organization:	Community & Environment
CAO Approval:	

### **RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating Chapter 42, Article IX, Sections 42-401 through 42-414 of the Escambia County Code of Ordinances, adopting the Florida Department of Environmental Protection's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes.

<u>Recommendation:</u> That the Board adopt an Ordinance creating Chapter 42, Article IX, Sections 42-401 through 42-414 of the Escambia County Code of Ordinances; adopting the Florida Department of Environmental Protection's (FDEP) Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes, as required by Section 403.9337, Florida Statutes; providing legislative findings, purpose, and intent; establishing definitions; defining jurisdiction; regulating the timing of fertilizer application; establishing Fertilizer-Free Zones and Low Maintenance Zones; regulating fertilizer content, application rates, application practices, and management of grass clippings and vegetative matter; providing exemptions; requiring training and licensing for commercial fertilizer applicators; providing for enforcement; providing for severability; providing for inclusion in the Code of Ordinances; providing for an effective date.

### BACKGROUND:

Pursuant to Section 303(d) of the Federal Clean Water Act and the resulting Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code), the Florida Department of Environmental Protection (FDEP) has classified specific water bodies in Escambia County as "impaired" as a result of the presence of excessive nutrients. Because of this FDEP classification, on January 1, 2012, FDEP issued Escambia County a Municipal Separate Storm Sewer System Permit ("MS4 Permit") No. FLS 000019-03 to governmental entities operating within the incorporated and unincorporated areas of Escambia County, Florida. Section 403.9337, Florida Statutes, and the MS4 Permit requires local governments operating under an MS4 Permit to adopt FDEP's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes prior to January 1, 2014; adopting FDEP's model ordinance will help protect the quality of surface water and ground water resources in Escambia County, and will accordingly advance the public health, safety, and welfare.

The Fertilizer Ordinance is another tool required by the FDEP for local governments to reduce sources of nutrients coming from urban landscapes to reduce the impact of nutrients on Florida's

surface and ground waters. Limiting the amount of fertilizer applied to the landscape will reduce the risk of nutrient enrichment of surface and ground waters, but effective nutrient management requires more comprehensive control measures. Such a comprehensive approach is needed that may include, but is not limited to, land planning and low-impact development, site plan design, landscape design, irrigation system design and maintenance, fertilizer application, landscape maintenance, and waste disposal. To be in compliance with FDEP's Total Maximum Daily Load (TMDL) Program and Escambia County's MS4 Permit, Escambia County is required to adopt this ordinance prior to January 1, 2014.

### **BUDGETARY IMPACT:**

None.

### LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance was reviewed and approved for legal sufficiency by Ryan Ross, Assistant County Attorney. Any suggested legal comments are attached herein with the respective Ordinance to which they pertain.

### PERSONNEL:

No additional personnel are anticipated for the implementation of this Ordinance.

### POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute requires advertised public hearings to allow for public comment. The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

### **IMPLEMENTATION/COORDINATION:**

The proposed Ordinance was prepared in cooperation with the Community & Environment Department, NPDES Program Coordinator, the County Attorney's Office and interested citizens. The Community & Environment Department will ensure proper advertisement.

Attachments

<u>Ordinance</u>

### ORDINANCE NUMBER 2013 - \_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY. FLORIDA, CREATING CHAPTER 42, ARTICLE IX, SECTIONS 42-401 THRU 42-414 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES: ADOPTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S MODEL ORDINANCE FOR FLORIDA-FRIENDLY USE OF FERTILIZER ON URBAN LANDSCAPES. AS REQUIRED BY SECTION 403.9337, FLORIDA STATUTES; PROVIDING LEGISLATIVE FINDINGS, PURPOSE, AND INTENT: ESTABLISHING **DEFINITIONS:** DEFINING JURISDICTION: REGULATING THE TIMING FERTILIZER OF **APPLICATION:** ESTABLISHING FERTILIZER-FREE ZONES AND LOW MAINTENANCE ZONES: REGULATING FERTILIZER CONTENT. APPLICATION RATES, APPLICATION PRACTICES, AND MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER: PROVIDING EXEMPTIONS: REQUIRING TRAINING AND LICENSING FOR COMMERCIAL FERTILIZER APPLICATORS: PROVIDING FOR ENFORCEMENT: PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 303(d) of the federal Clean Water Act and the

resulting Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code),

the Florida Department of Environmental Protection (FDEP) has classified specific

water bodies in Escambia County as "impaired" as a result of the presence of excessive

nutrients; and

WHEREAS, because of this FDEP classification, on January 1, 2012, FDEP

issued its Escambia County Municipal Separate Storm Sewer Permit No. FLS 000019-

03 ("MS4 Permit") to governmental entities operating within the incorporated and

unincorporated areas of Escambia County, Florida, including Escambia County, a

political subdivision of the State of Florida; and

WHEREAS, Section 403.9337, Florida Statutes, and the MS4 Permit require local governments operating under an MS4 Permit to adopt FDEP's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes; and

WHEREAS, the Escambia County Board of County Commissioners therefore finds that adopting FDEP's model ordinance will help protect the quality of surface water and ground water resources in Escambia County, and will accordingly advance the public health, safety, and welfare.

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

### SECTION 1. RECITALS

The aforementioned recitals are hereby incorporated into this ordinance as legislative findings rendered by the Board of County Commissioners in support of this ordinance and supplement those findings included under Section 2 of this ordinance.

### SECTION 2. LEGISLATIVE FINDINGS

Chapter 42, Article IX, Section 42-401 of the Escambia County Code of

Ordinances is hereby created to read as follows:

### Sec. 42-401. Legislative Findings.

As a result of impairment to Escambia County's surface waters caused by excessive nutrients, or, as a result of increasing levels of nitrogen in the surface and/or ground water within the aquifers or springs within the boundaries of Escambia County, the Escambia County Board of County Commissioners has determined that the use of fertilizers on lands within Escambia County creates a risk to contributing to adverse effects on surface and/or ground water. Accordingly, the Escambia County Board of County Commissioners finds that management measures contained in the most recent edition of the *Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008, may be required by this ordinance.* 

### SECTION 3. PURPOSE AND INTENT

Chapter 42, Article IX, Section 42-402 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-402. Purpose and Intent.

This Ordinance regulates the proper use of fertilizers by any applicator; requires proper training of Commercial and Industrial Fertilizer Applicators; establishes training and licensing requirements; establishes a Prohibited Application Period; and specifies allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones, and exemptions. The Ordinance requires the use of Best Management Practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on Escambia County's natural and constructed stormwater conveyances, rivers, creeks, canals, springs, lakes, estuaries, and other water bodies. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of Escambia County residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

### SECTION 4. DEFINITONS

Chapter 42, Article IX, Section 42-403 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-403. Definitions.

For this Article, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise.

"Administrator" means the County Administrator, or an administrative official of Escambia County government designated by the County Administrator to administer and enforce the provisions of this Article.

"Application" or "Apply" means the actual physical deposit of fertilizer to turf or landscape plants.

"Applicator" means any Person who applies fertilizer on turf and/or landscape plants in Escambia County.

"Board or Governing Board" means the Board of County Commissioners of Escambia County, Florida.

"Best management practices" means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological consideration, for improving water quality, conserving water supplies and protecting natural resources.

"Code Enforcement Officer, Official, or Inspector" means any designated employee or agent of Escambia County whose duty it is to enforce codes and ordinances enacted by Escambia County.

"Commercial Fertilizer Applicator," except as provided in Section 482.1562(9), Florida Statutes, means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

"Fertilize," "Fertilizing," or "Fertilization" means the act of applying fertilizer to turf, specialized turf, or landscape plants.

"Fertilizer" means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides corrective measures to the soil.

"Guaranteed Analysis" means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

"Institutional Applicator" means any person, other than a private, non-commercial or a Commercial Applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional Applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

"Landscape Plant" means any native or exotic tree, shrub, or groundcover (excluding turf).

"Low Maintenance Zone" means an area a minimum of ten (10) feet wide adjacent to water courses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

"Person" means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

"Prohibited Application Period" means the time period during which a Flood Watch or Warning, or a Tropical Storm Watch or Warning, or a Hurricane Watch or Warning is in effect for any portion of Escambia County, issued by the National Weather Service, or if heavy rain is likely.

"Escambia County Approved Best Management Practices Training Program" means a training program approved per Section 403.9338, Florida Statutes, or any more stringent requirements set forth in this Article that includes the most current version of the Florida Department of Environmental Protection's *Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries,* 2008, as revised, and approved by the Escambia County Administrator.

"Saturated soil" means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this ordinance, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

"Slow release," "controlled release," "timed release," "slowly available," or "water insoluble nitrogen" means nitrogen in a form which delays the availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

"Turf," "sod," or "lawn" means a piece of grass-covered soil held together by the roots of the grass.

"Urban landscape" means pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in Section 570.02, Florida Statutes.

### SECTION 5. JURISDICTION

Chapter 42, Article XI, Section 42-404 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-404. Jurisdiction.

This Ordinance shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the unincorporated area of Escambia County, Florida, unless such applicator of fertilizer is specifically exempted by the terms of this Ordinance from the regulatory provisions of this Ordinance. This Ordinance shall be prospective only, and shall not impair any existing contracts.

### SECTION 6. TIMING OF FERTILIZER APPLICATION

Chapter 42, Article IX, Section 42-405 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-405. Timing of Fertilizer Application.

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Prohibited Application Period, or to saturated soils.

### SECTION 7. FERTILIZER FREE ZONES

Chapter 42, Article IX, Section 42-406 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-406. Fertilizer Free Zones.

Fertilizer shall not be applied within ten (10) feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall, unless a deflector shield, drop spreader, or liquid applicator with a visible and sharply-defined edge is used, in which case a minimum of 3 feet shall be maintained. If more stringent Escambia County Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. Newlyplanted turf and/or landscape plants may be fertilized in this Zone only for a sixty (60) day period beginning thirty (30) days after planting if needed to allow the plants to become well-established. Caution shall be used to prevent direct deposition of nutrients into the water.

### SECTION 8. LOW MAINTENANCE ZONES

Chapter 42, Article IX, Section 42-407 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-407. Low Maintenance Zones.

A voluntary ten (10) foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent Escambia County Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. No mowed or cut vegetative material may be

deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

### SECTION 9. FERTILIZER CONTENT AND APPLICATION RATES

Chapter 42, Article IX, Section 42-408 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-408. Fertilizer Content and Application Rates.

(a) Fertilizers applied to turf within the unincorporated area of Escambia County shall be applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, *Labeling Requirements For Urban Turf Fertilizers*.

(b) Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first thirty (30) days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater Pollution Prevention Plan for that site.

(c) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in subsection 42-408(a) for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

### SECTION 10. APPLICATION PRACTICES

Chapter 42, Article IX, Section 42-409 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-409. Application Practices.

(a) Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from impervious surfaces, fertilizer-free zones and water bodies, including wetlands.

(b) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.

(c) Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent possible.

(d) Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.

(e) In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

### SECTION 11. MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER

Chapter 42, Article IX, Section 42-410 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-410. Management of Grass Clippings and Vegetative Matter.

In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, or sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent possible.

### SECTION 12. EXEMPTIONS

Chapter 42, Article IX, Section 42-411 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-411. Exemptions.

The provisions set forth above in this Ordinance shall not apply to:

(a) bona fide farm operations as defined in the Florida Right to Farm Act, Section

823.14, Florida Statutes;

(b) other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock;

(c) any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture.

### SECTION 13. TRAINING

Chapter 42, Article IX, Section 42-412 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-412. Training.

(a) All commercial and institutional applicators of fertilizer within the unincorporated area of Escambia County shall abide by and successfully complete the six-hour training program in the *Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries* that is offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent program. (b) Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS *Florida Yards and Neighborhoods* program when applying fertilizers.

### SECTION 14. LICENSING OF COMMERCIAL FERTILIZER APPLICATORS

Chapter 42, Article IX, Section 42-413 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-413. Licensing of Commercial Fertilizer Applicators.

(a) Prior to January 1, 2014, Commercial Fertilizer Applicators within the unincorporated area of Escambia County shall abide by and successfully complete training and continuing education requirements in the *Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries* that is offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent program, prior to obtaining an Escambia County Local Business Tax Certificate for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial Fertilizer Applicators shall provide proof of completion of the program to the Escambia County Tax Collector's Office within one-hundred eighty (180) days of the effective date of this ordinance.

(b) After December 31, 2013, all Commercial Fertilizer Applicators within the unincorporated area of Escambia County shall have, and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per Rule 5E-14.117(18), Florida Administrative Code.

(c) All businesses applying fertilizer to turf and/or landscape plants (including, but not limited to, residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one employee has a *Floridafriendly Best Management Practices for Protection of Water Resources by the Green Industries* training certificate prior to the business owner obtaining a Local Business Tax Certificate. Owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program to the Escambia County Tax Collector's Office.

### SECTION 15. ENFORCEMENT.

Chapter 42, Article IX, Section 42-414 of the Escambia County Code of Ordinances is hereby created to read as follows:

### Sec. 42-414. Enforcement.

(a) The provisions of this section shall be enforced pursuant to those methods prescribed by Chapter 162, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances.

(b) Funds generated by penalties imposed under this section shall be used by Escambia County for the administration and enforcement of Section 403.9337, Florida Statutes, and this section of the Escambia County Code of Ordinances, and to further water conservation and nonpoint pollution prevention activities.

### SECTION 16. SEVERABILITY

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

### SECTION 17. INCLUSION IN CODE

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

### SECTION 18. EFFECTIVE DATE

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

DONE AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

BY:

Lumon J. May, Chairman

ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT

By:

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as to form and legal sufficiency.

By: Title: ASST. COUNTY ATTORNEY Date: 001. 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

12.1.

Consent

# AI-5271Clerk & Comptroller's ReportBCC Regular MeetingMeeting Date:11/21/2013Issue:Acceptance of September 2013 TDT Collections DataFrom:Pam Childers, Clerk of the Circuit Court & ComptrollerOrganization:Clerk & Comptroller's Office

### **Recommendation:**

Recommendation Concerning Acceptance of TDT Collections Data

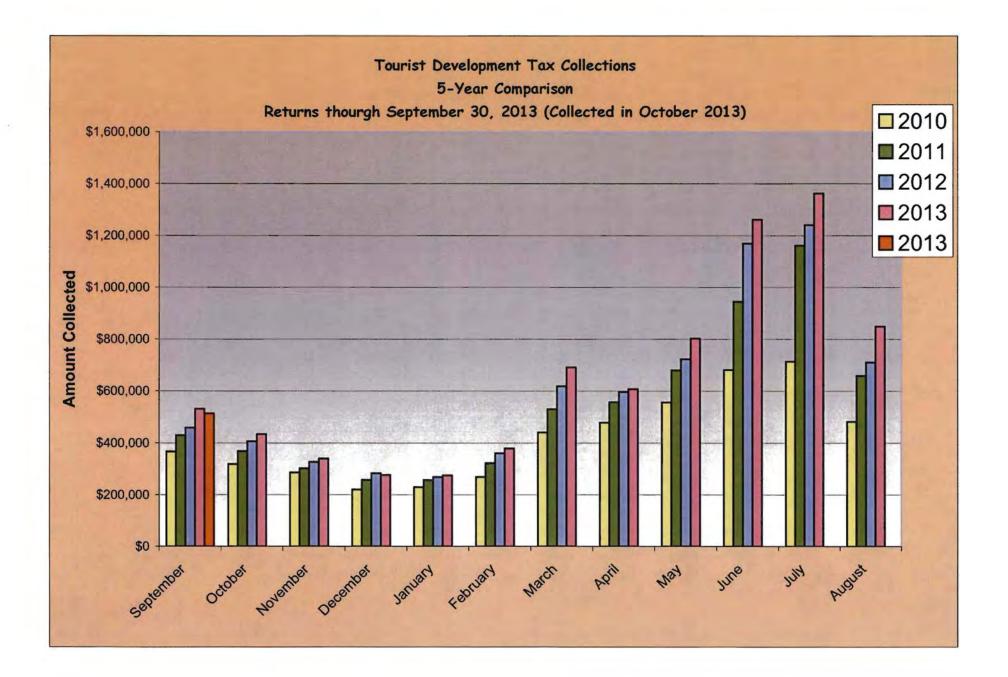
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the September 2013 returns received in the month of October 2013, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the first month of collections for the Fiscal Year 2013-2014; total collected for the September 2013 returns was \$513,612.46; this is 3.29% less than the September 2012 returns; total collections year to date are 3.29% less than the comparable time frame in Fiscal Year 2012-2013.

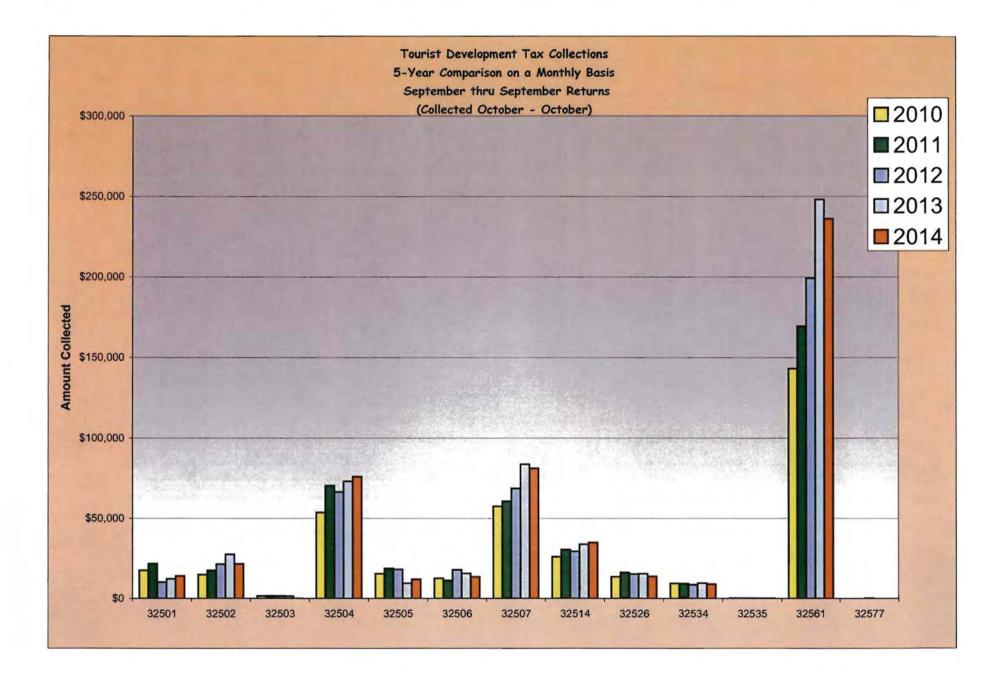
September 2013 TDT

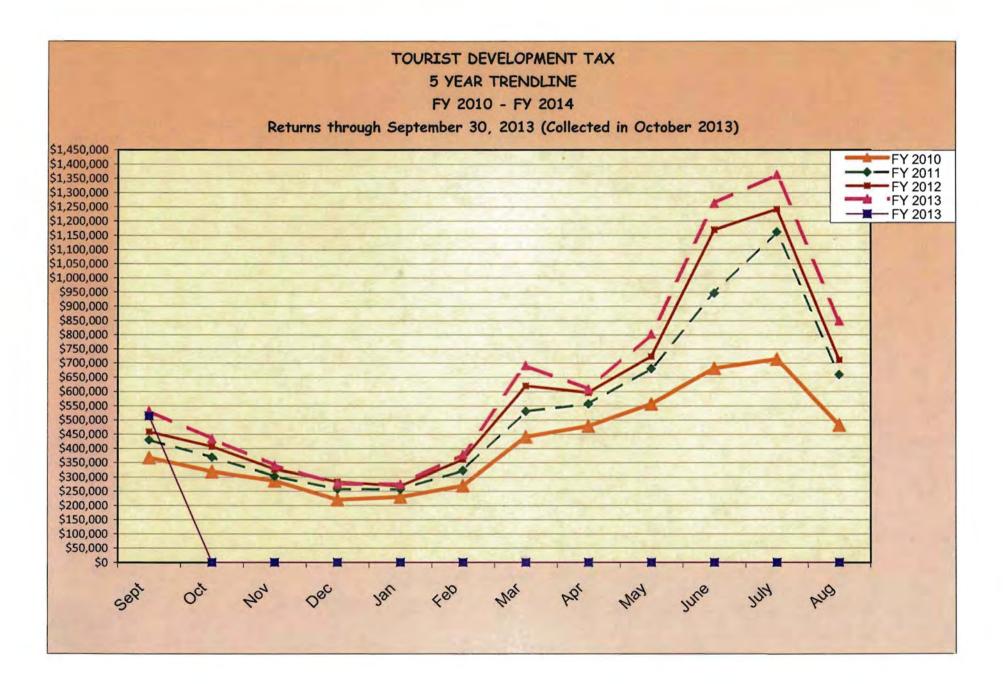
Attachments

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

	Fiscal Year 2014	Fiscal Year 2013		
Zip	YTD Collected	YTD Collected		%
Code			Difference	Change
32501	14,209	12,329	1,880	15%
32502	21,773	27,713	(5,940)	-21%
32503	75	1,528	(1,453)	-95%
32504	76,053	73,197	2,856	4%
32505	12,054	9,599	2,455	26%
32506	13,722	15,753	(2,031)	-13%
32507	81,374	83,654	(2,280)	-3%
32514	34,895	33,847	1,048	3%
32526	13,977	15,553	(1,576)	-10%
32534	9,085	9,695	(610)	-6%
32535	242	110	132	120%
32561	236,153	248,089	(11,936)	-5%
32562	-	-	-	0%
32577	-			0%
Total	\$ 513,612	\$ 531,067	\$ (17,455)	-3%







#### FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA ESCAMBIA COUNTY FLORIDA FISCAL YEAR 2014 AS OF OCTOBER 31 2013

						Zip Code	•			
	32501		32502		32503		32504		32505	
					Cordova		Davis & Scenic Hwy		South of Michigan Av	
Month of	Downtown	% OF	Other Downtown	% OF	Mall & South	% OF	South of I-10 Including	% OF	East of Mobile Hwy	% OF
Collection	Area	Totai	Area	Total	Area	Total	Airport Area	Total	West of Pace Blvd	Total
10/13	14,209	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
Total	\$ 14,209	3%	\$ 21,773	4%	\$ 75	0%	\$ 76,053	15%	\$ 12,054	2%

						Zip Code				
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of	& Highway 98	% OF	Perdido Key South	% OF	Hwy North of	% OF	of Michigan	% OF	Pensacola	% OF
Collection	Area	Total	of Sorrento Area	Totai	I-10 Area	Total	Avenue Area	Total	Blvd North Area	Total
10/13	13,722	3%	81,374	16%	34,895	7%	13,977	3%	9,085	2%
Total	\$ 13,722	3%	\$ 81,374	16%	\$ 34,895	7%	\$ 13,977	3%	\$9,085	2%

				Z	ip Code						
	32535		32561		32562			2577			
	Century		Pensacola								
Month of	(Other)	% OF	Beach	% OF	Other	% OF	Molino		% OF	Total	% OF
Collection	Area	Total	Area	Total		Total	Area		Total	Month	Total
10/13	242	0%	236,153	46%		0%	6		0%	513,612	100%
Total	\$ 242	0% \$	236,153	46%	\$ -	0%	\$	-	0%	513,612	100%

#### FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA ESCAMBIA COUNTY FLORIDA FISCAL YEAR 2013 AS OF OCTOBER 31, 2012

						Zip Code				
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mail & 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%
Total	\$ 12,329	2%	\$ 27,713	5%	\$ 1,528	0%	\$ 73,197	14%	\$ 9,599	2%

						Zip Code				
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of	& Highway 98	% OF	Perdido Key South	% OF	Hwy North of	% OF	of Michigan	% OF	Pensacola	% OF
Collection	Area	Total	of Sorrento Area	Total	I-10 Area	Total	Avenue Area	Total	Blvd North Area	Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
Total	\$ 15,753	3%	\$ 83,654	16%	\$ 33,847	6%	\$ 15,553	3%	\$ 9,695	2%

				2	ip Code					
	32535		32561		32562		32577			
	Century		Pensacola							
Month of	(Other)	% OF	Beach	% OF	Other	% OF	Motino	% OF	Total	% OF
Collection	Area	Total	Area	Total		Total	Area	Total	Month	Total
10/12	110	0%	248,089	47%		0%		- 0%	531,067	100%
Total	\$ 110	0%	\$ 248,089	47%	<u>\$</u>	0%	\$	- 0%	\$ 531,067	100%

2

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

Strange St	A Strategy and				THREE (3%	6) PERCENT	TOURIST TAX	( DOLLARS			
The second second						COLLECTE	D 2005-2014				
Month Of	For The										
Collection	Month Of	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
OCT	SEP	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209
TOTAL		\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209

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

NEE CON	and the second			ADDITI	ONAL ONE	(1%) PERCE	NT TOURIST	TAX DOLL	ARS		
and the second					C	OLLECTED	2005-2014				
Month Of	For The										
Collection	Month Of	2005	2006	2007	2008	2009	2010	2011	2012	2013	2013
OCT	SEP	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403
	TOTAL	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403

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# **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

12.2.

#### AI-5318 **Clerk & Comptroller's Report BCC Regular Meeting** Consent Meeting Date: 11/21/2013 Issue: October 2013 Investment Report Pam Childers, Clerk of the Circuit Court & Comptroller From: **Organization:** Clerk & Comptroller's Office

## **Recommendation:**

Recommendation Concerning Acceptance of October 2013 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended October 31, 2013, as required by Ordinance Number 95-13; on October 31, 2013, the portfolio market value was \$176,654,425 and portfolio earnings totaled \$239,030 for the month; the short term portfolio yield was 0.17%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.03%; the long-term CORE portfolio achieved a total return of 0.31%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.25%.

Attachments

Oct 13 Investment Report



# **INVESTMENT PORTFOLIO SUMMARY REPORT**

# ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT PORTFOLIO SUMMARY REPORT FISCAL YEAR 2013-2014 October 31, 2013



Prepared by:

Pam Childers Clerk of the Circuit Court & Comptroller First Judicial Circuit, Escambia County



#### INVESTMENT PORTFOLIO COMPOSITION

		Market \	/alue	
SUMMARY OF INVESTMENT ALLOCATION	Se	otember 30, 2013	0	ctober 31, 2013
Bank Accounts	\$	19,795,429	\$	10,898,369
Money Market Accounts		29,946,862		29,951,866
Certificates of Deposit		-		-
State Board of Administration		20,139,987		30,143,271
Money Market Mutual Fund		280,407		222,093
U.S. Treasury Bond/Notes		31,665,024		26,523,287
Federal Agency Bond/Note		51,586,777		46,633,873
Municipal Bonds		8,262,319		8,302,611
Corporate Notes		20,429,783		20,930,022
Commercial Paper		3,048,457		3,049,033
Total Portfolio Assets:	\$	185,155,045	\$	176,654,425
Current Month Earnings:	\$	98,380	\$	239,030
Fiscal Year to Date Earnings:	\$	1,784,858	\$	239,030

#### SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	September 30, 2013	October 31, 2013
Month End Yield		
Short Term Portfolio Yield:	0.14%	0.17%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.03%	0.03%
Weighted Average Days to Maturity		
Short Term Portfolio Yield:	10 Days	1 Day
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	50 Days	49 Days
Fiscal YTD Earnings:	\$ 154,740	\$ 8,970

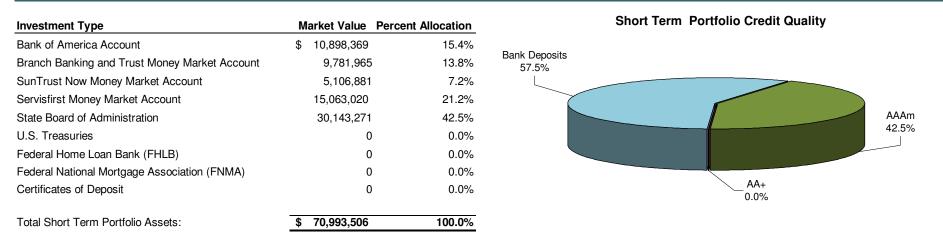
LONG TERM CORE PORTFOLIO:	September 30, 2013	October 31, 2013
Month End Yield		
CORE Portfolio Yield to Maturity at Cost:	1.07%	1.04%
CORE Portfolio Yield to Maturity at Market:	0.71%	0.67%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.31%	0.32%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.60%	0.58%
Monthly Total Return Performance		
CORE Portfolio	0.56%	0.31%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.23%	0.10%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.51%	0.25%
Effective Duration (Years)		
CORE Portfolio	2.43	2.48
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.80	1.89
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.61	2.69
Fiscal YTD Earnings:	\$ 1,630,118	\$ 230,060



#### ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS SHORT TERM INVESTMENT PORTFOLIO REPORT FISCAL YEAR 2013-2014 October 31, 2013

Month End Yield						
Short Term Portfolio Yield:	0.17%					
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	0.03%					

#### PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY



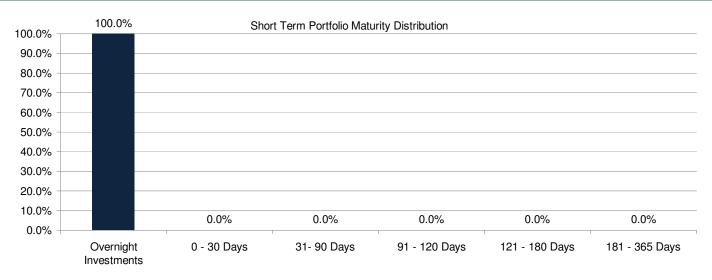
Earnings

Current Month Earnings: \$ 8.970

\$ 8,970

Year-to-Date Earnings:

#### PORTFOLIO MATURITY DISTRIBUTION





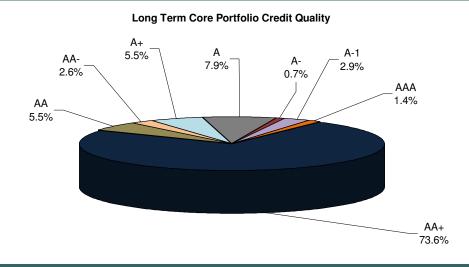
#### ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS LONG TERM CORE INVESTMENT PORTFOLIO REPORT FISCAL YEAR 2013-2014 October 31, 2013

Month End Yield		Monthly Total	
CORE Portfolio Yield to Maturity at Cost:	1.04%	CORE Portfolic	
CORE Portfolio Yield to Maturity at Market:	0.67%	Benchmark Mer	
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.32%	Benchmark Mer	
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.58%	YTD Earnings	

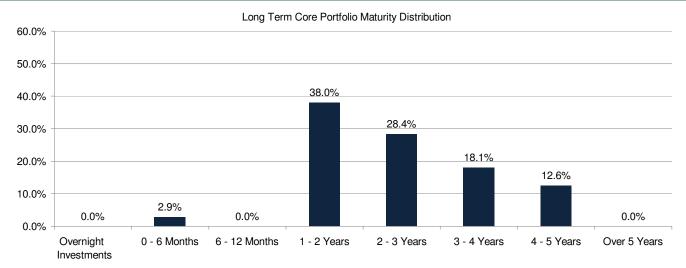
#### PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY

Investment Type	Market Value Percen	t Allocation
U.S. Treasury Bond / Note	\$ 26,523,287	25.1%
Federal Agency Bond / Note	46,633,873	44.1%
Municipal Obligations	8,302,610.80	7.9%
Corporate Note	20,930,022	19.8%
Commercial Paper	3,049,033	2.9%
Money Market Mutual Fund - Federated Government	222,093	0.2%
Total Long Term Core Portfolio Assets:	\$ 105,660,920	100.0%





#### PORTFOLIO MATURITY DISTRIBUTION





#### ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT POLICY COMPLIANCE REPORT FISCAL YEAR 2013-2014 October 31, 2013

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 30,143,271	17.1%	25%	Yes
United States Treasury Securities	26,523,287	15.0%	100%	Yes
Federal Instrumentalities	46,633,873	26.4%	100%	Yes
Certificates of Deposit/ Savings Accounts	29,951,866	17.0%	20%	Yes
Commercial Paper	3,049,033	1.7%	25%	Yes
Corporate Notes	20,930,022	11.8%	20%	Yes
State and/or Local Government Debt	8,302,611	4.7%	25%	Yes
Bank Accounts - Bank of America	10,898,369	6.2%	100%	Yes
Money Market Mutual Fund	222,093	0.1%	50%	Yes
Total Investment Holdings	\$ 176,654,425	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 30,143,271	17.1%	25%	Yes
United States Treasury Securities	26,523,287	15.0%	100%	Yes
Federal National Mortgage Association (FNMA)	24,859,220	14.1%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	21,774,653	12.3%	25%	Yes
Branch Banking and Trust Money Market Account	9,781,965	5.5%	10%	Yes
SunTrust Now Money Market Account	5,106,881	2.9%	10%	Yes
Servisfirst Money Market Account	15,063,020	8.5%	10%	Yes
American Honda Finance	904,885	0.5%	5%	Yes
Anheuser-Busch Corporate Notes	2,009,190	1.1%	5%	Yes
Apple Inc. Corporate Notes	1,125,079	0.6%	5%	Yes
Bank of New York Mellon Corporate Notes	2,765,387	1.6%	5%	Yes
Caterpillar Corporate Notes	697,823	0.4%	5%	Yes
Coca-Cola Company	580,235	0.3%	5%	Yes
General Electric Corporate Notes	3,276,055	1.9%	5%	Yes
John Deere Corporate Notes	1,498,571	0.8%	5%	Yes
JP Morgan Chase Corporate Notes	3,008,232	1.7%	5%	Yes
Mitsubishi UFJ Financial Group	3,049,033	1.7%	5%	Yes
McDonald's Corporate Notes	1,106,573	0.6%	5%	Yes
Pepsico Corporate Notes	699,420	0.4%	5%	Yes
Toyota Corporate Notes	1,100,930	0.6%	5%	Yes
Wells Fargo & Company Corporate Notes	2,157,643	1.2%	5%	Yes
Michigan State Municipal Bond	1,054,321	0.6%	10%	Yes
Calleguas Water District, CA REV Bond	1,500,690	0.8%	10%	Yes
Pennsylvania State Municipal Bond	5,747,600	3.3%	10%	Yes
Money Market Mutual Fund - Federated Government	222,093	0.1%	25%	Yes
Bank Accounts - Bank of America	10,898,369	6.2%	100%	Yes
Total Investment Holdings	\$ 176,654,425	100.0%	-	



AI-5382

# 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

## Clerk & Comptroller's Report 12. 3.

BCC Regular Meeting

Consent

Meeting Date: 11/21/2013

**Issue:** Acceptance of Document

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

## Recommendation:

Recommendation Concerning Acceptance of Document

That the Board accept, for filing with the Board's Minutes, the original *Multi-Year Joint Participation Agreement Notification of Funding #2*, as executed by the Chairman on September 3, 2013, based on the Board's September 15, 2011, approval of the Joint Participation Agreement providing for Transit Block Grant Funding to Escambia County Area Transit, and received in the Clerk to the Board's Office on November 1, 2013.

Attachments

JPA Notification of Funding #2

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-35. Approval of Various Consent Agenda Items Continued
  - 26. Approving, and authorizing the Chairman to sign, the Eighth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement between County Board of County Commissioners and Disabled American Veterans Department of Florida Incorporated (D.A.V.), extending Contract provisions for the period of October 1, 2011, through September 30, 2012, for the amount of \$15,000 (Funding Source: Fund 001, General Fund, Cost Center 320202, Public Social Services – [in the amount of] \$15,000).
- 27. Taking the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 42225718401, providing Fiscal Year 2011-2012 Transit Block Grant Funding to Escambia County Area Transit (ECAT) (Funding Source: Fund 104, Mass Transit – no additional cost to the County):
  - A. Approving the Public Transportation JPA No. 42225718401, providing for Florida Department of Transportation participation, in the amount of \$730,212, of Fiscal Year 2012 funding to ECAT;
  - B. Adopting the Resolution (R2011-144) authorizing the application and acceptance of these funds; and
  - C. Authorizing the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.



## ESCAMBIA COUNTY ADMINISTRATION TRANSMITTAL MESSAGE

Date: 11-1-2013

TO: Doris Harris, Deputy Clerk

BCC: 09-15-2011

CAR II-27 Multi-Year Joint Participation Agreement, Notification of Funding #2

Please Initial and Date Below on Line Provided

- ju 11/1/2013

Judy Witterstaeter, Program Coordinator, County Administration

Attached is the Clerk's Original for filing with the Board's Minutes.

Thank you.

Doris Harris, Deputy Clerk

INTY COMMISSIONER NON 1 U F

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter



AI-5280

# 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

## Clerk & Comptroller's Report 12. 4.

BCC Regular Meeting

Consent

Meeting Date: 11/21/2013

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 November 7, 2013; and

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 7, 2013.

Attachments November 7, 2013, Agenda Work Session Report

## REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD NOVEMBER 7, 2013 BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA (9:01 a.m. – 11:20 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 Alison Rogers, County Attorney Larry M. Newsom, Assistant County Administrator Susan Woolf, General Counsel to the Clerk Doris Harris, Deputy Clerk to the Board Judy H. Witterstaeter, Program Coordinator, County Administrator's Office
  - 1. <u>FOR INFORMATION:</u> The agenda package for the 5:30 p.m., November 7, 2013, Regular Board Meeting, was reviewed as follows:
    - A. Judy H. Witterstaeter, County Attorney Rogers, and Sandra F. "Sam" Slay, 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, County Attorney Rogers, and Donald R. Mayo, Colby Brown Keith Wilkins, Amy Lovoy, and Joy D. Blackmon reviewed the County Administrator's Report, Scott Luth, Fred Donovan, and Jim Cronley presented a PowerPoint Presentation concerning Item III-1, and Ron Ellington and Steve Hayes presented a PowerPoint Presentation, and Julian MacQueen commented, concerning Item III-3;
    - E. County Attorney Rogers reviewed the County Attorney's Report; and
    - F. Commissioner Robertson and Commissioner Robinson each reviewed his add-on item, and County Attorney Rogers commented concerning Commissioner Robinson's item.

AGENDA WORK SESSION: NOVEMBER 6, 2013

	NAME	DEPARTMENT/AGENCY
1	aretta Green	BCC-D3
2	Diarine Sempsie	Regal
3	Allyson Can	DSD
4	Temeka Mullon	DS()
5	Horace Janes	DZU
6	Reith Wilkins	DEN
7	Pht Jhn	pen
8	SKER CASEY	Bork
9	KANDY WINCEREN	NEEL
10	UC LONZOS	DSB.
11	Julian MACLeen	FAnistres Hotels
12	Ron Ellington	11 51
13	Brion Walker	Baskerville Donarden
14	Scatt Luth	Pensacela Chamber
15	JIM GRONHEY	Chamba & Tahon - Chambe
16	Danita andreus	Pensacola Champer/
17	John L. Hutchinson	GULFPOWER & ChamBER
18	FRED DONOVAN, JR.	BASKERVILLE-DUNOVAN
19	Sandra Stapp	Env. Enforce.
20	Marlyn D. alesley	DCA
21	Mike Waren	<i>P</i> >
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24	Challen Hennign	Must
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27	Franciscon les	7/19.
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30	Kathleen Castic	PIA
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AGENDA WORK SESSION: NOVEMBER 6, 2013

# NAME

DEPARTMENT/AGENCY

1	DOUIDMUSSELTZ	TH
2	Bill PEARSON	PIO
3	SARAH RACHFAL	610
4	COUBY BROWN	fac taxen
5	Matt Mooneyham	Esc. PW BCCD4
6	Bicky anelton	BCCD4
7	non più	Garten
8	Susan Carleton	Pointe South Real Esta
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AGENDA WORK SESSION: NOVEMBER 6, 2013

NAME

DEPARTMENT/AGENCY

1	Doris Harris	Club to the Board
2	Arosan A. Wooly	Clerk of court
3	Jan Childers	derte
4	Law M. Nerman	Admin
5	Judy N Witterstater	CAO
6	Ane Vachutry	BCC
7	Lymon Man	BCC
8	Ston Alto A	BCC
9	StBarg	BC
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# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5289	Growth Management Report 12. 1.
BCC Regular	Meeting Public Hearing
Meeting Date:	11/21/2013
Issue:	5:45 p.m Public Hearing - 2012-2016 Update to the Five-Year Schedule of Capital Improvements
From:	Horace Jones, Interim Department Director
Organization:	Development Services

## **RECOMMENDATION:**

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Adopting the Annual Update to the Schedule of Capital improvements.

That the Board of County Commissioners (BCC) adopt an Ordinance adopting the uncodified 2012-2016 update to the five-year schedule of capital improvements. At the November 4, 2013 Planning Board meeting, the Board recommended approval.

## BACKGROUND:

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements. The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes, by adopting the 2012-2016 update to the Five-Year Schedule of Capital Improvements.

## **BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

#### LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

#### PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

#### **IMPLEMENTATION/COORDINATION:**

Implementation of this Ordinance will consist of an uncodified adoption of the ordinance and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

#### Attachments

Draft Ordinance Ordinance Clean Copy Exhibit A Exhibit B Exhibit C

## LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)
DE: 5 Veer Schedule of Capitel Improvements DRAET 10-

Date: 10/15/2013		
Date requested back by:	10/16/2013	
equested by:		
hone Number:595-3467		
LEGAL USE ONLY)	//	
legal Review by	nl	
Date Received: _OUA,	15, 2013	
	form and legal sufficiency.	
Approved as to	form and regar sufficiency.	
Approved as to Not approved.	form and regar sufficiency.	

1	ORDINANCE NUMBER 2013
2 3 4 5 6 7 8	AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2012-2016 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR UNCODIFIED UPDATES; AND PROVIDING FOR AN EFFECTIVE DATE.
9 10 11 12	WHEREAS, pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements;
12 13 14 15 16	WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance is in the best interest of the County and its citizens;
17 18 19	<b>NOW, THEREFORE, BE IT ORDAINED</b> by the Board of County Commissioners of Escambia County, Florida, as follows:
20 21	Section 1. Purpose
22 23 24	The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes, by adopting the 2012-2016 update to the Five-Year Schedule of Capital Improvements.
25 26	Section 2. Schedule of Capital Improvements
27 28 29 30	The 2012-2016 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted.
31	Section 3. Supporting Documents
32 33 34 35	A significant portion of the 2012-2016 update to the Five-Year Schedule of Capital Improvements derives from information provided in the following documents, which are incorporated herein by reference:
36 37 38 39	The Florida–Alabama Transportation Planning Organization Fiscal-Years 2013-2017 Transportation Improvements Program, attached as Exhibit B.
40 41	The Escambia County School District 2013-2014 Work Plan, attached as Exhibit C.
42 43 44	Section 4. Severability

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

## 5 Section 5. Uncodified Ordinance

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the
frequency of the updates to the Five-Year Schedule of Capital Improvements, this
ordinance shall not be codified, but shall be recorded in a book kept for that purpose
and maintained by the Clerk of the Board of the County Commissioners in accordance
with Section 125.68, Florida Statutes.

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Section 6. Effective Date

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15	This Ordinance shall become effective u	upon filing with the Department of State.
16		
17		
18	DONE AND ENACTED this	_ day of, 2013.
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20		
21		BOARD OF COUNTY COMMISSIONERS
22		ESCAMBIA COUNTY, FLORIDA
23		
24		Dur.
25 26		By: Lumon J. May, Chairman
20 27	ATTEST: PAM CHILDERS	Edition 5. May, Chairman
28	CLERK OF THE CIRCUIT CO	IIRT
28 29		
30		
31	Ву:	Date Executed:
32	Deputy Clerk	
33		
34	(SEAL)	
35		
36	ENACTED:	
37		
38	FILED WITH THE DEPARTMENT OF S	STATE:
39		
40	EFFECTIVE DATE:	

## ORDINANCE NUMBER 2013-\_\_\_\_

#### AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2012-2016 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR UNCODIFIED UPDATES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements;

**WHEREAS,** the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

## Section 1. Purpose

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes, by adopting the 2012-2016 update to the Five-Year Schedule of Capital Improvements.

## Section 2. Schedule of Capital Improvements

The 2012-2016 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted.

## Section 3. Supporting Documents

A significant portion of the 2012-2016 update to the Five-Year Schedule of Capital Improvements derives from information provided in the following documents, which are incorporated herein by reference:

The Florida–Alabama Transportation Planning Organization Fiscal-Years 2013-2017 Transportation Improvements Program, attached as Exhibit B.

The Escambia County School District 2013-2014 Work Plan, attached as Exhibit C.

## Section 4. Severability

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

## Section 5. Uncodified Ordinance

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners in accordance with Section 125.68, Florida Statutes.

## Section 6. Effective Date

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

DONE AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By:\_\_\_

Lumon J. May, Chairman

ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

## EXHIBIT A

# Capital Improvement Program FY 2012-2016











FY 2012-2016 CIE Annual Update

**CIP Schedule** 

TRANSPORTATIO	N										
Project Name	Location	Funding Source	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total Project Cost	Code	Comp Plan Objectives	Notes
Beulah Interchange/Belt way		LOST III					\$700,000	\$700,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support Future Interchange at I- 10 and Beulah Rd.
Bobe Street Sidewalks		LOST III			\$300,000			\$300,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Bridge Renovations	Countywide	LOST III	3,016,666	\$1,516,666.00	\$1,263,170	\$1,270,162	\$1,016,666	\$8,083,330	S	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to improve bridge safety countywide
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III					\$350,000	\$350,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Local Safe Routes To School Program
Blue Angel Parkway Construction	Sorrento to US98	Bond/FDOT			\$5,033,700	\$28,524,300		\$33,558,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2013. Will depend on Local Revenues
Burgess Extension Construction	Burgess/Creighton extension from Hilburn Dr to US 29	FDOT			\$1,000,000	\$1,000,000		\$2,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Transportation Improvement Program Priority #8, pg 15. ROW & Const. ROW & Const. funds committed in out years
Congestion Improvements	Countywide	LOST III		\$1,808,532	\$737,000	\$1,018,000	\$1,018,000	\$4,581,532		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Projects to improve traffic and freight flow.
Dirt Rd Paving	Countywide	LOST III	\$2,100,000	\$2,300,000	\$2,500,000	\$2,500,000	\$3,000,000	\$12,400,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
E' Street Improvements	Texar to Cervantes	LOST III				\$400,000		\$400,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Gulf Beach Hwy (SR292) Corridor Study Projects	Navy Blvd to Sorrento	TPO/LOST III		\$ 1,500,000				\$1,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO pg 2.2. Design underway, ROW funded in 2013.
Highway 297A Widening		LOST III				\$3,000,000		\$3,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
ITS Application		LOST III / TPO					\$1,462,936	\$1,462,936	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #6 with annual funding

·							1	1			
JPA Design Box		LOST III					\$300,154	\$300,154	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Support the advancement of any 5-year FDOT projects if determined as a need.
Kingsfield Rd Extension	Hwy 97 to Hwy 99	LOST III	\$5,520,000					\$5,520,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns and increased use by freight.
Live Oak / Sunset Sidewalks		LOST III	\$300,000					\$300,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Project let for Design in 2009 will be constructed in 2010
Neighborhood Enhancements	Countywide	LOST III		\$1,400,000	\$ 700,000	\$700,000	\$2,800,000	\$5,600,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Program to provide amenities based on warranted needs.
Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.
		FDOT			\$2,445,000			\$2,445,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 12
Olive Rd Corridor - Phase I	Davis and Old Palafox	LOST III	\$5,900,000					\$5,900,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT deeded road to the county in 2011. Design currently underway construction expected in 2013
Perdido Key Design	AL state line to ICWW Bridge	FDOT			\$2,732,000			\$2,732,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 22, Design Funds pushed due to a Federal Required EIS
Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/ FDOT TRIP			6,553,680	37,137,520		\$43,691,200	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
Perdido Key Drive PD&E	Perdido Key Dr between AL and the south end of the ICWW Bridge	FDOT							G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 19, Active with EIS.
Sorrento PD&E	ICWW Bridge to Blue Angel Pkwy	FDOT							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design Active

Pinestead / Longleaf Design & Construction		LOST III	\$157,064		\$8,000,000	\$8,190,000		\$16,347,064	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #11.
Resurfacing	Countywide	LOST III	\$1,228,674	\$3,452,804	\$1,750,000	\$1,732,689	\$1,584,622	\$9,748,789	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Annual Program
Sidewalks Design / Construction		LOST III	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Safe Walk to School support program.
Sidewalks District 1		LOST III	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Commissioner Request for Residential areas and School areas
Traffic Calming	Countywide	LOST III				\$200,000		\$200,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Program for identified Neighborhood Traffic areas.
W Roberts Rd Widening		LOST III	\$250,000					\$250,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns due to Sector Plan
DRAINAGE	Location	Funding	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total Drojact	Code	Comp Plan	Notes
Project Name		Source	FT 2013	FY 2014		FY 2016	FT 2017	Total Project Cost	Code	Objectives	Notes
Avery Street Drainage	Avery	LOST III			\$1,000,000					COA 1.1.5 INF 3.1.9	
Beach Haven	Beach Haven	LOST III			\$1,700,000					COA 1.1.5 INF 3.1.9	
Coral Creek Subdivision	Coral Creek	LOST III		\$785,000						COA 1.1.5 INF 3.1.9	
Cove Avenue/Barmel		LOST III		\$1,328,000						COA 1.1.5 INF 3.1.9	
Crescent Lake		LOST III				\$4,000,000				COA 1.1.5 INF 3.1.9	
Drainage Basin Studies		LOST III	\$450,000							COA 1.1.5 INF 3.1.9	
Eleven Mile Creek Restoration		LOST III			\$1,000,000					COA 1.1.5 INF 3.1.9	
Englewood Drainage		LOST III			\$1,000,000					COA 1.1.5 INF 3.1.9	
Improvements Fairchild		LOST III			\$100,000	\$600,000				COA 1.1.5	
Drainage Project					+	+				INF 3.1.9	
Ferry Pass Zones 4&5		LOST III			\$120,000					COA 1.1.5 INF 3.1.9	
Ferry Pass Zone 2		LOST III			\$180,000					COA 1.1.5 INF 3.1.9	
Gulf Beach Hwy		LOST III	\$6,000,000							COA 1.1.5 INF 3.1.9	
Hwy 297 Drainage		LOST III					\$1,772,000			COA 1.1.5 INF 3.1.9	
Jackson St, Elysian Drainage		LOST III	\$1,500,000							COA 1.1.5 INF 3.1.9	
L St, Pond Expansion		LOST III	\$600,000				1			COA 1.1.5 INF 3.1.9	
Myrtle Grove Jackson		LOST III				\$1,350,000				COA 1.1.5 INF 3.1.9	
Jackson Rebel Rd		LOST III					\$2,000,000			COA 1.1.5	
Water Quality/Flood Control		LOST III					\$190,000			INF 3.1.9 COA 1.1.5 INF 3.1.9	

PARKS & REC											
Project Name	Location	Funding Source	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total Project Cost	Code	Comp Plan Objectives	Notes
Bayou Grande Development & Maintenance		LOST III		\$200,000	\$1,700,000					CHAPTER 13 GOAL REC 1	
Land Adquisition		LOST III	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000			CHAPTER 13 GOAL REC 1	
MdDaid Community Center		LOST III								CHAPTER 13 GOAL REC 1	
Park Development		LOST III	\$736,899	\$1,510,702	\$1,110,702	\$1,110,702	\$1,110,702			CHAPTER 13 GOAL REC 1	
Park Maintenance Equipment		LOST III	\$68,182	\$68,182	\$68,182	\$68,182	\$68,182			CHAPTER 13 GOAL REC 1	
Park Mowing		LOST III								CHAPTER 13 GOAL REC 1	
Equestrian Center Sound System Improvement		LOST III								CHAPTER 13 GOAL REC 1	
SOLID WASTE				1	1	1	1	1		I I	
Project Name	Location	Funding Source	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total Project Cost	Code	Comp Plan Objectives	Notes
Landfill Mining	Section 5	Solid Waste Fund		\$200,000	\$8,831,000	\$200,000	\$5,921,000			OBJ INF 2.1	
Leachate Pipeline to International Paper		Solid Waste Fund	\$1,300,000							OBJ INF 2.1	
Landfill Gas Expansion										OBJ INF 2.1	
Landfill Gas Migration										OBJ INF 2.1	

## FY 2012-2016

# **CIE Annual Update**

CIP Schedule (Strikethrough version)

#### Capital Improvement Programs FY 2011 - FY 2015 Schedule Table 14-1

Normal Problem	<del>Proj #</del>	Project Name	<del>Location</del>	Funding Source	-Current FY 2011	<del>FY 2012</del>	<del>FY 201</del> 3	<del>FY 2014</del>	<del>FY 2015</del>	Total Project Cost	<del>Code</del>	<del>Comp Plan</del> <del>Objectives</del>	Notes
nnorm<	Recreation / O	pen Space											
Answer form		Bayou Grande Park Development &	- SW Escambia County - Gulf-										
and and and and 	t	Maintenance	<del>Beach Hwy</del>	LOST III			\$	300,000.00 \$	1,700,000.00	<del>\$2,000,000</del>	G	<del>12.A.4</del>	
where equation of the state of the s		Brosnaham Soccer Center-											
Appellant altimization of the state of	08PR0025	<del>Development</del>	<del>10370 Ashton Brosnaham Dr.</del>	LOST III	<del>\$ 90,909.00</del> <del>\$</del>	90,909.00 \$	90,909.00 \$	90,909.00 \$	90,909.00	<del>\$454,545</del>	G	<del>12.A.4</del>	
• opplysheding       windle       windl	08PR0031	Equestrian center	<del>Beulah - 7750 Mobile Hwy</del>	LOST III	<del>\$ 90,909.00</del> <del>\$</del>	90,909.00 \$	90,909.00 \$	90,909.00 \$	90,909.00	<del>\$454,545</del>	G	<del>12.A.4</del>	
9       Methode/memory he/mer       9000 Methode       9		Acquisition - additional acreage to											
6       Model defendence information       Genymber       Genymber <thgenymber< th=""></thgenymber<>	4	expand park facilities	<del>Countywide</del>	LOST III	<del>\$ 48,345.00</del> <del>\$</del>	200,000.00 \$	200,000.00 \$	200,000.00 \$	200,000.00	<del>\$848,345</del>	G	<del>12.A.4.10</del>	
884-Weight exclusioner-tradelerer difficultation typics:       6000-yook       6007-800       1.110-700-00       600<	5	McDavid Community Park		<del>LOST III</del>	\$	150,000.00				\$150,000	G	<del>12.A.4</del>	
884-Weight exclusioner-tradelerer difficultation typics:       6000-yook       6007-800       1.110-700-00       600<	6	Park Maintenance Equipment	<del>Countywide</del>	LOST III	\$ 68,182.00 \$	68,182.00 \$	68,182.00 \$	68,182.00 \$	68,182.00	<del>\$340,910</del>	G		
non-parkang netnon-parkang ne	08PR0058												
Sold Water       Southy Mage													
ind Product Accord       Second Statisty       <		fencing, landscaping etc.	<del>County wide</del>	<del>LOST III</del>	\$ <u>1,110,702.00</u> \$	1,110,702.00 \$	1,110,702.00 \$	1,110,702.00 \$	1,110,702.00	<del>\$5,553,510</del>	ĐR	<del>12.A.4</del>	
Process frain       Result of the sense of	Solid Waste												
Normal Processing		Land Purchase - Recovered Materials	<del>,</del>										
1       failing- briaging       fourmation       SW Had	1	Processing Facility	Countywide	SW Fund						<del>\$0</del>			
Recorrect Materials Processing         Section Control tion         Control tion         Section		Recovered Materials Processing											
skilly Construction       Geomywide       SW Find       SW Find <ths< td=""><td>2</td><td><del>Facility - Design</del></td><td>Countywide</td><td><del>SW Fund</del></td><td></td><td></td><td></td><td></td><td></td><td><del>\$0</del></td><td></td><td></td><td></td></ths<>	2	<del>Facility - Design</del>	Countywide	<del>SW Fund</del>						<del>\$0</del>			
3       3 - C - M - M - M - M - M - M - M - M - M		Recovered Materials Processing											
Section 2       Penacola       SW Fund       SW Fund <td>3</td> <td>Facility - Construction</td> <td><del>Countywide</del></td> <td><del>SW Fund</del></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td><del>\$0</del></td> <td></td> <td></td> <td></td>	3	Facility - Construction	<del>Countywide</del>	<del>SW Fund</del>						<del>\$0</del>			
6       Cell Construction       9ensedu       9WFund	4	<del>3 C Side Slope Drainage</del>		<del>SW Fund</del>						<del>\$0</del>			
r       Gell Design       Section 5 - Phase 1       SW Fund       SW F	5	Cell Design	Pensacola	<del>SW Fund</del>						<del>\$0</del>	G	<del>10.B.3.1</del>	
B       Cell Construction       Section 5 Phase 1       SW Fund       SW Fund       SW Fund       SW Fund       Section 5 Phase 2       SW Fund       Section 6 Phase 2       Section 6 Phase 2       SW Fund       Section 6 Phase 2       SW Fund       Section 6 Phase 2       SW Fund       Section 6 Phase 2       <	6	Cell Construction	Pensacola	SW Fund						<del>\$0</del>			
9       Cell Design       Section 5 - Plase 2       SW Tund       \$\$25000000       \$\$25000000       \$\$25000000<	7	<del>Cell Design</del>	Section 5 - Phase 1	<del>SW Fund</del>						<del>\$0</del>			
10       Cell Construction       Section 5 Phase 2       SW Fund       \$\$ - 2,500,000.00	8	Cell Construction	Section 5 Phase 1	SW Fund						<del>\$0</del>	G	<del>10.B.3.3</del>	
10       Section 5       Section 5       SW Fund       \$\$ 2,500,000.00       \$\$ 2,500,000.00       \$\$ 2,500,000.00       \$\$ 1	9	<del>Cell Design</del>	Section 5 - Phase 2	<del>SW Fund</del>	<del>;                                    </del>	250,000.00				<del>\$250,000</del>	G	<del>10.B.3.4</del>	
11     Citizens' Convenience Center     Transfer Station     SW Fund     \$	<del>10</del>	Cell Construction	Section 5 Phase 2	SW Fund		\$	2,500,000.00			<del>\$2,500,000</del>	G	<del>10.B.3.5</del>	
12         System Expansion         Pensacola         SW Fund         \$ 300,000.00         \$ 250,000.00         \$ 5550,000         G           Replacement of Recovered Materials	11	Citizens' Convenience Center-	Transfer Station	SW Fund	\$ 130,000.00					\$130,000	G		
Replacement of Recovered Materials		Landfill Gas Collection & Control-											
	<del>12</del>	System Expansion	Pensacola	<del>SW Fund</del>	\$	300,000.00	\$	250,000.00		<del>\$550,000</del>	G		
13 Processing Facility Retaining Wall Pensacola SW Fund \$ 250,000.00		Replacement of Recovered Materials	-										
	<del>13</del>	Processing Facility Retaining Wall	Pensacola	<del>SW Fund</del>	\$ 250,000.00					<del>\$250,000</del>	<del>6</del>	<del>10.B.3.1</del>	

R = replacement of new or existing facility D = deficiency correction G = meeting growth demands

#### Capital Improvement Programs FY 2011 - FY 2015 Schedule Table 14-1

					Ia	Die 14-1					Comp Plan	
<del>Proj #</del>	Project Name	Location	Funding Source	Current FY 2011	<del>FY 2012</del>	<del>FY 2013</del>	<del>FY 2014</del>	<del>FY 2015</del>	Total Project Cost	Code	Objectives	Notes
<del>14</del>	Saufley Cⅅ Landfill Restoration	<del>Pensacola</del>	<del>SW Fund</del>	<del>\$ 3,290,000.00</del> <del>\$</del>	2,310,000.00				<del>\$5,600,000</del>			
<del>15</del>	Landfill Mining	Section 5 Phase 2	SW Fund	\$ <u>1,200,000.00</u> \$	1,250,000.00 \$	6,450,000.00 \$	2,050,000.00 \$	6,450,000.00	<del>\$17,400,000</del>	G	<del>10.B.3.1</del>	
Engineering -	<del>Drainag</del> e											
t	Avery Street Drainage	Avery Street	LOST III				\$	1,000,000.00	\$1,000,000			
2	Bartow Avenue	Bartow Avenue	LOST III						<del>\$0</del>			
<del>3</del>	<del>Beach Haven</del>		<del>LOST III</del>				\$	1,700,000.00	<del>\$1,700,000</del>			
4	<del>Chandler</del>		<del>LOST III</del>						<del>\$0</del>			
08EN0301	<del>Coral Creek Subdivision Drainage</del>		<del>LOST III</del>			\$	785,000.00		<del>\$785,000</del>	ÐG	<del>10.C.1.2</del> <del>10.C.1.6</del>	
6	<del>Cove Avenue/Barmel Drainage</del>		<del>LOST III</del>			<del>\$</del>	1,328,000.00		<del>\$1,328,000</del>	ÐG	<del>10.C.1.2</del> <del>10.C.1.6</del>	
7	Drainage Basin Studies		<del>LOST III</del>		<del>\$</del>	<del>450,000.00</del>			<del>\$450,000</del>	ÐG	<del>10.C.1.2</del> <del>10.C.1.6</del>	
8	Eleven Mile Creek Restoration						<del>\$</del>	1,000,000.00	<del>\$1,000,000</del>			
											<del>10.C.1.2</del>	
ENG1308	<del>Elsa Area Drainage</del>		<del>LOST III</del>	<del>\$ 500,000.00</del>					<del>\$500,000</del>	ÐG	<del>10.C.1.6</del>	
<del>10</del>	Englewood Drainage Neighborhood Improvements	-	<del>LOST III</del>				\$	1,000,000.00	\$1,000,000			
	Ensley Ave Drainage Improvements	— <del>Detroit and Johnson from-</del>										
<del>11</del>	Phase II-V	Palafox to 500' past Chemstrai	nd-LOST III	<del>\$ 8,231,655.00</del>					<del>\$8,231,655</del>	Ð	<del>10.C.1.2 10.C.1.6</del>	
<del>12</del>	Fairchild Drainage Project		<del>LOST III</del>				<del>\$</del>	100,000.00	<del>\$100,000</del>			
ENG217	Ferry Pass Zones 4- 5	<del>Tippin, Kinney, Deloach, Raines, Nobles Streets</del>	<del>LOST III</del>	\$ 880,000.00			<del>3</del>	120,000.00	\$1,000,000	R	<del>10.C.1.2 10.C.1.6</del>	
		<del>Johnson Ave from Lawton, Ca</del>										
ENG214	Ferry Pass Zone 2 - Drainage Projecy	<ul> <li>Dean, Kipling and Caminetti</li> </ul>	<del>LOST III</del>	\$ 500,000.00			\$	180,000.00	<del>\$680,000</del>	R	<del>10.C.1.2 10.C.1.6</del>	
ENG1512	<del>Flaxman &amp; 61st St</del>		<del>LOST III</del>	\$ 500,000.00					<del>\$500,000</del>	R	<del>10.C.1.2 10.C.1.6</del>	
<del>16</del>	<del>Gulf Beach Highway</del>		<del>LOST III</del>			\$	6,000,000.00		<del>\$6,000,000</del>	ÐG	<del>10.C.1.2 10.C.1.6</del>	
17	<del>Jackson Street (Ellysen Drainage Improvements)</del>		<del>LOST III</del>			\$	1,500,000.00		<del>\$1,500,000</del>	ÐG	<del>10.C.1.2 10.C.1.6</del>	
<del>18</del>	<del>Jordan &amp; P Street</del>	<del>Jordan &amp; P Street</del>	LOST III						<del>\$0</del>			

#### Capital Improvement Programs FY 2011 - FY 2015 Schedule Table 14-1

					1	able 14-1					Comp Plan	
<del>Proj #</del>	Project Name	Location	Funding Source	Current FY 2011	<del>FY 2012</del>	<del>FY 2013</del>	<del>FY 2014</del>	<del>FY 2015</del>	Total Project Cost	Code	Objectives	Notes
	Lake Charlene Drainage											
<del>19</del>	Improvements Phase II	Lake Charlene Subdivision	LOST III	\$ 1,000,000.00					<del>\$1,000,000</del>	R	<del>10.C.1.2 10.C.1.6</del>	
ENG949	<del>LiFair Estates Subd</del>		LOST III	\$ 1,000,000.00					<del>\$1,000,000</del>	ÐG	<del>10.C.1.2 10.C.1.6</del>	
	Muscogee Rd Drainage Improvemer	<del>its Muscogee Rd from Hwy 97 to</del>	<del>.</del>									
ENG1293	Phase 1-5	<del>Nowak in Pensacola</del>	LOST III	<del>\$ 2,000,000.00</del> <del>\$</del>	1,700,000.00				<del>\$3,700,000</del>	G	<del>10.C.1.2 10.C.1.6</del>	
<del>22</del>	Myrtle Grove & Jackson		LOST III	\$	3,500,000.00				<del>\$3,500,000</del>	ÐG	10.C.1.2 10.C.1.6	
<del>23</del>	Rebel Road		LOST III			\$ 2,000,000.00			<del>\$2,000,000</del>	ÐG	<del>10.C.1.2 10.C.1.6</del>	
	Tracy, Ogden, Rosirito and Sandy B	<del>ay_</del>										
<u>24</u>	<del>Drainage</del>		LOST III						<del>\$0</del>			
Engineering - T	Fransportation											
	-									-		Funds to Support Future Interchange
												at I-10 and Beulah Rd.
											8.A.1.12 8.A.2.4	
											8.A.3.1 8.A.1.3	
+	Beulah Rd Improvements		LOST III	\$	500,000.00				\$ 500,000.00	G	8.A.1.15 8.A.3.2	
												FDOT allocations and local tax-
												contributions to support bonding
												FDOT and local contribution
											8.A.1.12 8.A.2.4	\$2,000,000 in 2008. Based on
	which the the second										0.21.3.1 0.21.1.3	PD&E delay design is Active,
2	Blue Angel Pkway Design	Sorrento to US98	FDOT							G	0.71.1.13 0.71.3.2	Complete 2010.
												Design will be complete and will
												evaluate Bonding (TIF) Feasibilit
												in 2011. Will depend on Local
											8.A.1.12 8.A.2.4	Revenues
											8.A.3.1 8.A.1.3	
3	Blue Angel Parkway Construction	Sorrento to US98	Bond/FDOT			4 4	5,033,700.00	\$ 28,524,300.00	\$ <u>33,558,000.00</u>	G	8.A.1.15 8.A.3.2	
												TPO Transportation Improvement
												Program Priority #9, pg 121. Will
												Evaluate LOST Funds \$500K to-
											8.A.1.12 8.A.2.4	<del>update design 2010.</del>
		Burgess/Creighton extension									8.A.3.1 8.A.1.3	
4	Burgess Extension Design	from Hilburn Dr to US 29	Local/ FDOT TRIP			\$ 2,000,000.00			\$ 2,000,000.00	G	8.A.1.15 8.A.3.2	
-						φ 2 <del>,000,000.00</del>	-		. 2,000,000.00	9		

## Capital Improvement Programs FY 2011 - FY 2015 Schedule Table 14-1

					•	able 14-1					Comp Plan	
<del>Proj #</del>	Project Name	Location	Funding Source	Current FY 2011	<del>FY 2012</del>	<del>FY 2013</del>	<del>FY 2014</del>	<del>FY 2015</del>	Total Project Cost	Code	<del>Objectives</del>	Notes
												TPO Transportation Improvement
												Program Priority #9, pg 121. Will-
												evaluate State and Federal programs
												2010. (SAFETEA LU and TIGER
											8.A.1.12 8.A.2.4	Grants ARRA)
		Burgess/Creighton extension									8.A.3.1 8.A.1.3	-
5	Burgess Extension Construction	from Hilburn Dr to US 29	<del>Local/ FDOT TRIP</del>			\$	5,000,000.00 \$	18,000,000.00	3 23,000,000.00	G	8.A.1.15 8.A.3.2	
											8.A.1.12 8.A.2.4	_ Revolving Maintenance Program to-
												_ prevent sediment run-off and reduce-
<del>6</del>	<del>Dirt Rd Paving</del>	<del>Countywide</del>	LOST III	\$\$	2,400,000.00 \$	2,100,000.00 \$	2,300,000.00 \$	2,500,000.00	5 11,000,000.00	R	8.A.1.15 8.A.3.2	<del>road repair.</del>
												TPO pg 32. TPO will let Design in-
											8.A.1.12 8.A.2.4	2009, additional funds will be
	Gulf Beach Hwy (SR292) Corridor										8.A.3.1 8.A.1.3	allocated by State and Local Support.
7	<del>Study</del>	Navy Blvd to Sorrento	TPO/LOST III	\$	300,000.00			-\$	300,000.00	G	8.A.1.15 8.A.3.2	
											8.A.1.12 8.A.2.4	_ Priority #2 in county Lane Widening
											8.A.3.1 8.A.1.3	Program 60% Complete
8	Highway 97 Widening		LOST III	\$	600,000.00			-\$	600,000.00	G	8.A.1.15 8.A.3.2	
											8.A.1.12 8.A.2.4	_ TPO pg 133, Pending FDOT Master
											8.A.3.1 8.A.1.3	<u>Plan to Identify Priorities</u>
9	ITS Application		LOST III	\$ 1,361,000.00				-4	1,361,000.00	G	8.A.1.15 8.A.3.2	
												- Funds to Support the advancement of
											8.A.3.1 8.A.1.3	– <del>any 5 year FDOT projects if</del>
<del>10</del>	JPA Design Box		LOST III	<del>\$                                    </del>	500,000.00 \$	4,000,000.00		-4	5,000,000.00	G		determined as a need.
												– <del>Project let for Design in 2009 will be</del>
												- <del>constructed in 2010</del>
<del>11</del>	Live Oak / Sunset Sidewalks		LOST III			\$ 300,000.00		-\$	300,000.00	G	8.A.1.15 8.A.3.2	
											8.A.1.12 8.A.2.4	-
											8.A.3.1 8.A.1.3	-
<del>12</del>	Marcus Pointe & W Turn Lanes		LOST III	\$	39,000.00 \$	1,400,000.00 \$	1,400,000.00 \$	700,000.00 \$	3,539,000.00	ÐG	8.A.1.15 8.A.3.2	
											8.A.1.12 8.A.2.4	_ TRIP funds awarded to update PD&I
												<u>and Design. Let for A&amp;E service in-</u>
13	Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III	\$ 1,000,000.00 \$	1,000,000.00			-4	2,000,000.00	ÐG	8.A.1.15 8.A.3.2	
			FDOT	\$ 650,000.00								FDOT Work Program, pg 12

## Capital Improvement Programs FY 2011 - FY 2015 Schedule Table 14-1

						abi	le 14-1					Comp Plan	
<del>Proj #</del>	Project Name	Location	Funding Source	Current FY 2011	<del>FY 2012</del>	2	<del>FY 2013</del>	<del>FY 2014</del>	<del>FY 2015</del>	Total Project Cost	Code	<del>Objectives</del>	Notes
												-	FDOT Work Program, pg 16; TPO-
												8.A.1.12 8.A.2.4	<u>pg 31. Study 85% Complete,</u>
													_ Construction will consider a JPA to-
14	<del>Olive Rd Corridor - Phase I</del>	Davis and Old Palafox	TPO/Box		\$ 60	<del>90,000.00</del> \$	750,000.00 \$	750,000.00	4	\$ 2,100,000.00	G	8.A.1.15 8.A.3.2	
													FDOT Work Program, pg 16, TPO-
													<u>pg 31. Study 80% Complete,</u>
													<u>Construction will consider a JPA to</u>
<del>15</del>	<del>Olive Rd Corridor - Phase II</del>	Davis to Scenic Hwy	TPO/Box		\$ 60	<del>90,000.00</del> \$	750,000.00 \$	750,000.00	-	\$ 2,100,000.00	G	8.A.1.15 8.A.3.2	
												8.A.1.12 8.A.2.4	- FDOT Work Program, pg 22, Design
												8.A.3.1 8.A.1.3	- Funds pushed due to a Federal
<del>16</del>	<del>Perdido Key Design</del>	AL state line to ICWW Bridge	FDOT				\$	2,732,000.00	-	\$ 2,732,000.00	ÐG	8.A.1.15 8.A.3.2	Required EIS
													Design will be complete and will-
													evaluate Bonding (TIF) Feasibility
													in 2012-13. Will depend on
		Perdido Key Dr between AL an	<del>id</del>									8.A.1.12 8.A.2.4	- Local Revenues, results of EIS
		the south end of the ICWW-										8.A.3.1 8.A.1.3	
<del>17</del>	Perdido Key Drive Construction	Bridge	TIF/ FDOT TRIP				\$	6,553,680.00 \$	37,137,520.00 \$	43,691,200.00	ÐG	8.A.1.15 8.A.3.2	
		Perdido Key Dr between AL an	<del>ld</del>										_ FDOT Work Program, pg 19, Active
		the south end of the ICWW-										8.A.3.1 8.A.1.3	. with EIS.
<del>18</del>	Perdido Key Drive PD&E	Bridge	FDOT								G	8.A.1.15 8.A.3.2	
													_ FDOT Work Program, pg 16. PD&E
		ICWW Bridge to Blue Angel										8.A.3.1 8.A.1.3	90% Complete, 30% Design Active
<del>19</del>	Sorrento PD&E	<del>Pkwy</del>	FDOT								ÐG	8.A.1.15 8.A.3.2	
												8.A.1.12 8.A.2.4	- Design is active in 2009, Complete in
	Pinestead / Longleaf Design &											8.A.3.1 8.A.1.3	. <del>2010.</del>
<del>20</del>	Construction		LOST III	\$ 1,500,000.0	0 \$ 1,50	0,000.00		\$	8,000,000.00	\$ 11,000,000.00	G	8.A.1.15 8.A.3.2	
												8.A.1.12 8.A.2.4	<u>Annual Program</u>
												8.A.3.1 8.A.1.3	-
<del>21</del>	Resurfacing	Countywide	LOST III	\$ 1,209,000.0	0 \$ 1,70	00,000.00			=	\$ 2,909,000.00	R	8.A.1.15 8.A.3.2	
												8.A.1.12 8.A.2.4	_ County Wide Safe Walk to School-
													_ <del>support program.</del>
<del>22</del>	Sidewalks Design / Construction		LOST III	\$ 1,000,000.0	<del>0</del> <del>\$ 70</del>	<del>)0,000.00</del>	500,000.00 \$	500,000.00	500,000.00	\$ 3,200,000.00	G	8.A.1.15 8.A.3.2	
												8.A.1.12 8.A.2.4	Commissioner Request for
												<del>8.A.3.1 8.A.1.3</del>	Residential areas and School areas
<del>23</del>	Sidewalks District 1		LOST III			<del>0,000.00</del> <del>\$</del>	100,000.00 \$	100,000.00	\$ 1,000,000.00 -	\$ 1,600,000.00	G	8.A.1.15 8.A.3.2	

## Capital Improvement Programs FY 2011 - FY 2015 Schedule Table 14-1

											Comp Plan
<del>Proj #</del>	Project Name	Location	Funding Source	-Current - FY 2011	<del>FY 2012</del>	<del>FY 2013</del>	<del>FY 2014</del>	<del>FY 2015</del>	Total Project Cost	Code	Objectives Notes
											8.A.1.12 8.A.2.4 County Wide Program for identified
											8.A.3.1 8.A.1.3 Neighborhood Traffic areas.
<del>24</del>	Traffic Calming	<del>Countywide</del>	LOST III	\$ 200,000.00 \$	200,000.00				\$ 400,000.00	G	<del>8.A.1.15 8.A.3.2</del>
											Improvements to support new traffic-
											patterns and increased use by freight.
											<del>8.A.1.12 8.A.2.4 -</del>
											<del>8.A.3.1 8.A.1.3 -</del>
<del>25</del>	W Roberts Rd Widening		LOST III	\$ 350,000.00		\$ 250,000.00			\$ 600,000.00	R	8.A.1.15 8.A.3.2
M 77 11	TOAT										
<del>Mass Transit -</del>											

÷	Bus replacements	<del>1515 W Fairfield Dr.</del>	FTA Grant	<del>\$</del>	1,750,000.00 \$ 1,750,000.00	<del>\$3,450,000</del> <del>G</del>	<del>8.B.1.1</del>
2	Trolley replacements	<del>1515 W Fairfield Dr.</del>	FTA Grant	\$	850,000.00	<del>\$850,000</del> G	<del>8.B.1.1</del>

CIP Schedule (Underline version)

TRANSPORTATION											
Project Name	Location	<u>Funding</u> Source	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	Total Project Cost	<u>Code</u>	Comp Plan Objectives	<u>Notes</u>
<u>Beulah</u> Interchange/Beltway		<u>LOST III</u>					<u>\$700,000</u>	<u>\$700,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support Future Interchange at I- 10 and Beulah Rd.
Bobe Street Sidewalks		<u>LOST III</u>			<u>\$300,000</u>			<u>\$300,000</u>		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Bridge Renovations	<u>Countywide</u>	<u>LOST III</u>	<u>3.016,666</u>	<u>\$1,516,666.00</u>	<u>\$1,263,170</u>	<u>\$1,270,162</u>	<u>\$1,016,666</u>	<u>\$8,083,330</u>	<u>s</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	<u>Funds to</u> improve bridge safety countywide
Burgess Rd Sidewalks	<u>Davis Hwy to</u> <u>Sanders Rd</u>	<u>LOST III</u>					<u>\$350,000</u>	<u>\$350,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Local Safe Routes To School Program
Blue Angel Parkway. Construction	Sorrento to US98	Bond/FDOT			<u>\$5,033,700</u>	<u>\$28,524,300</u>		<u>\$33,558,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2013. Will depend on Local Revenues
Burgess Extension Construction	Burgess/Creighton extension from Hilburn Dr to US 29				<u>\$1,000.000</u>	\$1.000.000		\$2,000.000	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Transportation Improvement Program Priority #8, pg 15. ROW & Const. funds committed in out years
Congestion Improvements	<u>Countywide</u>	<u>LOST III</u>		<u>\$1,808,532</u>	<u>\$737,000</u>	<u>\$1,018,000</u>	<u>\$1,018,000</u>	<u>\$4,581,532</u>		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	<u>Projects to</u> improve traffic and freight flow.
<u>Dirt Rd Paving</u>	<u>Countywide</u>	<u>LOST III</u>	<u>\$2,100,000</u>	<u>\$2,300,000</u>	<u>\$2,500,000</u>	<u>\$2,500,000</u>	<u>\$3,000,000</u>	<u>\$12,400,000</u>	<u>R</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
<u>E' Street Improvements</u>	<u>Texar to Cervantes</u>	<u>LOST III</u>				<u>\$400,000</u>		<u>\$400,000</u>		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Gulf Beach Hwy (SR292) Corridor Study Projects	<u>Navy Blvd to</u> Sorrento	TPO/LOST III		<u>\$ 1,500,000</u>				\$ <u>1,500,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO pg 2.2. Design underway, ROW funded in 2013.
<u>Highway 297A</u> <u>Widening</u>		LOST III				<u>\$3,000,000</u>		<u>\$3,000,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
ITS Application		<u>LOST III /</u> <u>TPO</u>					<u>\$1,462,936</u>	<u>\$1,462,936</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #6 with annual funding

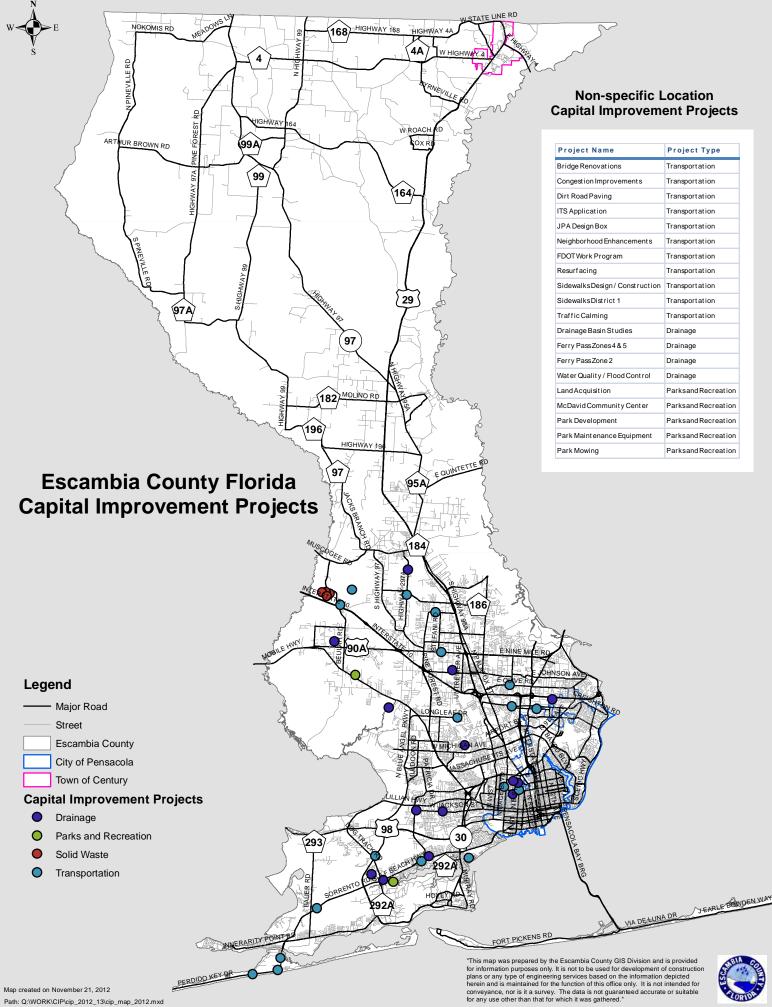
JPA Design Box Kingsfield Rd Extension	Hwy 97 to Hwy 99	LOST III LOST III	<u>\$5,520,000</u>				<u>\$300,154</u>	\$300,154 \$5,520,000	<u>6</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6 MOB 8-1.1; MOB 8-1.3;	Funds to Support the advancement of any 5-year FDOT projects if determined as a need. Improvements to support new
										<u>MOB 8-1.5;</u> <u>MOB 8-1.5;</u> <u>MOB 8-1.6</u>	traffic patterns and increased use by freight.
Live Oak / Sunset Sidewalks		<u>LOST III</u>	<u>\$300,000</u>					<u>\$300,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Project let for Design in 2009 will be constructed in 2010
<u>Neighborhood</u> Enhancements	<u>Countywide</u>	<u>LOST III</u>		<u>\$1,400,000</u>	<u>\$ 700,000</u>	<u>\$700,000</u>	<u>\$2,800,000</u>	<u>\$5,600,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Program to provide amenities based on warranted needs.
<u>Nine Mile Rd</u> Improvement <u>s</u>	Pine Forest to Hwy 29	LOST III							<u>DG</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.
		<u>FDOT</u>			<u>\$2,445,000</u>			<u>\$2,445,000</u>		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	<u>FDOT Work</u> Program, pg 12
<u>Olive Rd Corridor -</u> <u>Phase I</u>	<u>Davis and Old</u> <u>Palafox</u>	<u>LOST III</u>	<u>\$5,900,000</u>					<u>\$5,900,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT deeded road to the county in 2011. Design currently underway construction expected in 2013
<u>Perdido Key Design</u>	<u>AL state line to</u> ICWW Bridge	<u>FDOT</u>			<u>\$2,732,000</u>			<u>\$2,732,000</u>	<u>DG</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	EDOT Work Program, pg 22, Design Funds pushed due to a Federal Required EIS
Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	<u>TIF/ FDOT</u> <u>TRIP</u>			<u>6,553,680</u>	<u>37,137,520</u>		<u>\$43,691,200</u>	<u>DG</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
<u>Perdido Key Drive</u> PD&E	Perdido Key Dr between AL and the south end of the ICWW Bridge	<u>FDOT</u>							<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 19, Active with EIS.
Sorrento PD&E	ICWW Bridge to Blue Angel Pkwy	<u>FDOT</u>							<u>DG</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design Active

Pinestead / Longleaf Design & Construction		LOST III	<u>\$157,064</u>		<u>\$8,000,000</u>	<u>\$8,190,000</u>		<u>\$16,347,064</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #11.
<u>Resurfacing</u>	<u>Countywide</u>	<u>LOST III</u>	<u>\$1,228,674</u>	<u>\$3,452,804</u>	\$ <u>1,750,000</u>	<u>\$1,732,689</u>	<u>\$1,584,622</u>	<u>\$9,748,789</u>	<u>R</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	<u>Annual Program</u>
Sidewalks Design / Construction		<u>LOST III</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$2,500,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	<u>County Wide</u> <u>Safe Walk to</u> <u>School support</u> <u>program.</u>
Sidewalks District 1		<u>LOST III</u>	<u>\$100,000</u>	<u>\$100,000</u>	<u>\$100,000</u>	<u>\$100,000</u>	<u>\$100,000</u>	<u>\$500,000</u>	<u>G</u>	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Commissioner Request for Residential areas and School areas
Traffic Calming	<u>Countywide</u>	<u>LOST III</u>				<u>\$200,000</u>		<u>\$200,000</u>	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Program for identified Neighborhood Traffic areas.
W Roberts Rd Widening		<u>LOST III</u>	<u>\$250,000</u>					<u>\$250,000</u>	<u>R</u>	<u>MOB 8-1.1;</u> <u>MOB 8-1.3;</u> <u>MOB 8-1.4;</u> <u>MOB 8-1.5;</u> <u>MOB 8-1.6</u>	Improvements to support new traffic patterns due to Sector Plan
DRAINAGE Project Name	Location	Funding	FY 2013	<u>FY 2014</u>	FY 2015	FY 2016	<u>FY 2017</u>	Total Project	Code	Comp Plan	Notes
Avery Street Drainage	<u>Avery</u>	Source			<u>\$1,000,000</u>			Cost		Objectives <u>COA 1.1.5</u> <u>INF 3.1.9</u>	
Beach Haven	Beach Haven	LOST III			<u>\$1,700,000</u>					COA 1.1.5 INF 3.1.9	
Coral Creek Subdivision	Coral Creek	LOST III		<u>\$785,000</u>						COA 1.1.5 INF 3.1.9	
Cove Avenue/Barmel		LOST III		<u>\$1,328,000</u>						COA 1.1.5 INF 3.1.9	
Crescent Lake		LOST III				<u>\$4,000,000</u>				COA 1.1.5 INF 3.1.9	
Drainage Basin Studies		<u>LOST III</u>	<u>\$450,000</u>							COA 1.1.5 INF 3.1.9	
Eleven Mile Creek Restoration		LOST III			<u>\$1,000,000</u>					COA 1.1.5 INF 3.1.9	
Englewood Drainage Improvements		LOST III			<u>\$1,000,000</u>					COA 1.1.5 INF 3.1.9	
Fairchild Drainage Project		LOST III			<u>\$100,000</u>	<u>\$600,000</u>				COA 1.1.5 INF 3.1.9	
Ferry Pass Zones 4&5		<u>LOST III</u>			<u>\$120,000</u>					COA 1.1.5 INF 3.1.9	
Ferry Pass Zone 2		LOST III			<u>\$180,000</u>					COA 1.1.5 INF 3.1.9	
Gulf Beach Hwy		LOST III	<u>\$6,000,000</u>				1			COA 1.1.5 INF 3.1.9	
Hwy 297 Drainage		LOST III					\$1,772,000			COA 1.1.5 INF 3.1.9	
Jackson St, Elysian Drainage		LOST III	<u>\$1,500,000</u>							COA 1.1.5 INF 3.1.9	
L St, Pond Expansion		LOST III	<u>\$600,000</u>							COA 1.1.5 INF 3.1.9	
Myrtle Grove Jackson		LOST III				<u>\$1,350,000</u>				COA 1.1.5 INF 3.1.9	
Rebel Rd		LOST III					\$2,000,000			COA 1.1.5 INF 3.1.9	
Water Quality/Flood Control PARKS & REC		LOST III					<u>\$190,000</u>			COA 1.1.5 INF 3.1.9	
Project Name	Location	Funding	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total Project	Code	Comp Plan	Notes

<u>Bayou Grande</u> Development & Maintenance		<u>LOST III</u>		<u>\$200,000</u>	<u>\$1,700,000</u>					<u>CHAPTER 13</u> GOAL REC 1	
Land Adquisition		<u>LOST III</u>	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$200,000</u>			CHAPTER 13 GOAL REC 1	
<u>MdDaid Community</u> <u>Center</u>		<u>LOST III</u>								CHAPTER 13 GOAL REC 1	
Park Development		<u>LOST III</u>	<u>\$736,899</u>	<u>\$1,510,702</u>	<u>\$1,110,702</u>	<u>\$1,110,702</u>	<u>\$1,110,702</u>			<u>CHAPTER 13</u> GOAL REC 1	
Park Maintenance Equipment		<u>LOST III</u>	<u>\$68,182</u>	<u>\$68,182</u>	<u>\$68,182</u>	<u>\$68,182</u>	<u>\$68,182</u>			<u>CHAPTER 13</u> GOAL REC 1	
Park Mowing		<u>LOST III</u>								CHAPTER 13 GOAL REC 1	
Equestrian Center Sound System Improvement		<u>LOST III</u>								<u>CHAPTER 13</u> GOAL REC 1	
SOLID WASTE											
Project Name	Location	Funding Source	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>		<u>Total Project</u> Cost	<u>Code</u>	Comp Plan Objectives	<u>Notes</u>
<u>Landfill Mining</u>	Section 5	<u>Solid Waste</u> <u>Fund</u>		<u>\$200,000</u>	<u>\$8,831,000</u>	<u>\$200,000</u>	<u>\$5,921,000</u>			<u>OBJ INF 2.1</u>	
Leachate Pipeline to International Paper		Solid Waste Fund	<u>\$1,300,000</u>							<u>OBJ INF 2.1</u>	
Landfill Gas Expansion										<u>OBJ INF 2.1</u>	
Landfill Gas Migration										<u>OBJ INF 2.1</u>	

Back-up documents

CIP Projects 2012-2013 Map





Office of Management & Budget Documentation

	Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
	GENERAL FUND Animal Services					
1	Surgical Equipment Replacements	2,500	0	0	0	(
	Information Resources					
	Laptops (213)	253,500	0	0	0	(
1	Network Switches (25) Facilities Management	102,500	0	0	0	(
	Air Conditioner Upgrade (Judicial Building)	6,890 6,757	0	0	0	
	E-Z Go Gas Carry-All Cart Ford F-250 Service Vehicles (3)	6,757 82,652	0	0	0	
	Ford F-350 Utility Vehicle	42,746	0 0	0 0	0 0	
	Geothermal Well Installation & Consulting	125,200	0	0	0	
1	Install Additional AC Unit for Communications Room (Central Office Complex)	19,965	0	0	0	(
1	Light Retrofit @ Miscellaneous Buildings - Energy Conservation (Misc Bldgs)	37,437	0	0	0	(
	Replace Boiler Condensation Tanks & Piping (Main Jail) Web Interface (Judicial Building)	140,000 6,857	0	0	0	
1	Public Information	0,007	0	0	0	
1	Production Room Equipment Replacement	35,000	0	0	0	
	Supervisor of Elections					
	Cisco Switch Server	7,000 14,000	0 0	0 0	0 0	
	Total General Fund	883,004	0	0	0	
	OTHER GRANTS AND PROJECTS Florida Boating Improvement Funds					
	Acquistion of property and Constructing a Boat Ramp on Perdido Bay	60,000	0	0	0	
	Total Other Grants and Projects Fund	60,000	0	0	0	
FUND:	ARTICLE V FUND State Attorney - Escambia County (Circuit Criminal)					
115	Laptops (15)	21,000	0	0	0	
	State Attorney - Santa Rosa County					
115	Network Printers (2)	3,600	0	0		
115	Network Switch	1,000	0	0	0	(
	State Attorney - Okaloosa County					
115	Laptops (10)	14,000	0	0	0	
	Public Defender - Escambia County					
115	STAC and BOMS annual maintenance fees	11,950	0	0	0	
	Public Defender - Santa Rosa Technology					
115	STAC and BOMS annual maintenance fees	11,950	0	0	0	
	Public Defender - Okaloosa Technology					
115	STAC and BOMS annual maintenance fees	11,950	0	0	0	(
	Public Defender - Walton Technology					
115	STAC and BOMS annual maintenance fees	11,950	0	0	0	
	Court Technology					
115	Laptops (10)	14,500	0	0		
110		17,000	0	0	0	

Court Security Division - Escambia County

	Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
115	Security Equipment	5,000	0	0	0	0
	Total Article V Fund	106,900	0	0	0	0
FUND:	CDBG HUD ENTITLEMENT FUND 2012 HUD Community Block Development					
129	Fire Hydrant/Main Upgrade Improvements County Facility H/C Access Improvements Neighborhood Improvement Projects (CRA & County Projects TBD)	120,000 50,000 200,719	0 0 0	0 0 0	0 0 0	0 0 0
	2011 HUD Community Block Development					
129	Fire Hydrant/Main Upgrade Improvements County Facility H/C Access Improvements Neighborhood Improvement Projects (CRA & County Projects TBD)	15,150 45,000 225,095	0 0 0	0 0 0	0 0 0	0 0 0
	2010 HUD Community Block Development					
	County Facility H/C Access Improvements Neighborhood Improvement Projects (CRA & County Projects TBD)	70,000 110,000	0 0	0 0	0 0	0 0
	2009 HUD Community Block Development					
129	Neighborhood Improvement Projects (CRA & County Projects TBD)	60,000	0	0	0	0
	2008 HUD Community Block Development					
129	County Facility H/C Access Improvements Total CDBG HUD Entitlement Fund	5,087	0 0	0 0	0 0	0 0
		901,051	0	Ű	U	U
	Community Redevelopment Brownsville					
	Property Acquisition - Frontera Circle Pace Boulevard Lighting	175,000 25,000	0 0	0 0	0 0	0 0
	Community Redevelopment Warrington					
151	Navy Boulevard Improvements	50,000	0	0	0	0
	Community Redevelopment Barrancas					
151	Lexington Terrace Park Improvements	100,000	0	0	0	0
	Total Community Redevelopment Fund	350,000	0	0	0	0
FUND:	MASTER DRAINAGE BASINS Engineering					
181	Drainage Projects	38,765	0	0	0	0
	Total Master Drainage Basins	38,765	0	0	0	0
	LOCAL OPTION SALES TAX III Public Facilities & Projects					
	District IV Project	0	0	0	0	880,000
	Libraries/Community Center Maintenance Shop/Storage - Main Jail	0 0	0 0	0 0	0 0	875,000 125,000
	Old Molino School	0	125,000	0	0	0
	Wedgewood School Voting Machine Replacements - Supervisor of Elections	260,000 3,533,483	0 0	0 180,620	0 85,000	0
	4-H Barn/Pig Farm	0,000,100	250,000	0	00,000	0
	Englewood <sup>/</sup> Boys & Girls Club Stefanie Road Building Expansion/4H	0 1,350,000	150,000 0	0 0	0 0	0
352	Judicial Capital Improvements	1,350,000	0	0	0	0
	Build out Judges Chambers on 5th Floor		2,000,000	0	0	0
502	Neighborhood & Environmental Services (NESD)	0	_,	v	č	5
352	Beachhaven Drainage Project	0	0	0	215,000	0
352	Canoe Creek Erosion Control	16,833	0	0	0	0
352	Chronic Homeless Transition/Transitional Housing for the Homeless	0	500,000	0	0	0

	Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
352 Environmentally S 352 Navy Boulevard F		0 83,167 790,000	0 100,000 982,000	0 100,000 10,000	0 100,000 0	228,000 100,000 0
352 Palafox Commerce Parks and Recre		0	0	190,000	0	0
		0	300,000	1,700,000		0
352 Land Acquisition 352 McDavid Commu		200,000	200,000	200,000	200,000 0	200,000 0
352 Park Developmer		736,899	0 1,510,702	0 1,110,702	0 1,110,702	1,110,702
352 Park Maintenance 352 Park Mowing	Equipment	68,182 0	68,182 0	68,182 0	68,182 0	68,182 0
	r Sound System Improvement	0	0	0	0	0
Fire Services						
352 Fire Station Kings		0	0	0	0	0
352 Fire Station in Be 352 Vehicle/Apparatu		0 250,000	0 998,659	1,904,380 998,659	0 998,659	0 998,659
Public Safety						
352 3/4 Ton Cab/Cha	ssis and/or 4WD P/U	50,370	51,880	53,385	54,933	55,000
352 Ambulances		680,000	700,000	720,000	925,000	950,000
352 Defibrillators 352 Handheld Pulse (	)X/Cap Machines	0	0 40,000	960,000 0	0 0	0
352 Laptop Computer		31,200	32,400	44,800	34,800	35,000
352 Mobile Radios		38,400 0	39,200 0	40,000	52,000	55,000
352 Portable Suctions 352 Stairchairs		0	0	0 30,000	27,000 0	0 0
352 Stretchers		0	0	150,000	0	0
352 Animal Transport 352 Audio Visual Equi		15,347 100,000	15,807 0	16,281 0	16,770 0	17,000 0
352 Portable Generati		0	0	22,000	22,000	0
	icle 4x4 (Pre/Post Disaster) eplacement for Command Vehicle	0	38,000 0	135,000 300,000	62,000 0	0
Transportation				,		
352 Beulah Road Imp	rovements/Beltway	0	0	0	0	700,000
352 Bobe Street Side 352 Bridge Renovatio		0 3,016,666	0 1,516,666	300,000 1,263,170	0 1,270,162	0 1,016,666
352 Burgess Road Sid	lewalks	0	0	0	350,000	0
352 Congestion Impro	vements	0	1,808,532	737,000	1,018,000	1,018,000
352 Dirt Road Paving 352 E Street (Leonard	to Cervantes)	2,100,000 0	2,300,000 0	2,500,000 0	2,500,000 400,000	3,000,000 0
352 East/West Longle		157,064	0	8,000,000	8,190,000	0
352 Drainage	ing (Box) and Drainage	0	0	0 0	3,000,000 0	0 0
352 I-10 Interchange/		0	0	0	0	0
352 ITS Application (E	Box)	0	0	0	0	1,462,936
352 JPA/Design Box 352 Kingsfield Extens	on	0 5,520,000	0 0	0	0	300,154 0
352 Live Oak/Sunset	Avenue Sidewalk Project to Navy Point Bridge	300,000	0	0	0	0
352 Neighborhood En 352 Olive Road	hancements	0 5,900,000	1,400,000 0	700,000 0	700,000 0	2,800,000 0
352 Clive Road 352 Resurfacing		5,900,000		1,750,000	1,732,689	1,584,622
352 Resultacing		1,228,674	3,452,804			
352 Sidewalks		1,228,674 500,000	3,452,804 500,000	500,000	500,000	900,000
352 Sidewalks 352 Sidewalks Distric	1	500,000 100,000	500,000 100,000	500,000 100,000	100,000	100,000
<ul> <li>352 Resultating</li> <li>352 Sidewalks</li> <li>352 Sidewalks Distric</li> <li>352 Traffic Calming</li> <li>352 West Roberts Ro</li> </ul>		500,000	500,000	500,000		
352 Sidewalks 352 Sidewalks Distric 352 Traffic Calming 352 West Roberts Ro Drainage		500,000 100,000 0 250,000	500,000 100,000 0	500,000 100,000 0	100,000 200,000	100,000 0
<ul> <li>352 Sidewalks</li> <li>352 Sidewalks District</li> <li>352 Traffic Calming</li> <li>352 West Roberts Ro</li> <li>Drainage</li> <li>352 Avery Street Drai</li> </ul>	ad (Lane Widening)	500,000 100,000 0 250,000	500,000 100,000 0 0	500,000 100,000 0 0 1,000,000	100,000 200,000 0	100,000 0 0
<ul> <li>352 Sidewalks</li> <li>352 Sidewalks District</li> <li>352 Traffic Calming</li> <li>352 West Roberts Ro</li> <li>Drainage</li> <li>352 Avery Street Drait</li> <li>352 Beach Haven</li> </ul>	ad (Lane Widening) nage	500,000 100,000 0 250,000	500,000 100,000 0 0	500,000 100,000 0 0	100,000 200,000 0	100,000 0 0
352 Sidewalks 352 Sidewalks Distric 352 Traffic Calming 352 West Roberts Ro Drainage 352 Avery Street Drai 352 Beach Haven 352 Coral Creek Subo 352 Cove Avenue/Bar	ad (Lane Widening) nage livision Drainage	500,000 100,000 250,000 	500,000 100,000 0 0 0 785,000 1,328,000	500,000 100,000 0 0 1,000,000 1,700,000 0 0	100,000 200,000 0 0 0 0 0 0 0 0	100,000 0 0 0 0 0 0 0 0 0 0 0
352 Sidewalks 352 Sidewalks Distric 352 Traffic Calming 352 West Roberts Ro Drainage 352 Avery Street Drai 352 Beach Haven 352 Coral Creek Subd 352 Cove Avenue/Bar 352 Crescent Lake	ad (Lane Widening) nage livision Drainage mel Drainage	500,000 100,000 250,000 	500,000 100,000 0 0 785,000 1,328,000 0	500,000 100,000 0 1,000,000 1,700,000 0 0 0	100,000 200,000 0 0 0 0 0 0 4,000,000	100,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0
352 Sidewalks 352 Sidewalks Distric 352 Traffic Calming 352 West Roberts Ro Drainage 352 Avery Street Drai 352 Beach Haven 352 Coral Creek Subd 352 Cove Avenue/Bar 352 Crescent Lake 352 Drainage Basin S	ad (Lane Widening) nage livision Drainage mel Drainage tudies	500,000 100,000 250,000 0 0 0 0 450,000	500,000 100,000 0 0 0 785,000 1,328,000 0 0	500,000 100,000 0 0 1,000,000 1,700,000 0 0 0 0 0 0	100,000 200,000 0 0 0 4,000,000 0	100,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0
352 Sidewalks 352 Sidewalks Distric 352 Traffic Calming 352 West Roberts Ro Drainage 352 Avery Street Drai 352 Beach Haven 352 Coral Creek Subo 352 Drainage Basin S 352 Eleven Mile Cree 352 Englewood Drain	ad (Lane Widening) nage livision Drainage mel Drainage tudies < Restoration age/Neighborhood Improvements	500,000 100,000 0 250,000 0 0 0 450,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	500,000 100,000 0 0 0 785,000 1,328,000 0 0 0 0 0 0 0 0 0	500,000 100,000 0 1,000,000 1,700,000 0 0 0 1,000,000 1,000,000	100,000 200,000 0 0 0 0 0 4,000,000 0 0 0 0 0 0 0	100,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
352 Sidewalks 352 Sidewalks Distric 352 Traffic Calming 352 West Roberts Ro Drainage 352 Avery Street Drai 352 Beach Haven 352 Coral Creek Subo 352 Coral Creek Subo 353 Coral Creek Subo 354 Coral Creek Subo 355 Coral Creek Subo 355 Coral Creek Subo 356 Coral Creek Subo 357 Coral Creek Subo 358 Coral Creek Subo 359 Coral Creek Subo 350 Coral Creek Subo 350 Coral Creek Subo 350 Coral Creek Subo 351 Creek Subo 352 Coral Creek Subo 352 Coral Creek Subo 352 Coral Creek Subo 355 Coral Creek Subo 355 Coral Creek Subo 356 Coral Creek Subo 357 Coral Creek Subo 358 Coral Creek Subo 359 Coral Creek Subo 350 Coral Creek Subo 350 Coral Creek Subo 350 Coral Creek Subo 350 Coral Creek Subo 352 Coral Creek Subo 352 Coral Creek Subo 355 Coral Creek Subo 355 Coral Creek Subo 355 Coral Creek Subo 355 Coral Creek Subo 356 Coral Creek Subo 357 Coral Creek Subo 358 Coral Creek Subo 358 Coral Creek Subo 359 Coral Creek Subo 350 Coral Creek Su	ad (Lane Widening) nage livision Drainage mel Drainage tudies < Restoration age/Neighborhood Improvements age/Neighborhood Improvements	500,000 100,000 0 250,000 0 0 0 450,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	500,000 100,000 0 0 785,000 1,328,000 0 0 0 0 0 0 0 0 0 0 0 0 0	500,000 100,000 0 1,000,000 1,700,000 0 0 0,000 1,000,000 1,000,000	100,000 200,000 0 0 0 4,000,000 0 0 600,000	100,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
352 Sidewalks 352 Sidewalks Distric 352 Traffic Calming 352 West Roberts Ro Drainage 352 Avery Street Drai 352 Beach Haven 352 Coral Creek Subo 352 Core Avenue/Bar 352 Crescent Lake 352 Drainage Basin S 352 Eleven Mile Cree	ad (Lane Widening) hage livision Drainage mel Drainage tudies k Restoration age/Neighborhood Improvements e Project 4 & 5	500,000 100,000 0 250,000 0 0 0 450,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	500,000 100,000 0 0 0 785,000 1,328,000 0 0 0 0 0 0 0 0 0	500,000 100,000 0 1,000,000 1,700,000 0 0 0 1,000,000 1,000,000	100,000 200,000 0 0 0 0 0 4,000,000 0 0 0 0 0 0 0	100,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

	Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
	Highway 297 Drainage	0	0	0	0	1,772,000
	Jackson Street, Elysian Drainage Improvements L Street Pond Expansion	0	1,500,000 600,000	0 0	0 0	0
	Myrtle Grove Jackson	0	000,000		1,350,000	0
	Rebel Road	0	0	0	0	2,000,000
352	Water Quality/Flood Control	0	0	0	0	190,000
	Sheriff					
	Sheriff Facilities	0	0	0	0	7,561,796
	Sheriff P25 Radios Vehicle Replacement	240,000 2,941,818	240,000 2,941,818	240,000 2,941,818	240,000 2,941,818	0 3,181,818
	Total Local Option Sales Tax III Fund	30,908,103	32,449,650	33,065,997	33,064,715	31,405,535
UND:	SOLID WASTE FUND Administration Division					
	Desktop PC's (2)	2,800	0	0	0	0
	eCivis Software Licensing Laptop Computers (5)	5,000 7,000	0	0 0	0	0 0
	Printers (2)	3,500	0	0	0	0
	Engineering & Environmental Quality Division					
	Extended Cab 4x4 Pickup Truck	30,000	0	0	0	0
	Desktop PC (1)	1,200	0	0	0 0	0
	Desktop PC (2) (SX280 & Optiplex) Laptop Computer (1)	2,800 2,000	0 0	0	0	0 0
	Recycling Division					
401	Recycling Containers (7)	25,000	0	0	0	0
	Roll-Off Truck	175,000	0	0	0	0
401	4WD Utility Vehicle	30,000	0	0	0	0
	Palafox Transfer Station					
	Resurface Tipping Floor Install Irrigation System	125,000 15,000	0 0	0 0	0 0	0 0
	Operations Division					
401	Bulldozer (60,000lb.)	300,000	0	0	0	0
	Desktop PC (Optiplex)	1,400	0 0	0	Ő	0
401	Dump Truck (25 Ton 6x6 Articulated)	400,000	0	0	0	0
	Hydraulic Excavator (80,000lb.)	400,000	0	0	0	0
	Laptop Computer (1) Printer	1,400 2,000	0 0	0	0 0	0
	Tip Loader (4 yd High)	275,000	0	0	0	0
	Water Truck Conversion	100,000	0	0	0	0
	Projects Division					
	Landfill Mining - Section 5 Leachate Pipeline to International Paper	0 1,300,000	200,000 0	8,831,000 0	200,000 0	5,921,000 0
	Total Solid Waste Fund	3,204,100	200,000	8,831,000	200,000	5,921,000
UND:	BUILDING INSPECTIONS FUND Administration Division					
406	Replacement Laptops (5)	10,000	0	0	0	0
	Total Building Inspections Fund	10,000	0	0	0	0
UND:	EMERGENCY MANAGEMENT SERVICES EMS Billing Business Ops					
408	Copier/Scanner	7,000	0	0	0	0
	Total Emergency Management Services Fund	7,000	0	0	0	0

Description	Adopted Total 2012/13	2013/14	2014/15	2015/16	2016/17
409 Building Exterior Doors	0	75,000	0	0	0
409 Credit Card Machines	20,000	0	0	0	0
409 Event Cabling Package	0	0	0	0	100,000
409 Exterior Lighting Fixtures Building Mounted	0	25,000	0	0	0
409 Hot Water Heaters (6)	0	0	0	50,000	0
409 HVAC Split Systems (4)	0	0	0	50,000	0
409 Ice Machines (10)	0	0	50,000	0	0
409 Irrigation System	0	0	50,000	0	0
409 Landscaping	30,000	0	0	0	0
409 New Zamboni	0	0	0	100,000	0
409 Plumbing Renovation (Visitors Locker Room)	0	0	100,000	0	0
409 Production Van (10 passenger)	0	50,000	0	0	0
409 Retractable Seating Replacement	0	0	0	0	100,000
409 Rebuild Munters Dehumidifiers (3)	120,000	0	0	0	0
409 Sound System	0	50,000	0	0	0
409 Tables and Chairs	30,000	0	0	0	0
Total Civic Center Fund	200,000	200,000	200,000	200,000	200,000
FUND: INTERNAL SERVICE FUND					
501 Wellness Equipment	10,000	0	0	0	0
Total Civic Center Fund	10,000	0	0	0	0
GRAND TOTAL:	36,678,923	32,912,150	42,096,997	33,464,715	38,466,535

## FORECAST

Description	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	FY 2016/2017
Countywide Property Tax Base	13,425,794	13,560,052	13,695,652	13,832,609	13,970,935
Unincorporated Property Tax Base	9,403,344	9,497,377	9,592,351	9,688,275	9,785,157
Historical % Increase in Ad Valorem	-0.31%	0.99%	0.99%	0.99%	0.99%
Countywide Millage Rate	6.9755	6.9755	6.9755	6.9755	6.9755
Law Enforcement Millage Rate	0.685	0.685	0.685	0.685	0.685

LOST III Planning					
Revenue and Project Projections					
• •					
	Budget	Budget	Budget	Budget	Budget
	2013	2014	2015	2016	2017
Revenue	\$33,970,929.00	\$34,480,493.00	\$34,997,700.00	\$35,522,666.00	\$36,055,506.00
LAP Grant/10 Mile & Brosnaham					
LAP Grant/Crabtree Church & Sunshine Hill Rd					
Pinestead/Longleaf TIP Grant					
Bayou Chico/Jones Swamp Grant					
Maplewood Grant					
FDOT Funds					
FEMA/DCA Reimbursements					
Miscellaneous Grants					
Equestrian Revenues	150,000.00				
Interest	,				
Insurance Proceeds					
Sale of Equipment/Land					
ECUA Contributions					
Prior Year Refund/PJC					
Reimbursements					
UWF Campus Agreement					
Miscellaneous Revenues					
Stimulus Money					
Transfers from Fund 350					
Loan Proceeds					
Less: 5% Anticipated Receipts	(1,706,046.00)	(1,724,025.00)	(1,749,885.00)	(1,776,133.00)	(1,802,775.00)
Total Revenue	\$32,414,883.00	\$32,756,468.00	\$33,247,815.00	\$33,746,533.00	\$34,252,731.00
Expenses:					
Public Safety	915,317.00	917,287.00	2,471,466.00	1,194,503.00	1,112,000.00
Public Facilities	5,143,483.00	525,000.00	180,620.00	85,000.00	1,880,000.00
Judicial	0.00	2,000,000.00	0.00	0.00	0.00
NESD	890,000.00	1,582,000.00	300,000.00	315,000.00	328,000.00
Parks	1,703,201.55	2,260,701.55	3,260,701.55	2,060,701.55	1,560,701.55
Fire Services	998,658.73	998,658.73	2,903,038.73	998,658.73	998,658.73
Sheriff	3,181,818.18	3,181,818.18	3,181,818.18	3,181,818.18	10,743,614.18
Transportation	19,072,404.00	11,078,002.00	15,850,170.00	19,960,851.00	12,882,378.00
Drainage	450,000.00	10,213,000.00	5,100,000.00	5,950,000.00	3,962,000.00
Total Expenses	\$32,354,882.45	\$32,756,467.45	\$33,247,814.45	\$33,746,532.45	\$33,467,352.45

	Escambia County Local Option Sales Tax III					
	Public Facilities/Community Services					
	110267					
		Budget	Budget	Budget	Budget	Budget
#	Project	2013	2014	2015	2016	2017
	As Yet Unnamed Project/ District IV					880,000.00
	Libraries/Community Center	0.00	0.00		0.00	875,000.00
	Maintenance Shop/Storage - Main Jail		0.00			125,000.00
08PF0045	Old Molino School		125,000			
09PF0023	Wedgewood School	260,000.00				
08PF0028	Replacement of voting machines	3,533,483.00		180,620.00	85,000.00	
12PF1675	Stephanie Road Building Expansion/4H	1,350,000.00				
	4-H Barn/Pig Farm		250,000.00			
12PF1973	Englewood/Boys & Girls Club		150,000.00			
	Total	\$5,143,483.00	\$525,000.00	\$180,620.00	\$85,000.00	\$1,880,000.00

	Escambia County Local Option Sales Tax III					
	Parks & Recreation					
	210802/220802					
		Budget	Budget	Budget	Budget	Budget
#	Project	2013	2014	2015	2016	2017
			000.000.00	4 700 000 00		
	Bayou Grande Park Development & Maintenance		300,000.00	1,700,000.00		
08PR0025	Brosnaham Soccer Center Development & Maintenance	90,909.09	90,909.09	90,909.09	90,909.09	90,909.09
08PR0031	Equestrian Center Development & Maintenance <sup>1</sup> - 350231	233,409.09	90,909.09	90,909.09	590,909.09	90,909.09
12PR1688	Land Acquisition	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
08PR0058	Park Development	1,110,701.55	1,510,701.55	1,110,701.55	1,110,701.55	1,110,701.55
08PR0068	Park Maintenance Equipment	68,181.82	68,181.82	68,181.82	68,181.82	68,181.82
	Total	\$1,703,201.55	\$2,260,701.55	\$3,260,701.55	\$2,060,701.55	\$1,560,701.55

	Escambia County Local Option Sales Tax III					
	Natural Resources/Community Redevelopment					
	220102					
		Budget	Budget	Budget	Budget	Budget
#	Project	2013	2014	2015	2016	2017
	Beachhaven Drainage Project				215,000.00	
09NE0018	Creek and Stream Restoration	16,832.50				
	Chronic Homeless Transition/ Transitional Housing for the					
	Homeless		500,000.00			
	CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy.,					
10NE0018	Englewood	0.00	0.00			228,000.00
	Environmentally Sensitive Lands Acquisition and Mitigation					
08NE0028	Bank	83,167.50	100,000.00	100,000.00	100,000.00	100,000.00
12NE1992	Navy Boulevard Project	790,000.00	982,000.00	10,000.00		
	Palafox Commerce Park Infrastructure		0.00	190,000.00		
		\$890,000.00	\$1,582,000.00	\$300,000.00	\$315,000.00	\$328,000.00

	Escambia County Local Option Sales Tax III					
	Court System					
	410149					
		Budget	Budget	Budget	Budget	Budget
#	Project	2013	2014	2015	2016	2017
	Build out Circuit Courtroom 4th Floor	\$0.00				
	Build out Judges Chambers on 5th Floor		2,000,000.00			
	Elevator Modernization for Judicial Bldg.	0.00				
12JS1882	Judicial Center Improvements					
08JS0012	Security System-Judicial Center/Juvenile					
	Total	\$0.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00

Fire Services					
330228					
	Budget	Budget	Budget	Budget	Budget
Project	2013	2014	2015	2016	2017
Debt Service/330229	748,658.00	748,658.00	748,658.00	600,000.00	610,805.00
Fire Station in Beulah			1,904,380.00		
Fire Station Kingsfield & 29	\$0.00		\$0.00		
/ehicle/Apparatus Replacement	250,000.73	250,000.73	250,000.73	398,658.73	387,853.73
Fotal	\$998,658.73	\$998,658.73	\$2,903,038.73	\$998,658.73	\$998,658.73
	Project The bt Service/330229 The Station in Beulah The Station Kingsfield & 29 Ehicle/Apparatus Replacement	BudgetProject2013Project2013Pebt Service/330229748,658.00ire Station in Beulahire Station Kingsfield & 29station Kingsfield & 29\$0.00ehicle/Apparatus Replacement250,000.73	BudgetBudgetProject201320132014Project2013Project748,658.00Project748,658.00Project748,658.00Project80.00Project\$0.00Project250,000.73Project250,000.73	Budget         Budget         Budget         Budget           Project         2013         2014         2015           Pebt Service/330229         748,658.00         748,658.00         748,658.00           ire Station in Beulah         1,904,380.00         1,904,380.00           ehicle/Apparatus Replacement         250,000.73         250,000.73         250,000.73	Budget         Budget<

	Escambia County Local Option Sales Tax III					
	Public Safety					
	330435					
		Budget	Budget	Budget	Budget	Budget
#	Project	2013	2014	2015	2016	2017
08PS0018	3/4 Ton Cab/Chassis and/or 4WD P/U	\$50,370.00	\$51,880.00	\$53,385.00	\$54,933.00	\$55,000.00
08PS0028	Ambulances	680,000.00	700,000.00	720,000.00	925,000.00	950,000.00
	Defibrillators	,	,	960,000.00	,	,
	Handheld Pulse OX/Cap Machines		40,000.00	,		
	Laptop Computers	31,200.00	32,400.00	44,800.00	34,800.00	35,000.00
	Mobile Radios	38,400.00	39,200.00	40,000.00	52,000.00	55,000.00
	Portable Suctions				27,000.00	
	Stairchairs			30,000.00		
	Stretchers			150,000.00		
08PS0048	Animal Transport Unit	15,347.00	15,807.00	16,281.00	16,770.00	17,000.00
10PS0058	Audio Visual Equipment Replacement	100,000.00				
08PS0108	Portable Generator Replacement			22,000.00	22,000.00	
08PS0078	Public Safety Vehicle 4x4 (Pre/Post Disaster)		38,000.00	135,000.00	62,000.00	
08PS0128	Tractor/Chassis Replacement for Command Vehicle			300,000.00		
		\$915,317.00	\$917,287.00	\$2,471,466.00	\$1,194,503.00	\$1,112,000.00

	Escambia County Local Option Sales Tax	III				
	Sheriff					
	540115					
		Budget	Budget	Budget	Budget	Budget
#	Project	2013	2014	2015	2016	2017
06SH0028/07SH0019	Sheriff Facilities		0.00			7,561,796.00
	Sheriff's P25 Radios	240,000.00	240,000.00	240,000.00	240,000.00	
08SH0018	Vehicle Replacement	2,941,818.18	2,941,818.18	2,941,818.18	2,941,818.18	3,181,818.18
	Total	\$3,181,818.18	\$3,181,818.18	\$3,181,818.18	\$3,181,818.18	\$10,743,614.18

	Escambia County Local Option Sales Ta					
	Transportation and Drainage 210107					
	210107					
		Budget	Budget	Budget	Budget	Budget
#	Project	2013	2014	2015	2016	2017
	Transportation					
08EN0021	Beulah Road Improvements/Beltway					700,000.00
12EN2003	Bobe Street Sidewalks			300,000.00		· · · · · ·
	Bridge Renovations	3,016,666.00	1,516,666.00	1,263,170.00	1,270,162.00	1,016,666.00
	Burgess Road Sidewalks				350,000.00	
	Congestion Improvements	0.00	1,808,532.00	737,000.00	1,018,000.00	1,018,000.00
08EN0068	Dirt Road Paving	2,100,000.00	2,300,000.00	2,500,000.00	2,500,000.00	3,000,000.00
	E Street (Leonard to Cervantes)				400,000.00	
08EN0078	East/West Longleaf Drive	157,064.00		8,000,000.00	8,190,000.00	
08EN0105	Drainage				3,000,000.00	
11EN1028	ITS Application (Box)					1,462,936.00
10EN0068	JPA/Design Box	0.00				300,154.00
08EN0132	to Navy Point Bridge	300,000.00				,
12EN1738	Neighborhood Enhancements	0.00	1,400,000.00	700,000.00	700,000.00	2,800,000.00
10EN0363	Olive Road	5,900,000.00	1,400,000.00	100,000.00	100,000.00	2,000,000.00
08EN0208	Resurfacing	1,228,674.00	3,452,804.00	1,750,000.00	1 722 690 00	1 594 622 00
08EN0208					1,732,689.00	1,584,622.00
	Sidewalks	500,000.00	500,000.00	500,000.00	500,000.00	900,000.00
08EN0211	Sidewalks District I	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
08EN0268	Traffic Calming				200,000.00	
11EN0905	West Roberts Road (Lane Widening)	250,000.00				
11EN1405	Kingsfield Extension	5,520,000.00				
	Total Transportation	\$19,072,404.00	\$11,078,002.00	\$15,850,170.00	\$19,960,851.00	\$12,882,378.00
	Drainage					
10EN0433	Avery Street Drainage			1,000,000.00		
08EN0272	Beach Haven			1,700,000.00		
08EN0301	Coral Creek Subdivision Drainage	0.00	785,000.00			
	Cove Avenue/Barmel Drainage		1,328,000.00			0.00
	Crescent Lake				4,000,000.00	
	Drainage Basin Studies	450,000.00	0.00	0.00	0.00	0.00
	Eleven Mile Creek Restoration			1,000,000.00		0.00
	Improvements			1,000,000.00		
08EN0524	Fairchild Drainage Project			100,000.00	600,000.00	
08EN0324	Ferry Pass Zone 4 & 5			120,000.00		
08EN0334	Ferry Pass, Zone 2 Drainage Project			180,000.00		
12EN1742	Gulf Beach Highway		6,000,000.00			
	Highway 297 Drainage					1,772,000.00
	Jackson Street, Elysian Drainage					
	Improvements		1,500,000.00			
00510570	L Street Pond Expansion		600,000.00		4 050 000 00	
09EN0572	Myrtle Grove Jackson	0.00			1,350,000.00	0.00
	Rebel Road Water Quality/Flood Control	0.00	0.00	0.00	0.00	2,000,000.00
	water Quality/FI000 Control	0.00	0.00	0.00	0.00	190,000.00
	Total Drainage	\$450,000.00	\$10,213,000.00	\$5,100,000.00	\$5,950,000.00	\$3,962,000.00

Parks & Recreation LOS Analysis Report w/ Recreational Service District & Park Location Map Parks / Open Space LOS Analysis Michael Rhodes, Department Director Parks & Recreation

The current LOS standard for recreation and open space, as identified in the Escambia County Parks and Recreation Comprehensive Master Plan and in Comprehensive Plan Policy REC 1.3.6, is listed as follows:

Barrier Island RSD 1 acre/1000 people within the Recreation Service District.

Urban RSD 1 acre/1000 people within the Recreation Service District.

Suburban RSD 1 acre/1000 people within the Recreation Service District.

Rural RSD 1 acre/1000 people within the Recreation Service District.

When reviewing the current park inventory, Escambia County meets and or exceeds the adopted LOS for parks and recreation.

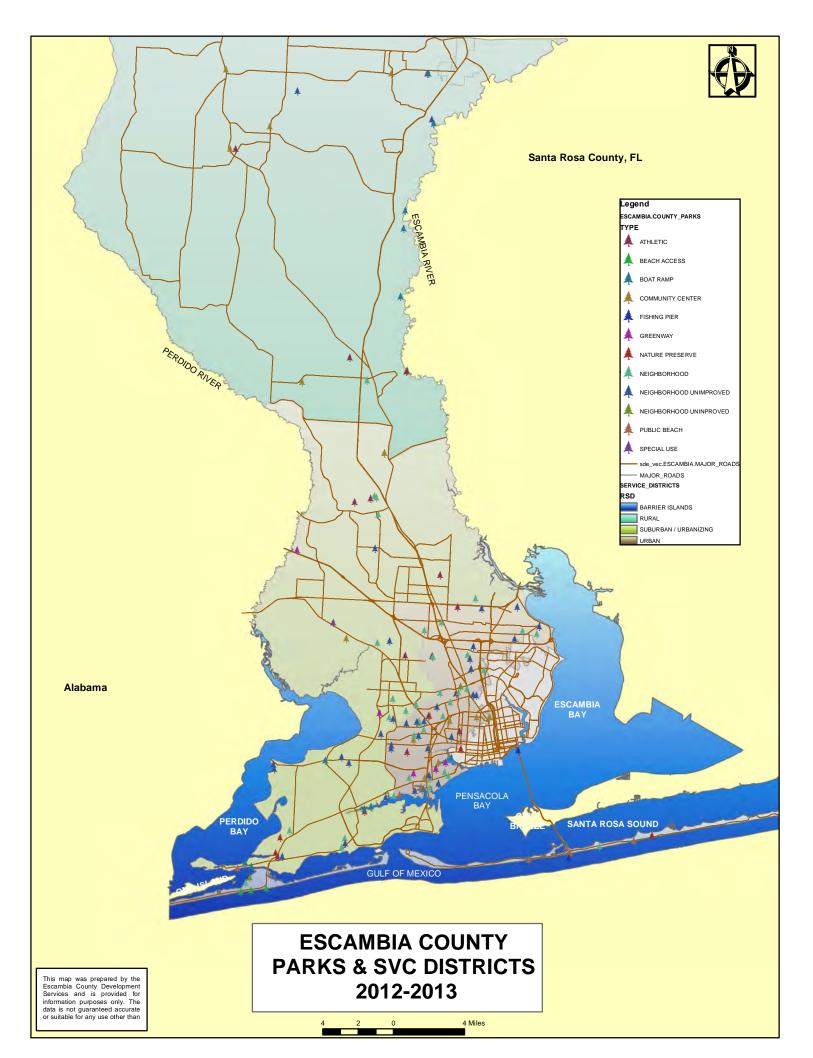
Recreation Service District	Park Classification	Acreage	Number of Locations
Barrier Island	Neighborhood	5.98	7
	Community Centers	0	0
	Regional	918	8
	Undeveloped	0	0
	TOTAL	923.98	15
Urban	Neighborhood	84.85	44
	Community Centers	16	5
	Regional	251.7	17
	Undeveloped	385	1
	TOTAL	737.55	67
Suburban	Neighborhood	99.38	24
	Community Centers	7	2
	Regional	762.65	19
	Undeveloped	7	2
	TOTAL	876.03	46
Recreation Service District	Park Classification	Acreage	Number of Locations
Rural	Neighborhood	9	4
	Community Centers	12	5
	Regional	291	12
	Undeveloped	0	0
	TOTAL	312	21

Escambia County has identified revised standards to include park categories, special use parks and amenities for the development of future and existing park inventory. The newly proposed LOS Standards for Parks and Recreational Facilities by Population are identified in the Escambia County 2007 EAR, Table 4.10.

The justification for including park development funding in the Capital Improvement Program is for the addition of park amenities, such as, playground structures, park shelters, sports fields and courts, open play spaces and nature trails.

Although the County has successfully maintained its adopted LOS standards for recreation and open space, these standards do not address the type of recreation or open space within each RSD, or any amenities provided on those properties. Therefore, additional LOS standards are needed.

NAME	TYPE	RSD	CATEGORY
HERITAGE LAKES NORTH	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
INNERARITY BEACH	PUBLIC BEACH	SUBURBAN / URBANIZING	NEIGHBORHOOD
INNERARLIT BEACH SPANISH TRAIL VILLA WILDLIFE SANCTUARY OF NW FLORIDA	NEIGHBORHOOD UNIMPROVED NATURE PRESERVE	URBAN URBAN	NEIGHBORHOOD NEIGHBORHOOD COMMUNITY
WILDLIFE SANCTUARY OF NW FLORIDA AVIATION FIELD BAARS FIELD ATHLETIC PARK	NATURE PRESERVE NEIGHBORHOOD ATHLETIC	URBAN URBAN SUBURBAN / URBANIZING	NEIGHBORHOOD COMMUNITY
BAARS FIELD ATHLETIC PARK BELLVIEW ATHLETIC PARK HARVEY C BRADBERRY - EARNEST WARD MEMORIAL PARK	ATHLETIC ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
BRENT ATHLETIC PARK	ATHLETIC	RURAL	REGIONAL
SANTA MARIA PLAZA		URBAN	REGIONAL
DON SUTTON PARK	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
	ATHLETIC	RURAL	REGIONAL
JOHN R JONES JR ATHLETIC PARK	ATHLETIC	URBAN	REGIONAL
LEWIS POWELL PARK		URBAN	COMMUNITY
MAYFAIR COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
MYRTLE GROVE ATHLETIC PARK	ATHLETIC	URBAN	REGIONAL
RAYMOND RIDDLES PARK	ATHLETIC	URBAN	COMMUNITY
CANTONMENT YOUTH ATHLETIC PARK	ATHLETIC	SUBURBAN / URBANIZING	REGIONAL
BOGIA	BOAT RAMP	RURAL	COMMUNITY
MYSTIC SPRINGS BOAT RAMP	BOAT RAMP		COMMUNITY
CORONADA BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	NEIGHBORHOOD
COTTON LAKE	BOAT RAMP	RURAL	COMMUNITY
GALVEZ BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	REGIONAL
HERON BAYOU BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	COMMUNITY
MOLINO FAIRGROUNDS PARK BOAT RAMP	BOAT RAMP	RURAL	COMMUNITY
NAVY POINT BOAT RAMP	BOAT RAMP	URBAN	REGIONAL
PENSACOLA SHIPYARD BOAT RAMP	BOAT RAMP	URBAN	REGIONAL
FELIX MIGA COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
FORTE ESTATES PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
SRIA - FORT PICKENS GATE BOAT RAMP	BOAT RAMP	BARRIER ISLANDS	REGIONAL
BEULAH PARK & COMMUNITY CENTER	COMMUNITY CENTER	SUBURBAN / URBANIZING	COMMUNITY
BLUFF SPRINGS	NEIGHBORHOOD UNIMPROVED	RURAL	
BYRNEVILLE PARK & COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
DAVISVILLE COMMUNITY CENTER	COMMUNITY CENTER		COMMUNITY
DORRIE MILLER PARK & COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
ENGLEWOOD PARK & COMMUNITY CENTER	COMMUNITY CENTER		COMMUNITY
AVONDALE PARK	COMMUNITY CENTER	SUBURBAN / URBANIZING	COMMUNITY
	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
R L KING PARK BRENTWOOD PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING URBAN	NEIGHBORHOOD NEIGHBORHOOD
BRISTOL PARK CARRIAGE HILLS/CHARBAR PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
CARVER PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
	NEIGHBORHOOD	SUBURBAN / URBANIZING	COMMUNITY
CHIMES WAY PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
CORRY PARK I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
MAX DICKSON PARK DIEGO CIRCLE	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
HARVESTER HOMES PARK I	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
HARVESTER HOMES PARK II	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
LEXINGTON TERRACE PARK	COMMUNITY CENTER	URBAN	REGIONAL
JAUNITA WILLIAMS PARK	COMMUNITY CENTER	URBAN	COMMUNITY
LAKEWOOD PARK	GREENWAY	URBAN	NEIGHBORHOOD
LINCOLN PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
MEADOWBROOK PARK I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
MOLINO FAIRGROUNDS PARK	NATURE PRESERVE	RURAL	COMMUNITY
NAVY POINT WATERFRONT PARK	PUBLIC BEACH	URBAN	REGIONAL
O'CONNOR - COLLING COMMUNITY PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	COMMUNITY
OAKCREST PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
OAKFIELD ACRES I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
OLD ENSLEY SCHOOL PARK OSCEOLA PARK I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD NEIGHBORHOOD
REGENCY PARK	NEIGHBORHOOD	URBAN	COMMUNITY
SHADY TERRACE PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
SHELL ROAD PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
GENE PICKERILL PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
ST AUGUSTINE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
TANGEN HEIGHTS PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
ASHTON BROSNAHAM PARK	NEIGHBORHOOD	URBAN SUBURBAN / URBANIZING	NEIGHBORHOOD REGIONAL
HELLEN CARO ELEMENTARY SCHOOL	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
LAKE STONE CAMPGROUND	SPECIAL USE	RURAL	REGIONAL
PENSACOLA FISHING PIER	NATURE PRESERVE	BARRIER ISLANDS	REGIONAL
	FISHING PIER	URBAN	REGIONAL
PERDIDO KEY (SANDY KEY)	BEACH ACCESS	BARRIER ISLANDS	REGIONAL
PERDIDO KEY 1 (GULFSIDE)	BEACH ACCESS	BARRIER ISLANDS	REGIONAL
PERDIDO KEY 2 (RIVER ROAD)	BEACH ACCESS	BARRIER ISLANDS	
MARIE ELLA DAVIS PARK & COMMUNITY CENTER OAK GROVE PARK & COMMUNITY CENTER AFRO VISTA PARK	COMMUNITY CENTER COMMUNITY CENTER	URBAN RURAL	COMMUNITY COMMUNITY
WEDGEWOOD PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
	NEIGHBORHOOD	URBAN	COMMUNITY
SRIA - CROWLEY PARK	NEIGHBORHOOD	BARRIER ISLANDS	NEIGHBORHOOD
WOODLANDS PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
CIVITAN PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
TWIN LAKES ESTATES PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
RAINES TERRACE	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
RIVER GARDENS	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BARRINGTON COURT	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
MAYFAIR PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
OAKFIELD ACRES II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BEGGS LANE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
CORRY PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
GONZALEZ PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
SOUTH FAIRFIELD PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
NAME	TYPE	RSD	CATEGORY
BRENDA LANE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	COMMUNITY
GARCON BAYOU NATURE PARK	NATURE PRESERVE	SUBURBAN / URBANIZING	COMMUNITY
SERENITY PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
RIVER ROAD PARK	NEIGHBORHOOD	BARRIER ISLANDS	NEIGHBORHOOD
OSCEOLA PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
MEADOWBROOK PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
OSCEOLA PARK III	NEIGHBORHOOD UNIMPROVED		NEIGHBORHOOD
OAK PARK STAR LAKE	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD NEIGHBORHOOD
PINE VALLEY	NEIGHBORHOOD UNIMPROVED	RURAL SUBURBAN / URBANIZING	NEIGHBORHOOD
BARRINEAU PARK & COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
BILL DICKSON PARK	NATURE PRESERVE	SUBURBAN / URBANIZING	REGIONAL
NAVY POINT TRIANGLE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
WALNUT HILL COMMUNITY CENTER	COMMUNITY CENTER	RURAL	
PERDIDO RIVER WALK	GREENWAY	SUBURBAN / URBANIZING	REGIONAL
EMERALD SHORES PARKS	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	
LAKE STONE BOAT RAMP	BOAT RAMP	RURAL	REGIONAL
SRIA - QUIETWATER BEACH BOAT RAMP	BOAT RAMP	BARRIER ISLANDS	
MAYFAIR PARK I	ATHLETIC	URBAN	REGIONAL
JONES SWAMP PRESERVE		URBAN	REGIONAL
JONES SWAMP PRESERVE MOLINO FIRE DEPARTMENT PARK TREASURE HILLS PARK	NEIGHBORHOOD NEIGHBORHOOD UNIMPROVED	RURAL SUBURBAN / URBANIZING	REGIONAL NEIGHBORHOOD COMMUNITY
PERDIDO KIDS PARK KINGSPIELD PARK	NEIGHBORHOOD UNIMPROVED NEIGHBORHOOD NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING SUBURBAN / URBANIZING SUBURBAN / URBANIZING	REGIONAL COMMUNITY
SRIA - QUIETWATER BEACH RECREATION AREA	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
SRIA - CASINO BEACH RECREATION AREA PERDIDO MANOR WOODDUN DADK	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
WOODRUN PARK EL DORADO PARK ULLA DE CASA DABK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
VILLA DE CASA PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
HERITAGE LAKES	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
SRIA - FORT PICKENS GATE RECREATION AREA WATERS BEACH PARK WURD LIGUTZO ADV	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
	NEIGHBORHOOD UNIMPROVED	SURBURBAN/URBANIZED	NEIGHBORHOOD
MURR HEIGHTS PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BAYOU GRANDE BLVD RIGHT OF WAY	PUBLIC BEACH	URBAN	REGIONAL
WELLER BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	NEIGHBORHOOD
SRIA - PENSACOLA BEACH GULF PIER	FISHING PIER	BARRIER ISLANDS	REGIONAL
PERDIDO BAY COUNTRY CLUB ESTATES	NATURE PRESERVE	SUBURBAN / URBANIZING	NEIGHBORHOOD
MARINERS OAKS	GREENWAY	SUBURBAN / URBANIZING	NEIGHBORHOOD
YOAKUM COURT	NEIGHBORHOOD UNINPROVED	URBAN	NEIGHBORHOOD
LEXINGTON TERRACE PARK	GREENWAY	URBAN	REGIONAL
BLUFF SPRINGS	BOAT RAMP	RURAL	COMMUNITY
BILL DICKSON PARK	BOAT RAMP	SUBURBAN / URBANIZING	REGIONAL
QUINTETTE ATHLETIC PARK & COMMUNITY CENTER	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
RIVER ROAD PARK II	NEIGHBORHOOD UNINPROVED	BARRIER ISLANDS	NEIGHBORHOOD
JACK REDDIX PARK	SPECIAL USE	SUBURBAN / URBANIZING	REGIONAL
	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
SRIA - PENSACOLA BEACH EAST	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
SOUTH ESCAMBIA SPORTS COMPLEX	ATHLETIC	SUBURBAN	



Solid Waste LOS Analysis Report

Solid Waste LOS Analysis - 2012 Brent Schneider Department of Solid Waste Management Manager Engineering & Environmental Quality

The adopted level of service standard for solid waste is a disposal rate of six pounds per capita per day. Escambia County continues to maintain its solid waste level of service commitments under the comprehensive plan, which is to provide adequate municipal solid waste disposal capacity of 6 pounds per capita per day by allocating funding for future landfill construction and closure of cells. These cells are required since the County must provide adequate disposal capacity for its citizens. The population growth is anticipated to be 1% for the near future, so the County funds the cell expansion as required to ensure there is no deficiency in required landfill capacity. Currently, the average waste acceptance is 700 tons/day and compaction density for our waste stream averages at least 1500 pounds per cubic yard. This compaction rate may change in the future as the methodology and waste compositions vary.

The Perdido Landfill has remaining filling capacity through the end of 2015 based on the current footprint. Perdido Landfill Mining Phase I was completed at the end of 2011 and will facilitate construction of the future expansion cell, Section 5 Cell 1A. Funding for construction of Section 5 Cell 1A will be included in Fiscal Years 2014 and 2015 at \$7,500,000. Construction of Section 5 Cell 1A will begin in early 2014 and will be available for use in early 2015 with a four-year capacity.

Funding for the closure costs are accrued and escrowed each year as required by Chapter 62-701, F.AC,. The total acreage for the Perdido Landfill facility is 955 acres, which includes permitted disposal areas, service areas, materials recycling and yard waste recycling, 352 acres, conservation 172 acres and future expansion (Section Six), 431 acres. The current build-out for disposal is 141 acres, through Section 5, Cell 3 providing solid waste disposal capacity through 2033. Disposal capacity in Section Six is estimated at 50 to 70 years. All capital projects underway and into the near future are fully funded.

Clearly, with the appropriately timed expansions, the County has sufficient capacity at the Perdido Landfill to accommodate current development and growth during the planning period.

Storm water/Drainage LOS Analysis Report

# U<u>Stormwater / Drainage LOS Analysis</u> Joy Blackmon, County Engineer

Escambia County has determined that proper management of stormwater is necessary to reduce the frequency of flooding and to improve the quality of runoff reaching surface water bodies. To this end, the County contracted with stormwater consultants to develop a Stormwater Master Plan that was completed in November 1994. The plan included inventories of existing stormwater systems throughout the County, and it included detailed studies of 3 of the county's 41 major watershed drainage basins. Also in the plan, future stormwater improvement projects were identified and ranked according to selected criteria. The preliminary Capital Improvement Plan Project List contained 87 proposed projects, and from this list, the County Commission selected 30 of the projects to be completed in a 3-year Capital Improvement Plan (CIP). It was the County's intent to periodically update the Stormwater Master Plan and construct the projects that were identified in the Capital Improvement Plan Project List in an orderly fashion.

In 1998, Escambia County was issued its first National Pollutant Discharge Elimination System (NPDES) Permit for its Municipal Separate Storm Sewer System (MS4). This permit was renewed in January 2012. One of the requirements of the NPDES Permit is a long-term stormwater quality-monitoring program designed to document and illustrate improvements in the County's stormwater management program. The NPDES Stormwater Monitoring Plan will be implemented for the duration of the permit (5 years), and it has the goal of identifying sources and impacts of specific stormwater pollutants, as well as identifying the most cost-effective stormwater controls.

In addition to the county's NPDES Permit water guality monitoring requirement, the Florida Department of Environmental Protection (FDEP) is conducting additional water quality monitoring within the Escambia Bay System, and within the Perdido Bay System. This additional sampling is being done to confirm which waterbodies will comprise the new 303(d) Verified List of Impaired Waters. The waterbodies that are placed on the Verified List will be required to have Total Maximum Daily Loads (TMDLs) calculated for them. These TMDLs will restrict future allowable discharges in watersheds that have one or more impaired waters, and thus potentially restrict future economic development in those impaired watersheds. FDEP has encouraged local governments to stay involved in the TMDL process, so the county has elected to assist FDEP with the additional TMDL sampling, data collection, and analysis in Escambia and Perdido Bay watersheds. These TMDL monitoring activities, as well as the NPDES Stormwater Monitoring Plan permit requirement, have necessitated the need for Escambia County to become more actively involved in assessing water quality by employing water quality sampling personnel and purchasing water quality sampling equipment.

In September 2003, the County prepared the *Escambia County Ambient Water Quality Report*, which is the first phase of the countywide watershed management approach. This report provides a preliminary evaluation of the status of water quality in Escambia County utilizing the FDEP methodology described in Chapter 62-303 F.A.C. (*Identification of Impaired Surface Waters* and *Criteria for Surface Water Quality Classification*). In this report, statistical analysis of water quality data was utilized to list and rank Escambia County water bodies according to their degree of water quality impairment. This ranking enables the county to prioritize stormwater and water quality improvement projects in those watersheds that are most impaired and, therefore, most in need of improvement projects.

In December 2003, the county prepared the LOST Funding for Stormwater Management – Flooding and Water Quality Enhancement Program Report, which is a review of flooding and stormwater quality improvement projects funded by the County's Local Option Sales Tax (LOST) program. Projects included in the report are the paving and stabilization of dirt roads to reduce sedimentation and turbidity in streams, and the installation of structural stormwater Best Management Practices (BMPs) to reduce flooding and improve water quality. Projects that were completed are reviewed in the report, and projects that are proposed are discussed to examine their anticipated benefits. This report effectively analyzes the flooding and water quality enhancement benefits that have been achieved by the County, and it updates the County's Stormwater Master Plan basin by basin.

Of the County's 41 watershed drainage basins, detailed basin master plan studies have been completed 18 of these basins. It is anticipated that additional basin studies will be contracted each of the successive years until all 41-basin master plan studies are completed. This watershed basin approach identifies current structural stormwater systems that exist in each drainage basin, surveys property owners within the basins to determine their concerns, and identifies recommended future stormwater and drainage projects that will reduce flooding and improve water quality in each basin.

Our current watershed study is focused on District 2. Existing basin studies are being reviewed to assist in prioritizing drainage projects in the District. The next basin study considered is Garcon Swamp and portions of the Southwest basin. Funds have been identified to initiate these basin studies during the 2012-2013 budget years.

County currently continues the Basin study program in an effort to stay ahead of anticipated growth in terms of water quality and flood control, correct existing deficiencies with flooding and water quality, and develop reasonable cost estimates and priority schedules to ensure proper planning and funding of future infrastructure needs.

					CIP 2013-	2017 TRANSPO	RTATION PROJE	CTS			
Project Name	Location	Funding Source	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total Project Cost	Code	Comp Plan Objectives	Notes
Beulah Interchange/Beltw ay		LOST III					700,000	\$700,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support Future Interchange at I- 10 and Beulah Rd.
Bobe Street Sidewalks		LOST III			300,000			\$300,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Bridge Renovations	Countywide	LOST III	3,016,666	\$1,516,666.00	1,263,170	1,270,162	1,016,666	\$8,083,330	S	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to improve bridge safety countywide
Burgess Rd Sidewalks	Davis Hwy to Sanders Rd	LOST III					350,000	\$350,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Local Safe Routes To School Program
Blue Angel Parkway Construction	Sorrento to US98	Bond/FDO T			5,033,700	28,524,300		\$33,558,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2013. Will depend on Local Revenues
Burgess Extension Construction	Burgess/Creighton extension from Hilburn Dr to US 29	FDOT			\$1,000,000	\$1,000,000		\$2,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO Transportation Improvement Program Priority #8, pg 15. ROW & Const. funds committed in out years
Congestion Improvements	Countywide	LOST III		\$1,808,532	\$737,000	\$1,018,000	\$1,018,000	\$4,581,532		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Projects to improve traffic and freight flow.
Dirt Rd Paving	Countywide	LOST III	\$2,100,000	\$2,300,000	\$2,500,000	\$2,500,000	\$3,000,000	\$12,400,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
E' Street Improvements	Texar to Cervantes	LOST III				\$400,000		\$400,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
Gulf Beach Hwy (SR292) Corridor Study Projects	Navy Blvd to Sorrento	TPO/LOST III		\$ 1,500,000				\$1,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO pg 2.2. Design underway, ROW funded in 2013.
Highway 297A Widening		LOST III				\$3,000,000		\$3,000,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	
ITS Application		LOST III / TPO					\$1,462,936	\$1,462,936	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #6 with annual funding
JPA Design Box		LOST III					\$300,154	\$300,154	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Funds to Support the advancement of any 5-year FDOT projects if determined as a need.
Kingsfield Rd Extension	Hwy 97 to Hwy 99	LOST III	\$5,520,000					\$5,520,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns and increased use by freight.
Live Oak / Sunset Sidewalks		LOST III	\$300,000					\$300,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Project let for Design in 2009 will be constructed in 2010
Neighborhood Enhancements	Countywide	LOST III		\$1,400,000	\$ 700,000	\$700,000	\$2,800,000	\$5,600,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Program to provide amenities based on warranted needs.
Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.
		FDOT			\$2,445,000			\$2,445,000		MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 12
Olive Rd Corridor - Phase I	Davis and Old Palafox	LOST III	\$5,900,000					\$5,900,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT deeded road to the county in 2011. Design currently underway construction expected in 2013
Perdido Key Design	AL state line to ICWW Bridge	FDOT			\$2,732,000			\$2,732,000	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 22, Design Funds pushed due to a Federal Required EIS
Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/ FDOT TRIP			6,553,680	37,137,520		\$43,691,200	DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
Perdido Key Drive PD&E	Perdido Key Dr between AL and the south end of the ICWW Bridge	FDOT							G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 19, Active with EIS.
Sorrento PD&E	ICWW Bridge to Blue Angel Pkwy	FDOT							DG	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design Active
Pinestead / Longleaf Design & Construction		LOST III	\$157,064		\$8,000,000	\$8,190,000		\$16,347,064	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	TPO priority #11.
Resurfacing	Countywide	LOST III	\$1,228,674	\$3,452,804	\$1,750,000	\$1,732,689	\$1,584,622	\$9,748,789	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Annual Program
Sidewalks Design / Construction		LOST III	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Safe Walk to School support program.
Sidewalks District 1		LOST III	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Commissioner Request for Residential areas and School areas
Traffic Calming	Countywide	LOST III				\$200,000		\$200,000	G	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	County Wide Program for identified Neighborhood Traffic areas.
W Roberts Rd Widening		LOST III	\$250,000					\$250,000	R	MOB 8-1.1; MOB 8-1.3; MOB 8-1.4; MOB 8-1.5; MOB 8-1.6	Improvements to support new traffic patterns due to Sector Plan

FY 2012-2016 CIE Annual Update

Transportation & Traffic LOS Analysis Report w/ De Minimis Report, Traffic Volume & LOS Report and 2005 Federal Functional Classification Map <u>Transportation & Traffic LOS Analysis for 2013 – 2017 CIP</u> Colby Brown, Division Manager

Escambia County has implemented approximately \$28 million of local funds (LOST III) from 2008 to 2011 with approximately \$36 million budgeted for FY 2012-13. An additional \$80 M is allocated between 2013 to 2017 part of which goes to ensure that we maintain the expected LOS on state and local roadways. Escambia County will continue to be a partner to ensure transportation needs are achieved.

Escambia County has a Concurrency Management System in place to integrate the updated transportation variables and ensure appropriate transportation infrastructure is available as development comes on-line. This system has been operational for more than ten years. The concurrency management system also ensures facilities will be in place to monitor development activities as well as area activities that may have an impact to county roadway infrastructure. The County will continue to use and pursue all alternatives to provide additional revenue sources to meet the growing demand for better mobility. These sources will include such resources as Proportionate Fair Share, Turn Lane Mitigation, Local Option Sales Tax, Transportation Regional Incentive Programs, County Incentive Grants, and Contributions by Development Agreements.

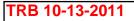
Escambia County conducts annual evaluations on all roadways exceeding 75% capacity used because Florida Department of Transportation (FDOT) annual counts have an 18 month delay for count data published. This will ensure no roadway will exceed capacity or action needed during the time laps. The typical concurrency report is based upon the Florida Traffic Information updated annually provided by FDOT. The FL-AL Transportation Planning Organization (TPO) runs the traffic models and prioritizes the list of FDOT projects as well as occasional County projects. Please reference the FL-AL TPO Cost Feasible Report and the Concurrency Management Systems Manual for more information on the methodology.

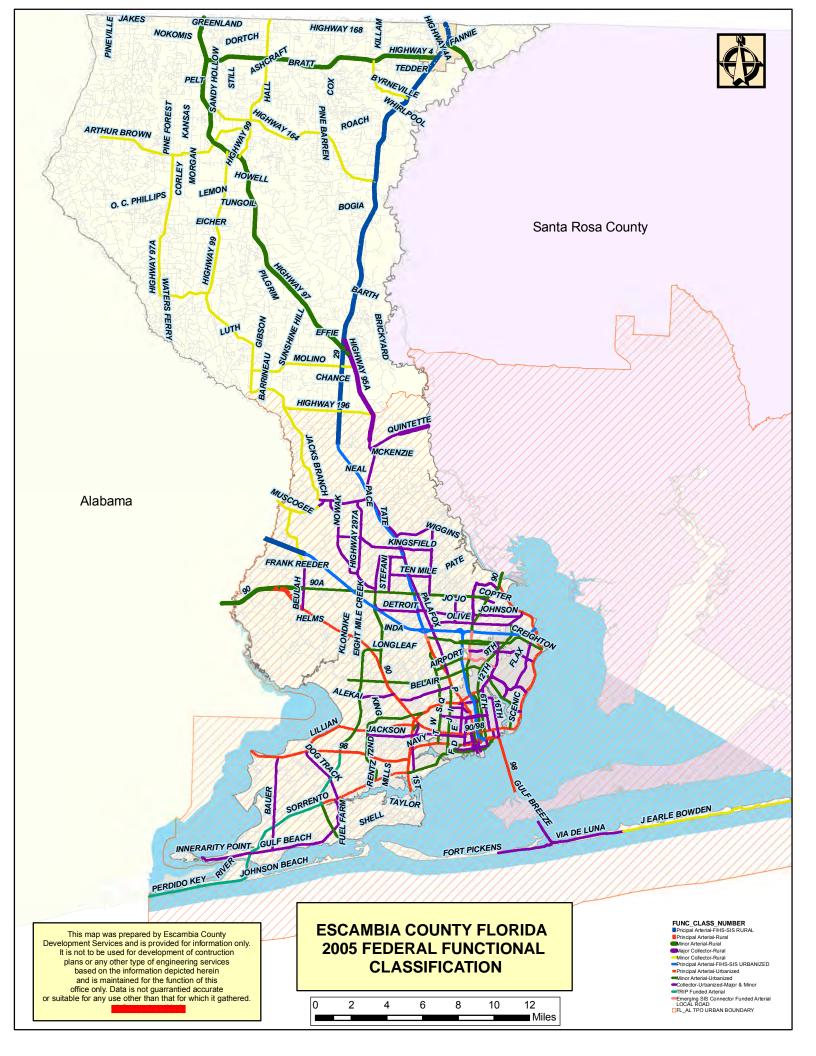
The Traffic Volume and Level of Service Report (LOS Report) for the County's roadway network is included in this report. The LOS standards for transportation are reviewed and adjusted (as necessary) to comply with the expected quality of travel. The County is exploring the link between transportation levels of service with respect to the expected future lane uses. The County will continue to provide LOS reports and potential mitigation options to County and local officials.

## Escambia County De Minimus Records

Statewide trend of decreased traffic volumes have also been reflected on Escambia County roadways. The 2009 counts used in the county's traffic concurrency management system show that no roadway segments exceed 100 percent of capacity. Per s.163.3180(6) Florida Statutes there are no projects to report.

Road Name	Percent Capacity Used	Project Name	Evacuation Route





#### **MISSION STATEMENT**

The mission of the Escambia County Area Transit System is to provide the citizens with mass transportation services throughout the Escambia County urban area in a safe, comfortable, efficient, and timely manner at a reasonable cost.

#### **PROGRAM DESCRIPTION**

Mass Transit is responsible for the County bus transportation program. This service is managed through a contract with First Transit. The program receives funding from passenger revenue, contributions from Escambia County, SRIA, UWF, FDOT, and FTA grants for capital expenses. ECAT also administers the Escambia County Complimentary Paratransit Service in compliance with the Americans with Disabilities Act, the County contribution to TDAC, the Non-urbanized area transportation program, and provides maintenance services to non-transit vehicles including fire service and EMS vehicles.

#### GOALS & OBJECTIVES – AT RECOMMENDED FUNDING LEVEL

- Maintain passenger ridership at the highest-level possible consistent with a service level determined by fiscal constraints.
- Maintain fare box revenue at the highest-level possible consistent with ridership and the latest BCC approved service level and fare structure.
- Reduce operating expenses to a minimum consistent with service level, fare box revenues, and federal, state and local contributions.

#### SIGNIFICANT CHANGES FOR 2012 – 2013

This FY13 ECAT budget is based on maintaining an overall cost that is in line with FY12. It is anticipated that farebox revenue will increase gradually as a result of the BCC approved FY08 fare increase and anticipated ridership increase. The FY12 service level will be maintained with adjustments as necessary due to TDP recommendations and fiscal constraints. Fuel cost increases may require further adjustments to the service level to remain within the funding constraints.

PERFORMANCE MEASURES			
Fixed Route	2010-11	2011-12	2012-13
	<u>Actual</u>	<u>Actual</u>	<u>Proposed</u>
Passenger Trips	1,152,375	1,318,201	1,320,000
Vehicle Miles per Capita	4.52	4.70	4.70
Passenger Trips per Capita	3.75	4.29	4.30
Revenue Miles between Roadcalls	9,382	8,914	9,400
Operating Revenue Per Operating Expense	20.1%	19.0%	19.0%
Operating Expense per Revenue Mile	\$4.87	\$4.96	\$4.96

#### PERFORMANCE MEASURES

ADA Paratransit Service	2010-11	2011-12	2012-13
Description	<u>Actual</u>	<u>Actual</u>	Proposed
Passenger Trips	56,381	56,186	56,200
Vehicle Miles per Capita	1.13	1.17	1.17
Passenger Trips per Capita	0.18	0.18	0.18
Operating Revenue Per Operating Expense	12.4%	11.6%	11.6%
Operating Expense per Revenue Mile	\$3.74	\$4.15	\$4.15

## STAFFING ALLOCATION

	Pay	2010-11	2011-12	2012-13
Position Classification	Grade	<u>Authorized</u>	<u>Authorized</u>	Proposed
No County Employees at ECAT.				

FY 2012-2016 CIE Annual Update

Mass Transit LOS Analysis Report w/ ECAT Bus Routes Map & ECAT System Map



#### **MEMORANDUM**

To: Marilyn Wesley, Director, Community Affairs Department

From: Chris Westbrook, Finance Director, ECAT

Date: April 5, 2012

Re: FY11/12 and FY12/13 Mass Transit Operating and Capital Budgets (Funds 104 & 320)

The attached information for the FY11/12 and FY12/13 Mass Transit Budget is provided in accordance with the Escambia County FY2011/2012 Budget Preparation Manual.

- 1. Expenditure Budgets for FUND 104 Cost Centers 360501, 360503, 360504, 360520, 360522, and for the FUND 320 FY2012 Capital Grant;
- 2. Revenue Estimates for Fund 104, Mass Transit Fund and Fund 320, FTA Capital Projects Fund.
- 3. ECAT Goals and Objectives

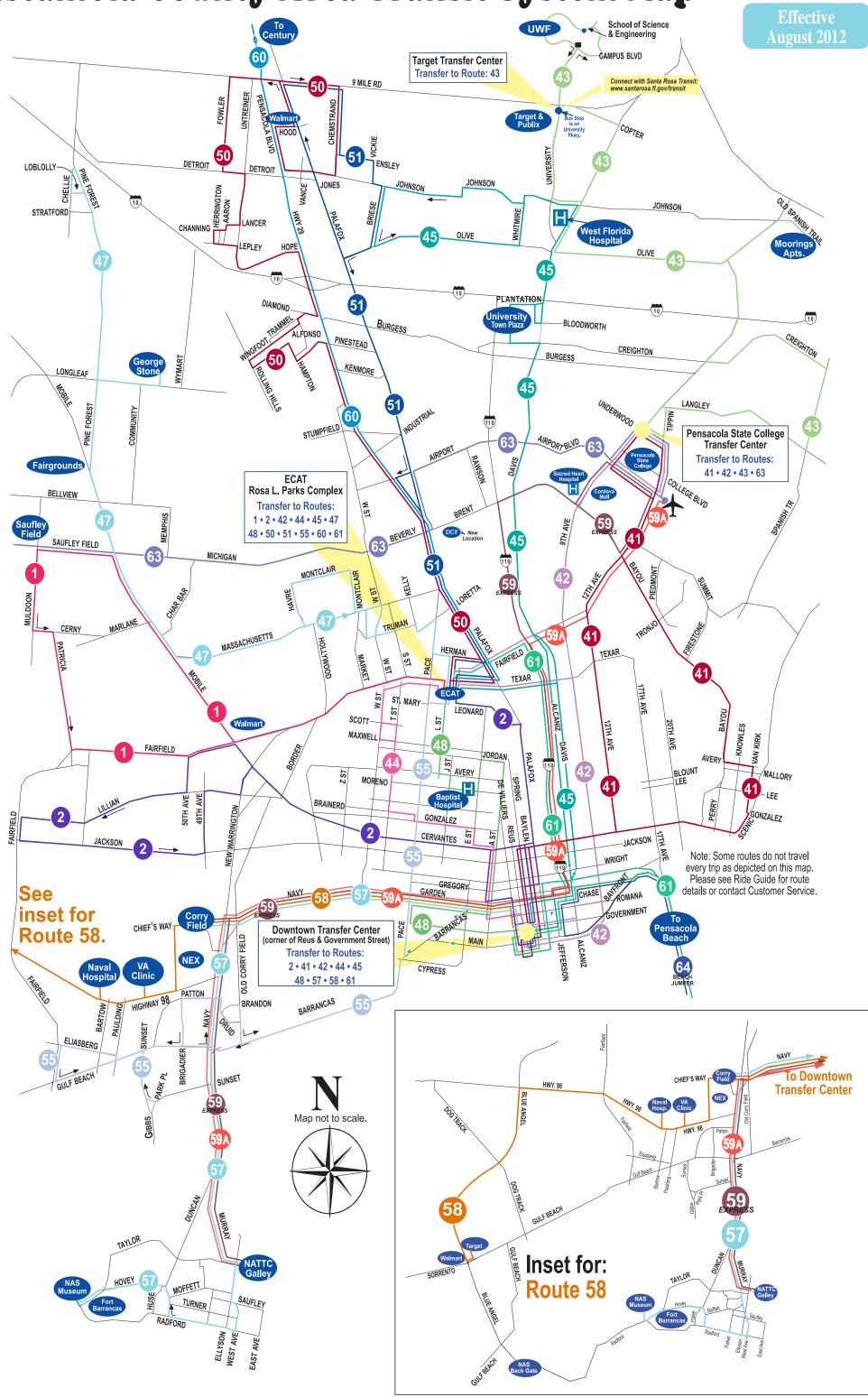
The Operating Budgets for Mass Transit have been prepared at the Current Service Level with no wage increases, however, cost increases have been estimated for some cost items, i.e. Group Health Plans, Workers Compensation and Florida Unemployment Insurance, PL/PD Insurance, and several material and supplies items. Fuel cost has been increased to \$3.75/gallon for FY2012, and to \$4.50/gallon for FY2013. Fuel increases also result in increased costs for ADA Paratransit Services purchased from the CTC. It should be noted that the FY11 Federal Budget, and FTA apportionments, have not been finalized, therefore FTA and FDOT funding included in these budgets are estimates based on passed apportionments.

FDOT Planning documents indicate that Escambia County will receive an additional \$ 1,498,333 in Service Development Funding for ECAT during fiscal years 2012, 2013, & 2014. This funding still must have final approval by both FDOT and the Governor, therefore it has not been included in these budgets. This funding provides for several routes already included in these budgets, and future service changes in accordance with the TDP currently being developed. If this funding is approved, it will result in a significant reduction in the County Contribution.

Please call me at 595-3228 ext. 218 if you require additional information.

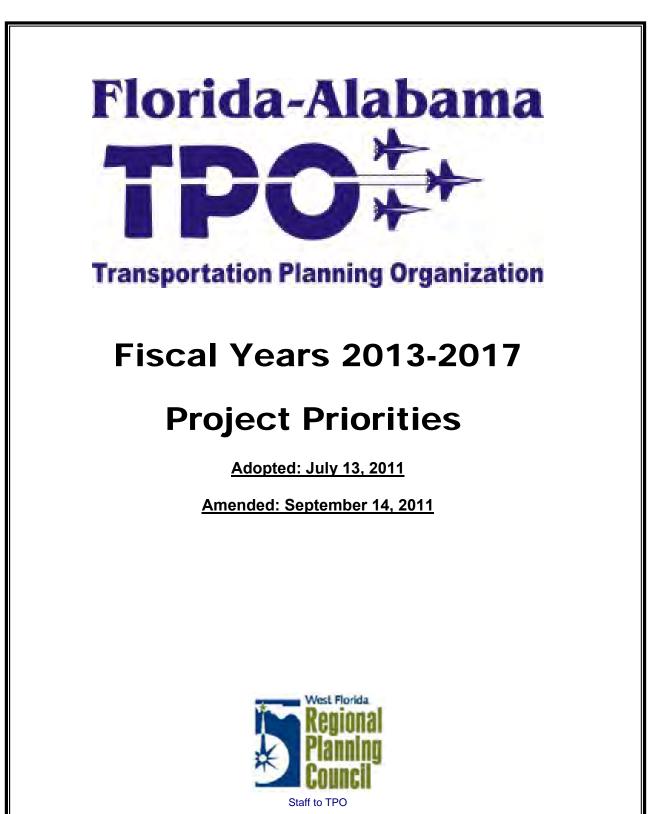
cc: Larry Newsom, County Administrator Kenneth Gordon, General Manager, ECAT Regina Hall, Budget Analyst

# **Escambia County Area Transit System Map**



FY 2012-2016 CIE Annual Update

FL-AL TPO FY 2013-2017 TIP



"...planning for the future transportation needs of the Pensacola FL-AL Urbanized Area..."

For information regarding this document, please contact:

Elizabeth Schrey TPO Staff/ WFRPC Transportation Planner

Elizabeth.schrey@wfrpc.org

4081 East Olive Road Suite A Pensacola, FL 32514

Telephone – 1.800.226-8914 Fax - 850.637.1923

This document is available at

http://www.wfrpc.org/fl-al-projectpriorities

"The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translations services (free of charge) should contact Rhonda Grice at (850) 332-7976, ext 214 or (1-800-995-8771 for TTY- Florida) or by email at Rhonda.grice@wfrpc.org

#### **RESOLUTION FL-AL 11-09**

#### A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2013-2017 PROJECT PRIORITIES

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the Governor of the State of Florida and the Governor of the State of Alabama, to the Federal Transit Administration, and through the State of Alabama and State of Florida to the Federal Highway Administration; and

WHEREAS, the initial step in the development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation;

## NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

The TPO adopts the FY2013-2017 Project Priorities, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 13th day of July 2011.

FLORIDA- ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY

Kevin White, Chairman



Jent ATTEST

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#### <u>FLORIDA-ALABAMA TPO PROJECT PRIORITIES</u> <u>FISCAL YEARS 2013-2017</u>

The Transportation Planning Organization (TPO) annually reviews and adopts transportation Project Priorities. The purpose of this document is to insure that transportation projects programmed by FDOT in the Five Year Work Program are consistent with local needs and plans for the TPO planning area. In accordance with state and federal laws, all modes of transportation must be addressed in the TPOs Project Priorities. These modes of transportation can be identified as Long Range Transportation Plan (LRTP) Capacity Projects, Transportation System Management (TSM) Projects, Enhancement Projects, Public Transportation Projects, and Seaport/Airport Projects.

#### LONG RANGE TRANSPORTATION PLAN (LRTP) CAPACITY PROJECTS

This category includes projects identified in the TPO 2035 Cost Feasible Long Range Transportation Plan. Two types of projects are addressed:

- 1. Major Capacity Projects Includes the construction of new roads and highways, bridge capacity projects, interchanges and multi-lane upgrades of existing roads.
- Other Projects Includes funding set-asides for Bicycle Pedestrian Projects, Public Transportation, Corridor Management Plans and Projects and Improved Traffic Signal Operations.

#### TRANSPORTATION SYSTEM MANAGEMENT (TSM) PROJECT PRIORITIES

TSM Projects are generally low cost operational improvements to the transportation system, as opposed to major capacity projects. TSM Projects can typically be implemented within a short period of time. Examples of TSM Projects include adding turn lanes at intersections, updating traffic signals, modifying median openings and making other operational improvements. The typical source for TSM Project Priorities is the annual FDOT Traffic Operations Project Candidate List, which contains projects that have been warranted based on FDOT study. The funding source for these projects is District Traffic Operations Funds.

#### ENHANCEMENT PROJECT PRIORITIES

Transportation Enhancement projects are funded with a required federal funding set-aside for projects that enhance the existing transportation system. There are 12 qualifying activities that can be funded as enhancements:

- 1. Provide facilities for pedestrians and bicyclists
- 2. Provision of safety and educational activities for pedestrians and bicyclists
- 3. Acquisition of scenic easements and scenic or historic sites
- 4. Scenic or historic highway programs (including tourist and welcome center facilities)
- 5. Landscaping and scenic beautification
- 6. Historic preservation
- 7. Rehabilitation and operation of historic transportation buildings, structures or facilities
- 8. Conversion of railway corridors to trails
- 9. Control and removal of outdoor advertising
- 10. Archaeological planning and research
- 11. Environmental mitigation of runoff pollution and provision of wildlife connectivity
- 12. Establishment of transportation museums

#### PUBLIC TRANSPORTATION PROJECT PRIORITIES

Public Transportation Project Priorities are developed by the Escambia County Area Transit System (ECAT) and approved by the Escambia County Commission. These projects fall into two categories: Capital Improvements and Operating Assistance. Capital Improvements include the construction of facilities or purchase of equipment to maintain or expand service, while Operating Assistance provides the funds necessary to make up the difference between the revenue generated by the service and the actual cost of the service (commonly known as the operating deficit). The source of public transportation

projects is the Escambia County Transit Development Plan (TDP). Public Transportation Project Priorities are provided annually by ECAT and the Alabama Department of Transportation. Priorities are shown for each year from 2013 through 2017.

#### AVIATION AND SEAPORT PROJECT PRIORITIES

Seaport and Aviation Projects do not compete with transit and highway projects for funding. The following facilities are located in the TPO planning area:

- Port of Pensacola
- Pensacola Regional Airport
- Peter Prince Field

Priorities for the Port of Pensacola and Pensacola Regional Airport are submitted annually to the TPO. Santa Rosa County provides priorities for Peter Prince Field. The sources of seaport and aviation projects are master plans for each facility. Priorities are shown for each year from 2013 through 2017.

#### PUBLIC INVOLVEMENT

The TPO's emphasis on public involvement in the TIP process was during the project priority development stage in May, June, and July. There is a greater chance for the public to have an effect on changes to the TIP during the project priority development stage, than when the final TIP is endorsed nine months later. The TPO approach to ensuring the public is given opportunity to review the draft priorities is to run a local newspaper ad in the Pensacola News Journal and issue a general press release to all media. The ad and press release will provide a TPO staff contact name, who will answer inquiries, provide requested information, and serve as liaison to community representatives or groups. Staff members are available for Public Meetings and informational gatherings. A letter and schedule of public involvement opportunities will be sent to a list of community organizations to encourage their participation, including representatives of Title VI communities. The following procedure is employed to ensure public involvement throughout the development of the Project Priorities:

- May Initial Draft Priorities reviewed at a community workshop
- June Draft Project Priorities reviewed by Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC) and TPO Board
- June Ad runs in Pensacola News Journal and general press release is issued asking for public comment. The Draft Project Priorities document is also placed on the TPO website at <a href="http://www.wfrpc.org/fl-al-projectpriorities">http://www.wfrpc.org/fl-al-projectpriorities</a> for public review and comment.
- July Final Draft Project Priorities are reviewed by the TCC, CAC and BPAC and their recommendations are provided to the TPO. The TPO must open a Public Hearing to take final comments before they can vote to adopt the Project Priorities.
- August The Adopted Project Priorities are submitted to FDOT District 3 so they may begin revising their Work Program for the next planning cycle. The revised FDOT Work Program is then used in the creation of the annually created 5-year Transportation Improvement Program (TIP), which is also made available to the public for review and comment.

While the TPO uses criteria to develop the Project Priorities, please note that the TPO is not required to set Priorities according to the established criteria. The TPO has final authority to prioritize all projects as they see fit.

## **CAPACITY PROJECT EVALUATION CRITERIA**

#### **<u>Project Status</u>** (weight 15)

•	Project Scheduled for Construction in the Five Year Work Program /Capital Improvement
	Program or Project Scheduled for Right-of-Way or Design in First three years of Work Program
	(Committed Project in Long Range Plan not subject priority ranking)

• Right-of-Way scheduled in 4<sup>th</sup> or 5<sup>th</sup> year of Work Program

	Right-of-Way scheduled in 4 <sup>th</sup> or 5 <sup>th</sup> year of Work Program	3 points
٠	Final Design scheduled in 4 <sup>th</sup> or 5 <sup>th</sup> year of Year Work Program	2 points
٠	Project Development and Environmental Study (PD&E),	1 point
	Completed, underway, or scheduled in the 5 Year Work Program	
٠	No Project Phases scheduled	0 points

• No Project Phases scheduled 0 poin Source: DOT Five Year Work Program and Local Government Capital Improvement Program Related Objectives: C.2 and E.1

Level of Service based on TPO's Congestion Management System (weight 15)         •       Level of Service E or F       3 points         •       Level of Service D       2 points         •       Level of Service C       1 point         •       Level of Service A or B       0 points         B. Future Level of Service in 2035 for all project in the Needs Assessment (weight 10)       •         •       Level of Service in 2035 for all project in the Needs Assessment (weight 10)         •       Level of Service A, B, or C       3 points         •       Level of Service B       2 points         •       Level of Service F       0 points         Source: Florida-Alabama TPO and PBS&J       Related Objectives: A.8, C.4 and E.1         Hurricane Evacuation (weight 10)       •       Hurricane Evacuation Route       3 points         •       Not an Hurricane Evacuation Route       0 points       Source: Northwest Florida Hurricane Evacuation Restudy         Related Objectives: G.4 and G.5       Total Project Cost (weight 10)       •       Less than \$15,000,000       3 points         •       State		
A. Existing Level of Service based on TPO's Congestion Management System (weight 15)         • Level of Service E or F       3 points         • Level of Service D       2 points         • Level of Service A or B       0 points         B. Future Level of Service A or B       0 points         B. Future Level of Service A, B, or C       3 points         • Level of Service A, B, or C       3 points         • Level of Service B       1 point         • Level of Service F       0 points         Source: Florida-Alabama TPO and PBS&J       0 points         Related Objectives:A, 8, C.4 and E.1       0 points         Hurricane Evacuation (weight 10)       • Hurricane Evacuation Route       3 points         • Not an Hurricane Evacuation Route       3 points       0 points         Source: Northwest Florida Hurricane Evacuation Restudy       Related Objectives: G.4 and G.5       0 points         Total Project Cost (weight 10)       • Less than \$15,000,000       3 points       5 points         • \$15,000,000 to Less than \$30,000,000       2 points       5 points         • \$30,000,000 to Less than \$60,000,000       1 point       • \$60,000,000 to Less than \$60,000,000       1 point         • \$60,000,000 to Cost Estimates       0 points       5 points       5 points	Level of Service	
<ul> <li>Level of Service D</li> <li>Level of Service C</li> <li>I point</li> <li>Level of Service A or B</li> <li>Opoints</li> </ul> B. Future Level of Service in 2035 for all project in the Needs Assessment (weight 10) <ul> <li>Level of Service in 2035 for all project in the Needs Assessment (weight 10)</li> <li>Level of Service D</li> <li>Level of Service E</li> <li>I point</li> <li>Level of Service F</li> <li>O points</li> </ul> Source: Florida-Alabama TPO and PBS&J Related Objectives: A.8, C.4 and E.1 Hurricane Evacuation (weight 10) <ul> <li>Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>Source: Northwest Florida Hurricane Evacuation Restudy</li> <li>Related Objectives: G.4 and G.5</li> </ul> Total Project Cost (weight 10) <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000 to Less than \$30,000,000</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>I point</li> <li>\$60,000,000 or Greater</li> <li>O points</li> </ul>		ystem (weight 15)
<ul> <li>Level of Service C</li> <li>Level of Service A or B</li> <li>Depoints</li> <li>B. Future Level of Service in 2035 for all project in the Needs Assessment (weight 10)         <ul> <li>Level of Service A, B, or C</li> <li>a points</li> <li>Level of Service D</li> <li>point</li> <li>Level of Service E</li> <li>point</li> <li>Level of Service F</li> <li>points</li> </ul> </li> <li>Hurricane Evacuation (weight 10)         <ul> <li>Hurricane Evacuation Route</li> <li>points</li> </ul> </li> <li>Not an Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>points</li> </ul> <li>Source: Northwest Florida Hurricane Evacuation Restudy         <ul> <li>Related Objectives: G.4 and G.5</li> </ul> </li> <li>Total Project Cost (weight 10)         <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000 to Less than \$30,000,000</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>points</li> </ul> </li> <li>Source: DOT Project Cost Estimates</li>	• Level of Service E or F	3 points
<ul> <li>Level of Service A or B</li> <li>Depoints</li> <li>B. Future Level of Service in 2035 for all project in the Needs Assessment (weight 10)         <ul> <li>Level of Service A, B, or C</li> <li>3 points</li> <li>Level of Service D</li> <li>2 points</li> <li>Level of Service F</li> <li>0 points</li> </ul> </li> <li>Source: Florida-Alabama TPO and PBS&amp;J Related Objectives: A.8, C.4 and E.1</li> <li>Hurricane Evacuation (weight 10)         <ul> <li>Hurricane Evacuation Route</li> <li>3 points</li> <li>Not an Hurricane Evacuation Route</li> <li>0 points</li> </ul> </li> <li>Source: Northwest Florida Hurricane Evacuation Restudy Related Objectives: G.4 and G.5</li> <li>Total Project Cost (weight 10)             <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000 to Less than \$30,000,000</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>point</li> <li>\$60,000,000 or Greater</li> <li>0 points</li> </ul> </li> </ul>	• Level of Service D	2 points
B. Future Level of Service in 2035 for all project in the Needs Assessment (weight 10)         •       Level of Service A, B, or C       3 points         •       Level of Service D       2 points         •       Level of Service E       1 point         •       Level of Service F       0 points         Source:       Florida-Alabama TPO and PBS&J       Related Objectives:A.8, C.4 and E.1 <b>Hurricane Evacuation (weight 10)</b> •       Hurricane Evacuation Route       3 points         •       Not an Hurricane Evacuation Route       0 points         Source:       Nort an Hurricane Evacuation Route       0 points         Source:       Nort an Hurricane Evacuation Route       0 points         Source:       Nort an Hurricane Evacuation Restudy       Related Objectives: G.4 and G.5         Total Project Cost (weight 10)         •       Less than \$15,000,000       3 points         •       \$15,000,000       3 points         •       \$30,000,000 to Less than \$30,000,000       2 points         •       \$30,000,000 to Less than \$60,000,000       1 point         •       \$60,000,000 or Greater       0 points         Source:       DOT Project Cost Estimates       0 points	• Level of Service C	1 point
<ul> <li>Level of Service A, B, or C</li> <li>Level of Service D</li> <li>Level of Service E</li> <li>Level of Service F</li> <li>Depoints</li> <li>Source: Florida-Alabama TPO and PBS&amp;J Related Objectives: A.8, C.4 and E.1</li> <li>Hurricane Evacuation (weight 10)         <ul> <li>Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Restudy Related Objectives: G.4 and G.5</li> </ul> </li> <li>Total Project Cost (weight 10)         <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000 to Less than \$30,000,000</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>points</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>points</li> <li>\$60,000,000 or Greater</li> <li>O points</li> </ul> </li> </ul>	• Level of Service A or B	0 points
<ul> <li>Level of Service D</li> <li>Level of Service E</li> <li>Level of Service F</li> <li>Source: Florida-Alabama TPO and PBS&amp;J Related Objectives: A.8, C.4 and E.1</li> <li>Hurricane Evacuation (weight 10)         <ul> <li>Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>Not thwest Florida Hurricane Evacuation Restudy</li> <li>Related Objectives: G.4 and G.5</li> </ul> </li> <li>Total Project Cost (weight 10)         <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000 to Less than \$30,000,000</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>points</li> <li>Source: DOT Project Cost Estimates</li> </ul> </li> </ul>	<b>B.</b> Future Level of Service in 2035 for all project in the Needs Assessme	<u>nt</u> (weight 10)
<ul> <li>Level of Service E         <ul> <li>Level of Service F</li> <li>Depoint</li> <li>Level of Service F</li> <li>Opoints</li> </ul> </li> <li>Source: Florida-Alabama TPO and PBS&amp;J Related Objectives: A.8, C.4 and E.1</li> <li>Hurricane Evacuation (weight 10)         <ul> <li>Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>Source: Northwest Florida Hurricane Evacuation Restudy</li> <li>Related Objectives: G.4 and G.5</li> </ul> </li> <li>Total Project Cost (weight 10)         <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000 to Less than \$30,000,000</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>points</li> <li>\$60,000,000 or Greater</li> <li>O points</li> </ul> </li> </ul>	• Level of Service A, B, or C	3 points
<ul> <li>Level of Service F</li> <li>O points</li> <li>Source: Florida-Alabama TPO and PBS&amp;J Related Objectives:A.8, C.4 and E.1</li> <li>Hurricane Evacuation (weight 10)         <ul> <li>Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>Source: Northwest Florida Hurricane Evacuation Restudy</li> <li>Related Objectives: G.4 and G.5</li> </ul> </li> <li>Total Project Cost (weight 10)         <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000</li> <li>\$15,000,000</li> <li>\$15,000,000</li> <li>\$15,000,000</li> <li>\$10,000,000</li> <li>\$10,000,000</li></ul></li></ul>	• Level of Service D	2 points
Source: Florida-Alabama TPO and PBS&J         Related Objectives: A.8, C.4 and E.1         Hurricane Evacuation (weight 10)         • Hurricane Evacuation Route       3 points         • Not an Hurricane Evacuation Route       0 points         Source: Northwest Florida Hurricane Evacuation Restudy       0 points         Source: Northwest Florida Hurricane Evacuation Restudy       8 points         Related Objectives: G.4 and G.5       0 points         Total Project Cost (weight 10)       3 points         • Less than \$15,000,000       3 points         • \$15,000,000 to Less than \$30,000,000       2 points         • \$30,000,000 to Less than \$60,000,000       1 point         • \$60,000,000 or Greater       0 points         Source: DOT Project Cost Estimates       0 points	• Level of Service E	1 point
Related Objectives: A.8, C.4 and E.1Hurricane Evacuation (weight 10)3 points• Hurricane Evacuation Route3 points• Not an Hurricane Evacuation Route0 pointsSource: Northwest Florida Hurricane Evacuation Restudy Related Objectives: G.4 and G.50 pointsTotal Project Cost (weight 10)3 points• Less than \$15,000,0003 points• \$15,000,000 to Less than \$30,000,0002 points• \$30,000,000 to Less than \$60,000,0001 point• \$60,000,000 or Greater0 pointsSource: DOT Project Cost Estimates0 points	• Level of Service F	0 points
Hurricane Evacuation (weight 10)•Hurricane Evacuation Route3 points•Not an Hurricane Evacuation Route0 pointsSource: Northwest Florida Hurricane Evacuation Restudy Related Objectives: G.4 and G.50Total Project Cost (weight 10)3 points•Less than \$15,000,0003 points•\$15,000,000 to Less than \$30,000,0002 points•\$30,000,000 to Less than \$60,000,0001 point•\$60,000,000 or Greater0 pointsSource: DOT Project Cost Estimates0	Source: Florida-Alabama TPO and PBS&J	
<ul> <li>Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>Source: Northwest Florida Hurricane Evacuation Restudy Related Objectives: G.4 and G.5</li> <li>Total Project Cost (weight 10)         <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000 to Less than \$30,000,000</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>\$60,000,000 or Greater</li> <li>\$60,000,000 or Greater</li> <li>\$0 points</li> </ul> </li> </ul>	Related Objectives: A.8, C.4 and E.1	
<ul> <li>Hurricane Evacuation Route</li> <li>Not an Hurricane Evacuation Route</li> <li>Source: Northwest Florida Hurricane Evacuation Restudy Related Objectives: G.4 and G.5</li> <li>Total Project Cost (weight 10)         <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000 to Less than \$30,000,000</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>\$60,000,000 or Greater</li> <li>\$60,000,000 or Greater</li> <li>\$0 points</li> </ul> </li> </ul>		
<ul> <li>Not an Hurricane Evacuation Route 0 points</li> <li>Source: Northwest Florida Hurricane Evacuation Restudy Related Objectives: G.4 and G.5</li> <li>Total Project Cost (weight 10)         <ul> <li>Less than \$15,000,000</li> <li>\$15,000,000 to Less than \$30,000,000</li> <li>\$30,000,000 to Less than \$60,000,000</li> <li>\$60,000,000 or Greater</li> <li>\$60,000,000 or Greater</li> <li>\$0 points</li> </ul> </li> </ul>		
Source: Northwest Florida Hurricane Evacuation Restudy Related Objectives: G.4 and G.5           Total Project Cost (weight 10)         3 points           • Less than \$15,000,000         3 points           • \$15,000,000 to Less than \$30,000,000         2 points           • \$30,000,000 to Less than \$60,000,000         1 point           • \$60,000,000 or Greater         0 points           Source: DOT Project Cost Estimates         0		-
Related Objectives: G.4 and G.5 <b>Total Project Cost</b> (weight 10)         • Less than \$15,000,000       3 points         • \$15,000,000 to Less than \$30,000,000       2 points         • \$30,000,000 to Less than \$60,000,000       1 point         • \$60,000,000 or Greater       0 points         Source: DOT Project Cost Estimates       0	Not an Hurricane Evacuation Route	0 points
Total Project Cost (weight 10)         3 points           • Less than \$15,000,000         3 points           • \$15,000,000 to Less than \$30,000,000         2 points           • \$30,000,000 to Less than \$60,000,000         1 point           • \$60,000,000 or Greater         0 points           Source: DOT Project Cost Estimates         0	Source: Northwest Florida Hurricane Evacuation Restudy	
• Less than \$15,000,000       3 points         • \$15,000,000 to Less than \$30,000,000       2 points         • \$30,000,000 to Less than \$60,000,000       1 point         • \$60,000,000 or Greater       0 points         Source: DOT Project Cost Estimates       1	Related Objectives: G.4 and G.5	
• Less than \$15,000,000       3 points         • \$15,000,000 to Less than \$30,000,000       2 points         • \$30,000,000 to Less than \$60,000,000       1 point         • \$60,000,000 or Greater       0 points         Source: DOT Project Cost Estimates       1	Total Project Cost (weight 10)	
• \$15,000,000 to Less than \$30,000,000       2 points         • \$30,000,000 to Less than \$60,000,000       1 point         • \$60,000,000 or Greater       0 points         Source: DOT Project Cost Estimates       0		3 points
• \$30,000,000 to Less than \$60,000,0001 point• \$60,000,000 or Greater0 pointsSource: DOT Project Cost Estimates0	• \$15,000,000 to Less than \$30,000,000	2 points
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Source: DOT Project Cost Estimates		-
5		1
	e e e e e e e e e e e e e e e e e e e	

#### **Project Cost Sharing** (Weight 10)

• 50% or more of project cost is included in local government funded Five Year	
Capital Improvements Program	3 points
• 25% to less than 50% of project cost is included in local government funded Fiv	ve
Year Capital Improvements Program	2 points
• 15% to less than 25% of project cost is included in local government funded Fiv	ve
Year Capital Improvements Program	1 point
• 0 to less than 15% of project cost is included in local government funded Five	
Year Capital Improvements Program	0 points
Source: Local Governments Capital Improvement Program.	
Related Objectives: C.6	

#### **Project Environmental/Social Impacts** (Weight 10)

	1/			
<ul> <li>Project has gone through Project Development and Environmental Study a</li> </ul>				
Efficient Transportation Decision Making review, which includes social a	nd community impacts,			
and has no impacts or impacts are addressed	3 points			
Project has moderate impacts	2 points			
Project has substantial impacts	1 points			
<ul> <li>Project has impacts of potential dispute</li> </ul>	0 points			
Source: Efficient Transportation Decision Making Process.				
Related Objectives: D.4, D.6				
Economic Development and Freight Movement (Weight 10)				

COHOI	<u>inc Development and Freight Movement</u> (vveight 10)	
٠	Project provides a direct connection to long term employment center	3 points
	(airports, industrial parks, tourist centers, military installations, and major	
	economic activity centers identified in the Regional Freight Network Plan)	
•	Project provides regional connection to facilitate freight movement	2 points
	(Strategic Intermodal System, Regional Significant Facilities, and "Highways of	
	Commerce" identified in the Regional Freight Network Plan)	

• Project provides a connector to employment or freight routes listed above 1 point

• Project does not directly Facilitate Economic Development or Freight Movement 0 points

Source: SIS and Northwest Florida Regional TPO

•

Related Objectives: A.2, A.4, A.5, A.8, A.10, E.5, E.6, E.7, F.4, F.7, and F.8

#### **Defense Access Route or Regionally Significant Facility that Crosses County and/or State Boundary** (Weight 10)

Project on Defense Access Route or Regionally Significant Facility 3 points

Project not on Defense Access Route or Regionally Significant Facility 0 points

Source: DOT, Strategic Highway Network (STRAHNET), and Northwest Florida Regional TPO Related Objectives: A.6., A.7, A.10, D.8, and E.7

**Notes:** (a) The maximum points a project can have in any one category is 3.

(1) (11)	• •	• ,		
(b) The maximum tota	noints a	nroiect can	receive is sill noints.	
(0) The maximum tota	i pomus u	i project can	receive is soo points.	

Project Status	3*15 =45
Level of Service (Existing CMP)	3*15 =45
Level of Service (2035 Needs Assessment)	3*10=30
Hurricane Evacuation	3*10=30
Project Cost	3*10=30
Project Cost Sharing	3*10=30
Environmental/Social Impacts	3*10=30
Economic Development and Freight Movement	3*10=30
Defense Access Route	3*10=30
Maximum Total Points	300

(c) The Florida-Alabama TPO has final authority to select the projects for inclusion in the Cost Feasible Plan and to rank them in the Project Priorities.

TRANSPORATION SYSTEMS MANAGEMENT (TSM) PRIORITY SELECTION CRITERIA (*AADT = Annual Average Daily Traffic)				
CRITERIA A. Level of Service (LOS) Issue Addressed	SCORE			
Current Deficiency	5 POINTS			
2009 Deficiency	3 POINTS			
2014 Deficiency	1 POINT			
Not Deficient	0 POINTS			
B. Regionally Significant Roadway				
Yes	2 POINTS			
No	1 POINT			
C. Crash Rate				
Safety Ratio Greater than 2.00	3 POINTS			
Safety Ratio from 1.00 to 2.00	2 POINTS			
Safety Ratio less than 1.00	1 POINT			
D. Has an Existing TPO Priority				
Yes	2 POINTS			
No	1 POINT			
E. Local Project Support				
High	5 POINTS			
Medium	4 POINTS			
Low	3 POINTS			
F. Significant Freight Corridor				
Designated NHS Intermodal Connector or Truck Traffic more than 10% AADT*	3 POINTS			
Truck Traffic 8-10% AADT	2 POINTS			
Truck Traffic 5-7.99%	1 POINT			

#### TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

#### **CRITERIA**

Ten (10) points should be given to any on-road

attractor. Mitigation, historic preservation, highway beautification projects, etc. would not nor-

bicycle project (paved shoulders, designated bike lane) or sidewalk project that creates a safer travel situation for the bicyclist, the walker, and/or the motorist. Off-road facilities such as trails may also qualify, but only if they can feasibly be used as an alternative to a highway in order to reach a destination/

1. Enhances public safety

#### **SCORE**

#### 10 POINTS

2. Enhances public safety within a two mile radius of a school

mally qualify for these points.

 Fifteen (15) points should be assigned to any project providing a safer connection to a school within a two mile radius. After all projects have been ranked, this criterion can serve as a possible tie-breaker for any projects with the same score. One (1) extra point can be given to a project if it falls within a one mile radius of a school. Another point (1) may be given to projects serving an elementary school.

#### 3. Links existing transportation corridors

 Ten (10) points should be given to a project if it connects to non-motorized facilities which already exist, thus completing a network.

#### 4. Provides mobility by non-motorized transportation to destinations and attractions

• Eight (8) points should be given to any project that provides user access to any of the following: shopping centers, libraries, government offices, hospitals, tourist attractions, recreation areas, and parks. Only projects providing access to destinations more likely to be accessed by cyclists and pedestrians will receive these points. **15 POINTS** 

10 POINTS

**8 POINTS** 

#### TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

#### CRITERIA

- 5. Supports non-motorized transportation
- Assign three (3) points to a project if it serves a bicyclist, three (3) points if it serves a walker, and three (3) points if it connects to a transit stop [ex: a sidewalk leading to a bus stop would get six (6) points].
- 6. Deals with roadside or median beautification or removal of billboards
- Assign six (6) points to any project in which the applicant is applying for funds for any of these purposes.
- 7. Promotes historic preservation or rehabilitation of historic transportation facilities, or acquisition of scenic easements
- Assign five (5) points to any project in which the applicant is applying for funds for any of these purposes. It is possible that a trail project may be part of historic preservation.
- 8. Mitigates transportation impacts to the environment
- Assign eight (8) points to any project that minimizes environmental impacts, such as drainage outfall projects.
- 9. Provides greenway to maintain wildlife habitat connectivity
- Assign five (5) points to any project in which the applicant is applying funds for these purposes.

#### 10. Has an existing TPO priority ranking

- One (1) point should be assigned for each year that a project has been on the TPO Enhancement Program list. There is no cap to the number of points a project can receive for this criterion.
- 11. Provides for safety and education activities for pedestrians and bicyclists
- Assign eight (8) points to any project which includes any type of education/safety training for children, such as the production of educational material, bicycle facility maps, etc.

#### **SCORE**

3 POINTS FOR EACH MODE SERVED

6 POINTS

**5 POINTS** 

8 POINTS

**5 POINTS** 

1 POINT FOR EACH YEAR ON LIST

**8 POINTS** 

#### TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

#### CRITERIA

## 12. Has documented support from the general public and other organizations

 Staff will provide this information. Documented support is in the form of resolutions, letters, petitions, and/or minutes of public record. Support for projects by a large percentage of persons/businesses affected by the project will receive higher points. Eight (8) of these points will be given if a conceptual design presentation has been presented to the public and included with the application or resubmittal.

#### <u>SCORE</u>

**16 POINTS** 

NOTE: Each Transportation Enhancement Project must have a local government applicant/sponsor. The local government must support the project and sign a maintenance agreement in order for the project to be constructed. Scores are takulated to determine each project's total score. The project with the highest total score is ranked number one, the second highest score number two, and so on. In the case of a tie score, the TPO decides which project should be ranked higher.

## TABLE 1: FY13-17 COMMITTED PROJECTS NOT SUBJECT TO PRIORITY RANKING

PROJECT NAME	FROM	то	YEAR FUNDED	IMPROVEMENT
I-10	Davis Highway	Scenic Highway	2014/15	6 lanes
Avalon Boulevard	Commerce Rd	SR10/US90		4 lanes
			Underway	
Avalon Boulevard	N. Of CSX Railroad Bridge	S. of Commerce Rd		4 lanes
			Underway	
Avalon Boulevard	S. of Moor's Lodge	N. of CSX Railroad		4 lanes
			Underway	
Avalon Boulevard	I-10	S. of Moor's Lodge		4 lanes
			Underway	
SR87	N. of Five Forks Rd	Eglin AFB Boundary	Underway	4 lanes

Construction funded in the five-year Work Program

## TABLE 2: FY13-17 NON-STRATEGIC INTERMODAL SYSTEM (NON-SIS) PROJECT PRIORITIES

					LRTP YEAR	EVALUATION	
RANKING	PROJECT NAME	FROM	то	PHASE	FUNDED	CRITERIA RANKING	IMPROVEMENT
1	Corridor Management Plan/Studies						
	(Appendix G)	\$130,000 Annually					
2	Corridor Management Projects (Appendix						
	G)	\$1,500,0000 Annually					
3	Public Transportation Capital						
	Improvements (Appendix E) <sup>6</sup>	\$300,000 Annually					
4	Bicycle/Pedestrian Projects (Appendix B)	\$350,000 Annually					
5	Traffic Signal Coordination (Appendix C)	\$300,000 Annually					
6	ITS Master Plan Projects (Appendix F)	<sup>1</sup> \$2,800,000 Annually					
7	Nine Mile Road	Pineforest Road	US 29	ROW	2016-2020		4 lanes
8	Nine Mile Road	Pineforest Road	US 29	CON.	2016-2020	<sup>2</sup> Committed	4 lanes
9	Burgess Road	US 29	I-110 Overpass	ROW	2021-2025	<sup>2</sup> Committed	4 lanes
10	Burgess Road	US 29	I-110 Overpass	CON.	2026-2030	<sup>2</sup> Committed	4 lanes
11	<sup>4</sup> Pinestead-Longleaf	Pineforest Road	US 29	ROW <sup>7</sup>	2021-2025		4 lanes
					2031-2035	<sup>2</sup> Committed	
12	SR 87 North	CR 87A (Langley St.)	TPO Urban Boundary		2031-2035		4 lanes
13	US 90	Airport Road	SR 87 South	PD&E	2026-2030	-	4 lanes
14	<sup>3</sup> US 98	Bayshore Drive	Portside Drive	ROW	2021-2025		6 lanes
	-				2031-2035	<sup>2</sup> Committed	
15	<sup>3</sup> US 90	Avalon Boulevard	Stewart Street	ROW	2021-2025	2-	6 lanes
	3				2031-2035		
16	<sup>3</sup> US 90	Avalon Boulevard	Stewart Street	CON.	2031-2035		6 lanes
17	Nine Mile Road	I-10	Pine Forest Road	DESIGN	2016-2020		4 lanes
18	Nine Mile Road	I-10	Pine Forest Road	ROW	2016-2020	2	4 lanes
					2031-2035		
19	Gulf Beach Highway	Fairfield	Navy Boulevard		2021-2025		4 lanes
20	Gulf Beach Highway	Blue Angel Parkway	Fairfield Drive	DESIGN	2021-2025		4 lanes
21	Sorrento Road	S. end ICWW Bridge	N. end ICWW Bridge	DESIGN	2026-2030	13	4 lanes
	Sorrento Road	N. end of ICWW Bridge	Blue Angel Parkway		2031-2035		4 lanes
23	SR 87 Connector	SR 87 South	SR 87 North	DESIGN	2016-2020		4 lanes
24	Main Street	A Street	Baylen Street	DESIGN	2021-2025	30	3 lanes
25	Main Street	A Street	Baylen Street	ROW	2026-2030	30	3 lanes
26	Main Street	Barrancas	A Street	PD&E	2016-2020	35	3 lanes

RANKING	PROJECT NAME	FROM	то	PHASE	LRTP YEAR FUNDED	EVALUATION CRITERIA RANKING	IMPROVEMENT
27	Main Street	Barrancas	A Street	DESIGN	2021-2025	35	3 lanes
28	Main Street	Barrancas	A Street	ROW	2021-2025	35	3 lanes
29	Main Street	Barrancas	A Street	CON.	2026-2030	35	3 lanes
30	<sup>₅</sup> US 90	SR 87 South	S.A. Jones Road	PD&E	2026-2030	N/A	4 lanes
31	Express Bus Service and Maintenance	Pensacola	Navarre		2021-2025	N/A	Bus Route

<sup>1</sup>Amount will be reconsidered once ITS Implementation Plan is completed

<sup>2</sup>Committed means Design or ROW complete or funded in the first three years of the work program

<sup>3</sup>Previously Other Capacity Project.

<sup>4</sup>Previously Alternative Revenue Funded Project Priority.

<sup>5</sup> Limits expanded at Cost Feasible Plan Advisory Committee Workshop (9/30/10). As a result, this project was not part of the Evaluation Criteria rankings which was completed prior to 9/30/10.

<sup>6</sup>Public Transportation funds are for the urbanized areas of Escambia and Santa Rosa Counties

<sup>7</sup>Escambia County has indicated they are funding ROW, the next phase to be funded after that is CST

## TABLE 3: FY13-17 STRATEGIC INTERMODAL SYSTEM (SIS) PROJECT PRIORITIES

RANKING	PROJECT NAME	FROM	то	PHASE	LRTP YEAR FUNDED	IMPROVEMENT
1	US 29	I-10	9 1/2 Mile Road	CON.	2026-2030	6 lanes
2	I-10	Escambia Bay Bridge	Avalon Boulevard	ROW	2021-2025	6 lanes
3	I-10	Escambia Bay Bridge	Avalon Boulevard	CON.	2021-2025	6 lanes

Source: FL-AL Resolution 06-14 Adopted June 2006

## TABLE 4:

## FY13-17 ALTERNATIVE OR LOCAL FUNDED PROJECTS NOT SUBJECT TO PRIORITY RANKING

PROJECT NAME	FROM	то	PHASE	LRTP YEAR FUNDED
Berryhill Road	Five Points	West Spencer Field Road	N/A	N/A
Woodbine Road	US 90	<sup>1</sup> Five Points Intersection	N/A	N/A
East Spencer Field Road	US 90	South Spencer Field Road	N/A	N/A
Bell Lane	Sterling Way	US 90	N/A	N/A
Sterling Way	Bell Lane	Avalon Boulevard	N/A	N/A
SR 292 Perdido Key Drive	Alabama State Line	South End of ICWW Bridge	N/A	N/A

<sup>1</sup>Includes intersection improvement

## FY13-17 POTENTIAL TOLL PROJECT PRIORITIES

PROJECT NAME	FROM	то	EVALUATION CRITERIA RANKING	RANKING
New Pensacola Bay Crossing	Pensacola	Gulf Breeze	30	1
Eglin AFB/Hurlburt Field Bypass			39	2

## TRANSPORTATION SYSTEMS MANAGEMENT (TSM) TABLE 5: COMMITTED TSM PROJECTS

(Funded for Construction within first 3 years of the Work Program)

CONSTRUCTION SCHEDULED	Project Description/Limits	IMPROVEMENT
FY 2012/2013	SR10A/US90 Scenic Hwy	Add NB left turn lane w/100 ft
4256051	@ Blithewood Dr intersection	of storage
FY2013/2014	SR296 Beverly Pkwy	Construct Eastbound right turn
4276481	@ W St Intersection	lane with 125 ft of storage
Completed July 2011	SR 289 9 <sup>th</sup> Avenue @ SR742 Creighton Road	Exclusive Southbound right turn lane with 625 ft of storage

## TABLE 6:FY13-17 TSM PROJECT PRIORITIES

TPO	MAJOR	MINOR	DESCRIPTION	Estimated Cost
PRIORITY	STREET	STREET		
	SR 289	SR 742	Dual Northbound left turn lane with 360 ft of	\$395,000 for CST
1	9TH Avenue	Creighton Road	storage	\$3,111,770 for ROW
-	SR 289	SR 742	Dual Eastbound left turn lane with 495 ft of	\$335,000 for CST
2	9TH Avenue	Creighton Road	storage	\$903,063 for ROW
3*	SR 727	SR 10A	storage	\$700,000 IOI RO W
5	Fairfield Drive	Mobile Hwy	Extend Northbound left turn lane to 350ft	Unknown
	SR 727	SR 10A		\$355.000 for CST
4	Fairfield Drive	Mobile Hwy	Extend Southbound right turn lane to 500ft	\$3,071,963 for ROW
	SR 727	SR 10A	Construct Eastbound right turn lane with	\$292,000 for CST
5	Fairfield Drive	Mobile Hwy	200ft of storage	\$5,179,259 for ROW
	SR 10A		Construct Northbound left turn lane with 100	\$808,000 for CST
6	Scenic Hwy	Baywoods	feet of storage	\$1,309,600 for ROW
7		GD 101		<b>#7</b> 01.001
(4298651 - CST	CD 07	CR 191	Construct a Northbound right turn lane with	\$701,991
in 14/15)	SR 87	Munson Hwy	150 ft of storage	(Total in Work Program)
0	SR 10A	Weedelde Drive	Construct a Westbound left turn lane with	\$346,000 for CST
8	Mobile Hwy SR 296	Woodside Drive	150 feet of storage Construct Eastbound right turn lane with	\$938,800 for ROW \$975,000 for CST
9	Bayou Blvd	12th Avenue	600ft of storage	\$34,701 for ROW
,	SR 296		Construct Westbound right turn lane with	\$225,000 for CST
10	Bayou Blvd	12th Avenue	600ft of storage	\$3,001,545 for ROW
10	SR 296	12th Avenue	Construct Eastbound left turn lane with 325	\$660,000 for CST
11	Bayou Blvd	12th Avenue	ft of storage	\$63,569 for ROW
	Dayou Diva	12th Avenue	Construct a Westbound left turn lane with	\$330,000 for CST
			425ft of storage and	\$1,371,100 for ROW
		SR 742	Westbound right turn lane with 200ft of	\$237,000 for CST
12	SR 95/US 29	Burgess Road	storage	\$1,371,100 for ROW
	SR 742	0	Construct a Westbound left turn lane with	\$260,000 for CST
13	Creighton Road	Hilltop Road	100 ft of storage	ROW costs unknown
	SR 727	*	Construct Eastbound right turn lane with 100	\$240,000 for CST
14	Fairfield Drive	65 <sup>th</sup> St	ft of storage	\$129,700 for ROW
	SR 292		Construct Northbound right turn lane with	
15	Pace Blvd	Blount Street	100 ft of storage	Unknown
	SR 292	CR292A	Construct Eastbound right turn lane with 150	
16	Sorrento Road	Gulf Beach Hwy	ft of storage	Unknown

\*Will be completed through local Maintenance Funds per email from Dawne McKee (7/14/2011)

## **ENHANCEMENT PROJECTS**

# TABLE 7: COMMITTED ENHANCEMENT PROJECTS (Not Subject to Panking)

Project #	Project Name	From	То	Description
4206231	FL SR No. 1 Restoration Bike / Pedestrian Path	Canal leading to Marquis Basin	Approx. 3 mi west of Harold	Bike lane / sidewalks enhancement project East of Milton
4280991	Benny Russell Park Sidewalks	See des	cription	<ul> <li>Construct the following:</li> <li>(1) Sidewalks on the west side of West Spencer Field Rd, from Norris Rd to South Spencer Field Rd</li> <li>(2) Construct sidewalks all the way around NAS Spencer Outlying Field on the field side of the road</li> </ul>

# TABLE 8: FY13-17 ENHANCEMENT PROJECT PRIORITIES

Priority	Project Name	From	То	Description
1	Tiger Point Soundside Connection (two part project)	See Des	scription	<ol> <li>Shared Use Path: 10-foot wide concrete shared use path on the south side of US 98 for 4,2000 feet fro Tiger Point Blvd to Central Parkway</li> <li>Sidewalk: A 5-foot sidewalk 2,200 feet in length on Tiger Point Blvd East from US98 to pass-</li> </ol>
2	Bagdad Heritage Trail	Southern terminus of Blackwater Heritage Trail	Old Bagdad Hwy	through opposite Madura to County Park. Design of 4,280' multi-use path and crossing over Pond Creek
3	Michigan Avenue/ Saufley Field Rd Sidewalks	Denver Avenue	NAS Saufley Field	Project will provide a complete pedestrian facility, 5- foot sidewalks on both sides, by connecting existing sidewalks within the corridor. Distance is approximately 1.87 miles.
4	King Middle School Sidewalk Connection	See Des	scription	Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a <u>connector</u> between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St.
5	Henry Street Sidewalk	Main St/Old Bagdad Hwy	Historic Milton Train Depot	Sidewalk: 4,400 feet of sidewalk on the west side of Henry St (CR191) and pedestrian crossings on bridges over creeks.
6	Hamilton Bridge Rd Sidewalk	East Spencer Field Rd	Jim Dandy Lane (the eastern entrance to Crystal Creek subdivision)	Sidewalk: 5,500 feet of sidewalk on the south side of Hamilton Bridge Rd.

) A / a vlu		Funding		Duounonad	Dronocod	Duouseed	Duouseed	Dueneed
Work Program #	Project Description	Source	%	Proposed 2013	Proposed 2014	Proposed 2015	Proposed 2016	Proposed 2017
	TD Escambia Trip &	bource	70	-010	-01.	-010	-010	2017
	Equipment	State	90	517,784	517,784	517,784	517,784	517,784
	TD Santa Rosa Trip &	State	50	517,701	517,701	517,701	517,701	517,701
	Equipment	State	90	303,980	303,980	303,980	303,980	303,980
	TD Escambia Planning	State	100	23,387	23,387	213,387	23,387	23,387
	TD Santa Rosa Planning	State	100	19,968	19,968	19,968	19,968	19,968
	Block Grant (Operating	Juic	100	15,500	15,500	15,500	15,500	15,500
1222571	Assistance)	State	50	730,212	774,933	776,690	783,721	801,298
4222371	Urban Corridor Program	Jiale	50	750,212	774,555	770,050	705,721	001,290
4222591	davis Highway Service	State	100	350,000	400,000	400,000	400,000	420,000
4222331	Preventative Maintenance	State	100	330,000	400,000	400,000	400,000	420,000
4217331	(Enhancement STP/Flex)	FTA	80	125,000	125,000	300,000	300,000	300,000
121/001	Capital projects Section		00	120,000	123,000	300,000	300,000	300,000
4222581		FTA	80	3,200,000	3.200.000	3,200,000	3,200,000	3,200,000
	Section 5311 Non-Urbanized			-,,	-,,	-,,	-,,	-,,
1212681	Area Transportation	State	50	142,000	142,000	142,000	142,000	142,000
4213081	Section 5309 Purchase of	State	50	142,000	142,000	142,000	142,000	142,000
	Buses and Revenue Support							
4202762		FTA	80	1 244 000	1,344,000	1 244 000	1 244 000	1,344,000
4202702	Venicies	ΠA	80	1,344,000	1,344,000	1,344,000	1,344,000	1,344,000
	Service Development (NAS -							
4302871	Downtown - Beach)	State	50	1 498 333	1,498,333	1 504 333		
.502071	FTA 5316 JARC	5.4.0		1,100,000	1,100,000	1,001,000		
	Administration	FTA	100	22,787	22,787	22,787	22,787	22,787
			100	22,707	22,707	22,707	22,707	22,707
	FTA 5316 JARC Capital	FTA	80	100,000	100,000	100,000	100,000	100,000
	FTA 5316 JARC Operating	FTA	50	105,082	105,082	105,082	105,082	105,082
	FTA 5317 New Freedom			,	,	,	,	, -
	Administration	FTA	100	12,783	12,783	12,783	12,783	12,783
	FTA 5317 New Freedom			, -	, -	, -	, -	,
	Capital	FTA	80	81,000	81,000	81,000	81,000	81,000
	FTA 5317 New Freedom			, -	, -	, -	, -	,
	Operating	FTA	50	34,047	34,047	34,047	34,047	34,047

Table 9: FY13-17 Escambia County Area Transit, Santa Rosa Transit, and Transportation Disadvantaged

## **AVIATION PROJECTS**

## TABLE 10: PENSACOLA REGIONAL AIRPORT PROJECT PRIORITIES FY 2013-2017

	2012 (Carry-over from FY 11-15 Priorities)										
Priority	FM Item	Description	Local CIP/PFC/other	FDOT	FAA/Federal	Total					
1	420300	Acquire Land - Air Commerce Park Phase 1	\$ 134,562	\$ 403,687		\$ 538,249					
2	4160501	Parking Garage Expansion**	\$ 35,000,000			\$35,000,000					
3	4296091	Construct public surface parking lot	\$ 1,800,000	\$ 950,000		\$ 2,750,000					
4	TBA	Acquisition of Army Reserve Center	\$ 3,400,000			\$ 3,400,000					
5	4096941	Apron Joint Seal Replacement and line removal	\$ 45,000		\$ 855,000	\$ 900,000					
6	4159441	Terminal Roadway Improvements Phase II	\$ 110,000		\$ 2,090,000	\$ 2,200,000					
7	ТВА	Relocate Fuel Farm Phase 1	\$ 20,000		\$ 380,000	\$ 400,000					
8	TBA	Area-wide Wayfinding signage	\$ 400,000			\$ 400,000					

	2013										
Priority	FM Item	Description	Local CIP/PFC/other		FDOT	FAA/Federal		Total			
1	420300	Acquire Land - Air Commerce Park Phase 1	\$	333,333	\$1,000,000			\$ 1,333,333			
2	TBA	Covered Walkway and Parking Garage Rehabilitation	\$	2,200,000				\$ 2,200,000			
3	TBA	Relocate Fuel Farm _Phase 2	\$	45,000		\$	855,000	\$ 900,000			
4	TBA	Design Retention Pit Improvements	\$	45,000		\$	855,000	\$ 900,000			
5	TBA	Pave Interior Perimeter Road	\$	24,500		\$	465,500	\$ 490,000			
6	TBA	Environmental Assessment for ILS at R/W 35	\$	12,500		\$	237,500	\$ 250,000			
7	4074361	Airfield Pavement and lighting Rehab - design	\$	7,500		\$	142,500	\$ 150,000			
8	4096941	Expand GA Apron - Design	\$	17,550		\$	333,450	\$ 351,000			
9	TBA	Install Pedestrian Sidewalk/Bike Path	\$	300,000	\$ 300,000			\$ 600,000			
10	TBA	Additional GA Ramp - Design	\$	20,000		\$	380,000	\$ 400,000			
11	TBA	Masterplan Update	\$	60,000		\$	1,140,000	\$ 1,200,000			

	2014										
Priority	FM Item	Description	Local CIP/PFC/other				Total				
1	420300	Acquire Land - Air Commerce Park Phase 1	\$	333,333	\$1,000,000		\$ 1,333,333				
2	4054901	Construct Hold pads	\$	60,500		\$ 1,149,500	\$ 1,210,000				
3	TBA	Replace Perimeter Fence	\$	45,000		\$ 855,000	\$ 900,000				
4	TBA	Remove old TRACON Building	\$	50,000		\$ 950,000	\$ 1,000,000				
5	TBA	Purchase replacement ARFF vehicle	\$	35,000		\$ 665,000	\$ 700,000				

	2015										
Priority	FM Item	Description	Local CIP/PFC/other		FDOT	FAA/Federal		Total			
1	ТВА	Acquire Land Commerce Park - Phase 2	\$	166,667	\$ 500,000		\$	666,667			
2	4054931	EA/EIS for GA R/W 17L/35R	\$	11,450		\$ 217,550	\$	229,000			
3	ТВА	Additional GA Ramp Construction	\$	150,000		\$ 2,850,000	\$	3,000,000			
4	ТВА	Strengthen SW Ramp - Design	\$	10,000		\$ 190,000	\$	200,000			
5	ТВА	Purchase Replacement ARFF Vehicle	\$	35,000		\$ 665,000	\$	700,000			

	2016											
Priority	FM Item	Description	Local CIP/PFC/other		FDOT	FAA/Federal	Total					
1	TBA	Acquire Land - Commerce Park - Phase 2	\$	307,297	\$ 921,890		\$ 1,229,187					
2	TBA	Strengthen Cargo Ramp	\$	45,000		\$ 855,000	\$ 900,000					
3	TBA	Design/Build Connecting Taxiways to additional T-Hangers	\$	47,750		\$ 907,250	\$ 955,000					
4	TBA	Strengthen SW Ramp Construction	\$	65,000		\$ 1,235,000	\$ 1,300,000					
5	TBA	Design GA Ramp Expansion	\$	30,000		\$ 570,000	\$ 600,000					

	2017										
Priority	FM Item	Description	Local CIP/PFC/other		FDOT		FA	A/Federal		Total	
1	ТВА	Acquire Land - Commerce Park - Phase 2	\$	500,000	\$1,	500,000			\$	2,000,000	
2	ТВА	Relocate Helicopter Operations	\$	85,000			\$	1,615,000	\$	1,700,000	
3	ТВА	Additional GA Ramp Construction Phase 1	\$	65,000			\$	1,235,000	\$	1,300,000	
4	ТВА	Design Air Cargo Facility Phase 1	\$	400,000					\$	400,000	
5	4119081	EA - R/W 17/35 Extension & ILS	\$	20,000			\$	380,000	\$	400,000	
6	ТВА	Terminal Building Apron Expansion	\$	75,000	\$	75,000	\$2	2,850,000	\$	3,000,000	
7	ТВА	Purchase Replacement ARFF Vehicle	\$	36,150	\$	36,150	\$	686,850	\$	759,150	
8	4096971	Design/Construct Taxiway to the SouthWest	\$	17,550			\$	333,450	\$	351,000	
9	ТВА	Extend Taxiway to additional hangars	\$	50,000			\$	950,000	\$	1,000,000	
10	4119101	Design Air Cargo Facility - Utilities/Buildings/Apron Phase 3	\$	52,500			\$	997,500	\$	1,050,000	
11	4181921	ILS/GPS Approach Runway 17/35 extension	\$	50,000			\$	950,000	\$	1,000,000	
12	ТВА	Construct Air Cargo Facility - Drainage Improvements Phase 1	\$	10,626			\$	201,875	\$	212,501	
13	ТВА	Airfield Pavement & Lighting Rehab - Construction Phase 1	\$	17,500			\$	332,500	\$	350,000	
14	4119111	Design Air Cargo Facility Drainage Improvements Phase 1	\$	1,876			\$	35,625	\$	37,501	
15	ТВА	Design Air Cargo Facility - Utilities/Buildings/Apron Phase 1	\$	52,500			\$	997,500	\$	1,050,000	
16	4074311	Extend Runway 17/35 & ILS Design	\$	37,000			\$	703,000	\$	740,000	
17	TBA	Terminal Building Expansion - Feasibility Study	\$	12,500	\$	12,500	\$	475,000	\$	500,000	

### **AVIATION PROJECTS**

# TABLE 11:PETER PRINCE FIELD PROJECT PRIORITIESFY 2013-2017

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	417761	Construct/Expand/	56,000	224,000		280,000
-		Remove/Modify/				ŕ
		<b>Relocate T-Hangars</b>				
2	TBA	Rehabilitate Runway	38,562	38,562	1,465,376	1,542,500
3	ТВА	Construct/Expand/	120,000	480,000		600,000
U		Remove/Modify/				ŕ
		<b>Relocate T-Hangars</b>				

### 

## 

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Rehabilitate Runway	38,562	38,562	1,465,376	1,542,500

## 

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Construct Taxiway	4,031	4,031	153,188	161,250
_		(Standards)				

#### 

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Construct Taxiway	7,100	7,100	269,800	284,000
_		(Standards)				

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Construct/Expand	120,000	480,00		600,000
-		Remove/Modify/				
		<b>Relocate T-Hangars</b>				

## **SEAPORT PROJECTS**

#### **TABLE 12: PORT OF PENSACOLA PROJECT PRIORITIES** FY 2013-2017

Project	2013	Share	2014	Share	2015	Share	2016	Share	2017	Share	Project	Share
1. America's Marine Highways Terminal Development TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES	3,000,000 (1) (2)	1,500,000 (4) (5)									4,500,000	1,500,000
3. Berth 6 Rehabilitation TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES	1,950,000 (1)	650,000 (4)									2,600,000	650,000
4. Berth 6 Fender System Replacement TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES			1,200,000 (1)	600,000 TBD							1,800,000	600,000
5. Terminal Improvements					1,000,000 TBD	500,000 TBD	1,000,000 TBD	500,000 TBD	500,000 TBD	250,000 TBD	3,750,000	1,250,000
Totals	4,950,000	2,150,000	1,200,000	600,000	1,000,000	500,000	1,000,000	500,000	500,000	250,000	12,650,000	4,000,000

Notes:

(1) Florida Seaport Transportation Economic Development Council (FSTED) - Project Pending Approval(2) USDOT - Maritime Administration Project Funding - Pending Application and Approval

(4) Port Funds

(5) Private Investment

# Appendix A

# Northwest Florida Regional Transportation Planning Organization (RTPO) TRIP Priorities

The RTPO identifies Transportation Regional Incentive Program (TRIP) Project Priorities for the Florida-Alabama TPO Okaloosa-Walton TPOs. The RTPO will adopt the TRIP Priorities at their June meeting; once the list is adopted it will be added to this document.

Gene Valentino Chairman

Beverly Zimmern Vice Chairman



P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road, Suite A, 32514 P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

June 20, 2011

Secretary Tommy Barfield Florida Department of Transportation, District Three P. O. Box 607 Chipley, FL 32428

#### RE: FY2012 Transportation Regional Incentive Program (TRIP) Project Priorities

Dear Secretary Barfield,

The Northwest Florida Regional Transportation Planning Organization (RTPO) is a partnership between the Florida-Alabama TPO and the Okaloosa-Walton TPO, thereby making it eligible for TRIP funding.

On June 15, 2011, the RTPO met to consider priorities for FY2012 TRIP applications that have been forwarded to the Department. The RTPO unanimously approved by adoption of Resolution NWFL 11-02 (attached) the following TRIP projects for submittal to the Department:

PROJECT	
Pinestead-Longleaf Corridor	
Destin Connector, Beach Drive to Benning Drive	

The RTPO specifically wanted FDOT to note that while the applicants had ranked themselves on the provided ranking sheets from the RTPO staff, the RTPO did not feel it necessary to prioritize the projects. It is the hope of the RTPO that there will be adequate funding for both submitted projects.

**PROJECT APPLICANT** 

Escambia County City of Destin

The RTPO appreciates the opportunity to submit TRIP applications. If you have any questions regarding the applications, please feel free to contact me at (800) 226-8914 x228, or Marybeth.washnock@wfrpc.org.

Sincerely, Mary Beth Washnock **RTPO** Coordinator

Copy: Jason Alderman, FDOT Alicia Woodham, FDOT Jim DeVries, FDOT



"...a regional partnership serving Escambia, Santa Rosa, Okaloosa, and Walton Counties..."

# Appendix B

Bicycle/Pedestrian Project Priorities

## FY13-17 Bicycle & Pedestrian Priorities

Priority	Road Name	From	То	Mode	Recommended FacilityType/Improvement	LOS Bicycle	LOS Pedestrian	LOS Vehicle	Total Cost	Benefit-Cost Index	PriorityTier	Segment ID
1	Navy Blvd Alternate Bike Route Old Corry Field Road	Barrancas Ave	Navy Blvd	Bicycle	Bicycle Improvement and Signage 1.236 miles	D		В	n/a		5	
2	Navy Blvd	Gulf Beach Hwy	Pace Blvd	Bicycle Pedesrtian	3.38 miles Access Management on Navy Blvd	С	D	С	\$916,295*		3	
3	Davis Highway	Fairfield Drive	Schubert Drive	Bicycle	2.785 miles, Designated bike lane if possible or re- stripe for wide outside lane	E		В	\$1,395,947	0.09	3	
4	Davis Highway(to include Alt.90 portion, sometimes referred to as 9 mile)	Forsyth St	Scenic Highway	Bicycle	2.462 miles, Designated Bike Lane if possible/If not, Re-stripe for wide outside lane. Conversion of un- utilized on-street parking between US90 overpass and Scenic Hwy to a designated bike lane	E		В	\$59,310**	4.82	4	
5	9 <sup>th</sup> Avenue	Creighton Rd	Bayou Blvd	Bicycle	2.041 miles, Designated bike lane if possible or re- stripe for wide outside lane	Е		С	\$49,168**		2 &3	
6	9 <sup>th</sup> Avenue	Cervantes St	Bayfront Pkwy	Bicycle	0.858 miles Designated bike lane if possible or re- stripe for wide outside lane	D		С	\$19,165**		2	
7	Sorrento Rd/ Gulf Beach Hwy	CR 297	Patton Dr	Pedestrian	3.75 miles Sidewalks both sides		E	C/F (2 SEGME NTS)	\$2,775,173*		2	
8	Johnson Ave	US 29	Olive Rd	Bike	6.135 miles Paved shoulders	N/A		N/A	\$121,338**		n/a	
9	Langley Ave	Scenic Heights Elem School	Leesway Blvd	Pedestrian	Medians and pedestrian crossing		N/A	N/A	\$6,818*		n/a	
	US 98 Gulf Islands National Seashore	3 Mile Bridge	Fairpoint Drive	ł	2.07 miles Paved with shoulders and signage	N/A		N/A				
	Eastbound alternative route	Fairpoint Drive Sunset Drive	Sunset Drive Shoreline Dr	Bicycle		N/A N/A		N/A N/A	\$40,940**		n/a	1
10		Shoreline Drive	US 98	t		N/A		N/A				1
	US 98 Gulf Islands National Seashore	McClure	Joachim		0.931 miles	N/A	N/A	N/A				
	Westbound alternative route	Joachim	Daniel	t		N/A	N/A	N/A	\$18,413**		n/a	1
		N. on Daniel / Kenilworth	Northcliff	1		N/A	N/A	N/A	φ10, <del>4</del> 13		1/a	
11		Northcliff	US 98			N/A	N/A	N/A				l
	Park Ave	SR 89	Byrom St	Pedestrian	0.505 miles sidewalks north side		NI/A	N1/A	\$224 260*		2/2	
12		Byrom St SR 87	SR 87 Blackwater Heritage Trail	Pedestrian Pedestrian	0.27 miles Sidewalks south side .073 miles sidewalks on both sides		N/A	N/A	\$221,269*		n/a	
12	Creighton Road SR 742	Plantation Rd	Davis Highway	Bicycle	Restripe Candidate	D		С	\$8,672	4.08	I	171.1
14	Garden Street/Alcaniz SR 30 (US 98)	Tarragona Street	Gregory Street	Bicycle	Road Diet Candidate	D		D	\$9,346	3.21	I	150.2
15	12th Avenue	Fairfield Drive	Bayou Boulevard	Bicycle	Restripe Candidate	D		В	\$16,140	2.41	I	2.0
16	E Street CR 443	Cross St	Texar Drive	Bicycle	Restripe Candidate	D		С	\$7,516	2.33	1	53.3
17	SR 95 (US 29)	Pace Boulevard/SR 292	Brent Lane/SR 296	Bicycle	Restripe Candidate	E		В	\$16,189	2.22	1	197.0
18	Saufley Field Road CR 296 Main Street	Muldoon Rd A Street	Mobile Highway Baylen Street	Bicycle Bicycle	Restripe Candidate Road Diet Candidate	F		F	\$17,405 \$27,836	1.24	1	33.1 70.0
19	Gulf Beach Highway SR 292	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Bicycle	Restripe Candidate	D		F	\$37,380	0.99		123.0
20 21	9th Avenue SR 289	Bayou Boulevard/SR 296	Langley Avenue	Pedestrian	Add Sidewalk (Minor Regrading)	0	D	c	\$58,081	0.88		9.0
21	17th Street	Bayfront Parkway	S of RR Tracks	Pedestrian	Add Sidewalk (Minor Regrading)		North E South D	N/A	\$37,287	0.79	I	213.0
22	Fairfield Drive SR 295	New Warrington Road, Leg C	W Street/CR 453	Pedestrian	Add Sidewalk (Minor Regrading)		D	В	\$29,399	0.63	I	132.0
24	Scenic Highway SR 10A(US 90)	Strong Street	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)		D	С	\$43,884	0.62	I	84.0
25	SR 10 (US 90)	SR 281/Avalon Boulevard	SR 87/Stewart Street	Bicycle	Restripe Candidate	D		D	\$55,889	0.53	I	90.0
26	Chiefs Way SR 294	SR 295/New Warrington Road	US 98/Navy Boulevard	Bicycle	Add Paved Shoulders - Minor	D		D	\$38,051	0.49	I	127.0
27	Garden Street/Alcaniz SR 30 (US 98)	Tarragona Street	Gregory Street	Pedestrian	Add Sidewalk (Minor Regrading)		East C West D	D	\$35,136	0.49	I	150.2
28	Chiefs Way SR 294	SR 295/New Warrington Road	US 98/Navy Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)		C/D	D	\$24,093	0.47	I	127.0
29		North Palafox Street	9th Ave	Pedestrian	Add Sidewalk (Minor Regrading)		D	С	\$58,799	0.46	I	139.0
30	E Burgess Road SR 742	Plantation Road	Davis Highway/SR 291	Bicycle	Add Paved Shoulders - Major	E		С	\$63,676	0.45	I	11.0
31	Bayou Boulevard & Perry Avenue SR 296	Hyde Park Road	Baldwin Avenue	Bicycle	Add Paved Shoulders - Minor	D		С	\$80,857	0.45	I	134.1
32	Bayou Boulevard & Perry Avenue SR 296	Hyde Park Road	Baldwin Avenue	Pedestrian	Add Sidewalk (Minor Regrading)		North C South E	С	\$73,140	0.43	I	134.1
33	17th Street	Bayfront Parkway	S of RR Tracks	Bicycle	DCSN	Е		N/A	\$70,932	0.43	I	213.0
34	Fairfield Drive SR 727	Bruce St	Mobile Highway/US 90/SR 10A	Bicycle	Add Paved Shoulders - Minor	D		F	\$77,687	0.42	I	167.2
35	17th Street	S of RR Tracks	Cervantes Street/SR 10A/US 90	Bicycle	DCSN	E		N/A	\$99,305	0.41	1	213.1
36	W Burgess Road SR 742	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Bicycle	Add Paved Shoulders - Major	E	North C	В	\$113,422	0.36	I	169.0
37	Navy Boulevard SR 295	Bayou Grande Bridge NE	SR 292/Barrancas Avenue	Pedestrian	Add Sidewalk (Minor Regrading)		North C South D	С	\$34,777	0.36	I	128.0

Priority	Road Name	From	То	Mode	Recommended FacilityType/Improvement	LOS Bicycle	LOS Pedestrian	LOS Vehicle	Total Cost	Benefit-Cost Index	PriorityTier	Segment ID
38	12th Avenue	Fairfield Drive	Bayou Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)		South D North E	В	\$96,085	0.35	I	2.0
39	Bayou Boulevard & Perry Avenue SR 296	Baldwin Avenue	DuPont Drive	Bicycle	Add Paved Shoulders - Minor	North D South E		С	\$106,224	0.35	I	134.2
40	Davis Highway SR 291	University Parkway	Nine Mile Road/SR 10/US 90A	Pedestrian	Add Sidewalk (Minor Regrading)		D	В	\$68,192	0.34	I	117.0
41	Lillian Highway SR 298	Blue Angel Parkway/SR 173	Fairfield Drive/SR 727	Bicycle	Add Paved Shoulders - Major	E		С	\$135,310	0.31	I	137.0
42	9th Avenue SR 289	Dunmire St	Beau Terra Ln	Bicycle	DCSN	E		D	\$146,593	0.31	I	10.2
43	Jackson Street CR 298A	W Street	Pace Blvd	Bicycle	Add Paved Shoulders - Minor	D		В	\$84,028	0.30	I	46.0
44	Fairfield Drive SR 727	Bruce St	Mobile Highway/US 90/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)		F	F	\$140,543	0.29	I	167.2
45	Saufley Field Road CR 296	Blue Angel Parkway	Muldoon Rd	Pedestrian	Add Sidewalk (Minor Regrading)		F	F	\$124,337	0.28	I	33.0
46	Scenic Highway SR 10A(US 90)	I-10/SR 8	Baybrook Dr	Pedestrian	Add Sidewalk (Major Regrading)		E	С	\$125,398	0.28	I	87.0
47	Bayou Boulevard & Perry Avenue SR 296	Baldwin Avenue	DuPont Drive	Pedestrian	Add Sidewalk (Minor Regrading)		North D South E	С	\$115,302	0.28	I	134.2
48	Sorrento Road SR 292	Gulf Beach Hwy	Doug Fort Drive	Bicycle	Add Paved Shoulders - Major	E		С	\$159,189	0.28	I	120.1
49	Main Street	Baylen Street	Tarragona Street	Bicycle	DCSN	D		F	\$118,221	0.27	I	71.0
50	E Street CR 443	Yonge St	Cross St	Bicycle	DCSN	South A North D		С	\$94,576	0.27	I	53.2
51	Fairfield Drive SR 295	Davis Hwy	SR 289/9th Avenue	Bicycle	DCSN	Е		D	\$184,424	0.26	I	133.4
52	E Burgess Road SR 742	Plantation Road	Davis Highway/SR 291	Pedestrian	Add Sidewalk (Major Regrading)		E	С	\$111,465	0.26	I	11.0
53	Gregory Street/1 Way WB SR 30 (US 98)	9th Street	Bayfront Parkway/Chase Street	Pedestrian	Add Sidewalk (Minor Regrading)		E	С	\$97,519	0.26	I	151.1
54	Olive Road SR 290	9th Avenue/SR 289	Scenic Highway/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)		D	С	\$93,361	0.25	I	111.0
55	Navy Boulevard SR 295	US 98	SR 295/New Warrington Road	Bicycle	DCSN	D		E	\$174,966	0.25	I	129.1
56	W Street CR 453	Cervantes Street	Fairfield Drive	Pedestrian	Add Sidewalk (Minor Regrading)		с	В	\$79,306	0.24	I	57.0
57	Bauer Road CR 293	Sorrento Road	Meadson Rd	Pedestrian	Add Sidewalk (Major Regrading)		South C North D	В	\$69,666	0.23	I	29.0
58	New Warrington Road SR 295	US 98/Navy Boulevard	Martha Lane	Bicycle	Add Paved Shoulders - Minor	E		E	\$220,376	0.23	I	130.0
59	Mobile Highway SR 10A (US 90)	Bellview Ave	Pine Forest Road/CR 297	Pedestrian	Add Sidewalk (Major Regrading)		E	В	\$181,131	0.23	I	76.3
60	Sorrento Rd /Gulf Beach Highway SR 292	Blue Angel Parkway/SR 173	Dog Track Rd	Bicycle	Add Paved Shoulders - Major	Е		С	\$191,027	0.23	I	122.0
61	SR 30 (US 98)	Fairpoint Drive	Bay Bridge Drive	Bicycle	DCSN	E		С	\$208,068	0.23	I	153.0
62	Main Street	A Street	Baylen Street	Pedestrian	Add Sidewalk (Minor Regrading)		West C East D	В	\$100,388	0.22	I	70.0
63	Bayou Boulevard & Perry Avenue SR 296	Cervantes Street/US 90/SR 10A	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)		North C South E	С	\$146,279	0.21	I	134.0
64	New Warrington Spur SR 295	Martha Lane	Mobile Highway Interchange	Pedestrian	Add Sidewalk (Minor Regrading)		North C South E	E	\$152,016	0.20	I	130.1
65	Jackson Street CR 298A	W Street	Pace Blvd	Pedestrian	Add Sidewalk (Minor Regrading)		East C West D	В	\$121,613	0.20	I	46.0
66	SR 95 (US 29)	Tree St	Morris Ave	Pedestrian	Add Sidewalk (Minor Regrading)		North D South E	В	\$120,465	0.19	I	200.1
67	Olive Road SR 290	Davis Highway/SR 291	Kipling St	Pedestrian	Add Sidewalk (Major Regrading)		E	F	\$239,650	0.19	I	110.0
68	Mobile Highway SR 10A (US 90)	Massachussetts Ave	Saufley Field Road/CR 296	Pedestrian	Add Sidewalk (Major Regrading)		E	В	\$191,580	0.19	I	76.1
69	Jackson Street CR 298A	Pace Blvd	A Street	Pedestrian	Add Sidewalk (Minor Regrading)		East B West D	в	\$134,806	0.19	I	46.1
70	Pensacola Beach Boulevard CR 399	N end of Bob Sikes Bridge (Escambia County Line)	Via de Luna	Pedestrian	Add Sidewalk (Minor Regrading)		South C North D	N/A	\$71,706	0.18	I	51.0
71	W Burgess Road SR 742	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Pedestrian	Add Sidewalk (Major Regrading)		E	В	\$198,547	0.18	Т	169.0
72	E Burgess Road SR 742	Confederate Dr	Creighton Road	Pedestrian	Add Sidewalk (Major Regrading)		E	С	\$215,963	0.18	1	170.1
73	Davis Highway SR 291	Brent Lane/SR 296	Burgess Road/SR 742	Pedestrian	Add Sidewalk (Minor Regrading)		E	В	\$293,534	0.17	Т	114.0
74	Fairfield Drive SR 727	65th Ave	Bruce St	Pedestrian	Add Sidewalk (Minor Regrading)		F	F	\$278,217	0.17	I	167.1
75	E Burgess Road SR 742	Sanders Street	Lanier Drive	Pedestrian	Add Sidewalk (Major Regrading)		D	В	\$87,082	0.17	I	13.0
	*Estimated Cost was taken from previous B **Estimated Cost was developed using the	•	an Master Plan			_		_				

# Appendix C

Traffic Signal Timing Project Priorities

#### Area Wide Coordinated Signal Timing Program - Year 2 Signal List as of Final Involce June 2010

#### Escambia County

Syste	em E2			Level of Service	Cost
1		1.	Fairfield Dr./Hollywood Dr.	2	\$3,198,90
2		2.	Fairfield Dr./Ruby Ave	2	\$3,198.90
3		З.	Fairfield Dr./South Dakota St./Lowe's	3	\$7,132.84
4		4.	Mobile Hwy/Fairfield Dr.	3	\$7,132.84
5		5.	Mobile Hwy/Cherokee Tr./Wal-Mart	3	\$7,132.84
6		6.	Mobile Hwy/Edison Dr.	3	\$7,132.84
Syste	em E10				
1		7.	Fairfield Dr./Pace Blvd	3	\$7,132.84
2		8.	Fairfield Dr./L St	3	\$7,132.84
3		9.	Fairfield Dr./Texar Dr.	3	\$7,132.84
4		10.	Fairfield Dr./Palafox St	3	\$7,132.84
5		11.	Palafox St/Texar Dr	2	\$3,198.90
6		12.	Texar Dr./E St	2	\$3,198.90
7		13.	Pace Blvd/Herman St	2	\$3,198.90
8		14.	Pace Blvd/Leonard St/St. Mary Ave	2	\$3,198,90
Current		101511	(Combine with Same TOD Plane)		
	em E4/E	<u>13/⊟14</u> 15.	(Combine with Same TOD Plans) US 29/Hood Dr.	3	e7 499 p.4
1		16.	US 29/Detroit Blvd	3	\$7,132.84 \$7,132.84
2			US 29/Broad St.		. ,
3		17.		. 3	\$7,132.84
4		18.	US 29/Diamond Diary Rd	3	\$7,132.84 \$7,132.84
5		19. 20	US 29/Burgess Rd	3	\$7,132.84
6 7		20. 21.	US 29/Pinestead Rd US 29/"W" St	3	\$7,132.84 \$7,132.84
7 8		21. 22,	US 29/ W St US 29/Stumpfield Rd/Marcus Pt	3	\$7,132.84 \$7,132.84
9		22. 23.	US 29/Industrial Blvd	3	\$7,132.84
9 10		23. 24.	US 29/Airport Blvd	3	\$7,132.84
10		24.		5	ψι, 102,04
<u>Syste</u>	<u>m E2</u>				
1		25.	Mobile Hwy/Marlane Dr/Cerny Rd	3	\$7,132.84
2		26.	Mobile Hwy/Massachusetts Ave	3	\$7,132.B4
3		27.	Mobile Hwy/New Warrington Rd	<u>,</u> 3	\$7,132.84
4		28,	New Warrington Rd/Lillian Hwy	2	\$3,198.90
1	29	Texa	ar and MLK	2	\$3,198.90
2	30	Texa	ar and Davis Hwy	2	\$3,198,90
3	31	Texa	ar and 9th	2	\$3,198.90
4	32	Sorr	ento Rd and Bauer Rd	2	\$3,198.90
5	33	Perc	lido Key Blvd at Interarity Pt	2	\$3,198.90
				Subtotal - Esc Co.	\$188,176.44
Santa	a Rosa (	County			
				_	
1		34.	US 98 & SR 87	2	\$3,198.90
2		35.	US 98 & Navarre Beach Causeway	2	\$3,198.90
3		36.	US 98 & Winn Dixie	2	\$3,198.90
- 4 ··· ·		37.	US 98 & Panhandle Trail		\$3,198.90
5		38.	US 98 & Wal-Mart	2	\$3,198.90
6	40	39.	US 98 & Wispering Pines	2 2	\$3,198.90
7	40		S 98 and Andora (Publix)		\$3,198.90
8	41		S 98 and Orion Parker	2	\$3,198.90
9		42.	US 90/Avaion	2	\$3,198.90
10		43.	US 90/K-mart	2	\$3,198.90
11		44. 45	US 90/Parkmore Plaza Dr	2	\$3,198.90
12		45 46	US 90/Glover Ln US 90/SR 89 (Dogwood Dr)	2 <sup>·</sup> 2	\$3,198.90
13 14		46. 47	US 90/SR 87 (Stewart St)	2	\$3,198.90 \$3,198.90
14 15		47. 48.	US 90/CR 191 (Canal St)	2	\$3,198.90 \$3,198.90
15 16		48. 49.	US 90/Elmira St	2	\$3,198.90
10		49. 50.	US 90/Willing St	2	\$3,198.90 \$3,198.90
		00.		2	40,000

#### Area Wide Coordinated Signal Timing Program - Year 2 Signal List as of Final Invoice June 2010

			Subtotal - SR Co.	\$54,381.30
<u>City of Pensi</u>	acola			
1	51.	Garden St/Tarragona St	3	\$7,132.84
2	52.	Garden St/Jefferson St	3	\$7,132.84
3	53.	Garden St/Palafox St	3	\$7,132.84
4	54.	Garden St/Baylen St	3	\$7,132.84
5	55.	Garden St/Spring St	3	\$7,132.84
6	56.	Garden St/A St	3	\$7,132.84
7	57,	Garden St/Barrancas Ave	3	\$7,132.84
B	58.	Garden St/E St	2	\$3,198.90
9	59.	Garden/Navy & Pace Blvd	2	\$3,198,90
10	60.	Navy Blvd/W St	2	\$3,198.90
11	61.	Creighton/Wal-Mart	2	\$3,198.90
12	62.	Creighton/Tippin Ave	2	\$3,198.90
13	63.	Fairfield/9 <sup>th</sup> Ave	2	\$3,198.90
14	64.	Fairfield/12 <sup>th</sup> Ave	2	\$3,198.90
15	65,	12 <sup>th</sup> Ave/Summit	2	\$3,198.90
16	66.	12 <sup>th</sup> Ave/Airport	2	\$3,198.90
17	67.	12 <sup>th</sup> Ave/College Pkwy	2	\$3,198.90
18	68.	US 90 (Cervantes St)/Perry	2	\$3,198.90
19	69.	US 90 (Cervantes St)/17 <sup>th</sup> Ave	2	\$3,198.90
20	70.	US 90 (Cervantes St)/12 <sup>th</sup> Ave	2	\$3,198.90
21	71.	US 90 (Cervantes St)/"A" St	2	\$3,198.90
22	72.	US 90 (Cervantes St)/"E" St	2	\$3,198,90
23	73.	US 90 (Cervantes St)/Pace Blvd	2	\$3,198.90
24	74.	US 90 (Cervantes St)/"S" St	2	\$3,198.90
25	75.	Airport Blvd/K-mart Shopping Center	2	\$3,198.90
26	76.	Airport Blvd/College Pkwy	2	\$3,198.90
27	77.	Airport Blvd/Lowes	2	\$3,198.90
28	78.	Airport Blvd/Cobblestone Dr.	2	\$3,198,90
29	79.	Airport Blvd/Davis Hwy	2	\$3,198.90
30	80.	Bayo⊔ Blvd/12 <sup>th</sup> Ave	2	\$3,198,90
31	81.	Bayou Blvd/Target Shopping Center	2	\$3,198.90
32	82.	Bayou Blvd/Rave Theatre	2	\$3,198,90
33 83		Bayfront at Chase St	3	\$7,132.84
34 84		Bayfront at 17th Ave	3	\$7,132.84
			Subtotal - City	\$144,168.06

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Grand Total - Year 2

\$386,725.80

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#### Escambia County

	System E-1	Level of Service	Cost	
1	US 98/Navy Exchange-PJC	3		\$7,132.84
2	US 98/VA Clinic (new master)	3		\$7,132.84
3	US 98/Navy Hospital	3		\$7,132.84
4	US 98/61st Ave	3		\$7,132.84
5	US 98/72nd Ave	3		\$7,132.84
6	US 98/Fairfield Dr	3		\$7,132.84
7	US 98/Blue Angel Pkwy	3		\$7,132.84
	System P-6			
8	W St/Jackson St	2		\$3,198.90
9	W St/Cervantes-Mobile Hwy	2		\$3,198.90
10	W St/Avery St	2		\$3,198.90
11	W St/Scott St	2		\$3,198.90
	System E-12			
12	Davis Hwy/Johnson Ave	4		\$2,158.19
13	Davis Hwy/Klinger St	4		\$2,158.19
14	Davis Hwy/University Pkwy	4		\$2,158.19
15	Davis Hwy/Olive Rd (Master)	4		\$2,158.19
16	Davis Hwy/Northcross/McDonalds	4		\$2,158.19
17	Davis Hwy/I-10 North Side Ramp	4		\$2,158.19
		·		<i>q</i> 2,100.10
	System E-8			
18	Davis Hwy/I-10 South Side Ramp	4		\$2,158.19
19	Davis Hwy/Bloodworth Ln (Master)	4		\$2,158.19
20	Davis Hwy/Creighton Rd	4		
20 21	Davis Hwy/Burgess Rd	4		\$2,158.19 \$2,158.10
21	Davis nwy/Durgess itu	4		\$2,158.19
22	Davis Hwy/Langley (City)	4		¢2 159 10
22	Davis Hwy/Airport Blvd	4		\$2,158.19
23	Davis Hwy/Alipolt Bivu	4		\$2,158.19
	Sustan E 14			
24	<u>System E-14</u> W St/Airport Blvd	2		¢7 400 04
24	W SI/Alipon Bivu	3		\$7,132.84
	Non Sustama			
~~	Non-Systems	2		<b>*</b> 0.400.00
26	Fairfield Dr/Lillian Hwy	2		\$3,198.90
27	Fairfield Dr/Patricia Dr/72nd Ave	2		\$3,198.90
28	Blue Angel Pkwy/Dog Track Rd	2		\$3,198.90
29	Blue Angel Pkwy/Lillian Hwy	2		\$3,198.90
30	Blue Angel Pkwy/Muldoon Rd	2		\$3,198.90
31	Blue Angel Pkwy/Saufley Field Rd	3		\$7,132.84
32	Blue Angel Pkwy/Mobile Hwy	3		\$7,132.84
33	Brent Ln/Beverly Pkw/Palafox St/Pensacola Blvd	3		\$7,132.84
34	Beverly Pkwy/W St	3		\$7,132.84
35	Michigan Ave/Memphis Ave	2		\$3,198.90
36	Michigan Ave/Mobile Hwy	3		\$7,132.84
37	Saufley Field Rd/Muldoon Rd	2		\$3,198.90
		subtotal - Esc. Co.	\$	153,813.10
	City/County Signals			
38	Airport Blvd/Old Palafox	2		\$3,198.90
39	Airport Blvd/US 29 (review for coordination)	4		\$2,158.19
40	Airport Blvd/Hancock (review for coordination)	4		\$2,158.19
41	Airport Blvd/I-110 SB (review for coordination)	4		\$2,158.19
42	Airport Blvd/I-110 NB (review for coordination)	4		\$2,158.19
43	Fairfield Dr/I-110 SB (review for coordination)	4		\$2,158.19
44	Fairfield Dr/Davis Hwy (review for coordination)	4		\$2,158.19
45	Davis Hwy/I-110 NB (review for coordination)	4		\$2,158.19
46	Brent Ln/Davis Hwy	4		\$2,158.19
47	Brent Ln/I-110 NB	4		\$2,158.19
48	Brent Ln/I-110 SB	4		\$2,158.19
49	Brent Ln/Rawson Ln	4		\$2,158.19
50	Mobile Hwy (US90)/Green St	2		\$3,198.90
51	Mobile Hwy/Cervantes (US90)/W St	3		\$7,132.84
52	Mobile Hwy (US90)/New Warrington Rd (review for coord			\$2,158.19
		subtotal - City/Cty		\$39,428.92
				,

	Santa Rosa County		
53	US 90/Woodbine Rd	2	\$3,198.90
54	US 90/Chumuckla Hwy	2	\$3,198.90
55	US 90/W Spencer Field Rd	2	\$3,198.90
56	US 90/E Spencer Field Rd	2	\$3,198.90
57	US 90/Target Shopping Center	3	\$7,132.84
58	US 90/Home Depot	3	\$7,132.84
59	US 90/Wal Mart Shopping Center	3	\$7,132.84
60	US 90/Bell Ln	3	\$7,132.84
61	US 90/Ward Basin Rd	3	\$7,132.84
62	US 90/SR 87	3	\$7,132.84
63	SR 89/Hickory Hammock Rd	2	\$3,198.90
64	SR 89/Berryhill Rd	2	\$3,198.90
65	SR 87/Berryhill Rd	2	\$3,198.90
66	SR 87/Park Ave	2	\$3,198.90
67	Woodbine/Chumuckla Hwy/Quintette Rd/Berryhill Rd	3	\$7,132.84
	subtot	tal - SR County	\$75,521.08
		•	
	City of Gulf Breeze		
68	US 98/Fairpoint Dr	1	\$1,700.00
69	US 98/Daniel Dr	1	\$1,700.00
70	US 98/Gulf Breeze Hospital	1	\$1,700.00
71	US 98/Gondolier-Kelton	1	\$1,700.00
	subtot	tal - Gulf Breeze	\$6,800.00
	City of Pensacola		
72	Palafox/Leonard	2	\$3,198.90
73	Palafox/Maxwell	2	\$3,198.90
74	Palafox/Jordan	2	\$3,198.90
75	Palafox/Blount	2	\$3,198.90
76	Palafox/Cervantes	3	\$7,132.84
77	Palafox/Wright	3	\$7,132.84
78	Palafox/Gregory	3	\$7,132.84
79	Palafox/Chase	3	\$7,132.84
80	Gregory/Alcaniz	3	\$7,132.84
81	Gregory/Tarrogona	3	\$7,132.84
82	Gregory/Jefferson	3	\$7,132.84
83	Gregory/Spring	3	\$7,132.84
84	Chase/Baylen	3	\$7,132.84
85	Chase/Tarragona	3	\$7,132.84
86	Scenic Hwy/Creighton Rd	3	\$7,132.84
87	Scenic Hwy/Langley Ave	3	\$7,132.84
88	Scenic Hwy/Summit Blvd	3	\$7,132.84
89	Main St/Barrancas Ave	2	\$3,198.90
90	Main St/Palafox St	3	\$7,132.84
91	Main St/A St	2	\$3,198.90
92	Main St/E St	2	\$3,198.90
93	Spanish Trail/Summit Blvd	2	\$3,198.90
94	Spanish Trail/Langley Ave	2	\$3,198.90
95	E St/Avery St	2	\$3,198.90
96	E St/Moreno St	2	\$3,198.90
		Subtotal - City	\$135,047.66

Grand Total - Year 3

\$410,610.76

# Appendix D

# Pedestrian-Actuated Signal Project Priorities (Project # 4079381)

### **Proposed Pedestrian Actuated Signals List for 2011 and 2012**

#### 2011 Escambia County (407938-2-52-01):

- SR 295 (Fairfield Dr.) at CR 453 (W Street)
- SR 295 (Fairfield Dr.) at SR 292 (Pace Blvd.)
- SR 295 (Fairfield Dr.) at 12<sup>th</sup> Avenue
- SR 289 (N 9<sup>th</sup> Ave.) at Cordova Mall/Sacred Heart Hospital entrance
- SR 292 (Gulf Beach Hwy.) at Fairfield Dr.
- SR 297 (Pine Forest Rd.) at Wilde Lake Dr.
- SR 297 (Pine Forest Rd.) at I-10 WB Off-Ramp
- SR 95 (Pensacola Blvd.) at Broad St.
- CR 296 (Saufley Field Rd.) at SR 173 (Blue Angel Pkwy.)
- CR 296 (Saufley Field Rd.) at Muldoon Rd.
- SR 727 (Fairfield Dr.) at Patricia Dr./72<sup>nd</sup> St.
- SR 727 (Fairfield Dr.) at 61<sup>st</sup> Ave.
- SR 10/US 90 (Nine Mile Rd.) at SR 297 (Pine Forest Rd.)
- SR 10/US 90 (Nine Mile Rd.) at US 29 Southbound
- SR 10/US 90 (Nine Mile Rd.) at US 29 Northbound
- SR 10/US 90 (Nine Mile Rd.) at SR 95A (Old Palafox St.)
- SR 10A (Scenic Hwy.) at US 90A (Davis Hwy.)
- SR 173 (Blue Angel Pkwy.) at SR 298 (Lillian Hwy.)
- SR 173 (Blue Angel Pkwy.) at Muldoon Rd.

#### 2011 Santa Rosa County (407938-3-52-01):

- SR 30 (US 98) at Baptist Gulf Breeze Hospital
- SR 30 (US 98) at Oriole Beach Rd.
- Woodbine Rd. (CR 197A) at Chumuckla Hwy. (CR 197)/Quintette Rd. (CR 184)

#### 2012 Escambia County (407938-2-52-02):

- SR 95 (Pensacola Blvd.) at Detroit Blvd.
- SR 95 (Pensacola Blvd.) at Hood Dr.
- CR 749 (Chemstrand Rd.) at E. Kingsfield Rd.
- SR 173 (Blue Angel Pkwy.) at SR 292 (Sorrento Rd.)
- SR 173 (Blue Angel Pkwy.) at CR 297 (Dog Track Rd.)
- SR 173 (Blue Angel Pkwy.) at SR 30 (US 98)
- CR 95A (Old Palafox Hwy.) at Hancock Ln.
- CR 95A (Old Palafox Hwy.) at W. Burgess Rd.
- CR 95A (Old Palafox Hwy.) at SR 290 (Olive Rd.)
- CR 95A (Old Palafox Hwy.) at Ensley St.
- CR 95A (Old Palafox Hwy.) at Hood Dr.
- SR 292 (Sorrento Rd./Gulf Beach Hwy.) at CR 293 (Bauer Rd.)
- SR 750 (Airport Blvd.) at Lowes Entrance
- SR 295 (New Warrington Rd.) at SR 298 (Lillian Hwy.)

#### 2012 Santa Rosa County (407938-3-52-02):

- SR 10 (US 90) at CR 197A (Woodbine Rd.)
- SR 10 (US 90) at CR 197B (W. Spencer Field Rd.)
- SR 10 (US 90) at E. Spencer Field Rd.
- SR 10 (US 90) at Parkmore Plaza Dr./Jaimee Leigh Dr.
- SR 10 (US 90) at Glover Ln.
- SR 10 (US 90) at Milton Square
- SR 10 (US 90) at Dogwood Dr.
- SR 30 (US 98/Navarre Parkway) at Panhandle Tr./Campground Ent.
- SR 30 (US 98/Navarre Parkway) at Whispering Pines Blvd.

# Appendix E

Public Transportation Capital Improvements

# PUBLIC TRANSPORTATION CAPITAL IMPROVEMENTS

Priority	Project Name	Cost	Scope
1	Bus Stop Signs	\$18,000	Purchase and install 300 signs along routes with inadequate identification
2	Replacement of Radio System	\$167,131	Purchase and install digital radio system on all buses.
3	Shelters with Solar Lighting	\$310,000	Purchase 50 shelters and install
4	Smart Card System	\$180,000	Purchase and install electronic fare media
5	GPS-Clock Counter	\$200,000	To install GPS on 20 buses for additional infrastructure to support daily operations
6	Bus Stop Announcers	\$150,000	Accessibility enhancement for the disabled
7	DVR System for Buses	\$194,725	Digital Recording system for safety -security
8	Cut Away (Hybrid) Park-n-Ride Service	\$700,000	Purchase 5 cut away vehicles to service three Park-n-Ride areas
9	Park-n-Ride Terminals	\$300,000	Set up terminals at 3 Park-n-Ride facilities for the sale of passes and to give bus information
10	Repair Equipment- Natural Lighting in Maintenance area	\$50,000	Support lighting for the service of transit and outside facilities vehicles in maintenance area
11	WIFI-For Buses	\$8,800	Install a system that allows for internet access on buses, to support Park-n-Ride services
12	Digital Display Signs	\$100,000	Install 5 digital display signs for identifying of ECAT branding Park-n-Ride services
13	Laptops for Safety/ Training	\$18,000	Purchase 3 tough-books for EOC operations and field operations

# Appendix F

Intelligent Transportation System Master Plan

### **ITS MASTER PLAN COST FEASABLE PLAN PROJECTS**

1	Advanced Traffic Management System (Phase I)		2,778,685
2	Advanced Traffic Management System (Phase II)		2,778,685
3	Advanced Traffic Management System (Phase III)		2,778,685
4	Regional Traffic Management System		2,036,665
5	Cameras on Arterials		677,822
6	Freeway Management System	18,198,000	
	Total ITS Costs without OPS and Maintenance	18,198,000	11,050,542
7	Operations and Maintenance	1,939,800	1,345,133
8	3% Personnel Cost	581,940	403,540
	Total Costs with O&M and Personnel Costs	20,719,740	*12,799,215
	TOTAL COSTS 05/25		33,518,955

#### FIVE YEAR WORK PROGRAM COST (2011/25)

\* TPO Project Priority Cost

- 1. Advanced Traffic Management System (Phase I)- In conjunction with the revision of the area's master plan, the need exists to modernize the major corridor traffic signal systems to *Intelligent Transportation System (ITS)*\* mode.
- 2. Advanced Traffic Management System (Phase I and II)- Would continue the deployment of new traffic controllers and interconnection at the rate of 100 units per phase.

\* The term **Intelligent Transportation System (ITS)** refers to efforts to add information and communications technology infrastructure to transport vehicles in an effort to manage factors that typically are at odds with each other, such as vehicles, loads, and routes to improves safety and reduce vehicle wear, transportation times and fuel consumption. ITS can vary in technologies applied from basic management systems: car navigation, traffic signal control systems, container management systems, variable message signs, automatic plate number recognition or speed cameras to monitoring applications, such as security CCTV systems, to more advanced applications that integrate live data and feedback from a number of other sources, such as parking guidance and information systems, weather information, bridge de-icing systems and the like. Additionally, predictive techniques are being developed in order to allow advanced modeling and comparison with historical baseline data.

# Appendix G

Corridor Management Plans and Projects

Description	Project Name	From	То						
\$130,000 Annually for	(1) Update of US98 Corridor Plan in	<b>Escambia County</b>	Okaloosa						
<b>Corridor Management</b>	Santa Rosa County**This study if	Line	County						
Plan/Studies	funded with XU funds on the Work		Line						
	Program but needs additional funding.								
	(2) Main Street	Barrancas	Clubbs						
			Street						
	(3) Old Palafox Highway	US 29	9 Mile						
			Road						
	(4) US 29**	9.5 Mile Rd	Old Palafox						
			Hwy						
	(1) Olive Road	Old Palafox	Scenic						
\$1,500,000 Annually			Hwy						
\$1,500,000 Annuary for Corridor	(2) Gulf Beach Highway	Navy Blvd	Blue Angel						
Management Projects			Pkwy						
(funding will alternate	(3) Fairfield Drive	Mobile Hwy	Lillian						
between counties at five			Highway						
year intervals; fudning									
will go to Santa Rosa	(4) Main Street	Barrancas	Clubbs						
beginning in 2017)			Street						
ocgnining in 2017)									

# **Corridor Management Studies and Projects Sub-List**

CIE Annual Update

School District 2013-2014 Work Plan

#### ESCAMBIA COUNTY SCHOOL DISTRICT

#### **INTRODUCTION**

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

#### Summary of revenue/expenditures available for new construction and remodeling projects only.

	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	Five Year Total
Total Revenues	\$116,184,337	\$20,494,621	\$20,494,621	\$20,494,621	\$20,494,621	\$198,162,821
Total Project Costs	\$116,184,337	\$20,494,621	\$20,494,621	\$20,494,621	\$20,494,621	\$198,162,821
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District

ESCAMBIA COUNTY SCHOOL DISTRICT

#### Fiscal Year Range

#### CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilitias work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption	9/17/2013
Work Plan Submittal Date	9/18/2013
DISTRICT SUPERINTENDENT	Malcolm Thomas
CHIEF FINANCIAL OFFICER	Terry St. Cyr
DISTRICT POINT-OF-CONTACT PERSON	Anthony B. Noles
JOB TITLE	Director of Facilities Planning
PHONE NUMBER	850.469,5669
E-MAIL ADDRESS	anoles@escambia.k12.fl.us

# Expenditures

# Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item		2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total			
HVAC		\$0	\$0	\$0	\$0	\$0	\$0			
Locations:	No Locations for this expenditure.									
Flooring		\$62,538	\$62,538	\$62,538	\$62,538	\$62,538	\$312,690			
	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY									
Roofing		\$0	\$0	\$0	\$0	\$0	\$0			
Locations:	No Locations for this expenditure.									
Safety to Life		\$0	\$0	\$0	\$0	\$0	\$0			
Locations:	No Locations for this expenditure.									
Fencing		\$0	\$0	\$0	\$0	\$0	\$0			
Locations:	No Locations for this expenditure.									
Parking		\$0	\$0	\$0	\$0	\$0	\$0			
Locations:	No Locations for this expenditure.									
Electrical		\$0	\$0	\$0	\$0	\$0	\$0			
Locations:	No Locations for this expenditure.									
Fire Alarm		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000			

#### ESCAMBIA COUNTY SCHOOL DISTRICT

	Sub Total:	\$1,039,110	\$1,039,110	\$1,039,110	\$1,039,110	\$1,039,110	\$5,195,550
Locations:	No Locations for this expenditure.						
Maintenance/Rep	pair	\$0	\$0	\$0	\$0	\$0	\$0
	A K SUTER ELEMENTARY, BELLVIE BRATT ELEMENTARY, BRENTWOO CENTRAL WAREHOUSE, CORDOV/ ESCAMBIA WESTGATE CENTER, F TECHNOLOGY, GLOBAL LEARNING WORKMAN MIDDLE, J M TATE SEN MCARTHUR ELEMENTARY, LINCOL ELEMENTARY, MONTCLAIR ELEME ELEMENTARY, NORTHVIEW SENIO PENSACOLA SENIOR HIGH, PINE F LIPSCOMB ELEMENTARY, RANSOM ELEMENTARY, W J WOODHAM MID HIGH, WEST PENSACOLA ELEMEN	D ELEMENTARY A PARK ELEMEN ERRY PASS ELE & ACADEMY, HEL IOR HIGH, JIM AI IN PARK ELEMEI ENTARY, MYRTLE R HIGH, O J SEN OREST SENIOR M MIDDLE, REINH DLE SCHOOL, W	, BROWN BARGE TARY, ENSLEY E MENTARY, FERE LEN CARO ELEM LLEN ELEMENTA NTARY, LONGLE E GROVE ELEME MES ELEMENTA HIGH, PINE MEA HARDT HOLM EL	E MIDDLE, BROW ELEMENTARY, EF Y PASS MIDDLE MENTARY, J E HA ARY, JIM C BAILE AF ELEMENTARY NTARY, N B COO ARY, OAKCREST DOW ELEMENTA EMENTARY, SCE	IN-BARGE ANNE RNEST WARD MI GEO STONE / V LL EDUCATION/ Y MIDDLE, JUDY Y, MCMILLAN PR DK ELEMENTARY ELEMENTARY, F ARY, PLEASANT ENIC HEIGHTS EI	X, C A WEIS ELEI DDLE, ESCAMBI/ V FL HI SCHOOL AL SERVICES CE CANDREWS SCH E-K CENTER, MC ( NEW), NAVY PC PACE ADMINISTR GROVE ELEMEN LEMENTARY, SHI	MENTARY, A SENIOR HIGH OF ADVANCEE NTER, J H DOL, L D DUINO PARK DINT ATION OFFICE TARY, R C ERWOOD
Paint		\$676,572	\$676,572	\$676,572	\$676,572	\$676,572	\$3,382,86
Locations:	No Locations for this expenditure.						
Closed Circuit Te	levision	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.						
Telephone/Interco	om System	\$0	\$0	\$0	\$0	\$0	\$0

PECO Maintenance Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
1.50 Mill Sub Total:	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$10,151,815

Other	Items	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total		
District Wide Preventative	Maintenance	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$275,000		
BRAT CENT HIGH, ADVA CENT SCHO MOLIN POINT ADMIN GROV ENVIR	UTER ELEMENTARY, BEL T ELEMENTARY, BRENTY RAL WAREHOUSE, CORE , ESCAMBIA WESTGATE ( NCED TECHNOLOGY, GL ER, J H WORKMAN MIDD OOL, L D MCARTHUR ELE NO PARK ELEMENTARY, T ELEMENTARY, NORTHY NISTRATION OFFICE, PEI /E ELEMENTARY, R C LIP RONMENTAL CENTER, SC RINGTON ELEMENTARY,	WOOD ELEMENT DOVA PARK ELEM CENTER, FERRY OBAL LEARNING ILE, J M TATE SEI MENTARY, LINCO MONTCLAIR ELE VIEW SENIOR HIC NSACOLA SENIO PSCOMB ELEMEN CENIC HEIGHTS I	ARY, BROWN B. MENTARY, ENSI PASS ELEMEN 3 ACADEMY, HE NIOR HIGH, JIM DLN PARK ELEM MENTARY, MYR 6H, O J SEMMES R HIGH, PINE FO ITARY, RANSON ELEMENTARY, S	ARGE MIDDLE, LEY ELEMENTA FARY, FERRY P LLEN CARO ELE ALLEN ELEMEN IENTARY, LONG TLE GROVE EL S ELEMENTARY OREST SENIOR MIDDLE, REIN SHERWOOD ELE	BROWN-BARGE . RY, ERNEST WAI ASS MIDDLE, GE EMENTARY, J E H NTARY, JIM C BAI GLEAF ELEMENT , OAKCREST ELE HIGH, PINE MEA HARDT HOLM EL EMENTARY, W J	AÑNEX, C A WEIS RD MIDDLE, ESCA O STONE / W FL H HALL EDUCATION/ ILEY MIDDLE, JUD ARY, MCMILLAN P COOK ELEMENTA EMENTARY, PACE LOOW ELEMENTAR EMENTARY, ROY WOODHAM MIDDL	ELEMENTARY, MBIA SENIOR II SCHOOL OF AL SERVICES Y ANDREWS RE-K CENTER, ARY (NEW), NAVY RY, PLEASANT L HYATT .E SCHOOL,		
Bleacher Repair and Repla	ace Cycle	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000		
Locations BELLVIEW MIDDLE, BROWN BARGE MIDDLE, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, RANSOM MIDDLE, W J WOODHAM MIDDLE SCHOOL, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH									
Relocatable Classroom Re	enovations	\$51,521	\$51,521	\$51,521	\$51,521	\$51,521	\$257,605		

Locations	Locations A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, JIM EMADOW ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST									
Energy Managemen	PENSACOLA ELEMENTARY It DDC Controls	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000			
Locations	A K SUTER ELEMENTARY, BEL BRATT ELEMENTARY, BRENTY CENTRAL WAREHOUSE, CORI HIGH, ESCAMBIA WESTGATE ( ADVANCED TECHNOLOGY, GL CENTER, J H WORKMAN MIDD SCHOOL, L D MCARTHUR ELE MOLINO PARK ELEMENTARY, POINT ELEMENTARY, NORTHY ADMINISTRATION OFFICE, PEI GROVE ELEMENTARY, R C LIP ENVIRONMENTAL CENTER, SC WARRINGTON ELEMENTARY,	VOOD ELEMENT DOVA PARK ELEM CENTER, FERRY OBAL LEARNING LE, J M TATE SEI MENTARY, LINCO MONTCLAIR ELE /IEW SENIOR HIC NSACOLA SENIO SCOMB ELEMEN CENIC HEIGHTS I	ARY, BROWN B MENTARY, ENSI PASS ELEMEN G ACADEMY, HE NIOR HIGH, JIM DLN PARK ELEN MENTARY, MYF GH, O J SEMME R HIGH, PINE F ITARY, RANSON ELEMENTARY, S	ARGE MIDDLE, LEY ELEMENTA TARY, FERRY P LLEN CARO ELI ALLEN ELEMEN IENTARY, LONG RTLE GROVE EL S ELEMENTARY OREST SENIOR MIDDLE, REIN SHERWOOD ELI	BROWN-BARGE RY, ERNEST WA ASS MIDDLE, GE EMENTARY, J E H JTARY, JIM C BA GLEAF ELEMENT. EMENTARY, N B , OAKCREST ELE HIGH, PINE MEA HARDT HOLM EL EMENTARY, W J	ANNEX, C A WEIS RD MIDDLE, ESCA O STONE / W FL H IALL EDUCATIONA ILEY MIDDLE, JUD ARY, MCMILLAN P COOK ELEMENTA EMENTARY, PACE LOOW ELEMENTAR EMENTARY, ROY WOODHAM MIDDL	ELEMENTARY, MBIA SENIOR II SCHOOL OF AL SERVICES Y ANDREWS RE-K CENTER, IRY (NEW), NAVY RY, PLEASANT L HYATT .E SCHOOL,			
Door Replacement (		\$50,000	,		\$50,000		\$250,000			
Locations	A K SUTER ELEMENTARY, BEL BRATT ELEMENTARY, BRENTY CENTRAL WAREHOUSE, CORU HIGH, ESCAMBIA WESTGATE ( ADVANCED TECHNOLOGY, GL CENTER, J H WORKMAN MIDD SCHOOL, L D MCARTHUR ELE MOLINO PARK ELEMENTARY, POINT ELEMENTARY, NORTHY ADMINISTRATION OFFICE, PEI GROVE ELEMENTARY, R C LIP ENVIRONMENTAL CENTER, SC WARRINGTON ELEMENTARY,	VOOD ELEMENT DOVA PARK ELEM CENTER, FERRY OBAL LEARNING LE, J M TATE SEI MENTARY, LINCO MONTCLAIR ELE /IEW SENIOR HIC NSACOLA SENIO SCOMB ELEMEN CENIC HEIGHTS I	ARY, BROWN B MENTARY, ENSI PASS ELEMEN 3 ACADEMY, HE NIOR HIGH, JIM DLN PARK ELEN MENTARY, MYF 3H, O J SEMMES R HIGH, PINE F ITARY, RANSON ELEMENTARY, S	ARGE MIDDLE, LEY ELEMENTA TARY, FERRY P LLEN CARO ELI ALLEN ELEMEN IENTARY, LONG RTLE GROVE EL S ELEMENTARY OREST SENIOR MIDDLE, REIN SHERWOOD ELI	BROWN-BARGE RY, ERNEST WA ASS MIDDLE, GE EMENTARY, J E H JTARY, JIM C BA GLEAF ELEMENT, EMENTARY, N B , OAKCREST ELE HIGH, PINE MEA HARDT HOLM EL EMENTARY, W J	ANNEX, C A WEIS RD MIDDLE, ESCA O STONE / W FL H IALL EDUCATIONA ILEY MIDDLE, JUD ARY, MCMILLAN P COOK ELEMENTA EMENTARY, PACE LOOW ELEMENTAR EMENTARY, ROY WOODHAM MIDDL	ELEMENTARY, MBIA SENIOR II SCHOOL OF AL SERVICES Y ANDREWS RE-K CENTER, ARY (NEW), NAVY RY, PLEASANT L HYATT .E SCHOOL,			
Facilities Planning S	alary Abatement	\$684,732	\$684,732	\$684,732	\$684,732	\$684,732	\$3,423,660			
Locations	J E HALL EDUCATIONAL SERV									
	Total:	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$10,151,815			

#### Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$2,030,363	\$10,151,815
Maintenance/Repair Salaries	\$0	\$0	\$0	\$0	\$0	\$0
School Bus Purchases	\$2,320,649	\$2,409,866	\$2,664,444	\$2,889,859	\$3,144,819	\$13,429,637
Other Vehicle Purchases	\$220,000	\$110,000	\$130,000	\$130,000	\$130,000	\$720,000
Capital Outlay Equipment	\$3,096,947	\$3,444,606	\$3,501,809	\$3,613,151	\$3,700,000	\$17,356,513
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0

#### **ESCAMBIA COUNTY SCHOOL DISTRICT**

Local Expenditure Totals:	\$21,791,805	\$22,118,681	\$22,450,462	\$22,787,219	\$23,129,028	\$112,277,195
Maintenance Transfer	\$6,123,846	\$6,123,846		\$6,123,846	\$6,123,846	\$30,619,230
Property Insurance	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$25,000,000

#### 1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2013 - 2014 Actual Value	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
(1) Non-exempt property assessed valuation		\$15,133,198,036	\$15,360,195,007	\$15,590,598,947	\$15,824,457,931	\$16,061,824,800	\$77,970,274,721
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$25,423,773	\$25,805,128	\$26,192,206	\$26,585,089	\$26,983,866	\$130,990,062
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$21,791,805	\$22,118,681	\$22,450,462	\$22,787,219	\$23,129,028	\$112,277,195
(5) Difference of lines (3) and (4)		\$3,631,968	\$3,686,447	\$3,741,744	\$3,797,870	\$3,854,838	\$18,712,867

#### **PECO Revenue Source**

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0

#### CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$184,231	\$184,231	\$184,231	\$184,231	\$184,231	\$921,155
CO & DS Interest on Undistributed CO	360	\$14,364	\$14,364	\$14,364	\$14,364	\$14,364	\$71,820
		\$198,595	\$198,595	\$198,595	\$198,595	\$198,595	\$992,975

#### Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program. Nothing reported for this section.

#### Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2012 - 2013?

No

#### **Additional Revenue Source**

Any additional revenue sources

Item	2013 - 2014 Actual Value	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$100,000,000
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0

#### ESCAMBIA COUNTY SCHOOL DISTRICT

Subtotal	\$115,985,742	\$20,296,026	\$20,296,026	\$20,296,026	\$20,296,026	\$197,169,846
Charter School Capital OUtlay	\$296,026	\$296,026	\$296,026	\$296,026	\$296,026	\$1,480,130
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$95,689,716	\$0	\$0	\$0	\$0	\$95,689,716
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for- profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0

### **Total Revenue Summary**

Item Name	2013 - 2014 Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$21,791,805	\$22,118,681	\$22,450,462	\$22,787,219	\$23,129,028	\$112,277,195
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$21,791,805)	(\$22,118,681)	(\$22,450,462)	(\$22,787,219)	(\$23,129,028)	(\$112,277,195)
PECO Maintenance Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Available 1.50 Mill for New Construction	\$0	\$0	\$0	\$0	\$0	\$0

Item Name	2013 - 2014 Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Five Year Total
CO & DS Revenue	\$198,595	\$198,595	\$198,595	\$198,595	\$198,595	\$992,975
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$115,985,742	\$20,296,026	\$20,296,026	\$20,296,026	\$20,296,026	\$197,169,846
Total Additional Revenue	\$116,184,337	\$20,494,621	\$20,494,621	\$20,494,621	\$20,494,621	\$198,162,821

Total Available Revenue	\$116,184,337	\$20,494,621	\$20,494,621	\$20,494,621	\$20,494,621	\$198,162,821

# **Project Schedules**

#### **Capacity Project Schedules**

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	Total	Funded
WORKMAN MIDDLE New Gymnasium	Location not specified	Planned Cost:	\$0	\$3,250,000	\$0	\$0	\$0	\$3,250,000	Yes
	St	udent Stations:	0	120	0	0	0	120	
	Tot	al Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	12,724	0	0	0	12,724	
BROWN BARGE MIDDLE New Gymnasium	Location not specified	Planned Cost:	\$0	\$0	\$3,250,000	\$0	\$0	\$3,250,000	Yes
	St	udent Stations:	0	0	120	0	0	120	
	Tot	al Classrooms:	0	0	0	0	0	0	
	Gross Sq Ft:		0	0	12,724	0	0	12,724	
New Northwest Elementary	Location not specified	Planned Cost:	\$7,500,000	\$10,000,000	\$7,500,000	\$0	\$0	\$25,000,000	Yes
	Student Stations:		796	796	796	0	0	2,388	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		123,954	123,954	123,954	0	0	371,862	
New Westside Elementary	Location not specified	Planned Cost:	\$2,000,000	\$3,000,000	\$0	\$0	\$0	\$5,000,000	Yes
	St	udent Stations:	796	796	0	0	0	1,592	
	Tot	al Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	123,954	123,954	0	0	0	247,908	
New Gymnasium	BELLVIEW MIDDLE	Planned Cost:	\$3,250,000	\$0	\$0	\$0	\$0	\$3,250,000	Yes
	St	udent Stations:	120	0	0	0	0	120	
	Tot	al Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	12,724	0	0	0	0	12,724	

Replacement	A K SUTER ELEMENTARY	Planned Cost:	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000	Yes
	St	udent Stations:	600	0	0	0	0	600	
	Tot	Total Classrooms:		0	0	0	0	0	
		Gross Sq Ft:		0	0	0	0	102,000	
Replacement	ERNEST WARD MIDDLE	Planned Cost:	\$500,000	\$0	\$0	\$0	\$0	\$500,000	Yes
	St	udent Stations:	600	0	0	0	0	600	
	Tot	al Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:		0	0	0	0	115,202	
									1

Planned Cost:	\$16,250,000	\$16,250,000	\$10,750,000	\$0	\$0	\$43,250,000
Student Stations:	2,912	1,712	916	0	0	5,540
Total Classrooms:	0	0	0	0	0	0
Gross Sq Ft:	477,834	260,632	136,678	0	0	875,144

#### **Other Project Schedules**

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2013 - 2014 Actual Budget	2014 - 2015 Projected	2015 - 2016 Projected	2016 - 2017 Projected	2017 - 2018 Projected	Total	Funded
New Covered Play Building	ESCAMBIA WESTGATE CENTER	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000	Yes
Various Elementary Covered Play Buildings @ 1M each	Location not specified	\$0	\$0	\$4,000,000	\$6,000,000	\$4,000,000	\$14,000,000	Yes
District Wide Equipment	Location not specified	\$39,595	\$39,595	\$39,595	\$39,595	\$39,595	\$197,975	Yes
District Wide Athletic Renovation & Repair	Location not specified	\$0	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000	Yes
New Northwest K-5 - Land Acquisition	Location not specified	\$500,000	\$500,000	\$0	\$0	\$0	\$1,000,000	Yes
District Wide Campus Security Systems	Location not specified	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000	Yes
Half Cent Sales Surtax Projects as listed in the Educational Plant Survey (includes fencing, roofing, etc.)	Location not specified	\$0	\$0	\$0	\$5,000,000	\$10,000,000	\$15,000,000	Yes
LCIF Carryover	Location not specified	\$2,520,242	\$0	\$0	\$0	\$0	\$2,520,242	Yes
1.5 Mill Carryover	Location not specified	\$15,763,184	\$0	\$0	\$0	\$0	\$15,763,184	Yes
Half Cent Sales Tax Carryover	Location not specified	\$76,746,383	\$0	\$0	\$0	\$0	\$76,746,383	Yes
District Wide General Renovations	Location not specified	\$750,000	\$750,000	\$1,750,000	\$2,250,000	\$2,000,000	\$7,500,000	Yes
CO & DS Flow Through Carryover	Location not specified	\$659,574	\$0	\$0	\$0	\$0	\$659,574	Yes

#### ESCAMBIA COUNTY SCHOOL DISTRICT

PECO Construction Carryover	Location not specified	\$333	\$0	\$0	\$0	\$0	\$333	Yes
Charter School Capital Outlay	Location not specified	\$296,026	\$296,026	\$296,026	\$296,026	\$296,026	\$1,480,130	Yes
Classrooms for Kids Carryover	Location not specified	\$0	\$0	\$0	\$0	\$0	\$0	Yes
Facilities Systems - Roofing	Location not specified	\$750,000	\$750,000	\$750,000	\$1,000,000	\$750,000	\$4,000,000	Yes
Facilities Systems - Mechanical Life Safety	Location not specified	\$1,500,000	\$1,500,000	\$1,500,000	\$2,500,000	\$2,000,000	\$9,000,000	Yes
District Wide Safety to Life	Location not specified	\$159,000	\$159,000	\$159,000	\$159,000	\$159,000	\$795,000	Yes
		\$99,934,337	\$4,244,621	\$9,744,621	\$20,494,621	\$20,494,621	\$154,912,821	

#### **Additional Project Schedules**

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

#### Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

#### **Capacity Tracking**

Location	2013 - 2014 Satis. Stu. Sta.	Actual 2013 - 2014 FISH Capacity	Actual 2012 - 2013 COFTE	# Class Rooms	Actual Average 2013 - 2014 Class Size	Actual 2013 - 2014 Utilization	New Stu. Capacity	New Rooms to be Added/Re moved	Projected 2017 - 2018 COFTE	Projected 2017 - 2018 Utilization	Projected 2017 - 2018 Class Size
CORDOVA PARK ELEMENTARY	702	702	677	37	18	96.00 %	0	0	650	93.00 %	18
ENSLEY ELEMENTARY	489	489	427	26	16	87.00 %	0	0	460	94.00 %	18
ESCAMBIA SENIOR HIGH	2,184	2,074	1,622	89	18	78.00 %	0	0	1,710	82.00 %	19
FERRY PASS ELEMENTARY	676	676	623	36	17	92.00 %	0	0	582	86.00 %	16
FERRY PASS MIDDLE	1,117	1,005	981	49	20	98.00 %	0	0	1,002	100.00 %	20
MONTCLAIR ELEMENTARY	548	548	363	28	13	66.00 %	0	0	330	60.00 %	12
MYRTLE GROVE ELEMENTARY	685	685	678	36	19	99.00 %	0	0	615	90.00 %	17
NAVY POINT ELEMENTARY	585	585	484	32	15	83.00 %	0	0	417	71.00 %	13
OAKCREST ELEMENTARY	489	489	518	26	20	106.00 %	0	0	440	90.00 %	17
PENSACOLA SENIOR HIGH	1,975	1,876	1,572	82	19	84.00 %	0	0	1,570	84.00 %	19
PINE MEADOW ELEMENTARY	883	883	909	47	19	103.00 %	0	0	818	93.00 %	17
PLEASANT GROVE ELEMENTARY	632	632	681	34	20	108.00 %	0	0	620	98.00 %	18
SCENIC HEIGHTS ELEMENTARY	771	771	842	41	21	109.00 %	0	0	750	97.00 %	18
O J SEMMES ELEMENTARY	566	566	366	29	13	65.00 %	0	0	340	60.00 %	12
SHERWOOD ELEMENTARY	673	673	527	34	15	78.00 %	0	0	530	79.00 %	16
A K SUTER ELEMENTARY	459	459	435	25	17	95.00 %	0	0	600	131.00 %	24
J M TATE SENIOR HIGH	2,194	2,084	1,964	97	20	94.00 %	0	0	1,950	94.00 %	20
ERNEST WARD MIDDLE	594	534	461	26	18	86.00 %	0	0	600	112.00 %	23
WARRINGTON ELEMENTARY	712	712	483	37	13	68.00 %	0	0	500	70.00 %	14
WARRINGTON MIDDLE	1,268	1,141	706	53	13	62.00 %	0	0	700	61.00 %	13
C A WEIS ELEMENTARY	641	641	493	36	14	77.00 %	0	0	500	78.00 %	14
WEST PENSACOLA ELEMENTARY	685	685	472	36	13	69.00 %	0	0	480	70.00 %	13
J H WORKMAN MIDDLE	1,257	1,131	1,008	58	17	89.00 %	0	0	1,005	89.00 %	17

#### ESCAMBIA COUNTY SCHOOL DISTRICT

REINHARDT HOLM ELEMENTARY	669	669	431	36	12	64.00 %	0	0	440	66.00 %	12
ALLIE YNIESTRA ELEMENTARY	348	0	0	18	0	0.00 %	0	0	0	0.00 %	0
JUDY ANDREWS SCHOOL	275	275	39	11	4	14.00 %	0	0	37	13.00 %	3
SPENCER BIBBS ELEMENTARY	407	0	0	22	0	0.00 %	0	0	0	0.00 %	0
JOHN A GIBSON HEADSTART PROGRAM	218	0	0	11	0	0.00 %	0	0	0	0.00 %	0
MCMILLAN PRE-K CENTER	252	252	49	14	4	20.00 %	0	0	50	20.00 %	4
LINCOLN PARK ELEMENTARY	439	439	276	23	12	63.00 %	0	0	168	38.00 %	7
W J WOODHAM MIDDLE SCHOOL	1,669	1,502	806	70	12	54.00 %	0	0	850	57.00 %	12
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	1,709	2,050	1,247	78	16	61.00 %	0	0	1,225	60.00 %	16
PINE FOREST SENIOR HIGH	2,105	1,999	1,720	87	20	86.00 %	0	0	1,680	84.00 %	19
LONGLEAF ELEMENTARY	780	780	691	41	17	89.00 %	0	0	731	94.00 %	18
L D MCARTHUR ELEMENTARY	801	801	694	44	16	87.00 %	0	0	725	91.00 %	16
ESCAMBIA WESTGATE CENTER	381	381	239	37	6	63.00 %	0	0	195	51.00 %	5
BEULAH ELEMENTARY	869	869	896	46	19	103.00 %	0	0	736	85.00 %	16
WASHINGTON SENIOR HIGH	1,956	1,858	1,607	82	20	86.00 %	0	0	1,625	87.00 %	20
R C LIPSCOMB ELEMENTARY	966	966	911	51	18	94.00 %	0	0	815	84.00 %	16
JIM C BAILEY MIDDLE	1,575	1,417	1,401	68	21	99.00 %	0	0	1,310	92.00 %	19
NORTHVIEW SENIOR HIGH	662	529	531	28	19	100.00 %	0	0	525	99.00 %	19
ESEAL CENTER	158	0	0	15	0	0.00 %	0	0	0	0.00 %	0
N B COOK ELEMENTARY (NEW)	680	680	636	35	18	93.00 %	0	0	630	93.00 %	18
BLUE ANGELS ELEMENTARY	843	843	989	45	22	117.00 %	0	0	843	100.00 %	19
MOLINO PARK ELEMENTARY	756	756	387	36	11	51.00 %	0	0	400	53.00 %	11
GLOBAL LEARNING ACADEMY	836	836	753	45	17	90.00 %	0	0	725	87.00 %	16
HELLEN CARO ELEMENTARY	933	933	909	50	18	97.00 %	0	0	783	84.00 %	16
JIM ALLEN ELEMENTARY	762	762	632	39	16	83.00 %	0	0	700	92.00 %	18
BELLVIEW ELEMENTARY	888	888	747	46	16	84.00 %	0	0	710	80.00 %	15
BELLVIEW MIDDLE	1,435	1,291	1,111	65	17	86.00 %	0	0	1,005	78.00 %	15
BRATT ELEMENTARY	542	542	439	27	16				_	78.00 %	16
BRENTWOOD ELEMENTARY	607	607	555	33	17	91.00 %	0	0	538	89.00 %	16

BROWN BARGE MIDDLE	939	845	621	44	14	73.00 %	0	0	615	73.00 %	14
BYRNEVILLE ELEMENTARY- CHARTER SCHOOL	40	0	0	2	0	0.00 %	0	0	0	0.00 %	0
GEORGE WASHINGTON CARVER MIDDLE	372	0	0	16	0	0.00 %	0	0	0	0.00 %	0
CARVER/CENTURY K-8	525	0	0	26	0	0.00 %	0	0	0	0.00 %	0
A V CLUBBS ALTERNATIVE	264	0	0	12	0	0.00 %	0	0	0	0.00 %	0
RANSOM MIDDLE	1,698	1,528	1,360	73	19	89.00 %	0	0	1,360	89.00 %	19
	49,144	45,339	37,966	2,370	16	83.74 %	0	0	37,013	81.64 %	16

The COFTE Projected Total (37,013) for 2017 - 2018 must match the Official Forecasted COFTE Total (37,013) for 2017 - 2018 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2017 - 201	8
Elementary (PK-3)	12,694
Middle (4-8)	14,686
High (9-12)	9,633
	37,013

	Grade Level Type	Balanced Projected COFTE for 2017 - 2018
	Elementary (PK-3)	0
	Middle (4-8)	0
J	High (9-12)	0
		37,013

#### **Relocatable Replacement**

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	Year 5 Total
Total Relocatable Replacements:	0	0	0	0	0	0

#### **Charter Schools Tracking**

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2017 - 2018
Escambia Charter School	12	COUNTY GOVERNMENT	1996	300	127	10	150
Capstone Academy	4	OTHER	2004	27	16	5	30
Newpoint Academy	21	PRIVATE	2011	386	210	3	300
Newpoint Pensacola	21	PRIVATE	2011	386	130	3	185
Pensacola Beach Elementary	7	PRIVATE	2002	150	136	8	144

Beulah Academy of Science	14	PRIVATE	1998	300	286	14	286
Jacqueline Harris Prepatory	10	PRIVATE	2001	200	178	12	230
	89			1,749	1,083		1,325

#### **Special Purpose Classrooms Tracking**

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School		# of Elementary K-3 Classrooms		# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Education	nal Classrooms:	0	0	0	0	0	0

School		# of Elementary K-3 Classrooms		# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teachi	ng Classrooms:	0	0	0	0	0	0

#### Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Will require water, sewer, fire protection, electricity, and telecommunications to support both the new Westside and Northwest Elementary Schools.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Properties to be purchased on westside and northwest sides of county.

Consistent with Comp Plan?

#### **Net New Classrooms**

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

Yes

List the net new classrooms added in the 2012 - 2013 fiscal year.					List the net new classrooms to be added in the 2013 - 2014 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2013 - 2014 should match totals in Section 15A.			
Location	2012 - 2013 # Permanent	2012 - 2013 # Modular	2012 - 2013 # Relocatable	2012 - 2013 Total	2013 - 2014 # Permanent	2013 - 2014 # Modular	2013 - 2014 # Relocatable	2013 - 2014 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0

#### **Relocatable Student Stations**

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	5 Year Average
MONTCLAIR ELEMENTARY	0	0	0	0	0	0
MYRTLE GROVE ELEMENTARY	72	72	72	72	72	72
NAVY POINT ELEMENTARY	0	0	0	0	0	0
LINCOLN PARK ELEMENTARY	0	0	0	0	0	0
W J WOODHAM MIDDLE SCHOOL	0	0	0	0	0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	25	25	25	25	25	25
PINE FOREST SENIOR HIGH	100	100	100	100	100	100
LONGLEAF ELEMENTARY	0	0	0	0	0	0
L D MCARTHUR ELEMENTARY	22	22	22	22	22	22
ESCAMBIA WESTGATE CENTER	10	10	10	10	10	10
BEULAH ELEMENTARY	152	152	152	152	152	152
WASHINGTON SENIOR HIGH	50	50	50	50	50	50
R C LIPSCOMB ELEMENTARY	152	152	152	152	152	152
JIM C BAILEY MIDDLE	208	208	208	208	208	208
NORTHVIEW SENIOR HIGH	0	0	0	0	0	0
MOLINO PARK ELEMENTARY	0	0	0	0	0	0
HELLEN CARO ELEMENTARY	150	150	150	150	150	150
OAKCREST ELEMENTARY	0	0	0	0	0	0
PENSACOLA SENIOR HIGH	0	0	0	0	0	0
PINE MEADOW ELEMENTARY	80	102	102	102	102	98
PLEASANT GROVE ELEMENTARY	54	54	54	54	54	54
SCENIC HEIGHTS ELEMENTARY	28	28	28	28	28	28
O J SEMMES ELEMENTARY	0	0	0	0	0	0
SHERWOOD ELEMENTARY	0	0	0	0	0	0
A K SUTER ELEMENTARY	0	0	0	0	0	0
J M TATE SENIOR HIGH	25	25	25	25	25	25
ERNEST WARD MIDDLE	22	22	0	0	0	9
WARRINGTON ELEMENTARY	167	149	149	149	149	153
WARRINGTON MIDDLE	0	0	0	0	0	0
C A WEIS ELEMENTARY	0	0	0	0	0	0
WEST PENSACOLA ELEMENTARY	18	18	18	18	18	18

#### ESCAMBIA COUNTY SCHOOL DISTRICT

J H WORKMAN MIDDLE	22	22	22	22	22	22
REINHARDT HOLM ELEMENTARY	0	0	0	0	0	0
ALLIE YNIESTRA ELEMENTARY	0	0	0	0	0	0
JUDY ANDREWS SCHOOL	0	0	0	0	0	0
SPENCER BIBBS ELEMENTARY	0	0	0	0	0	0
MCMILLAN PRE-K CENTER	0	0	0	0	0	0
ESEAL CENTER	0	0	0	0	0	0
N B COOK ELEMENTARY (NEW)	0	0	0	0	0	0
BLUE ANGELS ELEMENTARY	0	0	0	0	0	0
GLOBAL LEARNING ACADEMY	0	0	0	0	0	0
GEORGE WASHINGTON CARVER MIDDLE	0	0	0	0	0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0	0	0	0	0
JIM ALLEN ELEMENTARY	0	0	0	0	0	0
BELLVIEW ELEMENTARY	0	0	0	0	0	0
BELLVIEW MIDDLE	154	154	154	154	154	154
BRATT ELEMENTARY	0	0	0	0	0	0
BRENTWOOD ELEMENTARY	80	80	80	80	80	80
BROWN BARGE MIDDLE	44	44	44	44	44	44
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	40	40	40	40	40
CARVER/CENTURY K-8	0	0	0	0	0	0
A V CLUBBS ALTERNATIVE	0	0	0	0	0	0
RANSOM MIDDLE	242	242	242	242	242	242
CORDOVA PARK ELEMENTARY	76	76	0	0	0	30
ENSLEY ELEMENTARY	36	36	36	36	36	36
ESCAMBIA SENIOR HIGH	49	49	49	49	49	49
FERRY PASS ELEMENTARY	89	89	89	89	89	89
FERRY PASS MIDDLE	0	0	0	0	0	0
Totals for ESCAMBIA COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	2,167	2,171	2,073	2,073	2,073	2,111
Total number of COFTE students projected by year.	37,638	37,563	37,358	37,138	37,013	37,342
Percent in relocatables by year.	6 %	6 %	6 %	6 %	6 %	6 %

#### Leased Facilities Tracking

Exising leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

#### ESCAMBIA COUNTY SCHOOL DISTRICT

Location	# of Leased Classrooms 2013 - 2014	FISH Student Stations	Owner	# of Leased Classrooms 2017 - 2018	FISH Student Stations
WARRINGTON ELEMENTARY	0	0		0	0
WARRINGTON MIDDLE	0	0		0	0
C A WEIS ELEMENTARY	0	0		0	0
WEST PENSACOLA ELEMENTARY	0	0		0	0
J H WORKMAN MIDDLE	0	0		0	0
REINHARDT HOLM ELEMENTARY	0	0		0	0
ALLIE YNIESTRA ELEMENTARY	0	0		0	0
JUDY ANDREWS SCHOOL	0	0		0	0
SPENCER BIBBS ELEMENTARY	0	0		0	0
MCMILLAN PRE-K CENTER	0	0		0	0
LINCOLN PARK ELEMENTARY	0	0		0	0
W J WOODHAM MIDDLE SCHOOL	0	0		0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	0	0		0	0
PINE FOREST SENIOR HIGH	0	0		0	0
LONGLEAF ELEMENTARY	0	0		0	0
L D MCARTHUR ELEMENTARY	0	0		0	0
ESCAMBIA WESTGATE CENTER	0	0		0	0
BEULAH ELEMENTARY	0	0		0	0
WASHINGTON SENIOR HIGH	0	0		0	0
R C LIPSCOMB ELEMENTARY	0	0		0	0
JIM C BAILEY MIDDLE	0	0		0	0
NORTHVIEW SENIOR HIGH	0	0		0	0
ESEAL CENTER	0	0		0	0
N B COOK ELEMENTARY (NEW)	0	0		0	0
BLUE ANGELS ELEMENTARY	0	0		0	0
MOLINO PARK ELEMENTARY	0	0		0	0
GLOBAL LEARNING ACADEMY	0	0		0	0
HELLEN CARO ELEMENTARY	0	0		0	0
JIM ALLEN ELEMENTARY	0	0		0	0
BELLVIEW ELEMENTARY	0	0		0	0
BELLVIEW MIDDLE	0	0		0	0
BRATT ELEMENTARY	0	0		0	0
BRENTWOOD ELEMENTARY	0	0		0	0

#### ESCAMBIA COUNTY SCHOOL DISTRICT

GEORGE WASHINGTON CARVER MIDDLE	0	0	0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0	0	0
BROWN BARGE MIDDLE	0	0	0	0
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	0	0	0	0
CARVER/CENTURY K-8	0	0	0	0
A V CLUBBS ALTERNATIVE	0	0	0	0
RANSOM MIDDLE	0	0	0	0
CORDOVA PARK ELEMENTARY	0	0	0	0
ENSLEY ELEMENTARY	0	0	0	0
ESCAMBIA SENIOR HIGH	0	0	0	0
FERRY PASS ELEMENTARY	0	0	0	0
FERRY PASS MIDDLE	0	0	0	0
MONTCLAIR ELEMENTARY	0	0	0	0
MYRTLE GROVE ELEMENTARY	0	0	0	0
NAVY POINT ELEMENTARY	0	0	0	0
OAKCREST ELEMENTARY	0	0	0	0
PENSACOLA SENIOR HIGH	0	0	0	0
PINE MEADOW ELEMENTARY	0	0	0	0
PLEASANT GROVE ELEMENTARY	0	0	0	0
SCENIC HEIGHTS ELEMENTARY	0	0	0	0
O J SEMMES ELEMENTARY	0	0	0	0
SHERWOOD ELEMENTARY	0	0	0	0
A K SUTER ELEMENTARY	0	0	0	0
J M TATE SENIOR HIGH	0	0	0	0
ERNEST WARD MIDDLE	0	0	0	0
	0	0	0	0

#### Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

# Planning

#### **Class Size Reduction Planning**

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The School District of Escambia County has taken steps to address class-size reduction issues that include:

Closing near or over-capacity schools to transfers Redistricting attendance zones Approving charter contracts as appropriate Establishing magnet programs in under-utilized sites Establishing our own virtual academy Increasing dual enrollment options

#### **School Closure Planning**

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

No plans for closure at this time.

Five Year Survey - Ten Year Capacity ESCAMBIA COUNTY SCHOOL DISTRICT

9/4/2013

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 5 years beyond the 5-year district facilities work program.

No items meet the criteria.

Five Year Survey - Ten Year Infrastructure ESCAMBIA COUNTY SCHOOL DISTRICT 9/4/2013

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 6 thru 10 out years (Section 28).

Not Specified

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 6 thru 10 out years (Section 29).

Not Specified

# Five Year Survey - Ten Year Maintenance ESCAMBIA COUNTY SCHOOL DISTRICT

#### 9/4/2013

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6 - 10 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

#### Five Year Survey - Ten Year Utilization ESCAMBIA COUNTY SCHOOL DISTRICT

#### 9/4/2013

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/remove d	Projected COFTE	Projected Utilization
Elementary - District Totals	24,611	24,611	18,581.71	75.50 %	0	0	0.00 %
Middle - District Totals	12,474	11,224	8,836.85	78.73 %	0	0	0.00 %
High - District Totals	11,425	10,752	9,344.93	86.91 %	0	0	0.00 %
Other - ESE, etc	5,552	3,530	1,932.98	54.76 %	0	0	0.00 %
	54,062	50,117	38,696.47	77.21 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Five Year Survey - Twenty Year Capacity ESCAMBIA COUNTY SCHOOL DISTRICT 9/4/2013

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 11 - 20 years beyond the 5-year district facilities work program.

No items match the criteria.

Five Year Survey - Twenty Year Infrastructure

ESCAMBIA COUNTY SCHOOL DISTRICT

9/4/2013

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in the 11 through 20 out years (Section 28).

Not Specified

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 through 20 out years (Section 29).

Not Specified

# Five Year Survey - Twenty Year Maintenance ESCAMBIA COUNTY SCHOOL DISTRICT

#### 9/4/2013

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11 - 20 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

#### Five Year Survey - Twenty Year Utilization ESCAMBIA COUNTY SCHOOL DISTRICT

9/4/2013

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	24,611	24,611	18,581.71	75.50 %	0	0	0.00 %
Middle - District Totals	12,474	11,224	8,836.85	78.73 %	0	0	0.00 %
High - District Totals	11,425	10,752	9,344.93	86.91 %	0	0	0.00 %
Other - ESE, etc	5,552	3,530	1,932.98	54.76 %	0	0	0.00 %
	54,062	50,117	38,696.47	77.21 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5204	County Adm	inistrator's Report 12. 1.
BCC Regular M	leeting Techni	ical/Public Service Consent
Meeting Date:	11/21/2013	
Issue:	EMS Certificates of Public Convenience a	nd Necessity
From:	Mike Weaver, Department Director	
Organization:	Public Safety	
CAO Approval:	:	

#### **RECOMMENDATION:**

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

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

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Baptist Hospital's LifeFlight, Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, and Sacred Heart Children's Hospital, effective January 1, 2014, through December 31, 2014; and

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

## **BACKGROUND:**

In accordance with Florida Statutes, Chapter 401 and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS) or Basic Life Support (BLS) service. Atmore Ambulance Service, Inc., Baptist Hospital's LifeFlight, Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, and Sacred Heart Children's Hospital NeoNatal and Pediatric Transport Van currently hold a Certificate of Public Convenience and Necessity and have requested renewal. Ordinance 2009-37 authorizes the Board to issue renewals of the certificates when such are found to be of public convenience and necessity.

Following are descriptions of the five providers, the unique service each offers which provides public convenience and necessity, and their coverage area within the county:

1. Atmore Ambulance, Inc. provides ALS services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions. It also provides BLS non-emergency transports to all of Escambia County.

2. Baptist Hospital's LifeFlight provides ALS air response transportation to the entire area of Escambia County. LifeFlight is a support agency to Escambia County Public Safety/EMS and is primarily used for rapid response and transportation of critically ill or injured patients.

3. Escambia County Public Safety Department provides ALS ground response to the entire County to include all ALS and BLS transfers.

4. Lifeguard Ambulance Service of Florida, LLC provides ambulance ground transportation for patients between their aircraft and Pensacola hospitals, as well as provides out-of-county ambulance transports in support of its air operations. It also provides BLS non-emergency transports to all of Escambia County.

5. Sacred Heart Children's Hospital provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

#### **BUDGETARY IMPACT:**

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

#### **IMPLEMENTATION/COORDINATION:**

N/A

<u>CON's</u>

Attachments

#### PUBLIC SAFETY BUREAU CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide <u>Advanced Life Support</u> services to the citizens of <u>Escambia</u> County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of <u>Escambia</u> County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide <u>ALS Non</u> <u>Transport and ALS Transport</u> services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of <u>Escambia</u> County has considered recommendations of affected municipalities.

Date Issued January 1, 2014

Date of Expiration <u>December 31, 2014</u> (Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Pam Childers Clerk of the Circuit Court

By:

Board of County Commissioners Lumon J. May, Chairman

Deputy Clerk

WHEREAS, the <u>Atmore Ambulance, Inc.</u> has requested authorization to provide <u>Advanced Life Support</u> services to the citizens of <u>Escambia</u> County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of <u>Escambia</u> County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide <u>ALS</u> <u>Transport</u> services with limitations as prescribed on this certificate. (BLS, ALStransport, ALS non-transport)

In issuing this certificate, the governing body of <u>Escambia</u> County has considered recommendations of affected municipalities.

Date Issued	January 1, 201	4	Date of Expiration	December 31, 2014
			Unless certificate	is sooner revoked or
			suspend	ded)
Limitations:	JURISDICTION:	Provide Advanced	Life Support services	to the portions of
Escambia Cou	ntv served by th	e Davisville and	Walnut Hill telephone	extensions.

ATTEST: Pam Childers Clerk of the Circuit Court

> Board of County Commissioners Lumon J. May, Chairman

Deputy Clerk

By:

WHEREAS, the Atmore Ambulance, Inc. has requested authorization to provide Basic Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of <u>Escambia</u> County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide <u>BLS Transport</u> services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued <u>January 1, 2014</u> Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_\_\_\_\_ Deputy Clerk

Board of County Commissioners Lumon J. May, Chairman

WHEREAS, the Baptist Hospital (LifeFlight) has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2014 Date of Expiration December 31, 2014 Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County SPECIAL CONDITIONS: Will respond to calls when requested by Escambia County Communications Dispatch or Emergency Medical Services on scene paramedic or as listed in special operating procedures agreed to by Escambia County Emergency Medical Services and Baptist Hospital BaptistFlight.

ATTEST: Pam Childers Clerk of the Circuit Court

> Board of County Commissioners Luman J. May, Chairman

Deputy Clerk

Bv:

WHEREAS, Lifequard Ambulance Service of Florida, LLC. has requested authorization to provide

Advanced Life Support \_\_\_\_\_\_ services to the citizens of \_\_\_\_\_\_ Escambia \_\_\_\_\_ County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of <u>Escambia</u> County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide <u>ALS Transport</u> services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of <u>Escambia</u> County has considered recommendations of affected municipalities.

Date Issued January 1, 2014

Date of Expiration <u>December 31, 2014</u> (Unless certificate is sooner revoked or suspended)

Limitations: Provide ambulance ground transportation under this limited Certificate of Public Convenience and Necessity for patients between their aircraft and Pensacola hospitals as well as provide out of county ambulance transports in support of its air operations.

ATTEST: Pam Childers Clerk of the Circuit Court

Bv:

Board of County Commissioners Lumon J. May, Chairman

Deputy Clerk

WHEREAS, Lifeguard Ambulance Service of Florida, LLC. has requested authorization to provide

Basic Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of <u>Escambia</u> County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide <u>BLS Transport</u> services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of <u>Escambia</u> County has considered recommendations of affected municipalities.

Date Issued January 1, 2014

Date of Expiration December 31, 2014 (Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers Clerk of the Circuit Court

By:

Board of County Commissioners Lumon J. May, Chairman

Deputy Clerk

WHEREAS, the Sacred Heart Children's Hospital has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2014 Date of Expiration December 31, 2014 Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers Clerk of the Circuit Court

Bv:

Board of County Commissioners Lumon J. May, Chairman

Deputy Clerk



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5286	County Administrator's Report 12. 2	·
BCC Regular N	leeting Technical/Public Service Conser	t
Meeting Date:	11/21/2013	
Issue:	Request for Disposition of Property	
From:	Mike Weaver	
Organization:	Public Safety	
CAO Approval:	:	

#### **RECOMMENDATION:**

<u>Recommendation Concerning the Request for Disposition of Property for the Public Safety</u> Department, Fire Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, Fire Services Division, for property which is described and listed on the Request Form, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

#### **BACKGROUND:**

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.07.

#### **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 Statute 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

#### **IMPLEMENTATION/COORDINATION:**

Upon approval by the Board and document execution, the Public Safety Department will remove the appropriate property tag(s) and return them with a copy of the associated disposition form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:	Clerk & Cor	nptroller's Finance Departmer						
FROM	Disposing D	epartment: Public Safety	COST CE	NTER NO:	330206			
John Si	ms		DATE:	11/4/2013	/2013			
Propert	y Custodian (S	Signature):	2 Ling Phone No:	475-5530				
TAG	PROPERTY	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION		
(Y / N) N	NUMBER 501974	1998 Ford Crown Vic Sedan 4 Door	2FAFP71W1WX123645	Crown Vic	1998	Poor		
N	501853	SUV Bronco 4X4	1FMEU15N9TLB84096	Bronco 96	1996	Poor		
N	502119	Crown Victoria Sedan 4 Door	2FAFP71W7YX199505	Ford Crown Vic	2000	Poor		
Disposal	Comments:	Send to Auction						
Conditio	ons: Disj	pose-Good Condition-Unusable for pose-Bad Condition-Send for recycl Disposition	ling-Unusable	0				
Conditio Compute Date:	ons: Disp Disp er is Ready for D  County Adminis	pose-Good Condition-Unusable for pose-Bad Condition-Send for recycl Disposition Information Technology Technic stration Date: <u>1097</u> ty Department Director (Signature)	BOCC ling-Unusable	Jen Jen				
Condition Computed Date: TO: FROM:	ons: Disp Disp er is Ready for D  County Adminis	pose-Good Condition-Unusable for pose-Bad Condition-Send for recycl Disposition Information Technology Technic stration Date: <u>1104/</u> ty Department Director (Signature) Director (Print Name	BOCC ling-Unusable	Jez Public Safety Dir	rector			
Condition Compute Date: TO: FROM: RECOM	ms: Disp Disp er is Ready for D County Adminis Escambia Count IMENDATION:	pose-Good Condition-Unusable for pose-Bad Condition-Send for recycl Disposition Information Technology Technic stration Date: <u>1097</u> [ ty Department Director (Signature) Director (Print Name y Commissioners stration	BOCC ling-Unusable sian Signature:	Farad	rector			
Condition Computed Date: TO: FROM: TO: FROM:	ns: Disp Disp er is Ready for D County Adminis Escambia Count IMENDATION: Board of County County Adminis	pose-Good Condition-Unusable for pose-Bad Condition-Send for recycl Disposition Information Technology Technic stration Date: <u>1097</u> [ ty Department Director (Signature) Director (Print Name y Commissioners stration	BOCC ling-Unusable dian Signature: e): Michael D. Weaver, H Date: 11-5-13 George Touart Interim County Administrator of Minutes of:	r designee		roller		
Condition Compute Date: TO: FROM: FROM: FROM: Approve	ms: Disp Disp er is Ready for D County Adminis Escambia Count IMENDATION: Board of County County Adminis	pose-Good Condition-Unusable for pose-Bad Condition-Send for recycl Disposition Information Technology Technic stration Date: <u>1104/</u> ty Department Director (Signature) Director (Print Name y Commissioners stration	BOCC ling-Unusable bian Signature: e): Michael D. Weaver, H Date: H-5-I3 George Touart Interim County Administrator of Minutes of: Pam Childers, Cle	r designee		roller		
Condition Compute Date: TO: FROM: FROM: FROM: Approve	ms: Disp Disp er is Ready for D County Adminis Escambia Count IMENDATION: Board of County County Adminis	pose-Good Condition-Unusable for pose-Bad Condition-Send for recycl Disposition Information Technology Technic stration Date: <u>Ifoqf(C</u> ty Department Director (Signature) Director (Print Name y Commissioners stration	BOCC ling-Unusable bian Signature: e): Michael D. Weaver, H Date: H-5-I3 George Touart Interim County Administrator of Minutes of: Pam Childers, Cle	r designee		roller		

Clerk & Comptroller's Finance Signature of Receipt

Date



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5324	County Administrator's Report 12. 3.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	11/21/2013
Issue:	Community Redevelopment Agency Meeting Minutes, October 17, 2013
From:	Keith Wilkins
Organization:	Community & Environment
CAO Approval:	

#### **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes. October <u>17, 2013 - Keith Wilkins, Community & Environment Department Director</u>

That the Board accept for filing with the Board's Minutes, the October 17, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

#### BACKGROUND:

On October 17, 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 Board Minutes be approved by the CRA Board.

#### IMPLEMENTATION/COORDINATION:

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

#### Attachments

CRA Minutes October 17, 2013



#### MINUTES COMMUNITY REDEVELOPMENT AGENCY October 17, 2013 8:45 a.m.

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

- Present: Chair Lumon J. May Commissioner Wilson Robertson Commissioner Grover Robinson, IV Commissioner Steven L. Barry
- Absent: Vice Chair Gene Valentino
- Staff Present: Alison Rogers, County Attorney Carolyn Barbour, Administrative Assistant Clara Long, Division Manager Keith Wilkins, Department Director

Call to Order.

1

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

Proof of publication

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

I. Technical/Public Service

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.

## II. Budget/Finance

## 1 <u>Recommendation Concerning Residential Rehab Grant Program Funding and Lien</u> Agreements for 1311 Poppy Avenue - 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 1311 Poppy Avenue:

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

Vote: 4 - 0 - Unanimously

## Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 126 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 126 Rue Max Street:

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

Vote: 4 - 0 - Unanimously

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1306 Wisteria Avenue - 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 1306 Wisteria Avenue:

3

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

Vote: 4 - 0 - Unanimously

4

5

#### Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 22 Ruberia Avenue - 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 22 Ruberia Avenue:

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

Vote: 4 - 0 - Unanimously

#### Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 119 Milton Road - 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 119 Milton Road:

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

Vote: 4 - 0 - Unanimously

6 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 104 Marine Drive - 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 104 Marine Drive:

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

Vote: 4 - 0 - Unanimously

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 take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 1611 North Pace Boulevard:

A. Approve the Commercial Facade, Landscape, and Infrastructure Grant Grant Program Funding and Lien Agreements between Escambia County CRA and L & L Fresh Seafood, 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. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Vote: 4 - 0 - Unanimously

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

> That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 1611 North Pace

7

Boulevard:

A. Approve 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. Authorize the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

Vote: 4 - 0 - Unanimously

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 201 Donald Drive - 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 201 Donald Drive:

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

Vote: 4 - 0 - Unanimously

10 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 207 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 207 Henry Street:

> A. Approve 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

9

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

Vote: 4 - 0 - Unanimously

11 <u>Recommendation Concerning Residential Rehab Grant Program Funding and Lien</u> <u>Agreements for 216 Milton Road - Keith Wilkins, Community & Environment</u> <u>Department Director</u>

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 216 Milton Road:

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

Vote: 4 - 0 - Unanimously

## III. Discussion/Information Items

CRA staff requested direction from the CRA Board members to designate a CRA Chair and Vice Chair for the new term; to begin upon ratification by the BCC. Commissioner Grover Robinson nominated Commissioner Luman J. May as Chair and Commissioner Gene M. Valentino as Vice Chair. A vote followed that carried unanimously with the four commissioners present. A recommendation will follow to the BCC at the November 7 meeting.

Commissioner Steven L. Barry thanked the CRA staff for their efforts in coordinating and holding the Envision Cantonment meetings. These visioning meetings are being held to gather citizen input for use in writing the redevelopment plan for the Cantonment CRA. Commissioner Barry hopes to attend the next meeting to be held on October 29.

Chairman Lumon J. May expressed his concern with the decreased percentage of TIF funding being allocated to the CRA. He asked Keith Wilkins, CED Department Director, to bring forward a request in the next budget season to increase the percentage allocation. Mr. Wilkins agreed with Commissioner May's concerns and will address them when planning the next fiscal year budget.

## Adjournment.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5019	County Administrator's Report 12. 4.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	11/21/2013
Issue:	Interlocal Agreement Concerning Escambia County Area Transit Rest Benches and Shelters
From:	Joy D. Blackmon, P.E., Department Director
Organization: CAO Approval:	Public Works

## **RECOMMENDATION:**

Recommendation Concerning an Interlocal Agreement between Escambia County and the City of Pensacola Relating to the Placement and Maintenance of Escambia County Area Transit Rest Benches and Shelters within the Corporate Limits of the City of Pensacola - Joy D. Blackmon. P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the placement and maintenance of Escambia County Area Transit (ECAT) rest benches and shelters within the corporate limits of the City of Pensacola:

A. Approve the Interlocal Agreement between Escambia County and the City of Pensacola relating to the placement and maintenance of ECAT rest benches and shelters within the corporate limits of the City of Pensacola; and

B. Authorize the Chairman or Vice Chairman to sign the Interlocal Agreement.

#### BACKGROUND:

Escambia County and City of Pensacola staff have extensively researched and discussed ECAT rest bench and shelter issues and determined that it is in the best interest of the citizens that a single entity manage the program for purposes of continuity and efficiency. It has been agreed that the County should assume the responsibility of all placement and maintenance of the ECAT bus rest benches and shelters located within the corporate limits of the City of Pensacola, as we currently manage the entire transit system and the responsible entity.

This Interlocal Agreement transfers all responsibilities including maintenance of ECAT rest benches and shelters to the County at no cost or obligation to the City.

#### **BUDGETARY IMPACT:**

Escambia County will now be receiving the revenue according to the advertising contract. Maintenance costs are the responsibility of the advertising agency.

#### LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed the Interlocal Agreement.

## PERSONNEL:

Additional personnel will not be required as a result of this Interlocal Agreement.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

## **IMPLEMENTATION/COORDINATION:**

Escambia County Transportation and Traffic Operations staff will continue to work with ECAT and City of Pensacola staff to make this transition.

#### Attachments

Interlocal Agreement Letters City Council Action

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE PLACEMENT AND MAINTENANCE OF ESCAMBIA COUNTY AREA TRANSIT REST BENCHES AND SHELTERS WITHIN THE CORPORATE LIMITS OF THE CITY OF PENSACOLA

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 West Main St., Pensacola, Florida 32502 (at times referred to as "party" or "parties").

#### WITNESSETH:

WHEREAS, Escambia County and the City of Pensacola are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County and the City have determined that it is in the best interest of the citizens that the County assume responsibility for the placement and maintenance of Escambia County Area Transit (ECAT) bus rest benches and shelters located in the corporate limits of the City of Pensacola.

**NOW, THEREFORE,** in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

#### Article 1 Purpose

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 The purpose of this agreement is to set forth the terms and conditions whereby the County will assume responsibility for the placement and maintenance of ECAT bus rest benches and shelters located in the corporate limits of the City of Pensacola.

#### Article 2

## Responsibilities of Parties

2.1 The County shall be responsible for ensuring the proper placement and maintenance of ECAT bus rest benches and shelters located within the corporate limits of the City of Pensacola. The installation of bus rest benches and shelters shall be consistent with good construction practices. Maintenance shall include periodic cleaning and repair of bus rest benches and shelters. The immediate area around each facility shall be periodically cleaned of debris and trash.

2.2 The County shall provide the City with a current map showing the location of bus rest benches and shelters on an annual basis or more frequently as any location changes may occur. The County shall cause the removal or relocation of any bus bench or shelter upon notification by the City to the County that the City deems said locations to be a hazard to public safety or not in the best interest of the City of Pensacola.

2.3 Bus rest benches and shelters shall only be located at active ECAT bus stops. Bus rest benches and shelters shall be removed within 30 days from any inactive ECAT bus stop.

2.4 The County shall retain all revenue generated from advertising on ECAT bus rest benches and shelter facilities located within the corporate limits of the City of Pensacola.

2.5 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

#### <u>Article 3</u> <u>General Provision</u>

3.1 <u>Termination</u>: This Agreement may be terminated by either party at its discretion, upon ninety (90) days written notice by the terminating party to the other party of such termination.

3.2 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 government bodies of the State of Florida, agree to be fully responsible 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 County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

3.3 **Records:** The parties acknowledge that this Agreement and any related

financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.4 **Assignment:** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

## 3.5 <u>All Prior Agreements Superseded:</u>

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.6 <u>Headings:</u> Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 <u>Survival</u>: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.8 <u>Interpretation</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the 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 the Agreement, it shall immediately notify the other Party and request clarification of the 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 of the terms and provisions hereof.

3.9 <u>Severability:</u> The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 **<u>Governing Law:</u>** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.12 **<u>Notices:</u>** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

## TO THE COUNTY

TO THE CITY

County Administrator 221 Palafox Place, Suite 420 Post Office Box 1591 Pensacola, FL 32597

City Administrator City of Pensacola Post Office Box 12910 Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 **<u>No Waiver</u>**: 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of Commissioners, signing by and through its Chairman, authorized to execute same by the Board action on the \_\_ day of \_\_\_\_\_ 2013, and the City of Pensacola, by and through its Mayor, authorized to execute same on the \_\_ day of \_\_\_\_\_ 2013.

Approved as to form and legal
sufficiency
By/Title:
Date: 5/24/13

#### COUNTY:

**ESCAMBIA COUNTY, FLORIDA,** a political subdivision of the State of Florida by and through its duly authorized Board of County Commissioners.

By:

Gene M. Valentino, Chairman

Date:

ATTEST: Pam Childers Clerk of the Circuit Court BCC Approved:\_

**Deputy Clerk** 

#### CITY:

THE CITY OF PENSACOLA, a Florida Municipal Corporation.

By: Ashton J. Hayward III, Mayor

Date:

ATTEST: City Clerk

APPROVED AS TO CONTENT:

Director of Public Works

.26 Date: (

By:

LEGAL IN FORM AND VALID AS DRAWN: UN. By: **City Attorney** 



PUBLIC WORKS and FACILITIES

August 23, 2013

Randall N. Smith, Chief Executive Officer Martin Mency of Escambia County, LLC PO Box 600126 Jacksonville FL 32260

RE: Contract Termination – Licensee Advertising Agreement for Placement of Rest Benches and Shelters on City of Pensacola Right-Of-Way

Dear Mr. Smith,

The City accepts your July 22, 2013 letter of request to termination of contract between the City of Pensacola and Martin Mency of Escambia County, LLC, pertaining to bus benches and shelters within the City of Pensacola city limits. The termination of contract is hereby effective as of August 22, 2013.

Attest:

La L. Burnet

Ericka Burnett, City Clerk

Attest:

Ericka Burnett, City Clerk

Legal in Form and Valid as Drawn:

Jim Messer, City Attorney

City of Pensacola

allen M Custille fr

Ashton J. Hayward, III, Mayor

Approved As To content:

L. Derrik Owens, Director of Public Works and Facilities



July 22, 2013

Ryan Novota City of Pensacola 222 West Main Street Pensacola, FL 32502

Re: Contract Termination

Dear Mr. Novota:

We would like to cancel our agreement with the city due to the county taking over all of the bus stops within the city limits. Everyone will benefit from this change because we will have one point of contact for issues with regards to bus stops within the city and county. If you have any questions or concerns then please feel free to contact me.

Print Name: HARLY A. F RIEND

Print Name: GIENA A Flute

MARTIN MENCY OF ESCAMBIA COUNTY, LLC

By: 6, 4 Sulla, Randall N. Smith, Chief Executive Officer

# **Report of City Council Action Items**

August 22, 2013



Members Present: P. C. Wu, Jewel Cannada-Wynn, Charles Bare, Larry B. Johnson, Sherri Myers, Megan B. Pratt, Brian Spencer, Andy Terhaar, and Gerald Wingate

#### Absent: None

### CONSENT AGENDA ITEMS



INTERLOCAL AGREEMENT –ESCAMBIA COUNTY – PLACEMENT AND MAINTENANCE OF ESCAMBIA COUNTY AREA TRANSIT

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between Escambia County and the City of Pensacola relating to the Placement and Maintenance of Escambia County Area Transit (ECAT) Rest Benches and Shelters within the corporate limits of the City of Pensacola.

The motion passed unanimously.

2. AMENDED PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION (PEDC) INTERLOCAL AGREEMENT

That City Council approve the amended PEDC Interlocal Agreement related to the development of the Downtown Technology Park subject to the approval of the amended PEDC Interlocal Agreement by the City of Pensacola CRA.

The motion passed unanimously.

### **REGULAR AGENDA ITEMS**

3. PUBLIC HEARING EAR-BASED ZONING MAP AMENDMENT

That City Council conduct a public hearing on August 22, 2013 to consider the proposed EAR-Based amendments to the City's Zoning Map.

NO ACTION REQUIRED. 2<sup>ND</sup> PUBLIC HEARING SCHEDULED FOR THURSDAY, SEPTEMBER 12, 2013.

4. PUBLIC HEARING AND ADOPTION OF ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2013 STORMWATER ASSESSMENT ROLL

That City Council conduct a public hearing on August 22, 2013 to adopt the final assessment resolution imposing stormwater service assessments and approving the 2013 Stormwater Assessment Roll. *MOTION TO APPROVE* 

#### The motion passed unanimously.

RESOLUTION NO. 17-13 APPROVED

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

The motion passed unanimously.

# **Agenda Conference Minutes**

August 19, 2013, 3:34 P.M.

Hagler Mason Conference Room 2<sup>nd</sup> Floor City Hall



City Council Members Present: P.C. Wu, President, Jewel Cannada-Wynn, Vice-President, Charles Bare, Larry B. Johnson, Sherri Myers, Megan B. Pratt, Brian Spencer, Andy Terhaar, Gerald Wingate (arrived 4:01)

Absent: Jewel Cannada-Wynn, Vice-President

The purpose of the Agenda Conference is to provide Council members an opportunity to review together, as a collegial body, the Council Memoranda, become familiar with the items to be considered at the next regular Council meeting and have an opportunity to preliminarily discuss each item with the sponsor of that item and amongst themselves for the limited purpose of understanding the intent of the item and not to decide whether to approve it. (City Council Rules and Procedures Section 2.04)

# The following items were placed on the August 22<sup>nd</sup> City Council Consent Agenda:

- 1. Interlocal Agreement Escambia County Placement and Maintenance of Escambia County Area Transit (Action: Mayor)
- 2. Amended Pensacola-Escambia Commission (PEDC) Interlocal Agreement (Action: Mayor)

# The following items were placed on the August 22<sup>nd</sup> City Council Regular Agenda:

- 3. Miscellaneous Appropriation Agreement between the City and Gulf Coast African American Chamber of Commerce (GCAACC) (Action: Mayor)
- 4. Miscellaneous Appropriation Agreement between the City and Community Maritime Park Associates, Inc. (CMPA) (Action: Mayor)
- 5. Public Hearing: EAR-Based Zoning Map Amendment (Action: Mayor)
- 6. Public Hearing and Adoption of Annual Assessment Resolution Imposing Stormwater Service Assessments and Approval of 2012 Stormwater Assessment Roll (Action: Mayor)
- Code Enforcement Authority Special Magistrate Request for Lien Reductions Case # 11-013, Case # 11-032 (Action: Mayor)
- 8. Voluntary Annexation Request Chapins Landing (Action: Mayor)
- 9. Ordinance Repealing the City Code Provisions for the West Florida Public Library and the Library Advisory Board (Action: Mayor)
- 10. Revisions to Parks and Recreation Ordinance: Sections 6-3-1, 6-3-2, 6-3-3, 6-3-4, 6-3-6, and 6-3-8 (Action: Bare)
- 11. Acceptance of Federal Aviation Administration Grant Offer Land Acquisition Reimbursement and Design Projects (Action: Mayor)
- 13. Mayor's Report: Financial Report Nine Months Ending June 30, 2013 (Discussion: Mayor)

# The following item was presented at the conference and removed:

12. Disposition of Surplus Property - 600 Block of West Intendencia (Action: Mayor)

Removed by Sponsor.

# **COUNCIL MEMORANDUM**

August 22, 2013

# **LEGISLATIVE ACTION ITEM**

SPONSOR: Ashton J. Hayward, III, Mayor Office of the office offic

SUBJECT: Interlocal Agreement – Escambia County – Placement and Maintenance of Escambia County Area Transit Rest Benches and Shelters

# **RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between Escambia County and the City of Pensacola relating to the Placement and Maintenance of Escambia County Area Transit (ECAT) Rest Benches and Shelters within the corporate limits of the City of Pensacola.

AGENDA: \_\_\_\_ Regular \_\_\_ X\_\_ Consent

Hearing Required: Public \_\_\_\_\_ Quasi-Judicial \_\_\_\_ No Hearing Required \_\_X\_

# SUMMARY:

Escambia County and City of Pensacola staff have extensively researched and discussed the ECAT rest bench and shelter issues and determined that it is in the best interest of the citizens that a single entity manage the program for purposes of continuity and efficiency. It has been jointly agreed that the County should assume the responsibility of all placement and maintenance of the ECAT bus rest benches and shelters located within the corporate limits of the City of Pensacola, as they currently manage the entire transit system also. This Interlocal Agreement transfers all responsibilities including maintenance of ECAT bus benches and shelters to the County at no cost or other obligation to the City.

Highlights of the Interlocal Agreement are as follows:

- 1. County will ensure the proper installation of ECAT bus benches and shelters be consistent with good construction practices and current ADA standards.
- 2. Maintenance shall include periodic cleaning and repair when necessary. Immediate area around each facility shall be periodically cleaned of debris and trash.
- 3. County shall provide the City with a current map showing the location of bus rest benches and shelters on an annual basis or more frequently as any location changes may occur. County shall cause the removal or relocation upon notification by the City that the City deems said locations to be hazard to public safety or not in the best interest of the City of Pensacola.
- 4. Bus rest benches and shelters shall only be located at active ECAT bus stops and shall be removed from any inactive bus stop within thirty (30) days.
- 5. County shall retain all generated compensation from advertising on ECAT bus rest benches and shelter facilities within the corporate limits of the City of Pensacola.

Item #1

Council Memorandum Interlocal Agreement - Escambia County – Placement and Maintenance of Escambia County Area Transit Rest Benches and Shelters August 22, 2013 Page #2

### **PRIOR ACTION:**

In 1994, the City had an agreement with the civic organization the Jaycees for the placement of rest benches and rider shelters for ECAT. The City's agreement held that the Jaycees retained any revenue generated by advertisements placed on the benches or shelters.

July 22, 2004, Jaycees requested a one year extension on the existing contract.

July 21, 2005, the rights from the Jaycees agreement were assigned to Lamar Advertising and at that time a 3 year extension was requested. Where Lamar Advertising would pay the City \$20 per shelter and 7.50 per bench. This contract covered all maintenance and litter removal at the locations to be performed by Lamar.

September 25, 2008, City council authorized the City manager to negotiate and enter into an interlocal agreement with Escambia County to transfer oversight of the placement and maintenance of rest benches and bus shelters that service riders of ECAT. Estimated average advertising revenues were \$1,700 per year. Lamar Advertising contract was extended on a month to month basis until a contract solution was found.

July 8, 2009, a memorandum was provided to City Council regarding changing the bus benches to a park bench using LOST funds. It was stated that LOST funds could only be used for purchasing of the park benches and not maintenance of the park benches. The County was receptive to moving forward with an interlocal agreement; however, the County would not accept the maintenance responsibility for replacement of the park benches due to the current responsibility with the advertising bench being on Lamar Advertising to perform.

February 22, 2011, Martin Mency received the assignment from Lamar Advertising.

December 15, 2011, the City entered into a contract with Martin Mency which 1) ensured that the City has approval authority for bench and shelter locations and design 2) ensures that all structures are in compliance with the ADA standards; and 3) provides for a set aside of between 15% to 18% of advertising for City use, but no revenues to the City.

### FUNDING:

None.

### FINANCIAL IMPACT:

N/A

### **STAFF CONTACT:**

Colleen M. Castille, City Administrator Richard Barker, Jr., Chief Financial Officer Derrik Owens, P. E. Director, Public Works & Facilities Council Memorandum Interlocal Agreement - Escambia County – Placement and Maintenance of Escambia County Area Transit Rest Benches and Shelters August 22, 2013 Page #3

### **ATTACHMENTS:**

- 1. Interlocal Agreement Between Escambia County and the City of Pensacola Relating to the Placement and Maintenance of Escambia County Area Transit Rest Benches and Shelters
- 2. Request for Termination of Contract from Marin Mency of Escambia County, LLC
- 3. City Letter of Acceptance of Termination of Contract with Marin Mency of Escambia County, LLC
- 4. Contract with Martin Mency and the City of Pensacola

# **PRESENTATION:**

No.



PUBLIC WORKS and FACILITIES

August 23, 2013

Randall N. Smith, Chief Executive Officer Martin Mency of Escambia County, LLC PO Box 600126 Jacksonville FL 32260

RE: Contract Termination – Licensee Advertising Agreement for Placement of Rest Benches and Shelters on City of Pensacola Right-Of-Way

Dear Mr. Smith,

The City accepts your July 22, 2013 letter of request to termination of contract between the City of Pensacola and Martin Mency of Escambia County, LLC, pertaining to bus benches and shelters within the City of Pensacola city limits. The termination of contract is hereby effective as of August 22, 2013.

Attest:

ucha L. Burnett

Ericka Burnett, City Clerk

Attest:

Ericka Burnett, City Clerk

Legal in Form and Valid as Drawn:

Jim Messer, City Attorney

City of Pensacola

Ashton J. Hayward, III, Mayor

Approved As To Content:

L. Derrik Owens, Director of Public Works and Facilities



July 22, 2013

Ryan Novota City of Pensacola 222 West Main Street Pensacola, FL 32502

Re: Contract Termination

Dear Mr. Novota:

We would like to cancel our agreement with the city due to the county taking over all of the bus stops within the city limits. Everyone will benefit from this change because we will have one point of contact for issues with regards to bus stops within the city and county. If you have any questions or concerns then please feel free to contact me.

Marlen J. Huens Print Name HARLY F. FRIEND

Print Name: Glena AF

MARTIN MENCY OF ESCAMBIA COUNTY, LLC

By: 6, 4 WHW Randall N. Smith, Chief Executive Officer

# **REPORT OF COUNCIL ACTION** OFFICE OF THE CITY CLERK

December 15, 2011

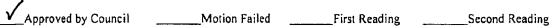


Agenda Item:<u>11C</u>

Subject: PROPOSED CONTRACT WITH MARTIN MENCY FOR PLACEMENT AND MAINTENANCE OF ADA COMPLIANT REST BENCHES AND BUS SHELTERS LOCATED INSIDE THE CITY LIMITS

Ordinance #:\_\_\_\_\_

Action Taken:



Referred To:

\_\_\_\_\_Staff \_\_\_\_Other \_\_\_\_Committee

Council Member			Action	<u></u>	
	Absent	Motion	Second	Yes	No
Maren DeWeese				V.	
Sam Hall - President					
John Jerralds			1		
Larry B. Johnson			$\checkmark$		
Sherri Myers					
Megan B. Pratt					
Brian Spencer					
Ronald P. Townsend - Vice President				<i>.</i>	
P.C. Wu					-

Copies:

\_\_\_\_Council File

\_\_\_\_\_Municipal Code

# Report of Consent Agenda December 15, 2011

Item 11





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Members Present: Hall, Townsend, DeWeese, Jerralds, Johnson, Myers, Pratt, Spencer, and Wu Members Absent: None

All Items Passed Unanimously in Committee of the Whole - December 12, 2011

## CONSENT AGENDA

A. FY 2012 UNENCUMBERED CARRYOVER BUDGET RESOLUTION

That the resolution amending the fiscal year 2012 budget be approved.

### B. CODE ENFORCEMENT BOARD REQUEST FOR LIEN RELEASE – 715 NORTH 7TH AVENUE

That City Council approve a recommendation from the Code Enforcement Board to rescind the recorded lien against the property located at 715 North 7th Avenue and authorize the Mayor to execute the appropriate documents.

PROPOSED CONTRACT WITH MARTIN MENCY FOR PLACEMENT AND MAINTENANCE OF ADA COMPLIANT REST BENCHES AND BUS SHELTERS LOCATED INSIDE THE CITY LIMITS

That City Council approve the proposed contract with Martin Mency for placement and maintenance of ADA compliant rest benches and bus shelters within the City that serve riders of Escambia County Area Transit (ECAT).

D. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, (AFSCME) COUNCIL 79 COLLECTIVE BARGAINING AGREEMENT

That City Council ratify the Collective Bargaining Agreement between the City of Pensacola and the American Federation of State, County, and Municipal Employees (AFSCME), pending approval of the agreement by AFSCME.

E. INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 MEMORANDUM OF UNDERSTANDING

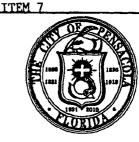
That City Council ratify the Memorandum of Understanding between the City of Pensacola and the International Association of Firefighters, Local 707, bargaining unit. Further, that City Council approve the attached Supplemental Budget Resolution which will provide for additional funding for PTO payout and holiday pay.

F. QUALIFIED TARGET INDUSTRY TAX REFUND INCENTIVE FOR "PROJECT ALLEN"

That City Council approve a resolution supporting the award of a state of Florida Qualified Target Industry tax refund for "Project Allen".

# **COMMITTEE MEMORANDUM**

December 12, 2011



FROM:

Ashton J. Hayward, III, Mayor WM AR ATH

SUBJECT:Proposed Contract with Martin Mency for Placement and Maintenance of ADA<br/>Compliant Rest Benches and Bus Shelters Located inside the City Limits

### **RECOMMENDATION:**

That City Council approve the proposed contract with Martin Mency for placement and maintenance of ADA compliant rest benches and bus shelters within the City that serve riders of Escambia County Area Transit (ECAT).

### SUMMARY:

Starting in 1994, the City had an agreement with the civic organization the Jaycees for the placement of rest benches and rider shelters for ECAT. The City's agreement held that the Jaycees retained any revenue generated by advertisements placed on the benches or shelters. In 2005, the rights from the Jaycees agreement were assigned to Lamar Advertising.

On July 6, 2009, City Council rejected a proposed interlocal agreement with Escambia County to transfer oversight of the placement and maintenance of rest benches and shelters within the City.

On February 22, 2011, Martin Mency received the assignment from Lamar Advertising. Martin Mency has had the responsibility for maintaining the current inventory since that time and has exclusive rights to use the benches and shelters for advertising opportunities.

The proposed contract with Martin Mency 1) ensures that the City has approval authority for bench and shelter location placement and design; 2) ensures that all structures are in compliance with the ADA; and 3) provides for a set-aside of between 15% to 18% of advertising for City use. The agreement may be terminated by the City for cause with a 30 day notice, and is for a term of five years.

### **PRIOR ACTION:**

July 6, 2009 - Council rejected a proposed interlocal agreement with Escambia County to transfer oversight of the placement and maintenance of rest benches and shelters with the City.

FUNDING:

No funding is required.

FINANCIAL IMPACT:

None.

Committee of the Whole Proposed Contract with Martin Mency for Placement and Maintenance of ADA Compliant Rest Benches and Bus Shelters Located inside the City Limits December 12, 2011 Page 2

### **STAFF CONTACT:**

William H. Reynolds, City Administrator

### ATTACHMENTS:

1) Proposed Contract

#### PRESENTATION:

No.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5239	Cour	nty Administrator's Report	12. 5.
BCC Regular N	leeting	Technical/Public Service Co	onsent
Meeting Date:	11/21/2013		
Issue:	Request for Disposition and Reins	statement of Property	
From:	Joy D. Blackmon, P.E., Departme	nt Director	
Organization:	Public Works		
CAO Approval:			

### **RECOMMENDATION:**

Recommendation Concerning the Requests for Disposition and Reinstatement of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the three Request for Disposition of Property Forms and two Request for Reinstatement of Property Forms for the Public Works Department, indicating thirteen items to be properly disposed of, and four items to be reinstated to the property list, all of which are described and listed on the Request Forms, with reasons for disposition and/or reinstatement stated.

### **BACKGROUND:**

The surplus property listed on the attached Request for Disposition of Property Forms has been checked, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation.

The property listed for reinstatement includes three Pumper Trucks, which were presented to the Board for Disposition on December 8, 2011. Once the trucks went through that procedure, Public Safety (Fire) offered the trucks to Public Works (Roads), as the trucks were usable, just not by Public Safety.

The other item listed for reinstatement is a Utility Trailer that wasn't able to be located during inventory, so it was considered lost and written off with the stipulation that, if it were found, it would be reactivated to the property list.

All of the attached Request Forms have been signed by all applicable authorities.

### **BUDGETARY IMPACT:**

N/A

# LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

## POLICY/REQUIREMENT FOR BOARD ACTION:

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

# **IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

# Attachments

Request for Disposition and Reinstatement Forms

# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

DATE:	10/23	TO: BOARD	OF COUNTY COMMISSION	IERS				
FROM:	Sherry Ho	dland	COST CENTER NO-	210401	210402			
PROM.		Custodian (PRINT NAME)	E) COST CENTER NO: 210401 210402 210405					
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1	48358	Truck 1/2T	IFTRX18L3YNB26469	Ford	2000	Fair		
2	48386	Truck Pick-up	1GCEC14W14Z281475	Chevy	2000	Fair		
3	47192	Truck Service	1FDNF20L0XEDO5484	Ford	1999	Fair		
4	52285	Truck 1/2T	1FTPX125X4NA23819	Ford	2003	Far		
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	and the second s	AD DEPARTMENT	111					
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Property	Custodian (Sign	ature): Aug to	Phone No:	937-2123				
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continuo	Sen	d for recycling-Unusable						
Compute Date:	r is Ready for D	isposition Information Technology Tec	hnician Signature:					
TO:	County Admini	stration	Date:	3/2013				
FROM:	Escambia Coun	ty Bureau	TERRY GRAY	signee				
RECOM	MENDATION:		Date: 10-28-13		0	-		
TO:		y Commissioners	and the state	5	1			
	County Admini		Duru Jonan					
	a dang serang		George Touart					
			Interim County Administrator					
Approved	d by the County	Commission and Recorded in th	ie Minutes of:					
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			By (Deputy Clerk)					
This Equ	ipment Has Bee	n Auctioned / Sold						
by:	A New York Contraction of the							
-7.	Print Name		Signature		Date			
Property		Clerk & Comptroller's Finance	: Department					
Clerk & (	Comptroller's F	mance Signature of Receipt	Date					

# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

## DATE: 8/29/13 TO: BOARD OF COUNTY COMMISSIONERS

 FROM:
 Sherry Holland
 COST CENTER NO:
 260101
 260102

 Property Custodian (PRINT NAME)
 210402

Property Custodian (Si	Blower, Hand Held         Blower, Hand Held         Pole Saw         Chainsaw         Pole Saw         Cut-Off Saw         XX Junked         Donated         OAD DEPARTMENT         gnature):         JUNCLOGY (IT Technician):         ispose to Charity-Unusable for Beend for recycling-Unusable         Disposition	Print Name	166 176 67 147 121 114 014	MODEL BG72 BG85 HT70 MS440 HT100 TS700 will be removed	YEAR 1996 2001 2005 2004 2004 2005 before jun	CON- DITION Broken Broken Broken Broken
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5       T53420         6       55401         DISPOSAL METHOD         Disposing Dept.       R         Property Custodian (Si         INFORMATION TECH         Conditions:       D         S         Computer is Ready for	Pole Saw Cut-Off Saw XX Junked Donated OAD DEPARTMENT gnature): INOLOGY (IT Technician): ispose to Charity-Unusable for Be end for recycling-Unusable	2633861           1649190	21 014 old sable parts w	HT100 TS700 vill be removed	2004 2005	Broken Broken
6     55401       DISPOSAL METHOD       Disposing Dept.     R       Property Custodian (Sin       INFORMATION TECH       Conditions:     D       S       Computer is Ready for	Cut-Off Saw           XX         Junked           Donated           OAD DEPARTMENT           gnature):         Survey           INOLOGY (IT Technician):           ispose to Charity-Unusable for Beend for recycling-Unusable           Disposition	Auction / So Other: All us	014 old sable parts w	TS700	2005	Broken
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Conditions: D S Computer is Ready for	ispose to Charity-Unusable for Be end for recycling-Unusable Disposition					
	Information Technology Tec		el	1203		
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RECOMMENDATION FO: Board of Cou FROM: County Adm	nty Commissioners	Date:				
County Aun	instruction	George Touart Interim County Administrator				
Approved by the Coun	y Commission and Recorded in the		Childers/Clerk	of the Circuit Co	urt & Comptro	oller
		By (De	eputy Clerk)	k <u></u>		
This Equipment Has B	en Auctioned / Sold					
у:					2.2.2	
Print Name		Signature			Date	
	to Clerk & Comptroller's Finance Finance Signature of Receipt	e Department				

# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

# DATE: 10/14/13 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 260101 Property Custodian (PRINT NAME)

DEOUS			CROCER				
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NO.	NUMBER			MODEL	TEAK	DITION	
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2	51800	Saw Brush Cutter		6845017	26	2003	Bad
3	T51802	Saw Brush Cutter	5	6845015	MS260	2003	Bad
			1	-			2.11
DISPOS.	AL METHOD:	Junked Donated		on / Sold :: To be used for pa	rts then junked		
Disposin		AD DEPARTMENT	16000				
Property	Custodian (Signa	ature): <u>XAUY</u>	Hola	MQPhone No:	937-2123		
INFORM	IATION TECHN	OLOGY (IT Technician):	Print Name				
Conditio		ose to Charity-Unusable for B					
	Senc	I for recycling-Unusable					
Compute	r is Ready for Di	sposition					
Date:	a to rectuly for Dr	Information Technology Tec	chnician Signa	ture:			
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TO:	County Adminis	stration		Date: _/6	14/2013		
FROM:	Escambia Count	y Bureau	TERRY GF		my Ita	-	
				Director or	designee	0	
_					<u> </u>	$\bigcirc$	
RECOM	MENDATION:		Date:				
TO:		Commissioners			-		
FROM:	County Adminis		1.2.2				
			George Tou				
			Interim Co	unty Administrato	or		
Approve	d by the County	Commission and Recorded in t	he Minutes of:			100	
				Pam Childers/Cler	k of the Circuit Co	unt & Comptre	oller
				By (Deputy Clerk)			
This Equ	ipment Has Beer	Auctioned / Sold					
by:							
	Print Name		Signature			Date	
Property	Tag Returned to	Clerk & Comptroller's Finance	e Department				
Clerk &	Comptroller's Fi	nance Signature of Receipt	-	Date		- 1 C	
CICIN DE	comparenter a l'in	in the organization of the				dg 8-28-08	

# REQUEST FOR RE-INSTATEMENT OF PROPERTY ESCAMBIA COUNTY, FLORIDA

DATE:	*9/18/13	/, TO: Clerk &	Comptroller's Finance De			
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# REQUEST FOR RE-INSTATEMENT OF PROPERTY ESCAMBIA COUNTY, FLORIDA

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Date



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5303	County Administrator's Report 12. 6.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	11/21/2013
Issue:	Amendment to Agreement Related to Transit Advertising Services for Escambia Area Transit
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

## **RECOMMENDATION:**

Recommendation Concerning an Amendment to the Agreement Related to Transit Advertising Services for Escambia Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning an Amendment to Agreement Related to Transit Advertising Services for Escambia Area Transit PD 10-11.019:

A. Approve the Amendment to Agreement Related to Transit Advertising Services for Escambia Area Transit; and

B. Authorize the Chairman to sign the Amendment.

At this time, the County would like to amend the Contract to include the corporate limits of the City of Pensacola. Also included in the Amendment is a clause stating that a permit must be acquired before any construction of new or modification of existing bus shelters, benches, and pads.

### BACKGROUND:

Meeting in regular session on September 16, 2010, the Board of County Commissioners unanimously approved award of a Contract (Licensee Advertising Agreement for Placement of Rest Benches and Shelters on Escambia County Rights-of-Way) for PD 09-10.066, Escambia Area Transit Bus Bench advertising, to Martin-Mency, for a period of five years, with an additional five-year period, in accordance with the terms and conditions of the solicitation.

At this time, the County would like to amend the Contract to include the corporate limits of the City of Pensacola. Also included in the Amendment is a clause stating that a permit must be acquired before any construction of new or modification of existing bus shelters, benches and pads.

### BUDGETARY IMPACT:

Escambia County will not receive all of the revenue from the advertising within the City of Pensacola.

### LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on this Amendment on October 22, 2013.

## PERSONNEL:

N/A

# POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

# IMPLEMENTATION/COORDINATION:

Escambia County Area Transit (ECAT) will provide all coordination with Martin-Mency and with other agencies/persons.

## Attachments

Signed Amendment to Agreement Transit Advertising Agreement BCC Action 09 16 2010

### STATE OF FLORIDA COUNTY OF ESCAMBIA

### AMENDMENT TO AGREEMENT RELATED TO TRANSIT ADVERTISING SERVICES FOR ESCAMBIA AREA TRANSIT PD 10-11,019

THIS AMENDMENT TO THE AGREEMENT is made and entered into on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2013, by and between the Board of County Commissioners of Escambia County, Florida, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "Escambia County" or "County"), and Martin Mency of Escambia County, LLC, a Limited Liability Company authorized to transact business in the State of Florida, with administrative offices at 150 NW 70th Avenue, Suite 3, Plantation, Florida 33317, and whose Federal Tax Identification Number is 27-3197045, (hereinafter referred to as "Licensee").

### WITNESSETH:

WHEREAS, on or about September 16, 2010, the County entered into an agreement with Licensee for transit advertising services for Escambia County Area Transit (ECAT) rest benches and shelters located within the unincorporated areas of the County; and

WHEREAS, the parties have agreed to amend the agreement to include advertising services on bus rest benches and shelters located within the corporate limits of the City of Pensacola; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Licensee agree to amend the agreement entered into on September 16, 2010, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. That Paragraph 1 of the agreement is amended as follows:

1. <u>LICENSE GRANT.</u> Escambia County does hereby grant unto the Licensee, its successors and assigns, subject to the conditions stated herein, the sole and exclusive license, privilege, and right to place rest benches and shelters along public streets and thoroughfares, and other localities which will serve the public convenience and necessity

within the unincorporated areas of Escambia County <u>and the corporate timits of the City</u> of <u>Pensacola</u>. All rest benches and shelters are and shall remain the exclusive personal property of the Licensee, who shall be solely responsible for their erection, safety, and maintenance. It is the express intent of the Board of County Commissioners that the County's rights-of-way, which are the subject of this Agreement, are not dedicated to First Amendment activity and that by this Agreement, Escambia County is acting only in its proprietary capacity to generate revenue for the County.

3. That Paragraph 3 of the agreement is amended as follows:

3. <u>SITE LOCATION AND APPROVAL.</u> Prior to the placement of any new bus benches or shelters by the Licensee within the unincorporated areas of Escambia County or the corporate limits of the City of Pensacola, the Licensee shall submit to the Escambia County Area Transit, as agent for the County, a list of such proposed sites which have been selected for said benches or shelters, and shall obtain the placement approval for such sites from Escambia County Area Transit and from any other governmental authority necessary to carry out such placements.

All bus shelter and bus bench locations must be approved by the County or designated agent. <u>Before construction of any new, or modification of any existing bus</u> shelters, benches and pads, a permit must be acquired, in part to verify that the selected location is in the right-of-way of the state, county or city. If the location is not in a right-of-way, an easement must also be obtained prior to commencement of construction or modification. Any existing locations found to be on private property may be required to be relocated according to the terms above. Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar areas needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, Licensee may locate bus shelters and bus benches on private property as may be necessary, and provided further that such bus shelters and bus benches shall be subject to compliance with the provisions of the Agreement.

4. That Paragraph 5 of the agreement is amended as follows:

5. <u>DESIGN.</u> Any proposal submitted should include a complete set of drawings detailing the design and construction of any and all bus shelters and bus benches proposed to be placed in the service area. The County or designee shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or aesthetically pleasing. Licensee may propose use of a different bus shelter and/or bus bench design, type, and construction that may be more compatible to a unique location.

All bus shelters and bus benches shall meet or exceed hurricane wind resistance building code requirements.

Licensee shall locate and design the bus shelters and bus benches so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

Licensee agrees to use solar powered products to light its bus shelters. Light sources shall be shielded so as to not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting shall not interfere with the night vision of drivers. No exposed neon tubing is permitted.

All bus shelters must be ADA compliant, to include the following minimum design standards: Transit Facilities Guidelines – FDOT, latest edition; Manual of Uniform Traffic Control Devices – FHWA, latest edition; Public Right-Of-Way Accessibility Guidelines – US Access Board, latest edition; and the American with Disabilities Act, 1993 as amended.

No bus bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line is greater than forty-five degrees, and no bench, unless otherwise authorized, may be placed so that it is closer than sixteen inches to the face of the curb or further if applicable regulation requires.

5. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

6. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

7. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_\_ day , 2013, and Martin Mency of Escambia County, LLC, signing by of and through its President duly authorized to execute same.

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

	By: Lumon J. May, Chairman	-
Pam Childers Clerk of the Circuit Court	Date:	
	BCC Approved:	
Clerk	Approved as to form and legal sufficiency By/Title:	

LICENSEE: Martin Mency of Escambia County, LLC, a Foreign Limited Liability Company.

By:

Patrick Mency, Executive Vice President

Date: 11-7-13

WITNESS:

ATTEST: Pam Childers

Deputy Clerk

By:

(Seal)

WITNESS:

### STATE OF FLORIDA COUNTY OF ESCAMBIA

### AMENDMENT TO AGREEMENT RELATED TO TRANSIT ADVERTISING SERVICES FOR ESCAMBIA AREA TRANSIT PD 10-11.019

### WITNESSETH:

WHEREAS, on or about September 16, 2010, the County entered into an agreement with Licensee for transit advertising services for Escambia County Area Transit (ECAT) rest benches and shelters located within the unincorporated areas of the County; and

WHEREAS, the parties have agreed to amend the agreement to include advertising services on bus rest benches and shelters located within the corporate limits of the City of Pensacola; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

**NOW, THEREFORE,** in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Licensee agree to amend the agreement entered into on September 16, 2010, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. That Paragraph 1 of the agreement is amended as follows:

1. <u>LICENSE GRANT.</u> Escambia County does hereby grant unto the Licensee, its successors and assigns, subject to the conditions stated herein, the sole and exclusive license, privilege, and right to place rest benches and shelters along public streets and thoroughfares, and other localities which will serve the public convenience and necessity

within the unincorporated areas of Escambia County and the corporate limits of the City <u>of Pensacola</u>. All rest benches and shelters are and shall remain the exclusive personal property of the Licensee, who shall be solely responsible for their erection, safety, and maintenance. It is the express intent of the Board of County Commissioners that the County's rights-of-way, which are the subject of this Agreement, are not dedicated to First Amendment activity and that by this Agreement, Escambia County is acting only in its proprietary capacity to generate revenue for the County.

3. That Paragraph 3 of the agreement is amended as follows:

3. <u>SITE LOCATION AND APPROVAL.</u> Prior to the placement of any new bus benches or shelters by the Licensee within the unincorporated areas of Escambia County <u>or the corporate limits of the City of Pensacola</u>, the Licensee shall submit to the Escambia County Area Transit, as agent for the County, a list of such proposed sites which have been selected for said benches or shelters, and shall obtain the placement approval for such sites from Escambia County Area Transit and from any other governmental authority necessary to carry out such placements.

All bus shelter and bus bench locations must be approved by the County or designated agent. <u>Before construction of any new, or modification of any existing bus</u> <u>shelters, benches and pads, a permit must be acquired, in part to verify that the selected</u> <u>location is in the right-of-way of the state, county or city. If the location is not in a right-of-way, an easement must also be obtained prior to commencement of construction or modification. Any existing locations found to be on private property may be required to be relocated according to the terms above.</u> Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar areas needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, Licensee may locate bus shelters and bus benches on private property within the service area, provided, however, that the licensee secure, at its own expense, written leases, authorizations, or grants of easements from the owners of such property as may be necessary, and provided further that such bus shelters and bus benches shall be subject to compliance with the provisions of the Agreement.

4. That Paragraph 5 of the agreement is amended as follows:

5. <u>DESIGN.</u> Any proposal submitted should include a complete set of drawings detailing the design and construction of any and all bus shelters and bus benches proposed to be placed in the service area. The County or designee shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or aesthetically pleasing. Licensee may propose use of a different bus shelter and/or bus bench design, type, and construction that may be more compatible to a unique location.

All bus shelters and bus benches shall meet or exceed hurricane wind resistance building code requirements.

Licensee shall locate and design the bus shelters and bus benches so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

Licensee agrees to use solar powered products to light its bus shelters. Light sources shall be shielded so as to not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting shall not interfere with the night vision of drivers. No exposed neon tubing is permitted.

All bus shelters must be ADA compliant, to include the following minimum design standards: Transit Facilities Guidelines – FDOT, latest edition; Manual of Uniform Traffic Control Devices – FHWA, latest edition; Public Right-Of-Way Accessibility Guidelines – US Access Board, latest edition; and the American with Disabilities Act, 1993 as amended.

No bus bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line is greater than forty-five degrees, and no bench, unless otherwise authorized, may be placed so that it is closer than sixteen inches to the face of the curb or further if applicable regulation requires.

5. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

6. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

7. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the day of \_\_\_\_\_\_, 2013, and Martin Mency of Escambia County, LLC, signing by and through its President duly authorized to execute same.

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

By: \_\_\_\_\_ Lumon J. May, 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: Date: 16

LICENSEE: Martin Mency of Escambia County, LLC, a Foreign Limited Liability Company.

By:

Patrick Mency, Executive Vice President

Date:

WITNESS:

WITNESS:

2010-001067 BCC Sep. 16, 2010 Page 1

# THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

CONTRACT PD 09-10.066 (LICENSEE ADVERTISING AGREEMENT FOR PLACEMENT OF REST BENCHES AND SHELTERS ON ESCAMBIA COUNTY RIGHTS-OF-WAY) 2010-001067 BCC Sep. 16, 2010 Page 2

E CORTON

### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

BCC: 9-16-2010

**ORGANIZATION:** Management and Budget Services

FROM: Amy Lovoy, Bureau Chief Qd

**DATE:** August 31, 2010

ISSUE: Escambia County Area Transit (ECAT) Bus Bench Advertising, PD 09-10.066

### **RECOMMENDATION:**

That the Board award a Contract for PD 09-10.066, Escambia County Area Transit Bus Bench Advertising to Martin-Mency for a period of 5 years with an additional 5 year period in accordance with the terms and conditions of the solicitation at the following income revenue rates:

Years 1 – 5 15% of Gross revenues to the County Years 6 – 10 18% of gross revenues to the County

Per unit annual guarantee:

 Years 1-3
 \$120 per unit

 Years 4-8
 \$130 per unit

 Y ears 8-10
 \$150 per unit

### BACKGROUND:

The current Contract term provides \$20 per bus shelter per year and \$7.50 per bus bench per year. This current Contract expires September 30, 2010. Martin-Mency was the only vendor with an installation process, which met or exceeded Americans with Disabilities Act Accessibility Guidelines (ADAAG), Sections 305, 402, 810, and 903. Martin-Mency was the only vendor with Hurricane Rated shelters and benches.

#### **BUDGETARY IMPACT:**

There are no expenses to be incurred by Escambia County, FL. Advertising receipts provided under terms of the Contract will be recorded in Mass Transit Fund 104, Revenue Account 344902.

### LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office prepared the Contract.

BCC: 9-16-2010 RE: ECAT Bus Bench Advertising, PD 09-10.066 Date: August 31, 2010 Page 2 of 2

### **PERSONNEL:**

No additional personnel will be required.

### POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION: NA

### **IMPLEMENTATION REQUIREMENTS:**

ECAT will provide all coordination with Martin-Mency.

### COORDINATION WITH OTHER AGENCIES/PERSONS:

ECAT will provide all coordination with other agencies/persons.

CONCUR: Larry M. Newsom, Interim County Administrator

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

### LICENSEE ADVERTISING AGREEMENT FOR PLACEMENT OF REST BENCHES AND SHELTERS ON ESCAMBIA COUNTY RIGHTS-OF-WAY

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of September, 2010, by and between the Board of County Commissioners of Escambia County, Florida, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "Escambia County" or "County"), and Martin-Mency, LLC, a Florida Limited Liability Company, with administrative offices at 151 NE 166<sup>th</sup> Street, Miami, Florida 33162, and whose Federal Tax Identification Number is 271560514, (hereinafter referred to as "Licensee").

### WITNESSETH:

WHEREAS, the Licensee seeks an Agreement with Escambia County authorizing the placement by it of rest benches and shelters along public streets and thoroughfares and other localities within Escambia County, which serves the public convenience and necessity; and

WHEREAS, the Licensee desires to enter into a contractual agreement with Escambia County by this Agreement regarding the placement and the sale of advertising on such rest benches and shelters; and

**WHEREAS**, the County wishes to enter into such an Agreement for the sole and exclusive purpose of raising revenue for Escambia County; and

WHEREAS, Escambia County believes that it will be in the best interest of the citizens for the placement on County rights-of-way of rest benches and shelters, which shall at all times remain a nonpublic forum, by the Licensee at appropriate points throughout the County rights-of-way.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and Agreements hereinafter set forth, it is mutually agreed and covenant as follows, to-wit:

1. <u>LICENSE GRANT.</u> Escambia County does hereby grant unto the Licensee, its successors and assigns, subject to the conditions stated herein, the sole and exclusive license, privilege, and right to place rest benches and shelters along public streets and thoroughfares, and other localities which will serve the public convenience and necessity within the unincorporated areas of Escambia County. All rest benches and shelters are and shall remain the exclusive personal property of the Licensee which shall be solely responsible for their erection, safety, and maintenance. It is the express intent of the Board of County Commissioners that the County's rights-of-way, which are the subject of this Agreement, are not dedicated to First Amendment activity and that by this Agreement, Escambia County is acting only in its proprietary capacity to generate

revenue for the County.

2. <u>BUS SHELTERS AND BUS BENCHES.</u> Unless approved by ECAT, no more than one bus shelter or bus bench shall be placed at a bus stop location. All bus shelters and bus benches shall be placed at a bus stop in the service area. The ECAT service area shall be defined as streets, roads, and/or highways traveled by ECAT bus routes. Bus shelters and bus benches shall be placed, maintained, and relocated as required by Escambia County or designated agent and pursuant to the Florida Administrative Code, Chapter 14, Department of Transportation. The bus shelters and bus benches are for the convenience of those using public transportation and shall be placed only at bus stops along the ECAT service area. All bus shelters and bus benches shall meet the U.S. Department of Transportation "ADA Standards for Transportation Facilities."

Licensee will replace all existing benches (currently 281) at existing bus stop locations in the first 120 days after issuance of all necessary permits, and replace all existing bus shelters (currently 54) at existing bus stop locations within the first 180 days after issuance of all necessary permits. Licensee shall submit applications for all necessary permits within the first thirty (30) days of this Agreement.

3. <u>SITE LOCATION AND APPROVAL.</u> Prior to the placement of any new bus benches or shelters by the Licensee within the unincorporated areas of Escambia County, the Licensee shall submit to the Escambia County Area Transit, as agent for the County, a list of such proposed sites which have been selected for said benches or shelters, and shall obtain the placement approval for such sites from Escambia County Area Transit and from any other governmental authority necessary to carry out such placements.

All bus shelter and bus bench locations must be approved by the County or designated agent. Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar areas needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, Licensee may locate bus shelters and bus benches on private property within the service area provided, however, that the Licensee secure, at its own expense, written leases, authorizations, or grants of easements from the owners of such property as may be necessary, and provided further that such bus shelters and bus benches shall be subject to compliance with the provisions of this Agreement.

4. <u>PLACEMENT.</u> Specifications and regulations pertaining to placement in the service area, including distance from curb and intersections, as well as design and structure requirements, must adhere to all federal, state, and local laws, ordinances, and regulations.

5. <u>DESIGN.</u> Any proposal submitted should include a complete set of drawings detailing the design and construction of any and all bus shelters and bus benches proposed to be placed in the service area. The County or designee shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or

#### 2010-001067 BCC Sep. 16, 2010 Page 6

aesthetically pleasing. Licensee may propose use of a different bus shelter and/or bus bench design, type, and construction that may be more compatible to a unique location.

All bus shelters and bus benches shall meet or exceed hurricane wind resistance building code requirements.

Licensee shall locate and design the bus shelters and bus benches so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

Licensee agrees to use solar powered products to light its bus shelters. Light sources shall be shielded so as to not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting shall not interfere with the night vision of drivers. No exposed neon tubing is permitted.

All bus shelters must be ADA compliant.

No bus bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line is greater than forty-five degrees, and no bench, unless otherwise authorized, may be placed so that it is closer than sixteen inches to the face of the curb or further if applicable regulation requires.

#### 6. PERMIT REQUIREMENTS

Licensee shall obtain a separate permit from the County and/or City for each bus shelter and each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a bus shelter must be accompanied by the following:

- A. Information as the County, City, and/or designee may require.
- B. Detailed plans and specifications of the bus shelter.

### 7. PERMIT CHARGE

Licensee shall pay any fees, costs, and permit charges regularly assessed by the County and/or City, and further agrees that the bus shelters shall be constructed in conformity with Escambia County Code and pursuant to the Florida Administrative Code, Chapter 14, Department of Transportation.

Permits for bus shelters may be issued at any time during the calendar year, upon application and payment in full of the required fees. Unless all required fees have been remitted, no permit or renewal of a permit shall be issued to the Licensee.

Permits issued shall not be assigned to any other person, partnership, association, or corporation.

8. <u>ADVERTISEMENTS.</u> Licensee agrees that it shall utilize the bus shelters and bus benches for advertising pursuant to design diagrams attached to and submitted with their proposal. All advertising must be approved by the County or designee and shall meet the following:

A. No advertisement or sign on any bus shelter or bus bench shall be displayed except in the area designated for advertising pursuant to the approved design diagrams.

B. No advertisement or sign on any bus shelter or bus bench shall be displayed which would be offensive or objectionable to the public, or which advertises competing services or products within a one block radius of real property primarily devoted to providing such services or products. Should the County or designee, in its sole discretion, determine any advertising on any bus shelter or bus bench to be indecent or vulgar, the Licensee shall remove all such advertising within twenty-four hours after the County or designee serves notice upon the Licensee requiring the removal of such advertising pursuant to this paragraph.

C. No advertisement or sign on any bus shelter or bus bench shall display any work; phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

D. The Licensee shall have the exclusive right and the sole privilege to place advertisements of desirable businesses upon the aforesaid benches and shelters and to rent, license, or sell the right to use said benches and shelters for advertising purposes; provided, however, that Escambia County reserves the right to disapprove of any particular advertisement for any reason in any particular location based upon the reasonable discretion of the Board of County Commissioners.

E. It is the intent of the Board of County Commissioners that such benches and shelters at all time shall remain a nonpublic forum. There shall be no liquor, tobacco, x-rated movies, adult bookstore, massage parlor, pawn shop, tattoo parlor, firearms, or check cashing advertising of any nature whatsoever place upon such benches and shelters. In addition, no political or political advocacy advertising shall be allowed in order to minimize chances of abuse, the appearance of favoritism on the part of the Board of County Commissioners on any particular issue, and the risk of imposing such advertising messages upon a captive audience using such benches and shelters.

- F. No advertising shall be accepted by the Licensee that is:
  - 1. False, misleading or deceptive; or
  - 2. Obscene, pornographic or sexually suggestive; or
  - 3. Defamatory or scornful of a particular individual or group or persons; or
  - 4. Inflammatory or supportive of lawlessness or violent action; or
  - 5. Promoting alcohol, illegal drugs, firearms or tobacco products; or
  - 6. Promoting illegal or destructive behavior.

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Upon notice of such disapproval, the Licensee shall remove such advertisement. The Licensee agrees and understands it shall be totally responsible for the loss of any monies relating to such advertisement removal.

G. Licensee shall provide up to ten percent of its bus shelter panels and bus benches for public service advertising for the County or designee. The Contractor shall provide the bench at no cost to the County with the cost of panel production paid for by the County. No fees or revenue calculation shall apply to these bus shelter panels or bus benches. The advertisement copy shall be provided by the County or designee to Licensee with no more than one bus shelter panel change per location per year. Licensee and the County or designee shall mutually agree upon the location of the public service bus shelter panels and bus benches. These bus shelter panels and bus benches are reserved solely for programs under the direction of and are funded by or through the County or designee. Non-profits do not qualify under this section. A reduced rate is provided for such organizations.

**9**. **REPORTS.** Licensee shall submit a quarterly report within fifteen business days after the end of each quarterly period stating the total number of bus shelters and bus benches in place on the last day of the preceding three months, month-by-month, and providing the following information on each bus shelter and bus bench location:

- A. Installation date
- B. Removals: location and date removed Age Amenities (sidewalk, lights, etc.) ID Number Location (Street and GPS) Name of business on abutting property Name of advertiser(s) Time remaining of advertising contract(s) Amenities/improvements needed Weekly inspection records Complaint/comment log including action taken

**10.** <u>LICENSEE FEE.</u> For the initial five (5) year contract term, the Licensee shall pay to the County a license fee equal to **15%** of annual gross advertising revenues for the placement of advertisements on each bench or shelter authorized by Escambia County. The license fee shall be due and payable on October 1<sup>st</sup> of each year for the prior year, and shall be adjusted proportionately if the prior year is less than a full year. The exclusive purpose of this license fee shall be to raise revenue for Escambia County.

Should the contract term be extended beyond the initial five (5) year term, the Licensee shall pay to the County a license fee equal to **18%** of annual gross advertising revenues for the placement of advertisements on each bench or shelter authorized by Escambia County.

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Regardless of amounts Licensee collects annually in gross advertising revenues, but not in addition to, the Licensee shall pay a minimum license fee equal to the following:

Per unit annual guarantee:

Years 1-3	120.00 per unit
Years 4-8	130.00 per unit
Years 8-10	150.00 per unit

MAINTENANCE. All benches and shelters placed pursuant to this Agreement 11. shall be durable and attractive in appearance. Licensee shall maintain, repair, clean, and service all bus shelters and bus benches. All such work shall be performed at the sole expense of the Licensee. The Licensee shall at all times maintain the aforesaid benches and shelters in a good and neat condition, and shall promptly remedy any defects in the maintenance or physical condition of such benches and shelters when it becomes aware of such defects, or when it is notified by Escambia County. At a minimum, bus shelters and bus benches and areas surrounding shall be inspected, cleaned, and any necessary repairs shall be made at least once a week, or whenever notified by the County or designee that a bus shelter or bus bench needs cleaning or repair, whichever is sooner. Each bus shelter shall be cleaned and trash collected a minimum of once per week, or as many times as necessary to maintain high standards of cleanliness and sanitary condition. Failure of the Licensee to remedy any defects within thirty (30) days after receiving notice of same shall constitute a breach of this Agreement.

12. <u>**REMOVAL**</u> The Licensee shall retain the right to remove any bus shelter or bus bench upon thirty days of notice to the County in the event Federal, State, Municipal, or other proper authority should hereafter establish any rules, regulations, or taxations which shall so restrict location, construction, maintenance or operation of the bus shelter or bus bench as to substantially diminish the value of said bus shelter or bus bench for advertising purposes, or in the event of "chronic vandalism."

"Chronic Vandalism" shall be defined as damage inflicted to an individual bus shelter or bus bench during any one year period which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the bus shelter or bus bench.

In the event that the County fails to receive notice of renewal of the agreement, or the comprehensive general liability insurance, on or before twenty days before the expiration date thereof, or in the event the comprehensive general liability insurance is canceled and no evidence of equal coverage is filed with the County on or before twenty days before the expiration date of the coverage, or upon termination of this agreement for any reason, the Licensee agrees to remove immediately all of its bus shelters and bus benches and if it fails to do so within thirty days after notices to do so is mailed by the County, the County shall have the right to remove said bus shelters or bus benches and the Licensee agrees to pay the County the costs for such removal and site restoration, plus the cost of storage of said bus shelters or bus benches. The fee must be paid before retrieval of the bus shelter or bus benches and no permit or renewal permit shall be issued until such fee is remitted.

Upon removal of any or all bus shelters or bus benches erected by the Licensee, all materials shall be removed from the site, including, but not by way of limitation, all wires. The site shall be restored to the condition as it existed before installation of the bus shelter or bus bench, including complete restoration of any sidewalk upon which said bus shelter or bus bench was located.

**13.** <u>**TERM.**</u> The term of this Agreement begins on the date it is last executed by the parties hereto and shall continue for a term of **five (5) years**.

The contract may be extended for an additional term of **five (5) years** but in no event may the contract exceed the duration of **ten (10) years**. The County may unilaterally extend the term of the contract by written notice to the Licensee at least sixty (60) days before the expiration of the initial term. The exercise of the extension option shall be for the period specified and for the prices listed in the bid/proposal form. All other terms and conditions of the contract shall apply for the duration of the extension period.

After exercising all options, if it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the term of the contract for a maximum period of six (6) months. Pricing and all other terms and conditions of the contract in effect at the time of the expiration of the extension period shall apply during the interim performance period.

#### 14. TERMINATION.

A. This Agreement shall terminate at the end of the contract period and any applicable extension(s).

B. This Agreement may be terminated by County for convenience. Upon written notice to the Licensee, such termination shall be effective thirty (30) days following the date of the receipt of such notice by the Licensee. In no event shall a termination for convenience be deemed a default, and any such termination shall not subject the County to any penalty or claim for damages.

C. This Agreement may be terminated by County for cause immediately upon the failure of the Licensee to fulfill in a timely and proper manner its obligations under this contract, including but not limited to the violations of any state, federal, or local laws and ordinances. Upon written notice to the Licensee, such termination shall be effective thirty (30) days following the date of the receipt of such notice by the Licensee.

D. The Licensee shall have the right to contract with other parties for the construction, placement, and maintenance of said benches and shelters, and for the solicitation of advertisements thereon; provided however, that the Licensee shall have no right to assign this Agreement to another party without first obtaining the written consent of Escambia County. Failure to obtain the written consent of Escambia County

shall be grounds for termination of this Agreement.

E. This Agreement shall be specifically construed so that any breach of the obligations under this Agreement by an assignee of the Licensee shall be considered to be a breach of this Agreement by the Licensee, which shall be held responsible to the same extent as if said breach were committed directly by the Licensee. Such a breach shall be grounds for the termination of this Agreement.

F. The Licensee is hereby granted thirty (30) days grace after written notice of breach is received to perform any of its obligations or duties hereunder.

INDEMNIFICATION. The Licensee agrees to save harmless, indemnify, and 15. defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Licensee's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Licensee or by anyone for whom the Licensee is legally liable. The parties understand and agree that such indemnification by the Licensee relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Licensee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Licensee agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

16. <u>PUBLIC RECORDS.</u> The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

17. <u>INSURANCE.</u> Without limiting any of the other obligations or liabilities of the Licensee, the Licensee shall provide, pay for and maintain in force the insurance coverage set forth in this section during the term of this Agreement, and any extension thereof.

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A. Commercial General Liability insurance with minimum combined single limits of one million (\$1,000,000.00) dollars including coverage parts of bodily injury, broad form property damage, personal injury, independent contractors, blanket contractual liability and completed operations. The completed operations limit of liability shall be million (\$1,000,000.00) dollars. The Board of County Commissioners shall be an additional insured to the extent of the work forming the subject matter of this Agreement.

B. Automobile liability insurance with a minimum combined single limits of one million (\$1,000,000.00) dollars for all hired, owned and non-owned vehicles. The Board of County Commissioners shall be an additional insured to the extent of the work forming the subject matter of this Agreement.

C. Florida statutory workers' compensation and employers liability required by law.

D. All carriers shall be admitted to the State of Florida and shall be "A" rated with a minimum financial size category of VII, according to the A.M. Best Co. Key Rating Guide, latest edition. Insurance carriers shall be acceptable to the County. Certificates of insurance shall be provided to the County and sent to: Joe Pillitary, Purchasing Department, 221 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, Florida 32502, prior to the effective date of the contract. The certificates shall reflect the Board of County Commissioners, Post Office Box 1591, Pensacola, Florida, 32597-1591, as an additional insured on liability coverage and as certificate holder to the extent of the work forming the subject matter of this Agreement. The certificate shall provide for a minimum of thirty (30) days notice of cancellation or non-renewal. This certificate notification shall not relieve the Licensee of notifying the County of any such occurrence.

**18.** <u>**GENERAL PROVISIONS.**</u> For the purposes of this Agreement, the following covenants, conditions, and terms shall be deemed general provisions of this Agreement:

A. <u>Force Majeure:</u> Whenever a period of time is herein prescribed for action to be taken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, floods, fires, epidemics, quarantine regulations or any other causes of any kind whatsoever which are beyond the reasonable control of that party.

B. <u>Notice:</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Martin-Mency, LLC Attention: Scott Martin, President 151 NE 166<sup>th</sup> Street Miami, FL 33162

To: County Attention: County Administrator 221 Palafox Place Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

C. <u>Waiver:</u> Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

D. **Consent:** Where this Agreement calls for the consent of a party, such consent shall not be unreasonably withheld, except as expressly set forth herein.

E. <u>Headings:</u> Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

F. <u>Gratuities:</u> Neither the Licensee nor any of its employees, agents and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Licensee acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable, the Licensee agrees to abide with such statutes.

G. <u>Conflict of Interest:</u> The Licensee hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Licensee now has or will have. Said disclosure shall be made by the Licensee contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Licensee. The Licensee at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to disclose a conflict of interest shall be grounds for termination of this contract.

H. <u>Survival</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

I. <u>Governing Law:</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

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J. <u>Interpretation:</u> For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statues 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.

1. If the Licensee 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, the Licensee shall immediately notify County and request clarification of County's interpretation of this Agreement.

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

K. <u>Severability:</u> The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

L. <u>Compliance with Laws:</u> The Licensee shall keep fully informed regarding, and shall fully and timely comply with, all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Licensee shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

M. <u>Further Documents</u>: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

N. **Successors and Assigns:** This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto.

O. <u>Entire Agreement:</u> Each of the parties hereto agrees and represents that the Agreement comprises the full and entire Agreement among the parties relating to this matter, and no other Agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_\_ day of September, 2010, and Martin-Mency, LLC, signing by and through its President duly authorized to execute same.

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

By: \_\_\_\_\_ Grover C. Robinson, IV, Chairman

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Date: \_\_\_\_\_

BCC Approved:

Ву:\_\_\_\_

Deputy Clerk

(Seal)

LICENSEE: Martin-Mency, LLC, a Florida limited liability company.

By: \_\_\_\_\_\_\_\_Scott Martin, President

ATTEST:

Date:

By:\_\_\_\_\_

(Corporate Seal)

	ocument approved as to form
and le	gal sufficiency.
By:	PANJA HULL
Title:	HCH /
Date:	3/14/10
	( ( )



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5228	County Ad	ministrator's Report	12. 7.
BCC Regular M	leeting Tech	nical/Public Service Co	onsent
Meeting Date:	11/21/2013		
Issue:	Request for Property Disposition		
From:	David Wheeler, Department Director		
Organization:	Facilities Management		
CAO Approval:			

## **RECOMMENDATION:**

<u>Recommendation Concerning the Request for Disposition of Property for the Facilities</u> <u>Management Department - David W. Wheeler, CFM, Facilities Management Department</u> <u>Director</u>

That the Board approve the Request for Disposition of Property Form for the Facilities Management Department, for property which is described and listed on the Disposition Form, with reason for disposition stated. Items are to be auctioned as surplus or properly disposed of.

#### BACKGROUND:

Escambia County policy establishes the procedure for disposing of surplus or obsolete equipment.

## **BUDGETARY IMPACT:**

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

## **IMPLEMENTATION/COORDINATION:**

N/A

Attachments

**Disposition Form** 

# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:		mptroller's Finance Departmer Department: Facilities Managem		ENTER NO:	310602, 3	310201, 310101
	V. Wheeler, C		DATE:	11/06/2013		
Propert	y Custodian (		Henr Phone No	850-595-31	90	
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(Y/N)	NUMBER	DESCRIPTION OF THEM	JERIAL NOMBER	WODEL	TLAK	CONDITION
N	048542	Sharp Copier	06505452	AR-205	2000	Poor
N	050481	Ricoh Copier	H2412001933	Aficio 220	2001	Poor
Y	048206	Hewlett Packard Printer	USQX024909	4050 TN	1999	Poor
Disposal	Comments:	Poor quality images. Due to ag	ge of the copiers the yearly	y maintenance an	d service	
contract	exceeds their	value. Copiers & Printer will be dis	sposed of properly.			
INFORM	ATION TECH	INOLOGY (IT Technician):				
Date:	r is Ready for I	Information Technology Technic	ian Signature:			
	County Admin		()(	)	~ [	$\mathcal{I}$
FROM:	Escambia Cour	nty Department Director (Signature)		in at	2	/
_		Director (Print Nam	e): David W Wheeler,	CFM, Director, F	acilities M	anagement
TO:	MENDATION Board of Coun County Admin	ty Commissioners istration	Date: 11-12-13 George Touart Interim County Administrator	Townord	2	
Approve	d by the Count	y Commission and Recorded in the M		Clerk of the Circuit Co	ourt & Compli	roller
This Equ	ipment Has Be	en Auctioned / Sold				
by:						
	Print Name		Signature		Date	
Property	Tag Returned	to Clerk & Comptroller's Finance D	epartment		_	
Clerk &	Comptroller's l	Finance Signature of Receipt	Date			
Property (	Custodian, please	complete applicable portions of disposit	tion form. See Disposal process c	harts for direction.	rev. sh 07	.11.12



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5352	County Administrator's Report 12. 8.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	11/21/2013
Issue:	Scheduling a Public Hearing to Adopt an Ordinance Relating to the Additional Homestead Tax Exemption for Senior Citizens
From:	George Touart, Interim County Administrator
Organization: CAO Approval:	County Administrator's Office

# **RECOMMENDATION:**

Recommendation Concerning Scheduling a Public Hearing to Adopt an Ordinance Relating to the Additional Homestead Tax Exemption for Senior Citizens - George Touart, Interim County Administrator

That the Board authorize the scheduling of a Public Hearing on December 5, 2013, at 5:33 p.m., to consider adoption of an Ordinance of Escambia County, Florida, Amending Volume I, Chapter 90, Article IV, Division 4, Sections 90-182 and 90-184 of the Escambia County Code of Ordinances, Relating to the Additional Homestead Tax Exemption for Senior Citizens.

## **BACKGROUND:**

Pursuant to Article VII, Section 6(d) of the Florida Constitution and § 196.075, Florida Statutes, the County previously granted an additional homestead exemption in the amount of \$50,000.00 for any person who has legal or equitable title to real estate and maintains thereon the permanent residence of such owner, who has attained age 65, and whose household income does not exceed \$20,000.00.

On November 12, 2012, the voters of the State of Florida voted to approve Amendment 11 to the Florida Constitution, which allows counties to enact an ordinance granting a second additional homestead exemption in the amount of the assessed value of the property for any person who has legal or equitable title to real estate with a just value less than \$250,000.00 and maintains thereon the permanent residence of such owner for at least 25 years, who has attained age 65, and whose household income does not exceed \$20,000.00. Per the applicable law, the County may implement this homestead tax exemption for qualified individuals in addition to or in place of the existing additional homestead tax exemption for persons 65 years of age or older at the option of the county. The proposed amendment to the Escambia County Additional Homestead Tax Exemption Ordinance will grant a second additional homestead tax exemption for senior citizens as permitted by law.

#### **BUDGETARY IMPACT:**

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was drafted by Assistant County Attorney Kristin Hual.

# PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

1	ORDINANCE NUMBER 2013
2	
3	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING
4	VOLUME I, CHAPTER 90, ARTICLE IV, DIVISION 4, SECTIONS 90-182
5	AND 90-184 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES
6	RELATING TO THE ADDITIONAL HOMESTEAD TAX EXEMPTION FOR
7 8	SENIOR CITIZENS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE
9	DATE.
10	
11	WHEREAS, on November 12, 2012, the voters of the State of Florida voted to
12	approve Amendment 11 to the Florida Constitution; and
13	
14	WHEREAS, pursuant to Article VII, Section 6(d) of the Florida Constitution and §
15 16	196.075, Florida Statutes, as amended, the County is authorized to enact an ordinance granting an additional homestead exemption in the amount of the assessed value of the
10	property for any person who has legal or equitable title to real estate with a just value
18	less than \$250,000.00 and maintains thereon the permanent residence of such owner
19	for at least 25 years, who has attained age 65, and whose household income does not
20	exceed \$20,000.00; and
21	
22	WHEREAS, Article VII, Section 6(d) of the Florida Constitution provides that the
23 24	County may implement this homestead tax exemption for qualified individuals in addition to or in place of the existing additional homestead tax exemption for persons 65
24 25	years of age or older at the option of the county; and
26	
27	WHEREAS, pursuant to §196.075, Florida Statutes, as amended, this additional
28	homestead tax exemption must be authorized by a super majority vote of the governing
29	body of the county granting such exemption; and
30 21	WHEREAS, pursuant to Article VII, Section 6(d) of the Florida Constitution and §
31 32	196.075, Florida Statutes, as amended, the County previously granted an additional
33	homestead exemption in the amount of \$50,000.00 for any person who has legal or
34	equitable title to real estate and maintains thereon the permanent residence of such
35	owner, who has attained age 65, and whose household income does not exceed
36	\$20,000.00; and
37	WUEDEAQ, the Decad of Occurring indicate and finds that provide a second
38 20	<b>WHEREAS</b> , the Board of County Commissioners finds that granting a second additional homestead tax exemption for senior citizens is in the best interest of the
39 40	citizens of Escambia County; and
40 41	on zono or zooannola oounty, and
42	WHEREAS, the Board of County Commissioners further finds that granting a
43	second additional homestead tax exemption for senior citizens serves an important
44	public purpose.
45	

# 1 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY 2 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

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**Section 1.** That Volume 1, Chapter 90, Article IV, Division 4, Sections 90-182 and 90-184 of the Escambia County Code of Ordinances are hereby amended to read as follows:

# 8 Sec. 90-182. Authority.

9

This division is adopted pursuant to F.S. § 196.075, as amended, and section 6(fd), article VII of the Florida Constitution to allow an additional homestead tax exemption of \$50,000.00 for any person who has legal or equitable title to real estate and maintains thereon the permanent residence of such owner, who has attained age 65, and whose household income does not exceed \$20-,000.00 in accordance with the regulations established herein.

# 16 Sec. 90-184. Additional homestead tax exemptions for persons age 65 and older

17
18 (a) In accordance with section 6(f<u>d)</u>, article VII of the Florida Constitution and F.S. §
196.075, as amended, the board of county commissioners hereby authorizes an the following
20 additional homestead tax exemptions:

- of \$50,000.00 c Commencing with the year 2007 tax year and each year thereafter, an additional homestead tax exemption in the amount of \$50,000.00 for any person who has legal or equitable title to real estate and maintains thereon the permanent residence of such owner, who has attained age 65, and whose household income does not exceed \$20,000.00-; or
   Commencing with the 2014 tax year and each year thereafter, an additional
- 2. Commencing with the 2014 tax year and each year thereafter, an additional homestead tax exemption in the amount of the assessed value of the property for any person who has legal or equitable title to real estate with a just value less than \$250,000.00 and maintains thereon the permanent residence of such owner for at least 25 years, who has attained age 65, and whose household income does not exceed \$20,000.00.
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(b) Beginning January 1, 2001, such person's \$20,000.00 income limitation shall be
adjusted annually, on January 1, by the percentage change in the average cost-of-living index in
the period January 1 through December 31 of the immediate prior year compared with the same
period for the year prior to that. The index is the average of the monthly consumer-price-index
figures for the stated 12-month period, relative to the United States as a whole, issued by the
United States Department of Labor.

41

(c) Persons receiving such additional homestead tax exemption shall be subject to the
 provisions of F.S. §§ 196.131 and 196.161, as amended, if applicable, pertaining to wrongful
 receipt of a homestead tax exemption.

45

# 46 **Section 2.** Severability.

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

# 1 <u>Section 3.</u> Inclusion in the Code.

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

## 8 <u>Section 4.</u> Effective Date.

7

This Ordinance shall become effe	ective upon filing with the Department of State.
----------------------------------	--

10	DONE AND ENACTED THIS	_ DAY OF	_, 2013 <b>.</b>
11			
12		BOARD OF COUNTY COMMISS	SIONERS
13		ESCAMBIA COUNTY, FLORIDA	L
14			
15			
16		BY:	
17		Lumon J. May, Chairman	—
18	ATTEST: PAM CHILDERS		
19	Clerk to the Circuit Court		
20			
21			
22	BY:		
23	Deputy Clerk		
24			
25	(SEAL)		
26			
27	Enacted:		
28			
29	Filed with Department of State:		
30			
31	Effective:		



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5381	County Ad	Iministrator's Report	12. 9.
BCC Regular M	leeting Tech	nnical/Public Service Co	onsent
Meeting Date:	11/21/2013		
Issue:	Appointment to the Tourist Developmen	nt Council	
From:	George Touart		
Organization:	County Administrator's Office		
CAO Approval:			

## **RECOMMENDATION:**

<u>Recommendation Concerning a Re-appointment to the Tourist Development Council - George</u> <u>Touart, Interim County Administrator</u>

Thank the Board take the following action concerning a re-appointment to the Tourist Development Council:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

B. Re-appoint Shirley K. Cronley to the Tourist Development Council for a four-year term, effective December 1, 2013, through November 30, 2017, as a "Hotel/Motel Industry" appointee.

#### BACKGROUND:

Ms. Cronley has expressed the desire to continue serving on the Tourist Development Council. Her Resume is provided for your review.

## **BUDGETARY IMPACT:**

N/A

# LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

## **IMPLEMENTATION/COORDINATION:**

N/A

# Shirley K, Cronley 14 Wharf Avenue Pensacola, Florida 32502 (850) 444-9697 (Home) (850) 748-9008 (Cell)

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# **Professional Experience**

Pensacola Sports Association Executive Director	May, 1997 – June, 2001
Hampton Inn Pensacola Beach	May, 1995 – May, 1997
Director of Sales and Marketing	
Clarion Suites Resort & Convention Center General Manager/ Director of Sales	February, 1993 – April, 1995
Pensacola Hilton Hotel	May, 1983 – January, 1993
Director of Sales and Marketing	
Education	
University of West Florida	1977 – 1980
Bachelor of Science Degree	
University of Florida	1974 – 1976
Gainesville, Florida	

# **Community / Professional Organizations**

Previous / Current Board Affiliations

Autism Society of Northwest Florida – Board of Directors Whitney National Bank – Board of Directors Pensacola Area Chamber of Commerce – Board of Directors Fellowship of Christian Athletes – Board of Directors Shirley Cronley Resume Page Two 1 1

#### Previous / Current Board Affiliations - Continued

1

Pensacola Cultural Center / Pensacola Little Theatre – Board of Trustees Pace Center for Girls – Board Member Boys and Girls Clubs of Escambia County – Past President Hospitality Roundtable – Past President 1990 LEAP (Leadership Pensacola) Graduate Junior League Community Advisory Board Commissioning Committee – USS Mitscher and USS Bonne Home Richard Pensacola Beach Chamber of Commerce – Board Member Santa Rosa Island Authority Marketing Committee Tourism Administration Convention committee (TACC) 1994 – 1996 Florida Society of Association Executives Alabama Society of Association Executives

# **PROFESSIONAL AWARDS**

City of Pensacola – Recipient of Community Medallion, 2001 Pensacola Sports Association – Sportsman of the Year 2001 Pensacola Area Chamber of Commerce 1996 Emerging Leader of the Year Hiltons of Florida – 1992 S.O.A.R.S. Award – Superior Outstanding Achiever Recognized in Sales Boys Clubs of Escambia County – 1990 Outstanding Board Member of the Year

#### PERSONAL INFORMATION

Place of Birth – Pensacola, FloridaDate of Birth – July 11, 1954Married to: James D. Cronley – Terhaar & Cronley General Contractors

# ACCOMPLISHMENTS OF PENSACOLA SPORTS ASSN. WHILE EXECUTIVE DIRECTOR

1 1

- 1998 Established the Pensacola Double Bridge Run in place of the Mardi Gras 10K/5K. Increased participation of this event by 150%.
- 1998 Appointed as regional representative for the Sports for Life awards campaign. Increased national exposure of the Pensacola area and Pensacola Sports Association by hosting the US Open Water-ski and Wakeboard Championships. This event was broadcast on ESPN 2 three times. Additional national exposure was gained by attending the US Olympic Congress Sports Conference and the Summit Sports Conference.
- 1998 Received county and statewide recognition for achievements in sports promotion:
  - Named as the Sports for Life Regional Coordinator for the Florida Sports Foundation
  - o Appointed to Escambia County Task Force on Parks and Recreation
  - o Named as a member to the National Council Sports Commissions
- 1998 Developed the USA Weightlifting National Development Center with funds from the State of Florida and local foundations.
- 1998 Created the "RADM Kenneth L. Shugart, Jr. Award" to honor exceptional individuals exhibiting the "core values." This award was presented at the Senlor Scholar Athlete Banquet with Dan Shugart as the first recipient.
- 1999 Hosted the Formula One and Formula Two Powerboat Tour, which was shown on ESPN2. This program received the highest ratings of any televised Formula One or Formula Two event in 1999.
- In 1999 Hosted four major runs starting with a 5K Run/Walk over the new Bayou Chico Bridge, Pensacola Double Bridge Run 15K/5K, 5K Run/Walk over the Garcon Point Bridge, prior to the bridge's opening and Milltary Appreciation Week's Heritage Trail Run.
- In 1999 awarded over \$11,400.00 to area charities through the Sports-For-Life Anti Smoking Campaign.
- In 2000 PSA hosted the Van's Triple Crown/Ford Ranger Pro World Wakeboard Championships showcased on NBC.

• In 2000 PSA partnered with the Florida Sports Foundation to enbrace bidding efforts for the 2012 Olympics.

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- In 2000 certified the Pensacola Double Bridge Run 15k course through United States Track and Field (USATF), which establishes this race as one of the premier running events in the southeast.
- In 2001 PSA gained recognition for Pensacola as a "Signature Sport City" as elite signature city for hosting sporting events brought to the area by the Pensacola Sports Association (Sportstravel Magazine July/August Edition).
- In 2001 PSA hosted the National Roller Skating Championships, which brought over 7,000 individuals to Pensacola for a period of 20 days.
- In 2001 PSA once again hosted the Van's Triple Crown/Ford Ranger Pro Wakeboard Championships for the second year in a row.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-5300 BCC Regular M	County Administrator's Report 12. 1. eeting Budget & Finance Consent
Meeting Date:	11/21/2013
Issue:	Property, Boiler and Machinery, and Crime and Accidental Death and Dismemberment (Statutory Death Benefits) Insurance (PD 10-11.064)
From:	Amy Lovoy, Department Head
Organization: CAO Approval:	OMB

# **RECOMMENDATION:**

<u>Recommendation Concerning Property, Boiler and Machinery, Crime, and Accidental Death and</u> <u>Dismemberment (Statutory Death Benefits) Insurance - Amy Lovoy, Management and Budget</u> <u>Services Department Director</u>

That the Board approve the renewal of PD 10-11.064, Property, Boiler and Machinery, Crime, and Accidental Death and Dismemberment (Statutory Death Benefits), to Whitman and Whitman, Inc., to provide Property Insurance, not to exceed the amount of \$1,288,467.44, for the period of December 1, 2013, through December 1, 2014.

[Funding: Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501]

## BACKGROUND:

The Boiler & Machinery, Commercial Crime and Accidental Death and Dismemberment coverage renew separately. The Property loss limit is \$45,000,000. The expiring policy was written in June of 2012 for an 18 month period. The premium was \$2,176,262.33 This moved the date of the renewal from the beginning of hurricane season to a time when underwriters would take a more favorable view of our exposures. Had the rate we secured at last inception been a 12 month policy, the annual premium would hve been \$1,450,841.55. Therefore, the current renewal is a 11% premium reduction. Additionally, the reduction in premium was accomplished even though there was a flood loss in excess of \$7,000,000, and we still have ground up flood coverage with an increase in limits for less hazardous areas and the same level for high hazard areas.

#### **BUDGETARY IMPACT:**

Funds are available in Cost Center 140835, Object Code 54501.

## LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation does not require legal sign off.

#### PERSONNEL:

Risk Management will be the Contractor Administrator. No additional personnel will be required.

# POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

# **IMPLEMENTATION/COORDINATION:**

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

#### Attachments

Property renewal 2013

## Escambia County Board of County Commissioners Premium Summary for 12/1/13 to 12/1/14 Property Renewal



Premium

1,258,500.00 16,504.03 12,695.41 18.00 750.00 1,288,467.44

Submitted by: Linda B. Whitman and James F. Lee

Whitman & Whitman - Insurance-Bonds

2032-A Creighton Road, Pensacola, FL 32504 850-477-8060 FAX 850-474-0378 Iwhitman@whitmanandwhitman.com - jimflee@whitmanandwhitman.com



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5299	County Administrator's Report 12. 2.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	11/21/2013
Issue:	Contract Award for PD 12-13.063, Grande Lagoon Subdivision Drainage
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

## **RECOMMENDATION:**

Recommendation Concerning Grande Lagoon Subdivision Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Hatch Mott MacDonald, Florida, LLC, per the terms and conditions of PD 12-13.063, Grande Lagoon Subdivision Drainage, in the amount of \$80,382.

[Funding: Fund 352, "LOST III," Cost Center Account Code 210107, Object Code 56301, Project Number #12EN2061, "Grande Lagoon"]

## BACKGROUND:

Request for Letters of Interest, PD 12-13.063, Grande Lagoon Subdivision Drainage were publicly noticed on Monday, September 30, 2013 to 104 known firms. Responses were received from 4 firms on Wednesday, October 9, 2013.

## **BUDGETARY IMPACT:**

Funding: Fund 352, "LOST III," Cost Center Account Code: 210107, Object Code: 56301, Project Number: #12EN2061, "Grande Lagoon"

## LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

## PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

#### **IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

# Attachments

Fee Proposal

Exhibit "A"



Hatch Mott MacDonald 5111 North 12th Ave Pensacola, FL 32504 T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 LB00006783

October 28, 2013

Mr. Chris Curb Escambia County Engineering 3363 West Park Place Pensacola, Florida 32505

#### Re: Proposal for Additional Services Grande Lagoon Lakes Subdivision Drainage Improvements HMM Project No. 331227

Dear Chris:

Hatch Mott MacDonald (HMM) is pleased to submit our proposal to provide additional services for the Grande Lagoon Drainage Study project previously authorized by Escambia County (County). After reviewing the Grande Lagoon Lakes Drainage Study Report of Findings, previously prepared by HMM, and meeting with the Grande Lagoon Lakes Homeowners association, Escambia County requested proposal to provide design, permitting and limited construction observation services necessary for the construction of the improvements recommended in Scenario 2 including aesthetic option number 4. This proposal is based on our understanding of the project, the level of effort required to complete the scope of services defined below, as well as past experience with projects of similar size and scope.

#### BASIC SERVICES

#### TASK 1 - Topographic Survey

HMM will perform a topographic survey for portions of the Grande Lagoon Lakes Subdivision lake system and County road rights-of-ways at each of the proposed improvements to establish the horizontal and vertical control of all visible and apparent features. HMM shall also establish the horizontal location of County roadway rights-ofway where possible and practical based upon readily available data or data provided by Escambia County. Existing easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by the Escambia County. This task shall also include preparation of descriptions for necessary easements required for construction and/or maintenance of the proposed improvements. Bathymetric survey data shall be collected only as necessary to complete the design of the proposed outfall weir.

Lump Sum Fee for Task 1 - \$14,770.00



Mr. Chris Curb October 28, 2013 Page 2 of 4

#### TASK 2 – Geotechnical Exploration

This task shall include advancing bores at various locations within the project limits for the purposes of collecting information concerning subsurface conditions which may affect the proposed improvements and/or construction as well as to determine parameters necessary to complete the design of the proposed improvements.

#### Lump Sum Fee for Task 2 - \$2,500.00

#### TASK 3 - Jurisdictional Wetland Delineation and Permitting Assistance

This task shall include jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under 62-340 F.A.C. This task shall also include wetland impacts evaluation and scoring, permit application development, mitigation plan development including wetland impact assessment (if required), and functional quantification, and finally regulatory approval. For the purposes of this proposal it is assumed that the project will qualify for a General Permit (GP) from the NWFWMD and a nationwide permit from the USACE. Should individual permits be required from either agency additional design and permitting fees will be required.

#### Lump Sum Fee for Task 3 - \$2,929.50

#### TASK 4 - Construction Plans and Specifications

This task will involve preparation of construction plans, specifications, and bid documents necessary to construct the proposed improvements. The plans will include, at a minimum, the following:

- Cover Sheet
- General Notes
- Demolition and Erosion Control Plan
- Grading and Drainage Plan
- Details required for construction
- Technical specifications clarifying construction materials, methods and standards required for the completion of the proposed improvements.

Review sets of the plans shall be submitted at the 60% design level and plans and technical specifications at the 100% design level. This task shall include a one-time revision of the construction plans at both the 60% and 100% design levels to address and/or incorporate comments issued by the County subsequent to its review.

#### Lump Sum Fee for Task 4 - \$36,632.50



Mr. Chris Curb October 28, 2013 Page 3 of 4

#### TASK 5 – Utility Coordination

This task shall include preparation of plans and coordination with affected utility providers at the 60% and 100% design levels. This task shall also include conduction of a utility coordination meeting and development of a utility conflict matrix at the 60% design level.

#### Lump Sum Fee for Task 5 - \$2,290.00

#### TASK 6 – Public Involvement Assistance

HMM shall prepare for and attend one (1) meeting with the Grande Lagoon Lakes Subdivision Homeowners Association to inform them of progress with respect to the selected design. This meeting will be coordinated and scheduled with Escambia County Engineering Department.

#### Lump Sum Fee for Task 6 - \$1,100.00

#### **TASK 7 - Permitting**

HMM shall submit for and secure an Environmental Resource Permit through the Northwest Florida Water Management District (NWFWMD) and Nationwide permit through the United State Army Corps of Engineers (USACE) as required for construction of the proposed improvements. This task shall include response to comments or requests for additional information received from NWFWMD and USACE. For the purposes of this proposal it is assumed that the project will qualify for a General Permit from NWFWMD and a nationwide permit from USACE with a permitting allowance of \$1500. Should individual permits be required from either agency additional design and permitting fees will be required.

#### Lump Sum Fee for Task 7 - \$5,235.00

#### TASK 8 - Bidding Assistance and Tabulation

This task shall include those efforts necessary to assist Escambia County during the competitive bid of the proposed project. Included in this task is response to bidder requests for information/clarification, preparation of addenda, attendance at one (1) prebid meeting and at one (1) bid opening. HMM shall review and tabulate each submitted bid to verify calculations and the apparent low bidder.

#### Lump Sum Fee for Task 8 - \$1,580.00



Mr. Chris Curb October 28, 2013 Page 4 of 4

#### TASK 9 – Subsurface Utility Exploration

This task shall include performing subsurface utility exploration at the three culverted crossings included within the project. Subsurface utilities shall be located horizontally and up to 12 vacuum excavations of existing utilities to determine utility size(s), material(s) and elevations.

#### Fee Allowance for Task 9 - \$6,000.00

Total Fee for Task 1 and 9 - \$73,037.00

#### **OPTIONAL SERVICES**

# TASK 10 - Limited Contract Administration, Construction Observation and Additional Public Involvement

This task shall include attendance at one (1) pre-construction conference, shop drawing review, periodic construction observation services as necessary to determine general compliance with the approved and permitted construction plans, preparation of record drawings and certification of the constructed project to NWFWMD. This task shall also include additional public involvement prior or during construction. For the purposes of this proposal, construction observation services have been estimated at one (1) substantial completion inspection and one (1) final completion inspection. Three (3) additional public involvement meetings have also been estimated for the purposes of this proposal to assist individual homeowners with any questions or concerns during the construction phase of this project.

#### Lump Sum Fee for Task 10 - \$7,345.00

#### Total Fee for Basic Services and Optional Services - \$80,382.00

HMM appreciates the opportunity to provide Escambia County with this proposal for additional services. Work can begin immediately upon acceptance of our proposal. Thank you for the opportunity to be of service.

Sincerely,

Hatch Mott MacDonald, LLC

Thomas McLendon, PE Project Engineer

David D. Skipper PE Vice President

Exhibt "B"



# Draft Project Schedule October 2013 Grande Lagoon Subdivision Drainage Improvements Escambia County

# HMM Project No. 331227

# **PROJECT MILESTONES**

MILESTONES	SCHEDULED START DATE	ACTUAL
Notice to Proceed	11/18/13	
Data Collection (Survey, Geotech and Wetlands)	11/25/13	
Prepare 60% Plans	12/16/13	
Escambia County Review	2/10/14	
Prepare 100% Plans and Specs	2/24/14	
Escambia County Review	4/28/14	
Bidding Assistance	TBD	
Limited Construction Assistance	TBD	

Project Name: Grande Lagoon Drainage Improvements Client: Escambia County Prepared By: T. McLendon Date: October 28, 2013

	Projected Manhours						1		
Grande Lagoon Drainage Improvements - Scenario 2 Design Phase Services	Sr. Project	Project	Project	Sr. Designer			2 Person Survey		
	Engineer	Manager	Engineer	IV/V	PLS	Technicians	Crew	Line Item Sub-Total	Task S
k Description BASIC SERVICES	\$170.00	\$145.00	\$130.00	\$105.00	\$115.00	\$70.00	\$125.00		
1.0 Topographic Survey									
1.1 Field Work					16	24	90	\$14,770.00	5
							00	φ11,770.00	-
Sub-Total	0	0	, (	0 0	16	24	90		\$1
2.0 Geotechnical Exploration									
2.1 Geotechnical Sub-consultant								\$2,500.00	0
Sub-Total	0	0	0	0 0	0	0	0		\$
3.0 Jurisdictional Wetland	_							\$2,929.50	5
3.1 Ecological Sub-consultant			-					\$2,929.50	
Sub-Total	- 0	C	, (	0 0	0	0	0		\$
4.0 Construction Plans	-				-	-	-		
4.1 Manipulate Survey Drawings				8				\$840.00	5
4.2 Structural Service for Box Culvert Design	24		80	, °				\$14,480.00	
4.3 Prepare Base Drawings including stormwater Design		40		60				\$12,100.00	
4.4 Prepare Cover Sheet		40		00				\$282.50	
4.5 Prepare General Notes Sheet		0.5		2					
		2		2				\$500.00	
4.6 Prepare Demolition and Erosion control Sheet	_	1		3				\$460.00	
4.7 Prepare Plan and Profile Sheets	_	8		16				\$2,840.00	
4.8 Prepare Detail Sheets	_	2		4				\$710.00	
4.9 QA/QC 4.10 Prepare Technical Specifications		8		16				\$2,840.00 \$290.00	
4.10 Prepare Technical Specifications 4.11 Prepare Stormwater Management Plan		2		4				\$290.00	
4.11 repare Gronnwater Management Fran		0						ψ1,200.00	<i>.</i>
Sub-Total	24	69.5	80	115	0	0	0		\$3
5.0 Utility Coordination									
5.1 Prepare and distribute 60% Design Plans to utility providers for comment	-	2	-	2				\$500.00	0
5.2 Incorporate Utility Provider comments into plans as appropriate		2		4				\$710.00	
5.3 Attend Utility Coordination Plan review meeting		2						\$290.00	)
5.4 Prepare Utilty Conflict Matrix	_	2		-				\$290.00	
5.5 Prepare and Distribute 100% Plans to Utility Providers	_	2		2				\$500.00	0
Sub-Total		10			0	0	0		\$
6.0 Public Involvement Assistance		10		0	0	0	0		φ
6.1 Prepare and attend one public involvement meeting with Grande Lagoon Lakes HOA	2	2		2				\$1,100.00	5
		-	-	-				¢1,100.00	2
Sub-Total	2	2	2	2 2	0	0	0		\$
7.0 Permitting									
7.1 Prepare Dredge and fill Exhibits		4		8				\$1,420.00	
7.2 Prepare and submit for ERP permit		2		1				\$395.00	
7.3 Address NWFWMD comments	_	2		4				\$710.00	
7.4 Address USACE Comments 7.5 Prepare and Resubmit to NWFWMD		2		4				\$710.00	
7.6 Prepare and Resubmit to USACE		1						\$250.00 \$250.00	
7.7 ERP Permitting Fee Allowance								\$250.00	2
7.7 ETH Fermitting Fee Allowance								ψ1,500.00	<i>.</i>
Sub-Total	0	12	(	19	0	0	0		\$
8.0 Bidding Assistance									
8.1 Response to Contractor RFI's		2	1	4				\$710.00	
8.2 Attendance and Pre-Bid Meeting		2						\$290.00	
8.3 Attendance at Bid Opening		2						\$290.00	
8.4 Reivew Bids and Prepare Bid Tabulation		2	<u> </u>					\$290.00	)
0.5.7.1.1		-	,,						-
Sub-Total		8		4	0	0	0		\$
9.0 Subsurface Utility Exploration (SUE) Allowance 9.1 Subsurface Utility Exploration Allowance	_		<u> </u>					\$6,000.00	5
5.1 Outpaining of outpaining Exploration Allowance			1	1				φ0,000.00	4
Sub-Total		0	í c	0	0	0	0		\$
OPTIONAL SERVICES ALLOWANCES		<u> </u>	<u> </u>			0	0		. Ψ
10.0 Limited Construction Observation Services				1	I				
10.1 Attend Pre-Construction Conference		3	1					\$435.00	0
10.2 Shop Drawing Review		6						\$870.00	)
10.3 Construction Observation Site Visits (Final and Substantial Completion)		10	1					\$1,450.00	D
10.4 Prepare Record Drawings		4		8				\$1,420.00	)
10.5 Prepare and submit as-built certification to NWFWMD/USACE		2		2				\$500.00	
10.6 Prepare and attend three additional public involvement meetings	6	6	6	6				\$2,670.00	)
Sub-Total	_	31		10					\$



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4839	County Administrator's Report 12. 3.				
BCC Regular M	leeting Budget & Finance Consent				
Meeting Date:	11/21/2013				
Issue:	Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama				
From:	Mike Weaver				
Organization:	Public Safety				
CAO Approval:					

# **RECOMMENDATION:**

Recommendation Concerning the Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama - Michael D. Weaver, Public Safety Department Director

That the Board extend the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Health Care Authority and Escambia County, Florida, under the current terms and conditions, to allow Escambia County Emergency Medical Service to continue providing ambulance service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, for the period December 8, 2013, through December 7, 2014.

#### BACKGROUND:

Since 1981, Escambia County Emergency Medical Service (ECEMS), a division of Escambia County Public Safety Department, has provided ambulance service to the area of Flomaton (Escambia County), Alabama, as defined through Interlocal Agreements with the Escambia County Healthcare Authority (ECHA) of Brewton, Alabama. The initial three-year term of the current Interlocal Agreement, approved by the Board in its meeting held November 18, 2010, expires midnight December 7, 2013. By mutual consent of both parties, the Agreement may be extended for two additional one-year periods. It is the desire of ECEMS to continue providing such service, under the current terms and conditions, and written notice regarding ECHA's agreement to this one-year extension is dated August 13, 2013.

The annual compensation for providing this service is recognized in Fund 408 (Emergency Medical Service) Revenue Account 342605 (Escambia County Alabama Lease).

## **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 policy and procedures for extensions of such agreements.

# **IMPLEMENTATION/COORDINATION:**

N/A

## Attachments

Board Minutes Letter

# PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

# COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-23. <u>Approval of Various Consent Agenda Items</u> Continued
- - A. Approving the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida, to allow Escambia County Emergency Medical Services (EMS) to continue service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, with annual compensation to be recognized in Fund 408, Emergency Medical Services/Revenue Account 342605, Escambia County Alabama Lease; and
  - B. Authorizing the Chairman to sign the Interlocal Agreement.
  - 21. See Page 24.
  - 22. Approving to reimburse the Emerald Coast Utility Authority, for a total cost of \$45,612.35, for stabilization efforts on Greenbrier Boulevard (Funding: Fund 352, "Local Option Sales Tax III," Account 210107/56301, Project #11EN0955, "Greenbrier").
  - 23. Ratifying the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 423 South 1st Street:
    - A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Angela LeBlanc, owner of residential property located at 423 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$975, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Sanitary sewer connection

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

# **Escambia County Healthcare Authority**

P.O. Box 908 Browton, Alabama 36427 Telephone (251) 809-8398

Ruth Harrell, Chairman William Grissett, Vice Chairman Bernie Wall, Treasurer Chris B. Griffin, Executive Secretary

Bo Brantley Alexis Maloy Don Ward Rov. Alphonzia Williams Keith Horton Deborah Rowell

August 13, 2013

Mr. Michael D. Weaver Director Public Safety Department 6575 North W Street Pensacola, FL 32505-1714

Re: Interlocal Agreement for the Provision of Emergency Medical Services

Dear Mr. Weaver,

We are in receipt of your letter of August 1, 2013, regarding the one year extension of the above referenced agreement between the Escambia County Healthcare Authority and Escambia County Florida. Please accept this letter as agreement of the Escambia County Healthcare Authority to accept the one year extension of the Agreement.

If you should have further questions or need to discuss the agreement further, please do not hesitate to contact me at 251-809-8398 or by email at <u>chris.griffin@dwmmh.org</u>.

Sincere Chris B. Griffin

Executive Secretary

Copy: Judy Kirby, DWM EMS Pat Kostic, EMS Manager Trisha Pohlmann, Business Operations Manager



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5184	County Administrator's Report 12. 4.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	11/21/2013
Issue:	2013 State Homeland Security Grant Program, CFDA Number 97.067
From:	Mike Weaver
Organization:	Public Safety
CAO Approval:	

# **RECOMMENDATION:**

Recommendation Concerning the 2013 State Homeland Security Grant Program - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the 2013 State Homeland Security Grant Program:

A. Approve Contract Number 14-DS-L5-01-27-01-XXX, CFDA Number 97.067, Federally-Funded Subgrant Agreement, providing Escambia County Fire Rescue funding, in the amount of \$7,200, for allowable training and exercise costs; and

B. Authorize the Chairman to sign the Agreement.

# BACKGROUND:

The State of Florida Department of Financial Services receives grant funding from the Department of Homeland Security each year for the training and sustainment of the State's Hazardous Materials Teams. The State issues to counties, as sub-recipients, these Federally Funded funds to be used for training and sustainment of those teams. This year's funds are for training and exercises.

# **BUDGETARY IMPACT:**

This cost-reimbursement Agreement will provide a grant totalling \$7,200 to be expended for Hazmat training and exercises.

# LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Assistant County Attorney Stephen West and approved as to form and legal sufficiency.

# PERSONNEL:

N/A

# POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of all Agreements.

# **IMPLEMENTATION/COORDINATION:**

Upon final approval by the Board and the State, Escambia County Fire Rescue will coordinate with OMB and Finance to establish the appropriate Cost Center.

# Attachments

2013 SHSGP Federally Funded Subgrant Agreement

Contract Number: 14-DS-L5-01-27-01--\_\_\_ CFDA Number 97.067

# FEDERALLY-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 Fire Rescue (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 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 Program Budget and Scope of Work, Attachment 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 D.

(3) <u>PERIOD OF AGREEMENT</u>.

This Agreement shall begin upon execution by both parties whichever is later, and shall end <u>May 31, 2015</u>, 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) <u>RECORDKEEPING</u>

(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.

 Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - 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.

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(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and 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 shows the Federal resources awarded through the Division 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 Division. 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 the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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 chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB
 Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d),
 OMB Circular A-133, as revised, by or on behalf of the Recipient to:
 The Division at the following address:

Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

## http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send 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 Division at the following address:

> Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with 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.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division 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,

(i) If the audit shows that all or any portion of the funds disbursed 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.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, <u>Fla. Stat</u>. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

## (7) <u>REPORTS</u>

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports as requested 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, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

## (9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, <u>Fla.</u> <u>Stat.</u>, 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, <u>FIa. Stat.</u>, 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, <u>FIa. Stat.</u> 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) <u>REMEDIES</u>.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

 (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

## (12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, <u>Fla. Stat.</u>, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

## (13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Nikki Hines 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Telephone: 50-413-9894 Fax: (850) 922-8289 Email:nikki.hines@em.myflorida.com

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(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Sims 6575 North W Street Pensacola, FL 32505 Telephone: 850-475-5530

Email: john\_sims@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

## (14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, <u>Fla. Stat</u>.

(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 – Budget
Attachment B – Scope of Work
Attachment C - Deliverables
Attachment D – Program Statutes and Regulations
Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations Attachment G – Certification Regarding Debarment Attachment H – Statement of Assurances Attachment I – Reimbursement Checklist

## (17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$7,200 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), <u>Fla.Stat.</u>, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after <u>May 31, 2015</u>, at the discretion of the Division, may not be reimbursed from this Agreement.

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 renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

## (18) <u>REPAYMENTS</u>

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), <u>Fla. Stat.</u>, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 <u>et seq.</u>), 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 <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> 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;

 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, <u>Fla. Stat</u>. 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,

<u>Fla. Stat</u>. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(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, <u>Fla. Stat.</u>, which the Recipient created or received under this Agreement.

(I) 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, <u>Fla. Stat.</u>) 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, <u>Fla. Stat.</u>

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

## (20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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

## (21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the

discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

## (22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

## (23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H. IN WITNESS WHEREOF, the parties hereto have executed this Agreement ..

# **RECIPIENT: ESCAMBIA COUNTY**

Board of County Commissioners Escambia County, Florida

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_\_\_\_\_ Deputy Clerk

BCC Approved: \_\_\_\_\_

FID # 59-6000-598

DUNS# 075079673

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STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By\_\_\_\_\_

Name and Title\_\_\_\_\_

Date: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By OGHNOV Title Aut. County Attorney Date Oct. 30, 2013

## EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

## Federal Program

Federal agency: U.S. Department of Homeland Security/Federal Emergency Management Agency Catalog of Federal Domestic Assistance title and number: 97.067 Award amount: \$ 7,200

# THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

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:

- Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy.
- Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

# ATTACHMENT A

# **Proposed Program Budget**

- Below is a general budget which outlines cligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at <u>www.rkb.us</u>.
- The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
		Issue 12 – US&R Hazmat Training	\$2,400.00
FY 2013 - Homeland Security Grant	Escambia County Fire Rescue	Issue 12 – US&R Hazmat Exercise	\$4,800.00
Program – Issue 12		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	
- Total A	ward	\$7;200.00	

# **Budget Detail Worksheet**

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2013 Escambia Co Issue 12 Budget Detail Worksheet– Eligible Activities				
Allowable Training Costs	Quantity	Unit Cost	Total Cost	lssue Number
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel ttending FEMA-sponsored and approved training classes.	4	600	2400	12
Overtime and backfill expenses for part-time and volunteer emergency response ersonnel participating in FEMA training.				
raining Workshops and Conferences				
ctivities to achieve training inclusive of people with disabilities				
ull or Part-Time Staff or Contractors/Consultants				
sertification/Recertification of Instructors				
ravel				
upplies				
uition for higher education				
ither items				

A complete list of FEMA approved courses may be found at www.ojp.usdoj.gov/FEMA/docs/Eligible\_Federal\_Courses.pdf

llowable Exercise Costs	Quantity	Unit Cost	Total Cost	lssue Number
esign, Develop, Conduct and Evaluate an Exercise				
xercise Planning Workshop - Grant funds may be used to plan and conduct an xercise Planning Workshop to include costs related to planning, meeting space nd other meeting costs, facilitation costs, materials and supplies, travel and cercise plan development.				
Il or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be red to support exercise-related activities. Payment of salaries and fringe benefits ust be in accordance with the policies of the state or local unit(s) of government ind have the approval of the state or the awarding agency, whichever is applicable. he services of contractors/consultants may also be procured to support the design, evelopment, conduct and evaluation of CBRNE exercises. The applicant's formal ritten procurement policy or the Federal Acquisition Regulations (FAR) must be llowed.				
vertime and backfill costs – Overtime and backfill costs, including expenses for art-time and volunteer emergency response personnel participating in FEMA rercises	30	160	4800	12
plementation of HSEEP				

Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to <u>http://www.ojp.usdoj.gov/FinGuide</u> .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				Ŧ
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue Number
<ul> <li>Hiring of full-time or part-time staff or contractors/consultants:</li> <li>To assist with the management of the respective grant program</li> <li>To assist with application requirements of the grant program</li> <li>To assist with the compliancy with reporting and data collection as it may relate to the grant program</li> </ul>				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.ojp.usdoj.gov/FinGuide).				
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				

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programs within the grant program.
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## ATTACHMENT B

#### Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

## I. Issue and Project Description

Issue 12 – Fire Reseue US&R Hazmat Training, Exercise and IMT This project will provide specialized training to members of the Urban Scarch & Rescue Task Forces, Type II WMD Regional Hazardous Materials Response Teams and the State's Type III Incident Management Team.

## II. Categories and Eligible Activities

FY2013 allowable costs are divided into the following categories: training, exercise, management and administration cost are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Training

Allowable training-related costs include, but are not limited to, the following:

- Developing, Delivering, and Evaluating Training Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs is allowable (e.g., sign language interpreters, communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.
- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplement training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.
- Overtime and Backfill The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- Travel Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- Hiring of Full or Part-Time Staff or Contractors/Consultants Payment of salaries and fringe benefits to full or
  part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local
  government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be
  included within the funding allowed for program management personnel expenses. In no case is dual compensation
  allowable.
- Certification/Recertification of Instructors States are encouraged to follow the NTE Instructor Quality Assurance
  Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This
  is particularly important for those courses that involve training of trainers. This information is contained in
  Information Bulletin #193, issued October 20, 2005. Additional information can be obtained at
  <a href="http://www.fema.gov/good\_guidance/download/10146">http://www.fema.gov/good\_guidance/download/10146</a>.

Other Items – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized training-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statues, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

#### B. Exercises

Allowable exercise-related costs include:

- Funds Used to Design, Develop, Conduct, and Evaluate an Exercise Includes costs related to planning, meeting
  space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are
  encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of
  space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well
  as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals
  with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise
  evcle.
- Hiring of Full or Part-Time Staff or Contractors/Consultants -- Full or part-time staff may be hired to support
  exercise-related activities. Such costs must be included within the funding allowed for program management
  personnel expenses.
- The applicant's formal written procurement policy or 44 CFR 13.36 whichever is more stringent must be followed.
- Overtime and Backfill The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- Travel Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSBEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- Supplies Supplies are items that are expended or consumed during the course of the planning and conduct of the
  exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- Disability Accommodations Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).
- Other Items These costs include the rental of equipment and other expenses used specifically for exercises, costs
  associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full
  access for children and adults with disabilities.

## Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
  - Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
  - The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase

by DHS, please note that FDEM adheres to Florida Statues, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

#### Exercise Requirements

Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the States respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to <u>hseep@dhs.gov</u>.

The Training and Exercise Plan will include the State's prioritized capability requirements and a Multi-Year Training and Exercise Plan (schedule) that supports the identified capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to <u>hscep@dhs.gov</u>, all scheduled training and exercises should be entered into the HSEEP National Exercise Scheduling (NEXUS) System, located in the HSEEP Toolkit on the HSEEP website <u>https://hscep.dls.gov</u>.

States must complete a cycle of exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grants programs. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban areas are encouraged to share, at a minimum, the multi-year training and exercises schedule with those departments, agencies, and organizations included in the plan.

 Exercise Scenarios. The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP and UASI exercises include: chemical, hiological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with objectives and capabilities identified in the Multiyear Training and Exercise Plan.

- Special Event Planning. If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) the
  special event planning should be considered as a training or exercise activity for the purpose of the Multi-year
  Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training
  and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at
  major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and
  control. States should also anticipate participating in at least one Regional Exercise annually. States must include all
  confirmed or planued special events in the Multi-year Training and Exercise Plan.
- Exercise Evaluation and Improvement. Exercises should evaluate performance of the objectives and capabilities
  required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is
  defined in the HSEEP located at <a href="https://hssep.dhs.gov">https://hssep.dhs.gov</a>.
- Self-sustaining Exercise Programs. States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-Year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- Role of Non-Governmental Entities in Exercises. Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.
- C. Management and Administration no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

# Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Overtime costs - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorisin Task Forces (JTTFs), Area Maritime Security Committees (as required by Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding ean only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

Operational overtime costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2013 SHSP or IASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructures sites in the following authorized categories: Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion

- centers:
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites,
- including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2013 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

#### Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.oip.usdoj.gov/FinGuide).

# Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland secunty strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

#### Unauthorized Expenditures D.

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs .
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.
- **Construction and Renovation** E.

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes and Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (http://www.fema.gov/government/grant/bulletins/indes.shtm).

FY 2013 HSGP Program grantees using funds for construction projects must comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: http://www.dol.gov/compliance/laws/comp-dbra.htm.

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

#### **Approval Process:**

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historie preservation requirements

Additional information may also be found on the FEMA's website located at http://www.fema.gov/plan/ehp/.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

#### **Overtime and Backfill Guidance** F.

Personnel (SHSP and UASI) - Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2013 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel eost.

For further details, please refer to Information Bulletin 358.

FY 2013 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

#### National Incident Management System (NIMS) Compliance G.

HSPD-5, "Management of Domestic Incidents," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal eapabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an alldiscipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that "require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities." The NIMS Integration Center (NIC) recommends **38** NIMS Compliance Objectives for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at <u>www.fema.gov/pdf/emergency/nims/ngo\_fs.pdf</u>. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities. Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant <u>must</u> complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident

Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to <a href="http://www.fema.gov/emergency/nims\_training\_shtm">http://www.fema.gov/emergency/nims\_training\_shtm</a>.

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at http://www.fema.gov/emergency/nims/.

## III. Reporting Requirements

#### 1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's
  reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative
  portion of the Quarterly Status Report, Report will be denied until narrative is provided, also
  financial reimbursements will be withheld until the required information has been submitted.

Programmat	ic Reporting	Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

## 2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <u>https://www.reporting.odp.dhs.gov</u>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

#### 3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

#### 4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the agreement is either completed or the agreement has expired.

#### 5. Monitoring:

## Florida Division of Emergency Management US Department of Homeland Security Grants Program Grant Monitoring Process

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

#### Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

## Areas that will be examined include:

Management and administrative procedures; Grant folder maintenance; Equipment accountability and sub-hand receipt procedures; Program for obsolescence; Status of equipment purchases; Status of training for purchased equipment; Status and number of response trainings conducted to include number trained; Status and number of exercises; Status of planning activity; Anticipated projected completion; Difficulties encountered in completing projects; Agency NIMS/ICS compliance documentation; Equal Employment Opportunity (EEO Status); Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack there of, generates questions from the region, the

sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- 4 Equipment selection or available vendors
- ↓ Eligibility of items or services
- + Coordination and partnership with other agencies within or outside the region or discipline
- 4 Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

#### **On-site Monitoring Protocol**

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

## Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

#### **On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/scrial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capitol expenditures in excess of \$1,000, per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

## A. Programmatic Point of Contact

Nikki Hines	Felicia Pinnock
Grants Manager	Program Manager
FDEM	FDĚM
2555 Shumard Oak Blvd.	2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100	Tallahassee, FL 32399-2100
(850) 413-9894	(850) 413-9958
nikki.hines@em.myflorida.com	Felicia.Pinnock@em.myflorida.com

#### B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

## Attachment C

## DELIVERABLES

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

In addition, the Recipient is to complete the following issues as described below throughout the agreement period to ensure compliance and coordination with the Homeland Security Grant Program. Items listed below are to be reviewed quarterly to ensure recipients' compliance. Documentation supporting the completion of the issues outlined below shall be submitted along with the Quarterly Financial report.

# Issue 12 – Fire Rescue US&R Hazmat Training, Exercise and IMT

This project will provide specialized training to members of the Urban Search & Rescue Task Forces, Type II WMD Regional Hazardous Materials Response Teams and the State's Type III Incident Management Team.

- Hazmat Team Exercise 30 personnel x 8 hours 30 @ \$160.00 = \$4,800.00
- Hazmat Team Drill 30 personnel x 8 hours \$600.00
- Hazmat Technician for CBRNE Incidents \$600.00
- WMD Rad/Nuc Course for Hazmat Technicians \$600.00
- Incident Response to Terrorist Bombings \$600.00

TOTAL = \$7,200.00

## Attachment D

# Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

## Special Conditions

 The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule").
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- C. Audit Requirements for State
  - OMB Circular A-133, Audits of States, Local Governments and Non Profit Organizations
- Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
- 3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program guidance and application kit.
- 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- 5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.

## Attachment E

# JUSTIFICATION OF ADVANCE PAYMENT

## **RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

# [ ] ADVANCE REQUESTED

Advance payment of \$\_\_\_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

## ESTIMATED EXPENSES

<b>BUDGET CATEGORY/LINE ITEMS</b>	2020 Anticipated Expenditures for First Three Months of Contract
(list applicable line items)	
<u>For example</u>	
ADMINISTRATIVE COSTS	
(Include Secondary Administration.)	
For example	
PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399 within thirty (30) days of receipt, along with any interest earned on the advance)



## Attachment F

## Warranties and Representations

## Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

## **Competition**

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

#### **Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from <u>8:00 AM till 5:00PM Monday -Friday</u>

#### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

#### Attachment G

# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### 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:

Ву:	
Signature	Recipient's Name
Name and Title	DEM Contract Number
Street Address	Project Number
City, State, Zip	
Date	

#### Attachment H

#### Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

# Attachment I

# Reimbursement Check List

		<u>Equipment</u>
۲Ţ	1.	Have all invoices been included?
	_	ATL # been identified for each nurchase?
	3.	If service/warranty expenses are listed, are they only for the performance period of the
		10
	4.	Has proof of payment been included? (E.g. canceled check, Electronic Punus manager Has proof of payment been included? (E.g. canceled check, Electronic Punus manager (E.g. canceled check, Electronic Punus manager)
		vendor, copy of credit card statement showing expense charged, and payment to credit
		(in the statement)
	-	If EHP form needed – has copy of it and approval from State/DHS been included?
	5.	If EAP form needed – has copy of it and approximately a
		Planning
Concultan	telC	entractors (Note: this applies to contractors also billed under Organization)
	1	
	2.	the second s
드	2. 3.	the second of planning materials and WORK DEDUCE (E.g. meeting documents, copies
	0.	at along) been included? (If a meeting was held by recipient of contractor concentent of
		recipient, an agenda and signup sheet with meeting date must be included).
		and the second
	4.	the second second produced? (Fig. canceled check, Electronic Funds Handlor
	5.	(EFT) confirmation, or P-Card back up documentation which will include receipt with
		(EFT) confirmation, of P-Cald back up documentation and payment to credit vendor, copy of credit card statement showing expense charged, and payment to credit
		vendor, copy of credit card statement showing expense energies, and in the
		card company for that statement).
	6.	Has Attachment G (found within Agreement with FDEM) been completed for this
		consultant and included in the reimbursement package?
		the second time billed under M&A and Organization as well)
<u>Salary Po</u>		ons (Note: this applies to positions billed under M&A and Organization as well) Have the following been provided: signed time sheet by employee and supervisor and Have the following been provided: signed time sheet by employee and supervisor and
	1.	Have the following been provided, signed the entry of earnings, copy of payroll proof that employee was paid for time worked (statement of earnings, copy of payroll
		check or payroll register)? Has a time period summary sheet been included for total
		check or payroll register)? Has a time period summary shoet a service
		claimed amount?
	2.	Does the back-up documentation provided match the time period for which
		reimbursement is being requested?
		Techning
		Is the course DHS approved? Is there a course or catalog number? If not, has FDEM
	1.	
		approved the non-DHS training is supporting decamentation
		reimbursement request?
	2	Have sign-in sheets, rosters and agenda been provided?
	3	If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee
		names, department, # of hours spent at training, hourly rate and total amount paid to

each attendee? Have print outs from entity's financial system been provided as proof

attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

#### <u>Exercise</u>

- Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- \_

- If exercise has been conducted has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

#### Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
  - 2. If travel is a conference has the conference agenda been included?
  - 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

#### **Organization**

1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

#### Matching Funds

- 1. Contributions are from Non Federal funding sources.
  - 2. Contributions are from cash or in-kind contributions which may include training investments.
  - 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

#### For All Reimbursements - The Final Check

- 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
  - 2. Have the costs incurred been charged to the appropriate POETE category?
  - 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
  - 4. Has Form 3 been signed by the Grant Manager?
  - 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
  - 6. Have the quantity and unit cost been notated on Form 4b?



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5238		County Administrator's Report 1	2. 5.
BCC Regular Meeting		Budget & Finance Con	sent
Meeting Date:	11/21/2013		
Issue:	Approval to Issue Fiscal Yea \$50,000 (Library)	r 2013/2014 Purchase Orders in Exce	ess of
From:	David Musselwhite, Departm	ent Director	
Organization: CAO Approval:	Information Technology		

# **RECOMMENDATION:**

Recommendation Concerning the Issuance of Fiscal Year 2013/2014 Purchase Order for the Renewal of the SirsiDynix Library Information System Used by the West Florida Public Library - David Musselwhite. Information Technology Department Director

That the Board for the Fiscal Year 2013/2014, approve the issuance of the following Purchase Order in excess of \$50,000:

Vendors/Contractor	Amount
Sirsi Corporation (SirsiDynix) SirsiDynix Symphony Software Renewal Fund: 113 (Library) Cost Center: 110503	\$65,519.54

The SirsiDynix Purchase Order is for the annual support and maintenance of the proprietary Library Information System that provides card cataloging and circulation management of the library's assets.

## BACKGROUND:

The Board of County Commissioner's Information Technology Department took responsibility for the Library Information Systems effective October 1, 2013. The Information Technology Department is responsible for the ongoing support of iT for all of the Library System facilities, including, but not limited to, support and management of computer hardware, software, electronics, semiconductors, internet, telecom equipment, and other network components.

This purchase is required for the ongoing annual support and software maintenance and needs to be sole sourced due to the software being proprietary to Sirsi/Dynix.

#### **BUDGETARY IMPACT:**

The funds are available in the Library Fund 113, Cost Center 110503 Information Technology

### LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

#### PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts

#### **IMPLEMENTATION/COORDINATION:**

The Information Technology department will be responsible for the coordination with the West Florida Public Library.

Sirsi Invoice

Attachments

# Invoice

🛞 SirsiDynix"

Page 1/1 Invoice INVMT024994 Date 8/15/2013

Sirsi Corporation SirsiDynix Technology Center 3300 North Ashton Boulevard Lehi UT 84043

Bill To: West Florida Regional Library 200 West Gregory Street Pensacola FL 32501

Purchase Order No.	Customer ID	Payment	Terms
	311251		
Item Number	Description	Unit Price	Ext. Price
30-95000-000 30-95010-000	SirsiDynix Symphony Software Renewal Third-Party Subscription Renewal Effective Period: October 1, 2013 - September 30, 2014	\$59,108.52 \$6,411.02	\$59,108.52 \$6,411.02

	Subtotal	\$65,519.54
	Tax	\$0.00
For questions, please contact:	Trade Discount	\$0.00
Allison Snyder at allison.snyder@sirsidynix.com or 801-223-5874	Total	\$65,519.54

Please Remit Payment to: SirsiDynix #774271, 4271 Solutions Center, Chicago, IL 60677-4002

If paying by wire please reference the invoice number on your bank instructions.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5312	County Administrator's Report 12. 6.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	11/21/2013
Issue:	Termination of Franchise Agreement - Titan Waste Services, Inc.
From:	Pat Johnson, Department Director
Organization:	Solid Waste
CAO Approval:	

#### **RECOMMENDATION:**

<u>Recommendation Concerning the Termination of the Non-Exclusive Long Term Franchise</u> <u>Agreement for the Collection of Commercial Solid Waste between Escambia County and Titan</u> <u>Waste Services, Inc. - Patrick T. Johnson, Solid Waste Management Department Director</u>

That the Board take the following action regarding the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste between Escambia County and Titan Waste Services, Inc., dated January 1, 2012:

A. Terminate the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste between Escambia County and Titan Waste Services, Inc., dated January 1, 2012,

B. Authorize the Interim County Administrator to issue a written notice informing Titan Wastes Services, Inc., that the Franchise Agreement is terminated effective December 31, 2013; and

C. Authorize the County Attorney to pursue any and all legal and equitable remedies against Titan Waste Services, Inc., pursuant to Section 35, Default by Contractor, of the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste, including filing a lawsuit in the Escambia County Circuit Court.

[Funding: Fund 103, Code Enforcement Fund, Account 323701 (Franchise Fees – Commercial Garbage)]

#### BACKGROUND:

On October 17, 2013, Titan Waste Services, Inc., was served notice, pursuant to the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste, approved by the Board of County Commissioners on January 5, 2012, Section 35, that Titan Waste Services, Inc., was in default of the terms of its Franchise Agreement with Escambia County. Section 35, Default by Contractor, states:

"If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge or other sum that is due

and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person."

#### **BUDGETARY IMPACT:**

All revenue received from Titan Waste Services, Inc. will be deposited into Fund 103, Account 323701(Franchise Fees – Commercial Garbage)

## LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will pursue any and all legal and equitable remedies against Titan Waste Services, Inc., pursuant to Section 35 of the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste.

#### PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

Section 35, Default by Contractor, provides for the County to terminate the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste of any Contractor who is found in default of the terms of its Franchise Agreement with Escambia County.

#### **IMPLEMENTATION/COORDINATION:**

Upon receiving authorization of the Board of County Commissioners, the County Administrator's Office will issue written notice to Titan Waste Services, Inc., notifying it of the termination and its effective date.

#### Attachments

Ltr Titan Waste 10\_14\_13 Brd Mins 01\_05\_2012 Titan FA Signed



Board of County Commissioners • Escambia County, Florida

Patrick T. Johnson, Dir. Solid Waste Management

October 14, 2013

Via Certified Mail - # 7011 0110 0002 2446 0339

Mr. Larry Pellegrino, Vice President Titan Waste Services, Inc. P O Box 793 Milton, FL 32572

Re: Termination of Titan Waste Services, Inc. Franchise Agreement Dated January 1, 2012

Mr. Pellegrino:

This letter serves as notice pursuant to the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste approved by the Board of County Commissioners on January 5, 2012, Section 35, that Titan Waste Services, Inc. is in default of the terms of its Franchise Agreement with Escambia County, Section 35, Default by Contractor, states:

"If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person."

Titan Waste was notified via letter, hand delivered to its place of business, that on Wednesday, 09/18/2013, an inspection of its books and records relating to its performance under this Agreement would be conducted by Patrick Johnson, Contract Administrator and Susan Smith, Accountant. Upon their arrival, Titan Waste advised them that the requested books and records, (i.e. Customer Contracts, Waste Disposal Invoices, Daily logs, Tickets), were unavailable and said to be in your possession, away from the premises of Titan Waste's place of business. Section 21, Audited Financial Report and Right of Inspection and Audit (Paragraph 3), states:

"The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement ..."

escambia

Larry Pellegrino Re: Termination of Franchise Agreement October 14, 2013 Page 2

#### In addition, Section 29, Contractor's Records states:

"The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers. The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement."

On Thursday, 09/19/2013, you came to the Office of Solid Waste Management Department and presented a portion of Titan Waste's records which you said were Customer Contracts. These papers did not contain all of the information requested. In addition, you did not bring all of Titan Waste's records but acknowledged there were other records and that you would return with them as well. To-date, you have not returned with Titan Waste's books and records necessary for this office to complete its inspection and audit. Moreover, Franchise Fees owed by Titan Waste for the months of June, July and August are past due, with September coming due on October 20th. Section 20, Payment of Franchise Fees and Statement of Compliance of the Agreement states:

"The Contractor shall pay the franchise fees to the County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. ..."

Due to Titan Waste's failure to abide by the terms of this Franchise Agreement, you are hereby notified that Titan Waste shall have thirty (30) days from the date of this letter to make available for inspection, Customer Contracts, Waste Disposal Invoices, Daily Logs, Tickets, etc. You are further notified to pay within thirty (30) days of the date of this letter all delinquent franchise fees. If after thirty days, we do not receive the franchise fees and requested books and records, the County Administrator will proceed with the request to the Board of County Commissioners that the Titan Waste Franchise Agreement be terminated.

Sincerely,

Patrick T. Johnson, Director Escambia County Solid Waste Management Department

cc: George Touart, County Administrator Charles Peppler, Deputy County Attorney

# PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> Continued
- 1-10. <u>Approval of Various Consent Agenda Items</u> Continued
  - 7. Accepting, for filing with the Board's Official Minutes, the Non-Exclusive Long Term Franchise Agreements for the Collection of Commercial Solid Waste between Escambia County and the following existing commercial haulers, who are currently collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of the Agreement; on September 1, 2011, the Board approved the form of the Agreement and authorized the County Administrator to sign the Agreements:
    - A. Allied Waste Services of North America, LLC;
    - B. Emerald Coast Utilities Authority (ECUA);
    - C. Southern Scrap Company, Inc.;
    - D. Titan Waste Services, Inc.;
    - E. Waste Management, Inc., of Florida; and
    - F. Waste Pro of Florida, Inc.
  - 8. Taking the following action regarding reinstatement and disposition of County property for the Public Works Department; the *Request for Re-Instatement of Property* Forms have the reasons for the request for each item to be reinstated listed on those Forms, and have been signed by all applicable authorities, including the Division Manager, as designee for the Department Director, and the County Administrator; all of the items to be reinstated are in better working condition than the items currently in use; the items currently in use are listed on the *Request for Disposition of Property* Forms; one item, Property #47251, is being transferred to the Community Corrections Department/ Environmental Code Enforcement to replace a vehicle being declared surplus by that Department; the surplus property listed on the *Request for Disposition of Property* Forms has been checked and declared surplus to be sold or disposed of, as listed on the supporting documentation; the Request Forms have been signed by all applicable authorities, including the Division Manager, as designee for the Department to replace a vehicle being declared surplus by that Department; the surplus property listed on the *Request for Disposition of Property* Forms has been checked and declared surplus to be sold or disposed of, as listed on the supporting documentation; the Request Forms have been signed by all applicable authorities, including the Division Manager, as designee for the Department Director, and the County Administrator:
    - A. Approving the five *Request for Re-Instatement of Property* Forms, indicating five items to be reinstated, which are described and listed on the Request Forms, with reasons for reinstatement stated; and

(Continued on Page 20)

## NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT FOR THE COLLECTION OF COMMERCIAL SOLID WASTE

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this <u>lst</u> day of <u>January</u>, 2012, between Escambia County (County) and <u>Titan Waste Services</u>, Inc. ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on <u>September 1</u>, 20<u>12</u>, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

#### **Table of Contents**

#### 1. Definitions

- A. Agreement
- B. Biomedical Waste
- C. Board
- D. Bulky Waste
- E. Collection
- F. Commercial Solid Waste
- G. Commercial Solid Waste Collection Service
- H. Compactor
- I. Construction and Demolition Debris (C&DD)
- J. Container
- K. Contract
- L. Contractor
- M. Contract Administrator
- N. County
- O. Customer
- P. Designated Facility
- Q. Effective Date
- R. Franchise Agreement
- S. Garbage

- T. Garbage Cart
- U. Hazardous Waste
- V. Industrial Solid Waste
- W. Person
- X. Recovered Materials
- Y. Recyclable Material
- Z. Residential Recyclables
- AA. Residential Solid Waste
- BB. Residential Unit
- CC. Service Area
- DD. Solid Waste
- EE. Special Waste
- FF. Term
- GG. Trash
- HH. Uncontrollable Forces
- II. Yard Waste
- 2. Non-Exclusive Franchise for Commercial Solid Waste
- 3. Term of Franchise
- 4. Minimum Requirements for Collection Service
- 5. Frequency of Service and Size of Containers
- 6. Ownership and Maintenance of Containers
- 7. Contracts with Customers
- 8. Hours of Collection
- 9. Manner of Collection
- 10. Contractor's Personnel
- 11. Collection Equipment
- 12. Contractor's Local Office
- 13. Complaints
- 14. Notices to Customers
- 15. Yard Waste
- 16. Spillage
- 17. Use of Designated Solid Waste Management Facilities
- 18. Franchise Fees

- **19.** Changes in the Amount of Franchise Fees
- 20. Payment of Franchise Fees and Statement of Compliance
- 21. Audited Financial Report and Right of Inspection and Audit
- 22. Tipping Fees
- 23. Changes in the Amount of Tipping Fee
- 24. Calculation of Tonnage
- 25. Failure to Deliver Commercial Solid Waste to Designated Facility
- 26. Permits and Licenses
- 27. Insurance
- 28. Indemnification
- 29. Contractor's Records
- 30. Point of Contact
- 31. Notices
- 32. Annual Certification of Compliance
- **33.** Uncontrollable Circumstances
- 34. Administrative Charges
- 35. Default by Contractor
- 36. Default by County
- 37. Remedies
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- **39.** Waiver of Performance
- 40. Title to Waste
- 41. Assignment or Transfer
- 42. Governing Law and Venue
- 43. Severability
- 44. Independent Contractor

- 45. Personal Liability
- 46. Sovereign Immunity
- 47. Interpretation of Agreement
- 48. Third-Party Beneficiaries
- 49. Waiver of Claims
- 50. Equal Protection for Contractor
- 51. Merger Clause

#### 1. **DEFINITIONS**

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- **A. Agreement** shall mean this written contract between Escambia County and Contractor.
- B. Biomedical Waste shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- **C. Board** shall mean the Board of County Commissioners of Escambia County, Florida.
- D. Bulky Waste shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- E. Collection shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. Commercial Solid Waste shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- **G. Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.
- **H. Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris (C&DD) shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. Container shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- **K. Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. Contractor shall mean <u>Titan Waste Services</u>, Inc. and its successors and assigns.
- **M. Contract Administrator** shall mean County Administrator or his or her designee.
- N. County shall mean Escambia County, a political subdivision of the State of Florida.
- **O. Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. Designated Facility shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- **Q.** Effective Date shall mean the date when this Agreement is signed by a duly authorized County representative.
- **R. Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- **S. Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

- T. Garbage Cart shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. Hazardous Waste shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. Industrial Solid Waste shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- **W. Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. Recyclable Material shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. Residential Recyclables shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. Residential Solid Waste shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- **BB.** Residential Unit shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- **CC.** Service Area shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- **DD.** Solid Waste shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- FF. Term shall mean the period of time when this Agreement is in effect.
- **GG. Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- **HH. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- **II. Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

# 2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

### 3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

#### 4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

# 5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

### 6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

## 7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

## 8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

## 9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

#### 10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

## 11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced. The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

## 12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

## 13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

## 14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

## **REGULATION BY ESCAMBIA COUNTY**

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at <a href="https://ptionson@myescambia.com">ptionson@myescambia.com</a>

## RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

## **REDUCTIONS IN SOLID WASTE FEES**

Escambia County reduced the amount of County's solid waste franchise fee from \$\_\_\_\_ [insert old rate] per cubic yard per collection to \$\_\_\_\_\_ [insert new rate], effective \_\_\_\_\_ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

## 15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

## 16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

# 17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

## 18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

$$CC \times FF \times NC = Amount Due to County$$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Sold Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

#### 19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

## 20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that <u>Titan Waste Services</u>, Inc. (Company Name) is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

Reporting Month and Year:

Titan Waste Services, Inc. Company Name:

Authorized Signature:

**Telephone No.:** 

Printed Name:

Title:

Date:

# 21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's

Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

# 22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$40.65 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$48.65 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

# 23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

# 24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

# 25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD)

is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

#### 26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

#### 27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of

insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least fortyfive (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified selfinsurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

## 28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or

omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

## 29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

## 30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

#### 31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

#### To County:

Escambia County Solid Waste Management Attention: Contract Administrator 13009 Beulah Road Cantonment, FL 32533-8831

> Copy to: County Attorney 221 Palafox Place Pensacola, FL 32502

> > As to Contractor:

(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

## 32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

## 33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

## 34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
  - 1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
  - 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
  - 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
  - Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
  - 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
  - 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
  - 7. Failure to display Contractor's name on Contractor's vehicles, as required

in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

- 8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.
- B. The administrative charge shall be \$1,000 for each of the following events:
  - 1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
  - 2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

## 35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or
- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

### 36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.
- County will be in default, and Contractor may terminate this Agreement after Β. providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.
- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

### 37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

### 38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

### **39. WAIVER OF PERFORMANCE**

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

### 40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

### 41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to

comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

### 42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

### 43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

### 44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

### 45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

### 46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation

on County's liability.

### 47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

### 48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

### 49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

### 50. EQUAL PROTECTION FOR CONTRACTOR

- During the Term of this Agreement, Contractor shall be entitled to collect Α. Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement

held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

### MERGER CLAUSE 51.

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR

BY:

As the Duly Authorized Representative of Contractor

Escambia County Board of County Commissioners

Charles R Oque

Charles R. "Randy" Oliver County Administrator

Larry Pellegrino (Print or Type Name)

Date:

Vice President Title

Date:

Witness Witness

STATE OF FLORIDA COUNTY OF <u>ESCAMBIA</u> Santa Rosa

day of Utober, 2011, personally appeared before me, On this A Larry Pellegrino whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed instrument.

Witness my hand and official seal.

SANDRA K. LEBOUF WY COMMISSION # EE 070601 EXPIRES: April 2, 2015 Bonded Thru Budget Notary Services

Notary Public Signature

26

**Commission Expires** 

(Notary Seal)

This document approved as to form and legal sufficiency Bv: Title: Date:



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5325	County Administrator's Report 12.7.	
BCC Regular M	leeting Budget & Finance Consent	
Meeting Date:	11/21/2013	
Issue:	Cancellation of Five Residential Rehab Grant Program Liens	
From:	Keith Wilkins	
Organization:	Community & Environment	
CAO Approval:		

### **RECOMMENDATION:**

<u>Recommendation Concerning Cancellation of Five Residential Rehab Grant Program Liens -</u> <u>Keith Wilkins, Community & Environment Department Director</u>

That the Board ratify the following November 21, 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:

A. Approving the following five Lien cancellations, as the recipients have met their Grant requirements:

Property Owner	Property Address	Lien Amount
Pamela Clyde	303 Southeast Kalash Road	\$1,405
Patricia A. Finlay	304 Southeast Kalash Road	\$1,730
Terry Lamb	221 Payne Road	\$1,812
Hurey J. Smith	1230 West Bobe Street	\$3,700
Theresa I. Wade	200 Payne Road	\$1,030

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

### BACKGROUND:

The aforementioned property owners have satisfied the one-year compliance with the Grant Program.

### **BUDGETARY IMPACT:**

There will be no budgetary impact.

### LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the six Cancellation of Lien documents as to form and legal sufficiency.

### PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

### POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

### **IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for each owner.

### Attachments

Lien Cancellations Nov 21 CRA

STATE OF FLORIDA COUNTY OF ESCAMBIA

### CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,030**, executed by **Theresa I. Wade** and recorded in Official Record Book **6897** at pages **1698-1699**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: \_

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_\_\_

Deputy Clerk

Date Executed:

BCC Approved:\_\_\_\_\_

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: Date:

Escambia County Clerk's Original

### Escambia County Community Redevelopment Agency Residential Rehab Grant Program

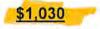
Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

### Lien Agreement

Applicant Name(s) Theresa I. Wade Address of Property 200 Payne Road Pensacola, FL 32507 Property Reference No. 50-2S-30-6090-357-018

Ernie Lee Magaha CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2012064451 08:21 2012 at 04:32 PM OFF REC BK, 6897 PG 1698 - 1699 Doc Type RECORDING: \$18:50

Total Amount of Lien



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: Theresa I. Wade, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day of , 2012 by Theresa I. Wade, Property Owner. He She) ) is personally ne ) has produced PLLE W300 as identification known to me or ( V 60 ina CLARA F. LONG Signature of Notary (Notary Spa Pub MY COMMISSION # DD985028 m 17 EXPIRES: June 04, 2014 Printed Name of Notary Public Fl. Notary Discount Assoc. Co

7

For: Board of County Commissioners of Escambia County By: Wilson & Coherbow

Wilson B. Robertson, Chairman

ATTESTIC ERNIE LEE MAGAHA COUNTY COME Clerk of the Circuit Court SEAL SEAL Deputy Clerk

AAA

Date Executed: 06-28-2012

BCC Approved: \_ 06-28-2012

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

This document approved as to form
and legal sufficiency. By: MINTEM CHIM
Title: HCA
Date: 10/5/2-

STATE OF FLORIDA COUNTY OF ESCAMBIA

### CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,700, executed by <u>Hurey J. Smith</u> and recorded in Official Record Book <u>6858</u> at pages <u>1662-1663</u>, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: \_

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_\_\_\_

Deputy Clerk

Date Executed:

BCC Approved:

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: Date:

# Escambia County Clerk's Original

### Ernie Lee Magaha CLERK OF THE CIRCUIT COURT ESCA MBIA COUNTY FLORIDA NBT# 201303839.05 17 2012 at 03:45 PM OFF REC B#: 5353 PG: 1662 - 1663 Opc Type \_ RECORDING: 51550

### Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

### Lien Agreement

Applicant Name(s) Hurey J. Smith Address of Property 1230 West Bobe Street Pensacola, FL 32501 Property Reference No. 17-2S-30-1600-300-030

\$3,700

Total Amount of Lien

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: Hurey J. Smith, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of , 2012 by <u>Hurey J. Smith</u>, Property Owner. (He/She (\_\_\_\_\_\_) has produced <u>FLUC 5581, 145...0</u> as identification. ) is personally MIAN known to me or CLARA F. LONG MY COMMISSION # DD985028 Publie Signature (Notary of Nota EXPIRES: June 04, 2014 our Fl. Notary Discount Assoc \*\*\*\*\* Printed Name of Notary Public This document approved as to form and legal, safficiency Board of County Commissioners of For: By: Escambia County Title: storte By: 4 Date: Wilson B. Robertson, Chairman ATTEST **Date Executed** Suan. COUNTY COURT of the Circuit Court es. BCC Approved: 02-16-0 0 9 144 432 1 T 275 5.9.1 12 Deputy Clerk - Ar CAMBIA CO Allantin and This instrument prepared by:

Clara Long, Urban Planner II Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502 STATE OF FLORIDA COUNTY OF ESCAMBIA

### CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,812**, executed by **Terry Lamb** and recorded in Official Record Book **6884** at pages **1484-1485**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: \_\_\_

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_

Deputy Clerk

Date Executed:

BCC Approved:\_\_\_\_\_

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: KHUNAAA Date: DATA

### Escambia County Clerk's Original HIN 2012 CARIL-14

Ernie Lee Magaha CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2012055752 07 18 2012 at 04 30 PM OFF REO BK 5884 PG 1484 - 1455 Dod T RECORDING 518 30

### Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

### Lien Agreement

Applicant Name(s) Terry Lamb Address of Property 221 Payne Road Pensacola, FL 32507 Property Reference No. 50-2S-30-6090-406-019

\$1,812

**Total Amount of Lien** 

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: Terry Lamb, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of ) is personally known to me or ( Signature of Nota Public (Notary Sea IMC CLARA F. LONG Y COMMISSION # DD985026 Printed Name of Notary Public EXPIRES: June 04, 2014 FI. Notary Discount Asso Board of County Commissioners of For: Escambia County Bv: Wilson B. Robertson, Chairman Date Executed: 04-17-2013 ERNIE LEE MAGAHA TES!; COUNTY COMMINS Clerk of the Circuit Court BCC Approved: 04-17-2012 AMBIA CO **Deputy Clerk** This instrument prepared by: Clara Long, Urban Planner II This document approved as to form Community & Environment Department Community Redevelopment Agency and legal sufficiency 221 Palafox Place, Pensacola, FL 32502 By: Title:

BOARD

7

Date:

STATE OF FLORIDA COUNTY OF ESCAMBIA

### CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,405**, executed by **Pamela Clyde** and recorded in Official Record Book **6901** at pages **1637-1638**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_

Lumon J. May, Chairman, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_\_\_\_

Deputy Clerk

Date Executed:

BCC Approved:\_\_\_\_\_

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: Date:

# Lescambia County Clerk's Original

Ernie Lee Magaha CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2012066986 08:31:2012 at 11:11 AM OFF REC BK: 6901 PG: 1637 - 1638 Doc Type: L RECORDING: \$15:50

### unipiaoua CARIL2 Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

### Lien Agreement

Applicant Name(s)
Pamela Clyde

Address of Property <u>303 Southeast Kalash Road</u> Pensacola, FL 32507 Property Reference No. 50-2S-30-6090-430-021

### Total Amount of Lien

### \$1,405

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: Pamela Clyde, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of , 2012 by Pamela Clyde, Property Owner, who ( ) is personally known Mas produced PLLCC430. 53.0 as identification. \$ignature of Notar CLARA F. LONG MY COMMISSION # DD985028

Printed Name of Notary Public

Board of County Commissioners of For: Escambia County

By: esonk Overla Wilson B. Robertson, Chairman

SEA SEA 's instrur a Lor COMMISS **ERNIE LEE MAGAHA** Clerk of the Circuit Court **Deputy Clerk** 

EXPIRES: June 04, 2014

Fl. Notary Discount Assoc. Co MARAAAAA

hch

to me or (

(Notary Sea

Date Executed: BCC Approved:

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

This document approved as to form and legal, sufficiency By: Title: Date:

STATE OF FLORIDA COUNTY OF ESCAMBIA

### CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,730**, executed by **Patricia A. Finlay** and recorded in Official Record Book <u>6891</u> at pages <u>1068-1069</u>, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: \_\_\_

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_

Deputy Clerk

Date Executed:\_\_\_\_\_

BCC Approved:\_\_\_\_\_

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. **Bv/Title** Date:

Escambia County Clerk's Original Ernie Lee Magaha CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2012060150 08/06/2012 at 10:24 AM OFF REC BK: 6891 PG 1068 - 1069 Doc Type: L RECORDING: \$18.50

### CAR\_TI-15 Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

### Lien Agreement

Applicant Name(s) Patricia A. Finlay Address of Property 304 Southeast Kalash Road Pensacola, FL 32507 Property Reference No. 50-2S-30-6090-475-022

Total Amount of Lien

\$1,730

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: Potricia Patricia A. Finlay, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of , 2012 by Patricia A. Finlay, Property Owner. He(She) ) is personally ) has produced FLF540 . 0 as identification. 44 known to me or ( ina Signature of No Public (Notary Seal CLARA F. LONG MY COMMISSION # DD985028 EXPIRES: June 04, 2014 Printed Name of Notary Public FI. Notery Discount Asso Board of County Commissioners of For: **Escambia County** By: 151 Wilson B. Robertson, Chairman SEAL BEAL annin manner Date Executed: ERNIE LEE MAGAHA ASSIONERS + Clerk of the Circuit Court BCC Approved: **Deputy Clerk** This instrument prepared by: Clara Long, Urban Planner II Community & Environment Department Community Redevelopment Agency This document approved as to form 221 Palafox Place, Pensacola, FL 32502 and legal ufficiency By:

7

Title: Date:



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5331	Co	ounty Administrator's Report	12. 8.
BCC Regular Meeting		Budget & Finance Consent	
Meeting Date:	11/21/2013		
Issue:	Residential Rehab Grant Program Funding and Lien Agreements for 219 Marine Drive		
From:	Keith Wilkins		
Organization: CAO Approval:	Community & Environment		

### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 219 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following November 21, 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 219 Marine Drive:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Joseph Barwick, the owner of residential property located at 219 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,512 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 November 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Joseph Barwick. 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 219 Marine Drive

### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>21<sup>st</sup></u> day of <u>November 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Joseph Barwick</u>, (the "Recipient"), owner of residential property located at <u>219 Marine Drive</u>, Pensacola, Florida, <u>32507</u>.

### WITNESSETH:

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

WHEREAS, the 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,512</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$1,512</u>, which shall be comprised of a cash contribution of <u>\$1,512</u>.

4. <u>Project:</u> 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. <u>Term</u>: The work to be performed for the Project shall commence after the <u>21st</u> day of <u>November 2013</u>, and the Project shall be complete on or before the <u>21st</u> day of <u>February 2013</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination</u>: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the 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. <u>Notice of Termination</u>: 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. <u>Subsequent to Termination</u>: 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. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

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

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

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

 17. <u>Notice:</u> Any notices to the County shall be mailed to: <u>County:</u> Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

<u>Recipient(s):</u> Joseph Barwick 219 Marine Drive Pensacola, FL 32507

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

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

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

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

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

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

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

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

By:

Approved as to form and legal sufficiency. By/Title; Date:

For: Board of County Commissioners of Escambia County

Lumon J. May, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

BCC Approved:

Date Executed:

By:

Deputy Clerk

(SEAL)

For Recipient:

Joseph Barwick, Property Owner

### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day of DER , 2013 by Joseph Barwick, Property Owner. He ( ) is personally known to me or (1) has produced FLDL B 620 - .430 Oas identification.

ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

Signature of Notary Public Printed Name of Notary Public

(Notary Seal)

### EXHIBIT I

### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s):Joseph BarwickProperty Address:219 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) Joseph Barwick Address of Property 219 Marine Drive, Pensacola, FL 32507

Property Reference No. 50-2S-30-5010-001-022

### Total Amount of Lien

### <u>\$1,512</u>

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: Joseph Barwick, Property Owner STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 3157 day of DIPER  $\sim$ , 2013 by Joseph Barwick, Property Owner. He (\_\_) is personally known  $\sim$ ) has produced FLDL B620, 430-0 as identification. ZAKKTYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services Signature of Notary Public akkiniah SMANNE (Notary Seal) Printed Name of Notary Public For: Board of County Commissioners of **Escambia County** By: Lumon J. May, Chairman PAM CHILDERS Date Executed: \_\_\_\_\_

Clerk of the Circuit Court

BCC Approved: \_\_\_\_

Bv:

to me or (

ATTEST:

**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 Date:



# Sanitation Sewer Connection

# 219 Marine Drive– Joseph Barwick



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5330	C	ounty Administrator's Report	12. 9.
BCC Regular Meeting		Budget & Finance Consent	
Meeting Date:	11/21/2013		
Issue:	Residential Rehab Grant Program Funding and Lien Agreements for 1305 Poppy Avenue		
From:	Keith Wilkins		
Organization: CAO Approval:	Community & Environment		

### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1305 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following November 21, 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 1305 Poppy Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kristin Davis, the owner of residential property located at 1305 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,107, 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 November 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Kristin Davis. 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 1305 Poppy Ave

### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>21<sup>st</sup></u> day of <u>November 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Kristin Davis</u>, (the "Recipient"), owner of residential property located at <u>1305 Poppy Avenue</u>, Pensacola, Florida, <u>32507</u>.

### WITNESSETH:

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

WHEREAS, the 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,107</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$1,107</u>, which shall be comprised of a cash contribution of <u>\$1,107</u>.

4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>21st</u> day of <u>November 2013</u>, and the Project shall be complete on or before the <u>21st</u> day of <u>February 2013</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification</u>: 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. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination</u>: 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. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

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

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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. <u>Maintenance of Records</u>: 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. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

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

 17. <u>Notice:</u> Any notices to the County shall be mailed to: <u>County:</u> Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

<u>Recipient(s):</u> Kristin Davis 1305 Poppy Avenue Pensacola, FL 32507

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

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

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

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

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

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

If any date herein set forth for the performance of any obligations, or the delivery of any 24. 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.

By:

Approved as to form and legal sufficiency. By/Title: Date:

#### For: Board of County Commissioners of Escambia County

Lumon J. May, Chairman

ATTEST:

By:

PAM CHILDERS **Clerk of the Circuit Court** 

BCC Approved:

**Deputy Clerk** 

(SEAL)

For Recipient:

Kristin Davis, Property Owner

Date Executed:

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of )CTD Ref , 2013 by Kristin Davis, Property Owner. She () is personally known to me or (V) has produced FLDL DI20...607-0 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054105 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

Signature of Notary Public Printed Name of Notary/Public

# EXHIBIT I

#### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s):Kristin DavisProperty Address:1305 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) Kristin Davis Address of Property 1305 Poppy Avenue Pensacola, FL 32507 Property Reference No. 50-2S-30-5000-003-003

#### Total Amount of Lien

#### <u>\$1,107</u>

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: Kristin Davis, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public Printed Name of Notary Public

For: Board of County Commissioners of Escambia County

By:

Lumon J. May, 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 Date:



# **Sanitation Sewer Connection**

# 1305 Poppy Ave- Kristin Davis



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5326		County Administrator's Report	12. 10.
BCC Regular Meeting		Budget & Finance Consent	
Meeting Date:	11/21/2013		
Issue:	Residential Rehab Grant Program Funding and Lien Agreements for 214 Henry Street		
From:	Keith Wilkins		
Organization:	Community & Environment		
CAO Approval:			

# **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 214 Henry Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following November 21, 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 214 Henry Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and David A. Wigley, the owner of residential property located at 214 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,087, 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 November 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and David A. Wigley. 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

Residential Reha 214 Henry Street

#### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>21<sup>st</sup></u> day of <u>November 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>David A. Wigley</u>, (the "Recipient"), owner of residential property located at <u>214 Henry Street</u>, Pensacola, Florida, <u>32507</u>.

#### WITNESSETH:

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

WHEREAS, the 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. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,087</u>, 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. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of \$1,087, which shall be comprised of a cash contribution of \$1,087.

4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>21st</u> day of <u>November 2013</u>, and the Project shall be complete on or before the <u>21st</u> day of <u>February 2014</u>, (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. <u>Applicable Laws</u>: 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. <u>Indemnification:</u> 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. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination</u>: 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. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

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

13. <u>Payment Process:</u> At Project completion, the CRA will reimburse the Recipient for preapproved 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 disburse Grant funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> 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. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

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

17.	Notice: Any notices to the County shall be mailed to:			
	County:	<u>Recipient:</u>		
	Max Rogers, AICP	David A. Wigley		
	Development Program Manager	214 Henry Street		
	Community & Environment Department	Pensacola, FL 32507		
	Community Redevelopment Agency			
	221 Palafox Place			
	Pensacola, Florida 32502			

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency. Bv/Title: Date:

#### For: Board of County Commissioners of Escambia County

Date Executed:

By: \_

Lumon J. May, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

BCC Approved:

**Deputy Clerk** 

(SEAL)

STATE OF FLORIDA COUNTY OF ESCAMBIA

By:

Recip gley, Property Owner

The foregoing instrument was acknowledged before me this 10-17-5 day of 10-17-5 day of 10-17-5 day of to me or () has produced  $F_L$   $D_L$ , W24D .....(14-1) as identification.

ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 anature of Noterv Public Bonded Thru Budget Netury Services (Notary Seal) Printed Name of Notary

#### EXHIBIT I

#### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner:David A. WigleyProperty Address:214 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 David A. Wigley Address of Property <u>214 Henry Street</u> <u>Pensacola, FL 32507</u> Property Reference No. **50-2S-30-5012-020-033** 

#### Total Amount of Lien

#### <u>\$1,087</u>

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 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 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.

For Recipient Nigle Property Owner Da

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17% day of 0.40%, 2013 by David A. Wigley, Property Owner. He (\_\_) is personally known to me or (\_\_\_) has produced 17.0% as identification.



AVCONTINUE SIGNE AVCONTINUE SIGN & FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public 1 ann 2

Printed Name of Notary Public

For: Board of County Commissioners of Escambia County

By:

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS** Clerk of the Circuit Court

By: \_\_

Deputy Clerk

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: Date: 10/73/13

Date Executed:

BCC Approved: \_\_\_\_\_



**Sanitation Sewer Connection** 

214 Henry Street– David Wigley



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5329	County Administrator's Report 12. 11.	
BCC Regular M	leeting Budget & Finance Consent	
Meeting Date:	11/21/2013	
Issue:	Residential Rehab Grant Program Funding and Lien Agreements for 1716 West Saint Joseph Street	
From:	Keith Wilkins	
Organization:	Community & Environment	
CAO Approval:		

# **RECOMMENDATION:**

<u>Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements</u> for 1716 West Saint Joseph Street - Keith Wilkins, Community & Environment Department <u>Director</u>

That the Board ratify the following November 21, 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 1716 West Saint Joseph Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willis C. and Connie F. Fails, the owners of residential property located at 1716 West Saint Joseph Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$1,175 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, 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 November 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Willie C. and Connie F. Fails. A rendering of the project is attached.

# **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Englewood TIF, Fund 151, Cost Center 220520, 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 1716 West St Joseph

#### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>21<sup>st</sup></u> day of <u>November 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Willis C. and Connie F. Fails</u>, (the "Recipient(s)"), owner of residential property located at <u>1716 W. St. Joseph Street</u>, Pensacola, Florida, <u>32507</u>.

#### WITNESSETH:

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

WHEREAS, the 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,175</u>, 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. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of <u>\$1,175</u>, which shall be comprised of a cash contribution of <u>\$1,175</u>.

4. <u>Project:</u> 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. <u>Term</u>: The work to be performed for the Project shall commence after the <u>21st</u> day of <u>November 2013</u>, and the Project shall be complete on or before the <u>21st</u> day of <u>February 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination</u>: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination</u>: 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. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

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

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

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

 17. <u>Notice:</u> Any notices to the County shall be mailed to: <u>County:</u> Max Rogers, AICP Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502
 17. <u>Recipient(s):</u> Willis C. and Connie F. Fails 1716 W. St. Joseph Street Pensacola, FL 32507

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: Date:

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

For: Board of County Commissioners of Escambia County

By: \_\_\_\_\_ Lumon J. May, Chairman

Date Executed:

BCC Approved:

By:\_

Deputy Clerk

(SEAL)

For Recipient(s): Willis C. Fails, Property Owner 1

Signature of Notary Public

Printed Name of Notary Public

KIYVAL

Connie F. Fails, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24 st day of 0 ctoker, 2013 by Willis C. Fails, Property Owner. He (\_) is personally known to me or (2) has produced FLDE420...058-0 as identification.

The foregoing instrument was acknowledged before me this <u>2154</u> day of <u>0 CTO PAR</u>, 2013 by Connie F. Fails, Property Owner. She (\_) is personally known to me or (\_) has produced <u>FLDIF420...530-8</u> as identification.

(Notary Seal)

4

MY COMMISSION # FF 054108 EXPIRES: September 15, 2017

Bonded Thru Budget Notary Services

#### EXHIBIT I

#### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s):Willis C. and Connie F. FailsProperty Address:1716 W. St. Joseph 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) Willis C. and Connie F. Fails Address of Property <u>1716 W. St. Joseph St.</u> <u>Pensacola, FL 32507</u> Property Reference No. 17-2S-30-1600-144-141

#### Total Amount of Lien

#### <u>\$1,175</u>

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 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 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.

For Recipient(s): Willis C. Fails, Property Owner 0 un Connie F. Fails, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of 21st day of me or 1 has produced FLDLF420-058-0 as identification.

The foregoing instrument was acknowledged before me this 21st day of 0 cho kep, 2013 by Connie F. Fails, Property Owner. She (\_\_) is personally known to me or (\_\_) has produced FLDL. F420,5300 as identification.

ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services (Notary Seal)

Signature of Notary Public Printed Name of Notary Public

For: Board of County Commissioners of Escambia County

By:

Lumon J. May, Chairman

ATTEST: PAM C

PAM CHILDERS Clerk of the Circuit Court Date Executed: \_\_\_\_\_

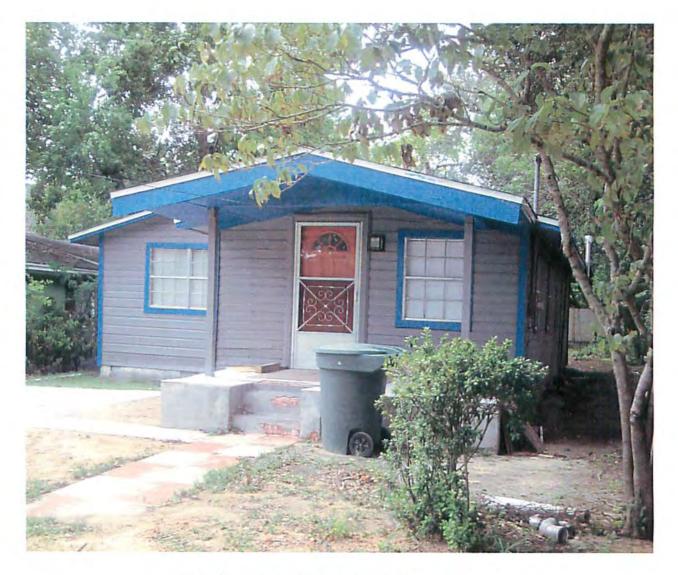
BCC Approved: \_\_\_\_\_

By: \_

Deputy Clerk

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: Date:



# **Sanitation Sewer Connection**

1716 West St Joseph St- Willis & Connie Fails



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5328	County Administrator's Report 12. 12.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	11/21/2013	
Issue:	Residential Rehab Grant Program Funding and Lien Agreements for 1220 Wisteria Avenue	
From:	Keith Wilkins	
Organization:	Community & Environment	
CAO Approval:		

# **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1220 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following November 21, 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 1220 Wisteria Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Justin Kaiser, the owner of residential property located at 1220 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,082 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 November 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Justin Kaiser. 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 1220 Wisteria Avenue

#### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>21<sup>st</sup></u> day of <u>November 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Justin Kaiser</u>, (the "Recipient"), owner of residential property located at <u>1220 Wisteria Avenue</u>, Pensacola, Florida, <u>32507</u>.

#### WITNESSETH:

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

WHEREAS, the 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,082</u>, 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. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of <u>\$1,082</u>, which shall be comprised of a cash contribution of <u>\$1,082</u>.

4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>21st</u> day of <u>November 2013</u>, and the Project shall be complete on or before the <u>21st</u> day of <u>February 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination</u>: 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. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

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

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

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

17.	Notice: Any notices to the County shall be mailed to:			
	County:	<u>Recipient:</u>		
	Max Rogers, AICP	Justin Kaiser		
	Development Program Manager	1220 Wisteria Avenue		
	Community & Environment Department	Pensacola, FL 32507		
	Community Redevelopment Agency			
	221 Palafox Place			
	Pensacola, Florida 32502			

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

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

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

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

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

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

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

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

By:

Approved as to form and legal sufficiency. By/Title: Date:

ATTEST: PAM CHILDERS

**Clerk of the Circuit Court** 

For: Board of County Commissioners of Escambia County

Lumon J. May, Chairman

Date Executed: \_\_\_\_\_

BCC Approved:

Deputy Clerk

By:

(SEAL)

For Recipient:

Justin Kaiser, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2013 by Justin Kaiser, Property Owner. He (\_\_) is personally known to me or (\_\_\_\_) has produced \_\_\_\_\_\_ Honda Driver License as identification.

CAROLYN M. BARBOUR MY COMMISSION # EE 200757 EXPIRES: May 21, 2016 ded Thru Notary Public Underwriters

Signature of Notary Public arolyn M. Barbour

Printed Name of Notary Public

### EXHIBIT I

# **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner:Justin KaiserProperty Address:1220 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 Justin Kaiser Address of Property <u>1220 Wisteria Avenue</u> <u>Pensacola, FL 32507</u> Property Reference No. 50-2S-30-5000-150-014

#### Total Amount of Lien

#### <u>\$1,082</u>

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 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 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.

For Recipient: 1. she Justin Kaiser, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2013 by Justin Kaiser, Property Owner. He (\_\_\_) is personally known to me or (\_\_\_\_) has produced Florida Daver Uranse as identification.

CAROLYN M. BARBOUR MY COMMISSION # EE 200757 EXPIRES: May 21, 2016 Bonded Thru Notary Public Underwriters (Notary-Seal)

Signature of Notary Public arolyn M. Bacbour

Printed Name of Notary Public

For: Board of County Commissioners of Escambia County

By:

Lumon J. May, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court Date Executed: \_\_\_\_\_

By: \_\_\_\_

Deputy Clerk

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

BCC Approved:

sufficiency. By/Title: Date:

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# **Sanitation Sewer Connection**

# 1220 Wisteria Ave. – Justin Kaiser



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5327	County Administrator's Report 12. 13.	
BCC Regular M	leeting Budget & Finance Consent	
Meeting Date:	11/21/2013	
Issue:	Residential Rehab Grant Program Funding and Lien Agreements for 1217 Wisteria Avenue	
From:	Keith Wilkins	
Organization:	Community & Environment	
CAO Approval:		

# **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1217 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following November 21, 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 1217 Wisteria Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Gary L. and Lynn M. Van Natter, the owners of residential property located at 1217 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,515, 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 November 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Gary L. and Lynn M. Van Natter. 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

Residential Rehab 1217 Wisteria

### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>21<sup>st</sup></u> day of <u>November 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Gary L. and Lynn M. Van Natter</u>, (the "Recipient(s)"), owner of residential property located at <u>1217 Wisteria Avenue</u>, Pensacola, Florida, <u>32507</u>.

#### WITNESSETH:

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

WHEREAS, the 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.

2. <u>Residential Rehab Grant Program</u>: The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,515</u>, 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. <u>In-Kind Match</u>: The Recipient shall provide matching funds in the total amount of \$1,515, which shall be comprised of a cash contribution of \$1,515.

4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>21st</u> day of <u>November 2013</u>, and the Project shall be complete on or before the <u>21st</u> day of <u>February 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

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

13. <u>Payment Process:</u> At Project completion, the CRA will reimburse the Recipient for preapproved 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 disburse Grant funds to persons not previously designated by the Recipient. 14. <u>Maintenance of Records:</u> 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. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

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

 17. Notice: Any notices to the County shall be mailed to: <u>County:</u> Max Rogers, AICP Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency. By/Title: Date:

For: Board of County Commissioners of Escambia County

Date Executed:

By:

Lumon J. May, Chairman

#### ATTEST: PAM CHILDERS Clerk of the Circuit Court

BCC Approved:

By:\_

Deputy Clerk

(SEAL)

For Recipient(s); Gary L. Van Natter, Property Owner

Lynn M. Van Natter, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>10</u> day of <u>October</u>, 2013 by Gary L. Van Natter, Property Owner. He (\_\_) is personally known to me or (\_\_\_) has produced <u>FL. Dwer License</u> as identification.

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2013 by Lynn M. Van Natter, Property Owner. She (\_\_\_) is personally known to me or (\_\_\_\_) has produced \_\_\_\_\_\_ Florida Wile Liam as identification.

CAROLYN M. BARBOUR Seally COMMISSION # EE 200757 EXPIRES: May 21, 2016 Bonded Thru Notary Public Underwriters

Signature of Notary Public Carolog M. Bachow Printed Name of Notary Public

4

### EXHIBIT I

### **RESIDENTIAL REHAB GRANT PROJECT**

# Property Owner(s):Gary L. and Lynn M. Van NatterProperty Address:1217 Wisteria Avenue, Pensacola, Florida, 32507

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

### Sanitation Sewer Connection.

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

#### Lien Agreement

Applicant Name(s) Gary L. and Lynn M. Van Natter Address of Property <u>1217 Wisteria Avenue</u> <u>Pensacola, FL 32507</u> Property Reference No. 50-2S-30-5000-090-015

### Total Amount of Lien

#### <u>\$1,515</u>

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 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 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.

For Recipient(s):

Gary L. Van Natter, Property Owner

Lynn M. Van Natter, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2013 by Lynn M. Van Natter, Property Owner. She (\_\_\_) is personally known to me or (\_\_\_) has produced <u>Honda Divertions</u> as identification.

CAROLYN M. BARBOUR MY COMMISSION # EE 200757 See PRES: May 21, 2016 Bonded Thru Notary Public Underwrite

Signature of Notary Public arolyn M. Barbour

Printed Name of Notary Public

For: Board of County Commissioners of Escambia County

By:

Lumon J. May, Chairman

ATTEST:

PAM CHILDERS Clerk of the Circuit Court Date Executed: \_\_\_\_\_

BCC Approved:

By: \_

Deputy Clerk

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: Date:



# **Sanitation Sewer Connection**

# 1217 Wisteria Ave. – Gary and Lynn Van Natter



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5332	County Administrator's Report 12. 14.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	11/21/2013	
Issue:	Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3600 North Palafox Street	
From:	Keith Wilkins	
Organization:	Community & Environment	
CAO Approval:		

# **RECOMMENDATION:**

<u>Recommendation Concerning Commercial Facade, Landscape, and Infrastructure</u> <u>Grant Program Funding and Lien Agreements for 3600 North Palafox Street - Keith Wilkins,</u> <u>Community & Environment Department Director</u>

That the Board ratify the following November 21, 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 3600 North Palafox Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and New Hope Missionary Baptist Church, the owner of commercial property located at 3600 North Palafox Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$8,774 representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, 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 November 21, 2013, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and New Hope Missionary Baptist Church. A rendering of the project is attached.

### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Neighborhood Restoration, Fund 151, Cost Center 220521, 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

Com Infrastructure 3600 North Palafox Street

#### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>21<sup>st</sup></u> day of <u>November 2013</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>New Hope Missionary Baptist</u> <u>Church</u>, (the "Recipient"), owner of commercial property located at <u>3600 North Palafox Street</u>, Pensacola, Florida, <u>32505</u>.

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

2. <u>Commercial Façade, Landscape and Infrastructure Grant Program</u>: The CRA awards to the Recipient a Program Grant in the maximum amount of <u>\$8,774</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$8,774</u>, which shall be comprised of a cash contribution of <u>\$8,774</u>.

4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>21st</u> day of <u>November 2013</u>, and the Project shall be complete on or before the <u>21st</u> day of <u>February 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification</u>: 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. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination</u>: 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. <u>Property Owner as Independent Contractor</u>: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

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

13. <u>Payment Process</u>: At Project completion, the CRA will reimburse the Recipient for preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

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

17. <u>Notice:</u> Any notices to the County shall be mailed to:

<u>County:</u> Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Suite 305 Pensacola, Florida 32502 Recipient: New Hope Missionary Baptist Church c/o William Crosby 3600 North Palafox Street Pensacola, FL 32505

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

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

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

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

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

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

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

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

Approved as to form and legal sufficiency, By/Title: Date:

For: Escambia County Board of County Commissioners

By: \_\_\_\_\_ Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

Date Executed:

BCC Approved:

Deputy Clerk

(SEAL)

For Recipient: New Hope Missionary Baptist Church

William Crosby, Trustee Board Chairman

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31 day of October 2013	3
by William Crosby, Trustee Board Chairman. He () is personally known to me or (~) has	
produced FLDL C621 287-0 as identification.	

AH Q. OSUIGWI- ISSION # FF 054106 September 15, 2017 Budget Notary Service
•

Signature of Notary Public, -WP> Printed Name of Notary Publid

# **EXHIBIT I**

# COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner:	New Hope Missionary Baptist Church
Property Address:	3600 North Palafox Street, Pensacola, FL 32505

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

# **Sanitary Sewer Connection**

#### 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>New Hope Missionary</u> Baptist Church	<u>3600 North Palafox Street</u> Pensacola, Florida 32505	<u>05-2S-30-1002-000-020</u>

#### **Total Amount of Lien**

#### <u>\$8,774</u>

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: New Hope Missionary Baptist Church

William Crosby, Trustee Board Chairman

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this  $31^{s1}$  day of 0chber, 2013 by <u>William Crosby</u>, Trustee Board Chairman. He (\_\_\_\_) is personally known to me or ( $\sqrt{}$ ) has produced FLDL621-...287-O as identification.

(Notary Seal)

AXKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

Signature of Notary Public Innah

Printed Name of Notary Public

For: Escambia County Board of County Commissioners

By:

Lumon J. May, 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 Date:



# Sanitary Sewer Connection New Hope Missionary Baptist Church 3600 N Palafox St



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5297	County Administrato	r's Report 12. 15.
BCC Regular M	Meeting Budget	& Finance Consent
Meeting Date:	11/21/2013	
Issue:	Approval of Fairfield Manor Elderly Apartments State Housing Initiatives Partnership (SHIP) Loan Agreement with Fairfield Manor, LTD	
From:	Keith Wilkins	
Organization:	Community & Environment	
CAO Approval:	:	

# **RECOMMENDATION:**

<u>Recommendation Concerning Approval of the Fairfield Manor Elderly Apartments State Housing</u> <u>Initiatives Partnership Loan Agreement with Fairfield Manor, LTD - Keith Wilkins, Community &</u> <u>Environment Department Director</u>

That the Board take the following action regarding the Fairfield Manor Elderly Apartments State Housing Initiatives Partnership (SHIP) Loan Agreement with Fairfield Manor, LTD:

A. Approve the Fairfield Manor Elderly Apartments SHIP Loan Agreement with Fairfield Manor, LTD, committing \$50,000 in SHIP funds to meet the local leverage requirement for the 92-unit, elderly housing tax credit rental development, known as Fairfield Manor to be constructed at 1412 West Fairfield Drive in Escambia County, as approved by the Florida Housing Finance Corporation (FHFC); and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents required to fully implement the Agreement and to complete all provisions thereof.

[Funding: Fund 120/SHIP, Cost Center 220444]

### BACKGROUND:

The 2012-2014 State Housing Initiatives Partnership (SHIP) Plan, as approved by the Escambia County Commission and Pensacola City Council, establishes development of workforce rental housing as a high priority need within the jurisdictions (see **Exhibit I** for Board resume and Plan excerpt). NEFI and the Pensacola Housing Office routinely work with developers interested in providing quality affordable rental housing for the local community largely through the housing tax credit program administered by Florida Housing Finance Corporation (FHFC). In this regard, Florida Housing Finance Corporation (FHFC) approved housing tax credit financing for the 92-unit Fairfield Manor Elderly Apartments, which in turn requires contribution of local SHIP funds in the amount of \$50,000 toward the total project cost of approximately \$15 million. This project was sponsored and is being developed by The Paces Foundation, Inc. (Paces), a Georgia based non-profit tax credit developer, with prior experience in Florida (primarily in Panama City). The development will be constructed at 1412 West Fairfield Drive immediately east of the County Central Office Complex on the north side Fairfield Drive (see **Exhibit II** for

location map). To date, Paces has worked closely with NEFI, the County, and its various development review/approval authorities to be in a position to begin construction of this quality complex by the end of 2013. As is typical with these developments, the individual site ownership entity is incorporated in Florida as Fairfield Manor, LTD. (a copy of the SHIP Loan Agreement is included in **Exhibit III**).

# BUDGETARY IMPACT:

The \$50,000 in SHIP funding is currently available in the County's FY 2014 budget in Fund 120/Cost Center 220444.

## LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Loan Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney (see the Loan Agreement in **Exhibit III**). The Agreement has also been reviewed and approved by various legal firms representing Fairfield Manor, LTD and The Paces Foundation, Inc. The SHIP Mortgage and Note that will accompany this Agreement have also been reviewed by the County Attorney's Office, specifically Steve West, Senior Assistant County Attorney.

### PERSONNEL:

N/A

# POLICY/REQUIREMENT FOR BOARD ACTION:

The SHIP Loan Agreement must be approved by the Board and fully executed by the parties in order for the funds to be provided in support of the development.

### **IMPLEMENTATION/COORDINATION:**

In addition to permitting and inspection functions performed by the Developmental Services Department, the County's SHIP involvement in this development will be generally managed by Neighborhood Enterprise Foundation, Inc. (NEFI) in conjunction with The Paces Foundation, Inc. Long term monitoring requirements associated with the SHIP investment as provided in the Loan Agreement will be managed by NEFI. All parties are aware of this recommendation and the schedule for consideration by the Board. All project related payments from SHIP funds will be processed by the County through the Clerk's Finance Division.

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



# RESUME OF THE REGULAR BCC MEETING – Continued

# COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 4. <u>Recommendation</u>: That the Board authorize the Chairman to send a letter to the Florida Department of Revenue informing them that the Escambia County Board of County Commissioners is aware that proceeds available to Counties, pursuant to Section 212.20(6)(d)6a, Florida Statutes, are being directed to the Escambia County School District.

# Approved 5-0

- 5. <u>Recommendation:</u> That the Board take the following action regarding the Escambia/ Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Funding: Fund 120, SHIP; funds will be budgeted in Fiscal Year 2014):
  - A. Adopt the Resolution approving the Escambia/Pensacola 2014-2016 SHIP Local Housing Assistance Plan, including SHIP financed affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications; projected SHIP funding (estimated program income only) for each year of the three-year Plan period is: 2014 \$100,000; 2015 \$100,000; and 2016 \$100,000;
  - B. Approve the SHIP Program Escambia/Pensacola Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/ Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan;
  - C. Authorize staff to revise the SHIP budgetary allocations within the approved Plan or between the approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation (FHFC); and
  - D. Authorize the Chairman and/or the Interim County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Plan and all related activities.

Approved 5-0

SHIP LHAP Template 2013 67-37.005(1), F.A.C. Effective Date: 11/09

# NAME OF LOCAL GOVERNMENT

# **ESCAMBIA/PENSACOLA**

# SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

# FISCAL YEARS COVERED

2013/2014, 2014/2015 AND 2015/2016

EXCERPT ONLY

### g. Sponsor Selection Criteria:

Selection will be based upon responses to an advertised request for proposal. Selection criteria will include:

- a) non-profit agency's locally based expertise in affordable single family housing construction and marketing;
- b) amount of non-SHIP funds or value of in-kind services committed as SHIP leverage;
- c) unit production goals in relation to SHIP funding request;
- d) documented use of green building technologies, energy efficiency measures, and/or use of recycles building materials or components in the production or preservation of housing units;
- e) SHIP repayment terms requested (i.e., loan guarantee, deferred loan, or grant);
- f) percentage of units targeted to very low income families; and
- g) documentation of the agency's employment or planned employment of personnel from the Welfare Transition Program shall result in a priority for award of SHIP funds assuming the agency demonstrates capacity to implement the subject SHIP activity.

Proposals meeting the RFP requirements will be evaluated by the County and City Housing staff, or a committee comprised of County and City representatives, to determine the agency or organization that will implement the strategy. Final selection and contract approval will be provided by the County Commission and City Council. The RFP may solicit participation for the full three year HAP period.

h. Additional Information: This strategy shall encourage green, storm resistant, and low maintenance construction, including energy efficient features.

# E. <u>STRATEGY 5</u>. Rental Preservation/Development

### a. Summary of the Strategy:

Brief Description:

SHIP funds expended through this strategy will be primarily expended to support the preservation or development of affordable *workforce rental housing* or *special needs housing* (as defined in FAC 67-37.002 (21)). for eligible persons through new construction, acquisition of property or existing rental units, and/or rehabilitation/redevelopment of existing substandard rental units. Special needs groups shall generally include, but not be solely limited to: homeless persons, mentally or physically disabled persons, veterans, children aging out of foster care, the elderly, or victims of domestic violence. These rental development Organization (CHDO) or a 501(c)(3) non-profit

affordable housing sponsor selected through an <u>open</u> proposal submission process; **OR** with a non-profit or private for profit developer in conjunction with the annual FHFC Universal Cycles, annual HUD Section 202/Section 811 cycles, Rural Development/ USDA (RD) rental development cycles, or other publicly announced funding cycles as offered by FHFC, HUD, RD or other Federal/State agencies for the preservation or development of rental housing.

### b. Fiscal Years Covered: 2013/2014, 2014/2015, 2015/2016

### c. Income Categories to be served:

At least 80% of the rental units preserved or developed through this strategy must be occupied by Low income families (below 80% of median income) and at least 10% of the families must be Very Low income (below 50% of median income). Not more than 20% of the aggregate units preserved or produced may be occupied by families with incomes between 80% and 120% of median income.

### d. Maximum award:

The maximum award levels for this strategy are stipulated in the HDGC.

### e. Terms, Recapture and Default:

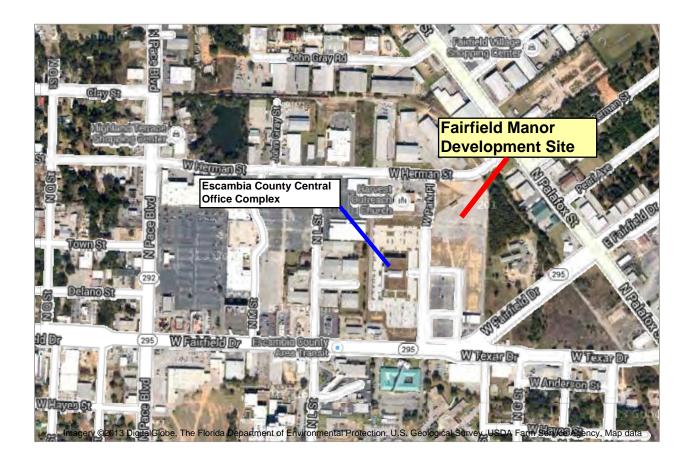
<u>Rental Preservation and/or Development</u>: A Deferred Payment Loan at 0% with a 20 year term, forgivable in annual increments over the full term of the mortgage assuming compliance with all SHIP and HOME or other requirements (as applicable) by the Sponsor Agency, will be the typical form of assistance. On a case-by-case basis, if underwriting confirms that the Sponsor has adequate repayment capacity, the County and City reserve the option of providing a below market interest rate loan to the Sponsor. The loan shall be secured by mortgage and note. Maximum term is 25 years, unless a longer term is specifically required by HUD, FHFC, RD or other primary lender as a condition for project financing. As defined in the applicable mortgage and note, full recapture of SHIP funds invested is required upon default, unless a forgiveness provision (depreciating balance) is incorporated into the mortgage and note in which case the undepreciated portion shall be due and payable upon default.

<u>Special Needs Housing</u>: Direct Grant to provider agency to provide special needs housing. Mortgage term is not applicable to this Strategy. Units will be Deed Restricted for a defined affordability term of not less than fifteen (15) years.

Compliance monitoring shall be performed annually by NEFI, as agent for Escambia County, and/or Pensacola Housing for a minimum of 15 years through monitoring Section 8 rental/lease documents or by direct review of Sponsor agency documentation to establish compliance with Program affordability requirements with respect to tenant occupancy, income levels,

# EXHIBIT II

# Fairfield Manor General Location Map



### FAIRFIELD MANOR ELDERLY APARTMENTS SHIP LOAN AGREEMENT

THIS AGREEMENT is made and entered this <u>21st</u> day of <u>November</u>, 2013, by and between the ESCAMBIA COUNTY, a political subdivision of the State of Florida, (County), and FAIRFIELD MANOR, LTD, a limited partnership organized under the laws of the State of Florida, (Partnership), for the sole purpose of providing State Housing Initiatives Partnership (SHIP) funds to partially finance the Partnership's development of affordable rental housing.

### WITNESSETH:

WHEREAS, the County is interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County; and

**WHEREAS**, the Partnership is a Florida limited partnership established for the purpose of fostering affordable housing, including the provision of housing for lower income persons and families, and the Partnership is an affiliate of The PACES Foundation, Inc., a Georgia based non-profit corporation; and

**WHEREAS**, the County is the recipient of SHIP funds made available through the State of Florida for the benefit of lower income elderly residents; and

**WHEREAS**, a portion of this grant funding has been prioritized for use in providing affordable rental housing to meet the needs of the local community; and

**WHEREAS**, Fairfield Manor Elderly Apartments has been selected for financing by the Florida Housing Finance Corporation (FHFC) through the allocation of Housing Tax Credits.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties agree as follows:

### ARTICLE I Supervision

1. The Partnership agrees to perform required tasks as stipulated in this contract in cooperation with the Neighborhood Enterprise Foundation, Inc. (NEFI), as designated agent for Escambia County, or other duly authorized party as may be designated by the County.

1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with the Partnership, is designated as follows:

	Contract Manager for County:	Randy Wilkerson, Executive Director Neighborhood Enterprise Foundation, Inc. P. O. Box 18178 Pensacola, Florida 32523 Phone: (850) 458-0466/ Fax: (850) 458-0464 E-Mail: <u>wrwilker@co.escambia.fl.us</u>
1.2	Contract Coordinator for Partnership:	Mark Du Mas, President Fairfield Manor Service Corporation 2730 Cumberland Boulevard Smyrna, Georgia 30080 Phone: (770) 431-9696 Fax: (770) 431-9699 E-Mail: mark@pacesfoundation.org

### ARTICLE II Funding

2. The funds to be made available by the County in support of the Multi-family Rental Development Project, to be known as **Fairfield Manor Elderly Apartments**, hereinafter referred to as "**Development**", shall not exceed **\$50,000.00**. These funds will be provided solely from the SHIP grant resources, as provided to the County by the State of Florida. Implementing provisions of this Agreement necessitates close coordination of all parties to with respect to SHIP Program requirements. The Distribution Schedule provided in <u>EXHIBIT I</u> of this Agreement depicts the projected disbursement of total project financing from various sources throughout the design, development and construction of the Development, whether funds are disbursed directly by County, the Partnership or others (such as a designated trustee). The SHIP Loan shall be provided to the Partnership as part of the overall financing package and shall be generally expended in support of planning, design and rental project development costs summarized in the Development Pro Forma included in <u>EXHIBIT II</u> of this Agreement.

2.1 The Loan funds shall be expended to assist the Partnership in meeting the costs for development and construction of lower income rental units meeting the composite affordability definitions included in Sections 420.9071, Florida Statutes.

2.2 The sources and uses of all project related non-operating funds, including the Loan referenced herein, are detailed in <u>Exhibit II</u> of this Agreement. Also, included in <u>Exhibit II</u>, is a complete financial pro-forma, and documentation of the required total Loan funding and/or other subsidies (from all sources), including amounts and terms, which are proposed for use in financing this SHIP assisted project.

### ARTICLE III County Responsibilities

3. The Count**y** is the recipient of the SHIP funds referenced herein and shall have final authority regarding the allowability of expenditures associated with such funds.

3.1 The County's agent, NEFI, in conjunction with the Partnership shall cooperatively manage the planning, implementation, fiscal accountability, record-keeping, and compliance matters associated with SHIP funding provided in support of the Development and NEFI shall coordinate with the Partnership to the degree necessary to identify and document eligible planning, design and construction costs associated with the Development's **ninety two (92) rental units**.

3.2. All Loan compliance matters shall be under the control of the County, and its agent, NEFI, and all project related Loan payments shall be made by the County, in consultation with Partnership. However, the County shall retain final authority for the approval or denial of Loan related payments. Payments shall be processed for payment only after submission of proper and complete documentation by Partnership. The Loan funds shall be paid by the County to Partnership or its designated closing agent or trustee, <u>either</u> in *regular installments* based upon the project Architect or Inspector; **or** in a *single lump sum* paid at the time of closing on financing of the Fairfield Manor Rental Development Project (**the single lump sum option is only permitted when the overall project development financing is administered and managed by a third party trustee designated, approved, and/or required by FHFC). SHIP disbursements for this project shall be as required for payment of eligible project costs.** 

3.3 The County through the SHIP Program Regulations contained at Sections 420.907-420.9079 of the Florida Statutes (the State Housing Initiatives Partnership, the "SHIP Act"), and Chapters 67-37 (SHIP) of the Florida Administrative Code expressly require that the SHIP assisted rental units produced through the Development and owned/ managed by the Partnership be continually occupied by or made available to low income persons/families in accordance with the rent and occupancy restrictions cited in Article V of this Agreement. Failure of the Partnership to conform to these requirements will be deemed a breach of this Agreement and thereupon this Agreement shall be terminated pursuant to Section 6.1, whereupon, the County may immediately initiate legal action against the Partnership, including foreclosure proceedings to recover its interest in the properties described in Exhibit III. The County agrees to subordinate its interest in the subject properties only to the extent necessary for the Partnership to secure the financing required for the Development described in this Agreement, specifically, the County agrees to subordinate to a first mortgage in the approximate amount of \$12,654,296 and to any subsequent refinancing of such mortgages, subject to formal approval by the Escambia County Board of County Commissioners of such subsequent refinancing.

3.4 Escambia County, its agent, NEFI, and/or FHFC shall at least annually, for the duration of this Agreement, review the occupancy, rents, and physical condition of the

SHIP and Housing Tax Credit assisted rental units, specifically with regard to: certification and documentation of tenant eligibility and income, computation of rent and utility allowances, and compliance with rent controls and occupancy requirements stipulated in Article V of this Agreement. The annual compliance review of the Development, as conducted by FHFC, shall satisfy the annual compliance review requirements for both the County/NEFI and FHFC, without necessity for the County/NEFI conducting a separate compliance review.

## ARTICLE IV Partnership Responsibilities

4. The Partnership agrees to assist and cooperate with the County/NEFI and other parties throughout the planning, design, site development, and construction of the rental units; completion of initial and subsequent rental unit lease-up; and in assuring SHIP post-occupancy tenant/rent compliance measures associated with the Development, as described in this Agreement.

4.1 The Partnership shall properly secure and/or ensure that all plans, approvals, permits, insurances, certifications, and official actions required to successfully complete the Development are legally secured by any and all parties directly or indirectly participating in the acquisition, development, construction, and occupancy of the SHIP assisted project.

4.2 The Partnership shall diligently pursue and complete the construction of: ninety two (92) rental housing units on property under the ownership or direct control of the Partnership in accordance with the terms and conditions as described herein. The specific locations for said development are legally described in <u>EXHIBIT III</u> of this Agreement. SHIP funds committed through this Agreement shall be limited to payment toward construction costs associated with the Development. The Partnership's ownership of the development site(s) is incorporated into this Agreement at <u>EXHIBIT IV</u>. The Development is described in the pro-forma and project capitalization information incorporated in <u>EXHIBIT II</u> of this Agreement. The funds required for development of said properties and improvements thereto shall be provided and/or financed through: FHFC Housing Tax Credit financing, Escambia SHIP funds, private mortgage lender(s), Partnership equity, and other funds as may be secured by the Partnership. A minimum of five percent (5%) of said units shall be deemed SHIP assisted units for purposes of this Agreement and continuing requirements related thereto as further described in Section 5(b) of this Agreement.

4.3 The responsibility for negotiating, arranging, securing and collateralizing the development and construction financing shall reside solely with the Partnership. Neither, the County, NEFI, nor any of their respective agents, representatives or employees shall incur any liability, debt, or obligation in relation to such financing. Prior to the expenditure of any SHIP Grant funds provided hereunder, the Partnership shall clearly document the approval and availability of private lender and other funds in amounts required to complete this development.

4.4 (a) The Partnership shall be responsible for securing and documenting the availability of private lender funds for this project. A written assurance executed by an authorized official or representative of the private lender shall be provided to the County evidencing approval of the Partnership's loan request for this project prior to the project development loan closing. Following construction, all SHIP assisted units shall meet or exceed applicable requirements of the current Florida Building Code as promulgated by the State of Florida and adopted by the County.

(b) The Partnership shall perform construction oversight, inspection and approval functions so as to ensure proper completion of the construction work by the selected project contractor. Completed work shall be inspected and approved as required by the Escambia County Developmental Services and Building Inspections and any other cognizant agencies having permit approval authority with regard to the project. Such approvals shall be fully documented in the project records maintained by the Partnership. The Utilization Goal for MBE/WBE firms for construction phase is 10% of the total project construction cost. Partnership shall make every effort to attain such goal through MBE/WBE outreach.

(c) The Partnership shall provide adequate documentation to the County/NEFI indicating the actual design, development and construction costs incurred with respect to the rental units and payment of all such costs by the Partnership to ensure the avoidance of contractor, subcontractor, mechanic or vendor liens, encumbrances, judgments or other actions potentially endangering the marketability of the property and title thereto. In the event that the Partnership allows such liens, encumbrances, or other actions relating to the construction work to be placed against the property described in <u>EXHIBIT III</u> of this Agreement, The Partnership shall be solely responsible for payment of all actual costs and legal or other professional fees incurred in effecting the immediate removal of any such encumbrance.

4.5 Subsequent to completion of all aspects of the development process, including project inspections and construction releases, the Partnership shall affirmatively market the SHIP assisted rental units to be made available through the Development to lower income elderly persons and families in accordance with the rent controls and lower income occupancy requirements stipulated in Article V of this Agreement. Said priority shall in no way impede the Partnership's right to fully screen and otherwise qualify potential tenants in a non-discriminatory manner as allowed by law.

4.6 The Partnership, or its fiscal agent, shall provide copies of Development related expenditures to the County's agent, NEFI, as required to fully document the total Development costs being funded under this agreement, including all sources of funds.

4.7 In the event the Partnership fails to fully complete the development of the units and/or fails to fully comply with the subsequent SHIP and FHFC assisted unit occupancy requirements stipulated in this Agreement and the SHIP Regulations, the Partnership shall be directly and solely liable for the repayment of the total SHIP Loan provided to the Partnership by the County through this Agreement in an amount of **\$50,000.00**, or for the portion thereof expended by the County in connection with this Agreement. In the event of such failure, the County may immediately initiate actions to

recover its interest in the SHIP assisted properties. Said repayment by the Partnership to the County shall be made in full within sixty (60) days from the date of initiation of such action by the County. Any repayment by Partnership shall be deposited by the Office of the Clerk of the Circuit Court into the Escambia/Pensacola SHIP Trust Fund.

4.8 Unless previously approved by the County, the Partnership shall maintain ownership and managerial control of the properties and improvements thereto as described in <u>EXHIBIT III</u> for the duration of the term of this Agreement, failing which, the Partnership shall be immediately and fully liable for repayment of the <u>\$50,000.00</u> or for the portion thereof expended by the County in connection with this Agreement. Repayment shall be in accordance with provisions of the Promissory Note and Mortgage, and any repayments shall be deposited by the Office of the Clerk of the Circuit Court into the Escambia/Pensacola SHIP Trust Fund, as appropriate. Further, SHIP long term affordability and occupancy restrictions delineated in Article V, Section 5(a) and 5(b) of this Agreement shall be ensured by a subordinate mortgage, promissory note, and deed restriction or restrictive covenant on the properties described in <u>Exhibit III</u>, satisfactory to the County, which the Partnership shall record in the public records. The County shall have the option to accept a deed restriction with comparable language as filed by or on behalf of FHFC to ensure continuing Partnership compliance to the extent that said restriction incorporates SHIP requirements.

4.9 The Partnership, as project owner and developer, shall retain all rental income produced through lease of the subject units to eligible tenants, and shall utilize said income to provide for the continuing operation, maintenance and repayment of indebtedness as required to maintain affordability and occupancy standards. (No portion of the rental income shall be distributed by the Partnership to any of its partners unless the Partnership is current on all payments required by the various lenders that financed Fairfield Manor Apartments).

### ARTICLE V Commitment to Continuing Affordability

5. The Partnership shall at all times, beginning with initial occupancy through the full duration of this Agreement, ensure that the tenant occupancy, rental rates, and minimum housing quality standards are maintained for all of the SHIP assisted units located in the properties described in <u>EXHIBIT III</u> of this Agreement. Should the Partnership fail, at any time during the term of this Agreement, to meet the occupancy and rent control standards delineated below, the Partnership shall be deemed in violation of the tenets of this Agreement, which shall subject this Agreement to termination in accordance with provisions of Article VI. The minimum standards which must be attained at initial lease-up and sustained thereafter are:

(a) **100% of the 92 rental units** in the Development shall be occupied by families who have adjusted incomes that do not exceed 60% of the Pensacola MSA median income adjusted for family size. Such units shall have monthly rents which shall not exceed 30% of adjusted income for households at 60% of Pensacola MSA median income minus any tenant paid utilities. Monthly rents, subject to adjustment for any

tenant paid utilities, shall comply with rates as promulgated annually by FHFC and the U. S. Department of Housing and Urban Development.

(b) In addition to limitations cited in Subsection 5(a), a **minimum of 5%** of the Development's 92 rental units **(or 5 units)** shall be deemed "**SHIP assisted**" and shall be restricted to families with incomes below 50% of the Pensacola MSA median income adjusted for family size, with priority given to otherwise eligible veterans, persons with developmental disabilities or other documented disabilities, homeless/formerly homeless, or victims of domestic violence. The initial SHIP rents for families below 50% of median and the Section 8 FMR rents shall be as provided in <u>EXHIBIT V</u> of this Agreement, subject to adjustment for any tenant paid utilities, and revisions to said rent rates as promulgated by FHFC and the U. S. Department of Housing and Urban Development.

(b) In instances where any utilities are paid for by the tenant, the Partnership shall be required to utilize the City of Pensacola's Section 8 Existing Housing Allowances for Tenant—Furnished Utilities and Other Services in calculating the adjusted (reduced) SHIP rent for the respective unit(s), or the utility provider as the case may be.

(c) All SHIP assisted units shall be routinely inspected so as to assure continual conformity with SHIP requirements. The Partnership shall maintain records and evidence to document such inspections and corrective actions taken to eliminate any identified deficiencies. County shall rely on inspections and reports provided by FHFC as assurance of continuing compliance. It shall be the responsibility of the Partnership to annually provide a complete copy of the FHFC compliance review to the County/NEFI to remain compliant with this allowance.

5.1 The Partnership shall at all times monitor the occupancy and maintain auditable records clearly indicating that the <u>SHIP assisted rental units</u> remain in total compliance with the rent controls for the full duration of this Agreement. Further, at the time of initial one hundred (100%) percent lease-up, and at least annually thereafter for the duration of this Agreement, the Partnership shall provide documentation to the County or its agent, NEFI, evidencing compliance with the rent and occupancy provisions of Article V, Section 5 above with respect to the SHIP assisted units. The income of all SHIP assisted tenants shall be recertified at least annually, and copies of such recertification shall be provided to the County's agent, NEFI, by the Partnership. Notwithstanding any other language contained herein to the contrary, the County agrees that the Partnership's compliance with FHFC long-term monitoring, to the extent that such monitoring incorporates information adequate to dually address SHIP requirements, shall satisfy the SHIP annual monitoring and inspection provisions set forth in this Section 5.1, with the exception of any mandatory set-asides or rent related issues not addressed by the FHFC occupancy, rent and/or inspection requirements.

5.2 The Partnership shall cooperate fully with the County; its agent, NEFI; FHFC; the State of Florida; or their duly authorized representatives, during the conduct of the Development's annual review and/or the annual monitoring of the SHIP assisted rental project(s). Access to all pertinent records and project information shall be afforded to such entities upon reasonable request and at reasonable times.

## ARTICLE VI Agreement Period

6. This Agreement shall commence on the <u>**21st**</u> day of <u>**November**</u>, **2013**, and shall terminate twenty (20) years from the date of the final Certificate of Occupancy affording County approval of 100% of the units comprising the Development. All provisions stated herein shall remain in force for the full term of this Agreement.

6.1 If The Partnership should fail to perform its duties and responsibilities as defined herein, or otherwise comply with the terms and conditions of this Agreement, the County may, without any legal or financial liability, or recourse to the Partnership, terminate this Agreement by providing written notice to the Partnership thirty (30) days in advance of the effective date of such termination. In the event of termination for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to the Partnership, and such payments shall be made only to the extent that SHIP funds are made available to the County for such purposes. Alternatively, in the event of termination for the Partnership's failure to perform its duties and responsibilities or otherwise comply with the terms and conditions of this Agreement, the County may, at the County's sole discretion and by providing written notice to the Partnership, afford the Partnership the opportunity to initiate actions to rectify the deficiency during a thirty (30) day notification period. During this period, the County shall suspend any and all SHIP payments pending successful resolution of the deficiency by the Partnership. Failing actions by the Partnership to rectify the deficiencies within the thirty (30) day period, the County may thereupon terminate this Agreement and immediately initiate action, including foreclosure actions in accordance with provisions of the mortgage and note to recover any previously expended SHIP funds from the Partnership.

# ARTICLE VII Records

7. The County, NEFI, and the Partnership agree to maintain records specifically related to this project in an organized and properly indexed manner to assure proper accountability and documentation of project related activities, expenditures and actions.

7.1 Project specific records and accounts maintained by the County, NEFI and the Partnership shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following the termination of this Agreement, unless such records are the basis of litigation or audit, under which circumstance, they shall be maintained indefinitely pending the outcome of such litigation or audit. Access to such records shall be provided to the County, NEFI, the State of Florida, FHFC, and other duly authorized parties upon reasonable request.

7.2 The Partnership shall be responsible for continually maintaining readily accessible, written documentation regarding SHIP assisted units and families as required by Florida Statutes, Chapter 420, Sections 420.907-420.9079 and FHFC Administrative Rule 67-37, and any amendments thereto, including but not limited to: tenant applications, tenant income information, SHIP assisted unit occupancy, SHIP and non-SHIP rent information, and rental unit inspection records.

7.3 The Partnership, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Partnership as required by the SHIP Regulations in relation to the Development. One (1) complete original of each annual audit shall be provided to NEFI, as agent for the County, or to the Escambia County Office of the Clerk of the Circuit Court/Finance Division by the Partnership for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Partnership, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to NEFI or the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

### ARTICLE VIII Insurance and Indemnification

8. The Partnership is an independent contractor and shall not represent in any matter that the Partnership is an employee of the County or NEFI in performing any of the aforementioned activities or services. This Agreement is not intended to create an employer-employee, partnership or joint venture relationship between County, NEFI, and the Partnership or their respective directors, officers, employees, or agents. The County and NEFI shall not exercise control or direction over the manner by which the Partnership, its employees or representatives provide for activities or services pursuant to this Agreement, except as otherwise outlined in this Agreement as to compliance with applicable federal, state and local law and regulations, or with regard to quality, manner and content of work provided by the Partnership pursuant to applicable laws and regulations.

8.1 The Partnership shall indemnify, defend, and hold the County and NEFI harmless from all claims, suits, judgments, damages, or costs arising from its performance or failure to perform the activities or services contemplated by this Agreement. The term "County" as used in this section of the Agreement shall mean Escambia County respectively, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. The Partnership's obligation hereunder shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

8.2 Before starting and until termination of this Agreement, the Partnership shall procure and maintain insurance of the types and to the limits specified. Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the County and NEFI. The amounts, form and type of insurance shall conform to the following minimum requirements:

(a) <u>Workers' Compensation</u> The Partnership, if applicable, shall purchase and maintain Workers' Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease.

(b) Comprehensive General, Automobile and Umbrella Liability Coverages The Partnership shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office, provided that the Partnership shall only be required to purchase business auto to the extent that it owns automobiles. The County shall be named an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided at all times, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Partnership agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

1. <u>Comprehensive General Liability</u> coverage must be provided, including bodily injury and property damage liability damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from the explosion, collapse, or underground (x,c,u) exposures. Broad Form Comprehensive General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this Agreement, personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis.

2. <u>Business Auto Policy</u> coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

3. <u>Builders Risk Insurance Coverage</u>. The County shall be listed as a loss payee by endorsement on the policy and the Certificate of Insurance and shall have the power to adjust and settle any loss jointly.

4. <u>Property Coverage</u>. Upon completion of the construction, the County shall be listed on the property coverage as loss payee.

#### 8.3 Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance which provide that the County shall be notified at least <u>thirty (30) days</u> in advance of cancellation, nonrenewal or adverse change or restriction in coverage. Escambia County shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the County, the Partnership shall furnish copies of the Partnership's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County an option shall be <u>deleted</u> or <u>crossed out</u> by the insurance carrier or the insurance carrier's agent or employee. The Partnership shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Partnership shall, upon instructions of the County, cease all operations under the Agreement until directed by the County, in writing, to resume operations. The Partnership shall have Certificates of Insurance forwarded to:

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

8.4 <u>Insurance of the Partnership Primary</u>. The Partnership's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Partnership's coverage. The Partnership's policies of coverage will be considered primary as related to all provisions of the Agreement.

8.5 Loss Control. The Partnership shall retain control over its employees, agents, servants, contractors and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken, and to that end, the Partnership shall not be deemed to be an agent of the County or NEFI. Precaution shall be exercised at all times by the Partnership for the protection of all persons, including employees, and property. The Partnership shall make special effort to detect hazards and shall take prompt action where loss control, safety measures should reasonably be expected.

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

8.7 Pay on Behalf of the County. The Partnership agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County or NEFI, for all indemnified claims as described in this Agreement, provided the Partnership will not be liable for any claim settled without its consent. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County's or NEFI's exclusive remedy.

#### ARTICLE IX Certification of Corporate Entity

9. The Partnership is currently a legally constituted Florida for-profit partnership, organized in accord with Florida Statutes, and has obtained any necessary approval of the U.S. Internal Revenue Service for operation of the business. The PACES Foundation, Inc., a Georgia non-profit corporation, is the sole shareholder of Fairfield Manor, LTD, a Florida limited partnership, and shall maintain the foregoing legal status throughout the term of this Agreement, or The PACES Foundation, Inc. shall immediately notify the County of any change, revocation, or alteration of such status. Documentation of the legal status of Fairfield Manor, LTD is included in EXHIBIT VI.

9.1 The Partnership and The PACES Foundation, Inc. warrant that they have, as one of their primary purposes, the provision of affordable, decent housing for lower income families, and that they have the administrative capability and financial accountability required to implement the SHIP assisted rental development activities described in this Agreement.

#### ARTICLE X Project Schedule

10. The Partnership and County agree that all activities associated with the SHIP assisted Development as described herein shall be fully completed within twelve (12) months of the effective date of this Agreement, and that initial occupancy shall be accomplished within eighteen (18) months of the effective date.

#### ARTICLE XI General Provisions

11. The County, the Partnership and their agents or representatives shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the SHIP Program found at Sections 420.907-420.9079 of the Florida Statutes and Chapter 67-37 of the Florida Administrative Code, and subsequent amendments thereto. All parties shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein. Acceptance of such requirements is evidenced by the acknowledgement contained in <u>EXHIBIT VII</u>.

11.1 The Partnership shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or familial status. The Partnership shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, 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 Partnership agrees to post in a conspicuous place notices setting forth the provisions of this Equal Opportunity Clause.

#### ARTICLE XII Understanding of Terms

12. <u>EXHIBITS I-VIII</u>, attached hereto are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement. The Partnership is familiar with all of the terms and conditions of this Agreement and its responsibilities, indemnities, guarantees and warranties contained herein.

12.1 This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties. This Agreement shall not be assignable by either party without the express prior written consent of the other party. Any attempt at assignment without consent shall be void and of no effect.

12.2 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 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, this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

12.3 If any part, term, or provision of this Agreement is held by a court 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.

12.4 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.

12.5 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. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the addresses stated in Sections 1.1 and 1.2 of this Agreement.

12.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority 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.

12.7 The terms of this Agreement shall survive closing upon the project.

IN WITNESS WHEREOF, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first above given.

Pam Childers ATTEST: Clerk of the Circuit Court

BY: \_\_\_\_\_

Deputy Clerk

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

By:

Lumon J. May, Chairman BCC Approved: November 21, 2013

Approved as to form and legal sufficiency: Approved as to form and legal

sufficiency. , By/Title: Date:

FAIRFIELD MANOR, LTD, a Florida limited partnership

By: Fairfield Manor Service Corporation, A Florida corporation, Its general partner

ATTEST:

By:

Mark Du Mas, President

Print Name:

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_ 2013, by Mark Du Mas, who is President of Fairfield Manor Service Corporation, a Florida corporation, which is general partner of Fairfield Manor, LTD, who did not take an oath and who:

is/are personally known to me.

Print Name:

- produced current Florida driver's license as identification.
- \_\_\_\_ produced current \_\_\_\_\_\_as identification.

Signature of Notary Public

Name of Notary Printed My Commission Expires: Commission Number: \_\_\_\_\_

# EXHIBIT I

SHIP FUNDING DISTRIBUTION SCHEDULE

# Development Fund Trustee Disbursement Schedule (projected)

	SHIP Funds	Other Funds (Estimated)
1. Project Design, Permitting, Pre-Construction		15%
2. Site Preparation, Infrastructure, Utilities	100%	20%
3. Construction of Development		50%
4. Final Completion, Inspections and Approvals		10%
5. Advertising and Lease Up		3%
6. Final Completion and Closeout		2%

# EXHIBIT II

#### FAIRFIELD MANOR RENTAL DEVELOPMENT SOURCES AND USES OF FUNDS AND PROJECT PRO-FORMA

#### Fairfield Manor

#### Financing Assumptions

#### Construction Loan

Amount of Commitment Term Interest Rate	\$ 10,354,296 24 mos calculated at 3%
2nd Mortgage - Escambia County Amount Term (years) Interest Rate	\$ 50,000 20 0.00%
Forgiven after 20 year affordability period Permanent First Mortgage	
Mortgage Amount Amortization (years) Interest Rate Term (years)	\$ 2,300,000 30 5.30% 17
Annual Pmt	\$ 153,264
Tax Credit Equity	

	LIHTC	Solar		
10 Year Allocation	\$ 15,100,000	\$	81,000	
Percentage to Investor	99.99%		99.99%	
Credit Pricing	\$ 0.8775	\$	0.8775	
Equity to Project	\$ 13,248,925	\$	71,070	

10-14 update to Fairfield Manor 9-13 Working Version

Fairfield Manor

#### Pensacola, Escambia County, Florida

Uses:		Total	HC Elig	Inelig.	Per Unit
Actual Construction Costs					
New Units		7,762,192	7,762,192	0	84,372
Site Work		414,000	372,600	41,400	4,500
General Requirements	6.00%	490,572	490,572	0	5,332
Builder's Profit	6.00%	490,572	490,572	0	5,332
Builder's Overhead	2.00%	163,524	163,524	0	1,777
Total Const.Contract		9,320,859	9,279,459	41,400	101,314
Hard Cost Contingency	5.00%	466,043	466,043	0	5,066
Financial Cost					
Constr Loan Interest		411,206	351,445	59,761	4,470
Const. Loan Fees	1.00%	103,543	103,543	0	1,125
Perm Loan Amort		127,720	0	127,720	1,388
Perm Loan Fees	1.00%	23,000	0	23,000	250
ender Legal/Closing Costs		30,000	0	30,000	326
Norking Capitol Reserve - 6 mos*		0	0	0	0
Total	-	695,469	454,988	240,481	7,559

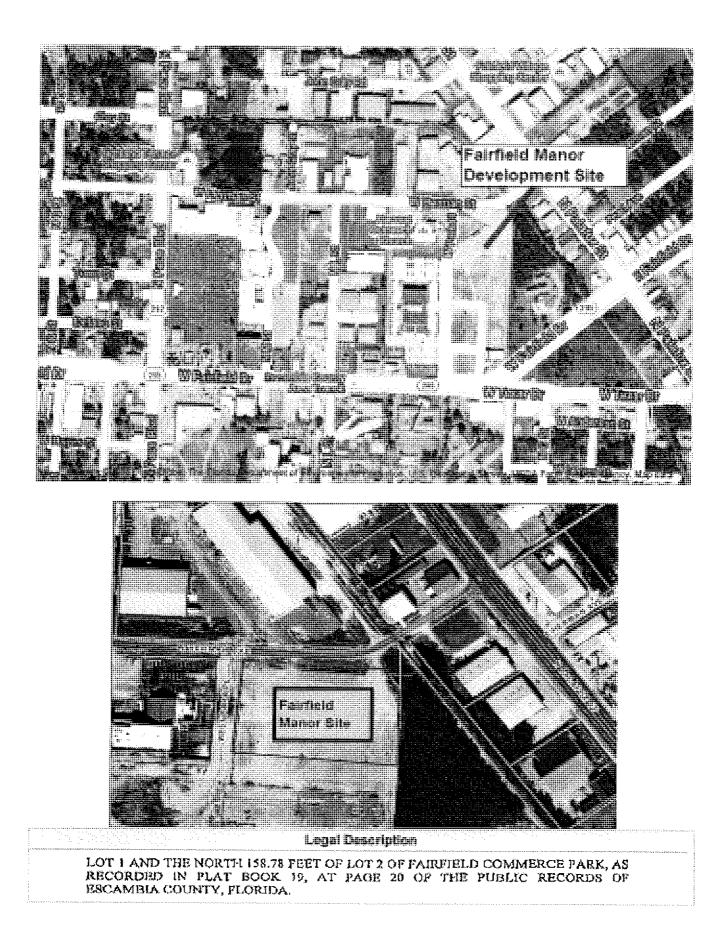
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General Development Costs					
Accounting		18,000	9,000	9,000	196
Appraisal		5,500	4,500	1,000	60
Architect Design/Admin		288,100	288,100	0	3,132
Architectural Supervision		66,980	66,980	Û	728
LEED/ECMF/E-star V2		80,993	80,993	0	880
Builders Risk Insurance		78,200	78,200	0	850
Building Permit		16,197	16,197	0	176
Engineering Fee		226,272	226,272	0	
Environmental report		13,800	13,800	0	2,459
FHFC Admin	5%	75,500	13,600	75,500	150
FHFC Application Fee	, 70 10	3,500 3,000	0	· · · · · ·	821
FHFC Compliance Fee	Onasa			3,000	33
FHFC Underwriting Fee	50 years	185,136	0	185,136	2,012
Water Meter Fees (move to utility conr	a créix — én a ch	22,837	22,837	0	248
	ection lees)	50,400	50,400	0	548
Drainage Impact Fee		4,350	4,350	0	47
Utility Connection Fees	~	129,788	129,788	0	1,411
Inspection Fees (construction period)		35,324	35,324	0	384
Legal Fees-		40,000	30,000	10,000	435
Market Study		10,500	10,500	0	114
Marketing/Advertising		138,000	Ó	138,000	1,500
P & P Bond		<b>7</b> 0,000	70,000	0	761
Property Taxes		143,733	74,122	69,612	1,562
Soil Test Report		10,000	10,000	0	109
Survey		25,500	25,500	0	277
Title/Recording		95,123	95,123	0	1,034
Operating Deficit Reserve		250,000	0	250,000	2,717
Replacement Reserve		27,600	Ŭ	27,600	300
FF&E		100,000	100,000	0	1,087
Hunt 3rd Party Costs		60,000	100,000	60,000	652
Soft Cost Contingency	5%	113,542	113,542	0	
Total		2,384,375	1,555,527	828,848	1,234
Total	2,384,375	2,364,373	1,000,027	828,848	25,917
Project Costs	2,304,575	12,866,745	11.757 01.7	1 110 700	170.056
	<u> </u>	12,000,743	11,756,017	1,110,728	139,856
Other Development Costs					
Developer Profit	16.000%	2,058,679	2,058,679	0	22,377
Total		2,058,679	2,058,679	0	22,377
Land Cost					
Land to be Acq.		0	0	0	0
Land to be Acq.		1,300,000	0	1,300,000	14,130
Total		1,300,000	0	1,300,000	14,130
TOTAL USES:		16,225,424	13,814,696	2,410,728	176,363

10-14 update to Fairfield Manor 9-13 Working Version

# EXHIBIT III

FAIRFIELD MANOR RENTAL DEVELOPMENT SITE(S), MAP(S) AND LEGAL DESCRIPTION(S)



# EXHIBIT IV

## EVIDENCE OF PROJECT DEVELOPMENT SITE OWNERSHIP OR CONTROL BY THE PARTNERSHIP

#### EXHIBIT B

#### ASSIGNMENT OF CONTRACT

In consideration of the sum of \$300,000, the receipt whereof is hereby acknowledged, and the mutual covenants contained herein, THE MATTHEW GREER FUND (the "Assignor") hereby assigns, transfers, and conveys unto FAIRFIELD MANOR, LTD., a Florida limited partnership (the "Assignee"), all of Assignor's right, title and interest in, to and under that certain Contract for Purchase and Sale of Real Property dated October 4, 2012, as amended by First Amendment to Contract for Sale and Purchase dated February 19, 2013, and as assigned by the original contract vendee thereunder to Assignor pursuant to Assignment of Contract dated as of March 1, 2013 (collectively, the "Contract") by and between FAIRFIELD DRIVE PROPERTIES, LLC, a Florida limited liability company (the "Seller"), and Assignor as Buyer.

Assignor hereby assigns to Assignce all of Assignor's right, title and interest in and to the Deposit (as defined in the Contract).

Assignor hereby authorizes Seller to accept the Assignce as the Buyer pursuant to the Contract as if Assignee had been the original Buyer under the Contract.

Assignce hereby accepts the Contract, assumes the obligations of Assignor thereunder, ratifies and confirms the Contract and all amendments thereto, if any, and agrees to be bound by all of its terms and conditions.

IN WITNESS WHEREOF, we have executed this Assignment of Contract this 1342 day of March, 2013.

#### ASSIGNOR:

THE MATTHEW GREER FUND

By:

Matthew S. Greer, Advisor

ASSIGNEE:

FAIRFIELD MANOR, LTD., a Florida limited partnership

By: Fairfield Manor Service Corporation, its general partner

By: Kenel.

Mark Du Mas, President

#### ASSIGNMENT OF CONTRACT

In consideration of the sum of \$10.00, the receipt whereof is hereby acknowledged, and the mutual covenants contained herein, CARLISLE HOLDINGS, INC., a Florida corporation (the "Assignor") hereby assigns, transfers, and conveys unto THE MATTHEW GREER FUND (the "Assignee"), all of Assignor's right, title and interest in, to and under that certain Contract for Purchase and Sale of Real Property dated October 4, 2012, as amended by First Amendment to Contract for Sale and Purchase dated February 19, 2013 (collectively, the "Contract") by and between FAIRFIELD DRIVE PROPERTIES, LLC, a Florida limited liability company (the "Seller"), and Assignor as Buyer.

Assignor hereby assigns to Assignce all of Assignor's right, title and interest in and to the Deposit (as defined in the Contract).

Assignor hereby authorizes Seller to accept the Assignce as the Buyer pursuant to the Contract as if Assignee had been the original Buyer under the Contract.

Assignee hereby accepts the Contract, assumes the obligations of Assignor thereunder, ratifies and confirms the Contract and all amendments thereto, if any, and agrees to be bound by all. of its terms and conditions.

IN WITNESS WHEREOF, we have executed this Assignment of Contract this 12th day of March, 2013.

#### ASSIGNOR:

CARLISLE HOLDINGS, INC., a Florida corporation By:

Name: Matthew S. Greer, President

ASSIGNEE:

THE MATTHEW GREER FUND

 $\mathbf{B}$ 

Name: Matthew S. Greet advisor Title:

#2722689 v1

## EXHIBIT V

#### PROJECT RENTS

#### EFFECTIVE FOR 2013 AND SUBJECT TO REVISION BY THE STATE OF FLORIDA. LISTED RENTS ARE MAXIMUM RENT LEVELS FOR THE SHIP PROGRAM AND MUST BE ADJUSTED ADJUSTED FOR TENANT PAID UTILITIES TO CALCULATE THE ACTUAL ALLOWABLE SHIP RENTS.

# Maximum Rental Rates by Bedroom Size for SHIP Assisted Families are reflected in this table:

HUD Release Date: 12/11/2012 FHFC posted 12/14/2012	2013 Rent Limits Florida Housing Finance Corporation State Housing Initiatives Partnership (SHIP) Program							
	Percentage	Percentage Number of Bedrooms in Unit						
City (County)	Category	0	1	2	3	4	5	6

Persacola-Perty Pass-Brent Maa	30°%a	303	325	390	4-541	502	554	605
(Examble/Santa Rosa)	90%	505	8 <b>4</b> 1	650	790	632	923	1,006
	<b>B</b> Ū%5	ងលំង	<b>866</b>	1,038	1,200	1,338	1,477	1,615
	120%	1,212	1,299	1,560	l,BDL	2,600	2,212	2,423
	140%	1,434	1,515	1,820	2,101	2,345	2,586	2,827

#### <u>Maximum Rental Rates by Bedroom Size for FHFC Housing Tax Credit (HTC) Assisted</u> <u>Families at 35% and 60% of area median income are reflected in this table</u>:

HUD release date: 12/11/2012		
FHFC posted 12/13/2012		
	2013 Rent Limits	
	Florida Housing Finance Corporation	

Multifamily Rental Programs -- Except HOME and SHIP

#### NOTE: A utility allowance shall be deducted from these maximum amounts.

	Percentage	Number of Bedrooms in Unit					
City (County)	Category	0	1	2	3	4	
Pensacola-Ferry Pass-	25%	252	270	325	375	418	
Brent MSA	28%	282	303	364	420	469	
(Escambia/Santa Rosa)	30%	303	324	390	450	502	
	33%	333	367	429	495	<b>5</b> 52	
	35%	353	378	455	525	586	
	40%	404	433	520	600	670	
	45%	454	487	585	675	763	
	50%	505	541	660	750	837	
	60%	606	649	780	900	1,005	
	80%	808	866	1,040	1,201	1,340	
	120%	1,212	1,299	1,560	1,801	2,010	

Note: To the degree that the 35% FHFC HTC maximum rents are below the 50% SHIP maximum rents, the FHFC HTC maximum rents shall govern for purposes of this Agreement.

## EXHIBIT VI

#### FAIRFIELD MANOR LIMITED PARTNERSHIP DOCUMENTATION OF LEGAL CORPORATE STATUS

## **Certificate of Limited Partnership**

A11000000898 FILED December 01, 2011 Sec. Of State gharvey

Name of Limited Partnership: FAIRFIELD MANOR, LTD.

Street Address of Limited Partnership: 2730 CUMBERLAND BOULEVARD SMYRNA, GA. 30080

Mailing Address of Limited Partnership: 2730 CUMBERLAND BOULEVARD SMYRNA, GA. 30080

The name and Florida street address of the registered agent is:

RENEE SANDELL 1101 WEST HIBISCUS BOULEVARD SUITE 204 MELBOURNE, FL. 32901

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: RENEE SANDELL

The name and address of all general partners are:

Tifle: G FAIRFIELD MANOR SERVICE CORPORATION 2730 CUMBERLAND BOULEVARD SMYRNA, GA. 30080

The effective date for this Limited Partnership shall be:

12/01/2011

Signed this First day of December, 2011

I (we) declare the I (we) have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

General Partner Signature: MARK DU MAS

The individual(s) signing this document affirm(s) that the facts stated herein are true and the individual(s) is/are aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

## EXHIBIT VII

#### CERTIFICATION OF RECEIPT STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ADMINISTRATIVE RULE 67-37

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#### CERTIFICATION OF RECEIPT STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ADMINISTRATIVE RULE 67-37

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rules as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rules and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rules or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rules in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rules and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this Agency.

SHIP Participating Agency/Company:

FAIRFIELD MANOR, LTD, a Florida limited partnership

By: Fairfield Manor Service Corporation, A Florida corporation, Its general partner

By:\_

Mark Du Mas, President



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5323	County Administrator's Report 12. 16.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	11/21/2013
Issue:	Purchase Order for Accela Land Records Management Software Maintenance
From:	Donald R. Mayo, Interim Building Official
Organization:	Building Inspections
CAO Approval:	

#### **RECOMMENDATION:**

<u>Recommendation Concerning a Purchase Order for Accela for Land Records Management</u> <u>Software Maintenance - Donald R. Mayo, Interim Building Official</u>

That the Board approve and authorize a Purchase Order in the amount of \$128,633, to Accela, Inc., for proprietary annual software maintenance for Escambia County.

[Funding: Fund 001, General Fund, Cost Center 270109, IT Applications - \$64,316.50; and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration - \$64,316.50]

#### **BACKGROUND:**

Each year, the Building Inspections Department and Management and Budget Services Department, Information Technology Division, share equally in the cost of the annual Accela Land Records Management software maintenance fees for all users in Escambia County. The Maintenance Agreement with Accela, Inc. covers all upgrades and software improvements and releases related to its software. County staff has carefully examined the Maintenance Agreement and determined that it will be beneficial to Escambia County to renew the Maintenance Agreement for all users.

#### **BUDGETARY IMPACT:**

Funds are available in Fund 001 General Fund, Cost Center 270109 IT Applications, and Fund 406 Building Inspections Fund, Cost Center 250111 Building Inspections Administration.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Division 3, Section 81, Purchasing and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

No implementation required.

#### Attachments

Accela Invoice FY 14 IT Payment Approval



#### Invoice

Accela, Inc 2633 Camino Ramon, Ste. 120 San Ramon, CA 94583

#### Bill To:

Escambia, FL - County of S. Dale Baker Building Inspections Division 3363 West Park Place Pensacola FL 32505

# Government Software

Invoice#	MR053705	1
Date	9/17/2013	
Page	1	

Ship To:

Escambia, FL - County of S. Dale Baker Building Inspections Division 3363 West Park Place Pensacola FL 32505

		Contra	ict No.	Due Date	Payr	nent Terms
ESCAMBIA,CO,F	L JEFF REESE			11/16/2013		Net 60
Descriptio	n		Quantity	Unit Price	Discount	Ext. Price
Accela Land M	Igmt Annual Maint & Support		95.00	\$ 564.63	\$ 0.00	\$ 53,640.00
Accela Licens	ing & Case Mgmt Maint & Sup	oport	5.00	\$ 2,336.40	\$ 0.00	\$ 11,682.00
Accela Wirele	ss Annual Maint & Support		40.00	\$ 613.13	\$ 0.00	\$ 24,525.00
Accela GIS A	nnual Maint & Support		100.00	\$ 156.33	\$ 0.00	\$ 15,633.00
Accela Citizer	Access Annual Maint & Supp	oort		\$ 11,013.00		and the second sec
Accela IVR Ar	nnual Maintenance and Suppo	ort		\$ 12,140.00		
	Descriptio Accela Land M Accela Licens Accela Wirele Accela GIS An Accela Citizer Accela IVR An The Maintena	ESCAMBIA,CO,FL         JEFF REESE           Description           Accela Land Mgmt Annual Maint & Support           Accela Licensing & Case Mgmt Maint & Sup           Accela Wireless Annual Maint & Support           Accela GIS Annual Maint & Support           Accela Citizen Access Annual Maint & Support           Accela IVR Annual Maintenance and Support           Accela IVR Annual Maintenance and Support	ESCAMBIA,CO,FL     JEFF REESE       Description       Accela Land Mgmt Annual Maint & Support       Accela Licensing & Case Mgmt Maint & Support       Accela Wireless Annual Maint & Support       Accela GIS Annual Maint & Support       Accela Citizen Access Annual Maint & Support       Accela IVR Annual Maintenance and Support	ESCAMBIA,CO,FL     JEFF REESE       Description     Quantity       Accela Land Mgmt Annual Maint & Support     95.00       Accela Licensing & Case Mgmt Maint & Support     5.00       Accela Wireless Annual Maint & Support     40.00       Accela GIS Annual Maint & Support     100.00       Accela Citizen Access Annual Maint & Support     1.00       Accela IVR Annual Maintenance and Support     1.00       The Maintenance Fees are for the period:     1.00	ESCAMBIA,CO,FL       JEFF REESE       11/16/2013         Description       Quantity       Unit Price         Accela Land Mgmt Annual Maint & Support       95.00       \$ 564.63         Accela Licensing & Case Mgmt Maint & Support       5.00       \$ 2,336.40         Accela Wireless Annual Maint & Support       40.00       \$ 613.13         Accela GIS Annual Maint & Support       100.00       \$ 156.33         Accela Citizen Access Annual Maint & Support       1.00       \$ 11,013.00         Accela IVR Annual Maintenance and Support       1.00       \$ 12,140.00         The Maintenance Fees are for the period:       1.00       \$ 12,140.00	ESCAMBIA,CO,FL       JEFF REESE       11/16/2013         Description       Quantity       Unit Price       Discount         Accela Land Mgmt Annual Maint & Support       95.00       \$ 564.63       \$ 0.00         Accela Licensing & Case Mgmt Maint & Support       5.00       \$ 2,336.40       \$ 0.00         Accela Wireless Annual Maint & Support       40.00       \$ 613.13       \$ 0.00         Accela GIS Annual Maint & Support       100.00       \$ 156.33       \$ 0.00         Accela Citizen Access Annual Maint & Support       1.00       \$ 11,013.00       \$ 0.00         Accela IVR Annual Maintenance and Support       1.00       \$ 12,140.00       \$ 0.00         The Maintenance Fees are for the period:       \$ 0.00       \$ 0.00       \$ 0.00

#### Gerald K Wooten

From:	Veronica V. Fountain
Sent:	Thursday, November 07, 2013 8:53 AM
То:	Gerald K Wooten
Cc:	David A. Musselwhite
Subject:	RE: Accela Maintenance Agreement

Good Morning Gerald Yes that is correct. Please let me know if you will need anything else. Thanks Veronica

From: Gerald K Wooten
Sent: Thursday, November 07, 2013 8:20 AM
To: Veronica V. Fountain
Cc: David A. Musselwhite
Subject: Accela Maintenance Agreement

Veronica,

We received the invoice for the Accela Maintenance fees for 12/22/2013 - 12/21/2014 in the amount of \$128,633. In Fund 406, 50% of this amount is budgeted (\$64,316.50). Last year you authorized the other 50% from 270109/54601. Is that the same for this year? If so, I will begin the process of getting this on the BCC agenda for approval of payment. Once the PO is issued I will forward you the information.

Thanks for your help.

Gerald

Gerald K. Wooten, Accountant Escambia County Building Inspections Department



850.595.3586

850.595.3589



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5285	County Administrator's Report 12. 17.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	11/21/2013
Issue:	Agreement for Escambia County Adult Drug Court Expansion Operations Program Between Escambia County, Florida and Lakeview Center, Inc.
From:	Cathy White, Drug Court Manager
Organization: CAO Approval:	Court Administration

#### **RECOMMENDATION:**

<u>Recommendation Concerning the Agreement for Escambia County Adult Drug Court Treatment</u> <u>Expansion Operations Program with Lakeview Center, Inc. - Catherine A. White, Drug Court</u> <u>Manager</u>

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Expansion Operations Program between Escambia County, Florida, and Lakeview Center, Inc.:

A. Approve the Agreement, effective July 1, 2013, through June 30, 2014. During this period funding for treatment services shall not exceed \$307,860; and

B. Authorize the Chairman to sign the Agreement, amendments, and requests for payment or other related documents as may be required.

[Funding: Fund 110, Other Grants and Projects Fund, Object Code 53401, Cost Center 410570]

#### BACKGROUND:

The Adult Post-Adjudicatory Drug Court Expansion Operations Program (Expansion Operations Program) is a continuation of the Adult Post-Adjudicatory Drug Court Expansion Program (Expansion Program), which was initially approved by the BBC on November 4, 2010, and executed by the Office of the State Courts Administrator (OSCA) on November 23, 2010. The Expansion Program terminated June 30, 2013. The Florida Legislature has appropriated funds for the Expansion Operations Program to ensure that the program in Escambia County continues, and services remain available for, non-violent felony adult offenders deemed eligible to participate in the existing Expansion Program. The First Judicial Circuit will continue to determine offender eligibility in accordance with state law and number of participants based on available resources The Contractual Services Agreement for the Adult Post-Adjudicatory Drug Court Expansion Operations Program in Escambia County, Florida was approved by the BCC on June 10, 2013, and was executed by the OSCA on June 25, 2013.

The Expansion Operations Program targets prison bound non-violent, third-degree felony offenders to be sentenced to an Adult Post-Adjudicatory Drug Court. The OSCA will annually

contract with the Grantee to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are provided for offenders entering the Expansion Operations Program.

#### **BUDGETARY IMPACT:**

Funds are made available through the Office of the State Courts Administrator for the period beginning July 1, 2013 and terminating June 30, 2014. There is no cost to the County.

#### LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristen Hual, Assistant County Attorney.

#### PERSONNEL:

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

#### **IMPLEMENTATION/COORDINATION:**

The Court Administrator's office will approve all invoices before payments are disbursed by the County.

#### Attachments

Agreement Between Lakeview and BCC

#### AGREEMENT FOR ESCAMBIA COUNTY ADULT DRUG COURT TREATMENT EXPANSION OPERATIONS PROGRAM BETWEEN ESCAMBIA COUNTY, FLORIDA AND LAKEVIEW CENTER, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida, with administrative offices at 1221 W. Lakeview Center, Pensacola, Florida 32501, and a tax identification number of 59-073787-2, (hereinafter referred to as the "Contractor").

#### WITNESSETH

WHEREAS, the County has been awarded grant funds from the Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant, (hereinafter referred to as the "Grantor"), to provide funding for drug court treatment program for Escambia County; and

WHEREAS, the Contractor has agreed to provide drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program, (hereinafter referred to as the "Program"), not to exceed \$307,860 with a cost of \$3,665 per offender; and

WHEREAS, the Contractor offers to furnish such specialized professional psychological services that are not otherwise available to the County directly, and the County wishes to avail itself of such expertise for this Program.

**NOW, THEREFORE,** for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### ARTICLE 1 Recitals

**1.1** The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

#### ARTICLE 2 Scope of Services

2.1 The Contractor shall provide the professional psychological services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by

reference herein, to assist the County in providing drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program.

- 2.2 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of psychology at the time such services are rendered, or in accordance with the County standards, as applicable.
- **2.3** Such psychological services, generally, shall include those professional services performed by a licensed psychologist, its employees, subcontractors, and any other services specifically included herein.

#### ARTICLE 3 Subcontractors and Additional Programs

3.1 The County approves the use of subcontractors by the Program. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the County may require the prior written approval before employment of such subcontractors.

#### <u>ARTICLE 4</u> <u>Term of the Contract and Time Requirements</u>

- **4.1** This Agreement shall become effective on July 1, 2013, and will terminate on June 30, 2014. The Contractor shall promptly begin and shall diligently provide the professional psychological services contemplated herein in accordance with the Scope of Work, attached hereto as "Exhibit A", so that the County may timely achieve its objective.
- **4.2** These psychological services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Program.
- **4.3** Prior to beginning the performance of any services under this Agreement, the Contractor must receive in writing a Notice to Proceed from the County's Contract Administrator.

#### ARTICLE 5 Compensation and Method of Billing and Payment

5.1 <u>Compensation:</u> The County agrees to pay the Contractor, as compensation for its professional psychological services under Article 2, a fee pursuant to "Exhibit B", which is attached hereto and incorporated by reference herein. The total fee for all such services, to be performed by the Contractor, including costs, payments to subcontractors, direct expenses, and any other charges described

in Section 5.3, is to be paid as follows: Services provided are to be paid on a monthly basis as services are rendered. The amount of funding for services is not to exceed\_\$307,860. The cost per offender shall be \$3,665. Final payment will be subject to approval by the Board of County Commissioners.

- **5.3** <u>Direct Expenses:</u> Direct expenses are those expenses directly attributable to the Contractor, which will be exclusively borne by the Contractor, and which will include, but not be limited to the following:
  - (a) Transportation expenses in connection with the Program.
  - (b) Living expenses in connection with travel and any other travel expenses.
  - (c) Long distance communications and other miscellaneous budget expenses.
  - (d) Cost of printing plans, reports, and specifications, which are required by or of the Contractor to deliver the services set forth in this Agreement.
  - (e) Cost of any computer software or hardware used or developed for the Contractor.
  - (f) Any and all other expenses of any kind or type.

#### 5.4 <u>Method of Billing and Payment:</u>

- (a) The Contractor may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Contractor shall submit such monthly statements identifying the nature of the work performed. Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the Contractor, which meet the standards established under this Agreement. The estimates shall be prepared by the Contractor and accompanied by such supporting data as required by the County.
- (b) The County agrees that it shall pay the Contractor within twenty (20) business days of receipt of the Contractor's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.
- (d) The County agrees to receive the Federal Program funds and to reimburse the Contractor on a monthly basis for expenditures involving

federal funding, not to exceed the maximum amount of federal funds awarded.

- (e) The Contractor shall be responsible for reimbursing the County for all funds spent in violation of this Agreement or disallowed by the Grantor for reimbursement.
- 5.5 <u>Additional Services and Changes in the Scope of Work:</u> The County or the Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Work provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

#### 5.6 Notices:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. 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 change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and notices to Contractor shall be sent to:

Lakeview Center, Inc. 1221 West Lakeview Avenue Pensacola, Florida 32501

(d) Notices to County shall be sent to:

George Touart Interim Escambia County Administrator Post Office Box 1591 Pensacola, Florida 32597-1591

#### <u>ARTICLE 6</u> <u>Cooperation of the County</u>

- 6.1 It shall be the obligation of the County to provide the Contractor with all reasonably required information, and other records necessary to successfully execute the Program.
- 6.2 The County shall give prompt written notice to the Contractor whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Contractor's services, or any defect in the work of the Contractor.

#### ARTICLE 7 Program's Responsibilities

- 7.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. 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 conspicuous places, available to employees and applicants for employment, notices to be provided by their personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Contractor and its employees, agents, and any subcontractors and their employees and agents, shall be deemed to be independent and not agents or employees of the County; shall not attain any rights or benefits under the Civil Service or retirement or health benefits of the State of Florida, or any right generally afforded classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

#### ARTICLE 8 General Provisions

#### 8.1 <u>Termination:</u>

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date, including all reimbursable expenses then due or incurred to the date of termination.

- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated, the Program shall indemnify the County against any loss pertaining to this termination up to a maximum of the full contracted fee amount of the Contractor.
- (d) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

#### 8.3 Records:

- (a) The Contractor shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Program and any expenses for which the Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor fails to abide by the provision of Chapter 119, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such document, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Contractor (excluding monies owed the Contractor for subcontractor work).

- 8.4 <u>No Contingent Fees:</u> The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 8.5 <u>Assignment:</u> This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

#### 8.6 Hold Harmless and Indemnification of County:

- (a) <u>Hold Harmless</u>: The Contractor agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney fees and paralegal fees, for an expense, damage, or liability incurred by any of them, direct or consequential damages, arising directly or indirectly, on account of or in connection with the Contractor's performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person for whom the Contractor is legally liable.
- (b) Indemnification: The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of the County, as well as provide a legal defense for the County both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.
- 8.7 **Insurance:** The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-"rated with a minimum financial size of VII, according to the A.M. Best Key Rating Guide Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairment coverage may be provided on a claim made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificate of insurance shall be provided to Joe Pillitary, Purchasing Manager, Post Office Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

#### 8.8 Representative of County and Program:

- (a) It is recognized that questions in the day-to-day conduct of the Program will arise. The Contract Administrator, upon request by the Contractor in writing, shall state the persons to whom all communications pertaining to the day-to-day conduct of the Program shall be addressed.
- (b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Program shall be addressed.

#### 8.9 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that

there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 8.10 <u>Truth-in-Negotiation Certificate:</u> The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 8.11 <u>Headings:</u> Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 8.12 <u>Gratuities:</u> Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Contractor; the Contractor agrees to abide with such statutes.
- 8.13 <u>Conflict of Interest:</u> The Contractor hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance, which it believes that any officer, employee, or agent of the Program now has or will have. The Contractor shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46, of the Escambia County Code of Ordinances.

- 8.14 <u>Survival</u>: All other provisions, which, by their inherent character, sense, and contest are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 8.15 <u>Governing Law:</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
- 8.16 <u>Interpretation:</u> For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
  - (a) If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
  - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 8.17 <u>Severability:</u> The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforces as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 8.18 <u>Compliance with Laws:</u> The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 8.19 <u>Participation in Other Proceedings:</u> At the County's request, the Contractor shall allow itself to be joined as a party in any legal proceeding that involves the

County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

- 8.20 <u>Further Documents:</u> The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 8.21 <u>No Waiver:</u> The failure of the Contractor or the County 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 WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County Florida through its Board of County Commissioners, signing by its duly authorized chairman and Lakeview Center, Inc. through its duly authorized President, duly authorized to execute same.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Date:

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

BCC Approved:

By:

Deputy Clerk

Approved as to form and legal sufficiency. By/Title:

CONTRACTOR:

Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida.

By: Gary L. Bembry, President Date:

ATTEST: Corporate Secretary

By: \_\_\_\_\_ Secretary

(Seal)

(Seal)

#### EXHIBIT A - SCOPE OF WORK:

The Escambia County Drug Court is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Public Defender's Office, Florida Department of Corrections, and Pathway Addiction Treatment Center. The primary goal of the drug court is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle, and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources such as educational and vocational referrals.

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

Upon acceptance into Drug Court, clients participate in an administrative intake process at Pathway Addiction Treatment Center a component of Lakeview Center, Inc. consisting of the collection of identifying data, determination of financial status, and signature of consent for treatment. In addition each client participates in a clinical assessment consisting of the following: a psychosocial assessment, a psychiatric assessment where indicated, alcohol/drug use history, discussion of an initial treatment plan, a review of the program schedule, completion of appropriate release of information forms as well as any legal requirements for documentation and follow-up. The client completes a medical history checklist which is reviewed and if needed a referral for a physical is made.

After the initial intake the client begins attending the drug court treatment program located at Pathway Addiction Treatment Center. Pathway utilizes a multifaceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment at the time of intake. A referral system is established for HIV related issues such as education and counseling. Testing is provided upon request of the client and through referral. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis results and discharge summaries are maintained in the client chart. The following services are provided by the treatment agency:

*Phase I:* Approximately 12 weeks of intensive outpatient treatment using a day-treatment model. Services include a minimum of 3 hours of daily programming (e.g. cognitive restructuring, Twelve Step Program, and drug and alcohol education) at least 4 days per week. Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are working. Treatment further includes at least 3 hours of group treatment, 4 days per week, and urinalysis testing twice weekly.

*Phase II:* Approximately 3-4 months (dependant upon individual's progress) of moderately intensive outpatient treatment. Services include a minimum of 9 hours of programming per week. Treatment includes at least 3 hours of group treatment, 3 days per week, and urinalysis testing at least twice weekly or as needed.

*Phase III:* Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 4 hours of programming per week including at least 2 hours of group treatment, 2 days per week, and urinalysis testing once weekly, or as needed.

Throughout the year the individual is given status call court dates for the Court to review the offender's treatment progress. Pathway provides detailed status call reports for each client at every court appearance. Phase I clients attend court once per week, phase II once every other week, and phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if recommended by treatment. It further provides the client with a sense of continuity and identification within the programs. Rather than feeling "lost in the system", the client learns the judge knows of and has an interest in his/her situation. This aspect allows the courtroom to become a therapeutic environment for the participants.

### EXHIBIT B

FY 2013 Escambia County Drug Court Expansion Operations July 1, 2013 – June 30, 2014

\$307,860

To be billed monthly for services provided. Invoices are to be submitted to Court Administration for number of treatment sessions and assessments per client.

OTHER FUNDING:

Other funding sources may be used once the slots are full. A new Purchase Order will be submitted once slots have been agreed upon by Lakeview Center, Inc. and Court Administration not to exceed \$20,000.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5319	County Administrator's Report 12. 18.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	11/21/2013
Issue:	Resolution Authorizing the Lease Agreement between Escambia County and Pensacola Metro Area Lions Sight Program Inc.
From:	David Wheeler, Department Director
Organization: CAO Approval:	Facilities Management

### **RECOMMENDATION:**

<u>Recommendation Concerning the Lease of the County-Owned Property at 1125-B Hayes Street</u> by Pensacola Metro Area Lions Sight Program, Inc. - David W. Wheeler, CFM, Facilities <u>Management Department Director</u>

That the Board take the following action concerning the lease of County-owned real property located at 1125-B Hayes Street, Pensacola, Florida:

A. Adopt the Resolution authorizing the lease of real property to Pensacola Metro Area Lions Sight Program, Inc. (Lions Sight Program), for the property located at 1125-B Hayes Street, Pensacola, Florida, for the term of five years, providing for renewal by the Lions Sight Program for an additional five year term; rent is to be paid to the County in the amount of \$1 per year; and

B. Authorize the Chairman to sign the Resolution and the Lease Agreement.

#### BACKGROUND:

The County has provided space to the Pensacola Metro Lions Sight Program, Inc. (Lions Sight Program) since May 1992. The current lease expires January 14, 2014. The Lions Sight Program is a non-profit corporation that provides vision care services to low income residents in Escambia County.

The County will provide water, sewer, and sanitation utility services, and exterior landscaping and grounds keeping. The Lions Sight Program shall be responsible for all other utility service charges, including electricity (including a separate utility meter and service account with Gulf Power Company), telephone, internet, and cable television.

#### **BUDGETARY IMPACT:**

N/A

#### LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement was prepared in conjunction with the County Attorney's Office and Facilities Management Department. The County Attorney's office has approved as to form and legal sufficiency.

### PERSONNEL:

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for lease agreements involving County-owned property.

### IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

#### Attachments

Lions Sight Program Lease

#### RESOLUTION R2014-\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO THE PENSACOLA METRO AREA LIONS SIGHT PROGRAM, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County is the owner of certain real property located at 1125-B Hayes Street, Pensacola, Florida 32501 (Property); and

WHEREAS, Pensacola Metro Area Lions Sight Program, Inc. (Lions Sight Program) is a non-profit corporation that provides vision care services to low income residents in Escambia County; and

WHEREAS, the Lions Sight Program has requested that the County lease the Property to the Lions Sight Program for use as an office for its vision care program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for any purposes and that it is in the best interest of the County to lease the Property to the Lions Sight Program under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, 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 County shall lease the Property to the Lions Sight Program for an initial term of five (5) years at an annual rent of One Dollar (\$1.00), and otherwise in accordance with the terms of the Lease Agreement attached to this Resolution.

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

of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

Ву:\_\_\_\_\_

Deputy Clerk

(SEAL)

BCC Approved: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By RUDI Attoring Title Hat low Date Nov. 6 2013

#### LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND PENSACOLA METRO AREA LIONS SIGHT PROGRAM, INC.

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Pensacola Metro Area Lions Sight Program, Inc., a Florida non-profit corporation (Lions Sight Program) and Escambia County, a political subdivision of the State of Florida (County).

#### WITNESSETH:

WHEREAS, the County is the owner of certain real property located at 1125-B Hayes Street, Pensacola, Florida 32501 (Property); and

WHEREAS, Pensacola Metro Area Lions Sight Program, Inc. (Lions Sight Program) is a non-profit corporation that provides vision care services to low income residents in Escambia County; and

WHEREAS, the Lions Sight Program has requested that the County lease the Property to the Lions Sight Program for use as an office for its vision care program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for any purposes and that it is in the best interest of the County to lease the Property to the Lions Sight Program under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

**NOW, THEREFORE,** the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. <u>Recitals.</u> The foregoing recitals are true and correct and incorporated herein by reference.

2. <u>Property Leased.</u> The County leases to the Lions Sight Program that portion of the property located at 1125-B Hayes Street, Pensacola, Florida, more particularly described in the attached Exhibit A (Property). Lions Sight Program shall also have the use of exterior parking areas that are designated for that purpose by the County.

3. <u>Term.</u> The initial term of the Lease shall be for five (5) years, commencing on January 25, 2014 (Effective Date). This Lease may be renewed by the Lions Sight Program for an additional five (5) year term, provided that the Lions Sight Program shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.

4. <u>Rent.</u> Lions Sight Program shall pay to the County as rent the sum of One Dollar (\$1.00) per year.

5. <u>Construction of Improvements.</u> No new permanent improvements shall be constructed on the Property unless the Lions Sight Program first obtains written authorization from the County. The Lions Sight Program shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by the Lions Sight Program may be disposed of by the County in any manner the County deems appropriate.

6. <u>Maintenance and Utilities.</u> The Lions Sight Program shall be responsible for routine maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. Such routine maintenance shall include, but not be limited to, interior painting, installing carpet or other floor covering, pest control, replacing air filters and light bulbs, and janitorial services. The County will provide water, sewer, and sanitation utility services, and exterior landscaping and grounds keeping. The Lions Sight Program shall be responsible for all other utility service charges, including electricity (including a separate utility meter and service account with Gulf Power Company), telephone, internet, and cable television.

7. <u>Repairs.</u> The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of the Lions Sight Program, its officers, employees, agents, and invitees.

8. <u>Inspection.</u> The Lions Sight Program shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. The Lions Sight Program accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. <u>Indemnification.</u> The Lions Sight Program agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which 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 the use or possession of the Property by the Lions Sight Program.

10. <u>Insurance.</u> The Lions Sight Program shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs of the building.

During the term of the Lease, the Lions Sight Program shall procure and maintain general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily and personal injury, broad form property damage, operations, products and completed operations, and contractual liability covering this Lease Agreement. All insurance carriers must be rated "A," VII or higher by the most recently published edition of the A.M. Best rating guide. The Lions Sight Program shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 36597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

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

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

11. <u>Use of Premises.</u> The Lions Sight Program shall use the Property solely as an office for its vision care program and for no other purpose.

12. <u>Termination.</u> Either party may terminate this Lease Agreement, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, the Lions Sight Program shall return the Property to the condition that existed on the Effective Date.

13. <u>Rent, Notices and Correspondence.</u> Rent, notices and correspondence to the County and the Lions Sight Program under this Lease will be addressed to, mailed or delivered to the following:

### COUNTY:

County Administrator or designee Escambia County, Florida 221 Palafox Place Pensacola, Florida 32502

With a copy of notices and correspondence to:

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

### LIONS SIGHT PROGRAM:

Chris Howard, President Pensacola Metro Area Lions Sight Program, Inc. 1125-B Hayes Street Pensacola, Florida 32501

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. <u>Right of Entry.</u> The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with the Lions Sight Program's use of the Property.

15. <u>Compliance with Laws.</u> The Lions Sight Program agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. <u>Entire Agreement.</u> This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and the Lions Sight Program after the date of this Lease. The Lions Sight Program acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed in this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. <u>Dispute Resolution</u>. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or the Lions Sight Program's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. <u>Radon Gas.</u> Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons

who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. <u>Miscellaneous.</u> The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and the Lions Sight Program have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

> ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers Clerk of the Circuit Court

Lumon J. May, Chairman

**Deputy Clerk** 

(SEAL)

BCC Approved: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By Title Nov. 6. 2017 Date

Witness Print Name Witness Print Name Me 15011

PENSACOLA METRO AREA LIONS SIGHT PROGRAM, INC.

Chris Howard, President

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>7</u> day of <u>November</u>, 2013, by Chris Howard as President of Pensacola Metro Area Lions Sight Program, Inc., a Florida non-profit corporation, on behalf of the corporation. He () is personally known to me, or () has produced current as identification.

KAREN E MYERS Notary Public - State of Florida My Comm. Expires Nov 19, 2014 Commission # EE 41735 Bonded Through National Notary Assn. otary Seal)

Signature of Notary Public

VERS EN FON Printed Name of Notary Public

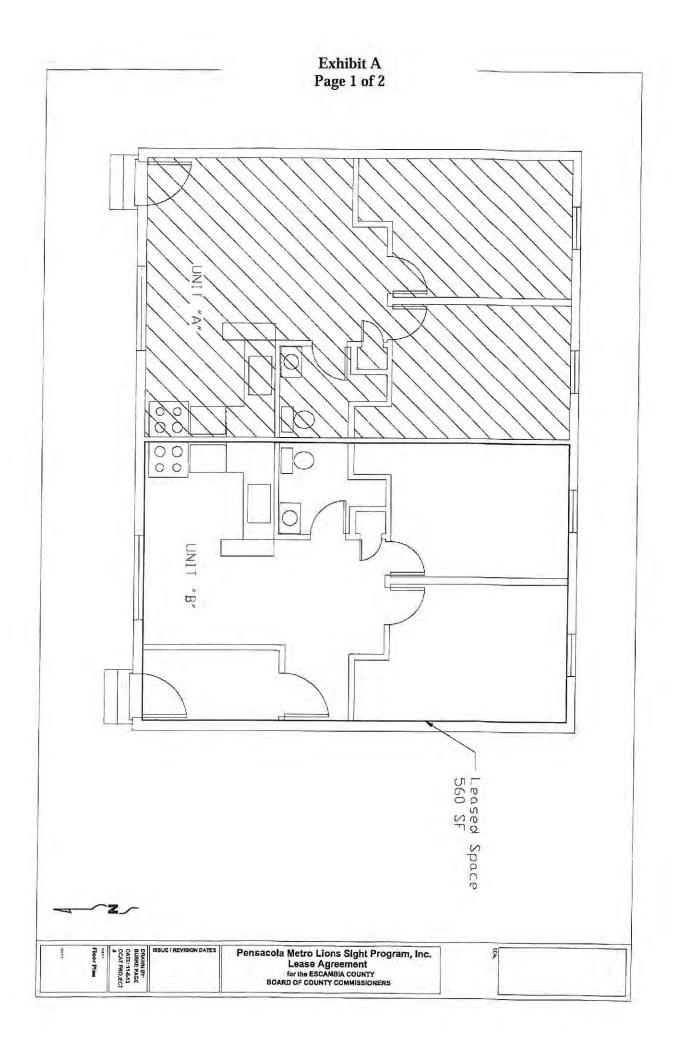
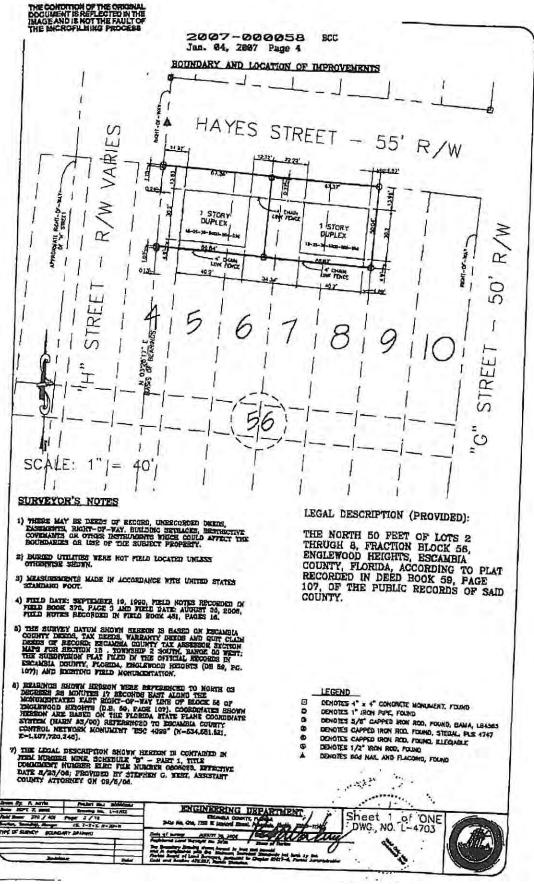


Exhibit A Page 2 of 2



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# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5254	County Ad	ministrator's Report 12. 19.
BCC Regular M	leeting	Budget & Finance Consent
Meeting Date:	11/21/2013	
Issue:	Railroad Reimbursement Agreements	
From:	Joy D. Blackmon, P.E.	
Organization:	Public Works	
CAO Approval	:	

#### **RECOMMENDATION:**

Recommendation Concerning Railroad Reimbursement Agreements - Joy D. Blackmon, P.E.. Public Works Department Director

That the Board take the following action concerning the Railroad Reimbursement Agreements between the State of Florida Department of Transportation (FDOT), CSX Transportation, Inc., and Escambia County Board of County Commissioners:

A. Adopt the five Resolutions authorizing execution of the five Agreements;

B. Approve the Railroad Reimbursement Agreements for the installation and future maintenance of the following five CSX Transportation, Inc., automatic grade crossing signals:

Road Name	Crossing #	<u>FPN #</u>	<u>Annual Maintenance</u> (County's Portion)
Archer Road	339680N	43367225701	\$1,701
Chemstrand Road	339687L	42750955701	\$1,701
East Ensley Road	339697S	42750965701	\$1,701
El Camino Drive	877547S	43367215701	\$1,701
Williams Ditch Road	339669N	42750945701	\$1,701

C. Authorize the Chairman to sign/initial the Agreements and Resolutions as required.

[Funding: Fund 175, Transportation Trust Fund, Account 211201/54601]

The State of Florida Department of Transportation (FDOT) is responsible for railway safety at all public crossings throughout the state of Florida. FDOT will fund the improvements to be performed by CSX Transportation, Inc., as stated in the Agreements. The Agreements further state that Escambia County and CSX Transportation, Inc., will equally share the annual maintenance costs associated with the grade crossing signals. This is a standard Agreement that FDOT uses for all railroad crossing control on County roads to document the responsibilities for the railroad company, County, and FDOT.

This standard Agreement supersedes a similar standard Agreement between FDOT, CSX, Transportation, Inc., and Escambia County. Both standard Agreements base the annual maintenance cost on a schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices that is reviewed every five years and is adjusted as appropriate by FDOT, based on the Consumer Price Index.

### BACKGROUND:

The State of Florida Department of Transportation (FDOT) is responsible for railway safety at all public crossings throughout the state of Florida. FDOT will fund the improvements to be performed by CSX Transportation, Inc. as stated in the Agreements. The Agreements further state that Escambia County and CSX Transportation, Inc., will equally share the annual maintenance costs associated with the grade crossing signals. This is a standard Agreement that FDOT uses for all railroad crossing control on county roads to document the responsibilities for the railroad company, County, and FDOT.

This standard Agreement supersedes a similar standard Agreement between FDOT, CSX, Transportation, Inc., and Escambia County. Both standard Agreements base the annual maintenance cost on a schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices that is reviewed every 5 years and is adjusted as appropriate by FDOT, based on the Consumer Price Index.

### **BUDGETARY IMPACT:**

Funding is available in Fund 175, Transportation Trust Fund, Account 211201/54601. These fees were included in the Fiscal Year 2013/2014 Budget.

### LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreements and Resolutions with the inclusion of a notation that there is a provision in the Agreement stating that the venue for any action arising out of this Agreement shall be in Leon County, Florida.

#### PERSONNEL:

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

#### **IMPLEMENTATION/COORDINATION:**

FDOT is coordinating execution of the Agreement and will coordinate with CSX Transportation, Inc., on construction of the improvements.

## Attachments

**Resolutions & Agreements** 

#### RESOLUTION NUMBER R2013 -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA. SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 43367225701) ON ARCHER ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on Archer Road in Escambia County, Florida designated as FPN 43367225701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of CSX Transportation, Inc., (hereinafter referred to as the "Company"), at Crossing No. 339680N; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

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

**<u>SECTION 1.</u>** That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

**<u>SECTION 3.</u>** That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

1

**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:\_\_\_\_

\_\_\_\_\_

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By:

Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency. By/Title: Date:

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-27 RAIL OGC - 08/13

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43367225701	ARCHER ROAD	ESCAMBIA	1(48000-SIGC)	
	, made and entered into this OF FLORIDA DEPARTMEN		AT COMPANY STORES	
DEPARTMENT, and CSX				,
	existing under the laws of <u>v</u>			i
	siness in the City of JACKSO	CHARLES IN THE NEW YORK	, County of DUVAL	,
State of FLORIDA	, hereinafter called		And the second s	;
~ 승규는 것은 것은 것이 가지 않는다.	on of the State of Florida, actin	g by and through it	s Board of County Commis	sioners,
hereinafter called the COUN		FORETH		
		IESSETH:		
	PARTMENT is constructing, re	• • • • • • • • • • • • • • • • • • •	nerwise changing a portion	of the Public Road
System, designated by the F	Financial Project ID 4336722		, which crosses at grade th	e right of way and
racks of the COMPANY'S M				
FDOT/AAR Crossing Numbe	the second se	, at or near	CANTONMENT, FL.	
as shown on DEPARTMENT			tached hereto as a part her	
NOW THEREFORE	, in consideration of the mutu	and a second of the		
as follows:				
1. The COMP	ANY shall furnish the necessa	ry materials and in	stall Automatic Grade Cros	sing Signals
Type 111 Class	111 and/or other tra	ffic control devices	at said location on an actu	al cost basis
	ne attached detailed statemen	t of the work, plans	, and specifications; and (2	) the
DEPARTMENT'S Plans and	Standard Index Number 1788	2 attached hereto	and made a part hereof.	
2. After install	ation of said signals is comple	ted, fifty (50%) per	cent of the expense thereof	f in maintaining the
	COUNTY and fifty (50%) perc			
	Automatic Highway Grade Cro	ossing Devices and	ached hereto and by this re	lerence made a pa
hereof and subject to future	revision.			
3. After said si	anale have been installed and	I found to be in sati	sfactory working order by t	he parties hereto,
the same shall be immediate	griais have been installed and			
the same shan be minediate	ely put into service, operated a	and maintained by	the COMPANY so long as s	said COMPANY o
its successors or assigns sh	ely put into service, operated a	said grade crossin	g; or until it is agreed betwe	een the parties

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

 (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 259,000.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ \_\_\_\_\_\_, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

(a)	%	will be applied to the final billing of v	vork actually accomplished to determine
	required credit for (	betterment) and/or (expired service li	ife) and/or (nonreimbursable segments).
(b)			formed by special COMPANY work or job portion of the work; such work or job order
	number to be	. The COMPANY furth	ner agrees to clearly identify such
	additional work are	as in the COMPANY'S plans and est	imates for the total work covered by this
	Agreement.		
(c)	\$	credited for Detterment	expired service life

nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/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 Division of Consumer Services at 1-877-693-5236.

18. The COMPANY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COMPANY in conjunction with this Agreement. Specifically, if the COMPANY is acting on behalf of a public agency the COMPANY shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the COMPANY.
- (2) Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the COMPANY 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.

Failure by the COMPANY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The COMPANY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COMPANY and shall promptly provide the DEPARTMENT a copy of the COMPANY'S response to each such request.

725-090-27 RAIL OGC - 08/13

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS

(\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby 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 is 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

23. ••The GOMPANY eevenants and agrees that it will indomnify and hold harmless the DEPARTMENT and all of the DEPARTMENT's officers, agents, and employees from any claim, loss, damage, cost charge, or expense ... arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,

whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damagesarising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees. COUNTY

FDOT 24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

expressly require any subcontractors performing work or providing services pursuant to the 2 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.

It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this 25. Agreement is held illegal by the courts or in conflict with any law of the State of Florida, 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.

Any questions or matters arising under this Agreement as to validity, construction, enforcement, 26. performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

The parties agree to bear their own attorney's fees and costs with respect to this Agreement. 27.

The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and 28. successors in interest as evidenced by their signatures and lawful executions below.

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in 29. writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTA	TION			
BY: (TITLE:	)	{		
COMPANY: <u>CSX Tr</u> BY: <u>Dalud</u>	ansportation,	Inc.	Dale W. Ophardt ssistant Vice President - Engineering	
CITY OF		, FLORIDA		
BY:	)			
Legal Review	Approved as to Funds Available		Approved as to FAPG Requirements	
ВҮ:	BY:		BY:	
Attorney-DOT Date Board of County Commission Escambia County, Florida	Comptroller - DOT	Date	FHWA	Date
Lumon J. May, Chảirman ATTEST: Pam Childers Clerk of the Ci: By: Deputy Cle:				ŝ

Approved as to form and legal sufficiency, By/Title: Date:

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY RESOLUTION

#### GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO.

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on ARCHER ROAD

which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

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

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the County Commissioners of		ESCAMBIA	County,
Florida, this	day of ,		-

Authorized Signature

Name: Title:

ATTEST:

(SEAL)

Authorized Signature

Name:

Title:

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES** ANNUAL MAINTENANCE COSTS

725-090-41 RAIL OGC - 03/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & F	R/W NUMBER	FAP NUMBER
43367225701	ARCHER ROAD	ESCAMBIA	1(48000	0-SIGC)	
COMPANY NAME: CS	X TRANSPORTATION, INC.	ā			
A. FDOT/AAR XING NO.:	339680N	RR	MILE POST T	TIE: <u>637.30</u>	
B. TYPE SIGNALS PROPO	SED 111	CLASS	111	DOT INDEX:	17882

#### SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

#### Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*	
1.1	Flashing Signals - One Track	\$2,256.00	
11	Flashing Signals - Multiple Tracks	\$2,985.00	
Ш	Flashing Signals and Gates - One Track	\$3,402.00	
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00	
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00	
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00	

#### FLORIDA ADMINISTRATIVE RULE 14-57.011 AUTHORITY: Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:	July 22, 1982
GENERAL AUTHORITY:	334.044, F.S.
SPECIFIC LAW IMPLEMENTED:	335.141, F.S.

\*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

#### RESOLUTION NUMBER R2013 -

COUNTY A RESOLUTION OF THE BOARD OF OF ESCAMBIA COUNTY, FLORIDA. COMMISSIONERS SUPPORTING THE RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42750955701) ON CHEMSTRAND ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on Chemstrand Road in Escambia County, Florida designated as FPN 42750955701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of CSX Transportation, Inc., (hereinafter referred to as the "Company"), at Crossing No. 339687L; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

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

**<u>SECTION 1.</u>** That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board hereby supports the proposed project.

**<u>SECTION 3.</u>** That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

1

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:\_

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_\_\_\_\_ Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency. By/Title; Date:

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-27 RAIL DGC - 08/13

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42750955701	CHEMSTRAND RD.	ESCAMBIA	1(48620-SIGC)	
	made and entered into this			
		I OF TRANSPORT	ATION, hereinalter called	ne
DEPARTMENT, and CSX T				,
	existing under the laws of <u> </u>		, County of DUVAL	
				,
	, hereinafter called		-	sioners.
hereinafter called the COUN		( <b>3</b> c) and models		
	WITH	NESSETH:		
WHEREAS, the DEP	ARTMENT is constructing, re	econstructing or oth	nerwise changing a portion	of the Public Road
System, designated by the Fi	inancial Project ID 4275095			+
ON CHEMSTRAND RD.			, which crosses at grade th	e right of way and
racks of the COMPANY'S Mi			CANTONMENT EL	;
	r <u>339687L</u>		tached hereto as a part he	
as shown on DEPARTMENT'	Contraction of the second			
NOW, THEREFORE, as follows:	, in consideration of the mutu	al undertakings as	herein set forth, the parties	hereto agree
1. The COMPA	NY shall furnish the necessa	ry materials and in	stall Automatic Grade Cros	sing Signals
ype 111 Class	111 and/or other tra	affic control devices	at said location on an actu	al cost basis
and in accordance with (1) th	e attached detailed statemer	nt of the work, plans	s, and specifications; and (2	2) the
DEPARTMENT'S Plans and	Standard Index Number 1788	32 attached hereto	and made a part hereof.	
2. After installa	tion of said signals is comple	eted, fifty (50%) per	cent of the expense thereo	f in maintaining the
same shall be borne by the C	COUNTY and fifty (50%) perc	cent shall be borne	by the COMPANY, as enu	merated by the
Schedule of Annual Cost of A	Automatic Highway Grade Cr	ossing Devices atta	ached hereto and by this re	ference made a pa
hereof and subject to future r	revision.			
3. After said sig	gnals have been installed and	d found to be in sat	isfactory working order by t	he parties hereto,
the same shall be immediate	ly put into service, operated	and maintained by	the COMPANY so long as	said COMPANY or
ts successors or assigns sha	all operate the said signals at	said grade crossin	ig; or until it is agreed betw	een the parties
nereto that the signals are no	o longer necessary or until the	e said crossing is a	bandoned; or legal require	ments occur which
shall cease operation of sign	als thereat.			

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

 (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 221,000.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost

shall be as specified for the method checked and described hereafter:

- Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ \_\_\_\_\_\_, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

(a) % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

(b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

(c) \$ \_\_\_\_\_ credited for □ betterment □ expired service life
 □ nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/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 Division of Consumer Services at 1-877-693-5236.

18. The COMPANY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COMPANY in conjunction with this Agreement. Specifically, if the COMPANY is acting on behalf of a public agency the COMPANY shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the COMPANY.
- (2) Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the COMPANY 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.

Failure by the COMPANY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The COMPANY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COMPANY and shall promptly provide the DEPARTMENT a copy of the COMPANY'S response to each such request.

725-090-27 RAIL OGC - 08/13

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS

(\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby 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 is 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in 20.

this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this 21. Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

In accordance with Section 287.0582, Florida Statutes, the following provision is included in this 22. Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

The COMPANY covenants and agrees that it will indomnify and hold harmless the DEPARTMENT and 23. all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense .... arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,-

whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

24. COMPANY shall:

FDOT

COUNTY

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. 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.

25. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, 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.

26. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

27. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

28. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

29. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTAT	ION			
BY: (TITLE:	)	_		
COMPANY: <u>CSX Tra</u> BY: <u>Dalud Ph</u>	insportation, u	Inc.	Dałe W. Ophardt sistant Vice President - Engine	əəring
CITY OF	, F	LORIDA		
BY:	)			
Legal Review	Approved as to Funds Available		Approved as to FAP Requirements	G
BY:Attorney - DOT Date	BY: Comptroller - DOT	Date	BY: FHWA	Date
Board of County Commissione Escambia County, Florida Lumon J. May, Chairman ATTEST: Pam Childers	rs			
By: Deputy Clerk				
Deputy Clerk				
			Approved as to for sufficiency.	m and legal

By/Title: Date:\_/

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY RESOLUTION

# GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO.

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on CHEMSTRAND ROAD (CR 749)

which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF <u>ESCAMBIA</u> COUNTY, FLORIDA:

That ESCAMBIA	Cou	nty ente	er into a RAILROAD REIMBURSEM	ENT AGREEMENT
with the State of Florida	Department of Transportation and t	he CS	X TRANSPORTATION	Company
for the installation and r	naintenance of certain grade crossin	gs and	traffic control devices for grade cross	ssings designated
as Financial Project ID	42750955701	on	CHEMSTRAND ROAD (CR 749)	which crosses the
right of way and tracks	of the Company at FDOT/AAR Cross	ing No	. <u>339687L</u>	located in
CANTONMENT	, Florida; and			

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the CSX TRANSPORTATION

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adop	ted by the County Commissioners of	ESCAMBIA	County,
Florida, this	day of ,		

Authorized Signature

Name:

Title:

ATTEST:

(SEAL)

Authorized Signature

Name:

Title:

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

725-090-41 RAIL OGC - 03/12

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42750955701	CHEMSTRAND RD	ESCAMBIA	1(48620-SIGC)	
COMPANY NAME: CS	X TRANSPORTATION, INC.			
A. FDOT/AAR XING NO.:	339687L	RRI	MILE POST TIE: 640.62	
B. TYPE SIGNALS PROPOS	SED 111	CLASS	111 DOT INDEX:	17882

# SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

# Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I .	Flashing Signals - One Track	\$2,256.00
T II _	Flashing Signals - Multiple Tracks	\$2,985.00
01	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00

# AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:	July 22, 1982
GENERAL AUTHORITY:	334.044, F.S.
SPECIFIC LAW IMPLEMENTED:	335.141, F.S.

\*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

# RESOLUTION NUMBER R2013 -

RESOLUTION OF THE BOARD OF COUNTY A COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA. SUPPORTING RAILROAD REIMBURSEMENT THE AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42750965701) ON EAST ENSLEY ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on East Ensley Road in Escambia County, Florida designated as FPN 42750965701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of CSX Transportation, Inc., (hereinafter referred to as the "Company"), at Crossing No. 339697S; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

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

**<u>SECTION 1.</u>** That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board hereby supports the proposed project.

**<u>SECTION 3.</u>** That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

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:\_\_\_\_\_ Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_\_\_\_\_ Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency. By/Title: Date:

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-27 RAIL OGC - 08/13

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42750965701	EAST ENSLEY ROAD	ESCAMBIA	1(48000-SIGC)	
THIS AGREEMENT,	, made and entered into this	day of		
by and between the STATE	OF FLORIDA DEPARTMEN	T OF TRANSPORT	ATION, hereinafter called	the
DEPARTMENT, and CSX T	RANSPORTATION, INC.			,
a corporation organized and		IRGINIA		
with its principal place of bus	iness in the City of JACKSO	NVILLE	, County of DUVAL	
State of FLORIDA	, hereinafter called	the COMPANY; a	nd ESCAMBIA	j.
County, a political subdivision				issioners,
hereinafter called the COUN	TY.			
	WITI	NESSETH:		
	PARTMENT is constructing, r		herwise changing a portio	n of the Public Road
System, designated by the F				,
on EAST ENSLEY ROAD			, which crosses at grade t	he right of way and
tracks of the COMPANY'S Mi	Charles and the second s		CANTONMENT EL	i
FDOT/AAR Crossing Numbe			CANTONMENT, FL.	
as shown on DEPARTMENT			ttached hereto as a part he	
NOW, THEREFORE	, in consideration of the mutu	ual undertakings as	herein set forth, the partie	s hereto agree
as follows:				
1. The COMPA	NY shall furnish the necessa	ary materials and in	stall Automatic Grade Cro	ssing Signals
Type 111 Class	111 and/or other tr	affic control devices	s at said location on an ac	tual cost basis
and in accordance with (1) th	e attached detailed stateme	nt of the work, plan	s, and specifications; and	(2) the
DEPARTMENT'S Plans and	Standard Index Number 178	82 attached hereto	and made a part hereof.	
2. After installa	ation of said signals is compl	eted, fifty (50%) pe	rcent of the expense there	of in maintaining the
same shall be borne by the	COUNTY and fifty (50%) per	cent shall be borne	by the COMPANY, as en	umerated by the
Schedule of Annual Cost of	Automatic Highway Grade C	rossing Devices at	tached hereto and by this i	eference made a par
hereof and subject to future	revision.			
3. After said si	gnals have been installed ar	id found to be in sa	tisfactory working order by	the parties hereto,

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 195,000.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ \_\_\_\_\_\_, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- C (c) C credited for betterment credited for credited for

nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/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 Division of Consumer Services at 1-877-693-5236.

18. The COMPANY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COMPANY in conjunction with this Agreement. Specifically, if the COMPANY is acting on behalf of a public agency the COMPANY shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the COMPANY.
- (2) Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the COMPANY 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.

Failure by the COMPANY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The COMPANY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COMPANY and shall promptly provide the DEPARTMENT a copy of the COMPANY'S response to each such request.

725-090-27 RAIL OGC - 08/13

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS

(\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby 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 is 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

# An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

23. •The COMPANY covenants and agrees that it will indomnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense... arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract;-

COUNTY

whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damagesarising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

FDOT

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. 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.

25. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, 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.

26. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

27. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

28. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

29. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTAT	TION			
BY: (TITLE:	)			
COMPANY: <u>CSX Tra</u> BY: <u>Delwoph</u>	insportation,	Inc.	Dale W. Ophardt ssistant Vice President - Engineerin	a
CITY OF		, FLORIDA		
BY:	)			
Legal Review	Approved as to Funds Available		Approved as to FAPG Requirements	
BY:	BY:		BY:	
Attorney-DOT Date Board of County Commissione Escambia County, Florida	Comptroller - DOT	Date	FHWA	Date
Lumon J. May, Chairman				
ATTEST: Pam Childers Clerk of the Circu	it Court			
By: Deputy Clerk				
Deputy Clerk				

Approved as to form and legal sufficiency. By/Title: Date:

#### COUNTY RESOLUTION

# GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO.

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on EAST ENSLEY ROAD

which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

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

That ESCAMBIA		County enter into a RAILROAD REIMBUR	SEMENT AGREEMENT
with the State of Florida	Department of Transportation	on and the CSX TRANSPORTATION	Company
for the installation and r	naintenance of certain grade	crossings and traffic control devices for grade	e crossings designated
as Financial Project ID	42750965701	on EAST ENSLEY ROAD	which crosses the
right of way and tracks	of the Company at FDOT/AA	R Crossing No. 339697S	located in
CANTONMENT	, Florida; and		

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the CSX TRANSPORTATION Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopte	d by the County Commissioners of	ESCAMBIA	County,
Florida, this	day of,		

Authorized Signature

25-090-53 RAII

OGC - 06/03

Name:

Title:

(SEAL)

ATTEST:

Authorized Signature

Name:

Title:

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

725-090-41 RAIL OGC - 03/12

And the second se	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	R FAP NUMBER
42750965701	EAST ENSLEY RD	ESCAMBIA	1(48000-SIGC)	
OMPANY NAME: <u>C</u>	SX TRANSPORTATION, INC.			
. FDOT/AAR XING NO.:	339697S	RR	AILE POST TIE: 642.55	
. TYPE SIGNALS PROPO	DSED 111	CLASS	111 DOT INDE	X: 17882
	SCHEDULE OF ANNU	JAL COST OF AU	TOMATIC	
	HIGHWAY GRADE CROSSI	NG TRAFFIC CON	TROL DEVICES	
CLASS	HIGHWAY GRADE CROSSI	NG TRAFFIC CON	stallation	<u>PST*</u>
CLASS I	HIGHWAY GRADE CROSSI	NG TRAFFIC CON	stallation	9 <u>ST*</u> 56.00
	HIGHWAY GRADE CROSSII	NG TRAFFIC CON	TROL DEVICES stallation <u>CC</u> \$2,2	
1	HIGHWAY GRADE CROSSII	NG TRAFFIC CON Cost Exclusive of In Ck Tracks	TROL DEVICES stallation \$2,2 \$2,9	56.00
1 11	HIGHWAY GRADE CROSSII Annual Maintenance C DESCRIPTION Flashing Signals - One Trac Flashing Signals - Multiple	NG TRAFFIC CON Cost Exclusive of In Ck Tracks	TROL DEVICES stallation \$2,2 \$2,9 \$3,4	56.00 85.00
II III	HIGHWAY GRADE CROSSII Annual Maintenance C DESCRIPTION Flashing Signals - One Trac Flashing Signals - Multiple Flashing Signals and Gates	NG TRAFFIC CON Cost Exclusive of In Ck Tracks - One Track	stallation         CC           \$2,2         \$2,9           \$3,4         \$4,2	56.00 85.00 02.00

Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:	July 22, 1982
GENERAL AUTHORITY:	334.044, F.S.
SPECIFIC LAW IMPLEMENTED:	335.141, F.S.

\*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

# RESOLUTION NUMBER R2013 -\_\_\_\_

OF THE BOARD OF COUNTY RESOLUTION A COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RAILROAD REIMBURSEMENT SUPPORTING THE THE INSTALLATION OF AGREEMENT FOR GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 43367215701) ON EL CAMINO DRIVE; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on El Camino Drive in Escambia County, Florida designated as FPN 43367215701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of CSX Transportation, Inc., (hereinafter referred to as the "Company"), at Crossing No. 877547S; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

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

**<u>SECTION 1.</u>** That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

**SECTION 2.** That the Board hereby supports the proposed project.

**SECTION 3.** That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

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:

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Date:

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-27 RAIL OGC - 08/13

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43367215701	EL CAMINO DRIVE	ESCAMBIA	1(48000-SIGC)	
THIS AGREEMEN	T, made and entered into this	day of		- i i
by and between the STATE	OF FLORIDA DEPARTMEN	T OF TRANSPORT	ATION, hereinafter called t	he
DEPARTMENT, and CSX	TRANSPORTATION, INC.			,
a corporation organized and	d existing under the laws of 7	VIRGINIA		,
	- siness in the City of JACKSO		, County of DUVAL	
State of FLORIDA	, hereinafter called	THE REAL PROPERTY AND	nd ESCAMBIA	
County, a political subdivision	on of the State of Florida, actir		Contraction of the second second	sioners,
hereinafter called the COUN	NTY.			
	TIW	NESSETH:		
WHEREAS, the DE	PARTMENT is constructing, r	econstructing or oth	nerwise changing a portion	of the Public Road
System, designated by the	Financial Project ID 4336721	5701		
on EL CAMINO DRIVE			, which crosses at grade the	e right of way and
tracks of the COMPANY'S N				, '
FDOT/AAR Crossing Numb	er 877547S		CANTONMENT, FL.	
as shown on DEPARTMEN	T'S Plan Sheet No.	, at	tached hereto as a part her	eof; and
NOW, THEREFORE	E, in consideration of the mutu	ial undertakings as	herein set forth, the parties	hereto agree
as follows:				
1. The COMP	ANY shall furnish the necessa	ary materials and in	stall Automatic Grade Cros	sing Signals
Type 111 Class	111 and/or other tra	affic control devices	at said location on an actu	al cost basis
and in accordance with (1) t	he attached detailed statemer	nt of the work, plans	s, and specifications; and (2	!) the
DEPARTMENT'S Plans and	Standard Index Number 178	82 attached hereto	and made a part hereof.	
2. After install	lation of said signals is comple	eted, fifty (50%) per	cent of the expense thereo	f in maintaining the
same shall be borne by the	COUNTY and fifty (50%) per	cent shall be borne	by the COMPANY, as enur	nerated by the
Schedule of Annual Cost of	Automatic Highway Grade Ci	rossing Devices atta	ached hereto and by this re	ference made a par
hereof and subject to future	revision.			
3. After said s	signals have been installed an	d found to be in sat	isfactory working order by t	he parties hereto,
the same shall be immediat	ely put into service, operated	and maintained by	the COMPANY so long as	said COMPANY or
its successors or assigns sh	nall operate the said signals a	t said grade crossin	g; or until it is agreed betwo	en the parties
hereto that the signals are r	no longer necessary or until th	e said crossing is a	bandoned; or legal require	nents occur which

shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

 (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 260,000.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$\_\_\_\_\_\_, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

(a) % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

(b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

(c) \$ \_\_\_\_\_ credited for Detterment expired service life

nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

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17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/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 Division of Consumer Services at 1-877-693-5236.

18. The COMPANY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COMPANY in conjunction with this Agreement. Specifically, if the COMPANY is acting on behalf of a public agency the COMPANY shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the COMPANY.
- (2) Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the COMPANY 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.

Failure by the COMPANY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The COMPANY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COMPANY and shall promptly provide the DEPARTMENT a copy of the COMPANY'S response to each such request.

725-090-27 RAIL OGC - 08/13

In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS

(\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby 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 is 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

23. •The GOMPANY covenants and agrees that it will indomnify and hold harmless the DEPARTMENT and all-of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract;-

whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

24. COMPANY shall:

FDOT

COUNTY

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. 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.

25. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, 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.

26. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

27. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

28. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

29. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATI	ON			
BY:				
(TITLE:		)		
COMPANY: CSX Tra	nsportation		Dałe W. Ophardt ssistant Vice President - Engineerin	g
BY: halewlphe	udf	-		
		, FLORIDA		
BY:				
(TITLE:		)		
Legal Review	Approved as to Funds Available		Approved as to FAPG Requirements	
BY:	BY:		ВҮ:	
Attorney - DOT Date	Comptroller - DOT	Date	FHWA	Date
Board of County Commissioners Escambia County, Florida	5			
Lumon J. May, Chairman				
ATTEST: Pam Childers Clerk of the Circuit				
By:				
Deputy Clerk				

Approved as to form and legal sufficiency,  $\gamma_{\Lambda}/\gamma_{\Lambda}$ By/Title: Date:

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY RESOLUTION

# GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO.

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on EL CAMINO DRIVE

which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF <u>ESCAMBIA</u> COUNTY, FLORIDA:

That ESCAMBIA		County enter into a RAILROAD REIMBUR	SEMENT AGREEMENT
with the State of Florida	Department of Transportation	on and the CSX TRANSPORTATION	Company
for the installation and r	naintenance of certain grade	crossings and traffic control devices for grade	e crossings designated
as Financial Project ID	43367215701	on EL CAMINO DRIVE	which crosses the
right of way and tracks	of the Company at FDOT/AA	R Crossing No. 877547S	located in
CANTONMENT	, Florida; and		

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adop	ted by the County Commissioners of	ESCAMBIA	County,
Florida, this	day of ,	· · · · · · · · · · · · · · · · · · ·	

Authorized Signature

Name:

Title:

ATTEST:

(SEAL)

Authorized Signature

Name:

Title:

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

725-090-41 RAIL OGC - 03/12

43367215701       EL CAMINO DRIVE       ESCAMBIA       1(48000-SIGC)         COMPANY NAME:       CSX TRANSPORTATION, INC.	FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
A. FDOT/AAR XING NO.: <u>877547S</u> RR MILE POST TIE: <u>636.89</u> B. TYPE SIGNALS PROPOSED <u>111</u> CLASS <u>111</u> DOT INDEX: <u>17882</u> SCHEDULE OF ANNUAL COST OF AUTOMATIC	43367215701	EL CAMINO DRIVE	ESCAMBIA	1(48000-SIGC)	
B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882 SCHEDULE OF ANNUAL COST OF AUTOMATIC	COMPANY NAME: CS	X TRANSPORTATION, INC.			
SCHEDULE OF ANNUAL COST OF AUTOMATIC	A. FDOT/AAR XING NO.: 8	77547S	RR I	MILE POST TIE: 636.89	
그 가는 것이 가지만 것이 없는 것 같아요. 그는 것이 것이 것이 것이 것이 것이 것이 것이 것이 같이 가지 않는 것이 같아. 것이 것이 가지 않는 것이 가지 않는 것이 같아. 것이 같아. 것이 같이 가지 않는 것이 같아. ???????????????????????????????????	B. TYPE SIGNALS PROPOS	SED 111	CLASS	111 DOT INDEX:	17882
	H				

# Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*	
1	Flashing Signals - One Track	\$2,256.00	
TH I	Flashing Signals - Multiple Tracks	\$2,985.00	
ш	Flashing Signals and Gates - One Track	\$3,402.00	
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00	
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00	
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00	

# AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:	July 22, 1982	
GENERAL AUTHORITY:	334.044, F.S.	
SPECIFIC LAW IMPLEMENTED:	335.141, F.S.	

\*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

# RESOLUTION NUMBER R2013 -\_\_\_\_

RESOLUTION OF THE BOARD OF COUNTY A COUNTY, FLORIDA. COMMISSIONERS OF ESCAMBIA RAILROAD REIMBURSEMENT SUPPORTING THE THE INSTALLATION OF GRADE AGREEMENT FOR CROSSING TRAFFIC CONTROL DEVICES AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES (FPN 42750945701) ON WILLIAMS DITCH ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "Department") is constructing, reconstructing or otherwise modifying a portion of the public road system on Williams Ditch Road in Escambia County, Florida designated as FPN 42750945701; and

WHEREAS, such work shall require the installation and maintenance of railroad grade crossing traffic control devices for a railroad grade crossing over or near said highway, which crosses at grade the right of way and tracks of CSX Transportation, Inc., (hereinafter referred to as the "Company"), at Crossing No. 339669N; and

WHEREAS, pursuant to the subject Railroad Reimbursement Agreement, the Company has agreed to install the grade crossing signals and other traffic control devices at said crossing, and the Department has agreed to reimburse the Company for all costs incurred in the installation and/or adjustment of said facilities; and

WHEREAS, after installation of said signals is completed, the Company and the County have agreed to bear certain maintenance costs as set forth in the subject Railroad Reimbursement Agreement.

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

**<u>SECTION 1.</u>** That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed project.

**<u>SECTION 3.</u>** That the Board hereby authorizes the Chairman to sign the Railroad Reimbursement Agreement.

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:\_

Lumon J. May, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: \_\_\_\_\_ Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency. By/Title Date:

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

725-090-27 RAIL OGC - 08/13

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42750945701	WILLIAMS DITCH RD.	ESCAMBIA	1(48000-SIGC)	
THIS AGREEMENT	, made and entered into this	day of		
by and between the STATE	OF FLORIDA DEPARTMEN	T OF TRANSPORT	ATION, hereinafter called t	he
DEPARTMENT, and CSX 1	RANSPORTATION, INC.			
a corporation organized and	existing under the laws of	VIRGINIA		
with its principal place of bus			, County of DUVAL	
	, hereinafter called	the second se		
County, a political subdivisio	the second s			sioners,
hereinafter called the COUN	TY.			
	WITIW	NESSETH:		
WHEREAS, the DEF	ARTMENT is constructing, re	econstructing or oth	nerwise changing a portion	of the Public Road
System, designated by the F	inancial Project ID 4275094	5701		(
on WILLIAMS DITCH RD.			, which crosses at grade th	e right of way and
tracks of the COMPANY'S M				
FDOT/AAR Crossing Numbe	r 339669N	, at or near	CANTONMENT, FL.	
as shown on DEPARTMENT	'S Plan Sheet No.	, at	ttached hereto as a part her	eof; and
NOW, THEREFORE as follows:	, in consideration of the mutu	al undertakings as	herein set forth, the parties	hereto agree
1. The COMPA	NY shall furnish the necessa	ary materials and in	stall Automatic Grade Cros	sing Signals
Type 111 Class	111 and/or other tra	affic control devices	at said location on an actu	al cost basis
and in accordance with (1) th	e attached detailed statemer	nt of the work, plans	s, and specifications; and (2	2) the
DEPARTMENT'S Plans and				
2. After installa	ation of said signals is comple	eted, fifty (50%) per	cent of the expense thereo	f in maintaining the
same shall be borne by the	COUNTY and fifty (50%) perc	cent shall be borne	by the COMPANY, as enu	merated by the
Schedule of Annual Cost of	Automatic Highway Grade Cr	rossing Devices att	ached hereto and by this re	ference made a pa
hereof and subject to future	revision.			
3. After said si	gnals have been installed an	d found to be in sal	isfactory working order by t	he parties hereto,
the same shall be immediate	ly put into service, operated	and maintained by	the COMPANY so long as	said COMPANY or

the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

 (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14,57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

(b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 217,000.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration if federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$\_\_\_\_\_\_, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

(a) % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

(b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

(c) \$ \_\_\_\_\_ credited for D betterment D expired service life

nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/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 Division of Consumer Services at 1-877-693-5236.

18. The COMPANY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COMPANY in conjunction with this Agreement. Specifically, if the COMPANY is acting on behalf of a public agency the COMPANY shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the COMPANY.
- (2) Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the COMPANY 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.

Failure by the COMPANY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The COMPANY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COMPANY and shall promptly provide the DEPARTMENT a copy of the COMPANY'S response to each such request.

725-090-27 RAIL OGC - 08/13

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS

(\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby 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 is 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

23. The COMPANY covenants and agrees that it will indomnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,

whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may-be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damageearising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

FDOT

COUNTY

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

2. 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.

25. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, 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.

26. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

27. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

28. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

29. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTAT	ION			
BY: (TITLE:		)		
COMPANY: <u>CSX Tra</u> BY: <u>Walew Ophne</u>	nsportation	, Inc.	Dale W. Ophardt Assistant Vice President - Engineering	
CITY OF		, FLORIDA		
BY:		)		
Legal Review	Approved as to Funds Available		Approved as to FAPG Requirements	
ВҮ:	BY:		BY:	
Attorney-DOT Date Board of County Commissioner Escambia County, Florida	Comptroller - DOT	Date	FHWA	Date
Lumon J. May, Chairman ATTEST: Pam Childers Clerk of the Circui By: Deputy Clerk	t Court			
beputy office			Approved as to form and lega sufficiency. By/Title:	al 27-

Date:\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY RESOLUTION

# GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO.

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on WILLIAMS DITCH ROAD

which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

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

That ESCAMBIA	Count	y ent	er into a RAILROAD REIMBURS	EMENT AGREEMENT
with the State of Florida	Department of Transportation and th	e C	SX TRANSPORTATION	Company
for the installation and r	naintenance of certain grade crossing	s and	traffic control devices for grade	crossings designated
as Financial Project ID	42750945701	on	WILLIAMS DITCH ROAD	which crosses the
right of way and tracks	of the Company at FDOT/AAR Crossi	ng N	p. <u>339669N</u>	located in
CANTONMENT	, Florida; and			

That the County assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to execute such agreements with the State of Florida Department of Transportation and the CSX TRANSPORTATION Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adop	ted by the County Commissioners of	ESCAMBIA	County,
Florida, this	day of,		

Authorized Signature

Name:

Title:

ATTEST:

(SEAL)

Authorized Signature

Name:

Title:

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

725-090-41 RAIL OGC - 03/12

107500 15701				UMBER	FAP NUMBER
42750945701	WILLIAMS DITCH RD	ESCAMBIA	1(48000-SIG	C)	
COMPANY NAME: <u>CSX</u>	TRANSPORTATION, INC.				
A. FDOT/AAR XING NO.: 33	9669N	RRM	AILE POST TIE:	634.02	
B. TYPE SIGNALS PROPOSE	ED <u>111</u>	CLASS	111 DOT	INDEX:	17882

# SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

# Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
1	Flashing Signals - One Track	\$2,256.00
11	Flashing Signals - Multiple Tracks	\$2,985.00
ΪΠ	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00

#### AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:	July 22, 1982
GENERAL AUTHORITY:	334.044, F.S.
SPECIFIC LAW IMPLEMENTED:	335.141, F.S.

\*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5251	County Administrator's Report 12. 20.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	11/21/2013	
Issue:	Federally-Funded Subgrant Agreement for the Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements	
From:	Joy D. Blackmon, P.E., Department Director	
Organization: CAO Approval:	Public Works	
CAO Appioval.		

# **RECOMMENDATION:**

<u>Recommendation Concerning a Federally-Funded Subgrant Agreement for the Maplewoods</u> <u>Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action concerning a Federally-Funded Subgrant Agreement, Contract Number 14HM-2Z-01-27-01-XXX, Project Number 1595-27-B, between the State of Florida, Division of Emergency Management and Escambia County Board of County Commissioners for the Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements:

A. Approve the Federally-Funded Subgrant Agreement; and

B. Authorize the Chairman to sign the Agreement and any subsequent Grant-related documents.

[Funding Source: Escambia County's 25% construction cost match of \$293,615.86 is available in Fund 352, "LOST III," Account 210107/56301, Project #09EN0093. This Hazard Mitigation Grant Program provides a reimbursement total of \$896,040.39, equivalent to 75% of the estimated construction related and pre-award costs and an additional administrative allowance]

# **BACKGROUND:**

Meeting in regular session on July 9, 2009, the Board of County Commissioners approved a Federally-Funded Subgrant Agreement for Maplewoods Subdivision Drainage Project. On July 30, 2009, the Florida Division of Emergency Management (FDEM) finalized that federally-funded Hazard Mitigation Grant Program (HMGP) agreement. This HMGP provided reimbursement funds to Escambia County for seventy-five percent (75%) of the construction costs for a portion of the Maplewoods Drainage Project, including some administrative fees. Those improvements were completed in December 2010 and the federal share of those project costs were reimbursed to Escambia County. The actual project construction costs resulted in a budget under-run from the estimated budget costs stated in the agreement, so staff requested that FDEM allow the County to utilize the under-run costs toward an expanded project scope within the same drainage area. FDEM agreed to project enhancements and the HMGP agreement was modified to fund the design services of enhancements to the Maplewoods Drainage Project, known as

the Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements.

At the November 17, 2011, Board meeting, the Board of County Commissioners approved issuance of a task order to Ken Horne & Associates, Inc., for the design and limited construction inspection services for the Maplewoods Drainage Project. This design was completed and submitted to FEMA through FDEM in December 2012, while permits were being reviewed and approved by the Florida Department of Environmental Protection and the Army Corps of Engineers. All applicable permits were approved and submitted to FDEM on July 29th, 2013.

Enhancements in the Maplewoods Subdivision Drainage Ditch Piping portion include the connection of the expanded drainage work to the previously completed HMGP work, by piping an open ditch to reduce flooding and improve conveyance. Enhancements in the Ashland Avenue Bridge portion include upgrading the existing undersized culverts crossing Ashland Avenue, located down-gradient of the Maplewoods Subdivision, with an arch bridge, thereby elevating a portion of the associated roadway above the flood stage.

The total associated construction budget for this expansion is estimated at \$1,174,463.45. This includes pre-awarded costs for the third-party bridge and bid package review revision costs, right-of-way easement costs of \$21,600.00, and construction material, labor, and management costs of \$1,152,863.45.

This federally funded Hazard Mitigation Grant Program (HMGP) agreement provides \$880,847.59 as the federal share (75%) for construction cost and pre-award costs, and an additional administrative allowance of \$15,192.80, for a total of \$896,040.39. The County's matching share (25%) for the associated project costs is \$293,615.86.

# **BUDGETARY IMPACT:**

An estimated budget for the project is outlined in Attachment A, Budget and Scope of Work for the Federally-Funded Subgrant Agreement, which provides a budgeted total of \$1,174,463.45 to reimburse Escambia County for 75% of the pre-awarded costs and associated construction cost estimated at \$880,847.59, and an additional administrative allowance of \$15,192.80. The remaining 25% match of \$293,615.86 is available in Fund 352 "LOST III", Account 210107/56301, Project # 09EN0093.

# LEGAL CONSIDERATIONS/SIGN-OFF:

The Subgrant Agreement was approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney, on October 21, 2013.

# PERSONNEL:

This Grant will be managed by the Engineering Division of Escambia County Public Works.

# POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

# **IMPLEMENTATION/COORDINATION:**

The Engineering Division of the Public Works Department staff will send four signed originals of the Federally-Funded Subgrant Agreement to DEM upon execution and Board approval. One original will be retained for the Clerk. Engineering Division staff will also administer the Grant as required by the contract agreement.

# Attachments

<u>Grant Agreement</u> <u>Award Grant 070909</u> <u>BCC Action Award Task Order</u> Contract Number: 14HM-2Z-01-27-01-\_\_\_ Project Number: 1595-27-B

# FEDERALLY-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 Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

## (1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

## (2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

# (3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end November 10, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

# (4) MODIFICATIONS 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) <u>RECORDKEEPING</u>

(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 Educations, Hospitals, and Other Non-Profit 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 sub-contractors and 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 of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work – Attachment A – and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., 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 records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular No. A-133, as revised, and 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 No. A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division 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 Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular No. A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular No. A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular No. A-133, as revised.

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 No. 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 chooses to have an audit conducted in accordance with the provisions of OMB Circular No. A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular No. A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular No. A-133, as revised, by or on behalf of the Recipient to: The Division at the following address:

> Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

#### http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular No. A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular No. A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular No. A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

> Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular No. A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular No. A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed 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.

(j) The Recipient shall have all audits completed by an Independent Certified Public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, <u>Florida Statutes</u>. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

#### (7) <u>REPORTS</u>

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) The close-out report is due sixty days after termination of this Agreement or sixty days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

#### (8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/ processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

#### (9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, <u>Florida</u> <u>Statutes</u>: 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, <u>Florida Statutes</u>, 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 of omissions to the extent set forth in Section 768.28, <u>Florida Statutes</u>. 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 waving 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 of 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 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, <u>Florida Statute</u>, 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 termination 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 to the Division from the Recipient is determined.

#### (13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Kathleen Marshall Bureau of Mitigation Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, Florida 32399 Telephone: (850) 922-5944 Fax: (850) 922-1259 Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Chris Curb, Project Manager 3363 West Park Place Pensacola, Florida 32305 Telephone: (850) 595-3419 Fax: (850) 595-3444 Email: CACURB@co.escambia.fl.us

(d) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

### (14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, <u>Florida</u> <u>Statutes</u>.

#### (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 -	- Budget and Scope of Work
Attachment B -	<ul> <li>Program Statutes and Regulations</li> </ul>
Attachment C	- Statement of Assurances
Attachment D	- Request for Reimbursement
Attachment E -	- Justification of Advance
Attachment F -	- Quarterly Report Form
Attachment G	- Warranties and Representations
Attachment H	<ul> <li>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</li> </ul>
Attachment I –	Federal Funding Accountability and Transparency Act Instruction and Worksheet

#### (17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$896,040.65**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), <u>Florida</u> <u>Statutes</u>, and is contingent upon the Recipient's acceptance of the rights of the Division under subparagraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circular No.s A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

#### (18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management Cashier 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

In accordance with Section 215.34(2), <u>Florida Statutes</u>, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 <u>et seq</u>.), 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 <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> 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 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 of 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 statute 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 subparagraph (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 H) 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, <u>Florida Statutes</u> 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 pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, <u>Florida Statutes</u>.

(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, Florida Statues, which the Recipient created or received under this Agreement.

(I) 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, <u>Florida Statutes</u>) 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 meetings shall be public records, available to the public in accordance with Chapter 119, <u>Florida Statutes</u>.

(o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

#### (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, and 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 Lobbing Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.C. 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 subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

#### (22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

## (23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Ву:\_\_\_\_\_

Name and Title: Lumon J. May, Chairman

Date:\_\_\_\_\_

FEID#:<u>59 6000 598</u>

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

ATTEST: Pam Childers

By:\_\_\_\_

Deputy Clerk

This document approved as to form and ledal sufficiency By: 🖉 Title: Date:

**Clerk of Circuit Court** 

Date BCC Approved:

Ву:\_\_\_\_\_

Name and Title:\_\_\_\_\_Bryan W. Koon, Director

Date: \_\_\_\_\_

# EXHIBIT – 1

# THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

#### Federal Program: <u>Federal Emergency Management Agency: Hazard Mitigation Grant</u> Catalog of Federal Domestic Assistance Number: <u>97.039</u> Amount of Federal Funding: <u>\$896,040.65</u>

THE FOLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 Cost Principles for State and Local Governments
- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations

## Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- Title 44 of the Code of Federal Regulations (CFR)
- 44 CFR Part 80 Property Acquisition and Relocation of Open Space
- 44 CFR Part 10 Environmental Considerations
- 44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

# Federal Program:

List applicable compliance requirements as follows:

- 1. Recipient is to use funding to perform the following eligible activities:
  - Intermediate Stormwater Drainage System
  - Major Flood Control Drainage System

# 2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular No. A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

# Attachment A

#### Budget and Scope of Work

#### Statement of Purpose

The purpose of this scope of work is to implement the expansion of the Phase II Maplewoods Neighborhood Drainage Project in Escambia County funded through the Hazard Mitigation Grant Program (DR-1595-027-R), as approved by the Division and the Federal Emergency Management Agency (FEMA). The project will protect the surrounding properties and infrastructure from future localized flooding. Escambia County agrees to administer and complete the project per sealed engineered designs and construction plans as submitted by the recipient and subsequently approved by the Division and FEMA. The recipient will complete the work in accordance with all applicable federal, state and local laws, regulations, and codes.

#### Project Overview

As a Hazard Mitigation Grant Program project, the Recipient, Escambia County shall improve the drainage of Maplewoods Neighborhood, Pensacola, Florida by completing the following:

<u>Ashland Ave. Bridge Enhancement</u> – Upgrade the existing size of the existing culvert with an arch bridge, elevating a portion of the roadway above the flood stage and associated work to complete this task.

<u>Maplewoods Subdivision</u> – Tie the expanded work into the previously completed HMGP work by piping the open ditch to reduce flooding and improve conveyance.

#### <u>Tasks</u>

Tasks 1

Upon the completion of the approved pre-award activities (3<sup>rd</sup> party bridge bid package review and revision and purchase of easement). The recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The recipient shall select the qualified, licensed Florida contractor in accordance with the recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities will contain sufficient source documentation and be in accordance will all applicable regulations.

The recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the recipient and subsequently approved by the Division and FEMA.

The recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

#### <u>Task 2</u>

The recipient shall monitor and manage the installation of improved drainage infrastructure in the Maplewoods Neighborhood Drainage system and Ashland Ave bridge in accordance with sealed engineering designs and construction plans presented to the Division by the recipient and subsequently approved by the Division and FEMA. The recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Construction activities will be completed by a qualified and licensed Florida contractor. All construction activities will be monitored by a qualified engineer. The recipient must complete the project in accordance will all required permits. All work will be completed in accordance with applicable codes and standards.

Upon completion of the work, the recipient will schedule and participate in a final inspection of the completed project by the local building official, if applicable. Any deficiencies found during this final inspection will be corrected by the recipient prior to recipient's submittal of the final inspection request to the Division.

## Task 3

During the course of this agreement the recipient is required to submit requests for reimbursement. Adequate and complete source documentation is required to be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The recipient is required to submit an Affidavit signed by the recipient's project manager with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The recipient must maintain accurate time records. The recipient must ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation must agree with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The recipient will pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient will ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Administrative Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

The Division will review all submitted requests for reimbursement for basic accuracy of information. Further, the Division will ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division will verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the recipient. Quarterly reports must be submitted by the recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

# **Deliverables**

#### Deliverable 1

The recipient will provide documentation demonstrating the results of the bid package review and any revisions along with proof of purchase of the easement. Documentation demonstrating the results of the procurement process. This will include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The recipient will provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors will be provided to the Division by the recipient.

The recipient will provide copies of professional licenses for contractors selected to perform services. The recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

## Deliverable 2

Upon completion of Task 2, the recipient will submit a final copy of the project's as-built drawings and necessary supporting documentation, and will provide a summary of all contract scope of work changes, if any. Additional documentation will include:

- 1. Copy of the notice of commencement
- 2. Local Building Official Inspection Report and Final Approval, if applicable
- 3. Certified Letter of Completion from Engineer or Record: The recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings and specifications.
- 4. Photographs of completed project sites

#### Deliverable 3

The recipient shall submit to the Division requests for reimbursement of actual construction and administrative costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement will include:

- 1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.
- 2. Proof of payment from the recipient to the contractor, subcontractor, and/or vendor for invoiced services.
- 3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The recipient's final request for reimbursement should include the final construction project cost. Supporting documentation must show that all contractors and subcontractors have been paid.

#### Financial Consequences

If Escambia County, fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- 2. Disallow all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the current award for the recipient's program;
- 4. Withhold further awards for the program; or
- 5. Take other remedies that may be legally available.

#### Additional Performance Requirements and Project Conditions:

 If the recipient is not the current title holder of the affected properties, the recipient must provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA will not pay for any associated costs or payments to the property owner. Furthermore, FEMA will not consider it an eligible contribution to the non-Federal cost share requirement and will not financially participate in that component of a project if land or easements are obtained involuntarily.

- 2. The recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 3. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Florida Division of Emergency Management (FDEM) for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 4. If ground disturbing activities occur during construction, the recipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the FDEM and FEMA.
- 5. If pre historic artifacts such as pottery or ceramics, stone tools or metal implements, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time, the project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The recipient, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at 850.245.6333, as well as the FDEM and FEMA. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and FDEM.
- 6. In the event that unmarked human remains are encountered during permitted activities, all work must stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statute.
- 7. Verification of project compliance with the agreement with FDOT required at closeout.
- 8. Verification of compliance with USACE permits dated 7/25/2013; permit #SAJ-2012-034752 (NW-HMM) and SAJ-2012-03453, both effective through 03/18/2017, is required at closeout.
- 9. Best management practices will be used during project work to minimize soil erosion, sediment migration and turbidity. A National Pollutant Discharge Elimination System (NPDES) stormwater permit must be obtained (if area of disturbance will be greater than one acre). The Recipient will need to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) must be submitted at project closeout.
- 10. If work is done in the FDOT right-of-way then an FDOT right-of-way permit must be submitted.
- 11. Recipient must coordinate with local floodplain administrator to assure compliance with local regulations. Documentation of this coordination or permitting shall be provided at closeout.
- 12. For projects involving groundwater dewatering activities at the construction site, provide documentation of coverage under the Florida Department of Environmental Protection (FDEP) "Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated

Site Activity."

13. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

#### This is FEMA project number 1595-27-R, funded under HMGP - 1595-DR-FL

#### The Period of Performance for this projects ends on November 10, 2014

Schedule of Work Phase II Review of Bid Package and QC Bridge Plans Bidding and Contracting: Construction: Final Inspection: Weather Delays: Total Period of Performance: Budget		2 3 6 2 1 <b>14</b>	Month Months Months Months Month	_	
Line Item Budget*	Pro	oject C	Cost	Federal Share	Local Share
<ul> <li>Phase II Expansion Construction:         <ul> <li>(Approved pre-award cost)</li> <li>Third party bridge, &amp; bid package</li> <li>Right of way easement purchase</li> <li>Construction, Material, Labor, Mgmt</li> </ul> </li> <li>Phase II Sub-total:         <ul> <li>Administrative Allowances</li> <li>Total Project Cost:</li> </ul> </li> </ul>	\$1, <u>\$</u>	12,00 9,60 <u>152,86</u> 174,46	0.00 <u>63.45</u> 63.45 <u>0.00</u>	\$ 9,000.00 \$ 7,200.00 <u>\$864,647.59</u> \$880,847.59 <u>\$ 15,192.80</u> \$896,040.39	\$ 3,000.00 \$ 2,400.00 <u>\$288,215.86</u> \$293,615.86 <u>\$ 0.00</u> \$293,615.86

\* Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

<u>Funding</u>	Summary

Total Project Cost:	\$1,174,463.45	(100%)
Local Share:	<u>\$ 293,615.86</u>	(25%)
Federal Share:	\$ 880,847.59	(75%)

Recipient Administrative Allowance up to \$15,192.80

## Attachment B

#### **Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

#### STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) OMB Circulars A-21, A-87, A-110, A-122
- (5) Chapter 473, Florida Statutes
- (6) Chapter 215, Florida Statutes
- (7) Section 768.28, Florida Statutes
- (8) Chapter 119, Florida Statutes
- (9) Section 216.181(6), <u>Florida Statutes</u>
- (10) Cash Management Improvement Act Of 1990
- (11) American with Disabilities Act

- (12) Section 112.061, Florida Statutes
- (13) Immigration and Nationality Act
- (14) Section 286.011, Florida Statues
- (15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (19) 28 CFR applicable to grants and cooperative Agreements
- (20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (22) Section 504 of the Rehabilitation Act of 1973, as amended
- (23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (24) 28 CFR, Part 42, Subparts C, D, E, and G
- (25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (26) 42 U.S.C. 5154a
- (27) 44 CFR, Part 60.3 and City/County Ordinance

# Attachment C

## **Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, <u>Florida Statutes</u>;
- It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha\_conditions.shtm

- (k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (I) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding nondiscrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

#### Attachment D

#### **DIVISION OF EMERGENCY MANAGEMENT**

#### REQUEST FOR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

### RECIPIENT NAME: Escambia County Board of County Commissioners

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE:

PAYMENT #:

CONTRACT #: <u>1</u>4HM-2Z-01-27-01-\_\_\_

 FEMA TRACKING #:
 1595-27-B
 INVOICE PERIOD:
 to

Eligible Amount	Obligated Federal	Obligated Non-Federal	Previous	Current	DEM U	se Only
100%	%	%	Payments	Request	Approved	Comments

TOTAL CURRENT REQUEST: \$

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE:	
NAME AND TITLE:	DATE:
APPROVED PROJECT TOTAL	\$
ADMINISTRATIVE COST	\$ GOVERNOR'S AUTHORIZED REPRESENTATIVE
APPROVED FOR PAYMENT	\$ DATE

#### Attachment D (Continued)

### **DIVISION OF EMERGENCY MANAGEMENT**

#### SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION GRANT PROGRAM

RECIPIENT NAM	1E: Escambia C	ounty BOCC	DISASTER #:	1595	
CONTRACT #:	14HM-2Z-01	-27-01	FEMA TRACKIN	NG #: 1595	-27-B
Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	stock, applicant contractor) by cat	DOCUMENTATION (applicant's payroll, material ou owned equipment and name of egory and line item in the appresent a brief description of the article	of vendor or oved project	Applicant's Eligible Costs 100%
<u> </u>					
				TOTAL	

### Attachment E

## JUSTIFICATION OF ADVANCE PAYMENT

## RECIPIENT: <u>Escambia County Board of County Commissioners</u>

### If you are requesting an advance, indicate same by checking the box below.

## [\_\_\_] ADVANCE REQUESTED

Advance payment of \$\_\_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

#### ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	2020 Anticipated Expenditures for the First Three Months of Contract
For Example	
ADMINISTRATIVE COSTS	
(Include Secondary Administration)	
For Example	
PROGRAM EXPENSES	
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

#### Attachment F

#### DIVISION OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM QUARTERLY REPORT FORM

RECEIPT Escambia County BOCC	PROJECT #:	1595-27-B				
PROJECT TYPE: Drainage (Expansion)	CONTRACT#:	14HM-2Z-01-27-01				
DISASTER NUMBER: 1595	DISASTER NUMBER: 1595 QUARTER ENDING:					
Provide amount of advance funds disbursed for per	riod (if applicable):	\$				
Provide reimbursement projections for this project:						
July-Sep 20\$ Oct-Dec 20\$ J July-Sep 20\$ Oct-Dec 20\$ J	an-Mar 20\$ an-Mar 20\$	Apr-June 20\$ Apr-June 20\$				
Percentage of Work Completed (may be confirmed	by state inspector?	s):%				
Project Proceeding on Schedule: [] Yes	[] No					
Describe milestones achieved during this quarter:						
Provide a schedule for the remainder of work to pro	oject completion:					
Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:						
[] Cost Unchanged [] Under Budget [] Over Budget Cost Status: :						
Additional Comments/Elaboration:						

NOTE: Division of Emergency Managment (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form

### Attachment G

#### Warranties and Representations

#### Financial Management

Recipient's financial management system shall provide for 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 such 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, and 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 such standards by officers, employees, or agents.

#### **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 a.m. to 5:00 p.m., local time, Monday through Friday.

#### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

#### Attachment H

#### Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### **Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, <u>Escambia County Board of County Commissioners</u>, 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 contractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

#### CONTRACTOR

By:

Signature

Name and Title

Street Address

City, State, Zip

Date

Escambia County BOCC

Recipient's Name

14HM-2Z-01-27-01- \_ \_ DEM Contract Number

1595-27-B

FEMA Project Number

# **ATTACHMENT \_\_\_\_** FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

## **ORGANIZATION AND PROJECT INFORMATION**

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 1995-27-B FUNDING AGENCY: Federal Emergency Management Agency AWARD AMOUNT: \$896,040.65 OBLIGATION/ACTION DATE: November 22, 2007 SUBAWARD DATE (if applicable): DUNS# \*: 075079673 DUNS+4#:

\* If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the webform (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Escambia County Board of County Commissioners DBA NAME (IF APPLICABLE): PRINCIPAL PLACE OF BUSINESS ADDRESS: 221 Palafox Place, Suite 400, Pensacola, FL 32502 ADDRESS LINE 1: 3363 W. Park Place CITY: Pensacola STATE: FL ZIP CODE+4\*\*: 32505

PARENT COMPANY DUNS# (IF APPLICABLE): CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS)

Maplewoods Subdivision – Connect the expanded drainage work, located in the drainage easement in Maplewoods Subdivision, into the previously completed HMGP work, by piping the open ditch within the drainage easement to reduce flooding and improve conveyance.

Ashland Avenue Bridge Enhancement – Upgrade the existing undersized culverts crossings Ashland Avenue, located down gradient of Maplewoods Subdivision, with an arch bridge, elevating a portion of the associated roadway above the flood stage, and construction of the associated drainage/paving work to complete this task.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: ADDRESS LINE 2: ADDRESS LINE 3: CITY:

<u>STATE:</u>

ZIP CODE+4\*\*:

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

## **EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act? Yes No 🗹

Note: Escambia County received \$22,176,178.00 in 2012 from federal revenues. If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986? Yes ✓ No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

<u>"Executive"</u> is defined as "officers, managing partners, or other employees in management positions".

<u>"Total Compensation"</u> is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified. vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR (Date of Fiscal Year Completion )

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: Christopher, A. Curb, Stormwater Engineering Manager

DATE:\_\_\_\_\_

# PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-35. <u>Approval of Various Consent Agenda Items</u> Continued
  - 31. Taking the following action concerning a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT), for funding (not to exceed \$858,684), for a resurfacing project on CR 95A, from East Roberts Road to Nine Mile Road:
    - A. Approving the LAP Agreement between the FDOT and Escambia County, for a resurfacing project on CR 95A, from East Roberts Road to Nine Mile Road;
    - B. Adopting a Resolution (*R2009-142*) authorizing the execution of the LAP Agreement; and
    - C. Authorizing the Chairman to sign the LAP Agreement and Resolution for this project.
- 32. Taking the following action concerning a Federally Funded Subgrant Agreement, Contract Number: 10HM-28-01-27-01-001, CFDA Number: 97.039, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Maplewoods Drainage Project (Funding Source: Escambia County's 25% construction cost match is available in Fund 352, "[Local Option Sales Tax] LOST III," Account 210107/56301, Project #09EN0093; this Hazard Mitigation Grant Program provides a reimbursement total of \$1,909,226, equivalent to 75% of the estimated construction cost and an additional administrative allowance):
  - A. Approving the Federally Funded Subgrant Agreement, Contract Number: 10HM-28-01-27-01-001, CFDA Number: 97.039, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners; and
  - B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents.

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# **RESUME OF THE REGULAR BCC MEETING** – Continued

## COUNTY ADMINISTRATOR'S REPORT - Continued

## II. <u>BUDGET/FINANCE CONSENT AGENDA</u> – Continued

17. <u>Recommendation:</u> That the Board approve, and authorize the County Administrator to execute, the following Change Order; meeting in Regular Session on May 20, 2010, the Board approved awarding a Task Order to Bayside Consulting Group of Northwest Florida, LLC, on Contract PD 09-10.044, for "Design Consulting Engineering Services for Jernigan and Cody Road Safety Upgrades and Sunnehanna Boulevard Realignment"; this Change Order will allow the engineer to provide consulting services for Jernigan and Cody Road upgrades and Sunnehanna Boulevard Realignment, and to coordinate with the State of Florida Department of Transportation (FDOT) and FDOT's consultant as needed; Change Orders #1-4 were Change Orders for time only (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project #08EN0045):

Department: Division: Type: Amount: Vendor: Project Name: Contract:	Public Works Engineering/Infrastructure Division Addition \$157,010.00 Bayside Consulting Group of Northwest Florida, LLC Jernigan and Cody PD 09-10.044, "Design Consulting Engineering Services for Jernigan and Cody Road Safety
Purchase Order Number: Change Order (CO) Number: Original Award Amount: Cumulative Amount of Change O New Contract Total:	Upgrades and Sunnehanna Blvd. Realignment" 101410 5 \$228,790 \$228,790 \$157,010 \$385,800

# Approved 5-0

18. <u>Recommendation:</u> That the Board approve issuance of a Task Order to Kenneth Horne & Associates, Inc., in the amount of \$119,957.41, on Contract PD 02-03.79, "Professional Services" (as governed by Florida Statute 287.055), which includes a lump sum engineering fee of \$99,126.14, with allowances for surveying, geotechnical, permit fees, and environmental consultant fees totaling \$20,831.27, to design and provide limited construction inspections for the Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements Project (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107/56301, Project #09EN0093, "Maplewoods").

# Approved 5-0

11/17/2011

dch/lfc



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5027	County Administrator's Report 12. 21.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	11/21/2013
Issue:	Acquisition of Real Property Located at 3100 West Desoto Street
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

## **RECOMMENDATION:**

Recommendation Concerning the Acquisition of Real Property Located at 3100 West Desoto Street from Brownsville Assembly of God Church - 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, for the acquisition of real property located at 3100 West Desoto Street from Brownsville Assembly of God Church.

[Funding Source: Fund 352, "LOST III," Cost Center 110267/56101/56201, Project Number 13PF2503]

## BACKGROUND:

Escambia County is seeking to acquire property in the Brownsville area for a multi-use facility, including a community center. Brownsville Assembly of God Church owns several parcels of property with Church structures, located north of Cervantes Street (Mobile Highway) and west of North "W" Street. The church has offered to sell two parcels of their property, located at 3100 West Desoto Street, to the County. One parcel, which is located at the northwest corner of the intersection of West Desoto Street and North "Z" Street, has the Church's Community Center building on it. The other parcel located at the southwest corner of the intersection of West Brainerd Street and North "Z" Street has a residential type structure on it. The two parcels total approximately 3.81 acres.

Board action of September 5, 2013, authorized staff to make an offer of \$2,100,000 to Brownsville Assembly of God Church to purchase these two parcels of real property. The church has agreed to the purchase price and has 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 110267/56101/56201, Project Number 13PF2503.

## LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and 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

# <u>-13</u> -<u>13</u>

BCC Action 8-8-13 BCC action 9-5-13 Parcel information Checklist Aerial view map

# RESUME OF THE REGULAR BCC MEETING – Continued

# CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

- I. <u>CONSENT AGENDA</u> Continued
- 2. Continued...
  - C. Report of the July 18, 2013, C/W Workshop Continued

## AGENDA NUMBER – Continued

- 11. Perdido Key Eminent Domain
  - A. Board Discussion The C/W was advised by County Attorney Rogers that because of pending funding and legal issues, this item will be discussed at the August C/W Workshop; and
  - B. Board Direction None.

## 12. Potential Sites for a Community Center in the Brownsville Area

- A. Board Discussion The C/W discussed Potential Sites for a Community Center in the Brownsville Area, and was advised by Keith Wilkins, Director, Community & Environment Department, that a facility owned by Brownsville Assembly of God Church has been identified as a viable site for a Brownsville Community Center; and
- B. Board Direction The C/W recommends that the Board approve proceeding with the purchase of, and renovations to, the property owned by Brownsville Assembly of God Church, relative to Potential Sites for a Community Center in the Brownsville Area.

# Recommended 4-0, with Commissioner Valentino absent

(Continued on Page 23)

# PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-30. <u>Approval of Various Consent Agenda Items</u> Continued
  - 29. Approving \$2,000 to provide refreshments for the Grand Opening of the Perdido Key Fire Station on Wednesday, September 25, 2013, at 9:00 a.m.
  - 30. Approving to exempt from the public bidding process and authorizing 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.
  - 11. Property Purchase Brownsville Multi-Use Facility

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried unanimously, authorizing staff to make an offer to Brownsville Assembly of God Church to purchase two parcels of real property (separated by West Gonzales Street), with structures (totaling approximately 3.81 acres), located on West DeSoto Street, for purchase price of \$2,100,000 *(as agreed to by the Pastor of Brownsville Assembly of God Church during today's Agenda Work Session)*, as opposed to the originally agreed upon sales price of \$2,300,000, for a multi-use facility, 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 110267/56201, Project # 13PF2503).

Speaker(s):

Floyd Peacock

Source: Escambia County Property Appraiser

Navigate Mode <a>O</a> Account 
 Reference

Restore Full Page Version

General Info	rmation		2013 Certified Roll Assessment	
Reference: 332S301000070003		Improvements:	\$3,390,431	
Account:	063407000		Land:	\$436,607
Owners:	BROWNSVILLE ASSEME	BLY OF GOD		
Mail:	3100 W DESOTO ST		Total:	\$3,827,038
Situs:	PENSACOLA, FL 32505 3100 W DESOTO ST 32	2505	<u>Save Our Homes:</u>	\$0
Use Code:	CHURCH		Disclaimer	
Taxing Authority:	COUNTY MSTU		Amendment 1/Portability	<u>Calculations</u>
Tax Inquiry:	Open Tax Inquiry Wind	<u>ow</u>	_	
	nk courtesy of Janet Holl nty Tax Collector	ey		
Sales Data			2013 Certified Roll Exemptions	
		Official	RELIGIOUS	
Sale Date Boo	ok Page Value Type	Records (New	Legal Description	
09/2006 599	00 000 kt	Window)	S 130 FT OF LTS 4 5 6 BLK 3 1ST ADD BROWNSVILLE PB 1 P 41 OR 5992 P 43	
09/2008 599		<u>View Instr</u> <u>View Instr</u>	Extra Features	
12/1998 434		View Instr	6' CHAINLINK FENCE	
12/1998 434		View Instr	ASPHALT PAVEMENT	
	ds Inquiry courtesy of Pa		CONCRETE WALKS	
	nty Clerk of the Circuit (		FRAME BUILDING FRAME GARAGE METAL BUILDING	
Parcel Information			L	aunch Interactive Map
Section Map Id: CA138 Approx. Acreage: 15.0200				
Zoned: C-1 C-2 R-3 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/Identi	ication: Brownsville Assembly of God Church Property @ 3100 W. DeSoto St. / Portion of Parcel : 33-2S-30-1000-070-003	
County Administrator (o	decignee) - Annraisals	
Appraiser (1):	Asmar Appraisal Company	
Date of apprais		
Appraised valu		
Received by: Comments:	Larry Goodwin	
Appraiser (2):	G. Daniel Green & Associates	
Date of apprais		
Appraised valu	: \$3,255,000	
Received by: Comments:	Larry Goodwin	
Comments.		
County Administrator (c	designee) - Environmental Site Assessments	
Date of Phase 1	10/10/13	
Received by:	Glenn Griffith	
Comments:	No concerns identified.	
Date of Phase I Received by:	: N/A	
Excilition Management I	epartment - Property Inspection	
Inspected by:	See attached checklist from Facilities Management	
Date:	06/19/13	
	06/19/13	
Comments:	• • • • • • • • • • • • • • • • • • •	
Risk Management Depa	tment - Property Inspection	
Inspected by:	See attached checklist from Risk Management	
Date:	08/19/13	
Comments:		
Engineering Departmen Completed by:	- Review of Survey or Boundary Map	
Date:		
Comments:		
Office of Management	nd Budget - Verification of Funding Source	
Funding source		
Verified by:		
-		
Date:	- A Minon	
Comments:		
Office of the County At	orney - 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:	Reference: 332S301000070003 Account: 063407000 Owners: BROWNSVILLE ASSEMBLY OF GOD	*See attached aerial.
----------	--------------------------	--	-----------------------

County Administrator (or des	signee) - Annraisals	
Appraiser (1):	nglice) - Appraisais	
Date of appraisal:		
Appraised value:		
Received by:		
Comments:		
Appraiser (2):		
Date of appraisal:	the second se	
Appraised value:		
Received by:		
Comments:		
County Administrator (or des	signee) - Environmental Site Assessments	
Date of Phase I:		
Received by:		
Comments:		
Comments.		
Date of Phase II:		
Received by:		
Comments:		
Comments.		
Facilities Management Depart	tment - Property Inspection	
Inspected by:	Facilities Management	
Date:	August 19, 2013	
Comments:	See attached memo dated August 22, 2013	()) oboli
Connients.		A drading
Risk Management Departmen	t - Property Inspection	
Inspected by:	Marcus Faulkner	
Date:	8-19-13	
Comments:	**See attached comments	
	view of Survey or Boundary Map	
Completed by:	and the second	
Date:		
Comments:		
Office of Management and Ru	udget - Verification of Funding Source	
	luger - vermeation of Funding Source	
Funding source:	the second se	
Verified by:		
Date:		
Comments:		
Office of the County Attorney	- Title Insurance Commitment (required for property valued at \$20,000 or more	
Reviewed by:	- The insurance commitment (required for property valued at \$20,000 or more	)
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-13-008

- Date: August 22, 2013
- To: David W. Wheeler, CFM, Director, Facilities Management
- From: William M. Turner, Division Manager, Facilities Management
- Re: Building Inspection of the Brownsville Assembly of God's Gymnasium, Daycare, and Office Building, and the Church House.

On August 19, 2013, a building inspection was conducted by Facilities Management personnel of the Brownsville Assembly of God's Gymnasium, Daycare, and Office Building at 3100 West Desoto Street (Enclosure 1) and the Church House at 3210 West Gonzalez Street (Enclosure 2). A list of the discrepancies is noted below.

## Gymnasium, Day Care, and Offices

There are 6 main areas of concern with this facility: mold, roof leaks, window leaks, suspended ceiling, HVAC system, and the Kitchen Equipment.

1. Mold:

Mold was found growing on the walls in several locations.





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# 1. Mold (Continued):



<u>Note</u>: The building's air conditioning duct work is internally insulated, which is known to be an excellent environment for mold growth. It is highly recommended the building and the duct work be tested for mold.

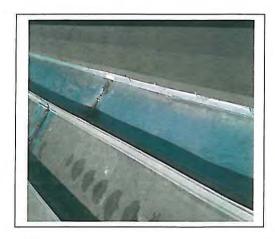


# 2. Roof leaks:

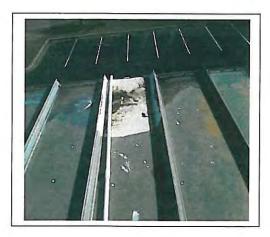
The roof is considered to be in a poor condition in many areas, especially the flat metal roof over the second floor.













## 3. Window leaks:

Many of the window leaks has stained, and/or damaged the sheetrock. Because of the water infiltration, it is recommended to investigate possible mold growth inside the wall cavities.







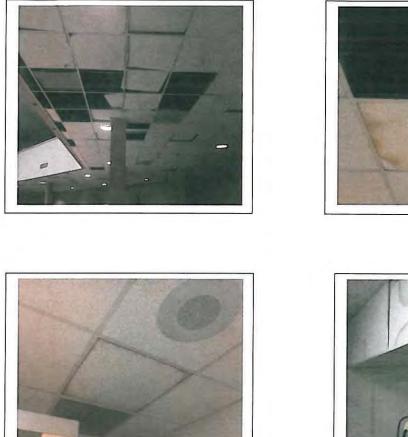


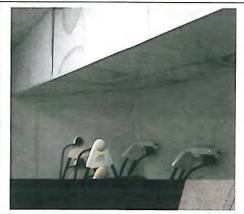




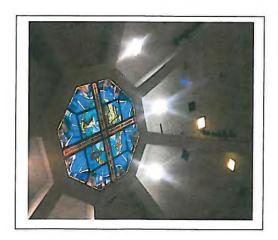
4. Condition of the suspended ceiling tiles:

The pictures below are typical of the stained, damaged, or missing ceiling tiles throughout the facility.





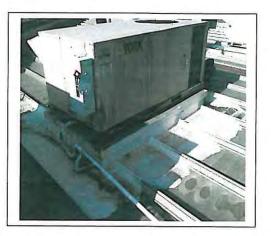




5. Condition of the building's HVAC system:



Missing fan guards. Safety hazard.



Typical package unit on the roof.

# Mechanical Inspection:

 The roof has a total of 11 package units with a combined total of approximately 185 tons. The units are in poor condition and use R-22 refrigerant. The majority of the units are from the original construction, which was built in 1998. At least, two units are currently down and are in need of repair/replacement. (A couple of the units were replaced after Hurricane Ivan in 2004.) A small stand alone package unit is being used to either cool, or supplement the package unit serving the computer room.



# 5. Condition of the building's HVAC system (Continued):.

# Mechanical Inspection (Continued):

- There are two exhaust fans on the back of the roof which are in fair condition with broken belts. One fan motor was running, and the other wasn't.
- The drains on the package units were reported to have an ongoing problem of clogging up.
- The duct work is internally insulated. The condition of the liner is unknown at this time due to age and water issues.
- Return air grills for the A/C units are dirty and need cleaning.
- Exhaust fans and grills need cleaning.
- The operation of the fire dampers could not be determined.
- Wall thermostats have been disconnected and return air thermostats are currently being used. No DDC controls are used on the A/C equipment.
- Two of the water coolers were not working, and two had a low water flow.

# 6. Condition of the kitchen equipment:

- 1993 Manitowoc ice machine doesn't work, and needs to be replaced. (HP81 refrigerant). Poor condition.
- Only one of the reach in freezer/refrigerators works. (R-404 refrigerant).





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- 6. Condition of the kitchen equipment (Continued):
  - South bend stove and convection oven. Poor condition.



• Dishwasher functionality is questionable.



Electrical Inspection:

- Hood fans inoperative.
- Most of the equipment did not come on with switches (Possibly, the breakers are turned off).
- Extension cords are feeding the electrical receptacles on island.

# Additional Items Noted:

## Electrical:

## Gymnasium:

- Several emergency light fixtures inoperable (probably would need to replace batteries in all emergency fixtures)
- There are several lights not working above and below the balcony.

# 2<sup>nd</sup> Floor:

- Numerous lamps are out in the light fixtures.
- There are insufficient electrical receptacles throughout entire area by the current electrical code requirements.
- The light switch in Room 203 does not work.
- All emergency/exit lights need to be checked. (Probably, a bad battery is the cause in most of them.)
- In Room 213, the pottery kiln requires a dedicated 208 volt circuit to be up to code.

## Daycare Area

• Lamps are out in several fixtures.

## Plumbing Inspection:

• Several of the lavatories have rust around the bottom of the rim.



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# Plumbing Inspection (Continued):

• One of the west side roof drains has risen up from the ground, and the pipe is busted.



# Structural Inspection:

- The balcony has a glass hand rail.
- The stage is high and does not have a handrail.



## Fire Alarm and Fire Sprinkler System:

- The sprinkler riser had the annual inspection performed, but no quarterly inspections were performed, according to the tags on the riser. No defects or problems with the riser were noted.
- 2) The kitchen range hood had its annual inspection performed, but no semi-annual inspections. No defects or problems with the range hood were noted. Could not verify that the hood suppression system was connected to the fire alarm. (May not have been a code requirement at the time it was installed.)
- 3) The Fire Alarm System is old, but appeared operational and did not have any troubles on it at the time of the inspection. The annual inspection is current. No defects or problems with the system were noted. However, there are several different models of smoke detectors used throughout the building.

# House:

# Mechanical Inspection:

- Ceiling grills have condensation. Garage grills are rusting.
- Ceiling is dirty around grill.
- A 4-ton unit serves the house with a duct board plenum system. R-22 refrigerant. Fair condition.



• Line set missing insulation on the exterior.

# Electrical Inspection:

- Needs new electrical service.
- Needs weather proof covers on outside receptacles.
- Flood light fixtures need to be replaced. NE corner has broken bulbs.
- Smoke detectors need to be replaced.

# House (Continued):

# Plumbing Inspection:

• The Septic Tank is not working. Raw sewage is ponding on top of ground.





Brownsville Assembly of God Gymnasium, 3100 West Desoto Street



Brownsville Assembly of God House, 3210 West Gonzalez Street

### TWO PARCELS OF PROPERTY OWNED BY BROWNSVILLE ASSEMBLY OF GOD / TOTAL ACREAGE = 3.81





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT LWG 02/15/13 DISTRICT 3 MULTI-MEDIA CENTER FACILITY PARCEL / APPROXIMATELY 1.72 ACRES PARCEL LYING NORTH OF MULTI-MEDIA CENTER FACILITY / APPROXIMATELY 2.09 ACRES / HAS OLDER RESIDENTIAL STRUCTURE LOCATED ON IT



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5270		County Administrator's Report	12. 22.
BCC Regular Me	eeting	Budget & Finance	Consent
Meeting Date:	11/21/2013		
	Acquisition of Real Proper Project	ty Located on Caro Street for Ensley	/ Drainage
From:	Joy D. Blackmon, P.E.		
Organization:	Public Works		
CAO Approval:			

### **RECOMMENDATION:**

Recommendation Concerning the Acquisition of Real Property Located on Caro Street for the Ensley Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of four contiguous parcels of real property (totaling approximately 0.42 acres), located on Caro Street from JM Goodson, LLC, and Tracy L. and Tamron L. Goodson:

A. Authorize the purchase of two contiguous parcels of real property located on Caro Street (totaling approximately 0.33 acres), for the appraised value of \$53,400, from JM Goodson, LLC, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Authorize the purchase of two contiguous parcels of real property located on Caro Street (totaling approximately 0.09 acres), for the appraised value of \$6,000, from Tracy L. Goodson and Tamron L. Goodson, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

C. Approve and authorize the Chairman to sign the two Contracts for Sale and Purchase for the acquisition of four contiguous parcels of real property (totaling approximately 0.42 acres), located on Caro Street from JM Goodson, LLC, and Tracy L. and Tamron L. Goodson; and

D. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of these properties without further action of the Board.

[Funding Source: Fund 352, "LOST III," Accounts 210107/56101/56301, Project No. 08EN0313]

### BACKGROUND:

The County has a project in design to make stormwater drainage and road improvements in the Ensley area. The design indicates a need for additional property in the Caro Street Pond area of Ensley for stormwater retention purposes.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with J. L. Goodson, LLC, and Tracy L. and Tamron L. Goodson to acquire four contiguous parcels of real property they own on Caro Street. Tracy and Tamron Goodson are the corporate officers of J. L. Goodson, LLC.

Staff had an appraisal performed by Brantley & Associates dated November 16, 2012, which placed a total value for the four parcels of \$59,400. The owners indicated that they were amenable to accepting this amount. Staff prepared and the property owners agreed to the terms and conditions contained in the two Contracts for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contracts for Sale and Purchase include an offer to purchase the property for the total appraised value of \$59,400, with the owners/sellers being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board approval of this acquisition and the Contracts for Sale and Purchase.

### **BUDGETARY IMPACT:**

Funding for this acquisition is available in Fund 352, "LOST III," Accounts 210107/56101/56301, Project No. 08EN0313.

### LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

### 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 maintain compliance with Section 46-139 of the County Codes.

### Attachments

contract for LLC contract for Tracy L and Tamron L Goodson <u>Title Work</u> <u>Property Info</u> <u>Checklist</u> <u>Aerial Map</u>

### CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between JM Goodson, LLC, a Florida limited liability company, whose address is 3553 Don Janeal Road, Pensacola, Florida 32526 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_\_, 2013.

2. PURCHASE PRICE; PAYMENT. The purchase price is Fifty Three Thousand Four Hundred Dollars (\$53,400) payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Seller); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

<u>TO BUYER:</u> Office of the County Engineer Real Estate Division 3363 West Park Place Pensacola, Florida 32501 TO SELLER: JM Goodson, LLC. 3353 Don Janeal Road Pensacola, FL 32526

<u>WITH A COPY TO:</u> Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

### THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

### SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

### **ESCAMBIA COUNTY, FLORIDA by and** through its duly authorized BOARD OF COUNTY COMMISSIONERS

Pam Childers ATTEST: Clerk of the Circuit Court

A State of the second second second second

Gene M. Valentino, Chairman

Deputy Clerk

Bloce approved approved as to torm
and legal sufficiency.
By Schleit
Title Ast. County Attoms
Date NOV. 1, ZUIS
nan.m
Witness Jessica Brooks
Print Name Cald
Witness Emily Caldwell
Print Name ()

Date:

SELLER:

JM Goodson, LLC, a Florida limited liability company

By: \_\_\_\_\_ Tracy L. Goodson, Managing Member

Date: 10-11-13

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this  $\underline{11}$  day of  $\underline{OCTOBER}$ , 2013, by Tracy L. Goodson, Managing Member of JM Goodson, LLC. He (\_\_) is personally known to me, ( >> produced current FL. DRIVER'S LICENSE as identification.

(Notary Seal)



5

Lary Scolui Signature of Notary Public

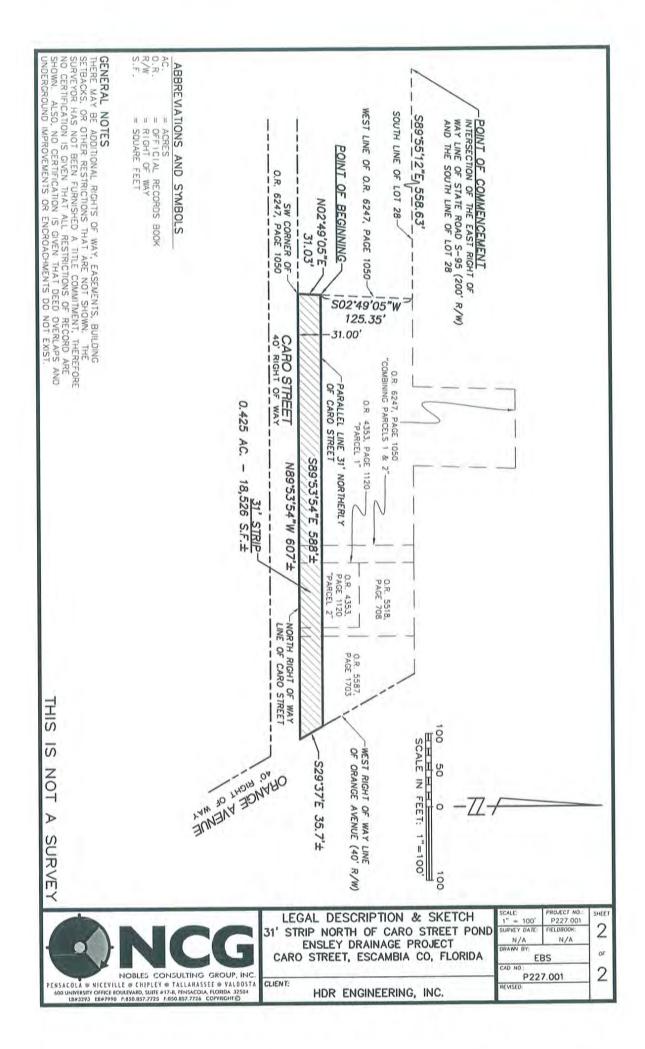
### Exhibit "A"

A 31 foot strip of land, lying in Section 11, Township 1 South, Range 30 West, Escambia County, Florida being more particularly described as follows:

That part of the following:

Commence at the intersection of the east right of way line of State Road S-95 (200' R/W) and the south line of Lot 28 of the subdivision of a portion of Section 11. Township 1 South, Range 30 West, Escambia County, Florida, as recorded in Plat Deed Book 102 at Page 487 of the Public Records of said County; thence go South 89 degrees 55 minutes 12 seconds East along the south line of said Lot 28 for a distance 558.63 feet to the west line of that parcel of land described in Official Records Book 6247, Page 1050; thence leaving said south line, along said west line, run South 02 degrees 49 minutes 05 seconds West, a distance of 125.35 feet to the POINT OF BEGINNING, lying North 02 degrees 49 minutes 05 seconds East, a distance of 31.03 feet of the southwest corner of said parcel and lying on a line 31 feet northerly of, and parallel to, the north right of way line of Caro Street (40' R/W); thence leaving said west line, along said parallel line, run South 89 degrees 53 minutes 54 seconds East, a distance of 588 feet, more or less, to the west right of way line of Orange Avenue (40' R/W); thence leaving said parallel line, along said west right of way line, run South 29 degrees 37 minutes East, a distance of 35.7 feet, more or less, to the north right of way line of Caro Street; thence leaving said west right of way line, along said north right of way line, run North 89 degrees 53 minutes 54 seconds West, a distance of 607 feet, more or less, to the southwest corner of said parcel; thence leaving said north right of way line, along the west line of said parcel, run North 02 degrees 49 minutes 05 seconds East, a distance of 31.03 feet to the POINT OF BEGINNING, containing 0.425 acres (18,526 feet), more or less.

Lying within the boundaries of that certain property as described in Official Record Book 7064 at Page 376 and Official Record Book 6972 at Page 870 of the public records of Escambia County, Florida.



PARCEL # 1

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number	- 25698
Project:	- Caro Pond

Effective Date: May 10, 2013 at 8:00 a.m.

1. Policy or policies to be issued:

A. ALTA Owners 2006 with Florida Modifications

OWNER'S: \$ To Be Determined

PROPOSED INSURED: ESCAMBIA COUNTY, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

JM Goodson, LLC, a Florida limited liability company by that certain Warranty Deed recorded in Official Records Book 6972, Page 870.

3. The land referred to in this Commitment is described as follows:

A Portion of Section 11, Township 1 South, Range 30 West, Escambia County, Florida, as described on a Boundary Survey Legal Description acceptable to American Government Services Corporation and Escarosa Land Research, LLC, to be furnished by Escambia County, Florida, and being a portion of Parcel No. 11-1S-30-30-1202-001-003.

COUNTERSIGNED:

#### PARCEL # 2 UPDATED

## COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File	Number
Proj	ect:

- 25699 - Caro Pond

Effective Date:

September 13, 2013 at 8:00 a.m.

1. Policy or policies to be issued:

A. ALTA Owners 2006 with Florida Modifications

OWNER'S: \$ To Be Determined

PROPOSED INSURED: ESCAMBIA COUNTY, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested In:

JM Goodson, LLC, a Florida limited liability company, by that certain Quit Claim Deed recorded in Official Records Book 7064, Page 376.

3. The land referred to in this Commitment is described as follows:

A Portion of Section 11, Township 1 South, Range 30 West, Escambia County, Florida, as described on a Boundary Survey Legal Description acceptable to American Government Services Corporation and Escarosa Land Research, LLC, to be furnished by Escambia County, Florida, and being a portion of Parcel No. 11-1S-30-30-1202-000-003.

COUNTERSIGNED: M. Course die

### CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Tracy L Goodson and Tamron L. Goodson, husband and wife, whose address is 3353 Don Janeal Road, Pensacola, FL 32526 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_\_, 2013.

2. PURCHASE PRICE; PAYMENT. The purchase price is Six Thousand Dollars (\$6,000) payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Sellers); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. BROKERS. Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Sellers shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

<u>TO BUYER:</u> Office of the County Engineer Real Estate Division 3363 West Park Place Pensacola, Florida 32501

<u>WITH A COPY TO:</u> Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502 TO SELLERS: Tracy L. Goodson 3553 Don Janeal Road Pensacola, FL 32526

Tamron L. Goodson 3353 Don Janeal Road Pensacola, FL 32526

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

CONDEMNATION. Sellers convey by sale the Property for public use and waive 26. any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers Clerk of the Circuit Court

BCC Approved:

Gene M. Valentino, Chairman

Deputy Clerk

Date: \_\_\_\_\_

This document approved as to form and legat sofficiency.

By Soulert Title Aut, County Attoney Date MUV. 1, 2013

SELLERS:

Tracy L. Goodson

Witness -125510 Print Name 11 Witness-UN Print Name

10.11.13 Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11 day of OCTOBER 20/3, by Tracy L. Goodson. He is personally known to me, ( produced current LICENSE as identification. FL, DRIVERS

(Notary Seal)

LARRY GOODWIN Comm# DD967617 Expires 5/17/2014 Florida Notary Assn., Inc. FOFAS

um

Signature of Notary Public

LARRY COODWIN

Printed Name of Notary Public

Witness RSSI Print Name Witness adwel MI Print Name

Tamron L. Goodson

Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

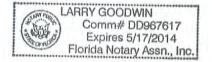
The foregoing instrument was acknowledged before me this <u>11</u> day of <u>OCTOBER</u> 20<u>13</u>, by Tamron L. Goodson. She (Dis personally known to me, Diroduced current FL. DRIVERS LICENSE as identification.

(Notary Seal)

× ann 0

LERRY GODD WIN

Signature of Notary Public



Printed Name of Notary Public

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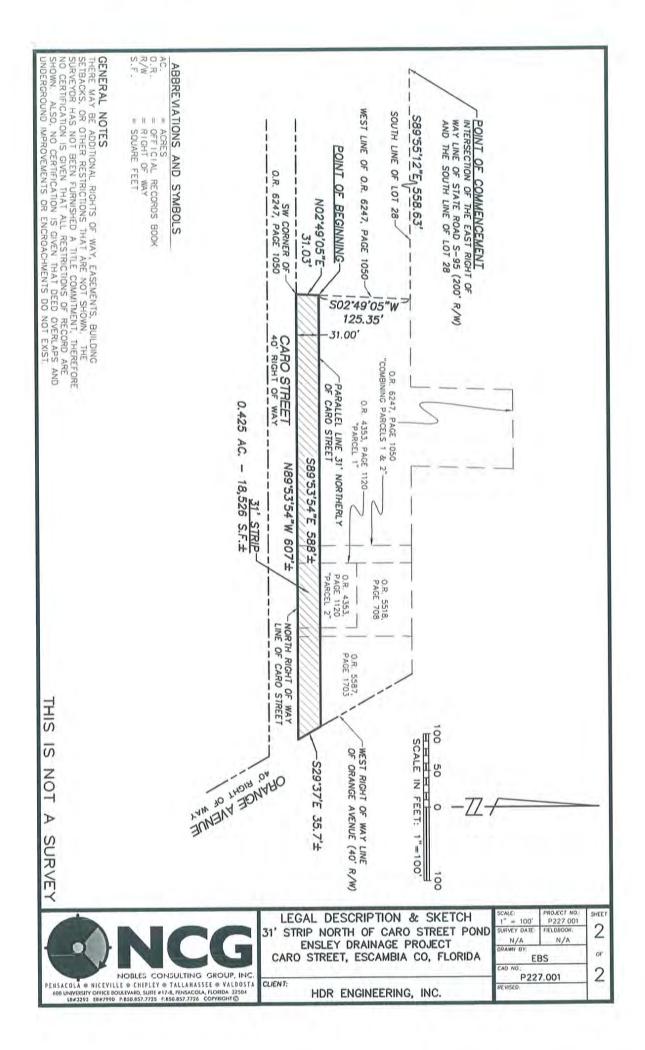
#### Exhibit "A"

A 31 foot strip of land, lying in Section 11, Township 1 South, Range 30 West, Escambia County, Florida being more particularly described as follows:

That part of the following:

Commence at the intersection of the east right of way line of State Road S-95 (200' R/W) and the south line of Lot 28 of the subdivision of a portion of Section 11, Township 1 South, Range 30 West, Escambia County, Florida, as recorded in Plat Deed Book 102 at Page 487 of the Public Records of said County; thence go South 89 degrees 55 minutes 12 seconds East along the south line of said Lot 28 for a distance 558.63 feet to the west line of that parcel of land described in Official Records Book 6247, Page 1050; thence leaving said south line, along said west line, run South 02 degrees 49 minutes 05 seconds West, a distance of 125.35 feet to the POINT OF BEGINNING, lying North 02 degrees 49 minutes 05 seconds East, a distance of 31.03 feet of the southwest corner of said parcel and lying on a line 31 feet northerly of, and parallel to, the north right of way line of Caro Street (40' R/W); thence leaving said west line, along said parallel line, run South 89 degrees 53 minutes 54 seconds East, a distance of 588 feet, more or less, to the west right of way line of Orange Avenue (40' R/W); thence leaving said parallel line, along said west right of way line, run South 29 degrees 37 minutes East, a distance of 35.7 feet, more or less, to the north right of way line of Caro Street; thence leaving said west right of way line, along said north right of way line, run North 89 degrees 53 minutes 54 seconds West, a distance of 607 feet, more or less, to the southwest corner of said parcel; thence leaving said north right of way line, along the west line of said parcel, run North 02 degrees 49 minutes 05 seconds East, a distance of 31.03 feet to the POINT OF BEGINNING, containing 0.425 acres (18,526 feet), more or less.

Lying within the boundaries of that certain property as described in Official Record Book 5587 at Page 1703 and Official Record Book 5518 at Page 708 of the public records of Escambia County, Florida.



### PARCEL # 3

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number	- 25700
Project:	- Caro Pond

Effective Date: May 10, 2013 at 8:00 a.m.

1. Policy or policies to be issued:

A. ALTA Owners 2006 with Florida Modifications

OWNER'S: \$ To Be Determined

PROPOSED INSURED: ESCAMBIA COUNTY, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

Tracy L. Goodson and Tamron L. Goodson, as Joint Tenants With Full Right Of Survivorship And Not As Tenants In Common, by that certain Warranty Deed recorded in Official Records Book 5518, Page 708.

3. The land referred to in this Commitment is described as follows:

A Portion of Section 11, Township 1 South, Range 30 West, Escambia County, Florida, as described on a Boundary Survey Legal Description acceptable to American Government Services Corporation and Escarosa Land Research, LLC, to be furnished by Escambia County, Florida, and being a portion of Parcel No. 11-15-30-30-1202-000-001.

COUNTERSIGNED

#### PARCEL#4

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number	- 25701	
Project:	- Caro Pond	

Effective Date: May 10, 2013 at 8:00 a.m.

1. Policy or policies to be issued:

A. ALTA Owners 2006 with Florida Modifications

OWNER'S: \$ To Be Determined

PROPOSED INSURED: ESCAMBIA COUNTY, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

Tracy L. Goodson and Tamron L. Goodson, husband and wife, by that certain Warranty Deed recorded in Official Records Book 5587, Page 1703.

3. The land referred to in this Commitment is described as follows:

A Portion of ALL of Block 92, in the subdivision of Ensly as recorded in Deed Book 87, at Page 244, Section 11, Township 1 South, Range 30 West, Escambia County, Florida, as described on a Boundary Survey Legal Description acceptable to American Government Services Corporation and Escarosa Land Research, LLC, to be furnished by Escambia County, Florida, and being a portion of Parcel No. 11-15-30-30-1901-001-092.

COUNTERSIGNED:

### PARCEL # 1

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number	- 25698
Project:	- Caro Pond

Effective Date: May 10, 2013 at 8:00 a.m.

### **1.** Policy or policies to be issued:

A. ALTA Owners 2006 with Florida Modifications

OWNER'S: \$ To Be Determined

PROPOSED INSURED: ESCAMBIA COUNTY, a political subdivision of the State of Florida

# 2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

JM Goodson, LLC, a Florida limited liability company by that certain Warranty Deed recorded in Official Records Book 6972, Page 870.

### 3. The land referred to in this Commitment is described as follows:

A Portion of Section 11, Township 1 South, Range 30 West, Escambia County, Florida, as described on a Boundary Survey Legal Description acceptable to American Government Services Corporation and Escarosa Land Research, LLC, to be furnished by Escambia County, Florida, and being a portion of Parcel No. 11-1S-30-30-1202-001-003.

COUNTERSIGNED

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1

File Number - 25698

### The following requirements to be complied with:

- 1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
- 2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
  - A) Warranty Deed from JM Goodson, LLC, a Florida limited liability company to Escambia County, a political subdivision of the State of Florida; conveying the land described in Schedule "A".
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.
- 5. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there does not exist pending assessments or liens, against the property not shown by the Public Records.
- 6. Written evidence, from appropriate governmental authorities, that City and County Special Assessments Liens, and water, sewer and trash removal charges, if any, have been paid.
- 7. Proof of payment, satisfactory to the Company, of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.
- 8. Present for examination a certified copy of the articles of organization and regulations of JM Goodson, together with any amendments or modifications thereto, certified by the Department of State.
- 9. Affidavit in recordable form executed by authorized officer of JM Goodson, LLC, indicating the current manager(s) as well as his/her authority to convey the subject property on behalf of said limited liability company in accordance with the Articles of Organization.

Note: The company reserves the right to make additional requirements or exceptions upon review of the documentation produced in compliance with the above requirements.

- 10. Secure proof that JM Goodson, LLC is and active LLC with the Department of State.
- 11. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1 CONTINUED

File Number - 25698

- 12. Partial Release of that certain Mortgage executed by JM Goodson, LLC a Florida limited liability company, and Tracy L. Goodson and Tamron L. Goodson, husband and wife, in favor of Gulf Coast Community Bank, dated February 5, 2013 and recorded on February 8, 2013 in Official Records Book 6972, Page 872, of the Public Records of Escambia County, Florida, in the original principal amount of \$560,770.57.
- 13. Partial Release of that certain Mortgage executed by JM Goodson, LLC a Florida limited liability company, and Tracy L. Goodson and Tamron L. Goodson, husband and wife, in favor of Gulf Coast Community Bank, dated February 5, 2013 and recorded on February 8, 2013 in Official Records Book 6972, Page 882, of the Public Records of Escambia County, Florida, in the original principal amount of \$560,770.57.

**REAL ESTATE TAX INFORMATION:** 

Property Appraiser's Parcel ID Number / Tax Collector's Account Number:

111530--1202-001-003 / 02-0494-175; Taxes for 2012 were paid in the amount of \$966.54.

Gross Taxes are \$996.43. Current Assessment is \$63,745.00. No Delinquent Taxes.

NOTE: All items under Schedule B-1 to be deleted at closing upon satisfaction of all requirements set forth herein.

The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2

File Number - 25698

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.
- 7. Taxes for the year 2013 and subsequent years, which are not yet due and payable. NOTE: The Proposed Insured will be Exempt during its period of ownership.
- 8. Any county and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
- 9. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 CONTINUED

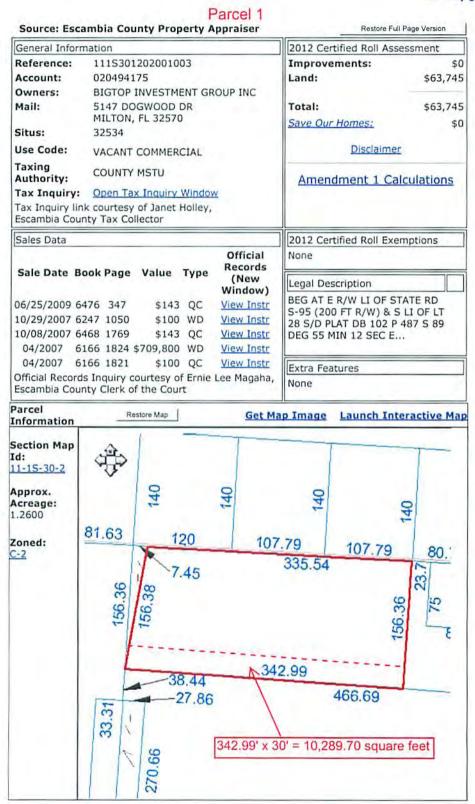
File Number - 25698

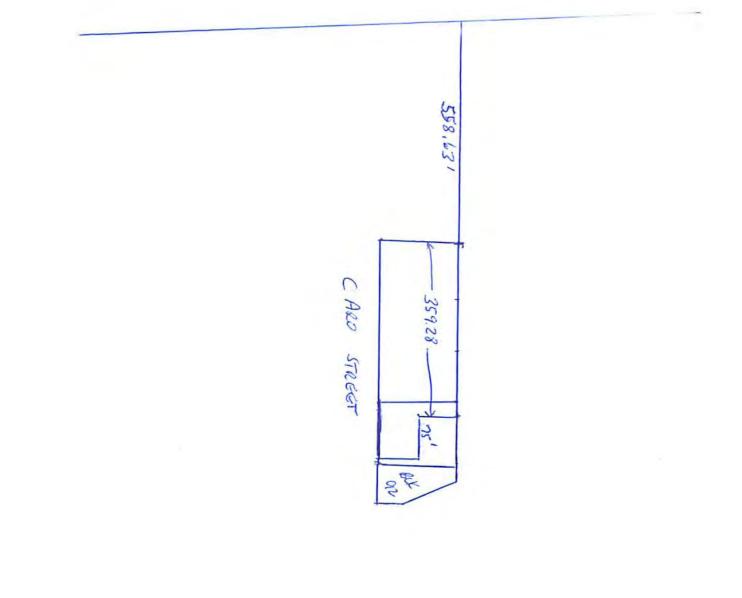
- 11. Subject to right of way of Caro Street.
- NOTE: Items 1, 2, 5, 8 and 9 will be deleted upon receipt of fully executed affidavits regarding the issues raised in said items.

NOTE: Items 3 and 4 will be deleted upon receipt of a satisfactory survey.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Commonwealth Land Title Insurance Company Regional Office, 2400 Maitland Center Parkway, Maitland, Florida 32751. Telephone 877-947-5483.

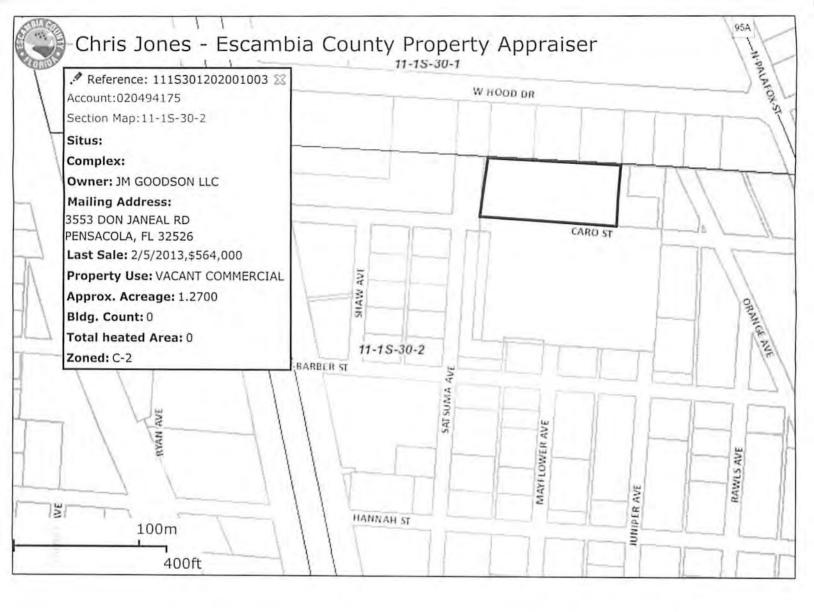
#### #040713





Escambia County Property Appraiser 111S301202001003 - Full Legal Description

BEG AT E R/W LI OF STATE RD S-95 (200 FT R/W) & S LI OF LT 28 S/D PLAT DB 102 P 487 S 89 DEG 55 MIN 12 SEC E 558 63/100 FT FOR POB CONT ALG S LI OF LT 28 S 89 DEG 55 MIN 12 SEC E 359 28/100 FT S 0 DEG 6 MIN 6 SEC W 156 34/100 FT TO NLY R/W LI OF CARO ST (40 FT R/W) N 89 DEG 53 MIN 54 SEC W ALG NLY R/W LI OF CARO ST 366 69/100 FT N 2 DEG 49 MIN 5 SEC E 156 38/100 FT TO POB LESS E 23 70/100 FT OR 6972 P 870



# Escambia County Tax Collector

#### Tax Record

Last Update: 4/11/2013 8:02:57 AM CDT

#### Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

02-0494-175	REAL ESTATE	2012
Mailing Address	Property Address	
BIGTOP INVESTMENT GROUP INC	C	
5147 DOGWOOD DR		
MILTON FL 32570	GEO Number	
	111530-1202-001-003	
See Below	See Below	
Exemption Detail Mi	llage Code Escrow	Code
NO EXEMPTIONS 06		
Legal Description (click for f	ull description)	
111S30-1202-001-003 0 BEG AT E	R/W LI OF STATE RD S-95 (200	FT R/W) &
S LI OF LT 28 S/D PLAT DB 102	P 487 S 89 DEG 55 MIN 12 SEC	E 558
63/100 FT FOR POB CONT ALG S L		

Assessed Exemption Taxable Taxes Taxing Authority Rate Value Amount Value Levied 0 \$63,745 \$444.65 63,745 COUNTY 6.9755 PUBLIC SCHOOLS 63,745 0 \$63,745 \$143.30 2.2450 By Local Board 63,745 \$351.23 0 \$63,745 5.5100 By State Law \$43.67 \$62,745 63,745 0 0.6850 SHERIFF \$63,745 \$2.55 0.0400 63,745 0 WATER MANAGEMENT \$985.40

Total Millage

28/100 FT See Taz Roll For Extra Legal

15.4585

Total Taxes

Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$11.03

Total Assessments \$11.03

Taxes & Assessments \$996.43

\$0.00

Date Poid	Young com			second Para
12/31/2012	PAYMENT	9807160.0001	2012	\$966.54
NO DELIN	QUENT TAXES			
Alexandra and an	· · ·			and a second of the second

	Stamps \$3948.00
• •	• •
Warranty Deed	
This Indenture, made, February 5, 2013 A.D. Between Bigtop Investment Group, Inc. whose post office add Drive, Milton, FL 32570 a corporation existing under Florida, Grantor and JM Goodson, LLC, a Florida L whose post office address is: 3553 Don Janeal Road, F	the laws of the State of Imited Liability Company
Witnesseth, that the said Grantor, for an paid by the said Grantee, the receipt whereof is here following described land, situate, lying and being in th	nd in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand by acknowledged, has granted, bargained and sold to the said Grantee forever, the te County of Escambia, State of Florida, to wit:
SEE ATTACHED	
Subject to taxes for the current	l year, covenants, restrictions and easements of record, if any.
Parcel Identification Number: 111S3011010302	80 and 1115301202001003
crsons whomsoever.	arrant the title to said land, and will defend the same against the lawful claims of all r has caused this instrument to be executed in its name by its duly authorized officer year first above written. Bigtop Investment Group, Inc., a Florida Corporation
Signed and Sealed in Our Presence:	By: <u>In ann hours</u> Marvin L Woodpiff, Its President
	Tracy Goodson, Vice-President
N-E REAT	
1- 5 KEIT Munom E. For enorten 2 Ungela & Donds	Tracy Goodson, Vice-President By:
Angela & Sonds	Tracy Goodson, Vice-President By:
Angela & Bonds The of Florids County of Escambia The foregoing instrument was acknowledged before me Boodson, Vice President and Ronald D. Strobo, Secret	Tracy Goodson, Vice-President By:

Prepared by: Wilson, Harrell, Farrington, Ford, et.al., P.A., 307 South Palafox Street Pensacola, Florida 32502

File Number: 1-47646

Agent's File Number: 1-47646

#### Schedule A

PARCEL 1 (OFFICIAL RECORDS BOOK 4353, PAGE 1121)

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD S-95 (200 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF LOT 28 OF THE SUBDIVISION OF A PORTION OF SECTION 11, TOWNSHIP I SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN DEED BOOK 102, AT PAGE 487, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 28 FOR 558.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF LOT 28, SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 359.28 FEET; THENCE GO SOUTH 00 DEGREES 06 MINUTES 12 SECONDS WEST A DISTANCE OF 156.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY), THENCE GO NORTH 89 DEGREES 53 MINUTES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET A DISTANCE OF 156.38 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA. (LESS AND EXCEPT THE EAST 23.70 FEET.)

PARCEL 2 (OFFICIAL RECORDS BOOK 5234, PAGE 1160)

THAT PORTION OF LOT 28, SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN DEED BOOK 102, AT PAGES 487 AND 579, OF THE PUBLIC RECORDS OF SAID COUNTY, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 28 AND THE EAST RIGHT OF WAY LINE OF THE NEW LOCATION OF STATE ROAD NO. 95; THENCE SOUTH 88 DEGREES 03 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT 28 A DISTANCE OF 678.63 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 03 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT 28 A DISTANCE OF 678.63 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 03 MINUTES EAST 140.0 FEET; THENCE NORTH 1 DEGREES 57 MINUTES EAST 140.0 FEET; THENCE NORTH 88 DEGREES 03 MINUTES WEST 140.0 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (COMBINING PARCEL 1 AND PARCEL 2)

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD S-95 (200 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF LOT 28 OF THE SUBDIVISION OF A PORTION OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN DEED BOOK 102, AT PAGE 487, OF THE PUBLIC RECORDS OF SAID COUNTY: THENCE GO SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 28 FOR A DISTANCE OF 558.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF LOT 28 FOR A DISTANCE OF 120.00 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 28 GO NORTH 01 DEGREES 57 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 140.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST HOOD DRIVE (RIGHT OF WAY UNKNOWN); THENCE GO SOUTH 88 DEGREES 03 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID WEST HOOD DRIVE FOR A DISTANCE OF 107.79 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO SOUTH 01 DEGREES 57 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 140.00 FEET TO THE SOUTH LINE OF SAID LOT 28; THENCE GO SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 28 FOR A DISTANCE OF 107.79 FEET; THENCE DEPARTING SAID SOUTH LINE OF LOT 28 GO SOUTH 00 DEGREES 06 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 156.36 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY); THENCE GO NORTH 89 DEGREES 53 MINUTES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET FOR A DISTANCE OF 342.99 FEET; THENCE GO NORTH 02 DEGREES 49 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 156.38 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 11, TOWNSHIP I SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

# Notice

## Effective June 1, 2004

Pursuant to Florida Senate Bill 2962, Section 28.24(12)(e) of the Florida Statutes, an additional service charge of **\$4 per page** shall be paid to the Clerk of the Circuit Court for each instrument listed in s. 28.222, and recorded in the Official Records, with the exception of Lis Pendens.

Please read this notice or consult the Senate Bill 2962 for more information on this change.

# Escambia County Florida Clerk of the Circuit Court Official Records Search ONCORE

#### INSTRUMENT

Instrument	2013009289	Date	02/08/2013
Book	6972	Time	9:19 AM
Page	872	Transfer Amt	\$.00
Pages	10	Finance Amt	\$560,770.57
Misc	\$.00	Doc Stamps	\$.00
Document Code		Intangible Tax	\$.00
Document Type	MORTGAGE	Recording Fee	\$.00
Legal	SEC 11 TWN 1S RNG 30W		

**Addtl Comments** 

Case Number

#### GRANTORS

- 1 JM GOODSON LLC
- 2 GOODSON TRACY L
- 3 GOODSON TAMRON L

### GRANTEES

**1 GULF COAST COMMUNITY BANK** 

### **RELATED INSTRUMENTS**

None

### **DOCUMENT IMAGE**



No Document Image Found -- Available on Microfilm only

[Search Again]

## INTERNET IMAGE REDACTION REQUEST FORMS

Public Records - Social Security Number / Bank Account Removal Request

Public Records - Military Discharge Removal Request

Public Records - Official Records Internet Image Removal Request

### FLORIDA LAW AND PUBLIC RECORDS

Florida Statute Chapter 119 Public Records

Florida Statute 817.568 Criminal Use of Personal Identification Information

Instrument #2013009289, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$86.50 MTG Stamps \$1962.80 Int. Tax \$1121.54

ge.50

**RECORDATION REQUESTED BY:** Guil Coast Community Bank Cordova 1177 Collega Boulevard Pensacola, FL 32504

WHEN RECORDED MAIL TO: Gulf Coast Commun'ty Bank Downtown Branch 40 N Palafox Stre Pensacola, FL 32502

SEND TAX NOTICES TO: Gulf Coast Community Bank Downtown Branch 40 N Palafox Street Pensacola, FL 32502

This Mortgage prepared by:

Name: P. Sumrall, AVP Loan Administration Company: Gult Coast Community Bank Address: 1177 College Boulevard, Pensacola, FL 32504 68 H



#### MORTGAGE

#### FUTURE ADVANCES

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$1,126,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated February 5, 2013, is made and executed between JM Goodson LLC, a Florida Limitied Liability Company whose address is 3553 Don Janeal Rd, Pensacola, FL 32526, as to Parcel 1 and Parcel 2; and Tracy L. Goodson and Tamron L. Goodson, husband and wife, whose address is 3553 Don Janeal Rd. Pensacola, FL 32526, as to Parcel 3 (referred to below as "Grantor") and Gulf Coast Community Bank, whose address is 1177 College Boulevard, Pensacola, FL 32504 (referred to below as "Lender").

GRANT OF MORTGAGE For valuable consideration, Grantor mortgages to Lender at of Grantor's right, lifte, and interest in and to the following described real property, together with all existing or subsequently created or afficial buildings, improvements and following described real property, together with all existing or subsequently created or afficial buildings, improvements and following described real property, together with all existing or subsequently created or afficial buildings, improvements and following described real property and apputenances, all watter water rights, watercourses and doth rights (including stock in dilutes with dilch or imgation rights), and all other rights, royatiles, and profits testing to the real property including without limitation at mercals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth

The Real Property or its address is commonly known as 93 Hood Dr. Pensacola, FL 32534 and 8813 N. Palafox St. Pensacola, FL 32534. The Real Property tax identification number is 11-15-30-1101-030-280. 11-15-30-1202-001-003 and 11-15-30-1901-006-091.

Granter presently assigns to Londor all of Granter's right, tille, and interest in and to all present and future leaves of the Property and all Rents from the Property - In addition. Granter grants to Lender 4 Uniform Commercial Code security interest in the Porsmal Property and

FUTURE ADVANCES in addition to the Note this Multipage services at biline advances made by Lender to Borrower whether or not the advances are made pursuant to a commitment. Specifically, without instation, this Mortgage services in addeen to the amounts specified in the Note all future amounts Lander in an discrition may san to Borrower within bytenty (20) years of the date of this Mortgage together with all interest thereon, however in no event shall such future advances (eaclyding interest) exceed in the aggregate \$1,126,000.00

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY. IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE, THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS

GRANTOR'S WAIVERS. Grantor waves all rights or defenses arising by maker of any "one action" or "anti deficiency" low or any other law which may prevent Lender from temping any action against Grantor, including a claim for deficiency to the extent Londer is otherware included to a claim for reficiency, before or after center's commencement or completion of any forechouse action, other judically or by

CRANTOR'S REPRESENTATIONS AND WARRANTIES. Granter warrants that just mis Martgage is created at Bottower's request and not at the request of Lender. (b) Galactic has the full power right and adjustic to enter due this Martgage and to hypotheside the property. (c) the provisions of this Martgage do not confect with a result in a default under any agreement of other estimated being upon Social and continuit and worklos of any like regulation creat device on other applicable to Granter the Martgage and (c) Londer has established upon Social and continuit and worklos of any like regulation creat device control endors for any interview and (c) Londer has established adjuster many of obtaining from Burrower on a continuing base information above Borrower's formation and (c) Londer has reade to traveline and the Granter above Borrower's formation above Borrower's formation and (c) Londer has reade to traveline to Granter above Borrower (c) existing without imitation the creative/broks of Borrower's travelines.

PAYMENT AND PERFORMANCE. Is condition otherware provided in this Mindgage Alexander which pay full evolve as industrialized excepted the two Montgages as at Euconomics data, and Euconomics data and Euconomics and Euconomics data and Euconomics and the two functions.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Isotroam and Granter agree that Inversery and Anarhora processes and use of

the Purporty shall be growing by the following provisions Possession and Use synth it a residence of an Execution Statistic Statistics of a manage of protocology and a second of the Brighters



Loan No: 5008291-1

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Marger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lende

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vasted in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or fiability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by

DEFINITIONS. The following capitalized words and terms shall have the following mean gs when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in tawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Morigage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means JM Goodson LLC and includes all co-signers and co-makers signing the Note and all their

successors and assigns Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances Environmental Laws. The words "Environmental Laws" mean any and all state, tederal and tocal statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986. Pub L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or fordered laws, price or regulations adorated nursuant thereto. federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Granter. The word "Granter" means JM Goodson LLC, Tracy L. Goodson and Tamron L. Goodson.

Guaranter. The word "Guaranter" means any guaranter, survey, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guaranter to Lender, including without limitation a guaranty of all or part of

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or the Note. physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment wher, improperly used, treated, stored, disposed of, generaled, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their vary broadest sense and include without limitation any and all hazardous or toxic substances, malenals or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and exponses payable under the Note incessences. The word indeptendences means as principal, interest, and other amounts, costs and exponses payable under the vote or Related Documents, logether with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation. Indebtedness includes the future advances set forth in the Future Advances provision of this Morigage. together with all interest thereon

Lender. The word "Lender" means Gulf Coast Community Bank, its successors and assigns

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender

Note. The word "Note" ineens the promissory note dated February 5, 2013. In the original principal amount of \$560,770.57 from Borrower to Londer, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property new or harsafter owned by Granter, and new or harsafter attached or affired to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refurnits of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Morigage

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements guarantes, security agreements, mortgages, deads of trust security doods, collateral mortgages, and all other instruments agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness

Rents. The word "Rimits" means all present and fulure rants, revenues, income, issues, royaltics, jumfits, and other herefits derived from the Property

EXHIBIT A

This EXHIBIT A is attached to and by this reference is made a part of the Mortgage, dated February 5, 2013, and executed in connection with a loan or other financial accommodations between GULF COAST COMMUNITY BANK and JM Goodson LLC.

PARCEL 1 (OFFICIAL RECORDS BOOK 4353, PAGE 1121)

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD S-95 (200 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF LOT 28 OF THE SUBDIVISION OF A PORTION OF SECTION 11. TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN DEED BOOK 102, AT PAGE 487, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 28 FOR 558.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF IOT 28, SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 359.28 FEET, THENCE GO SOUTH 00 DEGREES 06 MINUTES 12 SECONDS WEST A DISTANCE OF 156.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY). THENCE GO NORTH 89 DEGREES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY). THENCE GO NORTH 89 DEGREES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY). THENCE GO NORTH 89 DEGREES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY). THENCE GO NORTH 89 DEGREES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY). THENCE GO NORTH 80 DEGREES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY). THENCE GO NORTH 80 DEGREES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY). THENCE SO SECONDS EAST A DISTANCE OF 156.38 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY). THENCE SO SECONDS EAST A DISTANCE OF 156.38 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA CO INTY, FLORIDA. (LESS AND FXCEP T THE EAST 23.70 FEET.)

PARCEL 2 (OFFICIAL RECORDS BOOK 5234, PAGE 1160)

THAT PORTION OF LOT 28, SECTION 11, TOWNSHIP I SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN DEED BOOK 102, AT PAGES 487 AND 579, OF THE PUBLIC RECORDS OF SAID COUNTY, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID 1 OT 28 AND THE FAST RIGHT OF WAY LINE OF THE NEW LOCATION OF STATE ROAD NO. 95; THENCE SOUTH 58 DEGREES 03 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT 28 A DISTANCE OF 678.63 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 48 DEGREES 57 MINUTES EAST ALONG THE SOUTH LINE 107.79 FEET; THENCE NOR THE SOUTH 1 DEGREES 57 MINUTES EAST 140.0 FEET; THENCE NOR FH 88 DEGREES 03 MINUTES WEST 107.79 FFET; THENCE SOUTH 4 DEGREES 57 MINUTES WEST 140.0 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (COMBINING PARCEL 1 AND PARCEL 2)

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD \$495 (200 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF LOT 28 OF THE SUBDIVISION OF A PORTION OF SECTION 11, TOWNSHIP I SOUTH, RANGE 30 WI-ST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN DEED BOOK 102, AT PAGE 487, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 89 DEGREES 55 MINUTES 12 SECONDS LAST ALONG THE SOUTH LINE OF SAID LOT 28 FOR A DISTANCE OF 558.63 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF LOT 28 FOR A DISTANCE OF 120:00 FEET, THENCE DEPARTING THE SOUTH LINE OF SAID LOT 28 GO NORTH OF DISIRLES 57 MINUTES 80 SECONDS EAST FOR A DISTANCE OF 140.00 FEFT TO THE SOUTHERLY RIGHT OF WAY LINF OF WEST HOOD DRIVE (RIGHT OF WAY UNKNOWN); THENCE GO SOUTH 88 DEGREES 03 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID WEST HOOD DRIVE FOR A DISTANCE OF 107.79 FEET: THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO SOUTH 01 DEGREES 57 MINUTLES 00 SECONDS WEST FOR A DISTANCE OF 140.00 FEET TO THE SOUTH LINE OF SAID LOT 28, THENCE GO SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 28 FOR A DISTANCE OF 107 79 FFET, THENCE DEPARTING SAID SOUTH LINE OF LOT 28 GO SOUTH 60 DEGREES 06 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 156.36 FEFT TO THE NORTHERLY RIGHT OF WAY TIME OF CARO STREET (40 FOOT RIGHT OF WAYS, THENCE GO NORTH 89 DEGREES 53 MINUTES 54 SECONDS WEST AFONG THE NORTHFRLY RIGHT OF WAY LINE OF CARO STREET FOR A DISTANCE OF 342.99 FEEL, THENCE GO NORTICO2 DEGREES 49 MINULES 05 SECONDS LAST FOR A DISTANCE OF 156.38 FEEL TO THE POINT OF BEGINNING ALL LYING AND BEING IN SECTION 11, TOWNSHIP I SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, ELORIDA

#### Parcel B

Additional Parcel . 8813 N. Palafox - This is a second Mortgage, inferior and subordinate to that certain Mortgage to Gulf Const Community Bank in the amount of \$165,136,47 and recorded in O.R. Book 5654, Page 835 of the Public Records of Fseambia County, Florida

Tegal Description , Lots 6-15, Block 91 of Figland Park, a map or plat of which is recorded in Plat Book ×5, at Page 243 in the Office of the Clerk of the Circuit Court of Escambia County, Florida Recorded in Public Records 02/08/2013 at 09:19 AM OR Book 6972 Page 882, Instrument #2013009290, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00

0100

RECORDATION REQUESTED BY: Guif Coast Community Bank Condova 1177 College Boulevard Pensacola, FL 32504

WHEN RECORDED MAIL TO: Gulf Coast Community Bank Downtown Branch 40 N Palatox Street Pensacola, FL 32502

SEND TAX NOTICES TO: Gulf Coast Community Bank Downtown Branch 40 N Palafox Street Pensacola, FL 32502

This ASSIGNMENT OF RENTS prepared by:

Name: P. Sumrall, AVP Loan Administration Company: Gulf Coast Community Bank Address: 1177 College Boulevard, Pensacola, FL 32504



00000000000008291-1011502052013\*

#### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated February 5, 2013, is made and executed between JM Goodson LLC, a Florida Limitied Liability Company whose address is 3553 Don Janeal Rd, Pensacola, FL 32526, as to Parcel 1 and Parcel 2; and Tracy L. Goodson and Tamron L. Goodson, husband and wife, whose address is 3553 Don Janeal Rd, Pensacola, FL 32526, as to Parcel 3 (referred to below as "Grantor") and Gulf Coast Community Bank, whose address is 1177 College Boulevard, Pensacola, FL 32504 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Escambla County, State of Florida:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 93 Hood Dr, Pensacola, FL 32534 and 8813 N. Palafox St, Pensacola, FL 32534. The Property tax Identification number is 11-1S-30-1101-030-280, 11-1S-30-1202-001-003 and 11-1S-30-1901-006-091.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall stirtly perform all of Grantor's obligations under this Assignment. Unless and until Londer exercises its right to collect the Renta as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and daims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force. No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as

provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Londer may enter upon and take possession of the Property; demand, collect and receive from the lenants or from any other persons liable therefor, all of the Rents; institute and carry on ell legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tonant or tenants or other persons from the Property.

#### EXHIBIT A

This EXHIBIT A is attached to and by this reference is made a part of the ASSIGNMENT OF RENTS, dated February 6, 2013, and executed in connection with a loan or other financial accommodations between GULF COAST COMMUNITY BANK and JM Goodson LLC.

PARCEL 1 (OFFICIAL RECORDS BOOK 4353, PAGE 1121)

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD S-95 (200 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF LOT 28 OF THE SUBDIVISION OF A PORTION OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN DEED BOOK 102, AT PAGE 487, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 28 FOR 558.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF LOT 28, SOUTH 89 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 359.28 FEET; THENCE GO SOUTH 00 DEGREES 06 MINUTES 06 SECONDS WEST A DISTANCE OF 156.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET (40 FOOT RIGHT OF WAY), THENCE GO NORTH 89 DEGREES 53 MINUTES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARO STREET A DISTANCE OF 366.69 FEET; THENCE GO NORTH 02 DEGREES 49 MINUTES 05 SECONDS EAST A DISTANCE OF 156.38 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA. (LESS AND EXCEPT THE EAST 23.70 FEET.)

PARCEL 2 (OFFICIAL RECORDS BOOK 5234, PAGE 1160)

THAT PORTION OF LOT 28, SECTION 11, TOWNSHIP I SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN DEED BOOK 102, AT PAGES 487 AND 579, OF THE PUBLIC RECORDS OF SAID COUNTY, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 28 AND THE EAST RIGHT OF WAY LINE OF THE NEW LOCATION OF STATE ROAD NO. 95; THENCE SOUTH 88 DEGREES 03 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT 28 A DISTANCE OF 678.63 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 03 MINUTES EAST ALONG THE SAID SOUTH LINE 107.79 FEET; THENCE NORTH 1 DEGREES 57 MINUTES WEST 140.0 FEET; THENCE NORTH 88 DEGREES 03 MINUTES WEST 107.79 FEET; THENCE SOUTH 1 DEGREES 57 MINUTES WEST 140.0 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (COMBINING PARCEL | AND PARCEL 2)

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#### Parcel B

Additional Parcel : 8813 N. Palafox - This is a second Mortgage, inferior and subordinate to that certain Mortgage to Gulf Coast Community Bank in the amount of \$165,136.47 and recorded in O.R. Book 5654, Page 835 of the Public Records of Escambia County, Florida.

Legal Description : Lots 6-15, Block 91 of Figland Park, a map or plat of which is recorded in Plat Book 87, at Page 244 in the Office of the Clerk of the Circuit Court of Escambia County, Florida.

That Portion of Lát-29, seption 11, therefore 1 south, ander to mest, Escureia county, Florida, according to Plat Filed un deed book 142 at Page 467 and 570, of the records of said county, Competion at the interference of the south life of Gaid And the East Right-of- way like of the Mar Location of State Book 142 at Page 467 and 570, of the records of said county, A Distance of State Fran the Point of Bestanding. Thence continue south 65°C0. East and the Said South Like of the Mar Location of State Road at 15. Thence Book 142 at Page 80071 at 30 fire records of said county, A Distance of State Fran the Point of Bestanding. Thence continue south 65°C0. East Admin the Said South Like of Said South Like of Said South Like of Said South 106. Set Thence Book 157. Thence Book 157. East 140.0 Feet to the Point of Bestinging. lean, description: (Prepared by The Understand) at Client's Reguest) (computing parcel 1 and parcel 2) COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF STATT HEST, ESCANDIA COMPTY, FLORIDA, AS RECORDED IN DEED BOOK 102 AT PAGE FEET TO THE ROUTH OF BEELINGING I THENGE COMPTINE ALONG THE SOUTH LINE NORTH CO DEGREES 49'DS' EAST A DISTANCE OF 156.30 FEET 10'D RE POINT ( ACRES MORE OR LESS. (LESS AND EXCEPT THE EAST 20.70 FEET.) PANDEL 2 (D.R. Ì PAQCEL 1 (0.A. 800X 4353, LEDAL DESCRIPTIONS BOOK SZ34, PAGE 1160) PAGE 1121) • STATE TATE BOAD 6-85 (200' A/P) AND THE SOUTH LINE OF LOT 20 OF THE GABDIVISIUM OF A PORTION OF SECTION 11, TOMMSHUP 1 600 WAGE 447 OF THE PLAILE RECORDS OF SALD COMMY; THENCE OD SOUTH 30 DEGREES 55'12' EAST ALONG THE SOUTH LINE OF SALD LL THE OF LOT 20 BOUTH 80 DEGREES 55'12' EAST A DISTANCE OF 349.28 FEET; THENCE 00 SOUTH 00 DEGREES 00'S' MENT A DIST THENCE 00 MONTH 80 DEGREES 55'12' EAST A DISTANCE OF 349.28 FEET; THENCE 00 SOUTH 00 DEGREES 00'S' MENT AD 15 THENCE 00 MONTH 80 DEGREES 55'12' EAST A DISTANCE OF 349.28 FEET; THENCE 00 SOUTH 00 DEGREES 70'S' BOAT AD 15 THE OF REGIMENING; ALL LYING AND BELING IN SECTION 11, TOMMSHUP 1 SOUTH, ANGE 30 MEST, ESCAMBIA COUNTY, FLORIDA, AND ( 1 5007H, RANGE 30 110 1.07 20 FOR 559.63 0157ANCE 07 156.34 69 FEFT; THENCE 60 AND CONTAINING 1.30

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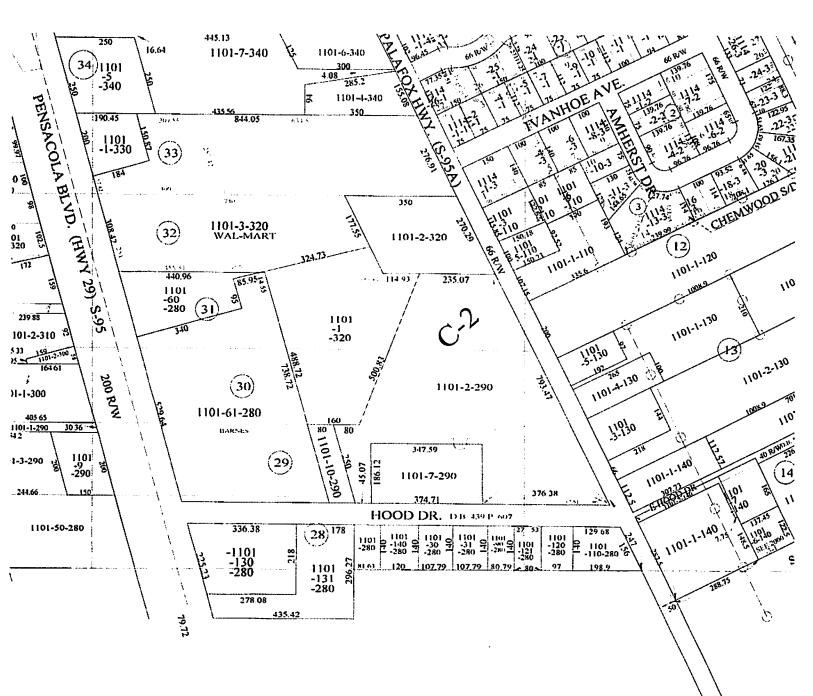
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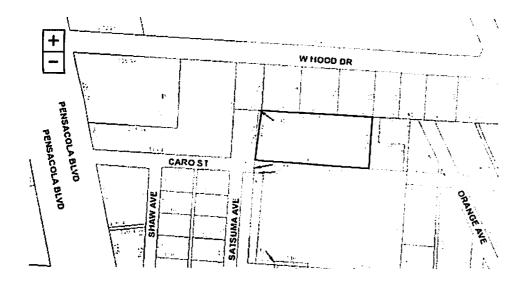
COMMENDE AT THE INTERSECTION OF THE EAST RELET-OF-TWAY LINE OF STATE ADAD 6-38 (200° R/P) AND THE SOUTH LINE OF LOT 20 OF THE ADADIVISION OF A POSITION OF SECTION 11, TOMBSELP 1 SOLTH, NAME 30 HERT, A CUTIFANCE OF SALE LIT 2 A SECONDE IN GED BOOK 102 AT PAGE 407 OF THE PADLE RECORDS OF SALE COUNTY, THESE SO SUMANTS 10 SECONDE SALT ALLON THE POLIT OF SECTION 11, TOMBSELP 1 SOLTH, NAME 30 HERT, A CUTIFANCE OF SALE LIT 2 A SOLIDATION OF SECONDE SALT OF THE PADLE RECORDS OF SALE COUNTY, THESE SO SUMANTS 10 SECONDS SALT ALONG THE SOUTH LINE OF SALE SOLIDATION OF SECTION 11, TOMBSELP 1 SOLTH, LINE OF SALE LIT 20 SOLIDATION OF SECTIONS SALT ALONG THE SOLITH IS DECEMBED AS UTUALITY IN THE SOLITH LINE OF SALE SOLIDATION OF SECTION 11, TOMBSELP 1 SOLTH ALINE SOLITALIS OF SECONDS SALT ALONG THE SOLITH LINE OF SALE SOLITALIS OF SECONDS SALT ALONG THE SOLITH LINE OF SALE SOLITALIS OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITALIS OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITIES OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITIES OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITIES OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITIES OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITIES OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITIES OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITIES OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITIES OF SECONDS SALT ALONG THE SOLITIES OF SECONDS SALT ALONG THE SOLITH LINE OF SALT SOLITIES OF SOLITIES OF

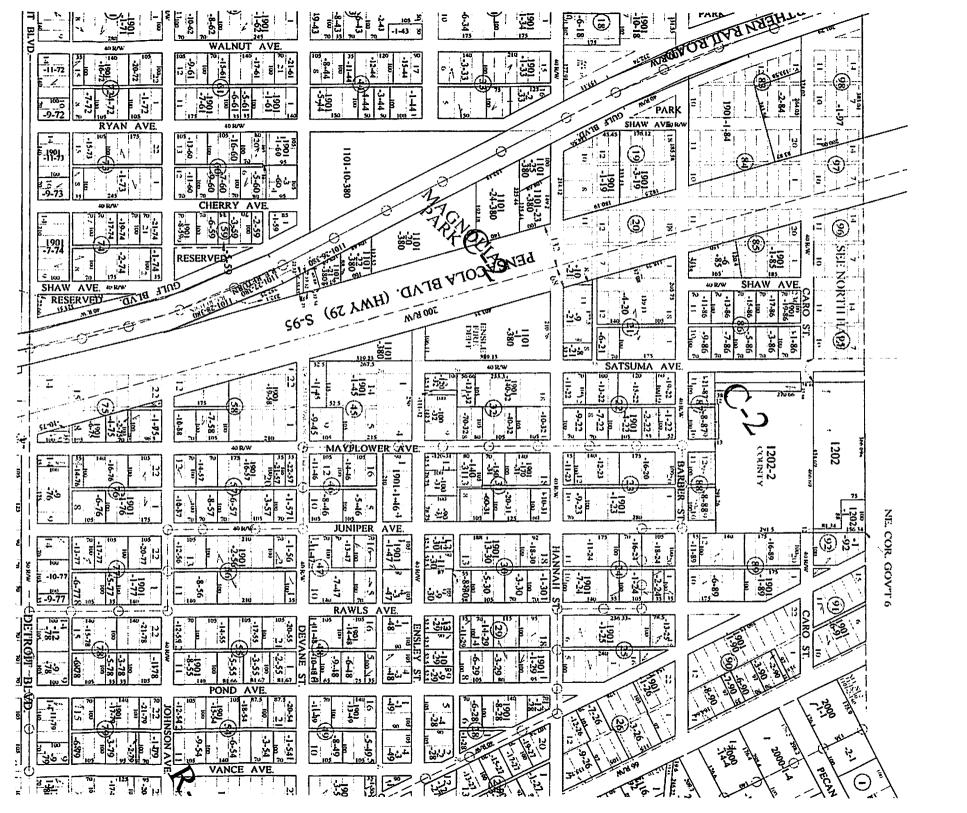
**RECORDED AS RECEIVED** 

Exhibit 'A"

Map: S-036-N 111S30N







Chris Jones Escambia Property Appraiser

: 1 = 300 S-036-S 111S30S

Map

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# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number	- 25699
Project:	- Caro Pond

Effective Date: September 13, 2013 at 8:00 a.m.

## **1.** Policy or policies to be issued:

A. ALTA Owners 2006 with Florida Modifications

OWNER'S: \$ To Be Determined

PROPOSED INSURED: ESCAMBIA COUNTY, a political subdivision of the State of Florida

# 2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

JM Goodson, LLC, a Florida limited liability company, by that certain Quit Claim Deed recorded in Official Records Book 7064, Page 376.

# 3. The land referred to in this Commitment is described as follows:

A Portion of Section 11, Township 1 South, Range 30 West, Escambia County, Florida, as described on a Boundary Survey Legal Description acceptable to American Government Services Corporation and Escarosa Land Research, LLC, to be furnished by Escambia County, Florida, and being a portion of Parcel No. 11-1S-30-30-1202-000-003.

# **AMERICAN GOVERNMENT SERVICES CORPORATION**

COUNTERSIGNED: M. Couve due

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1

File Number - 25699

# The following requirements to be complied with:

- 1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
- 2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
  - A) Warranty Deed from JM Goodson, LLC, a Florida limited liability company, to Escambia County, a political subdivision of the State of Florida; conveying the land described in Schedule "A".
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.
- 5. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there does not exist pending assessments or liens, against the property not shown by the Public Records.
- 6. Written evidence, from appropriate governmental authorities, that City and County Special Assessments Liens, and water, sewer and trash removal charges, if any, have been paid.
- 7. Proof of payment, satisfactory to the Company, of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.
- 8. Present for examination a certified copy of the articles of organization and regulations of JM Goodson, together with any amendments or modifications thereto, certified by the Department of State.
- 9. Affidavit in recordable form executed by authorized officer of JM Goodson, LLC, indicating the current manager(s) as well as his/her authority to convey the subject property on behalf of said limited liability company in accordance with the Articles of Organization.

Note: The company reserves the right to make additional requirements or exceptions upon review of the documentation produced in compliance with the above requirements.

10. Secure proof that JM Goodson, LLC is and active LLC with the Department of State.

**REAL ESTATE TAX INFORMATION:** 

Property Appraiser's Parcel ID Number / Tax Collector's Account Number:

111530--1202-000-003 / 02-0494-150; Taxes for 2012 were paid in the amount of \$177.72.

Gross Taxes are \$172.54. Current Assessment is \$10,450.00. No Delinquent Taxes.

NOTE: All items under Schedule B-1 to be deleted at closing upon satisfaction of all requirements set forth herein.

The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2

File Number - 25699

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.
- 7. Taxes for the year 2013 and subsequent years, which are not yet due and payable. NOTE: The Proposed Insured will be Exempt during its period of ownership.
- 8. Any county and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
- 9. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 CONTINUED

- .

File Number - 25699

- 11. Subject to right of way of Caro Street.
- NOTE: Items 1, 2, 5, 8 and 9 will be deleted upon receipt of fully executed affidavits regarding the issues raised in said items.

NOTE: Items 3 and 4 will be deleted upon receipt of a satisfactory survey.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Commonwealth Land Title Insurance Company Regional Office, 2400 Maitland Center Parkway, Maitland, Florida 32751. Telephone 877-947-5483.

# PARCEL # 3

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number	- 25700
Project:	- Caro Pond

Effective Date: May 10, 2013 at 8:00 a.m.

- **1.** Policy or policies to be issued:
  - A. ALTA Owners 2006 with Florida Modifications

OWNER'S: \$ To Be Determined

PROPOSED INSURED: ESCAMBIA COUNTY, a political subdivision of the State of Florida

2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

Tracy L. Goodson and Tamron L. Goodson, as Joint Tenants With Full Right Of Survivorship And Not As Tenants In Common, by that certain Warranty Deed recorded in Official Records Book 5518, Page 708.

# 3. The land referred to in this Commitment is described as follows:

A Portion of Section 11, Township 1 South, Range 30 West, Escambia County, Florida, as described on a Boundary Survey Legal Description acceptable to American Government Services Corporation and Escarosa Land Research, LLC, to be furnished by Escambia County, Florida, and being a portion of Parcel No. 11-15-30-30-1202-000-001.

**AMERICAN GOVERNMENT SERVICES CORPORATION** 

**COUNTERSIGNED** 

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1

File Number - 25700

## The following requirements to be complied with:

- 1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
- 2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
  - A) Warranty Deed from Tracy L. Goodson and Tamron L. Goodson, to Escambia County, a political subdivision of the State of Florida; conveying the land described in Schedule "A". NOTE: Require joinder of spouse(s), if married, or a non-homestead recital.
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.
- 5. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there does not exist pending assessments or liens, against the property not shown by the Public Records.
- 6. Written evidence, from appropriate governmental authorities, that City and County Special Assessments Liens, and water, sewer and trash removal charges, if any, have been paid.
- 7. Proof of payment, satisfactory to the Company, of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.
- 8. Satisfaction of that certain Notice of Lien by Escambia County, Florida, recorded in Official Records Book 4312, Page 1580, of the Public Records of Escambia County, Florida.
- 9. Satisfaction of that certain Notice of Lien by Emerald Coast Utilities Authority, recorded in Official Records Book 5513, Page 1380, of the Public Records of Escambia County, Florida.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1 CONTINUED

File Number - 25700

**REAL ESTATE TAX INFORMATION:** 

Property Appraiser's Parcel ID Number / Tax Collector's Account Number:

111S30--1202-000-001 / 02-0494-000; Taxes for 2012 were paid in the gross amount of \$149.77.

Current Assessment is \$8,977.00. No Delinquent Taxes.

NOTE: All items under Schedule B-1 to be deleted at closing upon satisfaction of all requirements set forth herein.

The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2

File Number - 25700

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.
- 7. Taxes for the year 2013 and subsequent years, which are not yet due and payable. NOTE: The Proposed Insured will be Exempt during its period of ownership.
- 8. Any county and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
- 9. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 CONTINUED

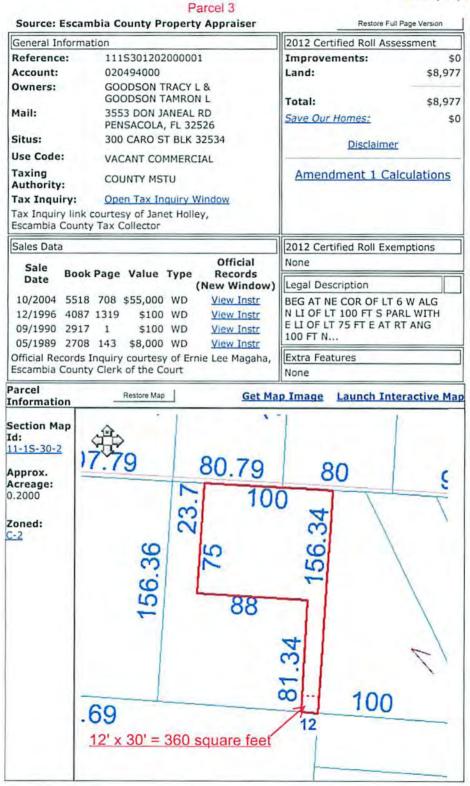
File Number - 25700

- 11. Subject to right of way of Caro Street.
- NOTE: Items 1, 2, 5, 8 and 9 will be deleted upon receipt of fully executed affidavits regarding the issues raised in said items.

NOTE: Items 3 and 4 will be deleted upon receipt of a satisfactory survey.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Commonwealth Land Title Insurance Company Regional Office, 2400 Maitland Center Parkway, Maitland, Florida 32751. Telephone 877-947-5483.

# #040913



# Escambia County Tax Collector

#### generated on 4/11/2013 8:10:49 AM CDT

### Tax Record

Last Update: 4/11/2013 8:10:48 AM CDT

See Below

# Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

02-0494-000	REAL ESTATE	2012
Mailing Address	Property Address	
GOODSON TRACY L &	300 CARO ST BLK	
GOODSON TAMRON L		
3553 DON JANEAL RD	GEO Number	
PENSACOLA FL 32526	111530-1202-000-001	

Exemption Detail	Millage Code	Escrow Code		
NO EXEMPTIONS	06			
Legal Description (click for full description)				
111S30-1202-000-001 300 CAR	O ST BLK BEG AT NE COR OI	F LT 6 W ALG N LI		
OF LT 100 FT S PARL WITH E	LI OF LT 75 FT E AT RT AN	NG 100 FT N ALG E		

See Below

OF LT 100 FT S PARL WITH E LI OF LT 75 FT E AT RT ANG 100 FT N ALG E LI OF LT 75 FT TO POB ALSO BEG AT NE COR OF LT 6 S See Tax Roll For Extra Legal

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	<b>Tax</b> es Levied
COUNTY	6.9755	8,977	Û	\$8.977	\$62.62
PUBLIC SCHOOLS					
By Local Board	2.2460	5,677	n	52,977	020.18
By State Law	5.5100	8,977	Ú	\$8,977	\$49.46
SHERIFF	0.6950	8,977	0	\$8,977	\$6.15
WATER MANAGEMENT	0.0400	5,900	o	sa, 977	\$0.36
Total Millage	15.4585	, Te	otal Taxes		\$138.77

Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$11.00

Total Assessments	\$11.00
Taxes & Assessments	\$149.77
	the second second

\$0.00

escambiataxcollector.governmaxa.com/collectmaxtab\_collect\_mvptaxV5.6.asp?PrintView=True&r\_nm=tab\_report&t\_nm=collect\_mvptax&sid=525EAF5782B94F... 1/2

	 Traassities		· · · · · · · · ·	san com train
3/6/2013	PAYMENT	9809903.0005	2012	\$149.77
ار این	an a	••		
2		Entor Foer Episte Shu		

NO DELINQUENT TAXES

#### OR BK 5518 P60708 Escambia County, Florida INSTRUMENT 2004-298649 DED DC STAPS P0 6 50 0 138.00 11/0/05 EDIT 16 FOSH 0 05K

This instrument Prepared By: George B. Brown Jr. Biloxi Land Title Company 6093 St. Alban Road Pensacola, Florida 32503 (850) 471-2213 File # BLT04-030

Parcel ID: 11S30-1202-000-001

STATE OF FLORIDA COUNTY OF ESCAMBIA

#### WARRANTY DEED

This Warranty Deed made the 8<sup>th</sup> day of OCTOBER, 2004, by CHRISTOPHER F. CAUSEY, a single man hereinafter called the grantor, to TRACY L. GOODSON AND TAMRON L. GOODSON, as joint tenants with full rights of survivorship and not as tenants in common hereinafter called the grantee.

Witnesseth: That the grantor, for and in consideration of the sum of \$10 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sell, allens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Escambia county, Florida, viz:

See Attached Exhibit "A"

Being the same property as conveyed to Christopher F. Causey in a Warranty Deed filed for record on 12-31-1996 in Book 4087 at Page 1319.

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

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

Grantor hereby covenants that the above-described property is not part of the homestead of Grantor.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

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

Signed, sealed and delivered in our presence:

Witness: GEOI Witness: TONJIA/P

STATE OF FLORIDA COUNTY OF ESCAMBIA

OPHER F (

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared CHRISTOPHER F. CAUSEY, A SINGLE MAN to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid the 8th day of October, 2004.



Notary Public - Tonjia Parr

OR BK 5518 P60709 Escambia County, Florida INSTRUMENT 2004-298649

# Exhibit "A"

RCD Nov 03, 2004 10:35 am Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-298649

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Two Parcels of land in Government Lot 6, Section 11, Township 1 South, Range 30 West, described as follows: Parcel 1: Begin at the Northeast corner of said Government Lot 6 and run West along the North line of said Lot 6, for 100 Pest; thence run South parallel with the Best line of said Lot 6 for 75 Pest; thence run East, 90 deg, left for 100 Pest; and thence run North along the Best line of said Lot 6 for 75 Pest to the Point of Beginning.

Parcel 2: Begin at the Northeast corner of said Government Lot 6 and run South along the Hast line of said Lot for 75 Feet for point of beginning, thence run West parallel with the North line of said Lot 6 for 12 Feet; thence run South parallel with the Hast line of said Lot 6 for 100 Feet; thence run Hast, 90 deg. left for 12 Feet; and thence run North along the East line of said Government Lot 6 for 100 Feet to the point of beginning.

Subject to satement for road right of way and the supplying of utilities and for utility purposes over the South 12 feet of this said Parcel 2. Less and except property described in Official Records Book 2699, at Page 895 and corrected in Official Records Book 2722, at Page 12, of the Public Records of Escambia County, Florida.

(For Information Only: Property Appraiser's Parcel Identification Number is 11-15-30-1202-000-001)

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S CONTRACTOR STORE

Escambia County Property Appraiser 111S301202000001 - Full Legal Description

BEG AT NE COR OF LT 6 W ALG N LI OF LT 100 FT S PARL WITH E LI OF LT 75 FT E AT RT ANG 100 FT N ALG E LI OF LT 75 FT TO POB ALSO BEG AT NE COR OF LT 6 S ALG E LI OF LT 75 FT FOR POB W PARL WITH N LI OF LT 12 FT S PARL WITH E LI OF LT 81 34/100 FT E AT RT ANG 12 FT N ALG E LI OF LT 81 34/100 FT TO POB OR 5518 P 708

DR BK 4312 PG1580 Escambia County, Florida INSTRUMENT 98-525354

NOTICE OF LIEN

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RCD Oct 01, 1998 02:47 pm Escambia County, Florida

STATE OF FLORIDA COUNTY OF ESCAMBIA Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 98-525354

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

Re: CAUSEY CHRISTOPHER F 158 JOHNSON AVENUE PENSACOLA FL 32514

ACCT.NO. 02 0494 000 000

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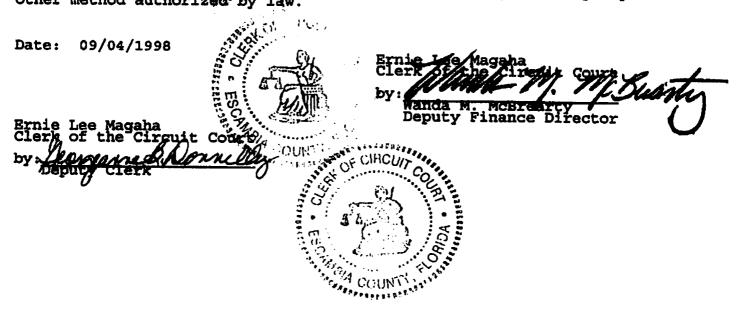
AMOUNT \$35.20

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for fiscal years prior to and including September 30, 1998 plus a 10% penalty charge against real property, more particularly described as:

BEG AT NE COR OF LT 6 W ALG N LI OF LT 100 FT S PARL WITH E LI OF LT 75 FT E AT RT ANG 100 FT N ALG E LI OF LT 75 FT TO OR 4087 P 1319 PROP.NO. 11 IS 30 1202 000 001

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$35.20. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.



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This Instrument Was Prepared By And Is To Be Returned To: <u>Gwendolyn McMillan</u> Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311



OR BK 5513 PG1380 Escambia County, Florida INSTRUMENT 2004-295911 RCD Oct 26, 2004 01:36 pm Escambia County, Florida

#### NOTICE OF LIEN

# STATE OF FLORIDA COUNTY OF ESCAMBIA

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-295911

Notice is hereby given that the EMERALD COAST UTILITIES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater, and/or sanitation service provided to the following customer:

BEG AT NE COR OF LT 6 W ALG N LI OF LT 100 FT 5 PARL WITH E LI OF LT 75 FT E AT RT ANG 100 FT N ALG E LI OF LT 75 FT TO POB ALSO.

Customer: Christopher F. Causey

Account Number: 161510-104249

Amount of Lien: \$<u>65.51</u>, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice, and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended.

Provided, however, that if the above-named customer has conveyed said property by means of a deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

Dated: October 22, 2004

Emerald Coast Utilities Authority

By: Gwendolyn McMillan

The foregoing instrument was acknowledged before me this 22nd day of October

20 04, by Gwendolyn McMillan

of the Emerald Coast

Utilities Authority, who is personally known to me and who did not take an oath.

CAUSEY CHRISTOPHER F 302 CARO ST PENSACOLA FL 32534-3000

STATE OF FLORIDA COUNTY OF ESCAMBIA

[NOTARY SEAL]

Revised 6/04 RWK:ls

Notary Public - State of Florida

LINDA A. SUTHERLAND Av 20mm. exp. 3-1-2008 Personaliy Known Other I.D.

# PARCEL # 4

# COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File Number	- 25701
Project:	- Caro Pond

Effective Date: May 10, 2013 at 8:00 a.m.

## 1. Policy or policies to be issued:

A. ALTA Owners 2006 with Florida Modifications

OWNER'S: \$ To Be Determined

PROPOSED INSURED: ESCAMBIA COUNTY, a political subdivision of the State of Florida

# 2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

Tracy L. Goodson and Tamron L. Goodson, husband and wife, by that certain Warranty Deed recorded in Official Records Book 5587, Page 1703.

# 3. The land referred to in this Commitment is described as follows:

A Portion of ALL of Block 92, in the subdivision of Ensly as recorded in Deed Book 87, at Page 244, Section 11, Township 1 South, Range 30 West, Escambia County, Florida, as described on a Boundary Survey Legal Description acceptable to American Government Services Corporation and Escarosa Land Research, LLC, to be furnished by Escambia County, Florida, and being a portion of Parcel No. 11-15-30-30-1901-001-092.

AMERICAN GOVERNMENT SERVICES CORPORATION

X COUNTERSIGNED:

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1

File Number - 25701

## The following requirements to be complied with:

- 1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
- 2. Instrument(s) creating the estate or interest must be approved, executed and filed for:
  - A) Warranty Deed from Tracy L. Goodson and Tamron L. Goodson, husband and wife, to Escambia County, a political subdivision of the State of Florida; conveying the land described in Schedule "A".
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.
- 5. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there does not exist pending assessments or liens, against the property not shown by the Public Records.
- 6. Written evidence, from appropriate governmental authorities, that City and County Special Assessments Liens, and water, sewer and trash removal charges, if any, have been paid.
- 7. Proof of payment, satisfactory to the Company, of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.

**REAL ESTATE TAX INFORMATION:** 

Property Appraiser's Parcel ID Number / Tax Collector's Account Number:

111530--1901-001-092 / 02-0494-150; Taxes for 2012 were paid in the gross amount of \$221.00.

Current Assessment is \$13,585.00. No Delinquent Taxes.

NOTE: All items under Schedule B-1 to be deleted at closing upon satisfaction of all requirements set forth herein.

The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule 8, Section 1 herein.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2

File Number - 25699

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.
- 7. Taxes for the year 2013 and subsequent years, which are not yet due and payable. NOTE: The Proposed Insured will be Exempt during its period of ownership.
- 8. Any county and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
- 9. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed.

# COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 CONTINUED

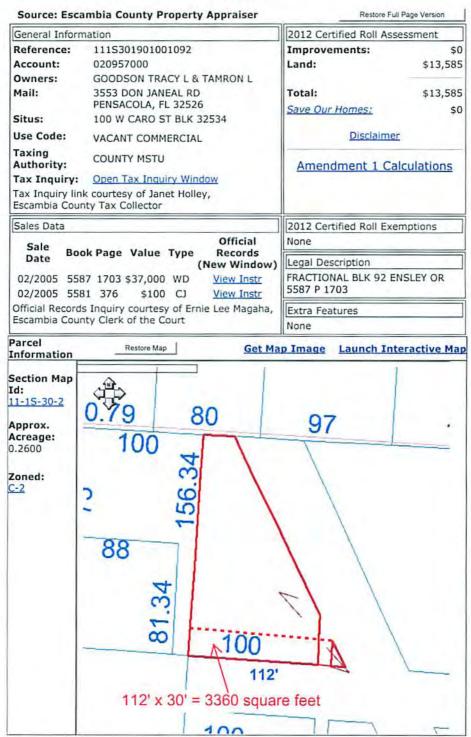
File Number - 25699

- 11. Subject to right of way of Caro Street.
- 12. Subject to right of way of Orange Avenue.
- NOTE: Items 1, 2, 5, 8 and 9 will be deleted upon receipt of fully executed affidavits regarding the issues raised in said items.
- NOTE: Items 3 and 4 will be deleted upon receipt of a satisfactory survey.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Commonwealth Land Title Insurance Company Regional Office, 2400 Maitland Center Parkway, Maitland, Florida 32751. Telephone 877-947-5483.

# #041013

## Parcel 4



# Escambia County Tax Collector

#### Tax Record

Last Update: 4/11/2013 8:13:49 AM CDT

# Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

02-0957-000

REAL ESTATE

2012

**Property Address** 100 W CARO ST BLK

Mailing Address GOODSON TRACY L & TAMRON L 3553 DON JANEAL RD PENSACOLA FL 32526

**GEO Number** 111530-1901-001-092

See Below

See Below

Exemption DetailMillage CodeEscrow CodeNO EXEMPTIONS06Legal Description (click for full description)111S30-1901-001-092 100 W CARO ST BLK FRACTIONAL BLK 92 ENSLEY OR 5587P 1703

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	13,585	0	\$13,585	\$94.76
PUBLIC SCHOOLS By Local Board By State Law SHERIFF	2.2480 5.5100 0.6850 0.0400	13,585 13,585 13,585 13,585	U	\$13,585 \$13,585 \$13,585 \$13,585 \$13,585	\$30.54 \$74.85 \$9.31 \$0.54
WATER MANAGEMENT Total Millage	15.458	· _	otal Taxes		\$210.00

0 - 1 -	Levying Authority	Amount
Code		\$11.00
NFP	FIRE (CALL 595-4960)	Q11.00

Total Assessments	\$11.00
Taxes & Assessments	\$221.00

\$0.00

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#### Escambia County Tax Collector

Date Paid	Transista		1. A.	
3/6/2013	PAYMENT	9809903.0004	2012	\$221.00
i see ta				

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# NO DELINQUENT TAXES

Recorded in Public Records 03/07/2005 at 04:14 PM, OR Book 5587 Page 1703, Instrument #2005342667, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$259.00

> This instrument Prepared By: George E. Brown Jr. Bilmi Land Title Com uni 6093 St. Alban Road Pensocola, Florida 32503 (850) 474-6942 File # BLT05-013

Parcel ID: 111S30-1901-001-092

STATE OF FLORIDA COUNTY OF ESCAMBIA

#### WARRANTY DEED

This Warranty Deed made the 28th day of FEBRUARY, 2005, by PETRINA MORGAN, EBONY RICHARDSON, LODIA DIXON, AND JOHN MCGHEE III hereinafter called the grantor, to TRACY L. GOODSON AND TAMRON L. GOODSON, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common hereinafter called the grantee.

That the grantor, for and in consideration of the sum of \$10 and other valuable Witnesseth: considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sell, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Escambia County, Florida, viz:

All of fractional Block 92 in the Subdivision of Easley as recorded in Deed Book 87 at Page 244 of the Public Records of Escambla County Florida.

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

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

Grantor hereby covenants that the above-described property is not part of the homestead of Grantor.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2005.

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

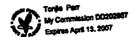
Signed, sealed and delivered in our presence:

Witness Witness

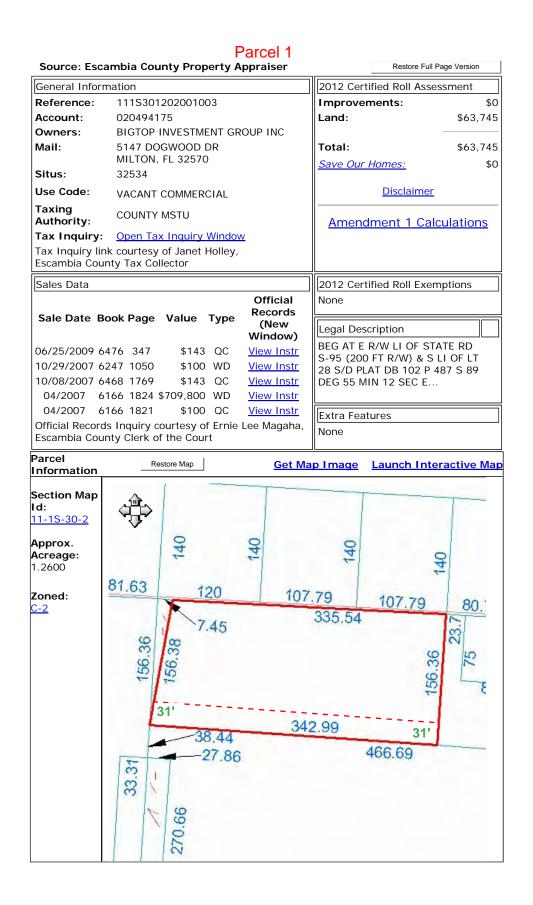
STATE OF FLORIDA COUNTY OF ESCAMBIA

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PETRINA MORGAN, EBONY RICHARDSON, LODIA DIXON, AND JOHN MCGHEE III to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid the 28th day of February, 2005.

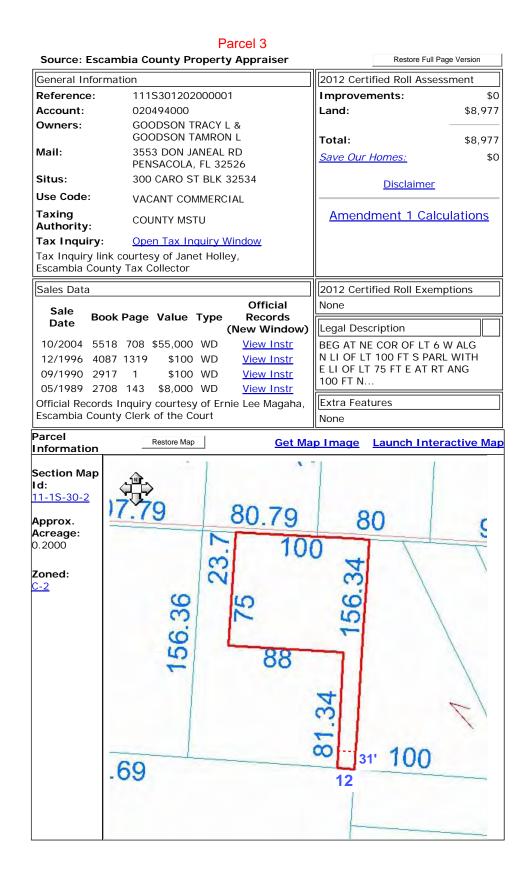


Notary Public } Tonjia



# Parcel 2

	bia County Property Appraiser	Restore Full Pag	je Version
General Informat	tion	2012 Certified Roll Assess	ment
Reference:	111S30120200003	Improvements:	\$0
Account:	020494150	Land:	\$10,450
Owners:	GOODSON IVON & ELOUISE	-	
Mail:	2496 PINE FOREST RD	Total:	\$10,45
Situs:	CANTONMENT, FL 32533 100 W CARO ST BLK 32534	Save Our Homes:	\$
Use Code:		Disclaimer	
Taxing Authority:	COUNTY MSTU	Amendment 1 Calcu	lations
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link c Escambia County	courtesy of Janet Holley, 7 Tax Collector		
Sales Data		2012 Certified Roll Exemp	otions
	Official	None	
Sale Book	Page Value Type Records		
Date	(New Window)	Legal Description	
Official Records I	1120 \$38,000 WD <u>View Instr</u> nquiry courtesy of Ernie Lee Magaha, c Clerk of the Court	BEG AT INTER OF E R/W I SR S-95 (200 FT R/W) AN OF LT 28 S/D PLAT DB 10 487 S 89 DEG 55 MIN 12.	ID S LI 12 P
		Extra Features	
		None	
Parcel		<u> </u>	
nformation	Restore Map Get Ma	ap Image Launch Intera	active Ma
Section Map d: 11-1S-30-2 Approx. Acreage: 0.2400 Zoned: 2-2	107.79 80.7 90.9 90.9 90.9 90.9 90.9 90.9 90.9 9	08 <u>6</u> 100 <u>100</u> 126.34 8 156.34 8 100 100 100 100	



#### http://www.escpa.org/cama/Detail\_a.aspx?s=11-1S-30-1202-000-001

# Parcel 4

Source: Esca	mbia County Property Appraiser	Restore Full	Page Version
General Information		2012 Certified Roll Asse	essment
Reference:	111S301901001092	Improvements:	\$C
Account:	020957000	Land:	\$13,585
Owners:	GOODSON TRACY L & TAMRON L		
Mail:	3553 DON JANEAL RD PENSACOLA, FL 32526	Total:	\$13,585 \$(
Situs:	100 W CARO ST BLK 32534	<u>Save Our Homes:</u>	ΦC
Use Code:	VACANT COMMERCIAL	<u>Disclaimer</u>	
Taxing Authority:	COUNTY MSTU	Amendment 1 Cal	<u>culations</u>
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry linl Escambia Cour	k courtesy of Janet Holley, nty Tax Collector		
Sales Data		2012 Certified Roll Exer	nptions
	Official	None	
Sale Date Boo	ok Page Value Type Records		
	(New Window)	Legal Description	
	37 1703 \$37,000 WD <u>View Instr</u>	FRACTIONAL BLK 92 EN 5587 P 1703	ISLET UR
02/2005 558			
	s Inquiry courtesy of Ernie Lee Magaha, hty Clerk of the Court	Extra Features	
		None	
Section Map d: <u>1-1S-30-2</u> Approx. Acreage: 0.2600 Coned: Coned: C-2	0.79 88 100 100 100 100 100	97	
	100		F



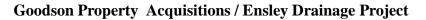
Comments:

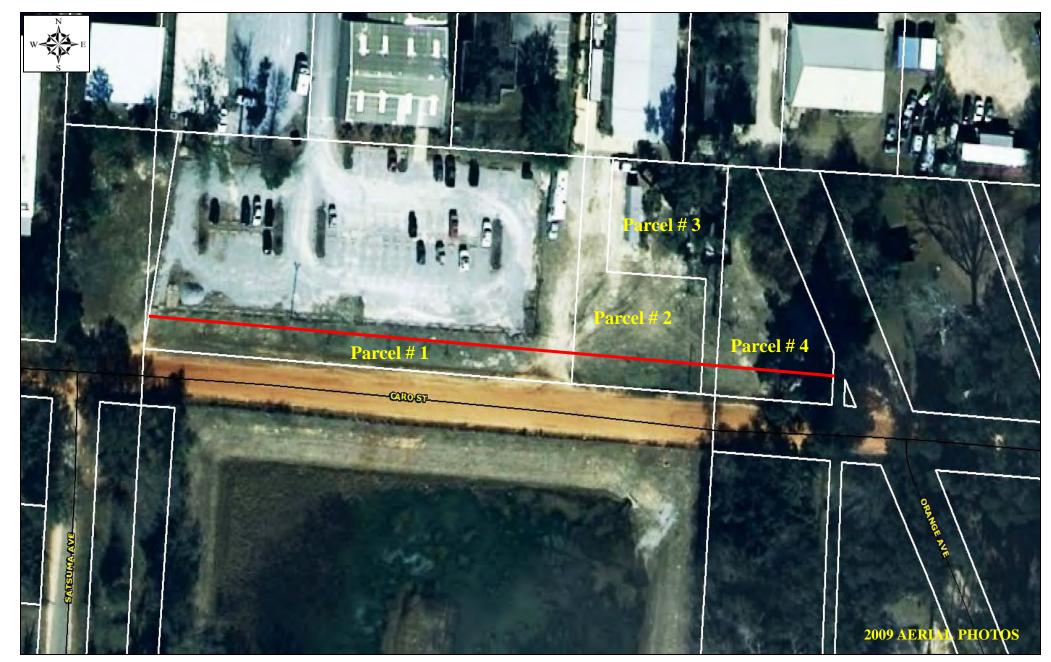
**Checklist for Acquisition of Real Property** 

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:	, and the state of the second
	contiguous parcels / Parcel No. 11-1S-30-1202-001-003, Parcel No. 11-1S-30-1202-
	000-003, Parcel No. 11-1S-30-1202-000-001 and Parcel No. 11-1S-30-1901-001-092

County Administrator (or desig	anee) - Appraisals
Appraiser (1):	Brantley & Associates
Date of appraisal:	11/16/2013
Appraised value:	\$59,400
Received by:	Larry Goodwin
Appraiser (2): Date of appraisal: Appraised value: Received by:	N/A
	nee) - Environmental Site Assessments
Date of Phase I:	TRANSACTION SCIECEN ASSESSMENT
Received by:	11-6-13
Comments:	flem Iniffect
Date of Phase II:	
Received by:	
Comments:	
Facilities Management Departm	nent - Property Inspection
Inspected by: Date:	Vacant Property
Comments:	No review required
Risk Management Department	- Property Inspection
Inspected by:	Vacant Property
Date:	
Comments:	No review required
Engineering Department - Revi	iew of Survey or Boundary Map
Completed by:	RICK COLOCADO
Date:	11-14-13
Comments:	REVIENED LEGAL DESCRIPTION - DID NOT FIELD VIRIFY
Office of Management and Buc	Iget - Verification of Funding Source 210107 Pd
Funding source:	Fund 352 "LOST III", Accounts 21017/56101 / 56301, Project No. 08NE0313
Verified by:	Plain
Date:	A fail and
Comments:	0 - 0 -
Office of the County Attorney Reviewed by:	- Title Insurance Commitment (required for property valued at \$20,000 or more)
Date:	







ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT LWG 04/11/13 DISTRICT 3 The south 31' of four contiguous parcels owned by the J. M. Goodson, LLC (parcels 1 & 2) and Tracy & Tamron Goodson (parcels 3 & 4).



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5339	County Administrator's Report 12. 23.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	11/21/2013
Issue:	Technology Integration Group (TIG) Hardware and Software Support Maintenance
From:	David Musselwhite, Department Director
Organization:	Information Technology
CAO Approval:	

# **RECOMMENDATION:**

<u>Recommendation Concerning Technology Integration Group Hardware and Software Support</u> <u>Maintenance - David Musselwhite, Information Technology Department Director</u>

That the Board approve the purchase of the annual hardware and software support maintenance for Cisco products from Technology Integration Group (TIG) under State of Florida Contract #250-000-09-1, for the total amount of \$70,954.92, per quote 9738 in the amount of \$70,483.02 and quote 9612 in the amount of \$471.90.

[The funds are available in the current budget - General Fund, Fund 001, Cost Center 270103, Telecommunication, Object Code 54601]

# BACKGROUND:

This maintenance is for the County's Cisco Smartnet annual hardware and software support. It provides software and hardware support on all of the County Cisco products including VOIP phones, network switches, routers, wireless access points, video conferencing systems and the UCS blade server environments.

# **BUDGETARY IMPACT:**

The funds are available in the current budget under General Fund 001, Cost Center 270103 Telecommunications, Object Code 54601.

# LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

# PERSONNEL:

Work to be accomplished by current staff.

# POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required by Ordinance 2001-60.

# **IMPLEMENTATION/COORDINATION:**

The Information Technology Department will coordinate efforts on behalf of the County.

# Attachments

TIG Quote 9738 & 9612



formariy WAVEnet technologies, inc.

#### **Technology Integration Group**

Phone: 850-439-0090 Fax: 850-439-0070 106 East Gregory St Pensacola, FL 32502 Quote No.: 9738 Date: 10/23/2013

Prepared for: Scott MacDonald 850.595.4686	Prepared by: Nigel Los Account No.: 543
Escambia County, Board of County Commissioners 221 Palafox, Suite 140	Phone: (850) 595-4993
Pensacola, FL 32502 U.S.A.	

Quantity	Item ID	Description	UOM	Sell	Total
	Florida State Contract:	250-000-09-1			
	Please see attached Spr	eadsheet for details.			
	Renews current Smartn	etL 1 Nov 13 - 31 Oct 14.			
1	92521570	Essential Software (ESW)	EA	\$3,299.53	\$3,299.53
1	92526287	ESS with 8x5xNBD (ECDN)	EA	\$1,193.54	\$1,193.54
1	92537162	Smartnet Premium 24x7x4 (SNTP)	EA	\$3,435.14	\$3,435.14
1	92577386	SMARTnet Premium 24x7x4 (SNTP)	EA	\$3,135.46	\$3,135.46
1	90436478	SMARTnet 8x5xNBD (SNT)	EA	\$8,784.90	\$8,784.90
1	90830574	Smartnet 8x5xNBD (SNT) 2014 Renewal	EA	\$21,318.65	\$21,318.65
1	91474887	Software Application Support (SAS) 2014 Renewal	EA	\$4,318.20	\$4,318.20
1	91895346	UCS HW 24X7X4OS(UCW7)	EA	\$298.80	\$298.80
1	91895351	Essential SW(ESW)	EA	\$16,7 <del>9</del> 9.96	\$16,799.96
1	92256402	Software Application Support with Upgrade (SAU)	EA	\$719.10	\$719.10
1	93072769	Smartnet Onsite Premium 24x7x4(C4P)	EA	\$3,000.96	\$3,000.96
1	92783685	UC ISV L1 + L2 24x7 (ISV1)	EA	\$3,769.65	\$3,769.65
	West FL Public Library				
1	92458797	SMARTnet 8x5xNBD (SNT)	EA	\$409.13	\$409.13
			You	r Price:	\$70,483.02
				Total:	\$70,483.02

### Prices are firm until 11/22/2013 Terms: Net 30

# Quoted by: Nigel Los, nigel.los@tig.com

### Accepted by:

Date:\_\_\_\_

Date: 10/23/2013

Disclaimer

A) Terms are Net 30 on Approved Credit, otherwise COD

### Quote

No.: 9738 10/23/2013 Date:

changed or cancelled

- B) Tax is not included. A 15% restocking fee applies to all returned merchandise,
  C) Installation of products will be scheduled based on availability of products
  D) Expedite fees & and overnight shipping are not included, but are available

.

Technology Integration Group.	Phone: 850-439-0090 Fax: 850-439-0070 106 East Gregory St Pensacola, FL 32502	No.: Date:	<b>Quote</b> 9612 9/4/2013
Prepared for:	Prepared by: Nigel Los		
Scott MacDonald 850.595.4686	Account No.: 543		
Escambia County, Board of County Commissioners	Phone: (850) 595-4993		
221 Palafox, Suite 140			
Pensacola, FL 32502 U.S.A.			

Quantity	Item ID	Description	UOM	Sell	Total
	UCSS Renewal, Per Ci	sco UCSS team, requiring renewal in 2	013, 4678535		
	Extends Coverage to n	neet Smartnet Dates			
1	UCSS-U-UWL-SMS-1	Cisco UWL STD UCSS Fixed Dollar	EA	\$471. <del>9</del> 0	\$471.90

	Your Price:	\$471.90
	Total:	\$471.90
Prices are firm until 10/4/2013 Terms: Net 30	· · · · · · · · · · · · · · · · · · ·	
Quoted by: Nigel Los, nigel.los@tig.com	<b>Date:</b> 9/4	4/2013
Accepted by:	Date:	
Disclaimer		
<ul> <li>A) Terms are Net 30 on Approved Credit, otherwise COD</li> <li>B) Tax is not included. A 15% restocking fee applies to all returned merchandise,</li> <li>C) Installation of products will be scheduled based on availability of products</li> <li>D) Expedite fees &amp; and overnight shipping are not included, but are available</li> </ul>	changed or cancelled	



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5340	County Adn	ninistrator's Report	12. 24.
BCC Regular M	leeting	Budget & Finance C	onsent
Meeting Date:	11/21/2013		
Issue:	e-TechServices Hardware and Software	Support Maintenance	
From:	David Musselwhite, Department Directo	r	
Organization:	Information Technology		
CAO Approval:	:		

# **RECOMMENDATION:**

<u>Recommendation Concerning e-TechServices Hardware and Software Support Maintenance -</u> <u>David Musselwhite, Information Technology Department Director</u>

That the Board approve the purchase of the annual hardware and software support maintenance from e-TechServices, in the total amount of \$29,105.90.

[The funds are available in the current budget - General Fund, Fund 001, Cost Center 270111, Infrastructure, Object Code 54601]

# **BACKGROUND:**

These services consist of the following:

IBM Passport Advantage for Tivoli Annual Software subscription and support renewal in the amount of \$13,219.90 which is per the Florida State Contract 250-000-09-1.

E-Tech Services Scope of Work to provide services to conduct systems management, remote monitoring and system health checks for the IBM systems, SAN storage and Tivoli Storage Management environments in the amount of \$15,886.00 per State IT consulting contract #9735610101.

# **BUDGETARY IMPACT:**

The funds are available in the current budget, General Fund 001, Cost Center 270111 Infrastructure, Object Code 54601

# LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

# PERSONNEL:

Work to be accomplished by current staff.

# POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required by Ordinance 2001-60.

# IMPLEMENTATION/COORDINATION:

The Information Technology Department will be responsible for the coordination efforts on behalf of the County.

# Attachments

**E-Tech Services Quotations** 



Cloud Systems Professional Services



#### Bill To

Escambia County 221 South Palafox Place Pensacola, FL 32502 Veronica Fountain swrenewal2013project 850-595-4659 veronica fountain@co.escambia.fl.us e-TechServices.com, Inc. 5220 SW 91st Terrace Gainesville, FL 32608 800-785-5993 Office 770-216-1877 e-Fax sales@e-techservices.com

#### Ship To

Escambia County 221 South PalafoxPlace Pensacola, FL 32502 David Musselwhite swrenewal2013project 850-595-4990 dtwhiteh@co.escambia.fl.us

I Cert. Special	ist SI	hipping Method Shipping Terms Payment Terms	Start Date	Revised Date
Kyle Chance		IBM Drop Shipment Destination Net Due or Lease	7/25/2013	7/30/2013
Item #	Qty	DESCRIPTION	UNIT	PRICE
1	1	e-TechServices/IBM Passport Advantage Tivoli annual SW Subscription and Support Renewal October 2013 - October 2014	\$13,219.90	\$13,219.90
Project Notes Term Contract	#250-000-09	9-1	Sub Total Add'l Materials	\$13,219.90
Assumes custo	omer to anal	yze product configurations and statements of work	Sales Tax	
Assumes custo	omer verifica	ation is required and we thank you for the time investment	Freight	
			Grand Total	\$13,219.90
For additional	project infor	mation please go to:		

https://www.e-techservices.com/customer/escambia/swrenewal2013project/

#### PAYMENT TERMS, SALES TAX & INVOICE NOTICES

e-TechServices.com, Inc. is a Florida S-Corporation and is responsible for collecting Florida state sales tax; unless tax exempt.

e-TechServices.com, Inc. is not responsible for collecting sales tax out of the state of Florida. Invoices are issued upon shipment and payment terms are prepaid and net due before or upon shipment. Back orders may result in partial invoices. Return Merchandise Authorizations (RMA) may result in restocking fees/invoices. Late payment fees equal 1.5% per month.

#### CUSTOMER ACCOUNT FOLDER and LOGIN INFORMATION

Please visit website and create a user account by clicking on the register link. With an authorized user account, customers may view project documents including solution proposals, product configurations, statements of work, asset info, account notices and invoices. For customer portal assistance, please email webmaster@e-techservices.com

#### HOW TO ORDER

- 1. Please setup e-TechServices.com, Inc. as vendor for customer's organization.
- 2. Please request W9 forms from officeadmins@e-techservices.com
- 3. Please issue purchase order that matches proposal and send to sales@e-techservices.com and/or 770-216-1877 fax

Mailing:

#### Remittance:

e-TechServices.com, Inc.	e-TechServices.com, Inc.
5220 SW 91st Terrace	5220 SW 91st Terrace
Gainesville, FL 32608	Gainesville, FL 32608
352-332-3200   770-216-1877 f	352-332-3200   770-216-1877 f
TAX ID 59-3574159	TAX ID 59-3574159

#### QUOTE NUMBER/VERSION: SW1250

QUOTE DATE:

QUOTE EXPIRATION:

SW125001	US	US
16-Jul-13	PASSPORT ADVANTAGE #:	98255- 7262969
29-Sep-13	LEVEL:	GV
	ANNIVERSARY:	Oct
	ELA (Yes/No):	No
	REFERENCE IBM QUOTE #:	26429315
	IBM DESIGNATION:	ENT
1	SPECIAL BID #:	
	SPECIAL BID EXPIRATION:	
	VAP ID:	

NOTES:

BASE PRICE	PRODUCT	PART NUMBER	START DATE	END DATE	SVP PRODUCT GROUP	QTY	ENTITLED PRICE	EXT ENTITLED
\$29.00	IBM TIVOLI STORAGE MANAGER FOR DATABASES 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E028WLL	10/1/2013	9/30/2014	Tivoli	100	\$24.01	\$2,401.0
\$7.40	IBM TIVOLI STORAGE MANAGER FOR VIRTUAL ENVIRONMENTS 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	EOBIOLL	10/1/2013	9/30/2014	Tivoli	120	\$6.12	\$734.4
\$15.10	IBM TIVOLI STORAGE MANAGER EXTENDED EDITION 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E029ELL	10/1/2013	9/30/2014	Tivoli	810	\$12.45	\$10,084 5

\$13,219.90



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# **Professional Services Agreement**

Wed, 31 Jul 2013

Escambia County

FY 2014 Storage and System Monitoring and Health Check Project



#### Introduction

This Statement of Work(SOW) defines the scope of the tasks to be accomplished by e-TechServices.com, Inc(e-Tech) based upon a request for information technology services from Escambia County.

In support of it's critical operations, Escambia County has implemented a comprehensive storage infrastructure including IBM DS4000 SAN disk, IBM b-type (Borcade) fibre channel SAN switching, and IBM Tivoli Storage Manager for its central backup and archive needs and disaster recovery. The county also maintains Oracle databases on legacy IBM POWER4 generation systems running AIX. Newer applications are deploying on a VMware vSphere virtualized platfrom including Microsoft SQL Server, Microsoft Exchange, and Microsoft Sharepoint.

This SOW will provide services to conduct systems management remote monitoring and health checks for the above IBM Power Systems, IBM SAN storage, and IBM TSM environments.

The performance of the Services pursuant to this SOW shall be governed by and subject to the terms and conditions set forth in the State IT Consulting Contract number 9735610101 dated September 15, 2009 , which by this reference is incorporated herein and made a part hereof.

#### Statement of Work

e-TechServices will provide information technology services to accomplish the following:

#### Conduct a Project Meeting

- Define roles and responsibilities
- · Provide Project Management and Planning Skills as Needed to Complete the Project
- Discuss Communication plan, identify POC for Client and e-Tech

# e-TECHSERVICES

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e-TechServices.com, Inc. 5220 SW 91st Terrace Gainesville, FL 32608 800-785-5993 Office 770-216-1877 e-Fax sales@e-techservices.com

- Identify issue escalation plan for Client and e-Tech
- Identify status meeting/report schedule
- Discuss project time line and critical mile stones
- Identify project Critical Success Factors

#### **Ongoing Systems Monitoring**

- Systems Monitoring
  - For the supported systems e-Tech will provide a monitoring service
  - e-Tech will monitor using the alerting functionality built into the systems
  - e-Tech may also monitor using our proprietary methodology
  - e-Tech will report to the client on alerts received through monitoring

#### Remote System Health Checks and Support

- Update Management
  - e-Tech will monitor upstream hardware and software vendors for firmware/software updates to the supported systems
  - e-Tech will provide a list of recommended updates(if any) with each health check
- System Documentation
  - e-Tech will maintain a the following documentation for the supported systems
    - \* Documentation of the configuration changes and recommendations which would be relevant to further maintenance of the environment utilizing the appropriate skill set
  - The Client agrees to inform e-Tech of any changes the make to the environment that would affect the system documentation
- Included Custom Work
  - With each health check a maximum of 16 hours will be available to the client for custom work
  - These hours can be used for work on the supported systems or planning work regarding the supported systems
  - It is intended that these hours will be used for custom tasks that may come up over the course of this contract including: configuration change requests, software and firmware updates, troubleshooting, questions, or planning
  - The hours may not cover all custom work that the client would like completed. Any custom work beyond the quarterly maximum will be billed according to the section titled "Additional Custom Work". Many new projects including systems migration, new systems implementation, and disaster recovery implementation typically require independent SOWs.
- Additional Custom Work

e-TECHSERVICES Your Open

Systems Integrator



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- The Client's point of contact may request and authorize additional custom work
- Additional custom work will be billed at a maximum rate of \$225/hr plus expenses on a monthly basis depending on the position scope requested per the terms of State of Florida Contract 973-561-10-1
- · Point of Contact
  - The Client agrees to designate a point of contact with authority to authorize disruptive work, additional custom work, and additional on site work
- · Scheduling of Work
  - Non-Disruptive Work
    - \* Non-disruptive work includes work on the system that e-Tech determines will not cause an outage for the systems users or pose a high risk to up time for the systems users
    - \* Non-disruptive work will be performed at a time deemed most appropriate by e-Tech
  - Disruptive Work
    - \* Disruptive work includes work on the system that e-Tech determines will cause an outage for the systems users or pose a high risk to up time for the systems users
    - \* The client agrees to designate a point of contact to approve scheduling of disruptive work
    - \* For any disruptive work e-Tech will provide notice to the client's point of contact as to the nature of the work to be done and the disruption that is expected
    - \* The client's point of contact and e-Tech will mutually agree on a time to schedule the disruptive work
- · e-Tech will support the following existing systems at Escambia County's datacenters
  - IBM DS4000 Disk Storage Systems
  - IBM Power Systems
  - IBM Power HMCs
  - IBM PowerVM Virtualization
  - IBM AIX OS on IBM Power Systems
  - IBM b-type SAN Switches
  - IBM System x servers
  - Red Hat Enterprise Linux OS on IBM System x servers
  - IBM TSM Servers
  - IBM TSM Backup and Archive Clients for AIX, Linux, and Windows
  - IBM TSM for Databases Clients for Oracle on AIX and SQL Server on Windows
  - IBM TSM for Virtual Environments for VMware vSphere
- Work requests and Response objectives
  - The Client may make requests for work included in this contract via e-Tech's ticketing system
  - e-Tech's objective is to respond to all requests within 24 hours
  - e-Tech's response objective is not a guarantee
  - Outage as used above means that users of the system are highly impacted or the system is not functional



e-TechServices.com, Inc. 5220 SW 91st Terrace Gainesville, FL 32608 800-785-5993 Office 770-216-1877 e-Fax sales@e-techservices.com

### Limitation of Liability

THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS OR EX-EMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHICH ARISE DIRECTLY OR INDIRECTLY OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR IN THE CASE OF e-TechServices, THE SERVICES PROVIDED BY e-TechServices WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT. IN TORT OR PURSUANT TO SOME OTHER THEORY. BOTH PARTIES FURTHER ACKNOWLEDGE THAT BOTH PARTIES MAXIMUM AGGREGATE LIABILITY TO EITHER PARTY UNDER ANY LEGAL THEORY (INCLUDING ITS OWN NEGLIGENCE) FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THE SUB-JECT MATTER OF THIS AGREEMENT OF THE SERVICES RENDERED BY e-TechServices HEREUN-DER WILL NOT IN ANY EVENT EXCEED THE AMOUNT PAID BY Escambia County FOR SERVICES RENDERED UNDER THIS AGREEMENT AS OF THE DATE THE CLAIM ARISES.

#### The client agrees to

- Designate a focal point for all communications who will have the authority to act on the client's behalf in matters regarding this Engagement
- Participate in all planning and commencement meetings and finalize all configuration and setup information in the planning phase
- Have all hardware, programs, and documentation available and ready for services to be performed
- Provide suitable workspace and Internet access for e-Tech personnel while on-site
- Provide suitable access to the system during standard work hours (8:30am 5:30pm, Monday-Friday, excluding holidays), unless otherwise agreed upon
- Provide a local phone in proximity of e-Tech work area
- Maintain Warranty or manufacturer supplied hardware and software maintenance on support hardware and software systems
- Supply all of the systems and software to be supported by e-Tech
- Supply all space, power, cooling, network access, and infrastructure required to support the systems supported by e-Tech
- Supply remote VPN access to enable ongoing monitoring and health check custom work to be performed from e-Tech's location

Upon completion of the Statement of Work Services tasks, the client agrees to the applications, data, and system full functionality.

Most of these tasks will be performed at the Client's site during normal working hours. At our discretion, some of these tasks may be performed at e-Tech's location and/or outside of normal working hours.

Planning tasks will be executed by e-Tech with the assistance of the Client. Perform tasks will be executed by the Client under the direct guidance of e-Tech engineers.

e-TECHSERVICES

Your Open Systems Integrator



Bill to Location Escambia County 221 S Palafox PL Pensacola, Florida 32502 e-TechServices.com, Inc. 5220 SW 91st Terrace Gainesville, FL 32608 800-785-5993 Office 770-216-1877 e-Fax sales@e-techservices.com

### **Perform Location**

Escambia County 221 S Palafox PL Pensacola, Florida 32502



e-TechServices.com, Inc. 5220 SW 91st Terrace Gainesville, FL 32608 800-785-5993 Office 770-216-1877 e-Fax sales@e-techservices.com

### Payment Terms

The services described in this proposal will be delivered by e-TechServices for a fixed fee of \$15886.00 due upon execution of this agreement includes up to (2) two health checks plus remote monitoring and support for the fiscal year 2014 from 10/01/2013 through 09/30/2014.

#### Changes in Scope

If we determine that it is necessary to exceed the defined scope of this agreement or the estimated end date, we will inform you as soon as practical. In such event, you may authorize additional service units or extend the estimated end date in writing. If you alternatively choose to terminate our services, you agree to pay us for the service units expended and any travel and living expenses through the termination of the project.

#### Customer Acceptance



Presented by e-TechServices.com. Inc 5220 SW 91st Terrace Gainesville, FL 32608

Authorized Signature

Name: Kyle Chance Date: Wed, 31 Jul 2013 Phone: 352-332-3200 Fax: 770-216-1877 Email: kchance@e-techservices.com Accepted by Escambia County 221 S Palafox PL Pensacola, Florida 32502

Authorized Signature

Name: Date: Phone: Fax: Email:



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5313	County Attorney's Report 12. 1.			
BCC Regular M	eeting Action			
Meeting Date:	11/21/2013			
Issue:	ue: Approval of Memorandum of Understanding with the West Florida Public Library Board of Governance			
From:	Kristin Hual, Assistant County Attorney			
Organization:	County Attorney's Office			
CAO Approval:				

# **RECOMMENDATION:**

<u>Recommendation Concerning Approval of Memorandum of Understanding with the West Florida</u> <u>Library Board of Governance Designating the Fiscal Agent for the West Florida Public Library</u> <u>System.</u>

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding with the West Florida Public Library Board of Governance Designating the Fiscal Agent for the West Florida Public Library System.

# BACKGROUND:

The West Florida Public Library Board of Governance is the governing body of the West Florida Public Library System. This Agreement will serve to designate the County as the fiscal agent for the West Florida Public Library System with full authority to receive and disburse funds from Escambia County, from state and federal grant sources, from private donations and foundations and from any other sources.

# **BUDGETARY IMPACT:**

N/A

# LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Assistant County Attorney, Kristin D. Hual

# PERSONNEL:

N/A

# POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

# **IMPLEMENTATION/COORDINATION:**

N/A

# MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND THE WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE DESIGNATING THE FISCAL AGENT FOR THE WEST FLORIDA PUBLIC LIBRARY SYSTEM

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") and the West Florida Public Library Board of Governance (hereinafter referred to as "BOG").

# WITNESSETH:

WHEREAS, the BOG is the governing body of the West Florida Public Library System; and

**WHEREAS**, the BOG desires to designate the County as fiscal agent for the West Florida Public Library System; and

**WHEREAS**, the BOG and County agree it is in the best interest of the citizens of Escambia County to enter into this Agreement designating the County as fiscal agent for the West Florida Public Library System.

**NOW THEREFORE,** for and in consideration of the promises and mutual covenants contained herein, the County and the BOG agree as follows:

1. The County is hereby designated the fiscal agent for the West Florida Public Library System with full authority to receive and disburse funds from Escambia County, from state and federal grant sources, from private donations and foundations and from any other sources.

2. The BOG shall follow the standard operating procedure for grant applications as defined by the County.

3. This Agreement shall commence upon the date last executed by the parties herein and remain in force from date of signature unless terminated. This Agreement may be terminated with or without cause by either party upon providing thirty (30) days written notice to the other party.

4. It is further 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida by and through its Board of County Commissioners signing by and through its Chairman who is authorized to execute the same and the West Florida Public Library Board of Governance by and through its Chairman authorized to execute the same.

Approved as to form and legal sufficiency. By/Title:	<b>Escambia County Florida,</b> a political Subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
	By: Lumon J. May, Chairman
sufficiency. By/Title: AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	Date:
	BCC Approved:
(Seal)	West Florida Public Library Board of Governance
	By: Rodney Kendig, Chairman
Print Name	



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5322	County Attorney's Report	12. 2.	
BCC Regular M	eeting	Action	
Meeting Date:	11/21/2013		
Issue:	Issue: Approval of State Aid to Libraries Grant Agreement		
From: Kristin Hual, Assistant County Attorney			
Organization:	County Attorney's Office		
CAO Approval:			

# **RECOMMENDATION:**

Recommendation Concerning Approval of the State Aid to Libraries Grant Agreement

That the Board approve and authorize the Chairman of the West Florida Public Library Board of Governance and the Clerk to sign the Agreement.

# BACKGROUND:

Pursuant to §257.17, Florida Statutes, the State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The Florida Department of State, Division of Library and Information Services is the administrator that implements the program.

In accordance with the program requirements, the Division requires that the governing body of the library system make application and certify eligibility for receipt of said funding. The Division has designated the West Florida Public Library Board of Governance as the governing body of the West Florida Public Library System with authority to certify eligibility for grant funds. As the designated fiscal agent for the West Florida Public Library System, the County will have the authority to receive and disburse said funds in accordance with the program requirements.

# **BUDGETARY IMPACT:**

The funds will be included in the FY 13/14 annual budget for the West Florida Public Library System.

# LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement was reviewed and approved by Assistant County Attorney, Kristin D. Hual.

# PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

**IMPLEMENTATION/COORDINATION:** 

The Board of Governance will coordinate with the Library Director to complete all implementation requirements.

# Attachments

Grant Agreement

# Florida Department of State, Division of Library and Information Services STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (GRANTEE) <u>WFPL Board of Governance</u> (Name of library governing body)

# Governing body for <u>West Florida Public Library System</u> (Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes*, has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work during Fiscal Year 2013-2014:

The single library administrative unit, as an eligible political subdivision under 257.17 *Florida Statutes*, is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

- 1. Have a single administrative head employed full time by the library's governing body;
- 2. Provide free library service, including loaning library materials available for circulation free of charge, and providing reference and information services free of charge;
- 3. Provide access to materials, information and services for all residents of the area served; and
- 4. Have at least one library, branch library or member library operated by the library's governing body open 40 hours or more each week.

The parties agree as follows:

- I. The GRANTEE agrees to:
  - a. Provide the following as grant deliverables:
    - 1. For payment number one:
      - i. The amount of local funds expended during the second preceding local fiscal year for the operation and maintenance of the library and certification that the expenditures were for the operation and maintenance of the library.
    - 2. For payment number two:
      - i. A copy of the annual audit that was done in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles.
  - b. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant Program.

- c. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.
- d. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
- e. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
- f. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
- g. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.
- h. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.
- i. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- j. Hereby certify that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.
- k. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- 1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part k, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <u>https://apps.fldfs.com/fsaa</u>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

Office of Inspector General Florida Department of State R. A. Gray Building, Room 114A 500 South Bronough Street Tallahassee, Florida 32399-0250

2. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

m. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

# II. The DIVISION agrees:

a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

- b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
- c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.
- d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.

- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- 1. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.

- m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.
- p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.
- q. The Division shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to \$0.
- r. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE DIVISION
Florida Department of State Division of Library and Information Services
Typed Name
Date
Division Witness
Division Witness

Approved as to form and legal sufficiency. By/Title:

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# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5314	County Attorney's Report	12. 3.	
BCC Regular M	leeting A	Action	
Meeting Date:	11/21/2013		
Issue:	Schedule a Public Hearing to Consider Establishing a Small Business Enterprise Program		
From:	Kristin Hual, Assistant County Attorney		
Organization:	County Attorney's Office		
CAO Approval:			

# **RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing on December 5, 2013, at 5:32 p.m., to Consider Creating Volume 1, Chapter 46, Article II, Division 3, Section 46-111 of the Escambia County Code of Ordinances Establishing a Small Business Enterprise Program.

That the Board authorize scheduling a Public Hearing on December 5, 2013, at 5:32 p.m. to consider creating Volume 1, Chapter 46, Article II, Division 3, Section 46-111 of the Escambia County Code of Ordinances establishing a small business enterprise program.

# BACKGROUND:

The proposed Ordinance will serve to establish a small business enterprise program with the purpose and intent of providing the maximum opportunity for increased participation of qualified small businesses in the County's procurement system.

# BUDGETARY IMPACT:

N/A

# LEGAL CONSIDERATIONS/SIGN-OFF:

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

# PERSONNEL:

N/A

# POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

# **IMPLEMENTATION/COORDINATION:**

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

Ordinance Draft

1				
2 3	ORDINANCE NUMBER 2013			
3 4	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING			
5	VOLUME 1, CHAPTER 46, ARTICLE II, DIVISION 3, SECTION 46-111			
6	OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO			
7	SMALL BUSINESS ENTERPRISE PROGRAM; PROVIDING FOR			
8	SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE;			
9	PROVIDING FOR AN EFFECTIVE DATE.			
10				
11	WHEREAS, small businesses are often at a disadvantage when competing with			
12	other businesses in the free enterprise system; and			
13				
14	WHEREAS, providing qualified small businesses the maximum opportunity to			
15	participate in the public procurement of goods and services encourages local industry,			
16 17	employment opportunities, and increases the County's overall tax base; and			
17	WHEREAS, the Board of County Commissioners finds that the proposed			
19	Ordinance establishing a small businesses enterprise program for the County's			
20	procurement of goods and services serves a compelling public purpose for the benefit			
21	of the taxpayers and residents of Escambia County.			
22				
23	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY			
24	COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:			
25				
26	Section 1. Recitals.			
27 28	That the foregoing recitals are true and correct and incorporated herein by reference.			
28 29	reference.			
30	Section 2. Creation.			
31	That Volume I, Chapter 46, Article II, Division 3, Section 46-111 of the			
32	Escambia County Code of Ordinances is hereby created to read as follows:			
33	·			
34	Sec. 46-111. Small Business Enterprise Program.			
35				
36	A. <u>Purpose and intent of article</u> .			
37	The number and intent of this entitle is to manifel the manifestation of an entire it. for			
38	The purpose and intent of this article is to provide the maximum opportunity for			
39 40	increased participation of qualified small businesses in the County's procurement			
40 41	system.			
42	B. Definitions.			
43				
44	Commercially useful business function means adding value to the goods and			
45	services supplied under a contract. A small business is considered to perform a			
46	commercially useful business function when it is responsible for execution of a distinct			

1 element of work of a contract or transaction and carrying out its responsibilities by 2 actually performing, managing and supervising the work performed. Businesses who 3 merely act as a conduit do not perform a commercially useful business function and will

- 4 not be eligible for certification as a SBE. In determining whether a business performs a
- 5 commercially useful business function, consideration will include, but not be limited to,
- 6 whether the business adds a value to the product or service provided; whether the
- 7 business has a distributorship agreement with the manufacturer of goods supplied; 8 whether the business takes possession of the product or service provided; whether the
- 9 business warrants the product or service provided; whether the business maintains

10 sufficient storage space to keep the product in inventory; whether the business

- maintains sufficient inventory to meet the requirements of its contracts; whether the 11
- 12 business provides the product or service to the public or other business other than a
- 13 governmental agency.
- 14

SBE means a small business enterprise certified by Escambia County. 15

#### 16 17

#### C. Scope.

18 19 Unless otherwise prohibited by federal or state law, this chapter shall apply to the 20 solicitation of all goods, services and construction by the County which are governed by the county purchasing code. Whenever possible, the County shall utilize a solicitation 21 22 process which encourages SBE participation even on those items which are exempted 23 from the requirements of the purchasing code. 24

#### 25 D. SBE Program Goals.

26

(1) Annual goals: The cumulative annual SBE goal for county procurement contracts 27 shall be a minimum expenditure of up to fifteen (15) percent of the total competitive 28 29 procurement monies for materials, supplies, equipment, services and construction. The annual goal shall be applied to each individual county procurement of goods, services 30 or construction unless otherwise approved by the County Administrator. 31

32

(2) Evaluation of goal attainment: The goal shall be applied to the full monetary value of 33 34 the contract and be reflected in the full monetary portion spent on subcontracts for 35 supplies, consulting or construction services to be awarded to those SBEs meeting 36 contract specifications. 37

#### 38 Ε. Certification.

39

#### 40 *Requirements.* For the purposes of this section, the following certification (1) requirements shall govern: 41 42

- (a) The business must currently perform a *commercially useful business function*;
- (b) The business must be a local business as defined in Sec. 46-110; 43
- 44 (c) The business must be an independently owned and operated, for-profit entity; 45
  - (d) The business may employ 10 or fewer full time employees; and
- (e) The business may have a net worth of not more than one million dollars. 46

Application procedure. All applicants wishing to be considered as certified
 businesses for the benefits of the SBE program must complete the small business self
 certification form which can be obtained through the office of purchasing. Applicants
 must submit the necessary documentation as appropriate to their business and all of its
 affiliates. The Office of Purchasing may request any other documentation necessary to
 determine eligibility.

8
9 (3) The purchasing department shall certify SBEs for use by the County in its
10 purchasing and procurement process based upon the eligibility requirements provided
11 herein. The purchasing department shall maintain an up-to-date electronic list of SBEs,
12 and encourage the use of this list by all departments in their procurement activities.

(4) Any change of ownership or circumstances that may affect certification eligibility
 of an SBE must be reported to the purchasing department within 30 days of the change
 taking place. In the event of a change, the current owner is responsible for fulfilling this
 reporting requirement prior to seeking business with the County.

18

19 Recertification. Certified SBEs are required to submit an affidavit of their (5) 20 continued eligibility as a SBE every year. If there has been a change in operation, ownership, control, activities, domicile or gross receipts, the SBE must identify such 21 22 change on their application for recertification. Supporting documentation may be 23 required for continued certification. A company that fails to submit its affidavit of 24 continued eligibility or fails to submit documentation requested by the office of 25 purchasing will no longer be deemed certified for purposes of participation in the small 26 business program.

27

28 Decertification. If during any period of certification, the County has reason to (6) 29 believe that the SBE was not properly certified or that there has been a substantial 30 change of ownership or circumstances that may affect certification eligibility then the purchasing department may conduct an investigation and decertify an SBE if the 31 32 investigation indicates that continued certification would be contrary to the County's SBE program requirements. The purchasing department shall notify the SBE by 33 34 certified mail that it has been decertified. Any business that is decertified may not be 35 recertified for one (1) year from the date of decertification.

- Appeal of Decertification. Any business that believes it was wrongfully denied
   certification may submit a written request with the office of purchasing to appeal the
   decertification. The appeal shall be filed within twenty (20) days of receipt of the notice
   of decertification. The request for appeal shall state with particularity the reasons why
   the business believes the denial was erroneous.
- 42

43 (8) Hearing on Appeal of Decertification. If an appeal is requested, an administrative
44 review will be conducted by the County Administrator, or designee, within forty-five (45)
45 days of receipt of the notice of appeal. Upon review, the County Administrator, or
46 designee shall take one of the following actions:

(a) Grant the appeal. If a determination is made that decertification was contrary
 to County's SBE program requirements, the appeal shall be granted and the business
 recertified;

(b) Deny the appeal. If a determination is made that certification would be
contrary to the County's SBE program requirements, the appeal shall be denied and the
applicant may request that the matter be referred to a special master for further
proceedings in accordance with Sec. 46-102(4)-(7); or

8 (c) Refer the appeal to a special master. If no administrative determination is 9 made, the matter may be referred to a special master for further proceedings in 10 accordance with Sec. 46-102(4)-(7).

11 12

13

# F. <u>False representation</u>.

14 (1) It is unlawful for any individual or entity to knowingly submit false information in15 order to qualify for SBE certification.

16

17 (2) Any contractor that falsely represents to the county that it is an SBE, or knowingly submits false information or represents that it will use the services or 18 19 commodities of an SBE and subsequently does not, shall be deemed in breach of 20 contract. Upon a determination that a breach has occurred, all payments under the contract or any other arrangement shall be immediately suspended. The contractor may 21 22 show that it attempted in good faith to comply with the terms of the contract but was 23 unable to comply. If the county determines that the contractor did not act in good faith, 24 all amounts paid to the contractor under the county contract or agreement intended for 25 expenditure with the SBE shall be forfeited and recoverable by the county. In addition, the contract or agreement may be rescinded and the department or division may return 26 27 all unused goods received and recover all amounts paid under the contract.

28

Any contractor or affiliate determined to have falsely represented that it or a
 subcontractor is an SBE, or determined to have not acted in good faith to fulfill the terms
 of a contract calling for it to use the services or commodities of an SBE, will be
 considered under the county's suspension and debarment policy.

33 34

# G. <u>Reservation of Contracts</u>.

35

(1) Unless otherwise prohibited by federal or state law, the County may reserve 36 contracts to be awarded only to SBEs. The County shall review all of its needs and 37 38 requirements in each fiscal year and shall determine which contracts may be reserved 39 for bidding only by SBEs. This reservation may only be used when it is determined, before dissemination of the request for proposals or invitation to bid, that there are 40 41 capable, gualified, SBEs available who are interested and willing to bid on these contracts in order to provide for effective competition. Once a decision has been made 42 to reserve a contract the County shall estimate what it expects the dollar amount of the 43 44 contract to be based on the nature of the contract and its value under prevailing market 45 conditions. If all the bids received are over this estimate, the County may reject the bids and open the bidding to all vendors and contractors. Before contracts can be reserved 46

for bidding only by SBEs, the County Administrator, in conjunction with the purchasing
 manager, must determine that such a reservation is in the best interest of the County.

3

4 (2) Unless otherwise prohibited by federal or state law, the County may reserve any 5 construction contract for competitive bidding for contractors who agree to utilize SBEs 6 as subcontractors or subvendors. The percentage of funds which must be expended 7 with SBE subcontractors shall be determined by the County before the contract is 8 reserved. In order to bid on a construction contract so reserved, the contractor shall 9 identify those SBEs that will be utilized as subcontractors or subvendors. Once a 10 decision has been made to reserve a contract, but before bids are requested, the County shall estimate what it expects the amount of the contract to be based on the 11 12 nature of the contract involved and its value under prevailing market conditions. If all the 13 bids received are over this estimate, the County may reject the bids and open the 14 bidding to all vendors and contractors. It is the express responsibility of the contractor to verify that all SBEs that will be utilized as subcontractors or subvendors are currently 15 16 certified by the County. 17 18 Н. **SBE Preference.** 19 (1) The County may award a bid preference on any single bid, as provided in Sec. 46-20 110, to a certified SBE. 21 22 23 (2) The County may award a bid preference on any single bid, as provided in Sec. 46-24 110, to any contractor that agrees to use SBEs as subcontractors or subvendors for at 25 least 15 percent of the dollar value of the bid. 26 27 (3) The County may award a preference in evaluation points to SBEs or contractors that meet the SBE participation goal in its RFP response. 28 29 (4) The purchasing department will formulate and present for adoption any rules 30 necessary to implement the SBE preference in order to guide the county toward having 31 32 a certain percentage of its expenditures for materials, supplies, equipment, services or 33 construction placed with SBEs.

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(5) SBE preference does not apply to contracts that are reserved in accordance with
 this section. Preferences as provided in this chapter may not be combined. Only one
 preference may be awarded on any single solicitation to any certified SBE or contractor.

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- I. <u>Responsiveness of bids—Good faith efforts</u>.
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- Responsiveness of blus—6000 faith enorts.

41 (1) Every competitive bid or proposal, if not submitted by a SBE, must demonstrate
 42 good faith efforts to utilize SBEs as subcontractors or subvendors.
 43

44 (2) The County may consider written documentation submitted with the bid package

or proposal in determining whether a contractor has made one or more good faith
 efforts including, but not limited to:

- 1 (a) Whether the contractor attended any presolicitation or prebid meeting that 2 was scheduled by the county to inform SBEs of contracting and subcontracting 3 opportunities; 4 (b) Whether the contractor advertised in a general circulation, trade association, 5 and/or SBE focus media concerning the subcontracting opportunities; 6 (c) Whether the contractor provided written notice to a reasonable number of 7 SBEs that their interest in the contract was being solicited in sufficient time to 8 allow the SBE to participate effectively; 9 (d) Whether the contractor followed up initial solicitations of interest by 10 contacting SBEs to determine whether a SBE is interested; (e) Whether the contractor selected portions of the work to be performed by 11 12 SBEs in order to increase the likelihood of meeting the SBE goals of the county, 13 including, where possible, breaking down contracts into economically feasible 14 units to facilitate SBE participation; (f) Whether the contractor negotiated in good faith with interested SBEs, not 15 16 rejecting SBE as unqualified without sound reasons based on investigation of 17 their capabilities; (g) Whether the contractor made efforts to assist interested SBEs in obtaining 18 bonding, lines of credit, or insurance required by the county and/or the 19 20 contractor; and (h) Whether the contractor effectively used the services of available small 21 22 business community organizations; small business contractors' groups; local, state, and federal business assistance offices; and other organizations that 23 24 provide assistance in the recruitment and placement of small businesses. 25 The County may waive the good faith requirement for procurement where sub-26 (3) 27 contracting is not applicable or in order to ensure adequate competition. 28 29 J. SBE Assistance Program. 30 The SBE assistance program is established within the Office of Purchasing and 31 (1)32 will report all recommendations and activities associated with the SBE program directly to the County Administrator. This program will assist, encourage, and serve as a liaison 33 34 for a SBE to become a supplier of materials, supplies, equipment, or services to the 35 County. 36
- 37 38

(2) In addition, the purchasing department shall:

- 39 (a) Review and comment on any changes to a county policy, rule or regulation
   40 relating to SBE procurement;
- 41 (b) Receive, compile and disseminate information on procurement opportunities,
   42 availability of SBEs and available technical assistance;
- 43 (c) Refer all information on any business suspected of misrepresenting its SBE
   44 status to the county administrator's office;

1 2 3 4 5		<ul> <li>(d) Maintain a central list of certified SBEs, provide it upon request, and maintain a process for timely and independent verification of the status of businesses currently certified and seeking certification from the County as a SBE; and</li> <li>(e) Host, not less than annually, a workshop to assist small businesses located in Escambia County to obtain SBE certification and to do business with the</li> </ul>		
6		county.		
7		(f) Present an annual written report to the Board of County Commissioners on		
8		the SBE Program.		
9				
10	K.	Implementation of policy; monitoring of compliance.		
11		<u></u>		
12	In or	er to systematically augment a viable SBE component within the County's		
13		asing and procurement system, the purchasing manager shall be delegated the		
14		ing powers and duties to fulfill their responsibilities and functions:		
15				
16		1) Establish and compile a system of coordinated, uniform procurement policies,		
17		procedures, and practices to implement the SBE program.		
18		2) Establish and strongly encourage the annual expenditure of up to fifteen (15)		
19	<b>percent</b> of the total competitive procurement monies with SBEs for materials,			
20	supplies, equipment, services and construction.			
21	3) Formulate and establish a system to record and measure the use of SBEs in			
22	county contracting. This system shall maintain information and statistics on SBE			
23		participation, in order to analyze the progress of the SBE program.		
24		4) The purchasing manager shall annually report the contractual or procurement		
25		disbursements made to SBEs to the County Administrator. This information shall		
26		be made available to the Board of County Commissioners as well as the public at		
27		large. The purchasing department shall be responsible for the accuracy of		
28		information provided.		
29	_			
30	Sect	on 3. Severability.		
31				
32		That if any section, sentence, clause or phrase of this Ordinance is held to be		
33	invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall			
34	in no	way affect the validity of the remaining portions of this Ordinance.		
35	Cont	and Inclusion in the Code		
36 37	Sect	on 4. Inclusion in the Code.		
37 38		It is the intention of the Board of County Commissioners that the provisions of		
50				

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

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Section 5.	Effective Date.		
This Ordinance shall become effective upon filing with the Department of State			
	E AND ENACTED THIS DAY OF, 2013.		
	BOARD OF COUNTY COMMISSIONERS		
	ESCAMBIA COUNTY, FLORIDA		
	BY:		
	Chairman		
ATTEST:	PAM CHILDERS		
	Clerk to the Circuit Court		
BY:			
BY: Depu	ity Clerk		
(SEAL)			
Enacted:			
Enacleu.			
Filed with D	epartment of State:		
Effective:			

# SMALL BUSINESS SELF CERTIFICATION

NAME OF BUSINESS: VENDOR NUMBER (MUST BE ESTABLISHED AS A VENDOR TO PARTICIPATE): MAILING ADDRESS OF BUSINESS: PHYSICAL ADDRESS OF BUSINESS (IF MAILING IS PO BOX): \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_ NAME OF OWNER/NAMES OF OWNERS: NUMBER OF EMPLOYEES (INCLUDING FULL, PART TIME, LEASED): \_\_\_\_\_ (MUST BE LESS THAN 10) **Documents to include:** 1) Financial Statement: Notarized financial statement (such as a balance sheet) for the business and each of the owners dated within the last twelve months. (Business and all owners must have aggregate net worth of 1 million dollars or less to be eligible) 2) Most current tax form for business (1040 schedule C, or 1120S, or equivalent)

3) Most recent State of Florida annual report indicating business has been established more than one year, if applicable. If sole proprietor, then one previous tax year 1040 schedule C.

I attest the information contained in this application, as well as submitted documents, is true, accurate and includes all the information requested to identify the ownership, control, and financial position of both the submitting business and each of the owners.

 OWNER	DATE
 OWNER	DATE



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5321	County Attorney's Report	12. 4.
BCC Regular M	Action	
Meeting Date:	11/21/2013	
Issue:	Escambia County vs. Zachary Company of Northwest Florida,	LLC
From:	Charles Peppler, Deputy County Attorney	
Organization:	County Attorney's Office	
CAO Approval:		

#### **RECOMMENDATION:**

Recommendation Concerning Notice of Voluntary Dismissal of Escambia County v. Zachary Company, Case No.: 2011 CA 001899.

That the Board approve the filing of a notice of voluntary dismissal without prejudice by Escambia County in the action styled Escambia County, Florida v. Zachary Company of Northwest, Florida LLC, Case No.: 2011 CA 001899.

## BACKGROUND:

On October 1, 2009, the Board authorized certain actions concerning the Zachary Company Septage Receiving and Processing Facility (Zachary) located at 601/603 Highway 297A, Cantonment, abutting Mosquito Control Services and the Road Prison of Escambia County. One of the actions authorized by the Board was the pursuit of injunctive relief or other appropriate remedy in Circuit Court to prevent Zachary from violating the County's NPDES Permit which requires the County to operate its municipal separate storm sewer system (MS-4) in a manner which does not violate the Federal Clean Water Act. The County has enacted Sections 42-301 through 42-312, Escambia County Code of Ordinances, known as "Escambia County Stormwater Discharge Control Ordinance", to protect the County's MS-4 or waters of the United States from illicit discharges and connections. On November 3, 2010, Zachary received a development order by the County's Development Review Committee which required zero discharge of all stormwater runoff generated within the operational area of the Zachary treatment facility. Despite the terms of the development order and the County's Stormwater Discharge Control Ordinance, Zachary continued to allow septage and other contaminants to spill and leak into the County's MS-4 system and into the waters of the United States.

Suit was filed for temporary and permanent injunctive relief on October 10, 2011. A hearing was scheduled for temporary injunctive relief for December 28, 2011. Settlement negotiations ensued between Zachary and the County. Before they could be finalized and approved by the Board, ECUA, which owns the land on which Zachary operated septage treatment facility and which had written contract with Zachary, terminated the contract and gave notice to Zachary to cease operations. Zachary did cease operations and has removed its personnel and other equipment from the facility. Therefore, the purpose for seeking injunctive relief to prevent Zachary from discharging stormwater or other contaminants into the County's MS-4 and the waters of the United States has been achieved.

Due to the actions of ECUA in terminating the contract, no further discharges of contaminants have occurred as the result of the activities of Zachary. The County intends to follow up with testing of stormwater and an inspection of the property to determine the extent of any clean up operations by ECUA. Meanwhile, the County has received a notice that the Clerk intends to notify the Court to dismiss the case filed by the County because no action has been taken for over ten (10) months. According to the Florida Rules of Civil procedure, the County has sixty (60) days up to December 2, 2013, to take action or allow the case to be dismissed. This office recommends that a notice of voluntary dismissal without prejudice be filed before December 2, 2013. Court precedent holds that once future harm is certain to no longer occur, injunctive relief cannot be pursued relating to past acts of harm. The Department of Environmental Services concurs with this office's recommendation.

## **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-5338	County Attorney's Report 12. 5.
BCC Regular M	leeting Action
Meeting Date:	11/21/2013
Issue:	Settlement of the Public Official Bond of Ernie Lee Magaha, former Clerk of the Circuit Court
From:	Charles Peppler, Deputy County Attorney
Organization:	County Attorney's Office
CAO Approval:	

## **RECOMMENDATION:**

Recommendation Concerning Acceptance of the Settlement of the Claim Made Against the Public Official Bond of Ernie Lee Magaha, Former Clerk of the Circuit Court, in the Sum of \$50,000.

That the Board take the following action:

A. Authorize the Chairman of the Board of County Commissioners to execute the release, which is attached to this recommendation, releasing Ernie Lee Magaha as Clerk of the Circuit Court as principal and Fidelity & Deposit Company of Maryland as surety, in exchange for payment of the sum of \$50,000; and

B. Authorize the County Attorney's Office to deliver the executed release in escrow to J. Nixon Daniel as attorney for Mr. Magaha to be held by Mr. Daniel in escrow until such time as Mr. Magaha delivers the settlement draft or check in the sum of \$50,000 made payable to the Board of County Commissioners to the office of the County Attorney no later than December 2, 2013.

#### BACKGROUND:

This Board is familiar with the circumstances leading to the demand made by the County against the public official bond given by Fidelity & Deposit Company of Maryland as surety with Ernie Lee Magaha as Clerk of the Circuit Court as principal. The County determined that § 215.425(3), Fla. Stat. (2011) was violated when Mr. Magaha awarded a 3% retroactive lump sum COLA to his employees, who had more than six months length of service, in the sum of \$225,512.80. In addition, § 129.06 (5), Fla. Stat. provided that a constitutional officer whose budget is approved by a board of county commissioners and who is not re-elected to office could not make any budget amendments, transfer funds between itemized appropriations, or expend in a single month more that 1/12 of any itemized approved appropriation following October 1st unless approved by the board of county commissioners. The County determined that Mr. Magaha exceeded the General Fund budget amount for the month of November 2012 by \$61,390.01.

Mr. Mahaga and his attorney, Mr. Daniel, have been cooperative and collegial in reaching an amicable settlement of these two claims and have agreed to the language set forth in the release that is attached to this recommendation. This office recommends that the settlement be

approved by the Board.

### **BUDGETARY IMPACT:**

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

The release was prepared in part by Deputy County Attorney, Charles V. Peppler.

## PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A

<u>Release</u>

#### Attachments

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

#### **RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA does hereby acknowledge that FIDELITY AND DEPOSIT COMPANY OF MARYLAND has paid the sum of Fifty Thousand (\$50,000) Dollars, for and on behalf of ERNIE LEE MAGAHA, in complete and final settlement of any and all claims which the BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA may have against ERNIE LEE MAGAHA both in his official capacity and individually as described in the County Attorney's Recommendation presented to the BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA at its regular meeting on July 25, 2013. A copy of the recommendation is attached and incorporated by reference.

The payment of this sum of money by and on behalf of, ERNIE LEE MAGAHA, is accepted in full compromise, settlement, payment, discharge, accord and satisfaction of and from any and all claims, demands, rights, actions and causes of action which the BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA has asserted or may assert against ERNIE LEE MAGAHA, and his surety, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as described in the County Attorney's Recommendation presented to the BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA at its regular meeting on July 25, 2013.

The BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA does hereby fully release, acquit and discharge ERNIE LEE MAGAHA, and his

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surety, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, from any and all such claims, damages, actions and causes of action.

The parties specifically acknowledge and agree that this settlement is not an admission of liability by ERNIE LEE MAGAHA or FIDELITY AND DEPOSIT COMPANY OF MARYLAND, but is tendered and entered into as a negotiated settlement of issues contested by the parties.

IN TESTIMONY WHEREOF, we have executed this release this day of November, 2013.

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

BY:

Lumon J. May, Chairman Date: \_\_\_\_\_

BCC APPROVED:

ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT

Ву: \_\_

Deputy Clerk

(SEAL)



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

 AI-4708
 County Attorney's Report
 16. 1.

 BCC Regular Meeting
 Discussion

 Meeting Date:
 07/25/2013

 Issue:
 The Public Official Bond of Ernie Lee Magaha, former Clerk of the Circuit Court

 Organization:
 County Attorney's Office

 CAO Approval:
 County Attorney's Office

#### **RECOMMENDATION:**

Recommendation Concerning the Public Official Bond of Ernie Lee Magaha. former Clerk of the Circuit Court.

That the Board take the following action:

A. Authorize the County Attorney's Office to make a demand against the public official bond given by Fidelity & Deposit Company of Maryland as surety, with Ernie Lee Magaha as Clerk of the Circuit Court of Escambia County as principal, in the sum of \$50,000, and negotiate a settlement for that sum; and

B. Authorize the County Attorney's Office, should negotiations reach an impasse, to institute litigation against Ernie Lee Magaha, in his official capacity as the former Clerk of the Circuit Court and Comptroller, but not personally, and against Fidelity & Deposit Company of Maryland in a suit for damages for breach of the public official bond.

#### BACKGROUND:

Both the Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, and Ernie Lee Magaha, the former Clerk of the Circuit Court and Comptroller, were candidates for the office of Clerk of the Circuit Court as Republicans with the primary being held on August 14, 2012. The Supervisor of Elections certified that Ms. Childers had defeated Mr. Magaha and that she would be the Republican candidate in the general election to be held in November 2012. By law, Mr. Magaha's term would end on January 7, 2013, at midnight.

Prior to being sworn in as Clerk of the Circuit Court, Ms. Childers retained the firm of certified public accountants, Carr, Riggs & Ingram, LLC, to perform a forensic examination concerning a retroactive lump sum cost of living adjustment (COLA) which had been authorized by Mr. Magaha on September 21, 2012, and whether Mr. Magaha expended more than 1/12 of the Clerk's budget in a single month between October 1, 2012, and the expiration of his term of office on January 7, 2013. The Carr, Riggs forensic examination analyzed other financial issues which are not relevant to this recommendation.

Two statutes form the basis of this recommendation. The first is Section 215.425(3), Fla. Stat. (2011), in which a public employer may only award a bonus if it is based on work performance standards which have been disseminated to all employees prior to the period upon which the

bonus is based and the public employer considers all employees eligible for the bonus. Prior to July 1, 2011, this statute did not apply to the Clerks of the Circuit Court who were free to award extra compensation as long as it was made pursuant to a written policy of the Clerk. In contrast, a COLA is given by an employer at the beginning of the budget year, is applicable to all employees and is awarded to combat the effects of inflation during the course of the year. Contrary to the new statute, Mr. Magaha awarded a 3% retroactive lump sum COLA to employees who had more than six months length of service. Those employees who qualified were paid by direct deposit on September 28, 2012, in the total sum of \$225,512.80. It appears that no personnel action forms (PAFs) were generated for qualifying employees to show the nature of the compensation paid them.

The second statute at issue is Section 129.06(5), Fla. Stat. This statute provides, in pertinent part, that any constitutional officer whose budget is approved by a Board of County Commissioners and who has not been re-elected to office shall be prohibited from making any budget amendments, transferring funds between itemized appropriations or expending in a single month more than 1/12 of any itemized approved appropriation following October 1st unless approved by the Board of County Commissioners. Amy Lovoy, Director of the Management & Budget Services Department, reviewed Mr. Magaha's expenditures following October 1, 2012. She determined that Mr. Magaha exceeded the General Fund budgeted amount for the month of November 2012, by \$61,390.01. Ms. Lovoy considered only those employees of the Clerk who provide services to the County and did not evaluate the budgeted funds for those employees assigned to the "court" side of the Clerk's Office.

Based on the law and the facts, this office concludes that the total sum unlawfully expended by Mr. Magaha as Clerk of the Circuit Court, is \$286,902.81. The public official bond obtained by Mr. Magaha with Fidelity & Deposit Company would cover these violations of law to the maximum sum of \$50,000.00. This office does not recommend pursuing any personal liability against Mr. Magaha as it appears that the unlawful expenditures took place in the course and scope of his duties as Clerk of the Circuit Court and Comptroller. Although unlawful, Mr. Magaha's decisions do not appear to be the result of any malicious or bad faith conduct. This office recognizes Mr. Magaha's many years of service to the community and his stature as a well-respected public servant. This recommendation is made solely on the grounds that laws were in place which Mr. Magaha was bound to obey by his oath of office.

#### BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION: N/A